REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 8, 2022
ANNEX COUNCIL CHAMBERS
5:30 PM

*****Core Value of the Month - Respect*****

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**
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. Captain Royal Melvin Park Vintage Welcome Sign
   B. Request for use of Right-of-Way Destin Rodeo Run 5k
   C. FY 2021 Edward Byrne JAG Grant - 51% Letter of Support
   D. Resolution 22-12, Authorization to renew FDOT Right-of-Way Maintenance Agreement with Ferrovial Services Infrastructure, Inc.
   E. Reimbursement to Councilmember Bobby Wagner for expenses incurred while attending the Florida League of Cities Annual Conference at Hollywood, FL, from August 10-14, 2022.
   F. Subaward Agreement Extension - Restore Act/Captain Royal Melvin - Amendment Three
   G. Single-Family Residential Marine Construction Proposed at 10 Moreno Point Rd (Parcel ID 00-2S-24-2186-000C-0100)
   H. Single-Family Residential Marine Construction Proposed at 518 Norriego Road (Parcel ID: 00-2S-24-2186-000F-0260)
   I. Destin Youth Council Membership Appointment
   J. Approval of minutes of August 15, 2022 Council Executive Session
   K. Approval of minutes of August 11, 2022 Council Budget Workshop
   L. Approval of minutes of August 1, 2022 Regular City Council Meeting
   M. Boards & Committee Minutes
4. **CITY MANAGER REPORTS**
   A. Continuing Financial Audit Services - RFP 22-07-FIN

B. Property & Casualty Insurance Renewals FY23

C. 2023 Strategic Plan Update

D. Water Quality Improvement Fund (Resolution 22-13)

E. Destin High School Request for a Baseball Field at Morgan Sports Field - Staff Update

F. Citizen Survey - Update

G. Announcements

5. PUBLIC HEARINGS

A. First reading of Ordinance 22-13-CN - Adopting the Fiscal Year 2023 Millage Rate

B. First reading of Ordinance 22-14-CN - Adopting the Fiscal Year 2023 Budget

C. Second reading of Ordinance 22-02-PC - Amending Comprehensive Plan: 2020; Amending Chapter 1 - Future Land Use Element; establishing the following Planning Areas within the City of Destin: Airport, Crystal Beach, Gulf Resort, Harbor, Henderson Beach, Holiday Isle, Town Center Commons, and Objectives relating to such Planning Areas.

D. Second reading of Ordinance 22-12-CN - Approving the form and authorizing execution and delivery of an interlocal agreement between the City of Destin and Okaloosa County to facilitate the city's acquisition of certain beach property and the development or redevelopment of such property for public recreation and tourism purposes, and to establish the respective financial obligations of the city and county associated therewith.

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

A. Councilmember Braden

B. Councilmember Wagner

1. Public Beach Acquisitions Project.
2. Basic City Ctr. Elements

C. Councilmember Destin

D. Councilmember Bagby

1. Waiver of the city fees - Destin Charity Wine Auction Food Truck Party

E. Councilmember Hebert

F. Councilmember King

G. Councilmember Schmidt

1. Food Truck Ordinance/Regulation

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

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.

ITEM # 2022-5617

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Krystal Strickland, Finance Director
Jeffrey Cozadd, Grants Manager
Louis Zunguze, Community Development Director
Lance Johnson, City Manager

FROM: lisa Firth, Parks & Rec Director

DATE: August 4, 2022

SUBJECT: Captain Royal Melvin Park Vintage Welcome Sign

I. BACKGROUND: The public access to the Welcome to Destin sign on the west end of Marler Bridge has been removed in the past few years. That location provided a great photo opportunity for the tourist when they visited Destin and the surrounding area. The sign was iconic and is very well known.

II. DISCUSSION: The staff believe that adding a vintage "Welcome to Destin" sign that would be displayed at Captain Royal Melvin Heritage Park and Plaza, would provide a unique photo opportunity for the tourist and represent a historical tie to Destin's past. The city's planning department has reviewed the design of the proposed sign and indicated that it is compliant with city requirements. The Parks and Recreation Committee voted to recommend the placement of the sign at the entrance of the Royal Melvin Park entrance.

A. Link to Strategic Goals / Objectives: Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): This sign will be paid for from the TDC 12.5% Interlocal funding approved at the August 15, 2022 regular council meeting. The current estimate for the sign is $30,000. TDC has granted $120,000 in the interlocal funding agreement for FY 2022 to be used to complete Captain Royal Melvin Park.

	30557212 TDC 12.5%
30557212-565000-CRH63 TDC 12.5%-CIP-Capt Royal Melvin	$ -
FY22 Adopted Budget	-
PY Rollforwards for Open Encumbrances	-
Budget Amendment	120,000
Revised Budget	120,000
Previous Expenses/Encumbrances	-
Available Program Budget	120,000
This Agreement +(-)	(30,000)
FY22 Remaining Program Budget	$ 90,000

C. **Level of Service (LOS):** Level of service will be increased

D. **Legislative Sponsor:**

III. CONCLUSION: Staff request council approval to order the Vintage Welcome to Destin sign to be placed at Captain Royal Melvin Heritage Park and Plaza.

IV. RECOMMENDED MOTION: I move that we approve the request to order the vintage Welcome to Destin sign, as quoted, and to place the sign at Captain Royal Melvin Heritage Park and Plaza.

Attachments:

1. Sign Quote and drawing

HIMES SIGNS
OF NWF LLC
745 N. Ferdon Blvd. Crestview FL 32536
850-331-3045 E-mail himessigns21@gmail.com

Date: **8/15/2021**
Submitted To:Lisa Ann Firth
Company/Organization:City Of Destin
Project Name:Welcome To Destin Sign
Project Address: 206 Harbor Blvd. Destin Fl. 32541
Billing Address: Same

Quoted By: **Aaron Williams**

Himes Signs Of NWF LLC referred to herein as **HS** hereby submits this proposal & agreement to provide time, labor and materials in conjunction with the manufacturing and/or installation of the signage and/ or electronic displays as defined herein. Sign buyer (referred to herein as **Customer**), by accepting this proposal & agreement ,agrees to pay Himes Sign Of NWF LLC the price as defined herein per described payment schedule plus sales tax, permits and procurement fees if applicable.

A)1 Ea. S/F Custom Billboard 120" Tall x 16' Wide and 80Sq. Ft Face on 12" pylon poles and wrope accents to look like orginal sign coming into Destin. Sign will constructed all aluninum framed thru bolted with cypress overlay with 6mm Aluninum Letters with MPS Automotive Finish. Sign will be constructed to Engineer windloads. Sign will have custom built aluninum bracket for the 2 Ea. 8' LED water tight fixtures for up-lighting.

B) Installation: Pylons will in auger bore 2500 psi footers per pole. Electrical service will have a breaker panel on rear of sign for power hook-up.

Price Of Signs:$19,000.00
Cost Of Install:Included
Job Total:19,000.00

Payment Schedule: 50% deposit required. (For Materials) Balance Due 30 after jobs are completed.1/2 Down when display are ready to ship balance on displays are due.Final Balance to be paid when installation is completed.
Option to Finance/Lease: **N/A**

Pricing herein is valid for a period of 30 -days and subject to change or withdrawal afterwards. Projected time frame for delivery and completion of work is *6 -8 weeks.

Additional Terms & Conditions

Promise and Agreement to Pay: Customer agrees to the price and to render payment per the payment schedule as defined herein. Unpaid invoices over 15 -days old will be considered late and subject to an additional 1.5% interest fee. Unpaid invoices 30 -days or older will be considered as in default. In case of default of payment, customer agrees to pay collections fees, legal fees and court costs if applicable. Signage, displays and all components and materials therein shall remain the property of Himes Sign Of NWF LLC until all monies and payments have been rendered in full by the customer.

Time Frame for Delivery and/or Completion: Time frame for delivery and completion begins when the required down payment has been received and when all permits have been obtained. Delivery/completion time frame is also contingent upon delays and/or impediment in the permit process, strikes, accidents, availability of materials or manufacturing delays, acts of God or nature or anything beyond HS control resulting in delays.

INITIAL_____

Page 2

Installation: Installation labor and costs are based on normal and acceptable jobsite conditions. Secondary surfaces, buried debris, water strikes or anything, which may hinder or delay the excavation process, may result in additional charges. Other unforeseen jobsite conditions or those not disclosed to Himes Signs Of NWF LLC, causing delay and extra costs may result in additional charges. It is the responsibility of the customer to locate and mark all sprinklers and water line locations prior to installation. It is also the customer's responsibility to identify and mark property lines in order for the sign(s) to conform with mandated setbacks. Anything not defined under Product & Scope of Work is not included and therefore is not implied. Any additions, changes or deviations to this contract & agreement must be submitted in writing by customer to HS for review and must be agreed to by both parties.

Electrical: Running any electrical circuitry to the sign/displays, final connection and/or the services of an electrical contractor is not included in this contract & agreement unless specified under Product & Scope of Work. Therefore, it is the customer's responsibility to hire/contract with a licensed electrician. The electrical contractor shall be responsible for applying for and obtaining electrical and/or other applicable permits. ***NOTE:*** *Himes Sign Of NWF LLC will connect signage to the existing electrical circuitry if present at time of the installation, and is of adequate power and if circuitry is within 5' of the sign location.*

Permits and Procurement: Sign erection permits including sealed professional engineer's drawings and other documents required to be filed and/or recorded are not included in the pricing herein and will be added to the final invoice.

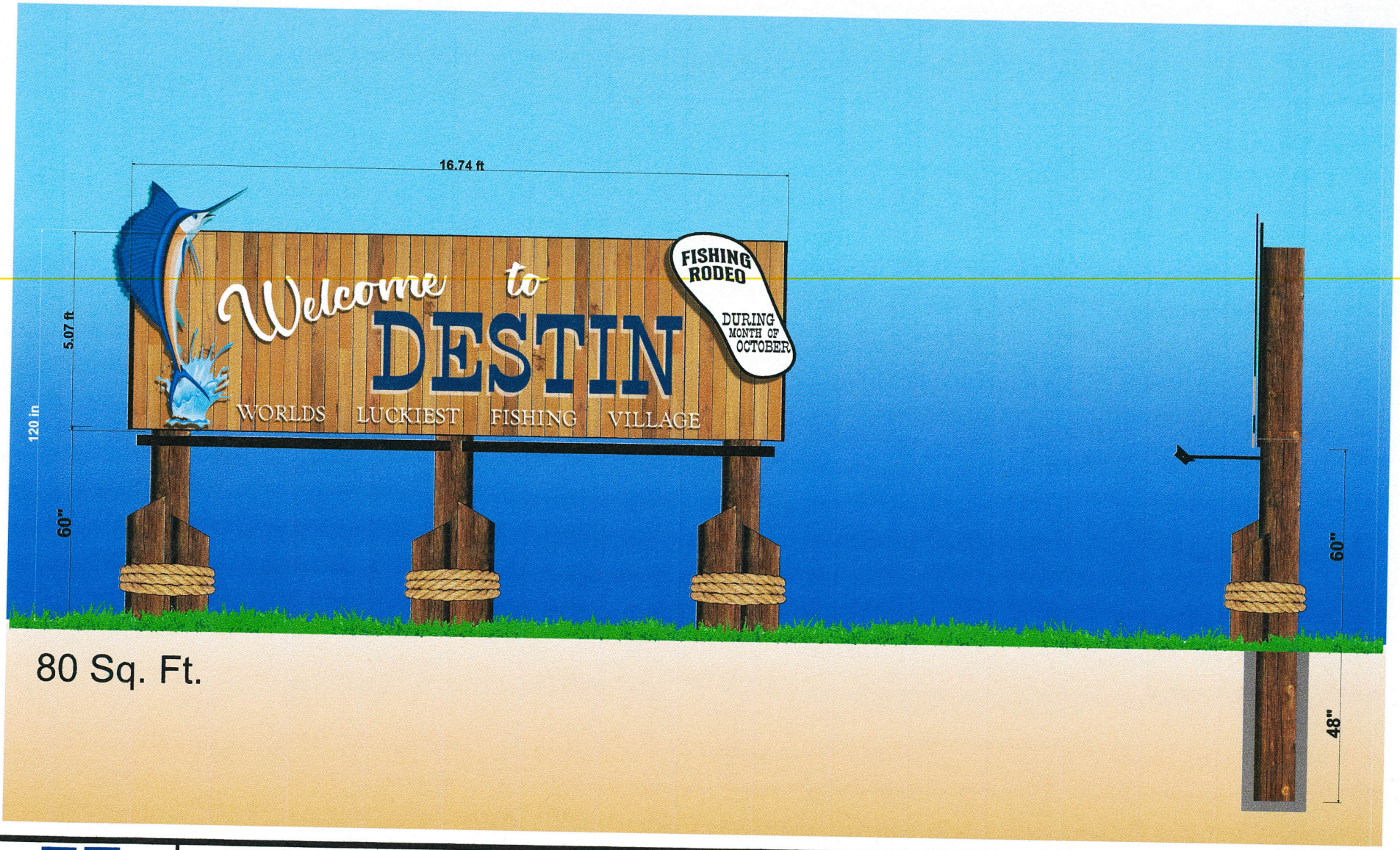
Warranty: Custom manufactured signage provided by Himes Sign Of NWF LLC will be under warranty for a period of 1 (one year from date of completion of installation) year against defects in materials and craftsmanship including factory parts and labor and field labor. LED displays will be under manufacturer's warranty including parts and factory labor and time frame subject to the manufacturer's terms and conditions. Please refer to attached LED display manufacturer's warranty for terms, conditions and disclosures. Field labor shall be covered under warranty for a period of one (1) year from date of installation. Warranties will become null and void if signage or displays are tampered with, opened or serviced by anyone other than a HS authorized technician or authorized agent. Warranties do not apply in cases of vandalism, acts of God or nature, actions by others or events beyond the control of Himes Sign Coroporation.

Acceptance of Contract & Agreement

Respectfully Submitted by_____ **Date** 3/15/2022

Customer Acceptance_____ **Date**_____

Authorizing Signature



80 Sq. Ft.

HIMES SIGNS CORPORATION

MANUFACTURERS OF:
ELECTRIC, NEON, PLASTIC, PANAFLEX, SANDBLASTED, VINYL, ROUTED, PAINTED SIGNS AND BILLBOARDS, CUSTOM TRUCK & BOAT LETTERING
SIGN REPAIR & MAINTENANCE, CRANE SERVICE
P.O. BOX 5324 - #4 COMMERCE PARK DESTIN, FLORIDA 32540 (850) 837-1159 FAX (850) 837-3766

ADDITIONAL ART REVISION CHARGES MAY BE ADDED TO JOB INVOICE

HIMES SIGNS CORP. hereby expressly reserves the common lay copyright and other property right in these drawings. These drawings are not to be reproduced, changed or copied in any form or manner whatsoever without first obtaining the written permission and consent of HIMES SIGNS CORP. nor are they to be assigned to any party without first obtaining said written permission and consent.

read and understood this___day of 20____

DRAWN BY:	APPROVED BY:
DATE:	CLIENT:
DRAWING NO:	DATE:

HIMES SIGNS CORPORATION

MANUFACTURERS OF:
ELECTRIC, NEON, PLASTIC, PANAFLEX, SANDBLASTED, VINYL, ROUTED, PAINTED SIGNS
AND BILLBOARDS, CUSTOM TRUCK & BOAT LETTERING
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read and understood this____day of 20____

DRAWN BY:	APPROVED BY:
DATE:	CLIENT:
DRAWING NO:	DATE:

ITEM # 2022-5574

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Rey Bailey, City Clerk

FROM: Kim Montgomery, Deputy City Clerk

DATE: August 1, 2022

SUBJECT: Request for use of Right-of-Way Destin Rodeo Run 5k

I. BACKGROUND: The Northwest Florida Track Club, Inc. is requesting use of city streets to hold the Annual Destin 5k Rodeo Run on Sunday, October 2, 2022. The Okaloosa County Sheriff's Office, Okaloosa County EMS, and the Destin Fire Control District have all been notified and have pledged their support for this request.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: Enhance Quality of Life. Enhance the City's Recreational Services.

B. Effect on Budget (EOB): The City of Destin shall not incur any expense or revenue as a result of this request.

C. Level of Service (LOS): There is no staff requirement for this request.

D. Legislative Sponsor:

III. CONCLUSION: All related and required documentation has been submitted and approved for legal sufficiency by both the City Attorney and the Interim Risk Manager. Staff recommends approval of this request.

IV. RECOMMENDED MOTION: I move for the approval of the Northwest Florida Track Club, Inc. request for use of city streets to hold their Annual Destin 5k Rodeo Run on Sunday, October 2, 2022.

Attachments:

1. 2022 Destin Rodeo Run 5k Request

ITEM # 2022-5574

CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Northwest Florida Track Club, Inc. (NWFTC)

Type of Event: Rodeo Run 5K (Running Event)

Date(s) of Event: Oct 2, 2022

Location of Event: Calhoun Ave, Cross St, Calhoun Ave, Clement Taylor Park

1.* Certificate of Insurance (Endorsement to the Policy & Acord is required.) provided: Yes: X ***This is required.***
Date on which provided: _____

2.* Hold Harmless **(Signed Original)** provided: Yes: X ***This is required.***
Date on which provided: _____

3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes _____ No X
Date written permission granted: N/A

4.** Local law enforcement services requested: Yes X ***This is required.***
Law enforcement officer contacted: Kenneth LaPee

5.** Destin Fire Control District contacted: Yes X ***This is required.***
Person contacted: Matt Taylor

6.** Okaloosa County Emergency Medical Services contacted:
Person contacted: Patrick Maddux Yes X ***This is required***

7. Describe steps being taken to ensure removal of all directional arrows and signage, as well as trash left on City streets upon conclusion of the event: The course will be marked with a flour-type material that will wash off in the rain. The water stop volunteers will pick up any trash left behind by the runners.

8. City Park Permit needed Yes X No ___ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

9.* Please provide map of race route(s).

10. Other pertinent information: Sunbiz.org Doc #N49948

_____
(Requester's or Acting Agent's Signature)

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

**** Provide the City a written acknowledgement/concurrence from the agency.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2022

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

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

PRODUCER
Insurance Management Group
12730 Coldwater Road, Suite 103
Fort Wayne IN 46845

CONTACT NAME: Margaret Mayers
PHONE (A/C, No, Ext): (260) 338-2925 FAX (A/C, No): (765) 664-0761
E-MAIL ADDRESS: mmayers@insmgt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Casualty Company	11991
INSURER B: Nationwide Life Insurance Company	66869
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Road Runners Club of America/2022 and Its Member Clubs
1501 Langston Boulevard, Suite 140
Arlington VA 22209

COVERAGES **CERTIFICATE NUMBER:** 2022 $2M A.I. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Legal Liability to [ ] Participant $2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per Event Basis			KRO0000008971600	12/31/2021	12/31/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Abuse and Molestation	$ 500,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			KRO0000008971600	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Medical & Accident ($250 Deductible/Claim)			BAX0000031850400	12/31/2021	12/31/2022	Excess Medical AD & Specific Loss	$10,000 $2,500

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

City of Destin, FL is NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 10/02/22 Rodeo Run 5K INSURED RRCA CLUB/EVENT MEMBER: Northwest Florida Track Club ATTN: Brian McMahon, PO Box 911, Shalimar FL 32579 ATTACHED: KRGL56 Processed by RMV

CERTIFICATE HOLDER

10/02/22 City of Destin
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Terry R. Miller

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National Casualty Company

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO 86221-00	12/31/20	Road Runners Club of America and Its Member Clubs	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This insurance modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

A. **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   With respect to an additional insured owner and/or lessor of premises, this insurance does not apply to:

   a. An "occurrence" or offense which takes place while you are not a tenant in possession of the subject premises.

   b. "Bodily injury" or "property damage" arising out of:

   (1) Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of premises;

   (2) Any design defect or structural maintenance of the premises; or

   (3) Any premises defect.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III—LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Schedule of Additional Insureds:

- [X] Owners and/or Lessors of the premises leased, rented or loaned to you
- [X] Sponsors
- [X] Co-Promoters
- [X] Any individual person(s) or organization(s) listed below:

Coaches, Officials and Volunteers are Additional Insureds but only while acting within the scope of their duties of the insured (others by request and endorsement, subject to underwriting approval).

AUTHORIZED REPRESENTATIVE DATE

HOLD HARMLESS AGREEMENT

The Northwest Florida Track Club, Inc agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Rodeo Run 5K to be held on October 2, 2022.

In addition, the The Northwest Florida Track Club, Inc agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than $1,000,000.00.

The Northwest Florida Track Club, Inc
(Corporate Name)

Signature of President

Frank McKenzie
Print name with President next to name

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 2nd day of June 2022 by Frank McKenzie.

Michele M Flynn (Seal)
Signature of Person Taking Acknowledgement

MICHELE M FLYNN
Printed name of Person Taking Acknowledgement

Personally known ✓ or has produced identification _____

Type of Identification produced _____.

MICHELE M. FLYNN
MY COMMISSION EXPIRES SEPTEMBER 1, 2023
#GG 338592
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

DFCD

From: Matt Taylor [mailto:MTaylor@destinfire.com]
Sent: Thursday, June 9, 2022 2:44 PM
To: Brian M.
Cc: Mike Landis; Jeff Anderson; Justin Blixt
Subject: RE: Upcoming running event in Destin

Brian,

Thank you for notifying the Destin Fire Control District of the Annual Rodeo Run 5K on Sunday Oct 2, 2022 at 8:00am. The appropriate shift has been copied on this e-mail.

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413

From: Brian M. <btexpress@cox.net>
Sent: Thursday, June 9, 2022 11:51 AM
To: Matt Taylor <MTaylor@destinfire.com>
Subject: Upcoming running event in Destin

Mr. Taylor,
The Northwest Florida Track Club (NWFTC) is planning its annual Rodeo Run 5K to be held Sunday Oct 2, 2022 at 0800 hours.
As part of the permitting process, we need your approval.
The run will start and finish at Clement Taylor Park on Calhoun Ave, run along Calhoun and Cross streets.
The map is attached.
The roads will not be closed and all participants will be briefed to yield to emergency vehicles.
If we have an emergency, we will call 911.
Please reply to this email with your approval or call me if you have any questions.

Brian McMahon
Race Coordinator, NWFTC
850-582-5273

Dr. Cty. EMS

From: Patrick Maddox [mailto:pmaddox@myokaloosa.com]
Sent: Thursday, June 9, 2022 11:51 AM
To: 'Brian M.'
Cc: Catherine Card; 'Charles A. Nix'; Kenneth LaPee
Subject: RE: Upcoming running event in Destin

Brian,

No objection from Public Safety. I have copied Destin's PIO and OCSO for their input.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, Fl. 32578
(850) 651-7150
pmaddox@myokaloosa.com

From: Brian M. <btexpress@cox.net>
Sent: Thursday, June 9, 2022 11:49
To: Patrick Maddox <pmaddox@myokaloosa.com>
Subject: Upcoming running event in Destin

Mr. Maddox,
The Northwest Florida Track Club (NWFTC) is planning its annual Rodeo Run 5K to be held Sunday Oct 2, 2022 at 0800 hours.
As part of the permitting process, we need your approval.
The run will start and finish at Clement Taylor Park on Calhoun Ave, run along Calhoun and Cross streets.
The map is attached.
The roads will not be closed and all participants will be briefed to yield to emergency vehicles.
If we have an emergency, we will call 911.
Please reply to this email with your approval or call me if you have any questions.

Brian McMahon
Race Coordinator, NWFTC
850-582-5273

Ok. Cty. Sheriff

From: Kenneth LaPee [mailto:klapee@sheriff-okaloosa.org]
Sent: Thursday, June 13, 2022 10:43 AM
To: Brian M
Subject: RE: upcoming running event in Destin

Good Morning Sir,

I am the final approval from the Sheriff's office. The district commander has provided their input. **I approve the event as stated.** Feel free to provide my contact information to city and county officials when completing your event permit.

Best Regards,
Ken LaPee
Chief Deputy
Okaloosa County Sheriff's Office
Office: (850)609-4946

From: terry601@aol.com [mailto:terry601@aol.com]
Sent: Monday, June 13, 2022 11:01 AM
To: jfulghum@sheriff-okaloosa.org; btexpress@cox.net
Cc: mhowell@sheriff-okaloosa.org; bparkton@sheriff-okaloosa.org; ljohnson@cityofdestin.com; ccard@cityofdestin.com; wwarren@cityofdestin.com
Subject: Re: upcoming running event in Destin

The Posse will support this event with traffic control with at least 3 vehicles and 4 officers.
Terry
In a message dated 6/13/2022 9:46:34 AM Central Standard Time, jfulghum@sheriff-okaloosa.org writes:
Good Morning Mr. McMahon,
I have reviewed the route and have no objections. We do ask that runners stay on the sidewalk as much as possible and avoid the roadway. The event should post volunteers in bright colored or reflective vests at major intersections to warn runners of oncoming traffic. Examples of these intersections would be but not limited to:
Zerbe
Kelly St.
Cross St.
Benning Dr.
Bay Ct.

I have also cc'ed Capt Terry Watkins with the Sheriff's Posse. The Posse has availability that day and is willing to assist with the race.

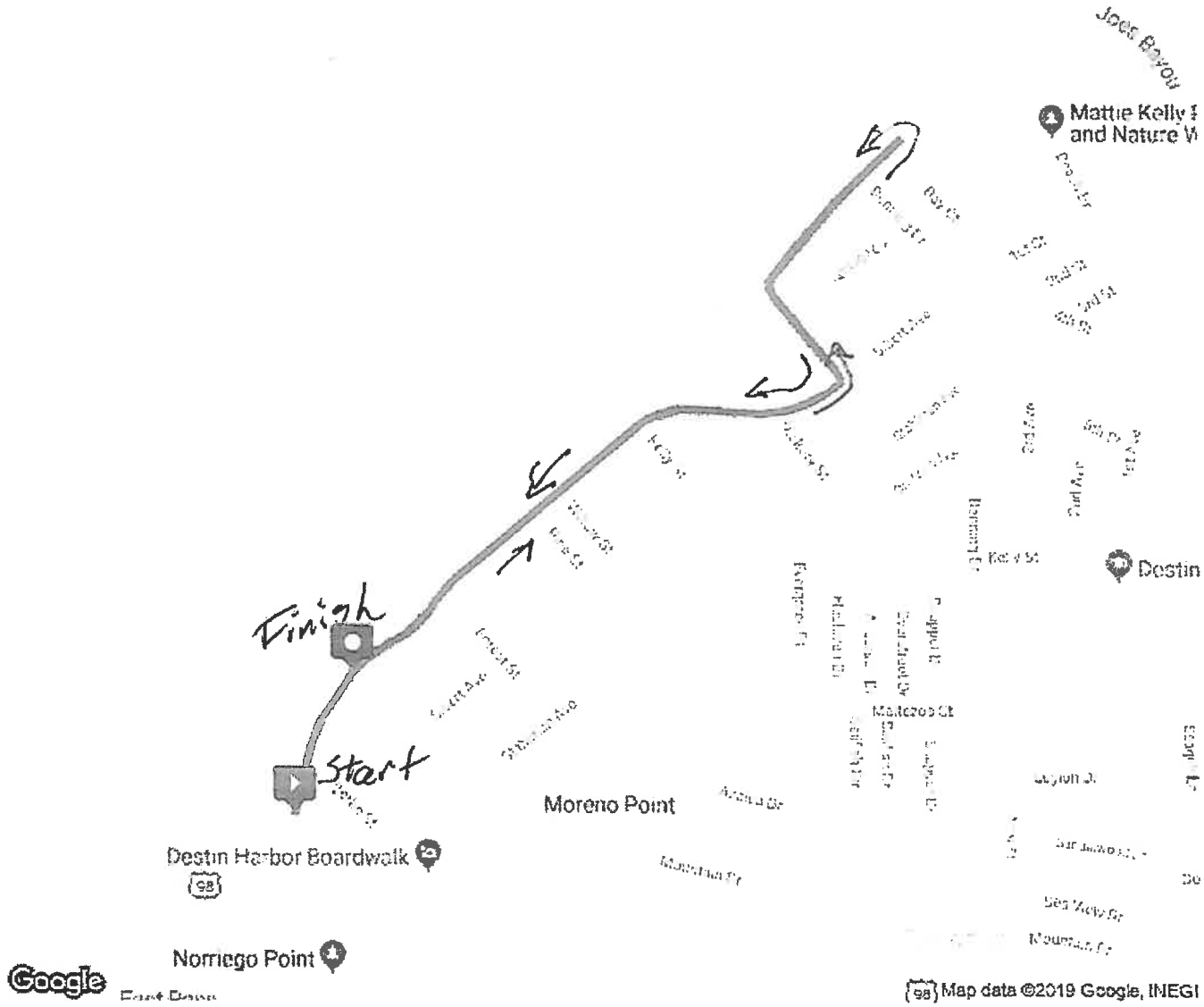
Destin city management also cc'd.

Joseph Jason Fulghum
Captain/East District
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, Fl. 32579
Mobile: 850-685-7106
Dispatch: 850-651-7400
jfulghum@sheriff-okaloosa.org

Calhoun Ave 5K

Distance: 3.07 mi
Elevation Gain: 37 ft
Elevation Max: 41 ft

Notes



Kim Montgomery

From: Kyle Bauman <kbauman@asglegal.com>
Sent: Monday, July 25, 2022 11:43 AM
To: Karen Jankowski; Kim Montgomery
Cc: Rey Bailey; Sharon Gardner
Subject: RE: Destin Rodeo Run 5k Request for use of ROW

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Looks good to me too.

Thanks,
Kyle

Kyle S. Bauman, Esq.

Anchors Smith Grimsley
a Professional Limited Company
Attorneys and Counselors at Law
909 Mar Walt Drive, Ste. 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
(850) 862-1138 (fax)
kbauman@asglegal.com

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From: Karen Jankowski <kjankowski@cityofdestin.com>
Sent: Thursday, July 21, 2022 12:20 PM
To: Kim Montgomery <kmontgomery@cityofdestin.com>; Kyle Bauman <kbauman@asglegal.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>
Subject: Re: Destin Rodeo Run 5k Request for use of ROW

All,
To my knowledge I do not see any issues with the attached.

Karen Jankowski
Interim HR Manager

ITEM # 2022-5718

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE: 8/22/22

SUBJECT: FY 2021 Edward Byrne JAG Grant - 51% Letter of Support

---

I. BACKGROUND: Each year the Okaloosa County criminal justice system is awarded funds through the Federal JAG Byrne Formula Grant Program. It is a requirement of the Edward Byrne Memorial Justice Assistance Grant Program that each city in the county attach a 51% letter of support to each grant application submitted for Okaloosa County. Attached with Mayor Jarvis's signature is a letter supporting the distribution of grant funds allocated to Okaloosa County. In order to be eligible for this funding, an entity must perform law enforcement functions as determined by the Secretary of the Interior.

II. DISCUSSION: Annual housekeeping request for letter of support.

A. Link to Strategic Goals / Objectives: Enhance quality of life and safety for families

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

C. Level of Service (LOS): The city will benefit from this grant through services delivered by the Okaloosa County Sheriff's Office.

D. Legislative Sponsor:

III. CONCLUSION: Staff received the 51% Letter of Support request on 8/19/22. The deadline for returning this letter to the Program Coordinator for the First Judicial Circuit Drug Court Program was 8/26/22. The mayor signed the letter on 8/19/22 and the letter was sent to the Program Coordinator.

IV. RECOMMENDED MOTION: No motion - informational only.

Attachments:

ITEM # 2022-5718

1. Email Request for Edward Byrne JAG Grant - 51% Letter of Support
2. Letter of Support - Edward Byrne JAG Grant

Rey Bailey

From: Stacy K. Roberts <Stacy.Roberts@FLCOURTS1.GOV>
Sent: Friday, August 19, 2022 12:10 PM
To: Gary Jarvis; Rey Bailey; Council; Lance Johnson
Subject: RE: FFY2021 Edward Byrne JAG Grant - 51% Letter of Support
Attachments: 51% Letter of Support - Destin.docx

Importance: High

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Please use this 51% letter as I had to correct the name of the person the letter was written to. I apologize for this error

Stacy Roberts
Program Coordiantor
First Judicial Circuit Drug Court Programs
M.C. Blanchard Judicial Building
190 Governmental Center, 5th Floor
Pensacola FL 32502
850-595-3055 – Office

Attention: The information contained in this E-mail message may be privileged and confidential under Fla. R. Jud. Admin. 2.420 and information intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply E-mail and destroy all copies of the original message. Thank you.

From: Stacy K. Roberts
Sent: Friday, August 19, 2022 11:55 AM
To: gjarvis@cityofdestin.com; Rey Bailey <rbailey@cityofdestin.com>; council@cityofdestin.com; ljohnson@cityofdestin.com
Subject: FFY2021 Edward Byrne JAG Grant - 51% Letter of Support
Importance: High

Good morning. As you may recall from years past, it is a requirement of the Edward Byrne Memorial Justice Assistant Grant Program that each agency receiving grant funding attach a 51% letter of support to each grant application submitted for Okaloosa County. Attached, for Mayor Jarvis' signature, is a letter supporting the distribution of grant funds allocated for Okaloosa County. I would appreciate your printing the attached letter on letterhead and, after Mayor Jarvis signs the letter, scan/email or fax a copy to me at 850-595-3059. Please place the original signed letter in the mail to me at M.C. Blanchard Judicial Building, 190 Governmental Center, Court Administration – 5th Floor, Pensacola, Florida 32502. The deadline for submission of these letters to FDLE is Friday, August 26, 2022. I apologize for the need of the quick turnaround.

Should you have any questions, please do not hesitate to contact me.

Office of the Mayor

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-650-9250 | www.cityofdestin.com

August 19, 2022

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Department of Law Enforcement
Post Office Box 1489
Tallahassee, Florida 32302-1489

Dear Mr. Menacof:

In compliance with the State of Florida Rule 11D-9, F.A.C., the City of Destin approves distribution of $72,324 of Federal Fiscal Year 2021 Edward Byrne Memorial JAG Program funds for the following projects within Okaloosa County:

Subgrantee (City or County)	Title of Project	Dollar Amount (Federal Funds)
Okaloosa County	Ballistic Shields Replacement	$15,227
Okaloosa County	Family Violence Prevention Project	$15,227
Okaloosa County	Body Armor Upgrade	$12,200
City of Crestview	Evidence / Safety Wrap 2022	$11,270
City of Ft. Walton Beach	FWBPD Diver Down	$15,000
Town of Shalimar	Vehicle Safety Upgrade	$ 3,400
	Total Allocation	**$72,324**

Sincerely,

Gary Jarvis, Mayor
City of Destin

ITEM # 2022-5632

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 08/10/2022

SUBJECT: Resolution 22-12, Authorization to renew FDOT Right-of-Way Maintenance Agreement with Ferrovial Services Infrastructure, Inc.

I. BACKGROUND: The City for the past several years has contracted with Ferrovial Services to provide enhanced right-of-way maintenance on US98. The City, through our continuing services median maintenance contractor, provides litter pickup and edging/sweeping services more frequently than FDOT or Ferrovial would normally provide. This year compensation for mowing and other services is included. Approval of this item by adopting Resolution 22-12 (ATT1), will continue that partnership for an additional year.

II. DISCUSSION: Ferrovial Services Infrastructure, Inc. is currently contracted by the FDOT to provide landscape maintenance of the FDOT ROW's located within the Destin City Limits (Highway 98 corridor). For many years, the City has desired the aesthetics of these ROWs to be maintained to a higher standard than what would normally be provided by the FDOT or their contractor, therefore; the City has entered into a contract with Ferrovial assuming the responsibility for performing litter removal, edging/sweeping and mowing functions (new compensated activity) for certain FDOT ROWs within the City limits. In return for the City providing these services on their behalf, Ferrovial will reimburse the City for a portion of the costs incurred in the amount of $39,618.32. The City, in turn, has contracted with ZIIC Outdoors, Inc. to provide the contracted services in the FDOT ROW's located within the Destin City Limits. The contract has been included as ATT2.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:
> A green and sustainable environment
> Enhanced quality of life and safety for families

B. Effect on Budget (EOB): Ferrovial will reimburse the City $39,618.32 in accordance with the contract to help offset the City's expenses in providing these enhanced levels of service. This amount will be paid to the City in 12 equal installments of $3301.52 for the time period August 1, 2022 - July 31, 2023.

Adopting this resolution at this rate was anticipated when the FY 2022 budget was adopted, and therefore will have no effect on the currently adopted budget. These grant revenues are currently tracked in Revenue Account 01300-334490.

C. Level of Service (LOS): Enhanced aesthetics for the Hwy 98 corridor from the Marler Bridge to the County Line.

D. Legislative Sponsor:

III. CONCLUSION: The City has made a substantial investment in maintaining the Hwy 98 medians to a higher standard that would normally be provided by FDOT or their contractor. Renewal of the contract with Ferrovial will continue to give the City the ability to provide a more aesthetically pleasing driving experience for our residents and visitors as they travel the Highway 98 corridor and to recoup some of the associated costs.

IV. RECOMMENDED MOTION: I move that Council adopt Resolution 21-09, and authorize the City Manager to execute the contract with Ferrovial Infrastructure Services Inc.

Attachments:

1. ATT1: Resolution 22-12 Ferrovial FDOT ROW Resolution
2. ATT2: City of Destin 2022-2023 Maintenance Agreement

RESOLUTION 22-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ACCEPTING AND ADOPTING THE 2022 - 2023 FDOT RIGHT-OF-WAY MAINTENANCE CONTRACT BETWEEN THE CITY OF DESTIN AND FERROVIAL SERVICES INFRASTRUCTURE, INCORPORATED; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, Ferrovial Services Infrastructure, Inc. is contracted by the State of Florida to maintain the Florida Department of Transportation (FDOT) right-of-way landscaping within the Destin City Limits; and

WHEREAS, the City desires the FDOT right-of-way within the Destin City Limits to be maintained to a higher standard than is required by the State of Florida contract with Ferrovial Services Infrastructure, Inc.; and

WHEREAS, Ferrovial Services Infrastructure, Inc. is allowed to subcontract the FDOT right-of-way landscape maintenance with the City of Destin; and

WHEREAS, Ferrovial Services Infrastructure, Inc. has agreed to reimburse the City of Destin $39,618.32 for performing the landscape maintenance within the FDOT right-of-ways;

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the contract between the City of Destin and Ferrovial Services Infrastructure, Inc. for routine landscape maintenance of FDOT right-of-ways within the Destin City Limits, effective for a twelve-month period ending July 31, 2023.

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

ADOPTED THIS 8th DAY OF SEPTEMBER 2022
BY:

_____
Gary Jarvis, Mayor

ATTEST:

_____
Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency_____
Kyle Bauman, City Attorney

ferrovial
services

FERROVIAL SERVICES INFRASTRUCTURE, INC. ("Ferrovial")

MASTER CONTRACT

CONTRACT No.: 4600003570

This Master Contract ("Contract") is between the City of Destin, with a principal place of business at 4200 Indian Bayou Trail, Destin, FL 32541 ("Contractor"), & Ferrovial Services Infrastructure, Inc. ("Ferrovial") effective as of 8/1/2022 (the "Effective Date").

1. **Scope of the Contract**. The Contract sets forth the terms and conditions for the following work:

   Right of Way Maintenance within Destin City Limits**.**

2. **Background.** Right of Way Maintenance, City of Destin in Okaloosa County to be performed from August 1, 2022 through July 31, 2023.

3. **Documents**. The Contract consists of the following documents:
   a. Master Contract
   b. Attachment A: General Contract Terms and Conditions Level I
   c. Attachment B: Scope of Work, including Special Provisions
   d. Attachment C: Contractor's Request for Proposal Response and Quotation
   e. Attachment D: Deliverables, Milestones and Payment Schedule
   f. Attachment E: Change Order Form
   g. Attachment F: Lane Closure Restrictions
   h. Attachment G: MBE/WBE/DBE/HUB Business
   i. Attachment H: Equipment Certification

   These parts will be read as one document, the contents of which, in the event and to the extent of conflict between the parts, will be given precedence in the order above, except that Attachment B shall have precedence over Attachment A.

4. **Term of Contract**. This Contract shall continue in effect for one (1) year from the Effective Date, unless terminated in accordance with the provisions of this Contract.

5. **Notice.** Any correspondence or notice given by either party to the other is served, if delivered in person or if deposited in the mail, properly stamped, and addressed as shown below. Notices may be addressed as follows:

If to Contractor:	**If to Ferrovial:**
Attn:	Attn: Jessi Allen
	3050 Copter Road
	Pensacola, FL 32514
Phone:	
Email:	Jessi.Allen@ferrovialservices.com
With Copy to:	**With Copy to: Bryan Ledlow**
	Joseph.Ledlow@ferrovialservices.com

6. **Entire Agreement.** This Contract and the Attachments hereto, shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Contract and supersedes any and all previous agreements between the parties, whether written or oral, with respect to its subject matter. All negotiations, representations, warranties and agreements made between the parties are merged herein; and the making, execution, and delivery of this Contract by the parties has not been induced by any representations, statements, warranties, or agreements that are not expressed fully herein. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Contract unless expressly provided in this Contract. No term or provision of this Contract may be varied or modified by any prior or subsequent statement, conduct, or act of either of the parties, provided that hereafter the parties hereto may amend this Contract by written instrument specifically referring to, and executed in the same manner as, this Contract.

7. **Authority**. This Contract shall be binding on and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise provided for herein. A corporate officer signing this document on behalf of the Contractor warrants that he/she has full authority to sign this document.

In witness whereof, the parties have caused this Master Contract to be signed effective as of the Effective Date above.

CONTRACTOR:

City of Destin	**FERROVIAL SERVICES INFRASTRUCTURE, INC.**
_____	_____
PRINT NAME	PRINT NAME
_____	_____
TITLE	TITLE
_____	_____
SIGNATURE/DATE	SIGNATURE/DATE

ferrovial
services

ATTACHMENT A

GENERAL CONTRACT TERMS AND CONDITIONS

LEVEL I

A. PERFORMANCE OF WORK

1. **INDEPENDENT CONTRACTOR**: Contractor is an independent contractor with respect to the work supplied by Contractor for Ferrovial, and neither Contractor nor anyone used or employed by Contractor shall be deemed for any purpose to be an agent or employee of Ferrovial. Ferrovial shall have no direction or control over of Contractor or its employees except in the results to be obtained from the work. Contractor shall be solely responsible for the withholding or payment of all Federal, State and local Personal Income Taxes, Social Security, Unemployment and Sickness Disability Insurance and other payroll taxes with respect to its employees, including contributions from them when as and required by law.

2. **BACKGROUND:** This work shall consist of right of way maintenance along roadways managed by Ferrovial Services and outlined in the scope in Attachment B. This work shall be performed during the period of August 1, 2022 through July 31, 2023.

3. **STANDARD OF CARE:** The Contractor shall perform the work or provide the goods and/or services specified in this Contract in accordance with all generally accepted industry standards and practices, in a workmanlike manner and in full compliance with all terms and conditions of this Contract.

4. **DEFINITIONS:**
   FLORIDA DEPARTMENT OF TRANSPORTATION is hereinafter referred to as FDOT or DOT.

5. **WORK PROGRESS:** Contractor agrees to perform the work identified in the Scope of Work, Attachment B, as provided for in Contractor's Request for Proposal Response and Quotation, Attachment C. Contractor agrees to meet the deliverables and deadlines as defined in Attachment D to this Contract. In the event work is not completed and fully accepted by the due date, liquidated damages as further defined in this Contract shall apply. The Contractor shall perform work in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress.

6. **EXAMINATION OF WORK SITE AND CONTRACT DOCUMENTS:** It is the Contractor's responsibility to examine the site of the work and all documents comprising the Contract before submitting a bid. The submission of a bid and execution of this Contract will be considered evidence that the Contractor has inspected and is aware of all conditions which could affect the work, understands the meaning and intent of the contract documents, and has included appropriate amounts in its bid to cover the cost of the prescribed work. All manuals, specifications, standards and related written materials referenced in this contract are available for review and coping at Ferrovial's offices.

7. **LABOR, MATERIALS AND EQUIPMENT:** The Contractor shall furnish all labor, materials, equipment, machinery, supplies, equipment, tools, appliances, transportation, fuel, power/energy, supervision, traffic barriers, traffic control, including Law Enforcement supports, incidentals, and any other items or incidentals as required to start-up and complete full performance of the Scope of Work. Contractor is responsible for all mobilizations and demobilizations required for the project.

8. **COORDINATION OF WORK:** The Contractor shall coordinate work activities with any others which may be underway in the vicinity of the work site(s). The Contractor may, for the purpose of coordination, request a meeting with any other party responsible for such activities. The Contractor shall attend any and all meetings when requested to do so by Ferrovial. Contractor shall be required to

participate in meetings between Ferrovial and FDOT concerning matters pertaining to Contractor, its work or the coordination of its work with other contractors, provided that all direction to such Contractor shall be provided by Ferrovial, and provided further that nothing in this Section shall limit authority of FDOT to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property.

9. **WORK SCHEDULE:** Work shall be performed as designated in Scope of Work, unless otherwise approved by the Ferrovial Project Manager. The Contractor shall schedule work to minimize inconvenience to the users of the highway. No work shall be performed when the visibility is less than 1500 feet without the written approval of Ferrovial.

10. **TIME ADJUSTMENTS:** An extension of the Contract or Work Order time may be allowed when a major item of work is delayed for reasons beyond the control of the Contractor. The Contractor is not entitled to additional compensation as a result of such an extension. Extensions will not be granted for foreseeable delays or delays caused by the Contractor.

11. **CONTRACTOR'S PERSONNEL:** The Contractor shall at all times have on the work site, as his/her agent, a competent English-speaking Project Manager and Superintendent capable of thoroughly interpreting the Contract documents and experienced in the type of work being performed. The Project Manager or the Superintendent shall have full authority to perform the work, execute the orders or directions of Ferrovial and to supply promptly any materials, tools, equipment, labor, incidentals, etc. which may be required to perform the work.

12. **CONTRACTOR'S EQUIPMENT:** The Contractor shall have available and in good working order, prior to the start of work under this Contract, all necessary equipment for this work which shall be of sufficient size, type and quantity as selected and supplied, at the sole discretion of the Contractor, to complete the work.

    The Contractor's trucks and/or other road-going equipment shall have the company's name prominently and legibly displayed on the truck or equipment.

    The Contractor may park equipment within 30 feet of the right-of-way line and the contractor may park equipment on the right-of-way overnight as close to the right-of-way line as possible with prior approval of the Ferrovial Project Manager. Contractor's equipment shall not be parked overnight in the median regardless of the width of the median. The Ferrovial Project Manager shall approve all staging areas on the right-of-way. Contractors choosing to park equipment on right-of-way do so at their sole risk. Neither DOT nor Ferrovial shall be liable for any loss, including but not limited to damage, theft, vandalism, etc.

13. **WAIVER OF CONTRACT TERMS AND CONDITIONS:** Any waiver, or non-enforcement of any contract terms and conditions by Ferrovial shall not constitute approval or be considered as a precedent for the future waiver of the same contract terms and conditions. A waiver of any contract terms and conditions shall not render any other portion of the Contract to be unenforceable by Ferrovial.

14. **DEPARTMENT STANDARDS**: Unless otherwise approved by the Ferrovial Project Manager, work performed and material used under this Contract shall conform to the latest version of all FDOT manuals. Standards, specifications, statewide special specifications, policies, procedures and their addenda, as they may be amended, supplemented or updated. These include, but are not limited to the following:

    A. Standards and Specifications including all supplemental specifications and special provisions in the specifications workbook.

    B. Standard Specification for Road and Bridge Construction (in last edition)

    C. Design Manual

    D. MUTCD

    E. Standard Maintenance Special Provisions

    F. Maintenance Activity Standards

    G. Workbook of Implemented Modifications in the Standard Specifications

    H. Qualified Products List

I. The attached Special Provisions

J. Design Standards for Design, Construction, Maintenance and Utility Operations.

B. CONTROL OF WORK

1. **EXECUTION OF CONTRACT:** Contractor shall execute and return the necessary Contract documents within five (5) calendar days of award. No bid award will be considered binding upon Ferrovial until the execution of the Contract by Ferrovial.

   Failure of the Contractor to execute and/or provide all required documents within the time limits specified may result in award to another Contractor.

2. **AUTHORITY OF THE PROJECT MANAGER:** The administration of this project for Ferrovial shall be through its Project Manager ("Ferrovial Project Manager"), who may act either directly or through duly authorized representatives. The Ferrovial Project Manager will inspect and evaluate the work of the Contractor for general conformity to the Contract. All work shall be done to the satisfaction of the Ferrovial Project Manager

   The Ferrovial Project Manager will decide all questions which may arise as to 1) the quality and acceptability of work performed; 2) the rate of progress of the work; 3) the interpretation of the Contract; and 4) the acceptable fulfillment of the Contract on the part of the Contractor. The Ferrovial Project Manager shall have the authority to alter work priorities in order to address special needs of Ferrovial or to enforce and make effective such decisions and orders as deemed necessary if the Contractor fails to diligently carry out the work in accordance with these Contract documents.

   Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined to be unacceptable shall be re-worked by the Contractor at no additional cost to Ferrovial. The Ferrovial Project Manager will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

   During the performance of the work, the Ferrovial Project Manager may have the right, but not the obligation to suspend the work, wholly or in part, due to failure of the Contractor to 1) correct conditions unsafe for the workers, or the general public 2) for failure to carry out provisions of this Contract 3) failure of the Contractor to suspend operations due to unsuitable weather 4) and other conditions or reasons deemed to be in the public's interest. Suspension of work under this provision shall not be grounds for additional compensation to the Contractor.

   Ferrovial reserves the right to perform any type of highway maintenance within the limits of the work, including concurrent work by Ferrovial or other Ferrovial Contractors. Concurrent work may include the type of work noted in these Contract documents.

3. **COMMENCEMENT OF WORK:** The Ferrovial Project Manager will issue a Work Order notifying the Contractor to proceed with the work. The Contractor shall begin work no later than <u>fourteen (14) calendar</u> days after the issue date of the initial Work Order or as otherwise specified in Attachment D. The Contractor shall begin work no later than <u>five (5) calendar</u> days after the issue date of subsequent Work Orders, or as otherwise specified in Attachment D.

   If the Contractor begins work prior to the limits noted above, Work Order completion time will begin to accrue when the Contractor begins work.

   The Ferrovial Project Manager will schedule a Pre-Work conference to review the work to be done and the requirements of the Contract prior to issuing the initial Work Order. At the pre-work or earlier, the Contractor shall submit to the Ferrovial Project Manager for review two (2) copies of the Contractor's proposed work plan and methods for performing the required work including a listing of equipment and anticipated personnel.

4. **REPORTING:** Contractor shall provide progress reports to Ferrovial appropriate for the type of work Contractor is performing sufficient to enable Ferrovial to provide reports it is required to furnish. The format and frequency of reports will be agreed upon between Contractor's Project Manager and the Ferrovial Project Manager.

5. **CHANGE ORDERS:** Changes to the work as defined in the Scope of Work will be documented and approved by the following process. Contractor shall prepare a Change Order Form, Attachment E, and submit to the Ferrovial Project Manager for review. If approved, the Ferrovial Project Manager will route internally as required for financial and procurement approvals. The executed Change Order Form will be provided to the Contractor for authorization to proceed. Any resulting changes to the lump sum amount shall be

reflected in an Amendment to the Contract. No changes shall commence without a fully executed Change Order. Ferrovial will not be liable for any costs incurred by Contractor due to unauthorized changes.

6. **LIQUIDATED DAMAGES:** Liquidated damages of $250/Calendar Day (subject to adjustment, see the Special Provisions) may be charged against the Contractor for each calendar day beyond that provided in the Work Order, in which the work remains incomplete. These charges are not a penalty, but both parties agree, fairly represent the cost of administration, engineering, supervision, inspection, and other Ferrovial expenses related to the Contract.

   If the Contractor fails to meet the performance standards identified in the Contract, in addition to the liquidated damages, the Contractor will be responsible for any penalties imposed by DOT on Ferrovial resulting from these failures. In addition, Ferrovial may take steps to have the work corrected. Once the Contractor is notified that Ferrovial is taking corrective action, the Contractor shall refrain from performing work on the item in question unless approved by the Ferrovial Project Manager. The costs associated with these measures will be at the Contractor's sole cost and expense and will be deducted from any monies due the Contractor, if any, or repaid to Ferrovial, by the Contractor, within 20 days.

7. **WORK ACCEPTANCE:** Upon completion of the assigned work, the Contractor will notify the Ferrovial Project Manager or his or her designee that the work is complete and the work quantities and quality were accomplished in accordance with the Contract Work Order. The Work Order will be reviewed and signed by both the Contractor and Ferrovial on the day the work is completed. All completed work will be reviewed to verify quality and quantity, prior to accepting the Contractor's work and signing the Work Order. The Contractor will submit a copy of the signed Work Order with its invoice for payment. The Contractor shall execute the Contract "Close-out and Release Form", as part of final payment procedure, or annual renewal.

   The Contractor agrees that Ferrovial's inspection, review, acceptance, approval, or payment for the Contractor's work shall not relieve the Contractor of the Contractor's (or Sub-Contractor's of any tier) sole responsibility for the work, including latent defects in material and/or application, workmanship, use, quality, or Contractor's negligent acts, errors, omissions, or Contractor's improperly performing or improperly failing to perform the work under this contract.

8. **MATERIALS:** All materials shall conform to applicable sections of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Latest edition), as amended and supplemented, unless otherwise specified in the Special Provisions.

   Used, reconditioned, or remanufactured supplies shall not be utilized unless otherwise specified or approved in writing by the Ferrovial Project Manager.

   Any and all salvageable materials within the limits of each work site shall be utilized in that work site at no additional cost. If not used, the material becomes the property and responsibility of the Contractor.

9. **TRAFFIC CONTROL:** The Contractor is responsible for work site safety and work zone traffic control. The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the life or safety of individuals at the work site or the users of the facility. All traffic control devices shall conform to and be placed in accordance with the requirements of Part VI of the U.S. DOT Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with the, Worksite Traffic Supervisor, Florida Department of Transportation Standard Index 600 series of the Roadway & Traffic Design Standards, latest edition.

   Ferrovial will fully enforce all Traffic control provisions; no deviations from the manual are expected or will be permitted unless otherwise approved in writing by the Ferrovial Project Manager.

   The Contractor shall furnish any traffic control devices, including law enforcement supports when required, and temporary sign panels, necessary to perform this work and shall be responsible for their cost, placement, proper maintenance, and removal.

   In addition to mainline signing, proper signs shall be displayed on all affected ramps prior to the start of operations in interchange areas.

   For Work Orders requiring maintenance of traffic, the Contractor shall submit to the Ferrovial Project Manager for review, prior to beginning work, two (2) copies of their proposed traffic and safety plan. The Contractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic. Submission of the Contractor's safety and traffic plan(s) shall not relieve the Contractor of its sole responsibility and/or liability for injury to persons or damage to property caused by or attributed to the Contractor.

Any necessary mainline, primary, and/or, service road, lane and/or ramp/interchange/intersection closures must be requested by Contractor and approved by the Ferrovial Project Manager at **least two weeks** prior to the closure.

C. OTHER REQUIREMENTS

1. **CONTRACTOR REGISTRATION:** The Contractor must furnish Ferrovial proof of authorization to do business in the State and where required of licensure in any political jurisdictions in which the work is to be performed. Any required profession or trade license shall also be required.

2. **LAW AND VENUE:** The Contractor shall comply with all applicable Federal, State and Local statutes, laws, ordinances, rules and regulations. This Contract shall be construed under the laws of the State of Florida. The venue of any judicial proceeding arising from this Contract shall be Okaloosa County, Florida. The Contractor waives any and all defenses to a change of venue based upon forum non convenience or any other procedural theory.

3. **PERMITS, FEES AND NOTIFICATIONS:** The Contractor shall secure and pay fees associated with all permits required to perform the work. The Contractor will properly display, at or near the worksite, all required permits.

4. **PRESERVATION OF PROPERTY:** The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to property shall immediately be restored to the previously existing condition. Ferrovial shall make no payment for such restorative work.

   Damage to essential signs (stop, yield, one-way, etc.) shall be reported immediately. Ferrovial will repair essential signs at the Contractor's expense. Should any non-essential sign suffer damage, the Ferrovial Project Manager, or designated representative, shall be notified no later than the end of that workday.

   The Contractor may repair or replace damaged non-essential signs; delineators, etc. within 7 days if approved by the Ferrovial Project Manager, or Ferrovial may repair or replace damaged non- essential signs, delineators, etc. at the Contractor's expense. The Contractor shall take care not to damage wildflower plantings, planted trees or shrubs. The Contractor shall replant or replace, at the Contractor's expense any damage to such plantings.

   The Contractor shall use suitable precautions to prevent damage to underground and overhead structures and signs, including but not limited to: pipes, conduits, poles, wires, cables, roadway signs, delineators, fence, guardrail, land monuments, etc.

5. **UTILITIES:** The Contractor shall be responsible for the maintenance, protection and continuance of service for any utilities encountered in the performance of their work within <u>the project limits</u> for the duration of the Contract.

   The Contractor shall notify SUNSHINE ONE CALL prior to digging within the right of way which could be affected by the work in accordance with the Underground Utility Damage Prevention Act, and all other applicable rules, laws and regulations.

6. **INDEMNITY:** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Florida Department of Transportation (FDOT) and Ferrovial, it's agents and employees from and against all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim, damage, loss or expenses is caused in part, by a party indemnified hereunder, except claims or litigation caused by or resulting from the sole negligence of the party indemnified hereunder.

   The parties agree that 1% of the total compensation to the Contractor is the specific consideration from Ferrovial for the Contractor's indemnity agreement and the parties further agree that 1% is included in the contract amount.

7. **INSURANCE REQUIREMENTS:** Without any way limiting contractor's liability under this Contract, the Contractor, prior to execution of the Contract by Ferrovial, shall furnish evidence to Ferrovial that the Contractor has in force during the duration of the Contract the types and amounts of insurance noted below. Failure of the Contractor to continuously maintain all required insurance in force for the duration of the Contract shall be grounds for Contract termination. All insurance must be provided by companies authorized to do business in the State of Florida and with an A.M Best "rating" of A.

   GENERAL LIABILITY: The Contractor shall have Commercial General Liability Insurance. The limits of coverage shall be no less than $1,000,000. DOT and Ferrovial is to be named additional insured with respect to General Liability Coverage.

   WORKER'S COMPENSATION: The Contractor shall have Worker's Compensation and Employers Liability Insurance in accordance with

the laws of the State of Florida in amounts and limits required under State law, sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor's employees as required by Statute. The Contractor shall ensure that the employees of all sub-contractors of any tier are covered by Worker's Compensation Insurance, in accordance with the Laws of the State of Florida.

A certified copy of the Contractor's current Workers Compensation Insurance Experience Modification Factor (EMF) shall be submitted to Ferrovial along with proof of insurance.

VEHICLE LIABILITY: The Contractor shall have vehicle liability insurance with limits of coverage shall be no less than $500,000 Combined Single Limit. FDOT and Ferrovial are to be named as additional insurance with respect to vehicle liability coverage. The Contractor shall ensure its vehicles are properly registered in Florida, if applicable.

All policies shall contain waiver of subrogation clause in favor of Ferrovial and DOT.

The policy shall provide for "following form" under the Contractor's primary insurance coverage.

The Certificate of Insurance shall provide that the coverage evidenced therein may not be cancelled or materially changed without at least 30 days written notice in advance to Ferrovial.

8. **SAFETY AND HEALTH STANDARDS:** The Contractor shall have in effect a formal, documented safety program which meets or exceeds the Federal Occupational Safety and Health Act (OSHA) regulations and/or Florida State specifications, whichever is more restrictive.

Each vehicle involved in the operations (including those vehicles used for supervision) shall be equipped with a rotating or high intensity amber strobe light, visible from all directions. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the health, life or safety of individuals at the work site or the users of the highway facility. The Contractor shall also comply with applicable sections of OSHA regulations and Department of Transportation Accident Prevention Procedures Handbook (latest edition). In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

While working on Ferrovial projects, the Contractor's employees and Subcontractor's employees of any tier, including supervisory employees, shall wear, as a minimum, American National Standards Institute (ANSI) Z 89.1 approved hard hats, approved reflective vests or equivalent high visibility (and reflective if working after dark) clothing, and if appropriate, ANSI Z 41.1991 approved footwear. Contractor shall also use any other appropriate personal protective equipment which may be required for specific tasks.

Ferrovial Mandatory Safety Rules (MSR's) are as follows:

- Always verify and tag or lock all energy isolations
- Never remove another person's Danger Tag or Personal Lock without written authorization
- Always operate equipment and machinery within defined limits
- Never begin a skilled task or operate equipment and machinery unless qualified
- Always obtain authorization before entering a confined space
- Always protect against falling where you can fall more than 6 feet/ 2 meters
- Never work or travel under a suspended load
- Always wear seatbelts when a vehicle is in motion
- Never consume or be under the influence of alcohol or illicit drugs while at work
- Always wear proper safety gear
- Always safety plan the work

The MSR's are a requirement of this Contract and Contractor agrees that it, its employees, agents, and subcontractors will abide by each of these MSR's. Contractor agrees that these MSR's will be included and made part of each and every subcontract for work performed under this Contract. Contractor further agrees that any breach of the MSR's, subject to the findings of an investigation by Ferrovial, may result in a default and termination by Ferrovial of this Contract, at the sole discretion of Ferrovial. Contractor agrees to cooperate with, and participate in Ferrovial's investigation of any breach or alleged breach of these MSR's and to promptly report any breach or alleged breach of these MSR's to Ferrovial Project/Contract Manager. Any questions regarding these MSR's should be directed to the Ferrovial Project/Contract Manager.

9. **ENVIRONMENTAL, EROSION AND SEDIMENT CONTROL REGULATIONS:** The Contractor shall be aware of and conform to all Federal, State and Local statutes, laws, rules, regulations and requirements concerning environmental permits and erosion and sediment plans and the proper construction of same. The Contractor shall be especially aware of the following requirements:

   A. Discharges of any kind into waters, wetlands, or floodplains are not permitted, unless those discharges are properly permitted or certified to meet water quality standards.

   B. Discharges of lead based paint into the atmosphere or onto the ground are not permitted. A waste removal system certified by an Industrial Hygienist shall be utilized. This is required in the *Environmental Protection* and *Disposal of Material* payment items if included in the Special Provisions.

   C. Silt fencing shall be erected as required around all areas prior to where the land will be disturbed.

   D. Check dams, sediment basins, and/or hay bale filters as required are to be utilized to prevent silt and sediment from leaving the work area.

   E. Disturbed areas shall be restored as soon as possible.

   F. Containment or collection systems are required, when performing any concrete work over water.

   G. Additional actions may be necessary depending on the extent of work, weather and local conditions.

   H. Proper manifests and/or receipts from certified landfills shall be submitted for all waste materials removed from the site.

   I. When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, such operations shall be discontinued in the vicinity of the abnormal condition and Ferrovial shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; vapors; asbestos; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

   If the need for any remediation of the work site becomes apparent while the contract work is underway and such work items are not specifically included in the Special Provisions, the Contractor shall immediately notify Ferrovial. Ferrovial may solicit a price, and if accepted, issue a Supplemental Agreement prior to commencement of needed remediation work.

9. **ASSIGNMENT:** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, in whole or in part, or of any right, title or interest therein without the express written authorization from Ferrovial.

10. **KEY PERSONNEL:** The Contractor shall provide a list of Key Personnel who will oversee performance of the work, including but not limited to a Project Manager, Superintendent, Supervisors, and Safety Manager. The Key Personnel list shall contain phone numbers, fax numbers, cell phone number and pager numbers. This list may also be provided to DOT, as appropriate.

11. **WARRANTY**:

   A. With respect to goods furnished, including fabricated goods, under the Contract, Contractor warrants that the goods will: (i) strictly conform to the drawings, specifications, and sample (if any), and other requirements provided by Ferrovial to Contractor; (ii) conform with all applicable laws, ordinances, codes and regulations; (iii) be free from defects in materials, performance, operation, and workmanship for a period of ____ years after delivery and installation of the goods.

   B. With respect to services provided under this Contract, Contractor warrants and agrees that: (i) Contractor's work will meet all specifications and drawings provided by Ferrovial to Contractor; (ii) Contractor possesses all necessary expertise to perform the work in compliance with all applicable standards and other requirements, whether express or implied by law; (iv) the work will be performed in accordance with this Contract and all applicable laws, statues, ordinances, regulations, rules, standards (government and industry), and codes (government and industry); and (iv) the work will be free from defects for a period of ____ years after performance.

C. Upon notice by Ferrovial of a warranty claim, Contractor will promptly repair, replace or resupply the work in question (including removal, re-fabrication, reinstallation, access, shipping, labor costs, etc.) at no cost to Ferrovial. If Contractor fails after reasonable notice to proceed promptly and complete the repair, replacement or resupply of the defective work, Ferrovial may repair, resupply or replace the work and charge all related costs to Contractor without voiding the warranties herein, and without Ferrovial waiving any other rights or remedies it may have under this Contract. Such costs will be payable by Contractor to Ferrovial on demand.

13. **COMMUNICATION WITH FDOT:** Neither the Contractor nor any of its representatives may communicate directly with DOT or any of its employees, agents or representatives regarding the work, without the prior written approval of Ferrovial. All contact, communication and dealings with DOT and its employees, agents or representatives by the Contractor shall be solely through Ferrovial or its designated representative. The Contractor will utilize its best efforts to refer inadvertent inquiries from DOT to Ferrovial.

14. **TERMINATION OR SUSPENSION:** Ferrovial reserves the right to terminate or suspend the Contract, in whole or in part, because of unsatisfactory work, work progress, non-responsiveness, unsafe conditions, failure to comply with Contract provisions, for convenience of Ferrovial, due to termination by convenience, due to a Force Majeure Event, or FDOT default or when it is deemed in the best interests of Ferrovial. In any such termination event, Contractor agrees to hold harmless Ferrovial and FDOT from any liability for Contractor's indirect or consequential loss, lost profits and/or business opportunity.

    Ferrovial may terminate the Contract (with written notice and time to cure), should the Contractor fail to perform. Ferrovial may award the work to another subcontractor without notice if the work is of an urgent nature. Ferrovial's use of other subcontractors to complete the contracted work may result in Ferrovial back-charging the Contractor.

    The Contractor may terminate the contract only for non-payment, with fifteen (15) day Notice to Cure, provided there is no dispute of the amount due the Contractor.

15. **CONTRACTOR LIENS**: All liens, claims, and charges against Ferrovial shall not attach to any interest of DOT's Transportation Facilities.

16. **ANTI-DISCRIMINATION CLAUSE:** The Contractor shall (1) comply with all federal and state statutes, local laws, rules, regulations and ordnances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, gender, national origin, age, disability or other protected categories in the performance of work under this Contract; and (2) shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials.

17. **MINIMUM WAGE**: The Contractor shall affirm that all its employees, contract labor and subcontractor employees of any tier will be paid not less than the State/Federal Minimum Wage set forth in 29 CFR paragraph 206; and/or if applicable the current Davis-Bacon Act or Service Contract Act Wages (and benefits).

18. **NOTIFICATION OF CRIME CONVICTION:** The Contractor shall notify Ferrovial within thirty (30) days after conviction of a violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract ("Contract Crime") applicable to any of its officers, directors, executives, shareholders active in management, employees or agents of its affiliates as further provided for in Section 287.117 F.S.

19. **COMPLIANCE WITH LAWS:**

    A. The Contractor agrees that it shall make no statements, press or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of the Contract, without first notifying the Ferrovial Project Manager and receiving written consent. The Contractor also agrees that it shall not publish, copyright or patent any of the ideas, or data developed under this Contract, it being understood that such ideas, data or information is a "work for hire" and the property of the FDOT and/or Ferrovial.

    B. The Contractor agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to work performed under this Contract. The Contractor further covenants and agrees that if the Contractor employs a former state employee, the Contractor shall require that strict adherence by the former state employee to Florida Statutes, is a condition of employment for said former state employee. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this

Contract.

C. Ferrovial shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employees unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.

20. CONTRACTOR STANDING: Contractor must declare in writing, if Contractor, a sub-consultant, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of federal funds:

A. Is currently under suspicion, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

B. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

C. Does have a proposed debarment pending; or has been indicted, convicted or had a civil judgment rendered against it, or them by a court of competent jurisdiction in any matter involving fraud, or official misconduct in the past three years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining offer or responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

21. PROFESSIONAL ETHICS: Any person who is employed by Contractor and is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state licensing laws or rules shall submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the state licensing law applicable to that licensee. The complaint shall be confidential. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455, F.S. and applicable state law.

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

i. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

ii Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.

iii Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

23. DEPARTMENT SUCCESSION: This contract is fully assignable to DOT, including the benefit of all Contractor warranties, indemnities, guarantees, and professional responsibilities. Should this contract be assigned to DOT then the Contractor agrees that:

A. It will maintain usual and customary books and records for the type and scope of operations of business in which it is engaged (e.g., constructor, service provider).

B. It will permit audit by Ferrovial and provide progress reports to Ferrovial appropriate for the type of subcontract it is performing sufficient to enable Ferrovial to provide the reports it is required to furnish DOT.

C. It will allow DOT to assume the benefit of Ferrovial's subcontract rights and the work performed thereunder with liability only for those remaining obligations accruing after the date of assumption.

24. CONFIDENTIALITY: In connection with the work provided under this Contract, one party may disclose ("Disclosing Party") to the other party ("Receiving Party"), either orally, in writing, or by inspection, certain information related to Disclosing Party's business,

operations, or future business that is either non-public, confidential, proprietary in nature and which could facilitate the work ("Confidential Information"). The parties agree as follows:

A. The disclosure of any Confidential Information has been and will be solely for performing the work. The Receiving Party agrees that it will keep the Confidential Information confidential and will not, without the prior written consent of the Disclosing Party, disclose the Information to any other third party. Neither the Receiving Party nor any of its Representatives (defined herein) will use the Confidential Information for any purpose other than in performance of the work, except that the Receiving Party may disclosure Confidential Information solely to its employees, directors, officers, attorneys, accountants and financial advisors ("Representatives") as are necessary to perform the work, and only provided that such Representatives are informed of the and agree to abide by the terms of this Contract. The Receiving Party will be responsible for any violations of this Contact by their Representatives and shall use its best efforts to restrain their Representatives from unauthorized use or disclosure of the Confidential Information. Confidential Information shall not apply to information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in breach of this Contract; or (ii) is or becomes available to the Receiving Party on a non-confidential basis from another source not bound by duty of nondisclosure to Disclosing Party with respect to such information.

B. All Confidential Information furnished by Disclosing Party shall remain the property of the Disclosing Party. Following completion of the work, or at any time upon request, the Receiving Party will either destroy or return the Confidential Information and all portions or copies, notations, extracts and summaries or analyses thereof, whether they include or are based on the Confidential Information; provided that the Receiving Party may retain its own documents to evidence compliance with policies and due diligence. The Receiving Party shall, at the Disclosing Party's request, certify in writing that it has complied with such request.

C. Notwithstanding the provisions of this Section, in the event the Receiving Party or its Representatives becomes compelled by applicable law, or any applicable government or regulatory body to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice thereof and the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Contract. In the event such protective order is not obtained, or the Disclosing party waives compliance with the provisions of this Contract, the Receiving Party will provide only that portion of the Confidential Information which is legally required and will cooperate to obtain confidential treatment for such Confidential Information disclosed.

25. RECORDS RETENTION AND AUDIT: Contractor shall maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all costs and performance of work under this Contract, including financial records, personnel records, policies, training records, drug test results, change order files, etc., related to the performance of work and to Contractor's compliance with the terms and conditions of this Contract. Such records shall be maintained for a period of five (5) years after the expiration or termination of this Contract. All such records shall be subject at reasonable times and upon prior notice, to examination, inspection, copying, or audit by personnel authorized by Ferrovial or FDOT. Delivery of and access to such documents shall be at no cost to Ferrovial. Contractor shall be responsible for any audit exceptions or disallowed costs.

26. JURY TRIAL WAIVER: CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS AGREEMENT.

D. COMPENSATION AND PAYMENT

1. CONTRACT AMOUNT: The Contract Amount is defined as the summation of the products of the estimated quantities or the lump sum identified in Attachment C to this Contract. Unless otherwise specified in this Contract, no other costs or reimbursable amounts are allowed.

2. INVOICES: Invoices for work performed in accordance with the Contract shall be submitted to: Tiinvoices@ferrovialservices.com with a CC to Jessi.Allen@ferrovialservices.com. Invoices will contain the following information: Ferrovial Purchase Order number, Contract Name and Effective Date, Project Number (if applicable), Product Name, Item #, Quantity and Price (if applicable), Hours Worked by Contractor employees, Rate/Hour, specific Milestone Achievement, % Completion and payment amount pursuant to Attachment D. Equipment, freight, materials, third party items, taxes (if applicable) and any other charges as allowed in this Contract shall be identified as separate line items on each invoice.

The Contractor's invoices must be accompanied by supporting documentation and shall contain sufficient detail for post-audit and

match the final approved Work Order, including Hours worked by each Contractor employee and Miles Driven by each Contractor employee per Day. Failure to attach such supporting documentation will result in non-payment. Upon submittal of the final invoice, Contractor represents that the work under the Scope of Work is clear of all claims, liens, encumbrances, and security interests. Ferrovial owns and holds title to all work, whether materials are in process or finalized.

3. **CONTRACTOR PAYMENT AND WORK CERTIFICATION:** The Contractor shall submit certification that all labor, materials vendors, public utility or other services, suppliers, subcontractors, and equipment rental vendors involved in the work invoiced have been or will be promptly paid their proportional share of the invoice; that all work has been completed in compliance with this contract and all applicable industry standards including these specifications. The Contractor is required to report monthly with its invoicing - on forms provided by Ferrovial – if it is a DBE/MBE/WBE/HUB zone, its minority status, the actual payments received, less retainage and the work type etc.; including the DBE/MBE/WBE/HUB zone status of its, subcontractors, suppliers and material, as applicable. The Contractor's invoice will not be processed for payment until this certification and the signed Work Order is received.

4. **PAYMENT:** Payment will be made pursuant to the requirements and schedule in Attachment D. Payment shall be considered full compensation for providing any and all labor, supervision, equipment, materials, supplies, erosion control, traffic control, incidentals, etc. necessary to perform the work. Payment terms for all Contractor invoices shall be net due forty-five (45) days after receipt of a correct invoice. No work shall be performed without prior approval from the Ferrovial Project Manager.

   Invoices shall be submitted to Ferrovial in a timely manner for work completed. Ferrovial is not obligated to pay any invoice, nor is Ferrovial obligated under any legal or equitable theory to pay for work reflected in an invoice, that is not received by Ferrovial within ninety (90) days after completion of the work. Notwithstanding anything else to the contrary in this Contract, and without prejudice to any other right it may have, Ferrovial reserves the right at any time to set-off any amounts it owes to Contractor under this Contract against any amount payable by Contractor to Ferrovial.

   No payment will be made for unsatisfactory work, extra work not approved in writing through a Change Order or work not performed. Payment may be withheld for failure to comply with terms of the Contract, for damages or delays caused by the Contractor, or for work identified in claims filed with Ferrovial by subcontractors/members of the public, etc. against the Contractor.

E. <u>MISCELLANEOUS</u>

1. **SURVIVING CLAUSES**: The provisions of this Contract related to Warranty, Indemnity, Audit, and Confidentiality will survive its termination.

2. **AMENDMENT**: Any purported amendment to this Contract without prior written consent of Ferrovial and FDOT shall be null and void.

ATTACHMENT B

SCOPE OF WORK: Right of Way Maintenance

The work shall be done in or about the city limits of Destin, on SR 30 (US98) at Destin Bridge (MP 17.430) to SR 30 (US98) (MP20.820) and SR30 (US98) (MP20.820) to Walton County Line (MP 24.620) within the DOT right of way.

541 Roadside Litter Removal: Further described as cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash, and roadkill. This work shall be done concurrently with 471 Large Machine Mowing.

545 Edging and Sweeping: Further described as the removal of vegetation and debris from the curb gutter and sidewalk.

ATTACHMENT C

CONTRACTOR'S REQUEST FOR PROPOSAL RESPONSE AND LUMP SUM QUOTATION

Description	Quantity	Unit of Measure	Unit Cost	Total
Litter Pickup and Disposal	1,581.6	Acre	$6.45	$10,201.32
Edging and Sweeping	119.7	Curb Mile	$180.00	$21,546.00
Small Machine Mowing	135.52	Acre	$58.08	$7,871.00
				$39,618.32

ATTACHMENT D

DELIVERABLES, MILESTONES AND PAYMENT SCHEDULE

ATTACHMENT E

CHANGE ORDER FORM

Ferrovial

Project:_____ Contractor:_____

Ferrovial Contract No.:_____ Change Order No.:_____

Date of Request:_____ Purchase Order No.:_____

Upon full execution of this Change Order Form, Contractor is directed to make the following changes to the referenced Contract.

Reason for Change Request:

Description of Costs (attach documentation as appropriate)	**No. of Units or Man-Hours**	**Add/Deduct Amount per Unit or Man-Hour**	**Total Line Item Amount**

Original Contract Amount:	$
Net Change by Previously Authorized Change Orders	$
Contract Sum Prior to this Change Order	$
Amount of this Change Order	$
New Contract Sum including this Change Order	$
Original Contract Date of Completion	
New Date of Completion with this Change Order	

This Change Order is not valid until signed by Ferrovial. Signature of Contractor indicates agreement to the changes on this Change Order Form.

Accepted by Contractor:

_____

Name:_____

Title:_____

Date: _____

Accepted by Ferrovial Project Manager:

_____

Name:_____

Title:_____

Date:_____

ATTACHMENT F

Lane Closure Restrictions

Okaloosa County

No Daytime = No Lane Closures from 6:00am to 8:00pm.

Non-Peak = No Lane Closures from 6:00am to 9:00am AND from 3:00pm to 6:00pm.

State Road 4 (Santa Rosa County Line to Baker)……	No Restrictions
State Road 4 (Baker to SR 10)(US 90)Milligan……	Non-Peak
State Road 8 (I-10) Interstate…….	Non-Peak
State Road 10 (US 90) Santa Rosa Co. Line to Walton Co. Line……	Non-Peak
State Road 20 / State Road 85……	No Daytime
State Road 30 (US 98) Santa Rosa Co. Line to Walton Co. Line……	No Daytime
State Road 85 (SR 20/85 Niceville to Old Bethel Road/Airport Rd.)…….	No Daytime
State Road 85 (Old Bethel Road/Airport Road to Walton Co. Line)…….	Non-Peak
State Road 123 (Roger J. Clary Highway)……	No Daytime
State Road 145 (Perry) SR 30 (Florida Place, First St)……....	No Daytime
State Road 188 (Racetrack Road) Beal Parkway to Eglin Parkway……..	No Daytime
State Road 189 (N Okaloosa Co) From Baker to State Line……..	Non-Peak
State Road 189 (S Okaloosa Co) Lewis Turner/Beal Parkway……..	No Daytime
State Road 190 (From SR 85 to SR 397) …….	Non-Peak
State Road 285 (From SR 20 to Walton Co. Line)……..	Non-Peak
State Road 293 (Mid Bay Bridge Rd/Danny Wuerffel Way)…….	No Daytime
State Road 393 (Mary Esther Cutoff) SR 30 to SR 189……..	No Daytime

ATTACHMENT G

DISADVANTAGED, MINORITY AND WOMEN BUSINESS ENTERPRISES
HISTORICALLY UNDERUTILIZED BUSINESS

POLICY

It is the policy of VMS, Inc. that disadvantaged, minority and women business enterprises as well as historically under-utilized business enterprises shall have the maximum opportunity to participate in the performance of our contracts.

OBLIGATION

The Contractor and any subsequent Subcontractor shall ensure that minority and women business enterprises as well as historically under-utilized business enterprises have the maximum opportunity to participate in the performance of the work included in this contract. The Contractor and any subsequent Subcontractor shall take all necessary and reasonable steps to ensure that minority and women business enterprises, historically under-utilized enterprises have the maximum opportunity to compete for and perform a portion of the work included in this contract. Failure on the part of the Contractor to carry out the reporting requirements set forth herein shall constitute a breach of contract and after proper notification may result in termination of the contract.

GOALS

Due to the nature of work in this contract, specific goals for participation by historically underutilized business enterprises are not established.

REPORTS

The Contractor shall submit the attached statement within 10 days after contract award to report all projected DBE/MBE/ WBE/HUB participation on the project**. This participation includes the Prime Contractor as well as Sub-Contractors**. The contractor shall submit the same statement with the final invoice to report all actual DBE/MBE/WBE/HUB participation on the project. In the event the Contractor had no DBE/MBE/WBE/HUB participation on the project, he is still required to submit a statement with the final invoice reporting no participation. Where participation is from DBEE/MBE/WBE/HUB Material Suppliers or Manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers, and 100% for manufacturers) of expenditures to be reported.

THE CONTRACTORS STATEMENT OF MBE AND WBE PARTICIPATION MUST BE DELIVERED TO VMS, INC. IN ORDER FOR THE FINAL INVOICE TO BE PROCESSED FOR PAYMENT

LISTING OF MBE/WBE PARTICIPATION

(to include all Prime Contractor and Sub Contractor participation)

Contract No.: _____ Contract Description:_____

Company Name and Address	MBE or WBE	Item No.:	Item Description/Units	Unit Price*	Total $ Volume of Sublet Work

TOTAL $ OF WBE PRIME & SUBCONTRACTORS: _____

WBE PERCENTAGE OF TOTAL CONTRACT: _____

TOTAL $ OF MBE PRIME & SUBCONTRACTORS: _____

MBE PERCENTAGE OF TOTAL CONTRACT: _____

*$THE DOLLAR VOLUME SHOWN HERE SHALL BE THE ACTUAL PRICE AGREED UPON BETWEEN THE PRIME CONTRACTOR
AND THE SUBCONTRACTOR

ATTACHMENT H

EQUIPMENT CERTIFICATION

PURPOSE: All contractors responding to this invitation for bid are required to complete this certification.

Contract Number:_____

1. Name of Firm: _____

2. Type of Business (Check One):
_____ Proprietorship _____ Partnership _____ Corporation

3. Name of Owner or Chief Executive Officer: _____

4. How many years has the firm been in the business of providing the services called for in this bid ? _____

5. How many employees will be allocated to perform the services required in this bid? _____

6. List below the equipment (Make, Model, Year, HP if applicable) which will be used in performing the services required in this bid:

_____

_____

_____

_____

_____

_____

_____

_____

_____

7. Is this equipment presently in the firm's equipment inventory ? _____

8. If no, which firm do you intend to Rent/Buy from? _____

CITY OF DESTIN

TRAVEL EXPENSE LOG

Name: Bobby Wagner

Travel Dates: August 10-14, 2022

				Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date:				**10-Aug-22**	**11-Aug-22**	**12-Aug-22**	**13-Aug-22**	**14-Aug-22**	
Meals:									
Partial Per Diem:									$ -
Daily Per Diem:				$ 69.00	$ 69.00	$ 69.00	$ 69.00	$ 69.00	$ 345.00
Total Meals				**$ 69.00**	**$ 69.00**	**$ 69.00**	**$ 69.00**	**$ 69.00**	**$ 345.00**
Transportation:									
Airfare:									
Car Rental:									
Fuel Expenses									
Taxi:									
Personal Miles:	**$**	**0.625**		$ 411.25				$ 430.00	$ 841.25
Total Transportation				**$ 411.25**				**$ 430.00**	**$ 841.25**
Lodging:									
Hotel Charges:				$284.20	$ 284.20	$ 284.20	$ 284.20		$ 1,136.80
				$ 284.20	**$ 284.20**	**$ 284.20**	**$ 284.20**		**$ 1,136.80**
Misc. Expenses:									
Parking:									
Tolls:									
WIFI:									
Other: Explain:	Conf. Reg.			$ 700.00					$ 700.00
Other: Explain:									
Total Misc. Expenses				**$ 700.00**					**$ 700.00**
Grand Total			**$ -**	**$ 1,464.45**	**$ 353.20**	**$ 353.20**	**$ 353.20**	**$ 499.00**	**$ 3,023.05**

City of Destin

Travel Expense Claim

Name: Bobby Wagner **Department:** Councilmember

Travel: Place/Purpose FLC 2022 Annual Conference **Date:** August 10-14, June

Note: All expenses must be supported by a receipt except meal per diems and must be supported by a Travel Expense Log.

Meals/Per Diem:	$ 345.00	
Airfare:	$ -	
Car Rental:	$ -	
Fuel Expenses	$ -	
Taxi:	$ -	
Personal Miles:	$ 841.25	POV
Lodging:	$ 1,136.80	
Parking:	$	
Tolls:	$ -	
WIFI:	$ -	
Other: Itemize	$ 700.00	Conference Registration
Other: Itemize	$ -	
	$ -	
	$ -	
Total Reimbursable Expenses:	**$ 3,023.05**	
Less: Purchasing Card Charges	**$ 700.00**	
Less: Purchasing Card Charges		
Balance Due Traveler	**$ 2,323.05**	
Reimburse City for fuel cost	**$ -**	
Net Due Traveler	**$ 2,323.05**	

Finance Director: **Krystal Strickland** **Account #:** 151110.54

City Manager: **Lance Johnson** **Date:** 8/22/2022

CITY OF DESTIN, FLORIDA

REQUEST FOR CHECK

DATE: August 22, 2022

TO: Accounting Clerk/April Nickens

THROUGH: City Manager (Required if exceeds $350.00)

THROUGH: Finance Director/Krystal Strickland

FROM: City Clerk/Rey Bailey

DEPARTMENT: City Clerk's Office

BRIEF EXPLANATION: Reimbursement to Councilmember Bobby Wagner for expenses incurred while attending the Florida League of Cities Annual Conference, in Hollywood, Florida, on August 10-14, 2022.

DATE REQUIRED: (Check One)

NEXT SCHEDULED CHECK RUN __X_ ___

MANUAL CHECK REQUIRED _____

VENDOR NAME: Bobby Wagner

VENDOR ADDRESS: 422 Anderson Drive
Destin, FL 32541

VENDOR FED ID # _____
(only needed if new vendor)

AMOUNT OF CHECK: **$2,323.05**

CHARGE TO ACCOUNT: **0151110.540000**

P.O. NUMBER:
(If Applicable)

MAIL CHECK WITH NORMAL CHECK RUN _____

RETURN CHECK TO DEPT FOR DISTRIBUTION ___X_____

ITEM # 2022-5647

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.F.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE: 8/11/22

SUBJECT: Subaward Agreement Extension - Restore Act/Captain Royal Melvin - Amendment Three

---

I. BACKGROUND: Subaward Agreement 2020-R14 with Okaloosa County was first executed December 19, 2019. The end date of that agreement was May 31, 2021. Amendment One to the original subaward agreement was executed on October 5, 2021 and extended the end date to May 31, 2022. Amendment Two deleted the kayak/canoe lift from the project.

II. DISCUSSION: Our current subaward agreement has an ending date of June 30, 2022. Amendment Three will extend the ending date to November 30, 2022.

A. Link to Strategic Goals / Objectives: Enhance quality of life and safety for families

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

C. Level of Service (LOS): Level of service will be increased

D. Legislative Sponsor:

III. CONCLUSION: This extension should provide the necessary time to complete construction and open the park to the public.

IV. RECOMMENDED MOTION: I move we authorize the Mayor to execute Amendment Three to the Subaward Agreement No 2020-R14.

Attachments:

1. 2020-R14DestinCRMHPPAmd3 11.30.22 unexecuted

ITEM # 2022-5647

AMENDMENT THREE TO THE SUBAWARD AGREEMENT NO. 2020-R14 BETWEEN OKALOOSA COUNTY, FLORIDA AND THE CITY OF DESTIN, FLORIDA PERTAINING TO THE DIRECT COMPONENT PORTION OF THE RESTORE ACT TRUST FUND MONIES ALLOCATED TO OKALOOSA COUNTY

THIS SUBAWARD AMENDMENT THREE (hereinafter "Amendment") is based on the United States Department of the Treasury (hereinafter "TREASURY") Award Amendment 4 RDCGR180102-01-02 with Okaloosa County, issued on June 29, 2022 and fully executed on July 6, 2022, and presented in Exhibit A of this document.

WITNESSETH:

WHEREAS, THIS SUBAWARD AGREEMENT (hereinafter "Agreement") was entered into by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, with an address of 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579, by and through its Board of County Commissioners, (hereinafter the "COUNTY"), and the City of Destin, a municipal corporation of the State of Florida, with an address of 4200 Indian Bayou Trail, Destin, FL 32541, by and through its Mayor and City Council, (hereinafter the "SUBRECIPIENT"), and having an Unique Entity ID of HWLNK1AV2LD6, for the receipt of a subaward of funds made available through a federal award to the COUNTY on January 6, 2020; and

WHEREAS, the COUNTY, recognizing that substantial funds of money could be made available to the COUNTY through the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under CFDA #21.015 (hereinafter "the RESTORE Act") which established the Gulf Coast Restoration Trust Fund, developed and submitted a Multiyear Implementation Plan to TREASURY pursuant to all applicable rules and requirements; and

WHEREAS, said Multiyear Implementation Plan consisted of ten initial projects, one of which the SUBRECIPIENT proposed, the Captain Royal Melvin Heritage Park and Plaza Project; and

WHEREAS, the Multiyear Implementation Plan was accepted by TREASURY on June 30, 2017, which authorized the COUNTY to apply for financial assistance from the Gulf Coast Restoration Trust Fund to be used to fund activities and projects consistent with the Multiyear Implementation Plan; and

WHEREAS, the COUNTY has been awarded a RESTORE Act allocation of $1,216,530.00 dollars under Federal Award Identification Number RDCGR180102, issued to the COUNTY on November 26, 2019, and accepted by the COUNTY on December 17, 2019, by the United States Department of the Treasury; and

WHEREAS, the SUBRECIPIENT has requested funds from the COUNTY for the creation of a public park, Captain Royal Melvin Heritage Park and Plaza, including the construction of infrastructure improvements at the park, in Destin, Florida as described in the project design plans submitted with the application; and

WHEREAS, the COUNTY, acting as a pass-through entity, and the SUBRECIPIENT desire to enter into an subaward Agreement in accordance with 2 C.F.R. Part 200, to allow the SUBRECIPIENT to utilize an allocated sum of the COUNTY'S portion of Gulf Coast Restoration Trust Fund to carry out the project activities for the Captain Royal Melvin Heritage Park and Plaza Project in compliance with the Multiyear Implementation Plan; and

WHEREAS, Exhibits A is attached and further explains this Amendment is incorporated by reference and made part of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree to adhere to the provisions of the Subaward Agreement No. 2020-R14 with the following changes:

ARTICLE III

STATEMENT OF WORK

1. Project. The Captain Royal Melvin Heritage Park and Plaza Project (hereinafter the "Project'), more particularly described in Exhibit A, is the purpose of this Agreement. The Project is for the creation of a public park, Captain Royal Melvin Heritage Park and Plaza, including the construction of infrastructure improvements at the park, in Destin, Florida as described in the project design plans submitted with the application with the removal of the kayak/canoe lift.

ARTICLE XII

TERM

The term of the Agreement shall be adjusted by this Amendment, to November 30, 2022, upon the effective date as required herein, until such time as the monitoring period has expired past that date.

ARTICLE XVII

NOTICES

All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

OKALOOSA COUNTY	SUBRECIPIENT
Jane Evans Grants & RESTORE Manager Okaloosa County 1250 North Eglin Parkway, Ste 102 Shalimar, FL 32579 850-651-7521 jevans@myokaloosa.com	Lance Johnson City Manager City of Destin 4200 Indian Bayou Trail Destin, FL 32541 850-837-4242 ljohnson@cityofdestin.com Federal ID No 59-2480854 SAM.gov UEI HWLNK1AV2LD6

Awarding Agency – US Department of the Treasury.

Jeff Gilleo
Federal Project Officer
1500 Pennsylvania Ave. N.W.
Washington D.C. 20220-0001
202-622-1917

Jeffrey.Gilleo@treasury.gov

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the dates indicated below.

JOHN HOFSTAD, COUNTY ADMINISTRATOR
OKALOOSA COUNTY AUTHORIZED OFFICIAL

DATE

ATTEST:

[Signature of SUBRECIPIENT ATTESTOR]

REY BAILEY, CITY CLERK
[Printed name of SUBRECIPIENT ATTESTOR]

DATE

CITY OF DESTIN, FLORIDA

[Signature of AUTHORIZED REP SUBRECIPIENT]

GARY JARVIS, MAYOR
[Printed name & position of AUTHORIZED REP]

EXHIBIT A

See attached Federal Grant Amendment

CAPTAIN ROYAL MELVIN HERITAGE PARK AND PLAZA PROJECT

4 RDCGR180102-01-02
(52 PAGES)

1. DATE ISSUED *MM/DD/YYYY* 06/29/2022	**1a. SUPERSEDES AWARD NOTICE dated** 09/29/2021 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. 4 RDCGR180102-01-02 **Formerly**	**5. TYPE OF AWARD** Other
4a. FAIN RDCGR180102	**5a. ACTION TYPE** Post Award Amendment
6. PROJECT PERIOD *MM/DD/YYYY* **From** 12/01/2019	**Through** *MM/DD/YYYY* 12/31/2022
7. BUDGET PERIOD *MM/DD/YYYY* **From** 12/01/2019	**Through** *MM/DD/YYYY* 12/31/2022

8. TITLE OF PROJECT (OR PROGRAM)
Captain Royal Melvin Heritage Park and Plaza

U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary
Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

9a. GRANTEE NAME AND ADDRESS
OKALOOSA, COUNTY OF
302 N Wilson St Ste 302
Crestview, FL 32536-3474

9b. GRANTEE PROJECT DIRECTOR
Ms. Jane Evans
1250 N Eglin Pkwy Ste 102
Shalimar, FL 32579-1296
Phone: 8506517521

10a. GRANTEE AUTHORIZING OFFICIAL
John Hofstad
1250 N. Eglin Pkwy
Shalimar, FL 32579
Phone: 8506517515
An authorized representative electronically signed the award on 07/06/2022

10b. FEDERAL PROJECT OFFICER
Andrew Clark
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001
Phone: 202-622-1917

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation		II
a. Salaries and Wages		0.00
b. Fringe Benefits		0.00
c. Total Personnel Costs		0.00
d. Equipment		0.00
e. Supplies		0.00
f. Travel		0.00
g. Construction		0.00
h. Other		0.00
i. Contractual		1,250,000.00
j. TOTAL DIRECT COSTS	→	1,250,000.00
k. INDIRECT COSTS		0.00
l. **TOTAL APPROVED BUDGET**		1,250,000.00
m. Federal Share		1,216,530.00
n. Non-Federal Share		33,470.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	1,216,530.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	1,216,530.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	0.00
13. Total Federal Funds Awarded to Date for Project Period	1,216,530.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ◉ Yes ○ No)

This award is approved by Gregory J. Till, Authorizing Official. Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

AUTHORIZING OFFICIAL:
Maureen1 Klovers, Program Director, RESTORE Act
1500 Pennsylvania Ave N W
Washington, DC 20220-0001
Phone: 202-622-7340

Electronically Signed 07/06/2022

17.OBJ CLASS 410006	**18a. VENDOR CODE** 1236776	**18b. EIN** 596000765	**19a. UEI** Q8K3J6TNHKU6 **19b. DUNS** 613277649	**20. CONG. DIST.** 01
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21. a. Direct	b. RDCGR180102	c. RDC	d. $0.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
12/01/2019	03/31/2020	Semi-Annual	04/30/2020
04/01/2020	09/30/2020	Semi-Annual	10/30/2020
10/01/2020	03/31/2021	Semi-Annual	04/30/2021
04/01/2021	09/30/2021	Semi-Annual	10/30/2021
10/01/2021	03/31/2022	Semi-Annual	04/30/2022
04/01/2022	09/30/2022	Semi-Annual	10/30/2022
10/01/2022	12/31/2022	Final	04/30/2023

RESTORE Act - FUNDING AUTHORIZATION

1. **Available Funds Confirmation**

Total Amount of Federal Funds Awarded to Date for Project Period *Line 13 of NoA/Amendment*	**Amount of Funding Restriction**	**Amount of Financial Assistance This Action** *Line 12d of NoA/Amendment*	**Amount Authorized for ASAP Account** **this Action**	**Notes**
$1,216,530.00	$0.00	$1,216,530.00	$1,216,530.00	Initial Authorization, with Special Award Conditions and an ASAP Maximum Draw Limit of $1.00 per SAC 1
-------	------	-------	----	Special Award Condition #1 satisfied and ASAP Maximum Draw Limit Removed per SAC 1.
$1,216,530.00	$0.00	$0.00	$0.00	No Cost Time extension to 6/30/2022
$1,216,530.00	$0.00	$0.00	$0.00	No Cost Time extension to 12/31/2022

RESTORE Act - SPECIAL AWARD CONDITIONS

1. ***Special Award Condition 1:*** *An ASAP Maximum Draw Limit of $1.00 is in place for this award. Okaloosa County may request removal of the maximum draw limit with its written request to Treasury for permission to commence construction, per Condition 6 of Section W of RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions.* **(SATISFIED)**

Standard and Program Specific Terms and Conditions

1. See attached

AWARD ATTACHMENTS

OKALOOSA, COUNTY OF 4 RDCGR180102-01-02

1. Approved Scope of Work
2. Standard and Program Specific Terms and Conditions - December 2018
3. Project Abstract

APPROVED AMENDED

SCOPE OF WORK

The Approved Scope of Work Amendment includes all information provided with the amendment application. The attached documents, taken from the amendment application, provide a summary of the amended scope of work approved with this award.

The attached amendment is an existing grant for the Captain Royal Melvin Heritage Park and Plaza, GRANT NO. RDCGR180102. *This amendment (Amendment #2) executes the following suite of actions:*

1. *Extends the performance period by 6-months to December 31, 2022; and*
2. *All Special Award Conditions (SACs) on this award have been satisfied previous to this amendment.*

PROJECT DESCRIPTION (Amendment #2)

Okaloosa County requests funds for the creation of a public park, Captain Royal Melvin Heritage Park and Plaza, including the construction of infrastructure improvements at the park, in Destin, Florida as described in project design plans submitted with the application (Royal Melvin Park, March 2019).

Okaloosa County's subrecipient for the project will be the City of Destin (Destin). Destin will contract out the construction of the park improvements, including a harbor/wildlife observation platform, resource center, educational signage, terraced walkway, plaza, picnic/sitting area, drinking fountain, restrooms, trash bins, bike racks, and underground utilities. The final project cost is dependent on contractor bids received. The park will be constructed on a 0.77-acre parcel, identified by the Okaloosa County Property Appraiser as Parcel Number 00-2S-22-0630-0000-07G1, owned by Destin. Okaloosa County included with its application a December 21, 2006 Warranty Deed from The Trust for Public Land to Destin to document parcel ownership. Project deliverables include completed construction of identified improvements and submission of post-construction monitoring data. The subrecipient will complete post-construction monitoring at no charge to the federal award.

The amended project description/scope of work removes from the project the kayak/canoe lift.

Milestones: (Amended)

	Milestone	**Estimated Completion Timeframe (award + # of months)**	**Amended Estimated Completion Timeframe (award + # of months)**
1.	Execution of subaward agreement	1	Completed Jan 2020
2.	Permitting	3	Completed Jan 2020
3.	Request for bids issued	5	Completed Jan 2020
4.	Begin construction	6	Completed Dec 2020
5.	Complete construction	15	33
6.	Park open	16	34
7.	Subaward closeout	17	35
8.	Project closeout	18	36

Performance Measures:

	Measures	Baseline	Target
1.	Opening of post-construction park	0	1
2.	Square feet of public park improvements constructed	0	33,541

Okaloosa County will execute a $1,250,000.00 subaward with Destin, including the full amount of Direct Component funds, $1,216,530.00, and $33,470.00 in Destin funding, for the creation of Captain Royal Melvin Heritage Park and Plaza. The subrecipient budget includes $1,250,000.00 under the "Construction" line item, including $66,000.00 in project inspection fees, $634,000.00 in site work, $110,000.00 in demolition and removal, and $440,000.00 in construction.

Destin previously completed initial designs for the park (designs dated March 2019). Destin anticipates awarding two contracts, one for engineering and inspection and a second for construction of park improvements. The final project cost is dependent on contractor bids received.

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

December 2018

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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. **Administrative Costs**

   a. Administrative costs are defined at 31 C.F.R. § 34.2.

   b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.

   c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. **Oil Spill Liability Trust Fund**

   The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. **Remedies for Noncompliance**

   a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

   b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. **Allowable Costs**

   In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

   a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.

   b. Acquisition of land or interests in land.

2. **Notifications**

   a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:

      i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

      ii. The DUNS Number of the entity;

      iii. Location of the entity;

      iv. Discipline or disciplines assigned to the Center of Excellence;

      v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and

      vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

   b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. **Performance Reports**

   In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

C FINANCIAL REQUIREMENTS

1. **Applicable Regulations**

   This Award is subject to the following federal regulations and requirements. This list is not exclusive:

   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.

   b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.

   c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.

   d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

   e. New Restrictions on Lobbying, 31 C.F.R. Part 21.

   f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.

   g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. **Scope of Work**

   The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. **Period of Performance: Pre-award Costs**

   The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

   a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

   b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

   c. These costs would have been allowable if incurred after the date of the award.

4. **Indirect Costs**

   a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.

c. Unallowable direct costs are not recoverable as indirect costs.

d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

   i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

   ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. **Cost Sharing and Budget Limitations**

   a. The recipient is not required to contribute any matching funds.

   b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. **Program Income**

   Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

   The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. **Tax Refunds**

   Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. **Subawards**

a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 CFR 200.332) if approved by Treasury. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.

   i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

   ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

   iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

   iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. **Financial Reports**

   a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.

   b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).

   c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

   d. The recipient must submit all financial reports via http://www.GrantSolutions.gov, unless otherwise specified by Treasury in writing.

2. **Performance Reports**

   a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.

   b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

      i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:

         a) In Section B-1:

            1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

            2) Summarize any key accomplishments, including milestones completed for the reporting period;

            3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

            4) If the recipient or any subrecipient is authorized to make

subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Interim Reporting on Significant Developments per 2 C.F. R. § 200.328(d)**

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions

become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at Direct Component OSA or Centers of Excellence OSA.

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).

e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. **Access to Records**

a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent

to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. **Access to the Recipient's Sites.**

   The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state

agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:

    a. The recipient receives less than $120,000 in federal awards per year;

    b. The best reasonably available interest bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or

    c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. **Notifications**

   In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

a. A vacancy or change to key personnel listed in the application.

b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.

c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. **Prior Approvals**

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;

vi. Any transfer between the non-construction and construction activities; and

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.

b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. **General Requirements**

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.

b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. **Supplies and Equipment**

   a. Requirements that are applicable to recipients that are states:

      i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

      ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

   b. Requirements that are applicable to recipients that are not states:

      i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. **Amendments**

   a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

   b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.

   c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. **Closeout**

   a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

   b. Within 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient

must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable).

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c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The closeout of this Award does not affect any of the following:

   i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

   ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

   iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

   a. Impose additional Special Award Conditions such as:

      i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,

      ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,

      iii. Requiring additional activity, project, or program monitoring,

      iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or

      v. Establishing additional actions that require prior approval;

   b. Temporarily withhold payments pending correction of the noncompliance;

   c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;

   d. Wholly or partly suspend or terminate this Award;

   e. Withhold additional Awards; and/or

   f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

   Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient

will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. **<u>Payment of Debts Owed the Federal Government</u>**

   a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

   c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

   d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year

or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or

activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Other Provisions**

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement

agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. **Lobbying Restrictions**

   a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

   b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. **Certification**

   a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

   b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).

   c. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

   d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

   e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. **Disclosure of Lobbying Activities**

   a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.

   b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

   c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee

of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 US.C. § 1352,

e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:

    i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

    ii. A change in the persons(s) influencing or attempting to influence; and/or

    iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the

quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards,* as well as any other provisions required by law or regulations.

5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.

6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

    a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

    d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

    f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
    a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
    b. Documentation to support an exemption for the project;
    c. Documentation to support deferral for an exemption or IRB review; or
    d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)

2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)

3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738

4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)

5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)

6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)

7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)

8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)

9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)

11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)

12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)

13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)

14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)

17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)

18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)

19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)

20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended

21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608

22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)

23. Coral Reef Protection, EO 13089

24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. **Prohibition Against Assignment by the Recipient**

   Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. **Disclaimer Provisions**

   a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

   b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

   a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

   b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

   c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

   d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

   e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

   The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

   The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. **Increasing Seat Belt Use in the United States**

   Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. **Minority Serving Institutions (MSIs) Initiative**

   Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

8. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. **The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, *as defined in 2 C.F.R.* §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

ii. Procure a commercial sex act during the period of time that this Award is in effect; or

iii. Use forced labor in the performance of this Award or subawards under this Award.

2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

   i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

   ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

      A. Associated with performance under this Award; or

      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. *Provision applicable to a recipient other than a private entity*. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

   1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

   2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

      i. Associated with performance under this Award; or

      ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. *Provisions applicable to any recipient*.

   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:

      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

      ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.

   3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

   1. "Employee" means either:

      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

   i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

   ii. Includes:

      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

      B. A for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. **The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**

   a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.

   b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at http://www.USASpending.gov.

   c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to $25,000. This includes any action that brings the cumulative total award to $25,000 or more. This report must be filed electronically at http://www.fsrs.gov.

   d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—

      i. The total federal funding authorized to date under this Award is $25,000 or more; and

ii. In the preceding fiscal year, the recipient received—

1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and

2) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at https://www.sam.gov/portal/public/SAM/).

g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. **Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance**

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of

this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
ii. Reached its final disposition during the most recent five year period; and
iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. **Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards

and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

   i. When no longer needed for subaward or contract performance;

   ii. Upon completion of the subrecipient or contractor employee's employment; or

   iii. Upon subaward or contract completion or termination.

15. **Foreign Travel**

a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in

accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. **Export Control**

a. This clause applies to the extent that this Award involves access to export-controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

   i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

   ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. **Compliance with State, Local and Federal Requirements**

   The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. **Title**

   Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. **Permitting Requirements**

   Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. **Federal Interest in Real Property**

   "Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

5. **Estimated Useful Life**

   Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury

anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. **Commencement of Construction**

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. **Recording the Federal Interest in the Real Property**

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a

traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. **Administration, Operation and Maintenance**
The recipient agrees to administer, operate, and maintain the project for its Estimated

Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters; terrorist acts; and

c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury’s authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury’s satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury’s authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the “Standard Federal Equal

Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**
Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of $2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. **Equal Opportunity Clause**
Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. **Revised ADA Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

Project Abstract

Grantee Name:	OKALOOSA, COUNTY OF
Grant Number:	4 RDCGR180102-01-02
Project Title:	Captain Royal Melvin Heritage Park and Plaza
Project Period:	12/01/2019 - 12/31/2022

The Captain Royal Melvin Heritage Park and Plaza project awarded to Okaloosa County, Florida under the RESTORE Act Direct Component program is for construction of a public park. The goal of this project is to provide a public gateway to the Destin harbor and access to the charter fishing fleet, its recreational opportunities, and its fresh Gulf seafood restaurants. The project will benefit communities of Okaloosa County in the Gulf Coast Region. The subrecipient, the City of Destin will carry out the scope of work for the project.

ITEM # 2022-5727

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.G.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney

DATE: Augsut 25, 2022

SUBJECT: Single-Family Residential Marine Construction Proposed at 10 Moreno Point Rd (Parcel ID 00-2S-24-2186-000C-0100)

I. BACKGROUND: Cliff Briggs has submitted an application for Harbor and Waterways Board review of a residential marine construction application to install four pilings to extend an existing dock and to create a new dock. The project also includes a 2' x 18' finger pier to access the new dock.

II. DISCUSSION: The applicant requests City Council approval for the Proposed Marine Construction Project located at 10 Moreno Point Rd, located within Destin Harbor, a Class III Florida Waterbody.
The proposed marine construction project meets the requirements of **Article 11.05.00, City of Destin Land Development Code**, including the following section:

- ***11.01.06.B.3.a*** *– Construction of private seawalls*
- ***11.05.01.A & 11.05.01.G –*** *Construction of new pilings and piling addition*
- ***11.05.01.T –*** *Riparian rights of others.*

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

A. Link to Strategic Goals / Objectives:
1) Enhance Quality of Life
2) Enhance and Preserve Heritage and Environment.

B. **Effect on Budget (EOB):** There is no anticipated effect on the budget.
C. **Level of Service (LOS):** There is no anticipated effect on the LOS.
D. **Legislative Sponsor:**

III. CONCLUSION: The applicant provided the **Florida Department of Environmental Protection (FDEP) Self-Certification (File No: 0423719001EE).** City staff reviewed the application and determined that the plans comply with City Codes and regulations, including ***Section 11.05.01, Marina Siting***.

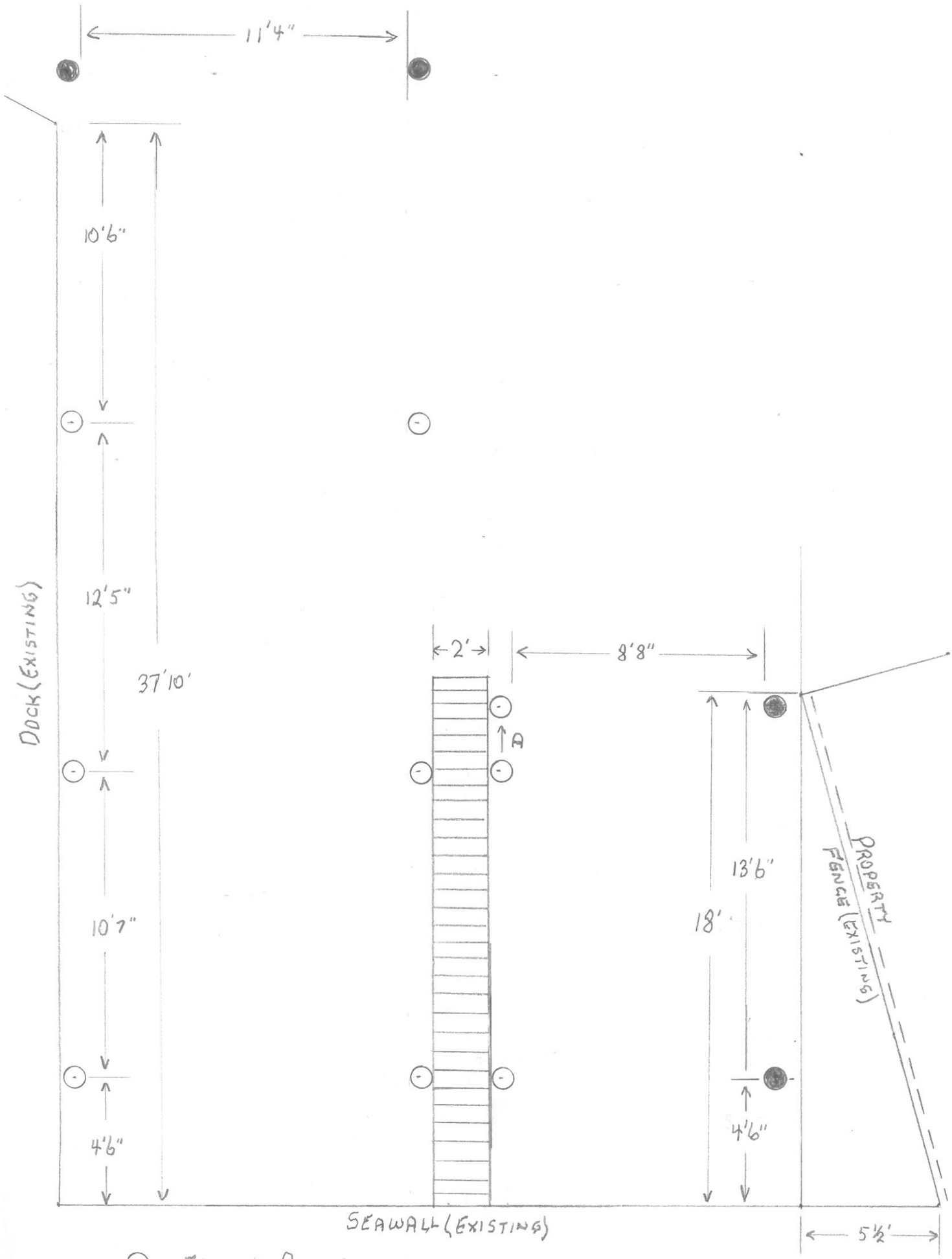
HARBOR AND WATERWAYS BOARD RECOMMENDATION:
At a regular public hearing on August 22, 2022, the Harbor and Waterways Board recommended City Council approve the proposed project for a Single-Family Marine Construction project at 10 Moreno Point Rd, consisting of four pilings and a finger pier, subject to the applicant meeting all applicable City permit requirements.

IV. RECOMMENDED MOTION: I move that the City Council approve the proposed for the single-family marine construction project located at 10 Moreno Point Rd, subject to the applicant meeting all applicable City permit requirements.

Attachments:

1. A. Proposed Site Plan
2. B. FDEP Self-Certification Receipt
3. C. Abutters Notice

BRIGGS
10 MORENO PT. RD.
DESTIN, FL.
850 837-4173



○ - EXISTING PILINGS
● - NEW PILINGS
↑A - RELOCATE

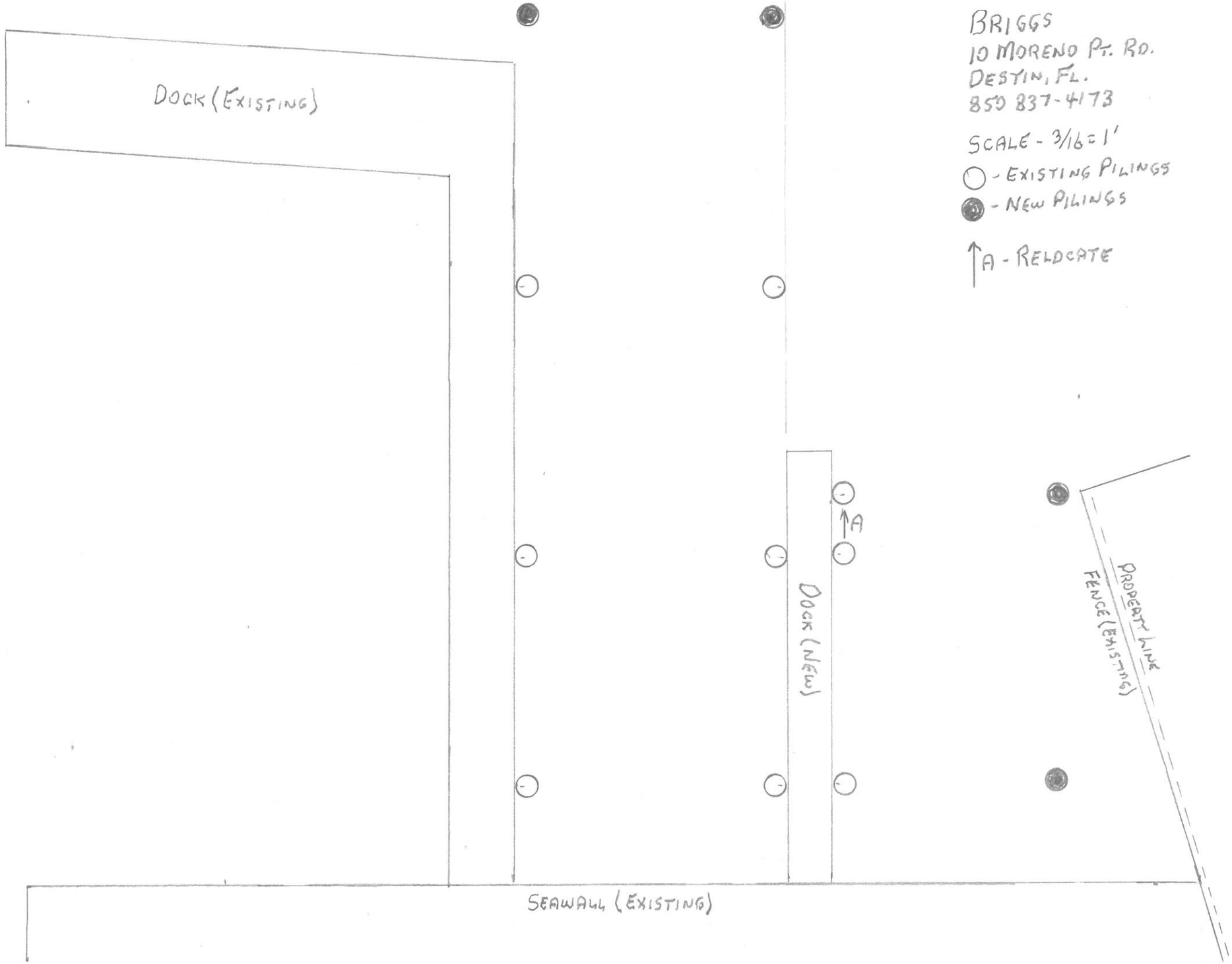
SCALE ¼" = 1'

BRIGGS
10 MORENO PT. RD.
DESTIN, FL.
850 837-4173

SCALE - 3/16 = 1'

○ - EXISTING PILINGS
● - NEW PILINGS

↑A - RELOCATE



Gmail

Cliff Briggs <mcliftonbriggs@gmail.com>

FDEP ERP Self-Certification Receipt

1 message

no-reply@dep.state.fl.us <no-reply@dep.state.fl.us> Wed, Jul 13, 2022 at 4:02 PM
To: mcliftonbriggs@gmail.com
Cc: ERP.SELFCERTS@dep.state.fl.us, SPGP@usace.army.mil, NMFS.SER.PROGRAMMATICREVIEW@noaa.gov, NWD_ERP_APPLICATIONS@floridadep.gov

DEP Logo

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Receipt for Submission

SELF-CERTIFICATION FOR A PROJECT AT A PRIVATE, RESIDENTIAL SINGLE-FAMILY DOCK

07/13/2022

Self-Certification File No.: **0423719001EE**

File Name: 10 Moreno Point Road Destin, FL 32541 **- Self Cert Exempt Dock with Boat Lift(s) (General)**

Dear **Cliff Briggs**: On **07/13/2022** you used the Florida Department of Environmental Protection's electronic Self Certification Process to certify compliance with the terms and conditions of the Single-Family Dock ERP Exemption Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: **30** Minutes: **23** Seconds: **11.0595**
LONG - Degrees: **-86** Minutes: **29** Seconds: **20.954**
SITE ADDRESS: 10 Moreno Point Road Destin, FL 32541
COUNTY: Okaloosa

For:
Cliff Briggs
10 Moreno Point Road Destin, FL 32541

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit.;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-21, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida.

Your Self-Certification is based solely on the information you provided under this process and applies only to the statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands, as required by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign by clicking here.

FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

You have certified that the project you propose to construct at the above location meets all the conditions of the SPGP Self-Certification Process and will be built in conformance to those conditions (attached for reference). Your proposed activity as certified is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, attached. **No further permitting for this activity is required by the Corps. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.**

Notifications to the Corps. For all authorizations under this SPGP VI, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

a. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps
b. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.
    1. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
    2. For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

This SPGP Self-Certification is based solely on the information you provided under this process and applies only to the statutes and rules in effect when your certification was completed. You have recognized that your certification is effective only for the specific project proposed, and provided the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the SPGP Self-Certification Process. This Self-Certification will not apply if any substantial modifications are made to the project. You agree to contact the Department for review of any plans to construct additional structures or to modify the project, as changes may result in a permit being required.

You have acknowledged that this Self-Certification will automatically expire if:

1. construction of the project is not completed by midnight, July 27, 2026, unless construction commenced or a contract to construct was executed before July 27, 2026, in which case the time limit for completing the work authorized by the SPGP ends at midnight, July 27, 2027. However, in no case can construction continue for more than one year beyond the Self-Certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self-Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self-Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

If you have any questions, please contact your local Department District Office. Contact information can be found at: https://floridadep.gov/sites/default/files/SLERC_contacts_web_map_01-2017_0.pdf.

For further information, contact the Corps directly at: https://www.saj.usace.army.mil/Missions/Regulatory.aspx. When referring to your project, please use the SPGP Self-Certification file number listed above.

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

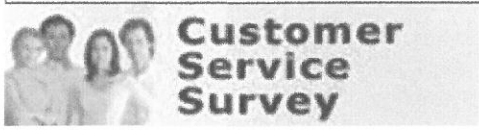
ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local) that may be required for the project. Failure to obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any questions or issues with the attached documents, please contact your local Department District Office:
Northwest District
NWD_ERP_Applications@FloridaDEP.gov

Sincerely,
Florida Department of Environmental Protection.

Attachments:
FDEP Terms and Conditions
SPGP Terms and Conditions
Project Design Criteria



4 attachments

8f473193316e48da93c97c621d7223ee.pdf
50K

ee917b53fcc0f2a1e6849d3ef5ae9132.pdf
50K

ProjectDesignCriteria_1_01.pdf
2622K

noname
50K

Community Development
Planning Division

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

August 11, 2022

Subject: Notification of Application Submittal – Residential Marine Construction: 10 Moreno Point Rd

Dear Property Owner:

The purpose of this letter is to notify you of the Marine Construction Permit received by the Community Development Department. The Marine Construction application seeks Harbor and Waterways Board approval to construct four pilings to extend an existing dock. **The Harbor and Waterways Board will hear the Application at 5:00 p.m.** at **Destin City Hall Annex, 4100 Indian Bayou Trail,** on **Monday, August 22, 2022.** As an owner of property adjacent to this project, *Article 2.17.00 of the Destin Land Development Code (LDC)* requires a written notice providing you with the following information:

This notice is for informational purposes only. No action is required on your part.

1. Name of Owner: Cliff Briggs
2. Name of Agent: Bayou Builders of Walton County, Inc.
3. Address of Project: 10 Moreno Point Rd
4. Parcel ID Number: 00-2S-24-2186-000C-0100
5. Project Description: The proposed project includes the installation of four pilings to extend an existing dock and to create a new dock. The project also includes a 2' x 18' finger pier to access the new dock.
6. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a Public Records Request (PRR) online: http://www.cityofdestin.com/forms.aspx?fid=121

If you have any questions or concerns regarding this letter, please do not hesitate to call (850) 654-1119 option 2 or email at planning@cityofdestin.com.

Sincerely,

Saee More
Saee More
Planner

CC: Louis Zunguze, MURP, Community Development Director
Planning Division
Community Development Department Project File

ITEM # 2022-5728

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.H.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney

DATE: August 25, 2022

SUBJECT: Single-Family Residential Marine Construction Proposed at 518 Norriego Road (Parcel ID: 00-2S-24-2186-000F-0260)

I. BACKGROUND: Kimberly Cole, Compass Marine Group, LLC, on behalf of Kevin McCann has submitted an application for Harbor and Waterways Board review of a residential marine construction application to construct a 55' x 6' marginal dock and modify an existing upland cut to accommodate the construction of a 35' x 3' finger pier, a 43' x 3' finger pier, a 147' linear vinyl sheet pile seawall.

II. DISCUSSION: The applicant requests City Council approval for the proposed marine construction project located at 518 Norriego Road, located within the Holiday Isles manmade canal system, a Class III Florida Waterbody.
The proposed marine construction project meets the requirements of **Article 11.05.00, City of Destin Land Development Code**, including the following section:

- ***11.01.06.B.3.a*** *– Construction of private seawalls*
- ***11.05.01.C, 11.05.01.D*** *– Waste Disposal into the Harbor and Waterways of Destin*
- ***11.05.01.T –*** *Riparian rights of others.*

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

A. Link to Strategic Goals / Objectives:
1) Enhance Quality of Life
2) Enhance and Preserve Heritage and Environment.

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

C. Level of Service (LOS): There is no anticipated effect on the LOS.

D. Legislative Sponsor:

III. CONCLUSION: The applicant provided the Florida Department of Environmental Protection (FDEP) File No: 0394592-003-EM/46. City staff reviewed the application and determined that the plans comply with City Codes and regulations, including ***Section 11.05.01, Marina Siting***.

HARBOR AND WATERWAYS BOARD RECOMMENDATION:
At a regular public hearing on August 22, 2022, the Harbor and Waterways Board recommended City Council approve the proposed project for the Single-Family Marine Construction project at 518 Norriego Road, consisting of a marginal dock, two finger piers and a seawall, subject to the applicant meeting all applicable City permit requirements.

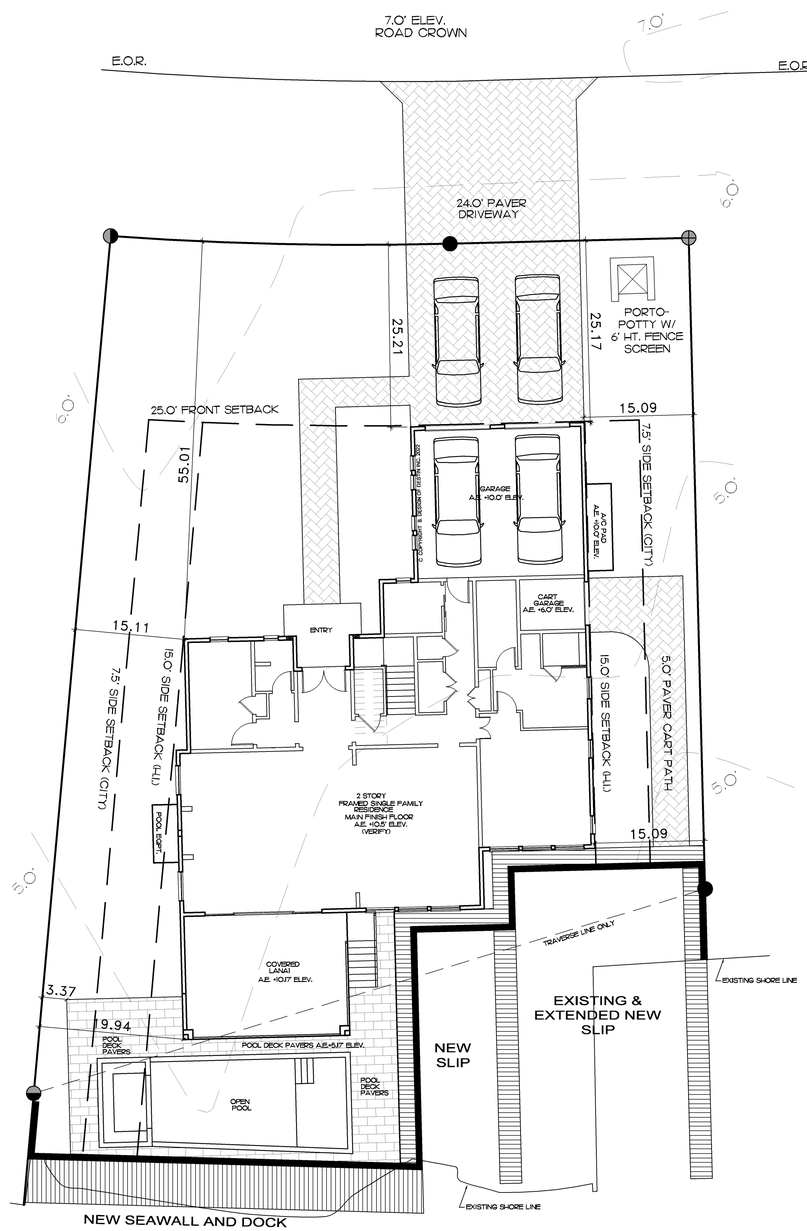
IV. RECOMMENDED MOTION: I move that the City Council approve the proposed project for the single-family marine construction project located at 518 Norriego Road, subject to the applicant meeting all applicable City permit requirements.

Attachments:

1. A. Proposed Site Plan
2. B. FDEP File No 0394592-003-EM46
3. C. Abutters Notice
4. D. U.S. Army Corps - SAJ-2021-01836 (LP-SWA)

518 NORRIEGO ROAD

(66' RIGHT-OF-WAY)



CITY NOTE:

I CERTIFY THAT THE DESIGN PLANS AND SPECIFICATIONS FOR THIS CONSTRUCTION ARE IN COMPLIANCE WITH THE CRITERIA ESTABLISHED BY THE 2020 FLORIDA BUILDING CODE 7TH ADDITION & SUPPLEMENT AND SECTIONS OF THE CITY LAND DEVELOPMENT CODE.
THIS BUILDING AND / OR STRUCTURE IS DESIGNED TO WITH-STAND A WIND VELOCITY OF 150 MPH (ULTIMATE SPEED) USED AND CHAPTER 16 (BUILDING SECTION 1609, OR F.B.C., OR RESIDENTIAL SECTION R322) OF THE FLORIDA BUILDING CODE WITH RESPECT TO SECTIONS IN R301.2 (RESIDENTIAL)
ALSO, UPON COMPLETION OF THIS BUILDING AND / OR STRUCTURE, I WILL CERTIFY AT THAT TIME THE BUILDING AND / OR STRUCTURE HAS COMPLIED WITH THIS SPECIFIC BUILDING DESIGN. THIS MUST BE ON FILE AT THE COUNTY BUILDING DEPARTMENT BEFORE RECEIVING AN INSPECTION FOR POWER.
I UNDERSTAND THAT ANY CHANGE IN DESIGN OR SPECIFICATION MUST BE SUBMITTED IN WRITING BY ME TO THE BUILDING DEPARTMENT.
PLANS FOR ANY MAJOR HABITABLE BUILDING AND / OR STRUCTURE, SEAWARD OF THE COASTAL LINE, SHALL CONTAIN THE ABOVE SEALED STATEMENT AND A STATEMENT THAT THE BUILDING AND / OR STRUCTURE IS DESIGNED IN COMPLIANCE WITH STANDARDS ESTABLISHED IN THE FLORIDA ADMINISTRATIVE CODE, RULE 62B-33.007.
I ALSO CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE FOUNDATION AND STRUCTURE IS DESIGNED AS ADEQUATELY ANCHORED TO PREVENT FLOATATION, COLLAPSE, AND LATERAL MOVEMENT OF THE STRUCTURE RESULTING FROM HYDRODYNAMIC AND HYDROSTATIC LOADS, INCLUDING THE EFFECT OF BUOYANCY. THE DESIGN HAS TAKEN INTO ACCOUNT THE PROVISIONS OF (FBC R322/FBC 1609/ASCE) AND THE FLOOD LOADS IMPOSED BY A BASE FLOOD EVENT OF A 100 YEAR FLOOD AS SHOWN ON THE CURRENT OKALOOSA COUNTY FLOOD INSURANCE RATE MAP, FOR FLOOD AND HOMES SOUTH OF C.C.C.L.

THE OWNER AND/OR CONTRACTOR:

SHALL BE TOTALLY RESPONSIBLE FOR THE CONSTRUCTION PHASE OF THIS PROJECT AND SHALL BE REQUIRED TO STRICTLY FOLLOW THE LOCAL BUILDING CODES AND ORDINANCES. THE ARCHITECTURAL DRAWINGS INCLUDED HEREIN REPRESENT THE DESIGN INTENT ONLY OF THE FLOOR PLANNING (TO INCLUDE THE CEILING PLANS) AND THE EXTERIOR DESIGN.
B. DESIGN OF DESTIN INC. IS NOT TO BE HELD RESPONSIBLE FOR CITY AND OR COUNTY REGULATIONS THAT MAY ARISE DURING THE PROCESS THAT HAVE CHANGED OR HAVE BEEN MODIFIED OR INTERPRETED DIFFERENTLY THAN SHOWN, BY THE BUILDING OFFICIALS, AND WILL BE WORKED OUT IF ANY ISSUES SHALL ARISE.
B. DESIGN OF DESTIN INC. IS NOT TO BE HELD RESPONSIBLE FOR SITE SOIL CONDITIONS.
B. DESIGN OF DESTIN INC. WILL DESIGN FOUNDATION CRITERIA W/ STRUCTURAL ENGINEER BASED ON INFORMATION PROVIDED BY THE REPORT ON THE FURNISHED SURVEY & SHALL NOT BE RESPONSIBLE FOR SITE SOIL CONDITIONS THAT MAY ARISE DURING THE START OF CONSTRUCTION.
CERTAIN SECTIONS AND/OR DETAILS WITHIN THE DRAWINGS ARE INCLUDED TO SHOW GENERAL CONSTRUCTION ASSEMBLY OF BUILDING COMPONENTS AND TO EMPHASIZE CODE WORTHY ITEMS, BUT BY NO MEANS, REPRESENT ALL REQUIRED CONSTRUCTION FRAMING TECHNIQUES, OR DETAILING NECESSARY FOR THE COMPLETION OF THIS PROJECT. THE OWNER/CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR ALL CONSTRUCTION ASSEMBLY PRACTICES, MATERIAL INTERFACING, AND DETAILING NOT OTHERWISE SHOWN ON THE DRAWINGS, TO INCLUDE, BUT NOT LIMITED TO THE FOLLOWING: FOUNDATION AND EXTERIOR WALL DESIGN, WATER PROOFING OF THE EXTERIOR ENVELOPE (WALLS, WINDOW/DOOR OPENINGS, AND ROOF), BALCONIES, AND INTERIOR MATERIAL APPLICATIONS.
THE ELECTRICAL PLAN (S) ARE INCLUDED HEREIN TO BE USED AS A GUIDE FOR PLACEMENT OF ELECTRICAL APPARATUS ONLY (I.E. LIGHT FIXTURES, SWITCHES, DETECTORS, OUTLETS, PANELS, ETC.) AND DO NOT NECESSARILY REFLECT A KNOWLEDGE OF THE REQUIRED CIRCUITRY, INSTALLATION PRACTICES OR ELECTRICAL CODE REQUIREMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THE ELECTRICAL POWER DISTRIBUTION AND LIGHTING DESIGN MEETS ALL APPLICABLE CODES.
B. DESIGN OF DESTIN INC. WILL NOT BE HELD RESPONSIBLE FOR COORDINATION OF ANY ASPECTS OF THIS PROJECT AS CONSTRUCTION COMMENCES AND PROGRESSES THROUGHOUT THE BUILD AND THEREAFTER. THAT IS THE RESPONSIBILITY OF THE OWNER AND CONTRACTOR THROUGHOUT THE PROJECT.

BUILDING CODE ANALYSIS & SITE DATA TABLE

2020 FLORIDA BUILDING CODE
7TH ADDITION FOR
PROTECTED STRUCTURE

APPLICABLE WIND LOAD:
150 - MPH WINDS (ULTIMATE SPEED MAP)

APPLICABLE FLOOD ZONE:
A.E. 8' (PLUS 2' FOR FREEBOARD=10' D.F.E.)

CLASSIFICATION:
SINGLE FAMILY RESIDENCE

PARCEL IDENTIFICATION #:
00-2S-24-2186-000F-0260

BEDROOMS
4

BATHROOMS
5.5

PARKING SPACES
4

MAIN FINISH FLOOR ELEVATION
A.E. 10.5' (REQUIRE 2' FREEBOARD PER CITY)

HIGHEST ROOF HT. FROM BASE FLOOD
+35'-8"

WHITE SAND ZONE:
APPLICABLE

EROSION:
THE PUBLIC R.O.W., WATERWAY AND ADJOINING PROPERTIES MUST BE PROTECTED FROM SURFACE WATER RUN OFF AND EROSION THROUGH OUT THE CONSTRUCTION PROCESS
INSTALL DEBRIS PROPERTY FENCING

SCALE: 1" = 10'

LEGAL DESCRIPTION

LOT: 26
BLOCK: F
ADDRESS: 518 NORRIEGO RD.
SUBDIVISION: HOLIDAY ISLE
COUNTY: OKALOOSA
CITY: DESTIN

CONTRACTOR & SURVEYOR TO VERIFY PLACEMENT OF HOUSE ON SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION.

SITE PLAN

SCALE: 1" = 10'

DO NOT SCALE DRAWINGS USE GIVEN DIMENSIONS.
Report Any Discrepancies Or Dimensions To The Designer Or Construction Superintendent Before Proceeding with work

Owner:
McCann Residence
518 Norriego Rd.
Holiday Isle

Builder:

Engineer of Record:
Christopher L. O'Shea, PE
Clover-CSE
Florida #82231
PO Box 2165
Peachtree City, GA 30269
850-730-1987

"B" DESIGN of DESTIN Inc.
Residential Designers, & Planners
P.O. BOX 687
Sautee Nacoochee, GA
30571
(850) 650-8221
President/owner: Eric Craig

B DESIGN CORP

THESE PLANS HAVE BEEN PREPARED IN COMPLIANCE WITH CHAPTER 16 - 7TH ADDITION OF THE 2020 FLORIDA BUILDING CODE FOR DESIGN WIND VELOCITY OF 150 MPH. (ULTIMATE SPEED)

THE OWNER OR CONTRACTOR: SHALL BE TOTALLY RESPONSIBLE FOR THE CONSTRUCTION PHASE OF THIS PROJECT AND STRICTLY FOLLOW THE LOCAL BUILDING CODES AND ORDINANCES. THEY SHALL ALSO NOTIFY THE DESIGNER IN WRITING FOR ANY ERRORS, OMISSIONS, OR NON-CONFORMANCE OF SUCH CODES AND ORDINANCES IN THE CONSTRUCTION DOCUMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

THE DESIGNER, RECORD: HAS NOT BEEN RETAINED AND IS NOT RESPONSIBLE FOR THE COORDINATION OF THE TRADE OR THEIR CONSTRUCTION METHODS, FIELD SUPERVISION, JOB SAFETY (OSHA) OR LEN/LABOR LAW REQUIREMENTS AND ALL SUCH MATTERS SHALL BE THE ABSOLUTE RESPONSIBILITY OF THE OWNER, GENERAL CONTRACTOR, OR THEIR DESIGNER.

THESE CONSTRUCTION DOCUMENTS: WERE PREPARED FOR THE SOLE PURPOSE OF OBTAINING A PERMIT AND AS A CONSTRUCTION GUIDE AND ARE NOT APPROVED UNLESS SIGNED AND SEALED IN THE SPACE PROVIDED.

B DESIGN OF DESTIN INC., HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHT IN THESE PLANS, IDEAS AND DESIGNS. THESE PLANS, IDEAS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN CONSENT OF THE B.D.O.D.I. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB AND T.B.D.C. MUST BE NOTIFIED IN WRITING OF ANY VARIATION FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH 2020 RESIDENTIAL FLORIDA BUILDING CODE AND LOCAL CODES.

DATE:	7 / 28 / 22
PROJECT #:	D22-013
DRAWN BY:	E.B.C.
CHECKED BY:	
FILENAME:	E:\BOYATT\DESTIN\HOLIDAY ISLE\MCCANN
REVISIONS:	
SHEET #:	1

FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

June 9, 2022
FROM:
Stephen Hill
5 Calhoun Ave, 506
Destin, FL 32541
hibshill@cox.net

TO:
Kevin J. McCann
5945 Whitestone Lane
Suwanee, GA 30024

Re: File No. 0394592-003-EM/46
Transfer from File No. 0394592-002-EI/46

Dear Mr. Hill and Mr. McCann:

Enclosed is a copy of the executed transfer of permit for the referenced project. The transfer of this permit to Mr. McCann is hereby approved and effective as of the date of this letter. Please attach a copy of this letter and the enclosed transfer of permit to your permit and make them available on-site during construction. When referring to this project, please use the permit number indicated.

This notice of transfer does not alter the original expiration date, Specific or General Conditions, or monitoring requirements of the permit. This letter must be attached to the original permit.

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

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

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

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

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

Mediation
Mediation is not available in this proceeding.

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

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

If you have any questions regarding this matter, please contact Linda Ivey at the letterhead address, at (850) 595-0629, or at Linda.Ivey@FloridaDEP.gov.

EXECUTION AND CLERKING
Executed in Orlando, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Blake Chapman

Blake Chapman
Environmental Manager

Attachments:
1. Permit File No. 0394592-002-EI/46, 20 pages
2. Permit Transfer Request, 1 page

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

Blake Chapman, FDEP, Blake.A.Chapman@FloridaDEP.gov
Linda Ivey, FDEP, Linda.Ivey@FloridaDEP.gov
Stephen Hill, applicant, hibshill@cox.net
Jason Taylor, agent, oakhurstenvironmental@gmail.com
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us, sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com, planning@cityofdestin.com

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

Jonathan Bric June 9, 2022

Clerk Date

FLORIDA DEPARTMENT OF
Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Permittee/Authorized Entity:
Stephen Hill
PO Box 5218
Destin, FL 32540
hibshill@cox.net

Hill Upland Cut

Authorized Agent:
Jason Taylor
1225 Oakview Road
Decatur, Georgia 30030
oakhurstenvironmental@gmail.com

Environmental Resource Permit
State-owned Submerged Lands Authorization –Not Applicable

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Okaloosa County
Permit No.: 0394592-002-EI/46

Permit Issuance Date: October 29, 2021
Permit Construction Phase Expiration Date: October 29, 2026

Environmental Resource Permit

Permittee: Stephen Hill
Permit No: 0394592-002-EI/46

PROJECT LOCATION

The activities authorized by this permit are located at 518 Norriego Road, Destin, Florida 32541, Parcel ID 00-2S-24-2186-000F-0260, in Section 25, Township 2 South, Range 23 West in Okaloosa County, at 30°23′15.30″ North Latitude, 86°29′47.22″ West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to modify an existing upland cut; perform a maintenance dredge within a man-made canal; and construct two uncovered boat lifts, a 55-foot by 6-foot marginal dock, one 35-foot by 3-foot finger pier, one 43-foot by 3-foot finger pier and a 147 linear foot vinyl sheet pile seawall. The irregular-shaped 43-foot by 40-foot upland cut and maintenance dredge consists of excavating approximately 241 cubic yards of material below the mean high waterline from 1,909 square feet of uplands and canal. Dredged material will be placed in an upland spoil cell on the adjacent property. The project is located within in the Holiday Isles manmade canal system, a Class III Florida Waterbody, Prohibited Shellfish Harvesting Area. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Hill Upland Cut

Environmental Resource Permit

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

Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.A.C.

Federal Authorization

Your proposed activity as outlined in your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit VI-R1. **SEPARATE permit(s)** or authorization **will be required** from the U.S. Army Corps of Engineers (USACOE).

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

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

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

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

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

PERMIT CONDITIONS
The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit, as described.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES
1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

2. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.

3. The mailing address for submittal of forms for the "Construction Commencement Notice", "As-Built Certification …", "Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase", or other correspondence is FDEP, SLERP, 160 W Government Street, Suite 308, Pensacola, Florida 32502.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

4. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings.

5. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts shall be placed around the project area. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

The following measures shall be taken by the permittee whenever turbidity levels within waters of the state exceed 29 NTUs above background:

a. Immediately cease all work contributing to the water quality violation.
b. Stabilize all exposed soils contributing to the violation, modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
c. Notify the Northwest District Office at (850) 595-8300 within 24 hours of the time the violation is first detected.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

6. Any damage to wetlands outside of the authorized impact areas as a result of construction shall be immediately reported to the Department at (850)595-8300 and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period.

7. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

8. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.

9. The permittee shall be responsible for ensuring erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until

areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

10. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

11. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within surface waters.

12. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

13. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

14. Dredging shall be limited to day light; no dredging activities are authorized to be conducted at night.

15. Areas to be dredged shall be dredged in accordance with the attached permit drawings and shall not exceed the areas and depths indicated on those drawings.

16. Spoil material shall not be disposed in wetlands.

SPECIFIC CONDITIONS – OTHER LISTED SPECIES

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

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

18. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

19. All structures authorized by this permit shall remain in operable condition and shall not be allowed to deteriorate or otherwise contribute to a water quality violation for the life of the facility.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

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

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

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

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

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
   b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a

copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

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

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

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

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

12. The permittee shall notify the Agency in writing:

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

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

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of

State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

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

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

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

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

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

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant to Rule 62-110.106(10)(a).

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

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Whitney Bretana at the letterhead address, at (850)595-0658, or at Whitney.Bretana@FloridaDEP.gov.

EXECUTION AND CLERKING
Executed in Pensacola, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Kimberly R. Allen
Permitting Program Administrator

KRA:wb

Attachments:
Standard Manatee Construction Conditions 2011, 2 pages
Project Drawings and Design Specs., 7 pages

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

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

Kimberly R. Allen, DEP, Kim.Allen@FloridaDEP.gov
Jennifer Waltrip, Jennifer.Waltrip@FloridaDEP.gov
Whitney Bretana, Whitney.Bretana@FloridaDEP.gov
Martha Johnson, Martha.U.Johnson@FloridaDEP.gov
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us, sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com, planning@cityofdestin.com

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

Clerk October 29, 2021
Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

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

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

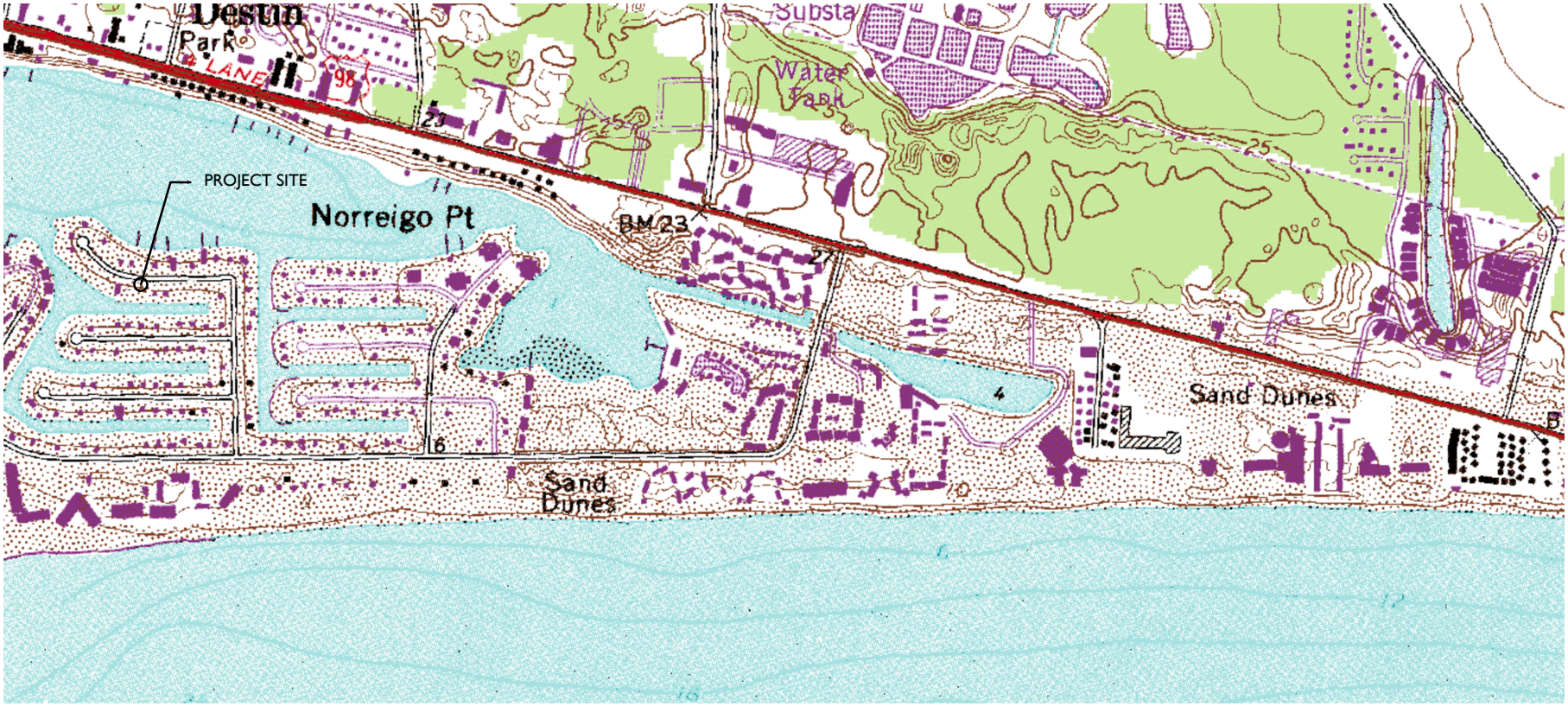
Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



PARCEL ID#
PID: 00-2S-24-2186-000F-0260
SITUS: 518 NORRIEGO ROAD
DESTIN, FL 32541
LAT: 30.387645
LONG: -86.496478

RECORD OWNER
HILL STEPHEN
PO BOX 5218
DESTIN, FL 32540

INDEX OF SHEETS
1- SITE LOCATION & SHEET INDEX
2-EXISTING SITE CONDITIONS
3-PLAN VIEW DEPICTED ONTO AERIAL
4-PLAN VIEW UPLAND CUT & SPOIL CELL
5-PLAN VIEW DREDGE CLOSE-UP
6-DREDGE/SPOIL CELL SECTION VIEW (TYPICAL)
7-SECTION VIEW (TYPICAL)

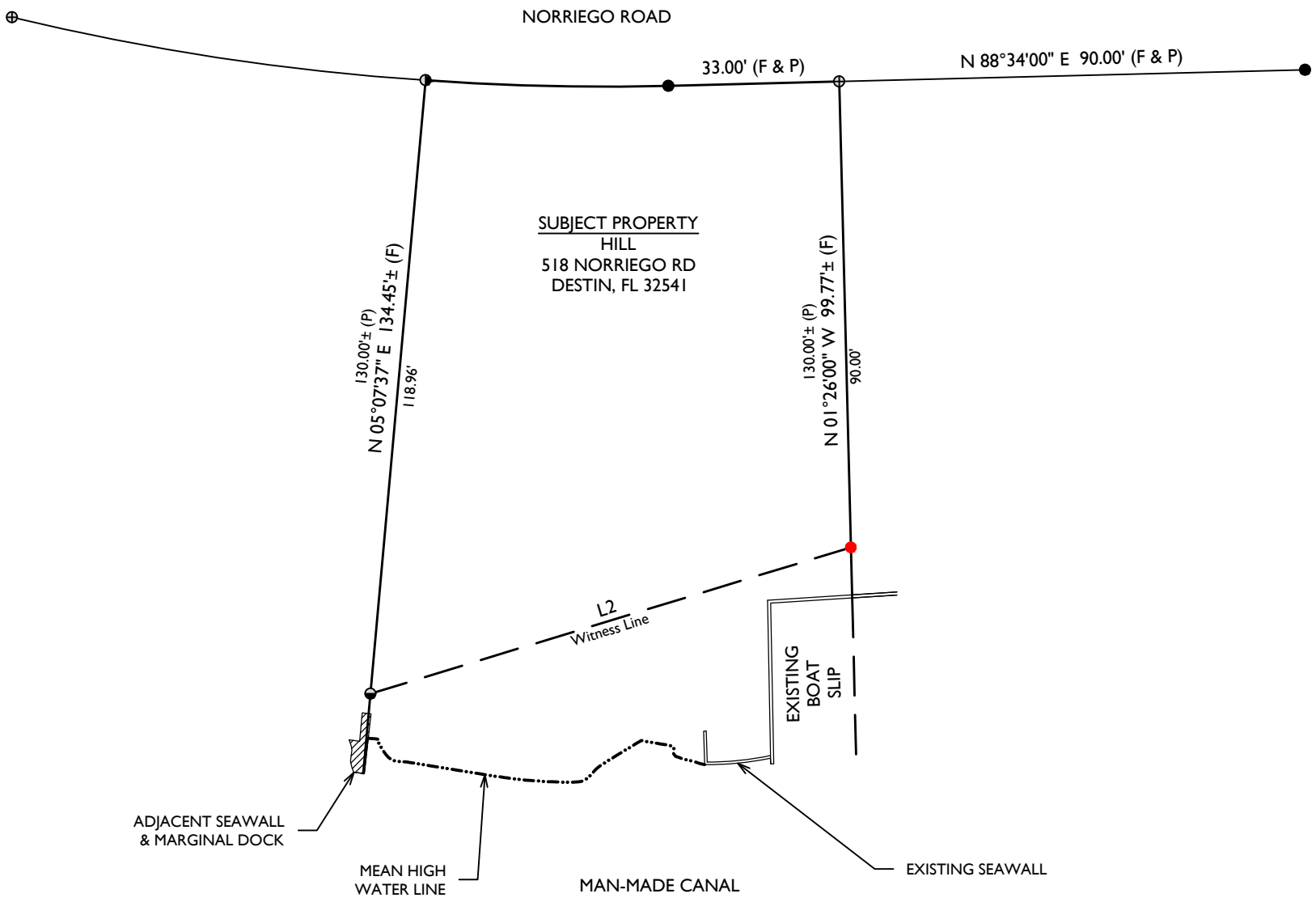
0394592-002-EE46

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
WB
STATE OF FLORIDA

1200 0 600 1200
(IN FEET)

PROJECT NAME: 518 NORRIEGO ROAD, HILL	
SITE LOCATION & SHEET INDEX	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 1 OF 7	

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



2/7

0394592-002-EE/46

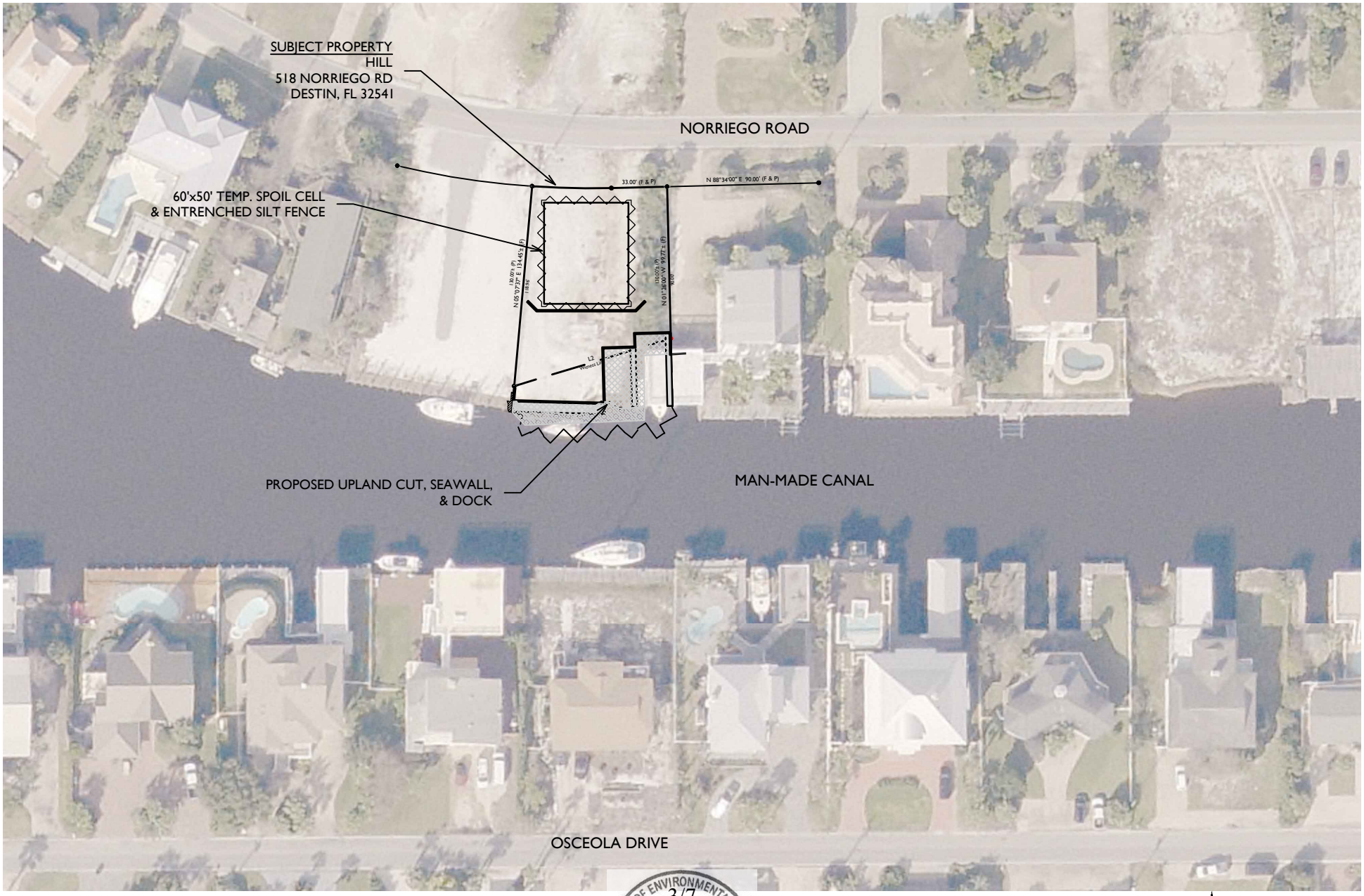
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
WB
STATE OF FLORIDA

PROJECT NAME: 518 NORRIEGO ROAD, HILL	
EXISTING SITE CONDITIONS	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 2 OF 7	

30 0 15 30

(IN FEET)

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



3/7

0394592-002-EE/46

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
WB
STATE OF FLORIDA

PROJECT NAME: 518 NORRIEGO ROAD, HILL	
PLAN VIEW DEPICTED ONTO AERIAL	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 3 OF 7	

N

80 0 40 80

(IN FEET)

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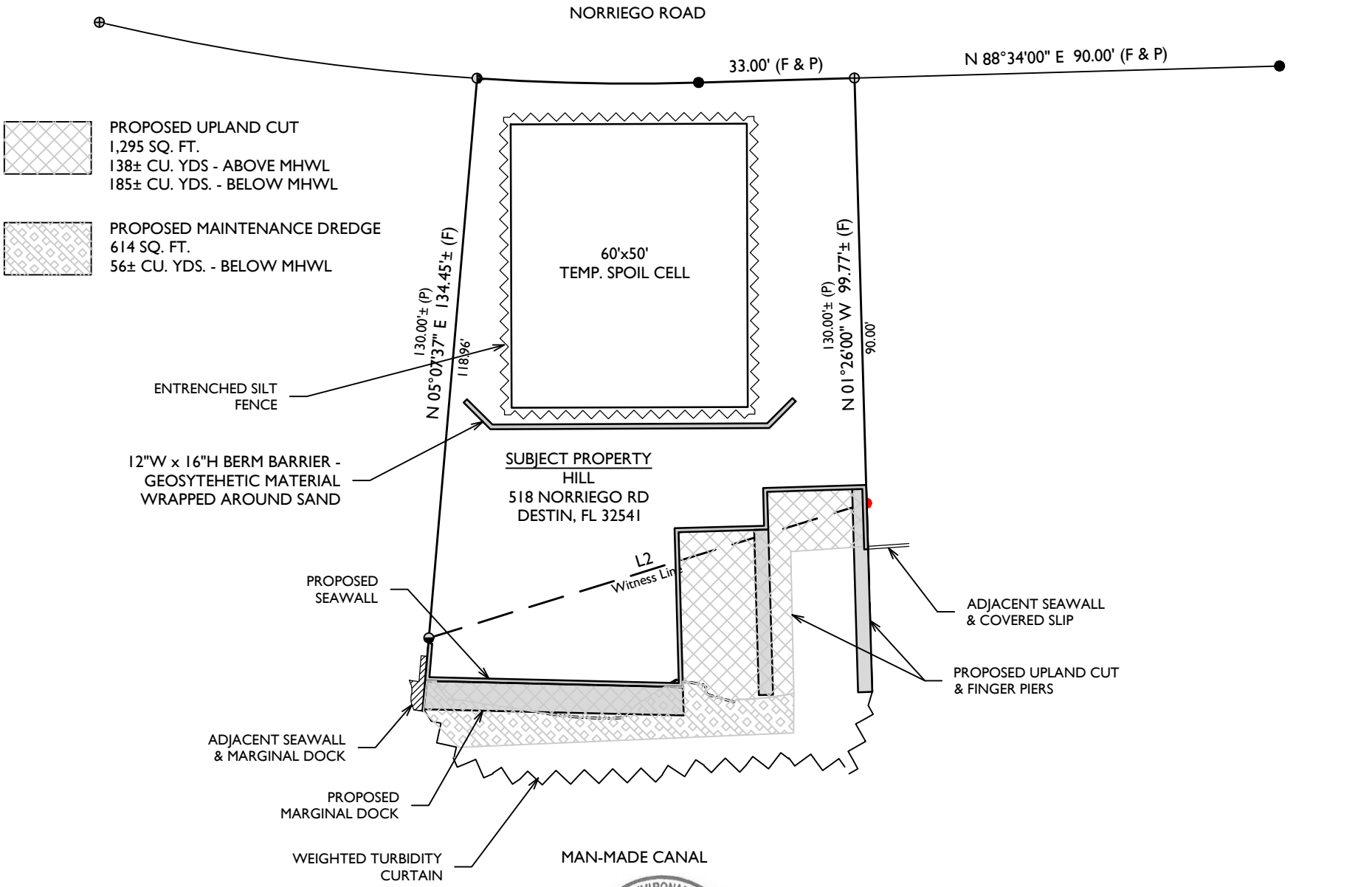
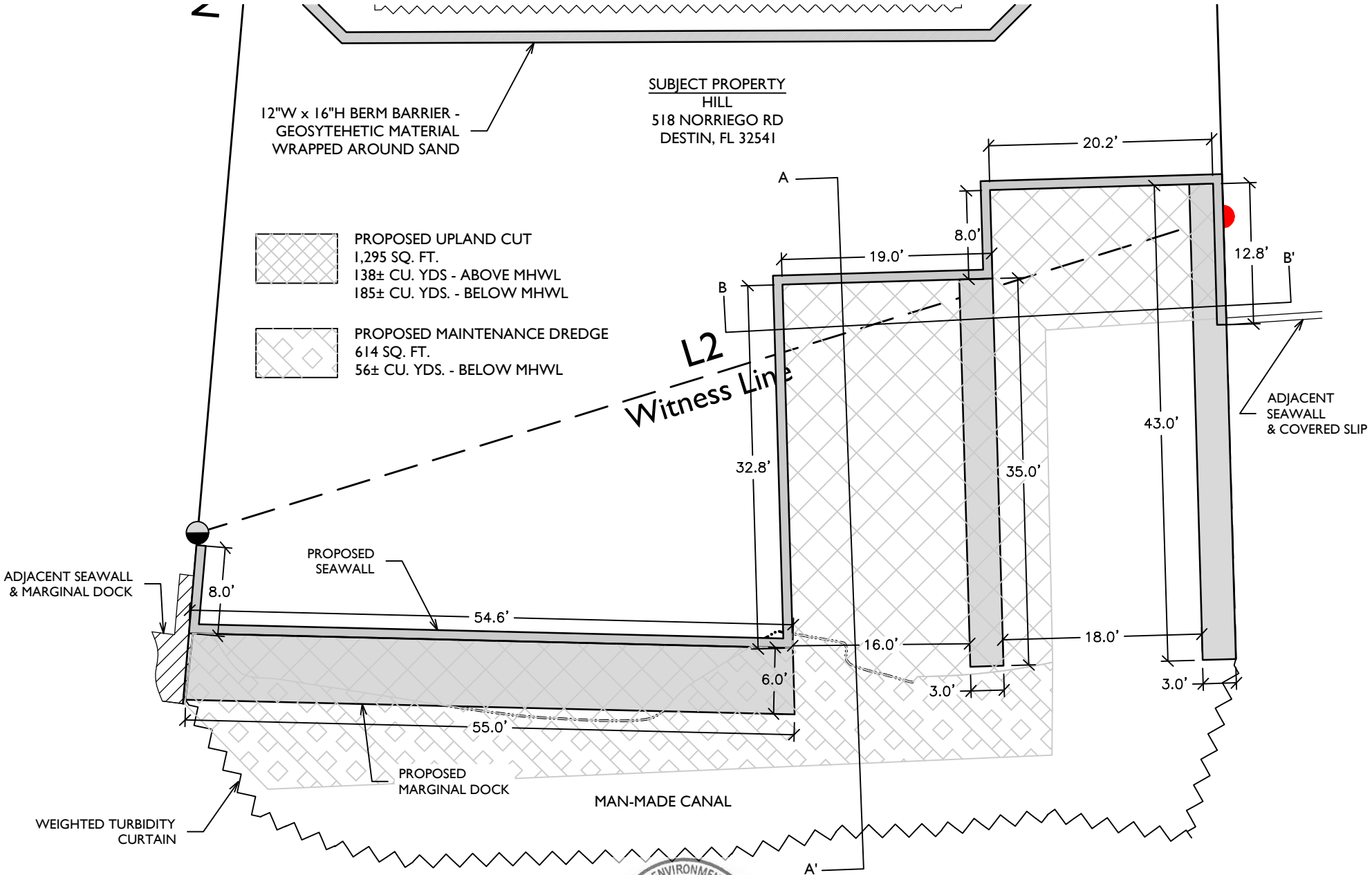


PROJECT NAME: 518 NORRIEGO ROAD, HILL	
PLAN VIEW UPLAND CUT	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 4 OF 7	

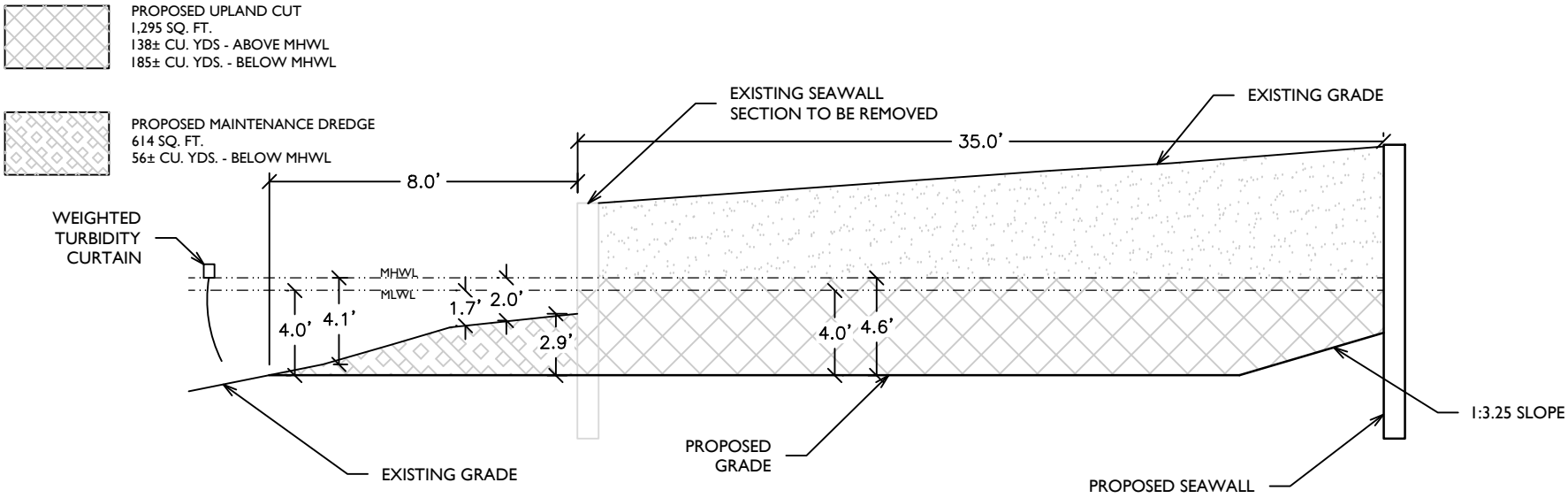
RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



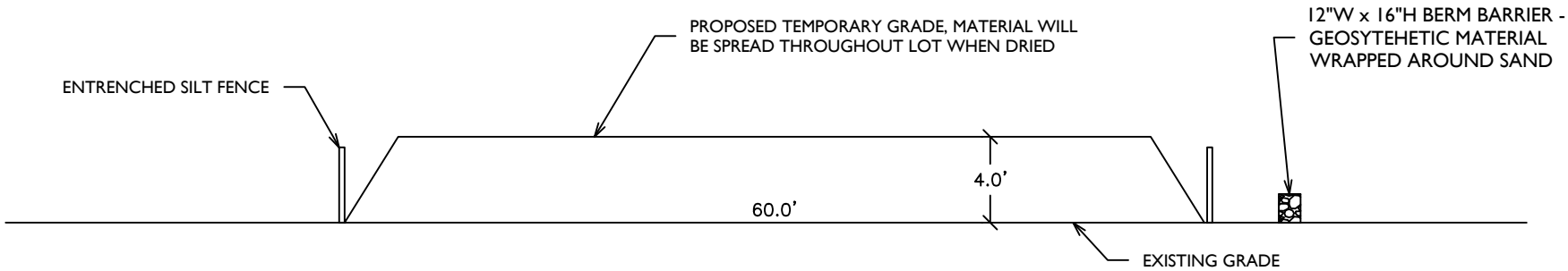
PROJECT NAME: 518 NORRIEGO ROAD, HILL	
PLAN VIEW UPLAND CUT CLOSE UP	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 5 OF 7	

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
WB
STATE OF FLORIDA

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



PROPOSED DREDGE SECTION A-A' TYP.



SPOIL CELL SECTION TYP.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
WB
STATE OF FLORIDA

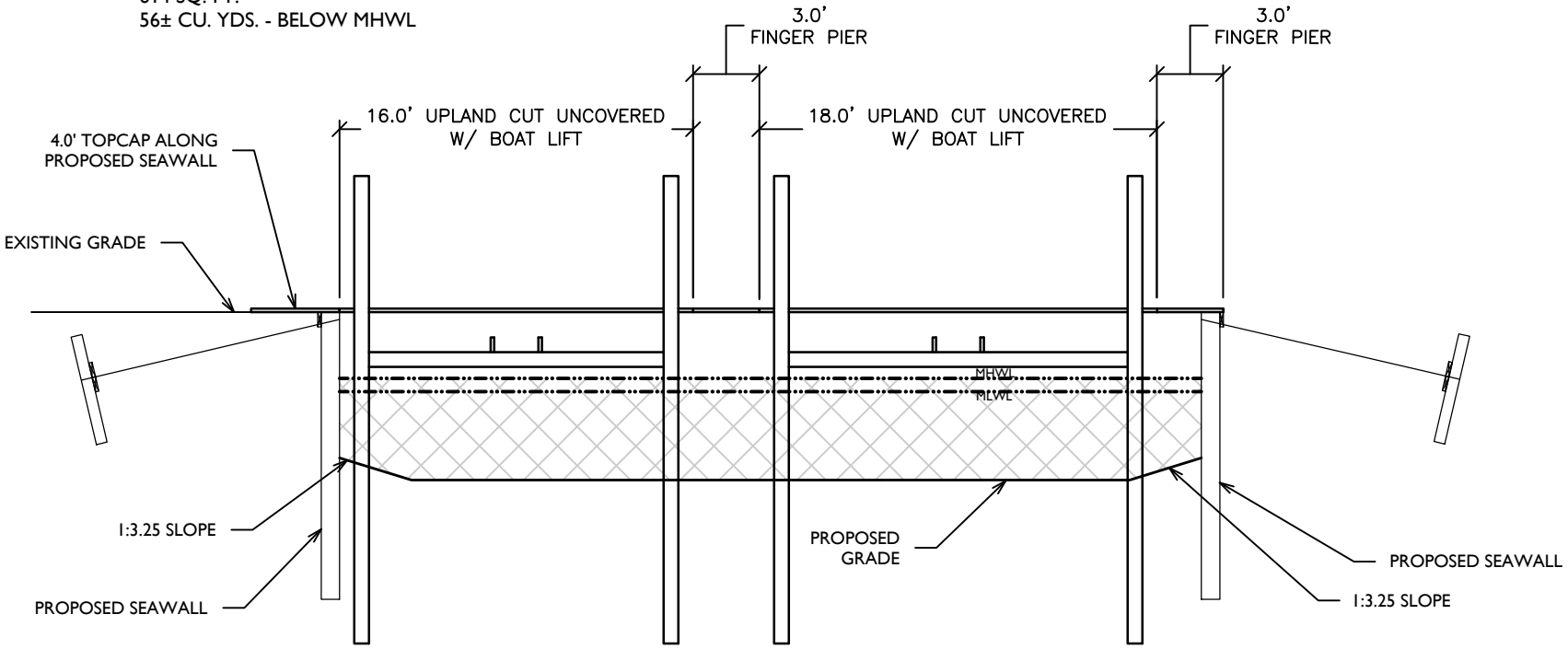
PROJECT NAME: 518 NORRIEGO ROAD, HILL	
PROFILES (TYPICAL)	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 6 OF 7	

8 0 4 8
(IN FEET)

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.

PROPOSED UPLAND CUT
1,295 SQ. FT.
138± CU. YDS - ABOVE MHWL
185± CU. YDS. - BELOW MHWL

PROPOSED MAINTENANCE DREDGE
614 SQ. FT.
56± CU. YDS. - BELOW MHWL



PROPOSED DOCK/DREDGE SECTION B-B' TYP.

7/7
0394592-002-EI/46

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
WB
STATE OF FLORIDA

PROJECT NAME: 518 NORRIEGO ROAD, HILL	
PROFILES (TYPICAL)	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 7 OF 7	

8 0 4 8
(IN FEET)

From: Stephen hill
To: Ivey, Linda
Subject: Re: McCann Marine Project 0394592-003-EM/46 modification/transfer
Date: Wednesday, May 25, 2022 9:52:16 AM
Attachments: image002.png
image003.png

EXTERNAL MESSAGE
This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

yes

Sent from my iPhone

On May 25, 2022, at 9:51 AM, Ivey, Linda <Linda.Ivey@floridadep.gov> wrote:

Hello Jason and Stephen,

I have been assigned the permit modification for this project. I wanted to confirm with both of you that you are seeking to transfer this permit from Stephen Hill's name into Kevin McCann's.

Thank you,
Linda

Linda Ivey
Florida Department of Environmental Protection
Northwest District
Environmental Specialist I
Linda.Ivey@FloridaDEP.gov
Office: 850-595-0629
Fax: 850-595-8417

FILE #3549898 RCD: 5/12/2022 3:30 PM, BK: 3621 PG: 3983, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
D Doc Stmp: $7,700.00 DEPUTY CLERK gnix
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Prepared by and return to:
Tiffany S. Gonzales
SETCO Services, LLC
2930 West County Highway 30A
Suite 101
Santa Rosa Beach, FL 32459
(850) 650-6161
File No BMB-22-2440

Parcel Identification No 00-2S-24-2186-000F-0260

Documentary Stamp Taxes were collected in the amount of 7,700.00 based on the purchase price of 1,100,000.00.

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

STATE OF FLORIDA
COUNTY OF OKALOOSA

This indenture made the **10th day of May, 2022** between **Stephen Hill, a single man**, whose post office address is **5 Calhoun Ave, 506, Destin, FL 32541**, Grantor, to **Kevin J. McCann, a single man**, whose post office address is **5945 Whitestone Lane, Suwanee, GA 30024,** Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Okaloosa, Florida, to-wit:

Lot 26, Block F, Holiday Isle on The Gulf of Mexico at Destin, Inc. Residential Section No. 5, according to the map or plat thereof, as recorded in Plat Book 4, Page(s) 39, of the Public Records of Okaloosa County, Florida.

Said property is not the homestead property of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1

Signature: Skylar McQueen

Print name: Skylar McQueen

Witness #2

Signature: Amy Scott

Print name: Amy Scott

Stephen Hill

STATE OF Florida
COUNTY OF Walton

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 10 day of May, 2022, by Stephen Hill, who is known to me or who has produced FL DL as photo identification.

(AFFIX NOTARY SEAL HERE)

Skylar McQueen
Notary Public
Printed Name:
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
Skylar McQueen
MY COMMISSION # HH32228
EXPIRES: August 16, 2024

Community Development

Planning Division

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

August 11, 2022

Subject: Notification of Application Submittal – Residential Marine Construction: 518 Norriego Road (Parcel ID: 00-2S-24-2186-000F-0260)

Dear Property Owner:

The purpose of this letter is to notify you of the Marine Construction Permit received by the Community Development Department. The Marine Construction application seeks Harbor and Waterways Board approval to construct a marginal dock and modify existing upland cut to accommodate two finger piers and a seawall. **The Harbor and Waterways Board will hear the Application at 5:00 p.m.** at **Destin City Hall Annex, 4100 Indian Bayou Trail,** on **Monday, August 22, 2022.** As an owner of property adjacent to this project, *Article 2.17.00 of the Destin Land Development Code (LDC)* requires a written notice providing you with the following information:

This notice is for informational purposes only. No action is required on your part.

1. Name of Owner: Kevin McCann
2. Name of Agent: Compass Marine Group, LLC
3. Address of Project: 518 Norriego Road
4. Parcel ID Number: 00-2S-24-2186-000F-0260
5. Project Description: The proposed project includes modification to an existing upland cut to accommodate the construction of a 35' x 3' finger pier, a 43' x 3' finger pier, a 147' linear vinyl sheet pile seawall, and a 55' x 6' marginal dock.
6. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a Public Records Request (PRR) online: http://www.cityofdestin.com/forms.aspx?fid=121

If you have any questions or concerns regarding this letter, please do not hesitate to call (850) 654-1119 option 2 or email at planning@cityofdestin.com.

Sincerely,

Saee More
Saee More
Planner

CC: Louis Zunguze, MURP, Community Development Director
Planning Division
Community Development Department Project File

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

August 16, 2022

Regulatory Division
North Branch
Pensacola Section
SAJ-2021-01836 (LP-SWA)

Kevin McCann
5945 Whitestone Lane
Suwanee, Georgia 30024
Sent via email: kmccann@bellsouth.net

Dear Mr. McCann:

This is in reference to your request for a Department of the Army (DA) permit to perform work in or affecting waters of the United States. If you determine the permit provided is acceptable in its entirety and you have chosen to proceed with the authorized activity, then upon recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344), you are authorized under a Letter of Permission

To: Excavate 241 cubic yards of material from an upland lot for the construction of an irregular shaped 43-foot by 40-foot upland-cut boat slip with two (2) uncovered boat lifts and to maintenance dredge 56 cubic yards of material from the adjacent manmade canal, both to a depth of -4.6 feet at mean high water (MHW). The excavated and dredged material will be placed in an upland disposal area located on the lot. There will be no return water from the disposal area back into waters of the United States. Approximately 147 linear feet of seawall will be installed to stabilize the side walls of the boat slip and shoreline along the canal. A 55-foot by 6-foot marginal dock will be constructed along the shoreline, in addition to a 3-foot by 35-foot finger pier and a 3-foot by 43-foot finger pier constructed within the upland-cut boat slip to create a 16-foot by 35-foot boat slip and an 18-foot by 43-foot boat slip.

At: Within a manmade canal at 518 Norriego Road, Destin, Okaloosa County, Florida.

Geographic Position: Latitude: 30.387535°
Longitude: -86.496474°

The project must be completed in accordance with the enclosed construction drawings, and the general and special conditions which are incorporated in, and made a part of, the permit.

Special Conditions:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola Florida 32502.

The Permittee shall reference this permit number, SAJ-2021-01836 (LP-SWA), on all submittals.

2. Permit Conditions Prevail: If information in the permit attachments conflict with the special conditions of this permit, the requirements of the permit special conditions shall prevail.

3. Commencement Notification: Within 10 days from the date of initiating the work authorized by this permit the Permittee shall complete and submit the attached "*Commencement Notification*" Form.

4. Posting of Permit: The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

5. Self-Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "*Self-Certification Statement of Compliance*" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "*Self-Certification Statement of Compliance*" form. The description of any deviations on the "*Self-Certification Statement of Compliance*" form does not constitute approval of any deviations by the Corps.

6. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove,

relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

7. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1-foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

8. Dredged Material Disposal: The Permittee shall place all dredged material in a self-contained, upland disposal site as detailed in the drawings. The Permittee shall maintain the upland disposal site to prevent the discharge of dredged material and associated effluent into waters of the United States.

9. Jacksonville District Programmatic Biological Opinion (JAXBO): Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at:
http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx

JAXBO may be subject to revision at any time. The most recent version of these JAXBO must be utilized during the design and construction of the permitted work.

10. Manatee Conditions: The Permittee shall comply with the attached "*Standard Manatee Conditions for In-Water Work – 2011*". The most recent version of the Manatee Conditions must be utilized.

11. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the

discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

If the work authorized is not completed on or before **August 16, 2027**, authorization, if not previously revoked or specifically extended, shall cease and be null and void.

Instructions for Objecting to Permit Terms and Conditions: This letter contains an initial proffered permit for your proposed project application. If you object to certain terms and conditions contained within the permit, you may request that the permit be modified. Enclosed you will find a Notification of Administrative Appeal Options and Process fact sheet and Request for Appeal (RFA) form. If you choose to object to

certain terms and conditions of the permit, you must follow the directions provided in Section 1, Part A and submit the completed RFA form to the letterhead address.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria under 33 CFR Part 331.5, and that it has been received by the District office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the letterhead address by **October 14, 2022**.

Should you have any questions regarding this letter, please contact the project manager Steve Andrews Jr. in writing the letterhead address, by telephone at 850-439-0707, or by email at stephen.w.andrews@usace.army.mil.

The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit https://regulatory.ops.usace.army.mil/customer-service-survey/ and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Shayne Hayes

For James L. Booth
Colonel, U.S. Army
District Commander

Enclosures:
Transfer Request
General Conditions
Notice of Administrative Appeal
Permit Drawings
Commencement Notification
Self-Certification
Manatee Conditions

Copy Furnished:
Oakhurst Consulting
Compass Marine Group, LLC

REQUEST PERMIT TRANSFER: PERMIT NUMBER: SAJ-2021-01836 (LP-SWA)

When the structures or work verified by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, the present permittee and the transferee should sign and date below. This document must then be provided to the U.S. Army Corps of Engineers, Regulatory Division, Post Office Box 4970, Jacksonville, Florida 32232-0019.

_____ _____
(TRANSFEREE SIGNATURE) (DATE)

_____ _____
(Name - Printed) Lot/Block of site

_____
(Street Address)

_____
(City, State, and Zip Code)

Flood Plain Information:

This Department of the Army permit does not give absolute authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions. You should contact the local office in your area that issues building permits to determine if your site is located in a flood-prone or floodway area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program. If your local office cannot provide you the necessary information, you may request a flood hazard evaluation of the site by providing this office with a letter and a small scale map showing the location of the site. The request should be addressed to the **Chief, Flood Control and Floodplain Management Branch, Jacksonville District, U.S. Army Corps of Engineers, P.O. Box 4970, Jacksonville, Florida 32232-0019**. Phone inquiries may be made at 904-232-2515.

GENERAL CONDITIONS
33 CFR PART 320-330
PUBLISHED FR DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on **the date noted in the permit letter**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: McCann, Kevin	File Number: **SAJ-2021-01836**	Date:16 AUG 2022
Attached is:		See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

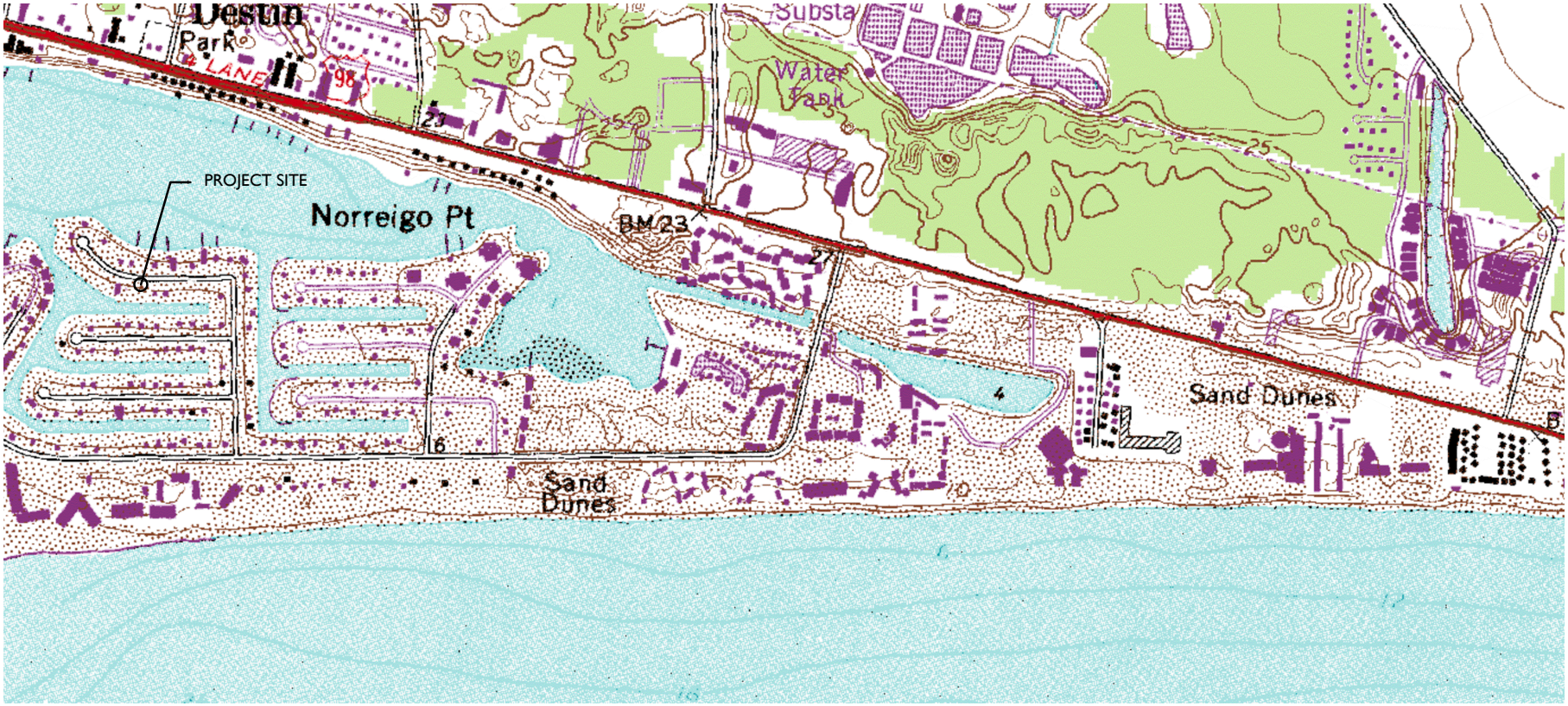
- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT		
REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)		
ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.		
POINT OF CONTACT FOR QUESTIONS OR INFORMATION:		
If you have questions regarding this decision you may contact: **Project Manager as noted in letter**	If you have questions regarding the appeal process you may contact: Phillip A. Shannin 404-562-5137	
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.		
_____ Signature of appellant or agent.	Date:	Telephone number:

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



PARCEL ID#
PID: 00-2S-24-2186-000F-0260
SITUS: 518 NORRIEGO ROAD
DESTIN, FL 32541
LAT: 30.387645
LONG: -86.496478

RECORD OWNER
HILL STEPHEN
PO BOX 5218
DESTIN, FL 32540

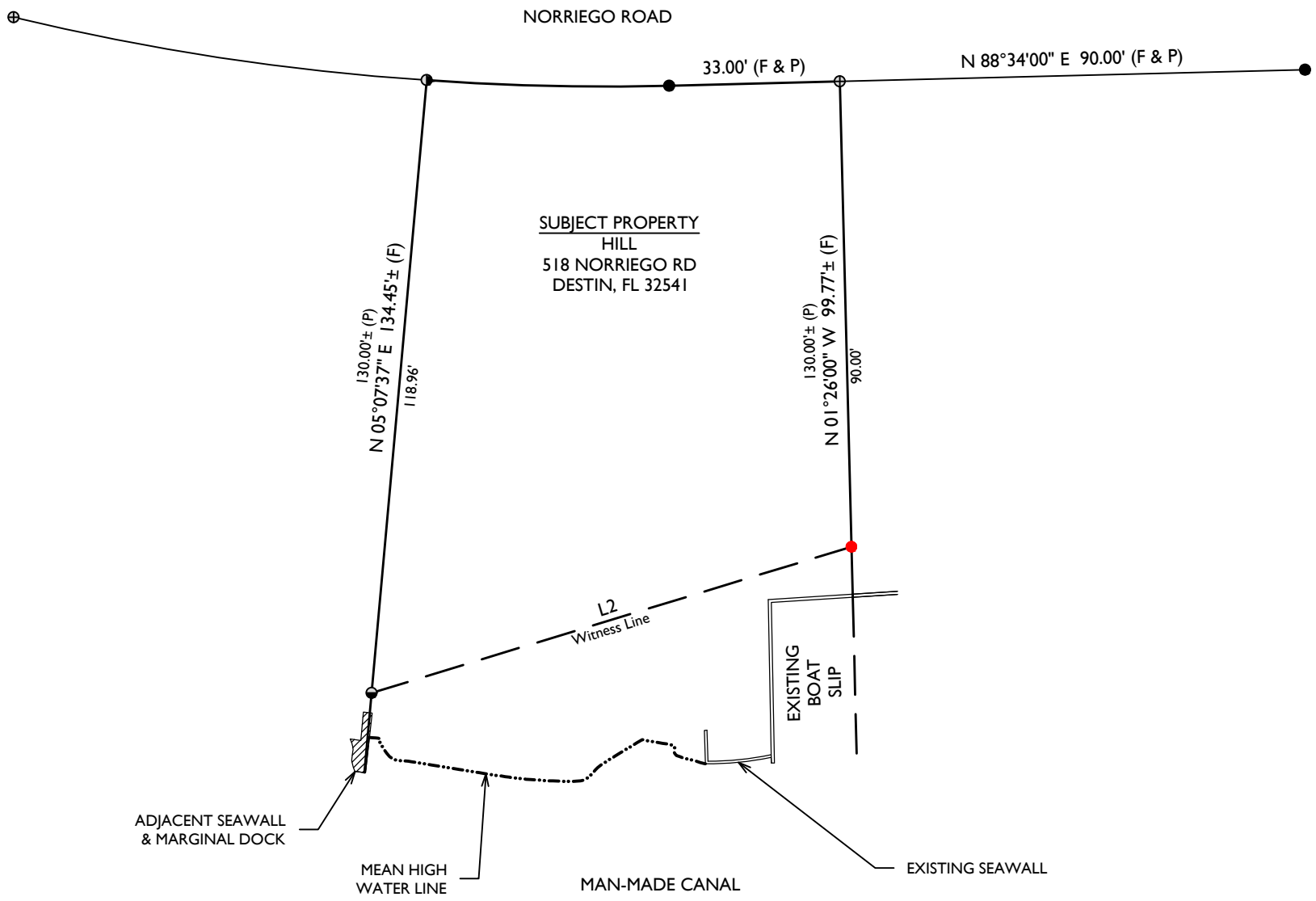
INDEX OF SHEETS

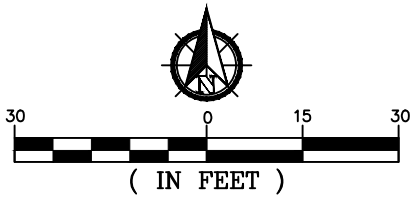
1- SITE LOCATION & SHEET INDEX
2-EXISTING SITE CONDITIONS
3-PLAN VIEW DEPICTED ONTO AERIAL
4-PLAN VIEW UPLAND CUT & SPOIL CELL
5-PLAN VIEW DREDGE CLOSE-UP
6-DREDGE/SPOIL CELL SECTION VIEW (TYPICAL)
7-SECTION VIEW (TYPICAL)

1200 0 600 1200
(IN FEET)

PROJECT NAME: 518 NORRIEGO ROAD, HILL	
SITE LOCATION & SHEET INDEX	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 1 OF 7	

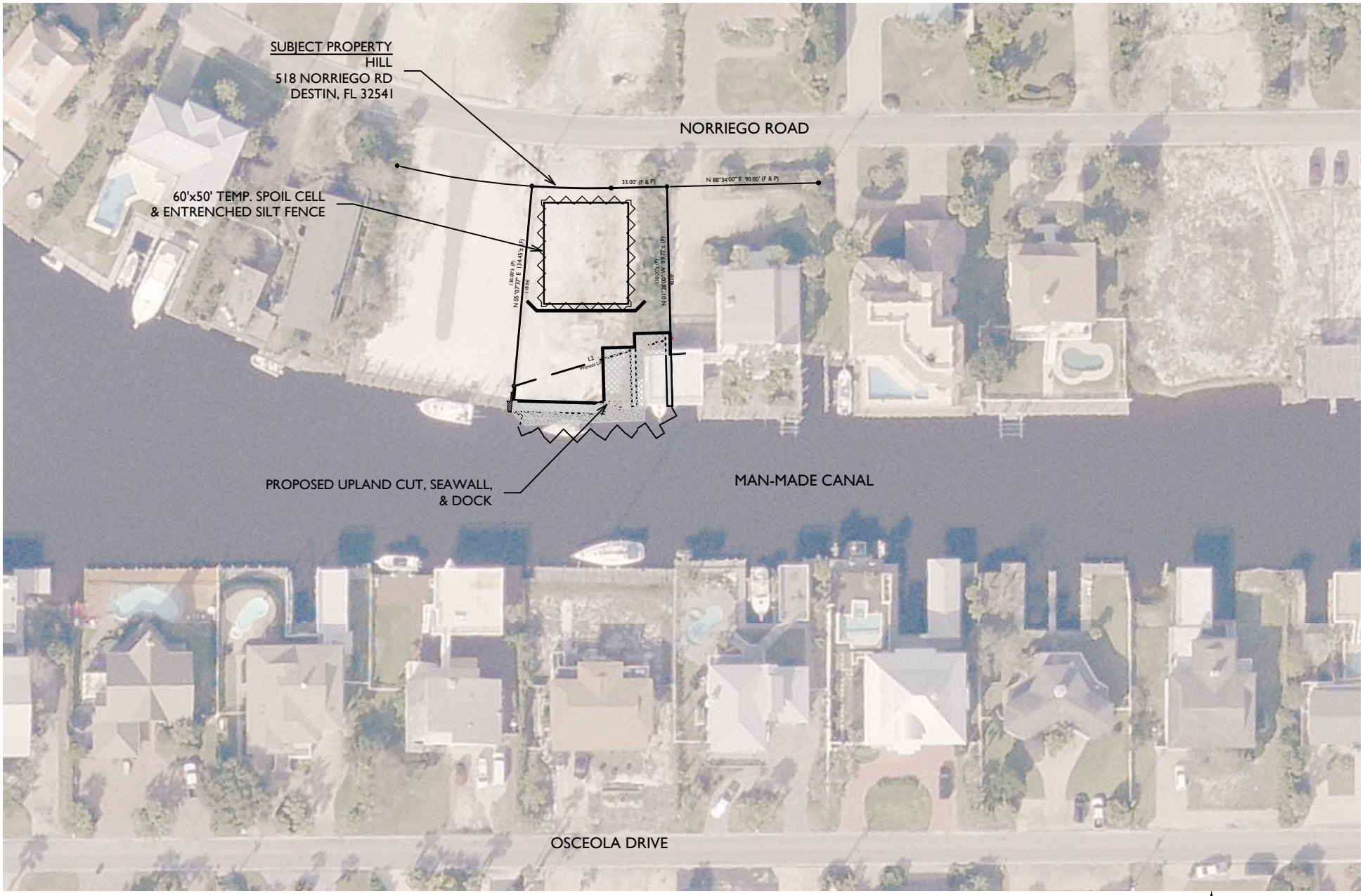
RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.





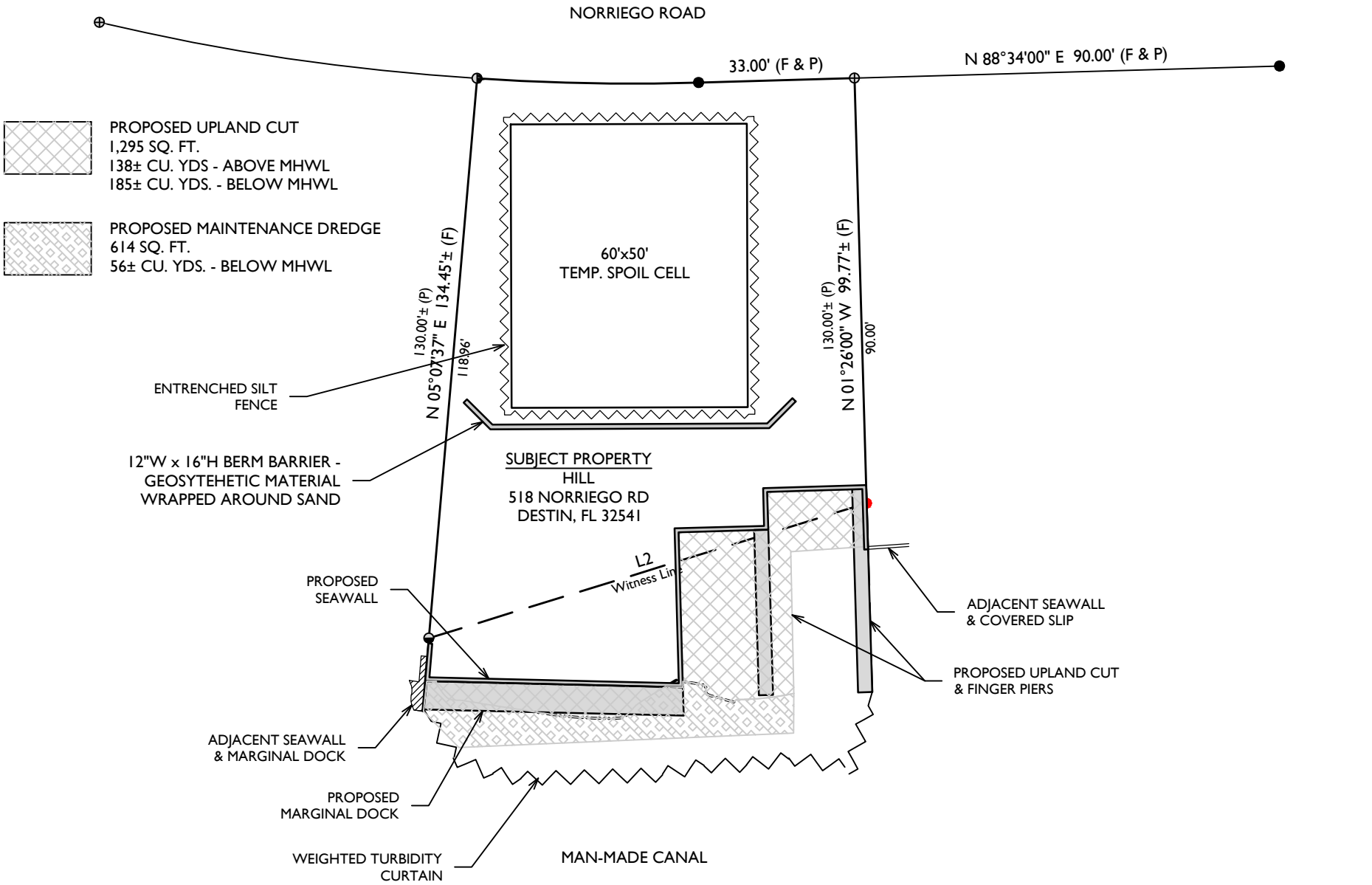
PROJECT NAME: 518 NORRIEGO ROAD, HILL	
EXISTING SITE CONDITIONS	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 2 OF 7	

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



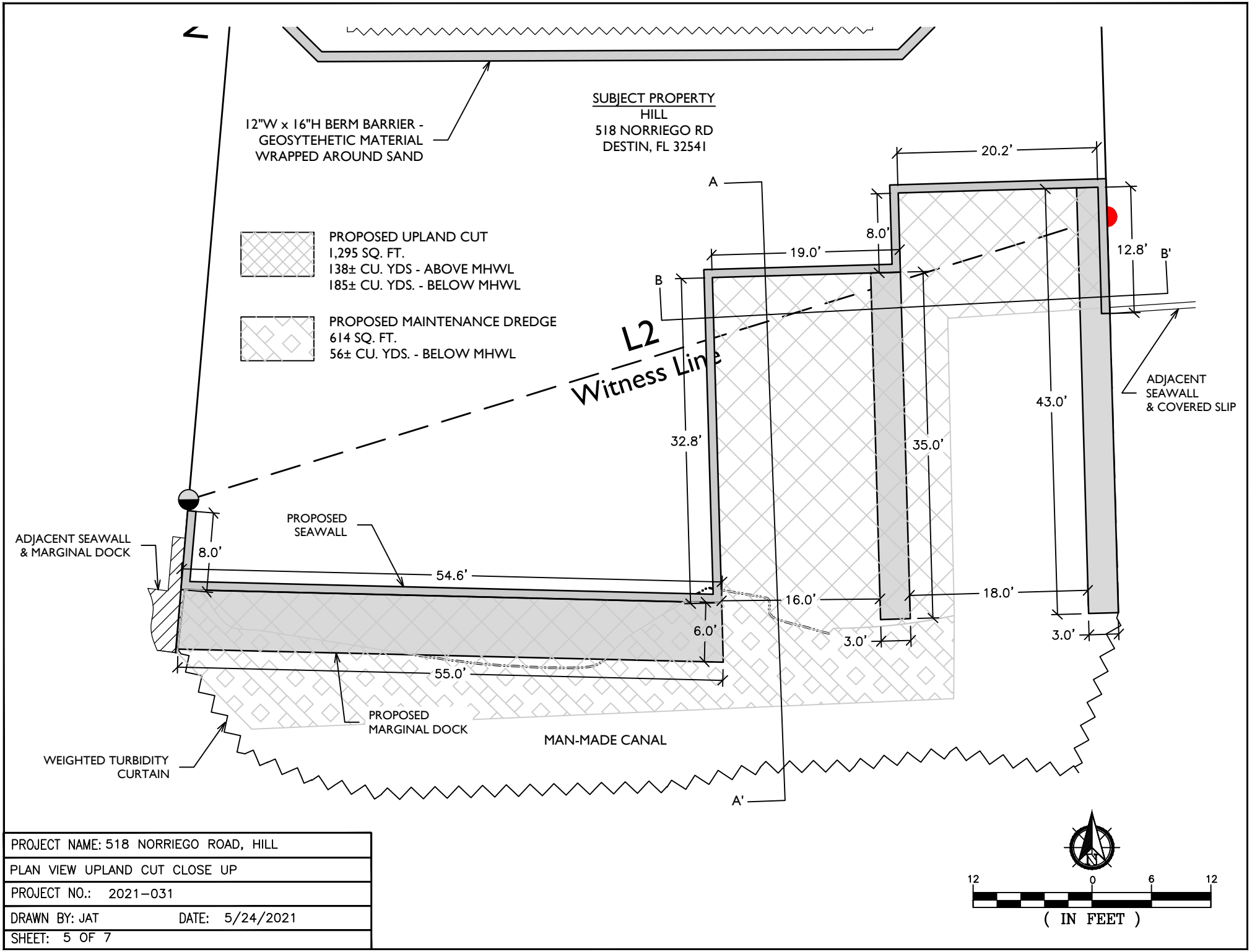
PROJECT NAME: 518 NORRIEGO ROAD, HILL	
PLAN VIEW DEPICTED ONTO AERIAL	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 3 OF 7	

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



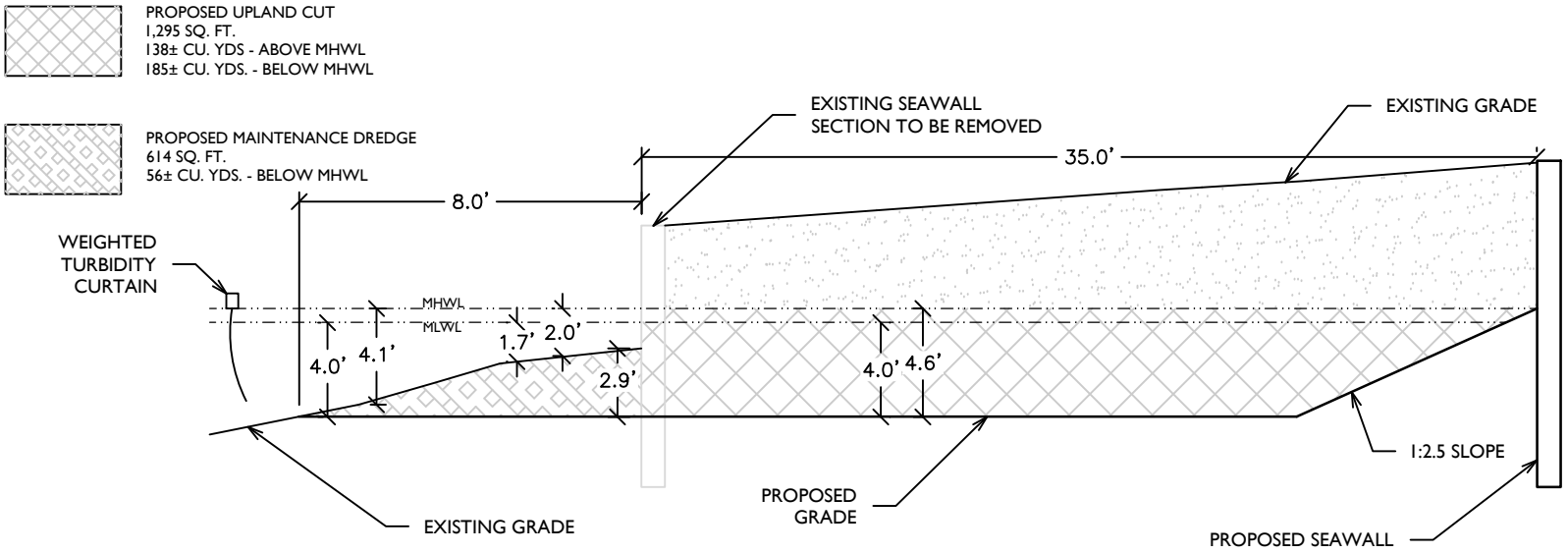
PROJECT NAME: 518 NORRIEGO ROAD, HILL	
PLAN VIEW UPLAND CUT	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 4 OF 7	

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.

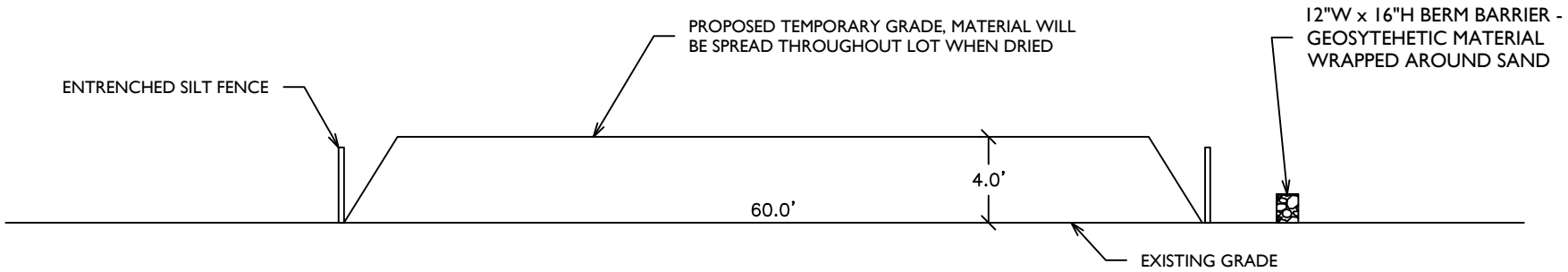


PROJECT NAME: 518 NORRIEGO ROAD, HILL	
PLAN VIEW UPLAND CUT CLOSE UP	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 5 OF 7	

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.

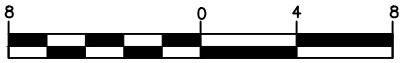


PROPOSED DREDGE SECTION A-A' TYP.



SPOIL CELL SECTION TYP.

PROJECT NAME: 518 NORRIEGO ROAD, HILL	
PROFILES (TYPICAL)	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 6 OF 7	

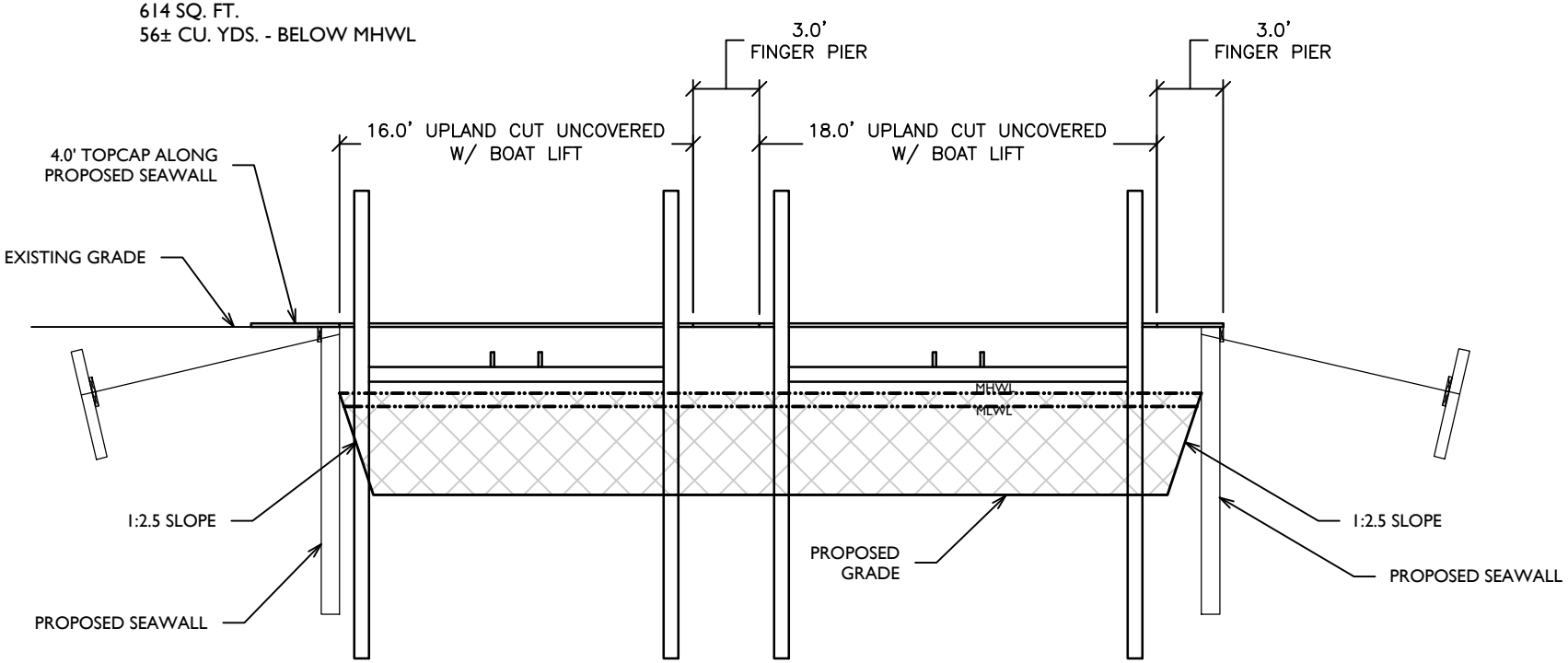


(IN FEET)

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.

PROPOSED UPLAND CUT
1,295 SQ. FT.
138± CU. YDS - ABOVE MHWL
185± CU. YDS. - BELOW MHWL

PROPOSED MAINTENANCE DREDGE
614 SQ. FT.
56± CU. YDS. - BELOW MHWL



PROPOSED DOCK/DREDGE SECTION B-B' TYP.

PROJECT NAME: 518 NORRIEGO ROAD, HILL	
PROFILES (TYPICAL)	
PROJECT NO.: 2021-031	
DRAWN BY: JAT	DATE: 5/24/2021
SHEET: 7 OF 7	

8 0 4 8
(IN FEET)

COMMENCEMENT NOTIFICATION

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

1. **Department of the Army Permit Number**: SAJ-2021-01836 (LP-SWA)

2. **Permittee Information**:

   Name: _____

   Email: _____

   Address: _____

   _____

   Phone: _____

3. **Construction Start Date**: _____

4. **Contact to Schedule Inspection**:

   Name: _____

   Email: _____

   Phone: _____

_____
Signature of Permittee

_____
Printed Name of Permittee

_____
Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15MB) ***or*** *by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number**: SAJ-2021-01836 (LP-SWA)

2. **Permittee Information**: Name: _____

   Email: _____

   Address: _____

   _____

   Phone: _____

3. **Date Authorized Work Started**: _____ **Completed**: _____

4. **Contact to Schedule Inspection**: Name: _____

   Email: _____

   Phone: _____

5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** _____

   _____

   _____

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

7. **Describe Mitigation completed (if applicable)**: _____

   _____

   _____

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

   _____

   _____

****

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

_____
Signature of Permittee

_____
Printed Name of Permittee

_____
Date

Dated 9/18/2019

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

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

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

ITEM # 2022-5721

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.I.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Rey Bailey, City Clerk

DATE: August 24, 2022

SUBJECT: Destin Youth Council Membership Appointment

I. BACKGROUND: The Destin City Council created a youth council to obtain a teen's perspective on how policies affect the youth in the community, and to provide Destin's youth with the opportunity to participate in the city's decision-making process through recommendations to the city council that address youth issues. At the August 15, 2022 city council meeting, the council appointed 11 students to the youth council.

II. DISCUSSION: The city council can appoint up to a maximum of 14 students to the Destin Youth Council. The city recently received another membership application.

A. Link to Strategic Goals / Objectives: Enhanced Quality of Life

B. Effect on Budget (EOB): No significant budgetary impact. The Clerk's Office provides staff support to the Destin Youth Council.

C. Level of Service (LOS): A maximum of 14 members can serve on the Destin Youth Council. A fully seated youth council is necessary in order to effectively procure the business for which it was established.

D. Legislative Sponsor: City Council

III. CONCLUSION: The city received a membership application from Briar Ramswell. Briar is a Destin High School student.

IV. RECOMMENDED MOTION: I move to appoint Briar Ramswell for membership to the Destin Youth Council.

Attachments:

1. Application - Briar Ramswell

ITEM # 2022-5721

MINUTES
EXECUTIVE SESSION
CITY COUNCIL
AUGUST 15, 2022
5:30 PM
CITY HALL ANNEX COUNCIL CHAMBERS

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

Council Present

Mayor Gary Jarvis (arrived: 5:50 PM)
Mayor Pro Tem Dewey Destin
Councilmember Kevin Schmidt
Councilmember Bobby Wagner
Councilmember Terésa Hebert
Councilmember Jim Bagby
Councilmember Rodney Braden
Councilmember Johnny King (arrived: 5:40 PM)

Staff Present

City Manager Lance Johnson
City Clerk Rey Bailey
City Attorney Kyle Bauman
Land Use Attorney Kimberly Kopp
Special Counsel William G. Warner

Others Present

Lacey Link, Court Reporter

CALL TO ORDER

1. EXECUTIVE ATTORNEY-CLIENT SESSION: Pursuant to Section 286.011(8), Florida Statutes, the City's Special Counsel will be seeking the advice of the City Council regarding settlement negotiations and/or strategy related to litigation expenditures concerning the pending litigation:

   ***Destin Fishing Fleet, Inc., v. City of Destin,* Okaloosa County Court Case No. 2019-CA-000425-F, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida**

Mayor Pro Tem Dewey Destin convened the meeting and announced that:

"This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Northwest Florida Daily News, on Thursday, August 11, 2022. .

The City Attorney Kyle Bauman states as follows:

"Pursuant to §286.011(8), Florida Statutes, at this time, I would like to request that we adjourn to executive session so that I, the attorney of record for the City of Destin in:

> ***Destin Fishing Fleet, Inc., v. City of Destin,* Okaloosa County Court Case No. 2019-CA-000425-F, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida**

may receive the Council's advice regarding the strategy to be used in this case and the type of expenses to be incurred."

The entire session would be recorded by a court reporter, the transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed today. A copy of the published notice of this executive session is hereby identified as Exhibit A and will be attached to the transcript of this executive session.

In addition to the Mayor and City Council members in attendance tonight the following persons will participate in the session:

Attorneys for the City: ***William G. Warner, Esq.***
Warner Law Firm, P.A.
519 Grace Avenue
Panama City, Florida 32401

Kimberly Romano Kopp, Esq., LEED AP
Romano Kopp Law, PA.
P.O. Box 445
Destin, Florida 32541-0445

Kyle S. Bauman, Esq.
Anchors Smith Grimsley
909 Mar Walt Drive, Ste. 1014
Fort Walton Beach, Florida 32547

City Manager ***Lance Johnson"***

"At this time will the Mayor and Council members in attendance please identify yourselves for the record?"

The following members of the city council each announced their presence:

Mayor Pro Tem Dewey Destin
Councilmember Kevin Schmidt

Councilmember Terésa Hebert
Councilmember Jim Bagby
Councilmember Bobby Wagner
Councilmember Rodney Braden

The City Attorney continued:

"I estimate that this executive session will take approximately 30 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the mayor will end the session."

Mayor Pro Tem Destin announced that:

"At this time, we will recess the public portion of tonight's meeting and convene the executive session.

Individuals whose names are not listed in the published notice left the room and the executive session convened.

Once the closed session ended and the City Clerk has returned, Mayor Jarvis states:

"We will now reconvene the public portion of this meeting and I will accept any motions from Council."

ADJOURNMENT:

Having no further business at this time, the mayor adjourned the meeting at 6:04 PM.

ADOPTED THIS 8TH DAY OF SEPTEMBER 2022
By:

_____

Gary Jarvis, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

MINUTES
BUDGET WORKSHOP
DESTIN CITY COUNCIL
AUGUST 11, 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 Gary Jarvis
Councilmember Kevin Schmidt
Councilmember Bobby Wagner (virtual)
Councilmember Terésa Hebert
Councilmember Dewey Destin
Councilmember Jim Bagby
Councilmember Rodney Braden
Councilmember Johnny King

City of Destin Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Parks & Recreation Director Lisa Firth
Public Works Director Michael Burgess
Grants/Projects Manager Jeffrey Cozadd
Community Development Director Louis Zunguze
Deputy City Manager Webb Warren
Code Compliance Director Kim Corbin
Public Information Manager Catherine Card
Finance Director Krystal Strickland
Library Director Wen Livingston
Land Use Attorney Kimberly Kopp

CALL TO ORDER

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

WORKSHOP

A. Fiscal Year 2023 Budget Workshop

City of Destin Finance Director Krystal Strickland provided 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

FY 2023 Budget Updates since Workshop #3

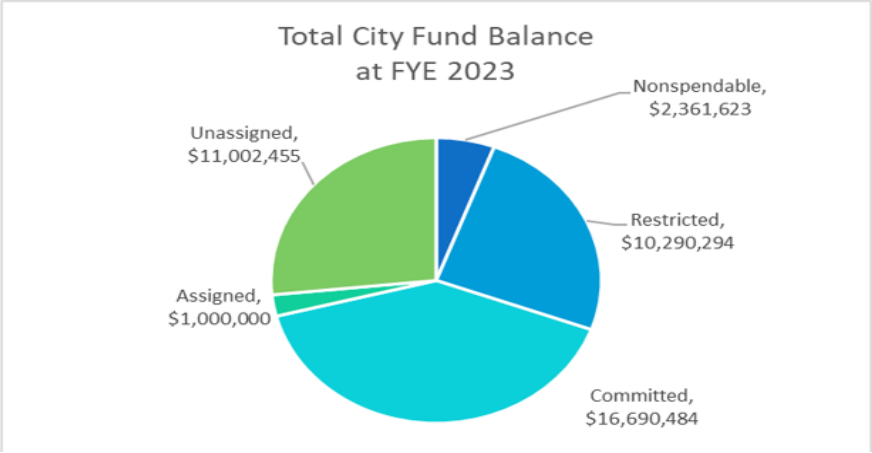
The following items decreased General Fund expenditures by $335,000:

1. Personnel COLA decreased from 8.53% down to 5% - General Fund decrease $213,000.
2. Marina Feasibility Study moved out of FY 2024 – General Fund decrease $75,000.
3. Personnel insurance adjusted to actual premiums and corrected employee responsible portion – General Fund decrease $41,000.
4. Adjusted certain revenues to match revisions opted by Florida Office of Economic & Demographic Research (Municipal Sharing, ½ Cent Sales) – General Fund revenue increase $36,000.
5. Increased stormwater contracts 32,000 for CBA NPDES - General Fund expenditure increase

Net change: Decreased usage of Fund Balance from $101,000 to adding $224,000 to fund balance.

Fund Balance

ALL FUNDS	Fund Balance Summary	2021 Actual	2022 Projection	2023 Budget	Change (FY23-FY22)
	Nonspendable	$ 2,561,841	$ 2,448,823	$ 2,361,623	$ (87,200)
	Restricted	$ 3,852,330	$ 4,488,563	$ 10,290,294	$ 5,801,730
	Committed	$ 14,739,794	$ 14,750,466	$ 16,690,484	$ 1,940,018
	Assigned	$ 1,282,070	$ 1,000,000	$ 1,000,000	$ -
	Unassigned	$ 11,079,881	$ 13,064,152	$ 11,002,455	$ (2,061,697)
	Ending Fund Balance	**$ 33,515,916**	**$ 35,752,005**	**$ 41,344,856**	**$ 5,592,851**



Fund Balance

ALL FUNDS	Fund Balance Summary	2021 Actual	2022 Projection	2023 Budget	Change (FY23-FY22)
01 Gen Fund	Nonspendable	$ 2,561,841	$ 2,448,823	$ 2,361,623	$ (87,200)
01 Gen Fund	Restricted	$ -			$ -
01 Gen Fund	Committed	$ 10,084,733	$ 8,806,652	$ 10,988,499	$ 2,181,847
01 Gen Fund	Assigned	$ 376,587	$ 1,000,000	$ 1,000,000	$ -
01 Gen Fund	Unassigned	$ 13,296,275	$ 14,783,948	$ 12,923,443	$ (1,860,505)
102 TC CRA	Unassigned	$ (2,216,394)	$ (1,719,796)	$ (1,920,988)	$ (201,192)
110 Harbor CRA	Restricted	$ 276,242	$ 393,691	$ 604,040	$ 210,349
111 Florida Bldg	Restricted	$ 310,750	$ 376,157	$ 245,658	$ (130,499)
122 Parking	Committed	$ -	$ 223,133	$ 84,077	$ (139,056)
125 Technology	Committed	$ 201,407	$ 338,420	$ 336,515	$ (1,905)
127 Water Quality	Restricted	$ -	$ -	$ 179,658	$ 179,658
129 Okaloosa 1/2	Committed	$ 3,408,363	$ 4,110,214	$ 5,242,216	$ 1,132,002
129 Okaloosa 1/2	Assigned	$ 171,098	$ -	$ -	$ -
2xx Debt Service	Restricted	$ 339,200	$ 339,819	$ 340,244	$ 425
300 Renew/Replace	Committed	$ 1,045,291	$ 1,272,048	$ 39,177	$ (1,232,870)
300 Renew/Replace	Assigned	$ 357,670	$ -	$ -	$ -
305 Grants & CIP	Restricted	$ -	$ -	$ -	$ -
315 Restricted CIP	Restricted	$ 2,926,138	$ 3,378,897	$ 8,920,693	$ 5,541,796
315 Restricted CIP	Assigned	$ 376,715	$ -	$ -	$ -
	Ending Fund Balance	**$ 33,515,916**	**$ 35,752,005**	**$ 41,344,856**	**$ 5,592,851**

General Fund Balance

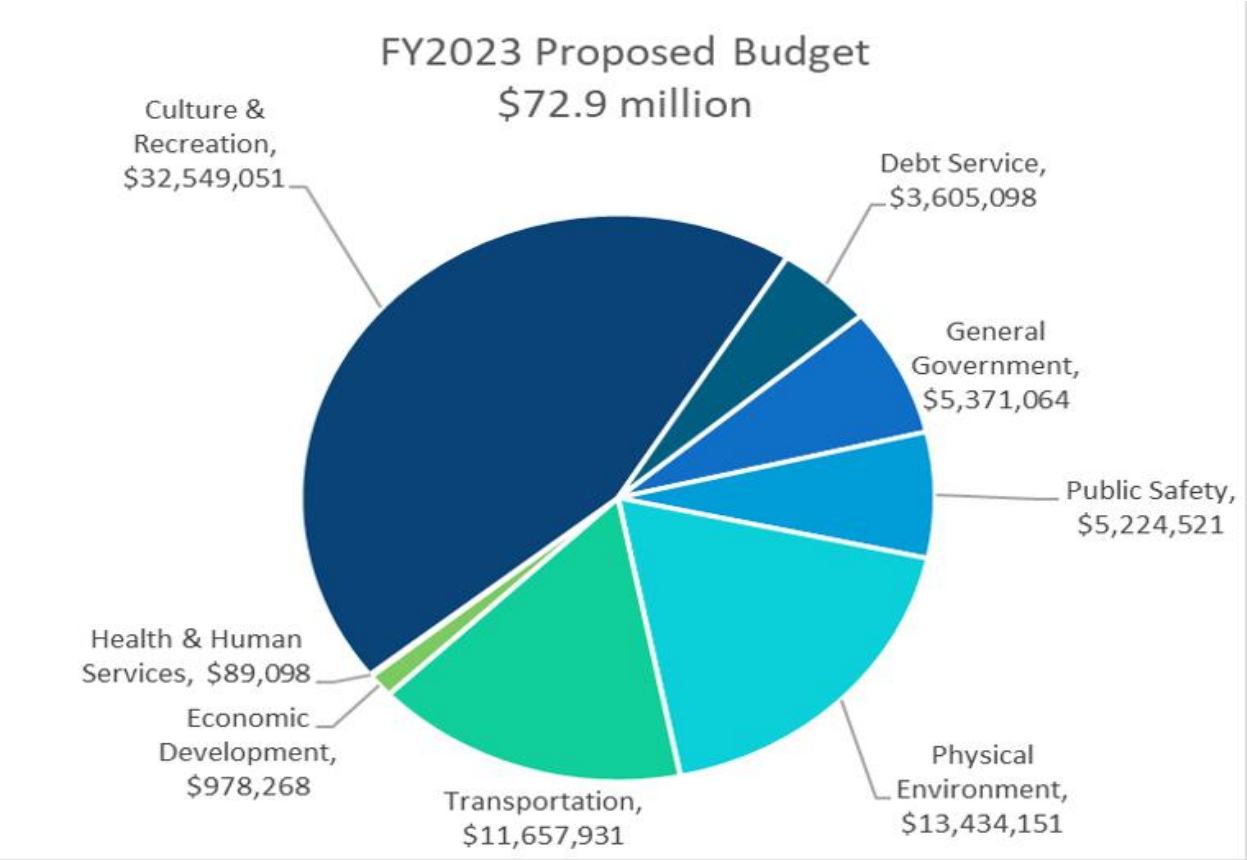
	Fund Balance Summary 01 General Fund	2021 Actual	2022 Projection	2023 Budget	Change (FY23-FY22)
01 Gen Fund	Nonspendable	$ 2,561,841	$ 2,448,823	$ 2,361,623	$ (87,200)
01 Gen Fund	Restricted	$ -			$ -
01 Gen Fund	Committed	$ 10,084,733	$ 8,806,652	$ 10,988,499	$ 2,181,847
01 Gen Fund	Assigned	$ 376,587	$ 1,000,000	$ 1,000,000	$ -
01 Gen Fund	Unassigned	$ 13,296,275	$ 14,783,948	$ 12,923,443	$ (1,860,505)
	Ending Fund Balance	**$ 26,319,436**	**$ 27,039,423**	**$ 27,273,565**	**$ 234,142**

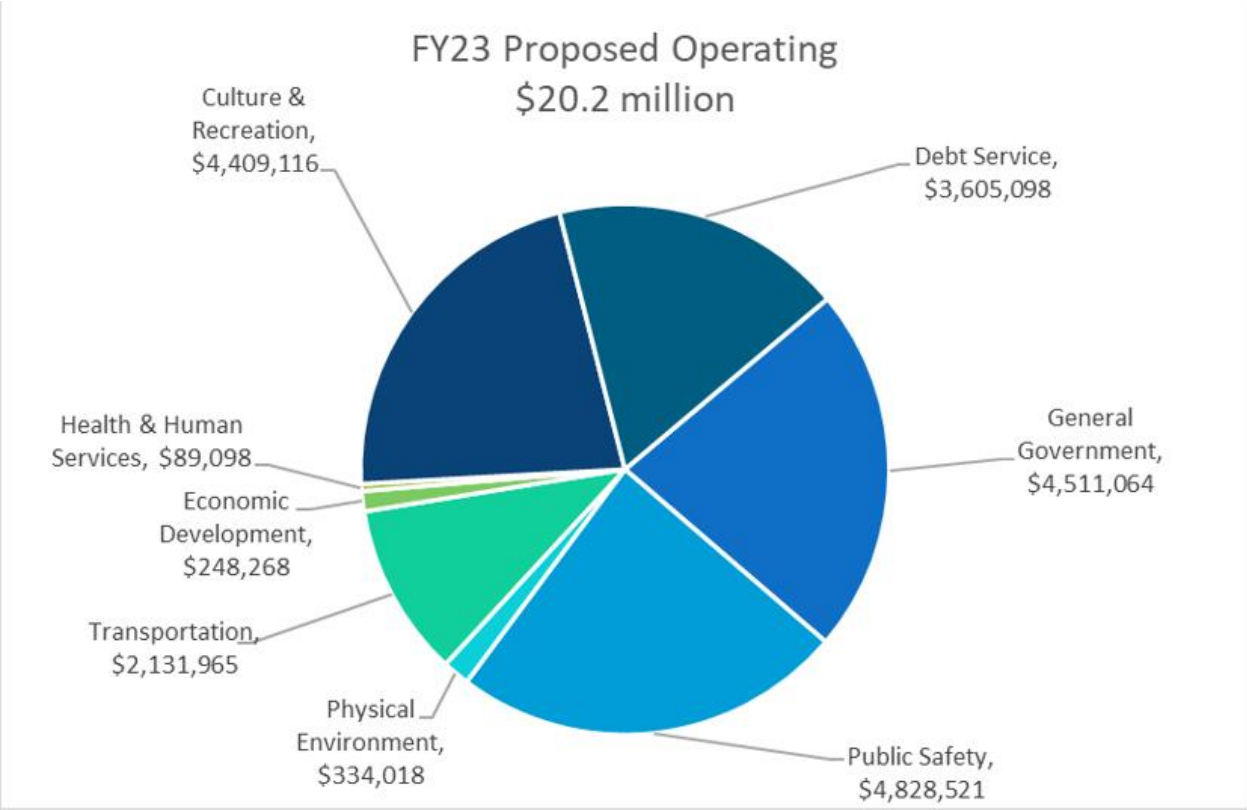
- Committed fund balance increases as Operating expenses increase
- Unassigned may become committed when RR Study is complete

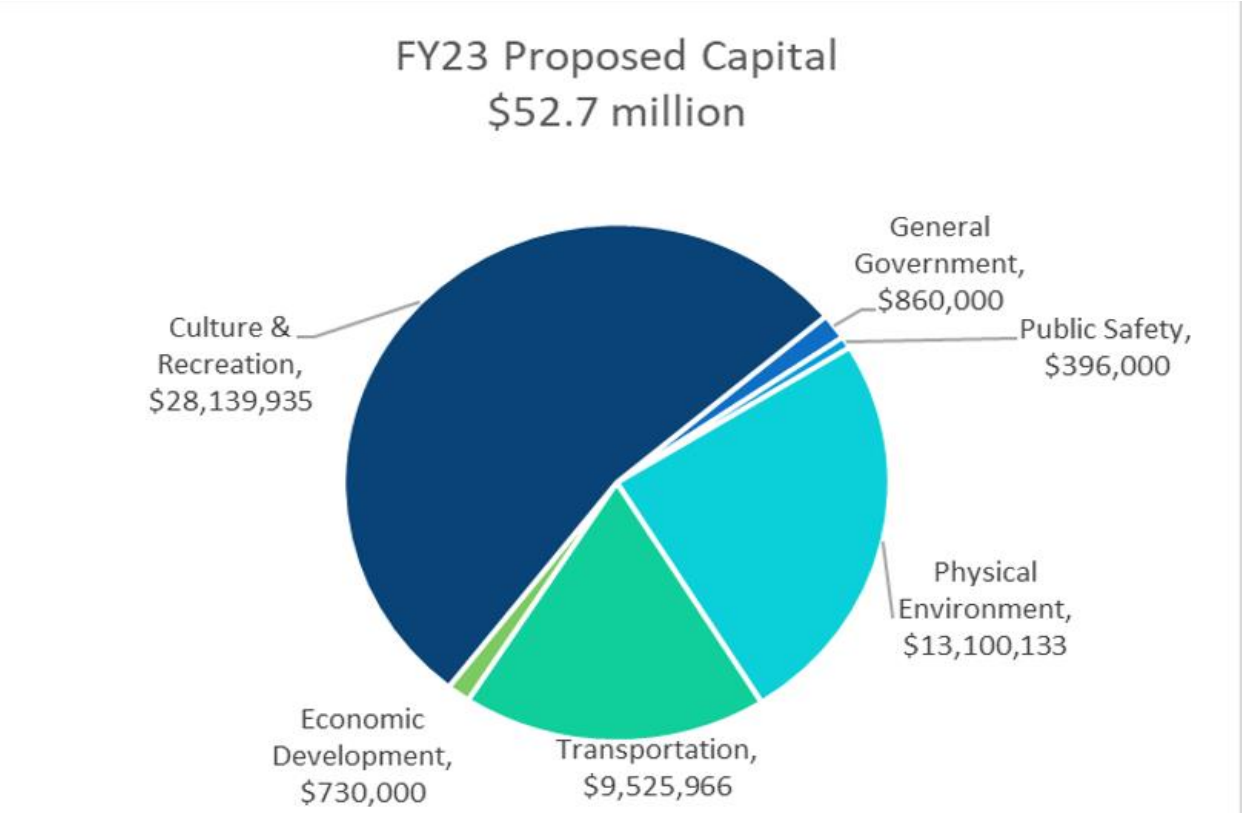
Effecting Unassigned General Fund Balance

INCREASE	DECREASE
Receive Unanticipated Revenue • Lien Payoff $282,000	Commit Funds with a Motion or Resolution • Parking Fund • Building Fund
Unfilled positions • FY22 Budget $6,694,190 FY22 Projected $5,757,501 Increase = $936,689	Lower than expected Revenue Higher than expected Expenditures (requires budget amendment)

Most Capital Projects are paid from Restricted or Committed Funds, and if underspent, the balance stays in that Restricted or Committed Fund to apply towards another similar Capital Project.


FY2023 Proposed Budget
$72.9 million
Culture & Recreation, $32,549,051
Debt Service, $3,605,098
General Government, $5,371,064
Public Safety, $5,224,521
Physical Environment, $13,434,151
Transportation, $11,657,931
Economic Development, $978,268
Health & Human Services, $89,098


FY23 Proposed Operating
$20.2 million
Culture & Recreation, $4,409,116
Debt Service, $3,605,098
General Government, $4,511,064
Public Safety, $4,828,521
Physical Environment, $334,018
Transportation, $2,131,965
Economic Development, $248,268
Health & Human Services, $89,098



General Fund Operating Expenditures

GENERAL FUND DETAILS			FORECAST	
DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	FY 2023	FY 2024
TOTAL GENERAL GOVERNMENT	*3,326,395*	*4,347,731*	*4,361,064*	*4,466,870*
TOTAL PUBLIC SAFETY	*2,996,101*	*3,251,454*	*3,533,942*	*3,641,340*
TOTAL PHYSICAL ENVIRONMENT	*142,017*	*199,073*	*313,018*	*323,010*
TOTAL TRANSPORTATION	*1,663,328*	*1,849,128*	*2,046,065*	*2,111,220*
TOTAL ECONOMIC DEVELOPMENT	*13,209*	*14,200*	*14,500*	*14,650*
TOTAL HEALTH AND HUMAN SVCS	*64,531*	*101,254*	*89,098*	*89,140*
TOTAL CULTURE AND RECREATION	*2,943,335*	*3,724,508*	*4,409,116*	*4,557,410*
TOTAL DEBT SERVICE	*4,243,603*	*80,916*	*22,644*	*23,223*
TOTAL OPERATING EXPENDITURE	15,392,518	13,568,264	14,789,447	15,226,863
NET OPERATING (REV-EXP)	8,360,254	2,665,221	3,544,520	4,023,448

General Fund Expenditures

	FY 2021 ACTUALS	FY 2022 BUDGETED	FY2023 PROPOSED	FY2024 PROJECTED	% Change 22 vs 23
Salaries	3,938,276	5,101,250	5,677,510	5,902,150	11%
Benefits	1,421,705	1,624,440	2,083,174	2,143,650	28%
Contracts	3,690,523	4,195,544	4,065,575	4,172,990	-3%
Operations	2,057,829	2,388,919	2,812,544	2,856,600	18%
Other/Contr/Debt	4,284,185	258,111	150,644	151,473	-42%
Total GF Expenditures	**15,392,518**	**13,568,264**	**14,789,447**	**15,226,863**	

Personnel Costs are projected to be 34% higher in FY23 due to: Compensation study increases

- 5% COLA
- Plan to fill 21 vacancies
- Health Insurance assumed to increase 23%
- Addition of 2 new FT + 2 PT interns

Personnel: 99 FT & 29 PT

- 5% Cost of Living*
- 2% Merit
- Health Insurance increase 23%
- Stormwater Mgmt Position to be covered internally
- FY23 New Positions ($160K Sals + $97k Bens=$257k)
  - 2 FT wishlist Budgeted: Jr. Engineer; Stormwater Maint Tech
  - 2 PT wishlist Budgeted: Finance Intern & PIO Intern (max 29 hours/week x 16 weeks/year)
  - 2 FT wishlist NOT budgeted: Facilities and Parks Maint Techs
- Currently recruiting to fill 11 FT and 10 PT vacancies

**COLA Policy = June/June CPI = 9.02%*

Cost of Living (COLA)

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296	296.311							288.347	

8.54% March 22 vs March 21 CPI

8.26% April 22 vs April 21 CPI

8.58% May 22 vs May 21 CPI

9.06% June 22 vs June 21 CPI policy is June

17

DISCUSSIONS:

The Deputy City Manager provided the following updates on staffing as of August 11, 2022:

- 11 full-time vacancies
- 3 part-time vacancies
- The city currently has an interim HR Manager. Full time HR Manager has resigned.
    - Actively interviewing for permanent HR Manager position.

Councilmember Bagby noted that aside from senior managers, 79 members of staff received salary increases in April this year as a result of the wage study. The average increase was 18.6 percent with the highest increase being 46 percent. He stated that the CPI index from

April to June 2022 shows a 2.49 percent increase in inflation. He agreed the staff should still receive a COLA increase but not at 5 percent. He could support an increase of no more than 3 percent, maybe adding a little for those who did not receive a raise in April, plus up to 2 percent for merit. He added that a 5 percent COLA increase on top of an average 18.6 percent salary increase most staff members already received does not make financial sense. The merit component is important because it reinforces good behavior and extinguishes bad behavior.

Councilmember Hebert stated that the City of Destin is struggling to keep the staff they already have and fill their vacant position. The big pay raise they received in April just matched the pay raise they should have already received and it took a wage study to be able to do so. She stated that a 5 percent COLA raise is fair, and that she would even support something even higher or that would match the inflation rate. She added that most people do not live in Destin and it costs a lot of money to drive to Destin with the price of gas being so high.

According to Councilmember Braden, he feels that staff has been shortchanged for many years and, and that they finally received the salary raise they deserve. Now they are going to set them back by not giving them the appropriate COLA increase. They still have 11 full time positions that remain unfilled and they need to stay competitive to fill those positions. He added that he would support a 5 percent COLA increase.

Councilmember Schmidt stated that they conducted the wage study and brought most members of staff to the salary level that they deserve. Most of the people they have interviewed to fill some of the high level jobs have declined to take the job offers because they wanted more money. He continued they have to be more competitive than they have been in the past by continuing to push for a higher salary. They need to keep the people they have and attract others to work in Destin.

Councilmember Destin stated that though he sees both sides of the argument about COLA, the city just do not have enough money. At some point they would need to come to a conclusion on what they can afford. In light of the increases they gave staff earlier this year, he is leaning towards Councilmember Bagby's position to cut back on the COLA as most of their other expenses are going back pretty dramatically and they are required to have a balanced budget. He may even recommend waiting to fill some of the vacant positions until next spring in order to have a substantial amount of reserve or protection in their budget against the unforseen things that may be happening in their economy.

The mayor asked the Finance Director whether the salary figures that are being shown on the slides are already funded in their budget.

The Finance Director replied affirmatively, adding that with the salary being funded and funding all their capital projects, they are still adding $200,000 to the fund balance for next year. Also, this year she is projecting that they are adding $2 million to their fund balance this year because of the positions that have remained vacant for most of this year as well as the project that they were not able to complete by not having enough staff.

The mayor expressed that it does not seem to put the city in a dangerous position to accomplish the personnel aspects of their budget.

Councilmember Bagby stated he has always been a big staff supporter and has fought to help staff, but the reality of it is that the salary increase this year has probably contributed to filling a lot of their vacant positions because they are paying a competitive salary. Their vacant positions several months ago seem to be about three times the amount they have now. He added that the benefits cost almost 40 percent of the salaries. He added that he feels comfortable they are offering competitive salaries and definitely offering competitive benefits. He also added they need to be fair to the citizens by being good stewards of their money.

Councilmember Wagner recommends switching the two percentiles and having a larger percentage rate for merit than COLA. He inquired as to the percentage of staff that gets the current maximum 2 percent merit raise.

According to the City Manager, a large percentage of the staff gets the 2 percent merit raise.

Councilmember Bagby noted there have been years when merit was higher than the COLA.

General Fund Available for Capital Investment

	FY2023@1.6150	
FY23 Net Increase to Fund Balance	$ 1,941,167	(before CIP)

Estimated Fund Balance at 09/30/2023 BEFORE CIP	
@1.6150 Millage Rate	
	General Fund
Fund balances:	
Nonspendable	2,361,624
Restricted	-
Committed (reserves)	10,988,499
Assigned	1,000,000
Unassigned	12,923,443
Total fund balances (deficit	**27,273,566**

General Funds
Invested in FY23 Capital Budget

PROJECT	FY 2023 Gen Fund $'s	FY 2023 Other	Notes
ANNEXATION STUDY CAPITAL PROJ	10,000		
HURRICANE RESPONSE	100,000		Usually 75% reimbursed by FEMA
NETWORK INFRA/SERVERS	45,000	105,000	Tech Fund contribution
SOFTWARE: ASSET MGMT; CIVIC CLRK	65,000		
~~CITY MARINA~~			moved to FY 2024
PICKLEBALL COURTS	400,000		6-10 courts, lighting, parking
CLEMENT TAYLOR PARK RENO	35,000	729,918	RESTORE grant
RENEWAL & REPLACEMENT PROGRAM	1,052,025	1,307,193	FY 2022 RR Fund Balance
TOTAL GF FOR CAPITAL IMPROVEMENTS	**1,707,025**	**2,142,111**	

FY23 Net Increase to Fund Balance	$	1,941,167	(before CIP)
Balance Available to Invest	$	234,142	

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:25 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk__

MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 1, 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 Terésa Hebert
Councilmember Dewey Destin
Councilmember Bobby Wagner
Councilmember Rodney Braden
Councilmember Kevin Schmidt

Destin City Staff
Deputy City Manager Webb Warren (virtual)
City Clerk Rey Bailey
Community Development Director Louis Zunguze
Engineering Assistant Joe Bodi
Senior Planner Daniel Butler
Code Compliance Director Susan Corbin
Finance Director Krystal Strickland
Interim HR Manager Karen Jankowski
Land Use Attorney Kim Kopp
Public Works Director Michael Burgess
Public Info Mgr. Catherine Card
Library Director Wen Livingston
Deputy Parks & Rec Director Ryan Reed
Principal Planner Steve O'Connor
Parks/Recreation Director Lisa Firth
Grants/Project Manager Jeffrey Cozadd
City Attorney Kyle Baumann

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

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

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

2. PUBLIC COMMENTS

Ms. Lisa Mason, a Destin resident, and Holiday Isle Improvements Association (HIIA) Board President expressed her concern about the many liveaboard vessels docked on the harbor. She reported that many of these vessels have been moored there for quite a while and well

beyond 30 days. Many are questioning where the waste from these vessels is going. There has been an advisory put out recently about the poor water quality in the harbor. She continued that one of the boats has sunk which is a safety issue because there is nothing in place to identify it. There is also a vendor vessel with 4 pontoon boats that is docked out there that is very precarious. They are worried it could sink in the first storm they get. There is also a huge boat with a for sale sign that is taking up a lot of space in the harbor. They have made navigation in and around that area very risky.

Ms. Mason also reported having a lot of unpermitted constructions going on in Holiday Isle; and that they are working very hard to identify them and report them to the proper authority. However, they do not feel there are enough inspections being conducted by the city. There seem to be lot of unpermitted facilities that are being built. She continued they have also identified and reported about 20 non-registered short-term rentals to the city. These houses are not abiding by the city's short-term rental rules and regulations.

Also, according to Ms. Mason, the Norriego Point Park parking is developing into a very dangerous situation. There are peak hours when there are vehicles backed up and blocking residents of East Pass Towers. They are being forced to drive on the wrong side of the road to get into their condominiums. The Sheriff's Department has been called upon to help alleviate the situation, but the problem still persists. She added that residents have been contacting her as the HIIA Board President. They are worried that emergency vehicles will have difficulty getting around those vehicles and not able to respond to an emergency on time.

The mayor noted they have to deal with maritime law in the State of Florida with regards to a sunken vessel. All they could do as a city is to report it to the Florida Fish and Wildlife Commission (FFWC) and the US Coast Guard. The FFWC has the burden of declaring it a derelict vessel. They have to give the owner a certain amount of time to salvage the vessel before they can act on it. The mayor asks the city staff to report the location of the sunken vessel to FFWC so they can follow protocols for the removal of the vessel.

Councilmember Destin recommends the city takes the initiative of marking the location of the sunken vessel in the interim, such as placement of a buoy, rather than waiting for FFWC to act which could take a while. He also noted that Mr. Alex Fogg of Okaloosa County has been spearheading the removal of derelict vessels with the State of Florida.

The Deputy City Manager reported that staff has been in contact with Mr. Fogg of Okaloosa County regarding this issue, and that the county has been going through the process. He added that the city will take the necessary measures to help remedy the situation on an interim basis.

Councilmember Hebert requests the city also takes the necessary action to report the nearly sunken and abandoned vessel with 4 pontoon boats as reported by the previous speaker. She will send the information to staff so they can report it to the county or FFWC.

Next, Ms. Marcie Bell, a Destin resident, inquired whether the harbor pump is working since the water quality in the harbor has been poor.

According to Public Works Director Michael Burgess, they had encountered a minor problem with the harbor pump, but they have been able to fix that problem and the pump is back running at its normal schedule.

3. CONSENT AGENDA

A. Resolution 22-11 - Destin Library Meeting Room Policy
B. Approval of minutes of June 28, 2022 City Council Workshop
C. Approval of minutes of July 11, 2022 Council Executive Session
D. Approval of minutes of July 14, 2022 Council Budget Workshop
E. Draft Minutes of Board & Committees

Motion by Councilmember Hebert to approve Consent Agenda items 3A thru 3E, as printed above, was seconded by Councilmember Schmidt and passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember King was absent from the meeting).

4. CITY MANAGER REPORTS

A. Establishing the FY2023 Tentative Millage Rate and Budget Public Hearing Dates

Finance Director Krystal Strickland requests that the council sets the FY 2023 tentative millage rate for ad valorem at 1.6150 mills which is more than the roll-back rate of 1.4391 mills and confirm the dates and times for the budget as follows:

- Regular City Council Meeting, Thursday, September 8, 2022, at 5:30 PM
- Regular City Council Meeting, Monday, September 19, 2022 at 6:00 PM

She also noted that the proposed budget is being developed based upon retaining a millage rate of 1.6150 mills which incorporates increased operating costs due to inflation and high priority capital projects and infrastructure renewal. The funds generated from the tax increase will go to support personnel costs which have increased over 30%. Both labor and health insurance costs have increased over 30%. The remaining funds not expended on operations have been programmed as matching funds towards capital project grants and towards high priority capital projects.

Councilmember Bagby moved to set the tentative millage rate for ad valorem taxes at 1.6150 mills which is 12.22% more than the roll-back rate of 1.4391 mills and confirm the date and times of the public hearings for the FY 2023 Budget on September 8, 2022 at 5:30 PM and September 19, 2022 at 6:00 PM. Councilmember Hebert provided a second on the motion, which passes 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember King was absent from the meeting).

B. Capital Project Management provider recommendation

Grants/Project Manager Jeff Cozadd stated that the city seeks to add a continuing service contractor for Capital Project Management services. The services to be provided include, but are

not limited to, pre-design and design services, management of construction, management of post-construction activity, and program management. An RFQ was advertised in May 2022 and a single response from Matrix Design Group, Inc. was received. The city's bid committee members unanimously voted to recommend Matrix to the council. The city is presently working with Matrix on the facility condition assessment project. Although the project is not complete, staff report favorable experiences with both the Matrix staff and the initial quality of their work.

Councilmember Hebert moved to direct the City Manager and City Attorney to negotiate with Matrix Design Group, Inc. for Capital Project Management services and report back to the council with a contract to consider; seconded by Councilmember Wagner.

Councilmember Destin stated that being the original sponsor of this initiative, he wanted to make sure this follows the same concept they have previously discussed.

Mr. Cozadd replied affirmatively.

The City Attorney clarified it was modeled after the RFQ released by the Okaloosa County School District, with which Councilmember Destin has previously reviewed and worked with staff.

According to Councilmember Bagby, it was his understanding they were looking for a construction manager based on their experience with the Capt. Royal Melvin Park, and that he does not think it is exactly what they have with the Matrix Design Group. He continued that they have continuing services contracts and engineering firms that are already providing this service for the city. No single individual from the Matrix Team can be at the job site on a day-to-day basis. The closest one is stationed in Colorado.

Mr. Cozadd noted he has been informed by the Matrix Service Manager that they have local assets such as registered architects, a licensed general contractor, and several professional engineers that all have construction manager experience and qualified to perform that task.

Councilmember Schmidt asked whether Matrix will be able to handle the Calhoun Park project which is scheduled to resume a few months from now.

Mr. Cozadd replied affirmatively, adding they would need to establish a contract with the company and identified a scope of work. He added that the company should be able to manage the entire process including the bidding, finalization of the RFP, and construction closeout.

Councilmember Braden echoed Councilmember Bagby's sentiments stating he does not think this is exactly what they have previously discussed.

The City Attorney stated that if the motion is approved, he and staff would be happy to work with Matrix and see if construction management service is something they would be able to provide.

Councilmember Bagby requests staff obtain the following information during their negotiation with Matrix and report back to council:

- Names of the project managers and their background and certifications
- Names of the construction managers and their background and certifications

Councilmember Bagby would also like to know how staff intends to deconflict this contract with their existing continuing services contracts with other firms.

Mr. Mike Buckingham informed the council he has been asked whether he will be interested in being the project manager on the Destin Crosstown Connect project and that he stated he would be willing to discuss it. He also stated there are local contractors with plenty of staff that would love the opportunity to work with the city for a much smaller fee.

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

C. Medical & Ancillary Benefit Renewals

The Deputy City Manager and Mr. David Barton and Mr, Mike Carroway from Acentria Insurance provided the following information:

- Employee ancillary benefits (dental, vision, disability, indemnity, and life) are provided by Guardian Insurance.
  - Rate increase for dental, vision, disability, hospital indemnity, and life are zero.
  - Staff recommends renewal of these benefits with Guardian.
- Employee health benefits have been provided by United Health Care.
  - United Health Care presented a 34% renewal quote. The city's insurance brokers negotiated it down to 28%.
    - Aetna is non-competitive to the United Health Care quote
    - Florida League of Cities has declined to provide quote
    - <u>Florida Blue is 5% below United Health Care renewal quote. Florida Blue 03769 plan offer provides:</u>
      - Premium increase of 23%
      - No significant design changes
      - One-month premium deduction ($95,000)
      - Overall savings for employees
      - Most similar to current UHC PPO plan
  - After careful review and coordination within the organization and discussion, staff recommends switching coverage to Florida Blue 03769 plan and its companion Health Savings Account Plan as the best option for renewal. The potential effect on FY2023 budget is $213,000 ((less one-month premium deduction of $95,000.

Councilmember Hebert moved to authorize the City Manager to renew existing ancillary benefits with Guardian and to accept Florida Blue's proposal of PPQ Plan 03769, with its companion Health Savings Account Plan to be effective September 1, 2022; seconded by Councilmember Schmidt. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember King was absent from the meeting).

D. Cross Town Connector- Stormwater Update

Community Development Director Louis Zunguze explained that during the July 11, 2022 city council meeting, the city council directed staff to obtain costs associated with the redesign of an underground retention system for the Destin Cross Town Connector project, instead of an above ground system. The Atkins Consultants have provided design parameters and costs, scopes of work and schedules to underground one or both retention areas and have provided associated scopes of work and proposals for the two options.

Mr. James Park, Senior Engineer, and Ms. Nikki Rowe, Drainage Engineer, Atkins Engineering, presented the following information:

Atkins Q&A

1. At what level of rework (60% or 90%) will the redesign mean?
   Rework will include a redesign of the 90% plans to show the revised drainage design. 90% plans will be resubmitted 60 days following NTP.
2. Explain the difference in retention from four lanes to two lanes and why the ponds are as large as they are.
   The ponds in the previous 4-lane project design were not only larger in overall area/size, but they had steeper side slopes (3:1 vs 4:1) which allowed them to retain more runoff but required them to be fenced from public access for safety. The current pond volumes are dictated by the NWFWMD criteria for water quality and volume for a closed basin retention pond while maintaining required freeboard. There is little excess volume available in the Pond 1 since the freeboard requirement is marginally met. Pond 2 has a small amount of excess volume which could be utilized by future improvement projects in the area.
3. Are the design percolation rates conservative?
   The values used for the soil permeability rates for the pond recovery analysis are based on the geotechnical borings and lab analysis. The NWFWMD criteria requires a 1.5 factor of safety be used to account for siltation which occurs in retention ponds. There is no additional safety margin other than that required by the WMD criteria for permitting and the geotechnical engineer's recommendations.
4. Explain the reason for the drainage basin being larger than the project.
   There is offsite area which currently drains to the proposed R/W that is shown in the basin map. State drainage law requires that the existing drainage patterns be maintained and accommodated so that the proposed project does not cause adverse impacts. In addition, curb and gutter is being added to the roadways which will block runoff from adjacent off-pavement grass areas, so in order to maintain spread criteria and drain runoff from the road, the runoff is being captured into the stormsewer system or directed through flumes to grassed depressional areas.

5. Can surface retention be utilized at the Beach & Benning Dr intersection to reduce the large ponds or redistribute some of the retention areas?
   There are two small triangular parcel remainders (~0.25 AC each) at the Beach intersection that could potentially be used to provide some attenuation and treatment. However, additional geotechnical borings an analysis would need to be done in those areas for calculations and permitting. It would not eliminate the need for Pond 2 but just marginally reduce its size and would result in 3 ponds/depressions to maintain in the area where there could be other better uses for those parcel remainders such as a dog park or swing set, etc. As far as the Benning intersection, there is not much area for treatment and retention except the very small green spaces in front of people's homes in-between the road and R/W. It would not eliminate the need for Pond 1 and would only marginally reduce its size for not much benefit.
6. Why is there no difference between the schedule for both options?
   60 Days was stated by Atkins during the July 11th City Council meeting. While the level of effort to revise both Pond 1 and Pond 2 will be higher, Atkins felt it was important to maintain the timeframe that was stated and agreed upon. If the option to revise both Pond 1 and Pond 2 is chosen, Atkins will call upon additional staff to meet the schedule.
7. Go over Assumptions and Exclusions in the proposal.
   The scope language and assumptions/exclusions were made based on the information that we had at the time of creating the scope, that an underground retention system was desired for either one or both ponds. Those assumptions and scope language can be updated after this meeting, if the underground retention design is chosen, and after discussing your desires and gaining a better understanding of the design intentions for the system.

What are underground retention systems?

- They are an underground structure designed to manage excess stormwater runoff on a developed site, often in an urban setting. This type of best management practice is typically selected when there is insufficient space on the site to build a surface facility such as a detention basin or retention basin.
- Allows for high volume storage of runoff in a small footprint area.
- Can be made from a variety of materials, including corrugated metal pipe, aluminum, steel, plastic, fiberglass, pre-cast or poured-in-place concrete.
- Typically buried under a parking lot or other open land on the site.
- Allows stormwater runoff to infiltrate into the groundwater table like a traditional retention pond.
- Are more expensive than traditional retentions ponds but allow for land uses above the system within the same footprint.

DISCUSSIONS:

Councilmember Destin noted that the area in question, other than the area in the right-of-way, has been designated as a park in May 2021.

Mr. Park stated that he was not sure of the specific date but was aware it was the intent for the area outside of the roadway curb and gutter.

Councilmember Destin asked whether a 4:1 side slope is appropriate for a public park.

Ms. Nikki Rowe noted that the Northwest Florida Water Management District criteria allows for a 4:1 side slope per pond without being fenced; and that it is a reasonable use in a public park.

Councilmember Destin inquired as to the reason behind incorporating a large area of Beach Drive, Legion Drive, and Azalea Drive within the drainage basis as shown in the plan.

Ms. Rowe explained that those areas were included within the drainage basin based on topographic survey and research on runoff directions in those areas.

Councilmember Destin asked what percentage of square footage were added to the drainage basin by including all these roadways.

Ms. Rowe stated that approximately half an acre was added, but she could come back with a more precise number.

Councilmember Destin pointed out there is not a single pond, similar to the one shown in the plan, on Airport Road, Mountain Drive, Azalea Drive and Beach Drive. He asked how they are handling the stormwater on those roadways. He added that it appears they are draining from the swale on each side of Mountain Drive into a percolation system that goes through pipes under the road. He asked where the drainage goes through on Mountain Drive.

According to Engineering Assistant Joe Bodi, the drainage goes through the scepter chambers underneath the roadway throughout the length of the road on Mountain Drive.

Ms. Rowe noted there are exfiltration trenches in Legion Drive to which the stormwater currently drains. Also, there is existing ribbon curbing so runoff can escape the road and percolate into any green spaces in front of houses.

Councilmember Destin asked why that particular design is not applicable to the 1200 feet of crosstown connector road.

According to Ms. Rowe, she is not sure when those other roads were designed and permitted, but the ponds are based on current Northwest Florida Water Quality and Attenuation Criteria. She added that the exfiltration trenches provide water quality treatment, but they do not provide storm water attenuation which basically holds the runoff volume so that it does not flood properties or the road.

Councilmember Destin stated that they should have adhered to the policy set by the council in 2021, which is to eliminate the drainage retention pond and designate the rest of the campground as a park.

Councilmember Bagby stated that he shares Councilmember Destin's concerns. It was his understanding the initial plan of the council was to turn the campground into a park, and that the engineers should have been working towards that goal instead of deciding to create ponds.

Mr. Park explained there has been a lot of history on this project that he was not aware of as he was not the project manager at the start of this project. As far as he was aware, they have designated the right-of-way as park to make sure the road stays a two-lane road. He continued they have done work to prepare concepts for parks on the north property which he understood was the park location. However, they are the consultants for the city, and they will be happy to do what is in the best interest of the city and will follow council's direction in order to get there. He added they have not proposed underground retention from the beginning as that is a much pricier solution and not best practice.

Councilmember Braden asked why they are spending money for the exfiltration system when the original pond design is in variable depth and the 4:1 slope is still traversable and accessible and is adequate for parks.

The mayor noted it was the council's direction to do so.

Ms. Rowe clarified that the above ground ponds are traversable and usable as park space but mainly just for pedestrians walking around or playing sports, but not for playground equipment. The below ground system can support playground equipment and other park features but not trees.

Councilmember Schmidt inquired whether the cross-town connector has ever been designed to be a 4-lane road.

Mr. Park noted there were 100% plans several years ago for a 4-lane road, and then the road was then redesigned to be a 2-lane road.

Councilmember Schmidt noted there has been some statements made about drainage analysis being underway. He asked whether there has been some analysis done on this topic the last few years.

Mr. Park explained they started with the general analysis of the basin to see where the water is coming from, the geometric design, inlet locations, and piping sizes. They did the calculations to determine the design constraints. At a certain point of the design phase, they react to the roadway design and determine where they can place the ponds.

According to Councilmember Schmidt, the council has not been specific in detailing their motions and giving directions to staff resulting in a lot of gray areas. The motion that was adopted in May 2021 was to designate the portion of the Old Destin Campground property that is not part of the right-of-way for the crosstown connector as the green belt/park, and that council will provide the details as money becomes available. He continued that the definition of a green belt is an area of open land around the city on which building is restricted. It did not say anything about playground equipment or anything of that nature. Also, he was told that the north property is where they are going to have the playground and benches. He added that green space and park are important, but he does not support a redesign and spending a lot of money just to create a park. He just wants to move forward with the current design and have the road built as it is going to benefit everybody.

The mayor commented that he rewatched the October 2021 council workshop on this topic prior to tonight's meeting. One of the things spoken about with the 2-lane road is that greenspace with be zoned Recreation to make sure the road will not be converted to 4 lanes in the future. Ideas regarding the linear park, narrowing the lanes, and reducing speed limit to 25 miles per hour also came up to slow down traffic on that road. The discussions revolved around having pond #1 and pond #2 as well as the green area on the north side of the 2-lane connector for recreational activity. There were no directions given to make it a flat ground and no discussions about underground drainage.

Councilmember Destin noted that he and Mr. Buckingham has been working with an engineering company which he had used in the past. Mr. Buckingham has some information and estimate that is far less that will show how they can save money by utilizing this engineering company.

Mr. Mike Buckingham handed out some materials to the mayor and council. He stated that the material he just handed out was a set of plans from a well-known local engineer. The plans show another option to the plans submitted by the city's current engineer. He stated that the city has spent almost $600,000 on the current design for the project. This company can give them a price that is reasonable and can provide the city a reasonable alternative.

Mr. Buckingham also stated that he has been involved in this business for over 30 years, and that he feels the design they currently have is twice as big as they need; adding he has approached two other engineering companies in the community that have done a lot of work for the city to review the plans and they came up with a similar conclusion. He asked the same companies what they would charge to design the road for the City of Destin from start to finish, and that the response was $40,000 to $45,000 for a complete design.

At this time, Councilmember Schmidt called for a point of order stating they are being unfair to their current engineering consultant by allowing Mr. Buckingham to continue with his comments. He continued that no one from the engineering company Mr. Buckingham is speaking about is present at this meeting, and that they are not under contract with the city on this project.

The mayor noted that Mr. Buckingham's presentation is inappropriate. He pointed out that the city put out a proposal for the design of the cross-town connector road, and that they have been under contract with Atkins Engineering for many years. The engineering company Mr. Buckingham spoke about did not submit a proposal. Furthermore, the materials that were presented to council tonight was not properly vetted and had not been seen before by this council. He added it is not fair to the group that came here tonight to make a formal presentation.

The City Attorney noted he was not with the city when it hired Atkins Engineering; however, the company was most likely hired through a Request for Qualifications (RFQ) process, which is a Consultants Competitive Negotiations Act where they do not initially submit prices. If the council has a portion of that work that they want to rebid, they may have to go through that process again; and that if an amount is given tonight from a company Mr. Buckingham was speaking about, it could create legal issues with procurement which they would want to avoid.

Councilmember Destin asked whether they could assign their other continuing services engineer to review the stormwater portion of the project.

According to the City Attorney, there is a threshold to which they could use their continuing services contractors. It was recently raised to about $4 million estimated cost of a construction. He added he does not have a good answer to that question tonight since he is not sure as to the total cost of construction for this project. They may need to go through another RFQ process if it exceeds that amount.

Mr. Buckingham asked whether it would be possible to do what Councilmember Destin was asking which is to put some swales in the little underdrain either under the road or in between the medians, grab the majority of the storage and discharge it out in the shallow pond.

Ms. Rowe stated that the median is not going to provide the attenuation that is necessary. They could capture the runoff in the median by changing the typical section, but that is not really going to change the volume needed based on the Northwest Florida Water Management District criteria.

Ms. Miranda Glass, a drainage engineer, noted that the options they are seeing tonight are wholesale replacements to get a flat area as it was requested. If the suggestion is to have a larger scale vault underneath the roadway, it is definitely another option. There is going to be some cover requirements that might be able to expand the usage of the greenspace such as for tree planting. However, those vaults that they would typically place underneath the roadway is the most expensive option.

According to Councilmember Bagby, it has been mentioned previously that there is excess capacity in the large pond and that the small pond is exactly what they need. He asked how much additional capacity they have in the large pond.

Ms. Rowe stated that they have about .75 feet of volume across the pond that could provide additional treatment and attenuation.

According to Councilmember Bagby, if they increase the area of the pond as much as possible and they already have excess capacity, which means they could reduce the depth of the pond.

Ms. Rowe stated that is affirmative, however, the council wanted the wandering shared use path which narrowed down how large and how they could create the pond. In some areas, the shared use path can be closer to the roadway. They could widen it and make it a bit shallow, but, since they have that huge hill area in such a skinny parcel, it has to be deeper to get the required volume. She added it could probably be much shallower if it was more of a rectangular shape rather than an odd oblong shape.

Councilmember Bagby asked if it would be possible to take pond #1 any deeper.

According to Ms. Rowe, with the safety factor involved and the seasonal high ground water table that was found with the borings, they would not be able to take pond #1 any deeper.

Councilmember Bagby asked why they put the crown of the road where it slopes to the outside rather than to the inside where they could put some kind of capture and feed it to one of the ponds.

Mr. Park explained that the modified section they see at this time is a reduction of the original and ultimately the standard typical section that they look to is the raised median and sloping to the outside. A lot of that is driver expectancy. It may be possible to put that slope to the inside and have stormwater retention on the median. They would need to run those calculations to really get a good picture as to what impact it would have on landscaping or what kind of reduction that would take to the ponds.

Councilmember Destin moved to direct the City Manager to enter into the addendum to the agreement with Atkins Consultants and execute the redesign of the Destin Cross Town Connector retention system, in order to underground retention pond #2, in the amount of $45,491.58, to provide council the option to turn that area into a park/green space, as previously designated, passed 4-2 (Council members Schmidt, Hebert, Destin, and Wagner voted "yes"; Council members Bagby and Braden voted "no"; Councilmember King was absent from the meeting).

E. Flood Insurance Update - Risk Rating 2.0

Public Works Director Michael Burgess provided the flood insurance update to the council.

Risk Rating 2.0 – What Has Not Changed?

- Existing policies will not increase more than 18% per year
- Mandatory purchase requirement
- Pre-FIRM and newly mapped area subsidies
- Policy assignment/transfer
- Community Rating System (CRS) – Destin is a Class 6
- Premium Calculation Algorithm
    - Effective October 1, 2021 for all new policies
    - Effective April 1, 2022 for all policy renewals
- Premium Calculation Methodology – factors
    - No rate tables (FIM)
- Phasing out of former policy types (PRP, MPPP, SFR)
- Discounts – CRS, machinery and equipment, flood vents
- Fewer foundation types
- Policies will be elevation rated
    - Plus other factors

Calculating Premiums

- Proximity to flooding source
- Flood frequency

- Cost to rebuild/replace
- Construction type (frame, masonry, other)
- Foundation type
- Building occupancy
- Equitable distribution of premiums across all policy holders
    - Higher value homes will see an increase
    - Google "Risk Rating 2.0 YouTube"

Retiring Policy Types & Procedures

- Preferred Risk Policy (PRP)
    - For structures located in Zone X or removed via a LOMA, LOMR, or LOMR-F
- Mortgage Portfolio Protection Program (MPPP)
    - Force-Placement of flood insurance
- Submit for Rate (SFR)
    - Elevation of home was more than 1 foot below BFE

Annual Premium Effects for Florida, all policies

- Total Number of Policies Statewide = 1,727,811

Category	Policies	%
• Policies Decreased	342,109	27.0%
• Policies Incr. $0-$10	1,178,302	57.1%
• Policies Incr. $10-$20	134,558	11.1%
• Policies Incr. >$20	72,842	4.8%

Annual Premium Effects for ***32541***, All Policies

- Total Number of Policies = 8,108

Category	Policies	%
• Policies Decreased	3,366	41.5%
• Policies Incr. $0-$10	4,341	53.5%
• Policies Incr. $10-$20	280	3.5%
• Policies Incr. >$20	121	1.5%

Annual Premium Effects for ***32541***, Residential

- Total Number of Residential Policies = 1,579

Category	Policies	%
• Policies Decreased	405	25.6%
• Policies Incr. $0-$10	938	59.4%
• Policies Incr. $10-$20	154	9.8%
• Policies Incr. >$20	82	5.2%

F. Baseball Conversion Costs @ DES

The Deputy City Manager provided council the information on the costs to renovate the Destin Elementary School baseball field to meet high school standards. He stated that renovations will include repairs to the existing backstop, the first baseline fence, field lighting, safety netting, mound construction, and infield reconditioning. Destin High School has already purchased the safety netting. This price will be in the range of $40,000 to $45,000. He stated that staff will bring back the cost analysis for renovating the Morgan Sports Center baseball field on August 15th council meeting.

G. Announcements

1. Okaloosa County Schools start back on Wednesday, August 10th.
2. The Library will be closed on Friday, August 19th, for staff to attend the Annual OCPLC staff training day and will open as usual on Saturday, August 20.
3. Many thanks to the staff for hosting Big Truck Day on Friday, July 29th.
4. The Destin City Council will host a Budget Workshop on Thursday, August 11th at 5:30 PM.
5. For the month of August, randomly selected Destin households will receive information to participate in Destin's 2022 Community Survey. There will be a follow-on survey for all residents to participate at a later date. Staff is working with POLCO which is overseeing the survey and the letters that are going out to the households will be signed by Mayor Jarvis.
6. Early voting for the primary elections is scheduled for August 13 – 20, from 10 AM to 6 PM at the Destin Community Center.

5. PUBLIC HEARINGS

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

The City Attorney read proposed Ordinance 22-09-CN by title, and then presented it to the city council on second reading.

> 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.

The mayor opened a public hearing to receive comments for or against proposed Ordinance 22-09-CN.

Ms. Marcie Bell, a Destin resident, acknowledges that her previous concern about overages and contamination fees no longer exist. She stated that with regards to the issue involving short-term rental properties, there is already a code on the books that is meant to deal with this issue. She continued that they need to do their best to support the Code Compliance Department by doing things to provide them some assistance in enforcing the code. One way is to require Waste Management to put house numbers on all cans throughout the city. This would allow for easy identification by both Waste Management workers and the city's Code Compliance officers as to whom each can belongs. She continued that a simple proactive drive by Code Compliance Officers on city streets would allow them to quickly identify code violators and issue notices of violations.

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

Councilmember Bagby moved to adopt Ordinance 22-09-CN on second reading, seconded by Councilmember Wagner.

There were some discussions about numbering the trash cans to facilitate quick ownership identification and who will be responsible for covering the costs to mark the cans.

Ms. Doug Rainer of Waste Management, Inc. stated that his company has not had that discussion; however, if that is what the council wants, his company could go ahead and obtain quotes on what it would cost to do it.

There was a question as to whether they could make some modifications to the ordinance without sending it back to first reading.

According to the City Attorney, making a minor modification such as who will be responsible for paying to mark the cans would not send the ordinance back to first reading. However, he would recommends continuing second reading of the proposed ordinance to the next meeting to allow them time to negotiate with Waste Management and craft a language to be included in the franchise agreement.

Councilmember Destin moved to continue second reading of Ordinance 22-09-CN to August 15, 2022, seconded by Councilmember Bagby. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember King was absent from the meeting).

B. First reading of Ordinance 22-11-CN - Relating to the lease of certain real property owned by the City of Destin. Providing for city council approval of the second amendment to the reclaimed water lease for the lease of property located at 4200 Indian Bayou Trail, Destin, Florida to Destin Water Users, Inc.

The City Attorney read proposed Ordinance 22-11-CN by title, and then presented it to the city council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO THE LEASE OF CERTAIN REAL PROPERTY OWNED BY THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CITY COUNCIL APPROVAL OF THE SECOND AMENDMENT TO RECLAIMED WATER LEASE FOR LEASE OF PROPERTY LOCATED AT 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA TO DESTIN WATER USERS, INC.; PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against proposed Ordinance 22-11-CN. Having none, the mayor closed the public hearing portion of this item and turned the matter over to the city council for discussion and consideration.

Councilmember Schmidt moved for approval of Ordinance 22-11-CN on first reading and direct staff to advertise it for second reading; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember King was absent from the meeting).

C. Proposed Conditional Use 22-25-CU, Bowman Consulting, on behalf of Arris Destin Retail, LLC, is requesting approval of Conditional Use 22-25-CU. This project includes he location of a parking lot to serve the employees of the approved fast-food restaurant to be located next door. The subject project is located on a portion of the commercial outparcel at 1015 US Highway 98 East (Parcel ID: 00-2S-22-0000-0013- 019A).

The City Attorney sworn in the following individuals for testimony:

- Senior Planner Daniel Butler
- Ron McBee, Bowman Consulting Group

The City Attorney asked the council whether there has been any ex-parté communications relating to the proposed project.

Each member of the council responded there have not been any ex-parté communication the occurred relating to the proposed project.

Mr. Ron McBee of Bowman Consulting Group, representing the applicant, presented the proposed project to the council.

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 over to the city council for their discussion and consideration.

Councilmember Hebert moved for approval of Conditional Use 22-25-CU with the following condition: The proposed parking lot shall be utilized by staff and customers of Chick-Fil-A only. Councilmember Wagner provided a second to the motion, which passes 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember King was absent from the meeting).

D. First reading of Ordinance 109.11 - Amending the City's Personnel Rules and Regulations

The City Attorney read proposed Ordinance 109.11 by title, and then presented it to the city council on first reading.

> 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.

The mayor opened a public hearing to receive comments for or against proposed Ordinance 109.11. Having none, the mayor closed the public hearing portion of this item and turned the matter over to the city council for discussion and consideration.

Councilmember Hebert moved for approval of Ordinance 109.11 on first reading and direct city staff to advertise it for second reading; seconded by Councilmember Destin. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember King was absent from the meeting).

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

A. Councilmember Braden

B. Councilmember Wagner
C. Councilmember Destin
D. Councilmember Bagby

Councilmember Bagby request the City Manager Evaluation topic be placed under his name on the August 15th council meeting agenda for discussion.

Councilmember Bagby asked staff to contact the Florida Fish and Wildlife Commission (FFWC) and ask them to outline the process involved in removing derelict vessels and provide that information to council.

E. Councilmember Hebert
F. Councilmember King
G. Councilmember Schmidt
1. Morgan Sports Center Baseball Field

Councilmember Schmidt asked staff to provide the cost analysis for renovating the Morgan Sports Center baseball field at the August 15th council meeting.

2. Helicopter Usage and Safety

Councilmember Schmidt stated that there have been a lot of activities going on with the tour helicopters, and that he has been receiving a lot of calls from the citizens.

Councilmember Schmidt moved to direct the City Land Use Attorney to coordinate with county staff to determine and to provide to the council the current permitted usage and future allowable usages of the property currently being utilized by the tour helicopters. Councilmember Wagner provided a second to the motion, which passes 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember King was absent from the meeting).

Councilmember Schmidt requests the following categories – Reactive and Proactive Responses – be added to the Code Enforcement Report.

H. Mayor Gary Jarvis

Mayor Jarvis requests staff includes the following information to the Morgan Sports Center renovation cost analysis report they plan to bring back on August 15th:

- Pros and Cons (benefits and negative impacts)

Councilmember Bagby would also like to see a list of other assistance the city is already providing the Destin High School, such as the use of the soccer field and softball field.

I. Land Use Attorney
J. City Attorney

The City Attorney requests the council schedule another executive session to discuss the litigation involving the City of Destin and the Destin Fishing Fleet, Inc.

Councilmember Bagby moved to schedule a Council Executive Session concerning litigation involving the *Destin Fishing Fleet, Inc., v. City of Destin*, Okaloosa County Court Case No. 2019-CA-000425F, on August 15, 2022, at 5:30 PM; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Wagner, and Braden voted "yes"; Councilmember King was absent from the meeting).

7. PUBLIC COMMENTS

Ms. Marcie Bell noted that with regards to the tour helicopters, she has witnessed two or three helicopters being at the helipad location this summer, and that she does not think that is allowed. She also stated she is committed to providing any assistance he can to the Code Compliance Department to make it a very efficient department for the city.

8. ADJOURN

Having no further business at this time, the meeting was adjourned at 9:45 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

ITEM # 2022-5705

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.M.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Boards & Committee Minutes

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. 7-28-22 LPA
2. 8-2-22 Sp. Parks&Rec
3. 8-4-22 LPA
4. 8-8-22 Sp HB
5. 8-9-22 pwps

LOCAL PLANNING AGENCY
MEETING MINUTES
JULY 28, 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, July 28, 2022, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	**Members Absent**	***Staff Members Present***
James T. Wood, Jr.	Jason Klosterman	Kim Montgomery City Clerk
Karen Hudson		Steven O'Connor Principal Planner
Marcie Bell		
Corey Ledbetter		
Todd Buhr		

3. APPROVAL OF MINUTES:

July 7, 2022

Motion by Agency member Bell, seconded by Agency member Hudson to approve the July 7, 2022, minutes as written. The motion passed 4-0.

4. NEW BUSINESS:

A. Comprehensive Plan Chapter 5: Conservation Element and Chapter & 6: Coastal Management Elements Discussion and/or Possible Recommendation

Mr. O'Connor presented Chapter 5: Conservation Element policies to the members.

1. **Policy 5-1.5.3: Reduce the Number of Septic Tanks –** This is being implemented and any new development in the city must connect to sewer service and any existing septic systems are required to as well when the system fails. Staff recommends this stay in place.

   The LPA members agreed with the statement.

2. **Policy 5-1.12.3: Develop Response Procedures for the Discovery of Artifacts during Construction –** Mr. O'Connor explained this is being maintained through 11.06-01 and staff recommends that it be kept and maintained in the Comprehensive Plan.

   The Agency members agreed with staff's recommendation to maintain this policy.

3. **Policy 5-1.13.1: Incorporate Innovative Techniques in the LDC –** Staff has implemented this through the LDC Section 10.03.00 – Stormwater Management, Section 11.09.03 – Erosion and sediment control plan, Section 12.02.00 – Active and Passive Facilities & 12.04.00 – Landscape Development. staff recommends this policy remain in the Comprehensive Plan. However, staff recommends improving the language to incentivize tree canopy cover, and plant maturity, over total tree count.

Regarding excessive tree removal, Agency member Buhr questioned if the subject is actually covered in the LDC.

Mr. O'Connor explained it is, when someone wants to clear a lot, they have to provide a tree survey for all trees on the property, regardless of size. He further explained that any trees that are between 12" and 24" are considered protected trees and anything over 24" is considered preserved trees. Protected trees must be replaced and preserved trees cannot be removed, unless they are within the footprint of the development, then they can be removed but have to be replaced. Additionally, any tree that is to be removed on any property requires a clearing permit.

There was a discussion regarding the need to have better defined language for clearing underbrush and removing a tree or multiple trees from private property, to provide clarity. Additionally, it was suggested for staff find out what other municipalities in the surrounding areas have as their language in their code. The members also discussed and agreed that additional language should be added to better explain why planting trees in the right-of-way is discouraged.

To be implemented Policies & Objectives:

1. **Policy 5-1.10.2 Enforce White Sand Ordinance –** The City shall continue to enforce its Ordinance that regulates the removal of white sand as well as the use and type of fill material applied to new development sites. The White Sands Ordinance shall be incorporated into the articles of the LDC. Within one year from the effective date of the Comprehensive Plan, LDC shall be amended to include penalties, fines, and restoration plans for unauthorized impacts to White Sand.

According to Mr. O'Connor, staff feels that more could be done on the enforcement side and therefore, this will be addressed within the new citation authority that will be created through the rewrite of the LDC.

2. **Policy 5-1.13.3: Promote Energy Efficient Land Development –** Prior to the next EAR, the City's amended LDC shall incorporate any needed refinements to promote energy efficient land development and recognize the relative energy dependency of commercial and industrial land uses. The City shall encourage land use patterns that by location, scale, and design, minimize long-term energy commitments to construction, operation,

maintenance, and replacement. Finally, the City shall encourage natural resource conservation and utilization in ways that are consistent with sound energy management principles.

According to Mr. O'Connor, this policy requires a recommended direction from the LPA to City Council, explaining there are several different ways to implement this policy. According to the U.S. Government Accountability Office (GAO) the three main ways are, (1) minimizing the amount of energy needed to heat and cool buildings; (2) reducing energy intensive infrastructure construction, such as highways and sewer and water lines; and (3) reducing automobile travel. They set the standards for HUD, DOT, DOE, etc. Additionally, these are the minimum standards that many communities look to and staff's recommendation is: The policy specifically states *"The City shall encourage land use patterns that by location, scale, and design minimize long-term energy commitments to construction, operation, maintenance, and replacement,"* which when combined with the GAO's recommendations, means to increase density where infrastructure exists. Therefore, staff is inquiring, does the LPA want to make a recommendation in line with the GOA's recommendation or propose an alternative recommendation(s)?

Agency member Buhr suggested that staff look at the Comprehensive Plans out of Rockville, FL and Sabastian, FL where they added information about green buildings and neighborhood design to amplify their policy in their Comp Plan and flowed to their LDC. He spoke of how the statement about encouraging land use patterns above is generally used in all Comp Plans and feels that staff should investigate to find some additional best practices language to make Destin's better.

Agency member Hudson spoke of her neighbor having to replace their siding and insulation asked if there is a way in the code to specify and enforce the R value for insulation in new construction. According to Mr. O'Connor, that is enforced through the Florida Building Code and the Building Division at the time of permitting to bring them up to the current codes.

There was a brief discussion regarding the best management practices for reducing heat islands from asphalt and Agency member Bell spoke of an article she had read about the use of gray or white pavement and she would email it to Mr. O'Connor.

3. **<u>Policy 5-1.13.6: Xeriscape Public Areas</u> -** The City shall reduce irrigation needs of new and existing landscaped areas maintained by the City through the application of aggressive xeriscaping standards. Within one year of the adoption of this Plan, the City shall develop a 5-year xeriscaping program that prioritizes the location and measures to be taken to xeriscape existing landscaping of public lands.

   Staff Comment: Currently Parks and Recreation and Public Works are working to replace

irrigation sensors and other elements to reduce excessive water usage. Staff recommends keeping and maintaining this policy.

4. **Policy 5-1.13.7: Encourage Xeriscaping in New Private Development** – Private landscaping irrigation practices use significant amounts of public and privately acquired water from the aquifer. Encouraging or requiring xeriscaping practices on new landscaping installations would reduce future groundwater consumption. Prior to the next EAR, the City shall propose measures to apply xeriscaping standards to new private development.

Staff Comment: This policy has been implemented through the use of gray water for irrigation and by LDC Sections 10.04.05.C requiring rain sensors on all new irrigation systems and 12.04.03.d - Supplemental standards required, which incentivizes reduced water usage. Staff recommends keeping and maintaining this policy.

The members discussed at length whether to make this a requirement across the board for all zones or keep it as an encouragement for just the three zones originally mentioned. In the end, the decision was to encourage this for all zones.

5. **Policy 5-1.13.7: Encourage Xeriscaping in New Private Development** – Private landscaping irrigation practices use significant amounts of public and privately acquired water from the aquifer. Encouraging or requiring xeriscaping practices on new landscaping installations would reduce future groundwater consumption. Prior to the next EAR, the City shall propose measures to apply xeriscaping standards to new private development.

Staff Comment: This policy has been implemented through the use of gray water for irrigation and by LDC Sections 10.04.05.C requiring rain sensors on all new irrigation systems and 12.04.03.d - Supplemental standards required, which incentivizes reduced water usage. Staff recommends keeping and maintaining this policy.

This was discussed with Policy 4 above. Mr. O'Connor informed the members that as part of the incentive for use of xeriscaping, an applicant can get a 2% reduction in their Open Space Requirements if they design their landscaping with xeriscaping plants native to the local area, such as the use of Live Oaks in the tree requirements.

6. **Policy 5-1.2.7: Require Automatic Rain Sensors** – The city will require automatic rain sensors in all new irrigation systems installed in the city and will retrofit all existing municipal irrigation systems prior to the next EAR (estimated to be in 2019).

Staff Comment: This policy is being implemented through LDC Sections 10.04.05.C requiring rain sensors on all new irrigation systems and by the Parks & Recreation Department

and Public Works Department by replacing, installing, and updating irrigation systems with rain sensors. Staff recommends keeping and maintaining this policy

The members agreed with this policy for now but Chairman Wood stated that he may want to discuss this subject further at the LDC rewrite level.

Chapter 6 Chapter 6 Implemented Policies & Objectives:

1. Policy 6-1.7.5 - Adaption Action Area Designation. By Fiscal Year 2022, the city will identify areas for which land elevations are below, at or near mean high water, which have a hydrologic connection to coastal waters, or which are designated as evacuation zones for storm surge.

Staff Comment: This policy has been completed as of January 2022 with updates to the city's 2021 Disaster Preparedness Plan and the County's 2021 Local Mitigation Strategy. Staff Recommends continuing and broadening this policy to maintain and continue this effort, and not limit it to any particular year.

The members agreed with the statement and provided no additional comments.

Motion by Agency member Ledbetter to recommend City Council approval suggestions of policies for Chapter 5 and 6 of the city's adopted Comprehensive Plan as discussed, with Agency member Hudson providing the second. The motion passed 5-0.

There was a brief discussion about when the items of concern will be addressed. Mr. O'Connor explained that he will not be bringing these two chapters back for additional discussion. He will just incorporate all the items discussed prior to bringing them before Council. However, when the entire Comprehensive Plan language is ready in its draft form for their review, as a whole, it will be brought before them for a recommendation to Council. After that, staff will begin the work on the Land Development Code rewrite.

Agency member Bell spoke of the White Sands Ordinance and how she is concerned that the LDC should have stricter guidelines and how its enforced. According to Mr. O'Connor, it will be addressed in the LDC rewrite, specifically in the Conservation Element.

A roll call vote of 5-0 was taken and the motion passed.

B. Comprehensive Plan Chapter 8: Intergovernmental Coordination Element Discussion and/or Possible Recommendation

Partially Implemented Policies & Objectives:

Mr. O'Connor briefly explained to the Agency members that at their May 26th meeting they

passed a motion to recommend all language form the Comp Plan Policies pertaining to time frames for implementation "within one year of approval of this Comprehensive Plan…" or "within one year of the next Evaluation and Review (EAR)…" Therefore, any Objectives, Policies, or Goals with any such language, will be recommended for deletion.

Partially Implemented Policies & Objectives:

1.) **Policy 8-1.2.4: Coordinate Transportation Improvements and Programs -** The City shall coordinate all transportation improvements proposed by new development with the TPO, Florida Department of Transportation (FDOT), DEO, WFRPC, Okaloosa County, Walton County and other state and regional agencies concerned with assessing traffic impacts of proposed development. In addition, the City shall coordinate with the TPO, FDOT, and Okaloosa County Transit (OCT) to implement the City's long-range transportation plans as presented within the Transportation Element of this Comprehensive Plan. Within two years of Plan adoption, the City shall request that the TPO evaluate its formula and criteria for establishing voting representation on the governing board to consider other factors beyond year-round population as the determinant for a community's representation.

Staff Comment: This is partially implemented through the Technical Review Committee process with Development Order review. This will be further implemented through the Mobility Plan, which is currently being developed. Staff recommends keeping and maintain this policy.

Chairman Wood stated that he has already spoken with the Community Development Director about the above clause, **"*Within two years of Plan adoption, the City shall request that the TPO evaluate its formula and criteria for establishing voting representation on the governing board to consider other factors beyond year-round population as the determinant for a community's representation.*"** Specifically, because this has never been handled like this in the past and he feels the statement should be removed.

Mr. O'Connor agreed he would have it removed.

Policy 8-2.2.2: Share Data - On an annual basis, the Okaloosa County School Board shall provide information from their five-year Work Plan to determine the need for additional school facilities. The Okaloosa County School Board shall provide to the City, each year, a general education facilities report. The educational facilities report shall contain information detailing existing facilities and projected needs. The report shall also contain the School Board's capital improvement plan, including planned facilities with funding representing the district's unmet needs.

Staff Comment: This policy is implemented through LDC Section 4.05.01 – Establishment: Appointment establishing the requirement of an ex-offcio member who represents the Okaloosa County School Board. The scope of requirements for when this member attends is limited. Section 13.00.01.A.2.a, requiring a representative of the school board be a member concerning comprehensive planning that impacts development and Level of Service standards. Staff recommends the intent of this policy remain.

However, the policy should be retooled to require the City to be more proactive and collaborative, and less demanding of the school board. For example, "…the Okaloosa County School Board shall provide information…" should be reworded to "…the City shall request information from the Okaloosa School Board…" Policies & Objectives that need further guidance for implementation.

The agreement was to maintain what is described but include all schools impacting the city for data sharing.

Policy 8-1.1.12: Evaluate the Costs and Benefits of Tourism - Prior to the next Evaluation and Appraisal Review, the City shall initiate coordination with Okaloosa County Board of County Commissioners, the Okaloosa County TDC, the Walton County Board of County Commissioners and the Florida Department of Economic Opportunity (DEO) to request participation with the City in a joint study to identify and quantify the costs and benefits associated with tourism in Destin, specifically, and the Emerald Coast in general. Such study will specify, compare, and contrast the revenues generated by tourism with associated tourist population expenses borne by the city.

Staff Comment: The TDC has implemented a new financial tracking process to determine where tourist come from and where they spend their money. However, the impacts to the city, county, and regional infrastructures and services have not yet been evaluated. This policy should remain. Staff recommends this policy remain and to work cooperatively with the County, TDC and other interested parties to fund a study to assess impacts to the individual and shared infrastructure, due to tourism.

In discussions on this topic from the members the agreement was for Mr. O'Connor to add language that the LPA recommends developing a study and it be reviewed and updated on a annual basis.

Chairman Wood also pointed out that TDC needs to be changed to TDD.

<u>Objectives or Policies recommended for removal:</u>

1.) Policy 8-3.1.1: Observe Evaluation Periods - All chapters of the Comprehensive Plan shall be evaluated and updated as necessary at least every five years. In addition to the general EAR, the Capital Improvements Element shall be reviewed on an annual basis.

Staff Comment: Staff recommends this policy be removed from the Comprehensive Plan as this is already a State Requirement and the Capital Improvement Element is reviewed annually when the Capital Improvement Program and projects are reviewed. Therefore, staff recommends it be removed because of redundancy.

Motion by Agency member Bell, seconded by Agency member Ledbetter to recommend City Council's approval of the suggestions for the policies in Chapter 8 of the city's adopted Comprehensive Plan as presented and discussed. The motion with a passed 5-0 vote.

Chairman Wood opened the hearing for anyone in the public to speak. With no one being present, he closed the public portion of the hearing.

5. OLD BUSINESS: None

6. DIRECTOR'S REPORT: None

ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 7:05 p.m.

Adopted and approved this _____ day of _____ 2022.

_____ _____

James Wood, Jr. Chairman Kim Montgomery, Destin City Clerk

MINUTES OF THE
SPECIAL PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
AUGUST 2, 2022 MEETING - 4:00 PM

1. CALL TO ORDER:

Chairwoman Trammell called the Special Parks & Recreation meeting to order at 4:00 p.m. on Tuesday, August 2, 2022, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	Member Absent	Staff Present
Sandy Trammell	Brian Liesveld	Kim Montgomery Deputy City Clerk
Nikki Johnson	Matthew Sweetser	Lisa Firth Recreation Director
Danielle Piper		Ryan Reed Dep. Recreation Director
Leslie Schmidt		Michael Baird Parks & Rec Supervisor
		Bryan Keller, Recreation Dept.

3. DISCUSSION:

Mrs. Firth informed the members the city's intentions of partnering with the County (TDD) to purchase additional property next to the Tarpon Beach Trail, which is the location of the old Sea Oats Motel, with the ½ cent sales tax funds. Explaining that staff wanted to call the special meeting so they'd be aware this subject would be discussed at the August 15, 2022 City Council meeting. She also informed the members that the Deputy City Manager sends his regrets that he could not attend the meeting to present them with the information because of being out sick.

There was an inquiry if there are any preliminary plans yet. According to Mrs. Firth there are not any at this time, and staff should know more by their next meeting on the 23rd.

4. OLD BUSINESS: None

5. NEW BUSINESS:

- **Park Inspections:**

The members discussed the need to inspect their parks this Fall and to turn in items they notice that needs to be repaired or replaced this winter before the busy spring season starts.

There was a brief discussion regarding the Harborview Park and what needs to be done to it to get it in better shape, such as trimming branches and removing invasive Popcorn Trees and other plants as well as making some much needed repairs.

Regarding past Committee member Telford's responsibilities for her inspections, Committee member Johnson stated that she would take on the Dog Park inspections. Chairwoman Trammell stated that she would inspect the Children's Park at Morgan Sports Center. Committee member Piper volunteered to inspect the Barracuda Beach Trail and Committee member Schmidt agreed to inspect the playground and courtyard at the Destin Community Center.

- **Destin High School Baseball Field**

Mrs. Firth spoke of the request by the staffing members of the Destin High School to use either one of the Morgan Sports Center's softball fields and turn it into a regulated baseball field or continue to use the one at the Destin Elementary School with the city agreeing to bring it up to the necessary standards. She asked Mr. Reed to explain what it would take to bring the softball field up to those standards and how it would impact the programs if the decision was made to do that.

Mr. Reed explained they are still waiting for the school's final design for the field but as of now, none of the fences will be moved, and minor conversions of the field would be necessary. He also mentioned how the underground pipes that Destin Water Users have would have to be considered if the softball field is chosen.

Mrs. Firth stated that as of now, staff has only provided Council with the information and cost that it would take to convert the only baseball field in the city, which is located at the Destin Elementary School, to the regulation standards. She spoke of how she feels that this is the perfect location since its already in place; however, it would take about $40k to for the necessary repairs. Additionally, this may all impacted in the future when the school removes the portable buildings and builds the addition.

For informational purposes, Mr. Keller explained the how the youth soccer leagues use at both the Morgan Sports Center and the Destin Elementary School.

Chairwoman Trammell spoke of how Destin Water Users is aware of the impact this request will be to them and currently, they are in a fact finding position with no decisions to determine which location would have the least impact for all involved. Especially since no

matter which location is chosen, they still would not be able to play an official game at either location.

Committee member Piper asked how this plan would impact the city of Destin Parks & Recreation and their budget, if any.

Mrs. Firth explained the cost for what they are requesting is unbudgeted funds and the city would have to come up with the expense.

According to Chairwoman Trammell, with her educational career experience, she knows the County gives charter schools all their necessary funds to start up. She also spoke of how the city has already forfeited four tap fees so the school would not have to pay them.

Committee member Johnson asked how this request would impact the city's sports programs that are already scheduled. According to Mrs. Firth, they already are fully scheduled and have had to turn tournaments away. She asked Mr. Keller to explain the spring and summer programs and how the fields are used.

Mr. Keller provided the extensive use of the fields to the members.

Committee member Johnson spoke of how the impact of their request would be to the use of the community property this is what concerns her the most, since the fields are meant to be used by the public and not the charter school, adding she cannot support their request to take the use away from the community.

Committee member Piper asked if the responsibility of keeping the field in shape would be the school's or the city's. According to Mr. Reed, it would be city staff's responsibility.

Mrs. Firth added that potentially, the same time they would be using a field at Morgan's, there would be small children present for soccer, and how there would be no way they could accommodate both at the same time. Additionally, there is impact on the public's use of the walking paths and their safety when a baseball game is being played that must be considered. Since netting would need to be purchased to try to prevent injury to anyone from being hit by a pop up baseball. Then, there is the need for staffing schedule changes from what they are normally scheduled to work to accommodate for the needs of the use between the times the students are finished practicing and getting them ready for regularly scheduled programs that typically start at 5 p.m.

According to Committee member Johnson, the most logical solution to this problem would be for the Elementary School to go upward for their expansion and not outward so that the baseball fields would not be impacted by the addition.

At the end of the discussion, Chairwoman Trammell stated that at this point, they still do not have enough information to provide a recommendation. However, she does feel that there should be something in writing so that the city does not continue to take on the maintenance past the timeline of when the school said they needed to use the field.

Motion by Chairwoman Trammell to recommend City Council have an agreement in writing with specification of a date certain when the agreement ends to revert the fields back to what they were prior with that cost being paid by the school. Committee member Piper providing the second. The motion passed 4-0.

- **Capt. Royal Melvin Park Update**

Chairwoman Trammell informed the members of the preliminary plans for the holiday decorations in the Harbor District explaining that since at the time of the decision, there was not any certainty that the park would be completed by Christmas; therefore, the decision was made to wrap the 4 large oak trees in the park with lights. Mrs. Firth explained that the contractor is now back on site and staff is present daily.

Mrs. Firth explained that staff is also working with the Capt. Royal Melvin's sons to help with the educational signs of their father's history for the park.

- **Member Comments**

Committee member Piper inquired about the status of the prefabricated restrooms for Buck Destin Park. Mr. Reed informed the members that he would bring this item to them at their regular meeting on the August 23rd.

Chairwoman Trammell briefly verified with staff the items that will be discussed at their next meeting.

Mrs. Firth also informed the members that if they think of any other items they want to add to the agenda to please contact her prior to the meeting so she can add them to discuss.

- **Next meeting: August 23, 2022**

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:25 PM.

Adopted and approved this _____ day of _____ 2022

_____ _____

Sandy Trammell, Chairwoman Kim Montgomery, Deputy City Clerk

LOCAL PLANNING AGENCY
MEETING MINUTES
AUGUST 4, 2022 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM

1. CALL TO ORDER:

Vice Chairman Ledbetter called the Local Planning Agency Meeting to order on Thursday, August 4, 2022, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	**Members Absent**	***Staff Members Present***
Corey Ledbetter	James T. Wood, Jr.	Kim Montgomery City Clerk
Karen Hudson	Jason Klosterman	Steven O'Connor Principal Planner
Marcie Bell		
Todd Buhr		

3. NEW BUSINESS:

A. Comprehensive Plan Chapter 11 Discussion

Mr. O'Connor explained this chapter is about public school facilities.

Policies & Objectives that need further guidance for implementation

1. Policy 11-1.1.2: Evaluate Inter-local Agreement. The School Board, Okaloosa County and the municipalities of Cinco Bayou, Crestview, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Shalimar and Valparaiso, the City entered into an Inter-local Agreement for Public School Facility Planning for the City of Destin, Florida between Okaloosa County, all legislative bodies of the municipalities, as was required by Section 1013.33, Florida Statutes.

The Interlocal Agreement includes procedures for:
1. Joint meetings;
2. Student enrollment and population projections;
3. Coordinating and sharing of information;
4. School site analysis;
5. Supporting infrastructure;
6. Comprehensive Plan amendments, rezoning and long-term residential and long-term residential mixed-use development approvals;
7. Education Plant Survey and Five-Year District Facilities Work Plan that includes the Capital Facilities Plan (Work Plan);
8. Co-location and shared use;

9. Implementation of school concurrency, including levels of service standards, concurrency service areas, and proportionate fair share mitigation;

10. Oversight process; and

11. Resolution of disputes. The appropriateness of the adopted Inter-local Agreement and the following provisions required by the Inter-local Agreement shall be evaluated within the current regulatory context, prior to the next Evaluation and Appraisal Report (EAR).

Staff Comment: Staff recommends this policy be maintained in the Comprehensive Plan and continue to work with the Okaloosa County School Board with the Interlocal Agreement that was established per Florida State Statutes.

Mr. O'Connor explained that when it comes time to implement language into the LDC, and the consultants and staff agree it should be implemented, they will do so, and that new language will be brought before them for discussion and input.

The Agency members agreed with the policy.

2. Policy 11-1.5.1: Concurrency Standards. Student Generation Rates:

Consistent with the Inter-local Agreement, City staff, working with the School Board staff, will develop and apply student generation multipliers for long-term residential units by type and projected price for schools of each type, considering past trends in student enrollment in order to project school enrollment. The student generation rates shall be determined by the School Board in accordance with professionally accepted methodologies, shall be reviewed at least every two years and changed, as necessary. These changes shall be adopted into the City Comprehensive Plan.

Staff Comment: The Okaloosa County School District receives all their growth projection information from the State Demographer's Office, the same source the city receives growth projection information from. If Staff worked with the school district to develop growth projections, we would be doing so redundantly and using information that is readily available. Staff recommends this policy be removed from the Comprehensive Plan.

There was a lengthy discussion amongst the members regarding private schools, charter schools and public schools and the various impacts they have on the city.

Mr. O'Connor explained that the information comes from the Census algorithm for what the growth rate will be, and those changes for the growth projections comes from the Demographers Office at the State level to the School Board. Additionally, there is nothing from the staff's standpoint that they need to look at student growth projections. Because the city is more concerned about the development in the city.

Agency member Buhr asked if there is a chance to get with the Demographers Office to discuss

the amount of people that are in the area on a transient nature, to include into those numbers. Especially when there is the same amount of different people in houses every week and those people are impacting the infrastructure weekly.

Mr. O'Connor stated that he can certainly contact the Demographer's office and inquire and provide them with what he learns. He then asked the members what they have determined with this policy, should it be kept, updated or removed. Additionally, staff recommends that Chapter 8 and Chapter 11 be merged. If the LPA recommends this change, and is approved by Council, staff will analyze and identify any redundant policies and mark for review by both the LPA and City Council at a later date. The Agency members agreed with merging the two into one chapter.

Agency member Hudson made the recommended motion for the Local Planning Agency to recommend City Council's approval of the suggestions for the policies of Chapter 11 of the city's adopted Comprehensive Plan, as presented and discussed, with Agency member Bell providing the second.

Agency member Buhr suggested for when staff brings them Chapter 11, to ensure that there is clear language that specifies the schools that are referenced are public schools only.

Vice Chairman Ledbetter opened the hearing to the public, with no one being present, he closed the public portion of the meeting and called for a vote**. The motion passed 5-0.**

5. OLD BUSINESS: None

6. DIRECTOR'S REPORT: None

ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:10 p.m.

Adopted and approved this _____ day of _____ 2022.

_____ _____

James Wood, Jr. Chairman Kim Montgomery, Destin City Clerk

MINUTES OF THE SPECIAL
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL, AUGUST 8, 2022 - 5:00 P.M.

1. CALL TO ORDER:

Chairman Hoey called the Special Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, August 8, 2022, at Destin City Hall, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:	**Members Absent**	**Staff:**
Richard Hoey	Harvey Hurst	Kim Montgomery Deputy City Clerk
Guy Tadlock		Steve O'Connor Principal Planner
John Stephens		Saee More Planner
Bill McKissick		Kyle Bauman City Attorney
Casey Jones		
Jim Green		

3. APPROVAL OF MINUTES:

- **May 23, 2022**

Motion by Board member Jones, seconded by Board member Green to approve the May 23, 2022 minutes as written.

4. PUBLIC COMMENTS:

None

5. NEW BUSINESS:

A) Single-family Residential Marine Construction Proposed at 4145 Belcourt Drive (Parcel ID: 00-2S-22-4600-0000-0100).

Miss More explained the details of the request to the members.

Board member Jones made the motion to approve the marine construction request at 4145 Belcourt Drive subject to the applicant meeting all applicable city permit requirements, with Board member Green providing the second.

Board member McKissick asked if the existing dock that is present will be removed. Additionally, he asked if they are proposing to move it further inward to the waterway and away from riparian line. The applicant answered yes to both questions.

The Chairman called for the vote and the motion passed 6-0.

The applicant, Mr. John Loftis of Loftis Marine out of Pensacola, Florida thanked the staff and the Board members to accommodating them by having this special meeting to get their project request in process for final approval.

6. OLD BUSINESS:

- **Discussions**

Board member Tadlock inquired of staff if they are going to get a chance to review the Marina Siting Section of the Land Development Code.

According to Mr. O'Connor, when their suggestions went to the LPA, it was held up at that level with some concerns the LPA members addressed, then Covid hit and after that, the decision was made to have the entire LDC rewritten, and the Marina Siting will be a part of the entire rewrite. Therefore, this board will see the new article which will be a part of the Conservation Article. Additionally, this board will have heavy input on the draft of the new Marian Siting Regulations.

Board member McKissick spoke of how he had asked at their last meeting what the definition of a slip is and asked if they ever got that clarified. According to Mr. O'Connor, the definition per city code is a docking area for one vessel.

Vice Chairman Green stated the code defines a slip as a berthing place for one vessel, but the code doesn't restrict the slip to holding only one vessel. Additionally, the parking is what regulates how many vessels can have on the property.

Mr. O'Connor explained that he has discussed this topic with Mr. Zunguze and read the exact definition per the LDC for the members and into the record. In Article 3, "A slip is a parking, berthing, landing space for one boat at a dock or pier." Therefore, one parking space per boat or vessel.

Board member Green pointed out that the confusion comes in when there are more than one vessel docking in transient slips as well as at the end of the docks, and larger slips in the high season there will sometimes be 4 pontoon boats in them. Adding that when this code comes back to them for input is where they need to give it some teeth to regulate those issues.

The Chairman asked the individuals in the audience to add any comments.

Mr. John Loftis of Loftis Marine stated that the FDEP's code determines any boat other than a jet ski/wave runner is a vessel and 2 jet skis/wave runners can go into one slip. So, 2 jet skis is considered a slip and one is considered a slip and a half.

Mr. Tadlock referenced some past issues regarding a commercial project that came before them that was asking for more slips than what was depicted on the submitted drawings. Mr. O'Connor explained that the project he is referring to did submit the incorrect drawings and that project was pulled and at this time when the error was discovered, and at this time, it has not come back before this board for their review and recommendation.

Mr. Tadlock spoke of the definition of a transient slip and how they are not required to have a parking space, since a transient slip is considered a parking space. And in that respect, he asked for clarification if those type of slips cannot have a parasail boat docked. According to Mr. O'Connor that is correct, they cannot.

Mr. Tadlock also spoke of how he feels that dimensions and a final inspection should be included in the requirements of the Code. Stating that he has seen a lot of marine construction projects that are not built to what was approved and never got final inspections.

Mr. O'Connor explained that all marine construction projects are required to have a final inspection. He then spoke of the computer program, Energov that is now in place and explained how it is set up to notify staff that an inspection for the permit is required.

Chairman Hoey spoke of Certificate on Occupancies that are issued by the building dept. and asked if there is an error in the review process made by staff, would the owner have to remove the structure and build it to the specifications of the code.

Mr. O'Connor explained that any marine construction gets a Certificate of Completion, since you don't occupy a dock. Additionally, if there is an error made by staff, the project would be deemed a legal nonconforming structure and could stay in it's built state until the structure is damaged and has to be replaced.

Vice Chairman Green briefly spoke of the used oil drop off facility that he would like to see the city take on. He spoke of grant opportunities that the County can assist the city in obtaining. Additionally, he not brought this before the Council yet because of daily charters that he has been running all summer long.

Chairman Hoey asked him if there is any status on the Harbor Capacity Study. According to Vice Chairman Green the ACOE testing runs through Labor Day and once the data is compiled the Harbor Capacity Study Steering Committee's next scheduled meeting should be in November for them to review the results and make a recommendation to Council

According to Mr. O'Connor, in the first week of counting vessels, 6,500 went in and out of the Harbor, which equals to about a vessel a minute in a twelve hour day.

Lastly, Mr. O'Connor introduced the new planner, Christopher Willis to the Board members and explained that Mrs. Tunazzina Alam has moved to Iowa.

7. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:00 p.m.

Adopted and approved this _____ day of _____ 2022.

_____ _____

Richard Hoey, Chairman Kim Montgomery, Deputy City Clerk

PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, AUGUST 9, 2022 - 5:30 PM
DESTIN CITY HALL BOARDROOM

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, August 9, 2022, at 5:30 p.m., with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	**Staff**
James T. Wood, Jr.	Kim Montgomery Deputy City Clerk
John Green	Michael Burgess PW Director
Tom Weidenhamer	JT Hart PW Deputy Director
Marcie Bell	
John Stephens	
Sam Perman	

3. APPROVAL OF MINUTES: July 12, 2022

Motion to approve the minutes of the July 12, 2022, meeting was made by Committee member Bell with Committee member Stephens providing the second. The motion passed 5-0.

4. NEW BUSINESS:

- **Discussion of Traffic Control / Pedestrian Safety Measures for FY23, pricing and placement**

Mr. Hart spoke of the options to purchase for pedestrian controlled crossing lights.

- Roadway Light Assembly & RRFBs - solar powered $31,550.00
- Safewalk Illuminator - solar powered single direction $ 7,950.00
- Blinker signs & RRFBs Assembly $10,450.00
- Single Direction RRFBs Assembly $ 7,250.00

He also mentioned that there are several different companies that provide the same kind of products in this type of market, which is good, since he needs to obtain multiple quotes per the Operating Instructions from the Finance Department.

Committee member Stephens asked if the Hybrid design is too costly to consider? The Chairman stated they are $150k per unit.

Mr. Burgess spoke of how he agrees that consistency, to use the same kind of product throughout the city is the key and is what Chairman Wood's expressed at their last meeting.

Committee member Green asked how many extras they planned to purchase in the event that once installed, they are damaged from an accident. According to Mr. Hart, staff will have one extra complete set on hand. Committee member Green suggested adding additional dollars to the total costs to purchase and have on hand extra parts for any necessary repairs to the units.

Chairman Wood stated that he prefers Option #2.

Committee member Smith stated they need to ensure that the units purchased and installed in the area by the Airport are FAA approved.

Committee member Bell asked if option #2 could have flashing lights added to them later if it's determined that they are needed? According to Mr. Hart they can be added.

Motion by Chairman Wood to purchase ten (10) units of the #2 option which is the Safewalk Illuminator - solar powered single direction at $7,950.00 a unit. Committee member Bell provided the second.

In discussion, a question was posed about the timeline of getting these installed. According to Mr. Burgess, he would have to take this to Council for approval and then it would be about a 10-days for the P.O. process. After that, just ordering them and the wait time for them to come in.

Chairman Wood suggested for staff to perform a few test projects at a couple of locations first.

There was a brief discussion about having some locations chosen to install them to test how well they are used and their performance. Mr. Burgess stated that he would place them on collector streets at mid-block crossings on Airport Road and an area on Legion Drive.

Chairman Wood suggested the area in Gulf Shore Drive where there have been issues with landscaping blocking the view of pedestrians cross in front of traffic.

Committee member Bell suggested the cross at O'Steen instead since all that is there is the painted crosswalk and nothing else, the other location mentioned, do have stop signs.

Committee member Perman spoke of all the beach accesses in Crystal Beach are dark as well as the west entrance of the Crab Trap, that gets so backed up.

Committee member Smith spoke of how those areas along the beach have to first be assessed for turtle protection before any lighted fixtures can be placed.

Chairman Wood amended his motion to add, **that none will be located near any beaches**, with Committee member Bell agreeing to the amended motion and providing a second. With no further discussion, the Chairman called for the vote and, **the motion passed 6-0.**

Chairman Wood spoke of how the funds left over from last years allocations should be enough to cover these purchases and spoke of the 2-speed humps that were discussed at the last Council Meeting that are needed at the childcare on Beach Drive. Mr. Burgess reminded the member that there are also the two that were requested at their last meeting to consider and quoted at $7,500.00.

Committee member Green asked if there is anything that can be done about the people riding their bikes on the wrong side of the road. The member discussed a recent death of a bicyclist being hit by a car.

5. OLD BUSINESS:

➢ **Stormwater/Floodplain Issues – Public Comment**

None

➢ **Public Works/Emergency Update – August 2022**

Mr. Hart provided the following updates to the members.

Operational Update Recent & Upcoming Council Agenda Items

- July 11 –Solid Waste Franchise Ordinance, 1st Reading
- August 1 – Flood Insurance Update, Risk Rating 2.0
- August 1 – Solid Waste Franchise Ordinance, 2nd Reading (continued)
- August 11 – Budget Hearing #4
- August 15 – Solid Waste Franchise Ordinance, 2nd Reading
- September 8 – 1st Budget Hearing
- September 19 – 2nd Public Hearing Project Update
- Construction of additional Office Space at Shop, completed
- US98 Median Improvements, underway – plant removal, irrigation, wells, pavers

Mr. Burgess added that the original contract for this project was supposed to be up on August 27th. But due to supply chain and other issues it has been extended out at least 60-days.

- New Toy Trailer for pumping equipment, upgrades and outfitting completed
- New F150s (2) – early August
- New JD Tractor and New JD Loader – Mid August or earlier

- New Dump Truck - TBD
- New Brush Chipper – early August Emergency Management Update

Operational Update

- Hurricane Season started June 1
- Hurricane Guide for 2022, published on Facebook & Next Door, paper copies available

➢ **Member Comments**

- **Committee member Perman**

Mentioned how she is very concerned over the different means of transportation that people are using now and how they are not obeying the rules of the roads. The members discussed this concern at length. The main discussion was about the use of LSVs and even golfcarts on the roads by people that either should not be operating them because they are not of age, too many people in them, and not properly road certified. As well as the use of motorized bikes, scooters, and one wheeled motorized skateboards.

Additionally, there was a discussion about Walton County's LSV program and how their sheriff's department stays on top of the enforcement of their laws and how the city may need to implement a similar program possibly associated with the Short Term Rental Registration requirements.

Committee member Bell spoke of how this problem needs to be addressed like how the livery vessel program was decided and how it could be enforced.

Mr. Burgess spoke of how this concern was taken to Council and ultimately, they chose to enforce the State's Statutes with LSV's only being allowed to be operated on Hwy 98 and 293 at signalized Intersections. He mentioned that it all boils down to the 5-E's:

- Encouragement
- Education
- Enforcement
- Evaluation
- Engineering

Motion by Committee member Smith to recommend City Council begin a public education program on Low-Speed Vehicle Laws and start that program by funding the purchase of stickers using the Walton County program as an example. Committee member Stephens provided the second. The motion passed 6-0.

- **Committee member Smith**
  - **Four Prong Lake Flooding Analysis**

Committee member Smith explained that the long term solution to the problem is going to take some time with the permit that has been started with the State in regard to the preliminary design. For a short-term solution, one being emergency management pumping and the second being in the area of public safety when emergency pumping has to occur; to prevent any tripping hazards. He recommends installing Cal-Lock piping system and a horizontal directional boring below Scenic Hwy 98 and installing valve boxes on either side of the Cam-Lock pipes to hook up and pump the water into the Gulf.

Motion recommend City Council direct staff to engage the city and the homeowner's associations in the area for the feasibility to develop a pumping strategy that works for Four Prong Lake with a cost share agreement.

Committee member Green amended the motion to add, that the homeowner's association be requested, not asked that part of their responsibility would be paying a portion of the fees. Committee member Bell provided the second. In discussion, Committee member Green stated that the cost should be something that is shared and should not be a one way cost.

Committee member Bell pointed out that looking at the map, there is a utility easement and asked why it's not used to pump the water.

According to Committee member Smith, the entire water shed is massive because that is a Coastal Dune Lake that initially naturally flowed to the Gulf but was closed off when Scenic Hwy 98 was built, which didn't matter until it was developed. He additionally expressed that the management of it should have been on the State, the County and City and not an HOA, to offset the costs. **With no further discussion, the Chairman called for the vote and the motion passed 6-0.**

- **Public Comment**

Todd Buhr 4510 Luke Avenue informed the committee members that there is a 35 mph sign that is located on the highway near Sherwin Williams store that is half bent over adding that is could cause some confusion. Mr. Hart stated that he would inform Ferovial, who is the contractor for FDOT.

He then spoke of the ongoing issues of people parking over and blocking sidewalks and how it is an ongoing problem for people that have any kind of mobility challenges. Stressing how he's afraid that someone is going to get hurt. And lastly, the problem of people parking in the streets whether it be landscaping businesses or construction crews and suggests, for a public safety standpoint, that certain roadways in Crystal Beach be changed to one-way streets to help reduce pedestrian and oncoming traffic conflicts.

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 Rey Bailey, City Clerk

ITEM # 2022-5719

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: August 29, 2022

SUBJECT: Continuing Financial Audit Services - RFP 22-07-FIN

I. BACKGROUND: The current contract with EFPR Group was a three year contract with options for two extra renewals which covered audits for the fiscal years ending 2016 - 2020. Council agreed to extend EFPR Group's contract for one additional year to cover the audit of the fiscal year ended September 30, 2021. It is recommended that the City request proposals for Financial Audit services every five years.

At the July 11, 2022 regular council meeting, an Auditor Selection Committee was formed and four (4) members were appointed. Councilman Jim Bagby was appointed as the Chairperson of the Auditor Selection Committee. James (Jim) Wood, Thomas Weidenhamer, and Marcie Bell were appointed as committee members.

The Auditor Selection Committee met on July 18, 2022 to review and edit a draft Request for Proposals (RFP). The final edited RFP was issued to the public on July 19, 2022. Questions from proposers were accepted through August 9, 2022. An addendum was issued to the public on August 11, 2022 with answers to all questions received. The proposals were opened and recorded by the City Clerk at 2:00pm CDT on August 18, 2022. The proposals with scoresheets were routed to committee members for their review.

The RFP, the one Addendum, and the three proposals received are attached. Each of the Auditor Selection Committee meetings and the bid opening were all open to the public. Recordings and notes for the meetings are available from the Clerk's office.

II. DISCUSSION: The Auditor Selection Committee members met on August 22, 2022 to discuss the proposals received. At this meeting, the members remitted their final scores and scoresheets to the City Clerk. At this meeting, the Committee members decided the ranking scores were clear and that the tentative in-person presentations were not necessary. Several committee members had called the references for each of the proposers and discussed their conversations with past clients. All proposers received positive reviews from their current and former clients.

Three proposals were received. The proposals were reviewed to ensure all required information requested was included in the package submitted. The proposals were scored for:

Firm Qualifications and Experience (Max 30 points per reviewer)
Management and Staff Experience (Max 30 points per reviewer)
Methodology (Max 20 points per reviewer)
Pricing (Max 20 points per reviewer)

The score tabulation sheets are attached. The firms ranked as follows:

1. Mauldin & Jenkins (380.65 points)
2. EFPR Group (336.00 points)
3. James Moore & Co. (332.62 points)

Mauldin & Jenkins earned the highest number of points for Firm Qualifications and Experience due to their experience with such a large number of Florida local governments. They also earned the highest number of points for Management and Staff Experience because of the large number of staff profiles with high amounts of expertise with Florida local governments.

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

B. Effect on Budget (EOB):
The Mauldin & Jenkins proposed quote to audit the fiscal year ending September 30, 2022 totals $44,300 ($33,400 General Audit + $5,900 CRA Audit + $5,000 Single Audit). Staff believe we will meet the Single Audit threshold due to expenditures over $750,000 for the FDOT-sponsored Cross-Town Connector ROW capital grant.

	0151320	10255231	11055235	
Mauldin & Jenkins	**GF Finance**	**TC CRA**	**Harbor CRA**	**TOTAL**
PO Line#1: General Audit	$ 27,400	$ 3,000	$ 3,000	$ 33,400
PO Line#2: CRA Audit		2,950	2,950	5,900
PO Line#3: Single Audit	5,000			5,000
	$ 32,400	$ 5,950	$ 5,950	$ 44,300

	0151320 GF Finance	10255231 TC CRA	11055235 Harbor CRA	TOTAL
532000 Audit Services	$ 30,000	$ 8,000	$ 6,000	$ 44,000
FY22 Adopted Budget	30,000	8,000	6,000	44,000
PY Rollforwards for Open Encumbrances	25,500	2,000	2,000	29,500
Internal Budget Transfer	2,400	-	-	2,400
Revised Budget	57,900	10,000	8,000	75,900
Previous Expenses/Encumbrances	(25,500)	(2,000)	(2,000)	(29,500)
Available Program Budget	32,400	8,000	6,000	46,400
This Agreement +(-)	(32,400)	(5,950)	(5,950)	(44,300)
FY22 Remaining Program Budget	$ -	$ 2,050	$ 50	$ 2,100

C. Level of Service (LOS): Maintains current level of service.

D. Legislative Sponsor: Jim Bagby

III. CONCLUSION: The Auditor Selection Committee recommend issuance of a contract to Mauldin & Jenkins to complete the audits for fiscal years ending 09/30/22, 09/30/23, and 09/30/24 with optional extensions to audit the fiscal years ending 09/30/25 and 09/30/26.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to engage Mauldin & Jenkins to conduct Financial Services Audits for fiscal years ending 09/30/22, 09/30/23, and 09/30/24 with optional extensions to audit the fiscal years ending 09/30/25 and 09/30/26.

Attachments:

1. Score Sheet - Auditor Selection Committee - Tabulated
2. Tabulation Sheet -Auditor Selection Committee - Continuing Audit Services - RFP 22-07-FIN
3. Proposal - Mauldin & Jenkins
4. Proposal - James Moore & Co.
5. Proposal - EFPR
6. RFP 22-07-FIN Audit Services Destin Florida
7. 1st Addendum - RFP 22-07-FIN Audit Services Destin Florida

City of Destin

RFP# 22-07-FIN

SCORE TABULATION SHEET

Bid Committee Member _____ CONSOLIDATION OF ALL 4 COMMITTEE MEMBERS

Date ____08/22/2022____

RESPONDENTS	Firm#1 Mauldin & Jenkins	Firm#2 James Moore & Co	Firm#3 EFPR Group	Firm#4
Submittal Requirements Received:				
Coversheet (y/n)	Y	Y	Y	
Table of Contents (y/n)	Y	Y	Y	
Transmittal Letter (y/n)	Y	Y	Y	
Firm Qualifications and Experience (y/n)	Y	Y	Y	
Management Staff Experience (y/n)	Y	Y	Y	
Methodology (y/n)	Y	Y	Y	
Attachment#1: Price Proposal (y/n)	Y	Y	Y	
Attachment#2: Addenda Confirm (y/n)	Y	Y	Y	
*Attachment#3: Independence Statement (y/n)	Y	Y	Y	
*Attachment#4: Firm Registration with Florida DPPR (y/n)	Y	Y	Y	
*Attachment#5: CPA licenses for Key Staff (y/n)	Y	Y	Y	
*Attachment#6: Peer Review of Quality Control (y/n)	Y	Y	Y	
*Attachment#7: Proof of Insurance (y/n)	Y	Y	N	
*Attachment#8: Public Entity Crimes Statement (y/n)	Y	Y	Y	
*Attachment#9: Drug Free Workplace Certification Form (y/n)	Y	Y	Y	
Firm Qualifications and Experience (Max 30 points)	110.00	95.00	85.00	
Management and Staff Experience (Max 30 points)	115.00	100.00	95.00	
Methodology (Max 20 points)	80.00	80.00	80.00	
Pricing (Max 20 points)	75.65	57.62	76.00	-
Total Score (Max 100 Pts)	**380.65**	**332.62**	**336.00**	

Attachments marked with " * " are mandatory and must be included with the proposal. Failure to include these mandatory attachments may result in a determination that the proposal is incomplete and could result in the proposal's exclusion from the evaluation and ranking process.

	NOTES			
Firm Qualifications and Experience (Max 30 points) Work experience described shows five or more years of audits of cities of similar size (75-125 employees; Annual Budget of $35 million). Work experience suggests compentence in items listed in the Scope of Work (financial statement audits, internal controls, schedules of federal/state expenditures, compilations of Florida CRA financial reports, Deep Horizon reports, reports required by Auditor General of Florida). The firm appears stable with adequate capable staff. Firm has a positive record of meeting schedules on similar projects. Firm participates in state CPA societies, GFOA and state Finance Officers Associations. Firm stays current with GASB statements, guidelines and best practices. This section should include a description of the firm's quality assurance practices.				
Management and Staff Experience (Max 30 points) Key staff have the required education and qualifications (current CPA license). Key personnel have a minimum of five years experience auditing local governments of similar size. Key personnel have experience issuing reports required by the Auditor General of Florida. Quality of staff and consistency will be assured over the term of the agreement.				
Methodology (Max 20 points) Approach to completing the tasks specified in the Scope of Work appears reasonable and adequate. Work plan includes an explanation of the audit methodology to be followed. Sources of information described include publications readily accessible by the public. The implementation schedule with a final report delivery date and key project milestones and timelines for deliverables appears reasonable. Assumptions used in developing the schedule are identified.				
Pricing (Max 20 points) Lowest 5-year Proposed Amount ---------- x 20 points This proposal's 5-year Proposed Amount	18.55	15.21	20.00	

	Mauldin & Jenkins	James Moore & Co	EFPR Group
5-year total audit + State/Federal + CRA	**$ 227,500**	**$ 277,500**	**$ 211,000**

CONTINUING FINANCIAL AUDIT SERVICES

(RFP 22-07-FIN)

(Tabulation Sheet)

	Jim Bagby		*Jim Wood*		*Tom Weidenhamer*		*Marcie Bell*	
FIRM								**TOTALS**
Mauldin & Jenkins	**100**		**88.55**		**98.55**		**93.55**	**380.65**
James Moore & Co.	**82**		**85.21**		**85.21**		**80.21**	**332.63**
EFPR Group	**81**		**100**		**80.00**		**75.00**	**336.00**

MAULDIN & JENKINS
mjcpa.com
1401 Manatee Avenue West, Suite 1200
Bradenton, FL 34205

City of Destin, Florida

Proposal to Provide Financial Audit Services to the City of Destin, RFP 22-07-FIN

Fiscal Year September 30, 2022 through 2024

Mauldin & Jenkins Certified Public Accountants
Contact Person: Wade Sansbury, CPA, Partner
Phone: 941-747-4483
Fax: 941-747-6035
Email: wsansbury@mjcpa.com
August 18, 2022 | 2:00 PM

ORIGINAL

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CITY OF DESTIN FLORIDA

World's Luckiest Fishing Village

MAULDIN & JENKINS

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Transmittal Letter

August 18, 2022

City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Ladies and Gentlemen:

We appreciate the opportunity to propose on providing audit services to the City of Destin, Florida (the "City"), and we are pleased to submit a qualifications package including cost estimates to provide annual financial and compliance auditing services for the City. The contract for such audit services will be for the fiscal years ending September 30, 2022 through 2024, with the opportunity for renewal of two additional one year contract periods upon mutual agreement between the City and Mauldin & Jenkins, LLC.

We have read the Request for Proposal (RFP) and fully understand its intent and contents. We understand the timeframe for performance of the annual financial audits as stipulated by the City and agree to provide the services described in the proposal. We will conduct preliminary and final fieldwork and will work with the City as closely as possible to issue all of the deliverables ahead of the City deadline. Our Firm is, and all significant personnel listed within this proposal are, licensed to practice in the State of Florida and are qualified to provide all services requested by the City. We are a southeastern regional firm with Florida offices in Bradenton and Sarasota. Our Bradenton office location has approximately 40 employees available to serve the City.

Mauldin & Jenkins is committed to client service. We are committed to building relationships with our clients, obtaining a thorough understanding of our client's organization and needs, working with clients as trusted advisors, and delivering a high quality final product on time. There are many factors necessary to achieve quality client service. The following are some features we would like to highlight which differentiate us from other firms:

- **Governmental Experience:** Our Firm has made the governmental sector a primary industry focus. We have served the audit and compliance needs of numerous governmental entities over the years, and remain committed to serving this sector. We provide the following statistics related to our governmental practice:
  - **Over 650 governmental entities** served in the Southeast on an annual basis, which includes **over 150 municipalities**.
  - **140+ full-time equivalent professionals** with current governmental accounting experience.
  - We serve over **150 entities** who receive the **GFOA Certificate of Achievement for Excellence in Financial Reporting** on an annual basis.
  - We serve as the plan auditor for approximately **30 single employer defined benefit pension plans** in Florida, and currently audit in excess of $2.5 billion in Florida pension assets.
  - We serve over **225 entities** requiring **federal/state Single Audits** annually.

- **Experience with Notable Municipalities in the Southeast:** We are the current auditor of some of the most notable and recognized municipalities in the Southeast. These clients include Naples, Marco Island, and Hallandale Beach, Florida; Atlanta and Savannah, Georgia; and Charleston, South Carolina.

- **Experienced Personnel**: The personnel included in this proposal for your engagement have numerous years of professional experience in the governmental sector and are dedicated to serving this industry. We make every effort to retain experienced and qualified staff which will assist in providing staff continuity. The quality of the proposed engagement team is the clearest evidence of our commitment to serve you.
- **Responsiveness and Large Firm Resources with Small Firm Sensitivity**: We pride ourselves in responding to the needs of our clients; not only the ability to meet deadlines, but also to respond to other requests. Our ability to be responsive is enhanced by the open communications and good working relationship we have with our clients. Our resources provide for the flexibility to meet your needs and to perform our services in an efficient and effective manner.
- **Information Technology Services**: We are proud to be one of the few firms in the Southeast to utilize Artificial Intelligence tools as part of our audit process. We also use a web-based file transfer software called Suralink. These tools provide for a more effective and efficient audit. We also have resources to address the evolving cybersecurity threats to your government by having Certified Information Systems Auditors ("CISA") on staff and who are certified by the American Institute of CPAs ("AICPA") to provide cybersecurity advisory services and the newly created cybersecurity assessment.
- **Education**: Presently, Mauldin & Jenkins clients have the opportunity to register and receive a minimum of **sixteen hours** of **complimentary** continuing education on an annual basis. We take our experience in serving governments, and choose timely and relevant topics to provide ongoing education to our clients. We believe education and training to be a key element of serving our governmental clientele. These classes are taught by Mauldin & Jenkins professionals, who also spend time each year teaching at various National and State Governmental Conferences.
- **Nationally Recognized**: Mauldin & Jenkins is consistently ranked in the Top 100 by various publications as one of the largest certified public accounting firms in the country. We are a regional firm, but the Firm's influence is shared nationally. Our partners have volunteered to serve: as the American Institute of CPA's (AICPA's) sole representative to Government Accounting Standards Advisory Council (GASAC); the 2015 Chairman of the Board of the AICPA; and a board member of the International Federation of Accountants (IFAC) in 2016. **In January 2020, our own Joel Black accepted the opportunity to serve as the Chairman of the Governmental Accounting Standards Board (GASB)**. Mauldin & Jenkins is a leader nationally.

We realize the difficulty in selecting an audit firm. By continuing with Mauldin & Jenkins, you will be provided excellent client service and operational best practices stemming from our service to hundreds of governmental entities. We understand the work requested and are committed to meeting your needs. Thank you very much for considering our Firm and allowing us to present our proposal. This proposal represents a firm offer for 90 days from the date of the proposal. As a partner of Mauldin & Jenkins, Wade Sansbury is authorized to bind and make representations for the Firm. He will be the ultimate party responsible for the quality of the report and working papers. Wade is out of our Bradenton, Florida office.

Sincerely,
MAULDIN & JENKINS, LLC

Wade Sansbury, CPA, Partner
wsansbury@mjcpa.com
1401 Manatee Ave West, Suite 1200
Bradenton, Florida 34205
941-741-2255 (direct)
855-891-0070 (toll free)

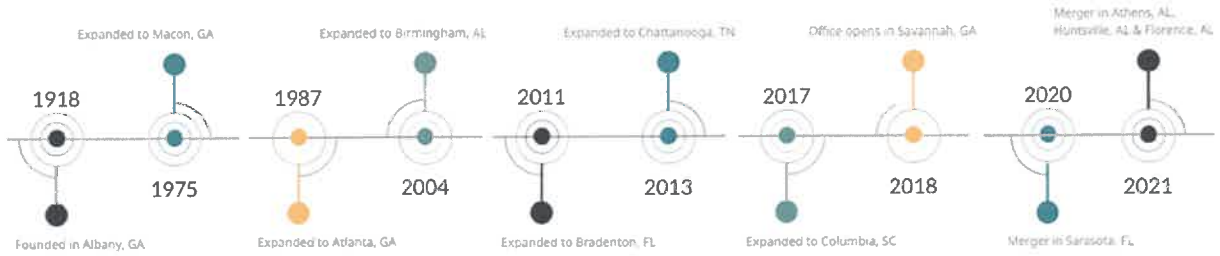
Firm Qualifications and Experience

Firm Organization and Size

Mauldin & Jenkins was formed in 1918, and has been actively engaged in governmental auditing since its inception. We have been operating in Florida since 2011. Mauldin & Jenkins is considered to be one of the Southeast's largest locally owned providers of audit and accounting services, and one of the largest certified public accounting firms in the country. Mauldin & Jenkins serves clients throughout the southeastern United States. Mauldin & Jenkins is considered to be a large regional firm.

Mauldin and Jenkins has offices located in Bradenton and Sarasota, Florida; Atlanta, Macon, Albany and Savannah, Georgia; Chattanooga, Tennessee; Columbia, South Carolina; Athens, Huntsville, Florence, and Birmingham, Alabama. We have a practice structure with the scale to serve governmental clients well due to the efficient allocation of resources in our geographic area.

Firm History and Expansion



Mauldin & Jenkins provides over 139,000 hours of service to governmental entities on an annual basis. The Firm's governmental practice is the largest niche in the Firm representing approximately 30% of the Firm's total practice. However, size and resources alone are not the most meaningful measure of success; in the end, our clients remain the best judges of Mauldin & Jenkins' value. Other key information relative to the size and experience of Mauldin & Jenkins is as follows:

- **410,000** - approximate total hours of service provided annually to clients of the Firm
- **139,000** - approximate total hours of service provided annually to governmental clients
- **54%** - percentage of governmental practice as compared to Firm's attestation practice
- **30%** - percentage of governmental practice as compared to Firm's overall practice
- **650** - approximate total governmental entities served in past three years
- **430** - total number of Firm personnel
- **154** - total clients served who obtain the GFOA/ASBO Certificates
- **47**- total clients with publicly issued debts in excess of $75 million
- **68** - total number of Firm partners
- **22** - total number of full-time governmental partners and directors
- **16** - total number of full-time governmental managers
- **140** - total number of professionals with current governmental experience
- **226** - number of federal Single Audits performed by the Firm in 2020 (more than any other firm in our geographic service area)

A Century of Service

Mauldin & Jenkins' commitment to government began when our Firm was established in 1918. Since then, we have viewed service to governments as significant to the overall success of the Firm. Today, the governmental sector is an industry that has been specifically identified for our continued growth in professional services. Accordingly, all professionals, from entry-level accountants to partners (who select the governmental sector as their focus), are trained to understand the issues and meet the needs of state and local governmental entities.

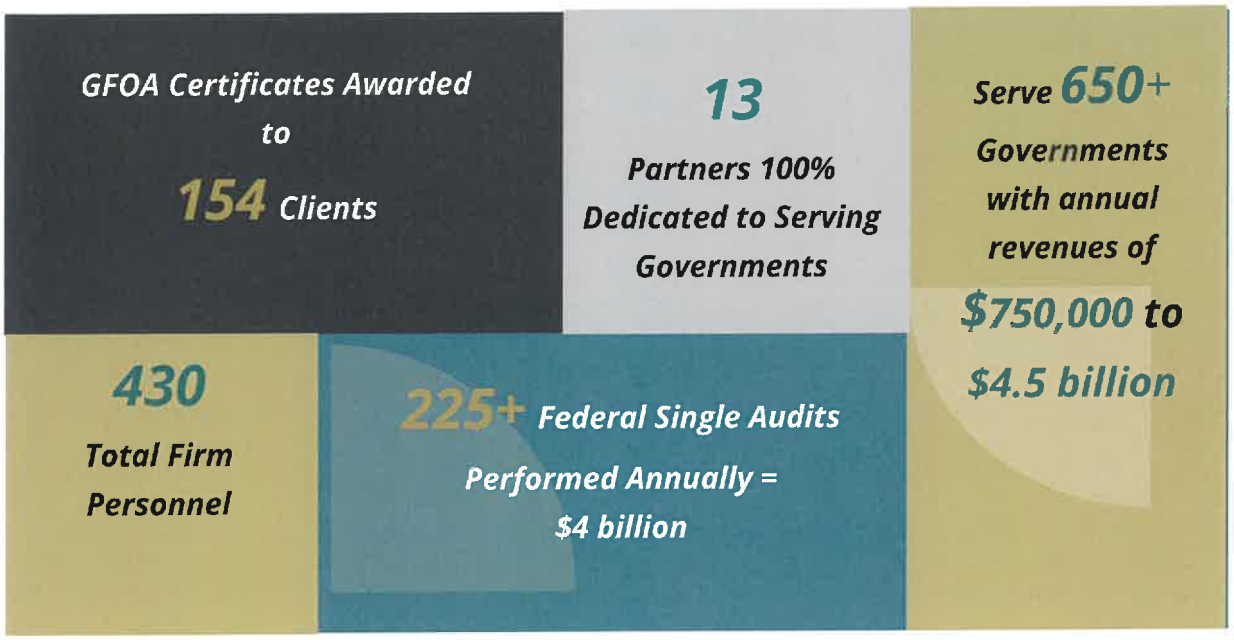
As noted previously, Mauldin & Jenkins employs **38 partners, directors and managers** who dedicate **100%** of their time serving governmental clients. We also have numerous additional professionals with current experience in providing services to governmental entities – many of whom spend their time exclusively on governmental clients. Mauldin & Jenkins' dedicated professionals can bring a comprehensive understanding of the issues that face government entities as well as "bench strength" at all levels, allowing us to respond swiftly and effectively to your evolving needs.

The goal of our governmental practice is to help governments improve their financial processes and strategies so that they can in turn, achieve their goal of improving the lives of their citizens. This shared commitment to the goals of our clients has resulted in a significant government clientele. As noted in our Transmittal Letter, we currently **serve over 650 governments in the Southeast**.

Location of the Office from which the Work is to be Performed

The Bradenton office will be the office providing services to the City, and employs **15 professionals with current experience in providing services to governmental entities** and who will meet the continuing professional education requirements set forth in the U.S. General Accounting Office *Government Auditing Standards*. In addition to specializing in assurance and consulting services for local governments, the Bradenton office also provides assurance and consulting services for nonprofit and financial institution organization, as well as tax and advisory services for individuals and business. A further profile of the Bradenton office and the Firm's **professional** staff as a whole is as follows:

Professional Staff by Level	Bradenton	Firm-Wide
Partners	8	58
Managers	6	82
Senior Associates	6	42
Other Associates and Consultants	23	248
Total	43	430



Membership

Our Firm is a member in good standing with all of the following professional organizations: American Institute of Certified Public Accountants (AICPA), Florida Institute of Certified Public Accountants (FICPA), Government Finance Officers Association (GFOA), the Florida FGOA, and the AICPA Governmental Audit Quality Center. We are committed to the governmental sector as well via our involvement with these organizations as well as our volunteer work we provide via training and speaking engagements with these and other organizations. Note that as mentioned in our Transmittal Letter, our very own Joel Black is now currently serving as Chair of the Governmental Accounting Standards Board. We have also had Firm personnel serve as the Florida Institute of CPAs Board Chairman and the AICPA Board Chairman. These are all evidence of our presence within the national governmental market place and also serves as examples of our commitment to the governmental sector.

Assistance with GFOA Certificate Program

Mauldin & Jenkins serves over 150 entities who seek and receive the GFOA Certificate on an annual basis. As part of the audit process, we review the entire Annual Comprehensive Financial Report, and complete the GFOA Disclosure Checklist to ensure all requirements are met. Additionally, we obtain and evaluate the GFOA points the City received from the prior fiscal year to make sure each comment (if applicable) was addressed, and assist the City in drafting their response to each GFOA point. Lastly, we are available to assist management in the GFOA application process to ensure all requirements have been met. Mauldin & Jenkins is proud to state that all clients who have applied for the award have received it.

Governments Served in the Past Three Years

Perhaps the greatest indicator of our reliability as a professional service provider to state and local governments is our list of governmental clients.

The following governmental client listings are provided to demonstrate Mauldin & Jenkins' vast experience serving the governmental sector, and these listings are broken down by type of governmental unit, and the respective listings represents clients we have served in the past three years (and not over a lifetime).

Cities. Cities we have served within the past three years are as follows. Please also note that over the past two years we have also provided separate audits for numerous Community Redevelopment Agencies as required by the State of Florida.

Georgia

1) Albany
2) Alpharetta
3) Americus
4) Ashburn
5) Atlanta
6) Austell
7) Bainbridge
8) Baldwin
9) Ball Ground
10) Barnesville
11) Bloomingdale
12) Brookhaven
13) Brunswick
14) Byron
15) Cartersville
16) Cedartown
17) Centerville
18) Chamblee
19) Chattahoochee Hills
20) Clarkston
21) College Park
22) Conyers
23) Cordele
24) Covington
25) Dalton
26) Decatur
27) Doraville
28) Douglasville
29) Duluth
30) Dunwoody
31) Fairburn
32) Fayetteville
33) Flovilla
34) Forest Park
35) Forsyth
36) Garden City
37) Grovetown
38) Griffin
39) Hapeville
40) Hinesville
41) Holly Springs
42) Jefferson
43) Jeffersonville
44) Johns Creek
45) Kennesaw
46) Kingsland
47) LaGrange
48) Lawrenceville
49) Leesburg
50) Lilburn
51) Lone Oak
52) Lyons
53) Milledgeville
54) Milner
55) Milton
56) Monroe
57) Morrow
58) Nashville
59) Oxford
60) Peachtree City
61) Peachtree Corners
62) Pearson
63) Perry
64) Pooler
65) Powder Springs
66) Port Wentworth
67) Richmond Hill
68) Riverdale
69) Rockmart
70) Rome
71) Roswell
72) Sandy Springs
73) Savannah
74) Sharpsburg
75) Social Circle
76) South Fulton
77) St. Marys
78) Stockbridge
79) Stonecrest
80) Suwanee
81) Temple
82) Thomasville
83) Thunderbolt
84) Tifton
85) Toccoa
86) Tucker
87) Turin
88) Tybee Island
89) Union City
90) Valdosta
91) Villa Rica
92) Waycross
93) West Point

Alabama/Mississippi

94) Athens, AL
95) Huntsville, AL
96) Tuscaloosa, AL
97) Gulfport, MS
98) Meridian, MS

Florida

99) Apopka
100) Callaway
101) Clewiston
102) Crystal River
103) Fernandina Beach
104) Ft. Myers Beach
105) Haines City
106) Hallandale Beach
107) Indiantown
108) Islamorada
109) Jupiter Inlet Colony
110) LaBelle
111) Lake Placid
112) Longboat Key
113) Marco Island
114) Naples
115) New Port Richey
116) North Port
117) Pensacola
118) Pinecrest
119) Plant City
120) Tarpon Springs
121) Tequesta
122) Wildwood

North Carolina

123) Asheville
124) Black Mountain
125) Garner
126) Hendersonville
127) Jacksonville
128) Rocky Mount
129) Selma
130) Zebulon

South Carolina

131) Aiken
132) Beaufort
133) Cayce
134) Chapin
135) Charleston
136) Clemson
137) Clover
138) Hanahan
139) Hardeeville
140) Hemingway
141) Hilton Head Island
142) Hollywood
143) Georgetown
144) Goose Creek
145) Johnsonville
146) Kiawah Island
147) Mount Pleasant
148) North Augusta
149) North Charleston
150) Orangeburg
151) Pamplico
152) Rock Hill
153) Seabrook Island
154) Summerville

Tennessee

155) Bristol
156) Clarksville
157) Jamestown
158) Jackson
159) Spring Hill

Certificates of Achievement and Excellence in Financial Reporting

Mauldin & Jenkins has served **over 650 governments** in the past several years, and **154** governmental units who obtain the GFOA's Certificate of Achievement for Excellence in Financial Reporting (and, or the ASBO's Certificate of Excellence in Financial Reporting). We ***have never failed to obtain the Certificate!*** Every Annual Comprehensive Financial Report submitted has received the award. The following are our current clients:

Counties:

1) Athens-Clarke
2) Augusta-Richmond
3) Barrow
4) Beaufort, SC
5) Cartersville
6) Chatham
7) Clayton
8) Colleton, SC
9) Columbus-Muscogee
10) Dekalb
11) Douglas
12) Edgefield, SC
13) Floyd
14) Forsyth
15) Glynn
16) Greenville, SC
17) Gwinnett
18) Halifax, NC
19) Hamilton, TN
20) Henry
21) Jackson
22) Lancaster, SC
23) Liberty
24) Macon-Bibb
25) Morgan
26) Newton
27) Oconee, SC
28) Orange, NC
29) Paulding
30) Richland, SC
31) Rockdale
32) Spalding
33) Walton
34) Whitfield

Cities:

35) Aiken, SC
36) Albany
37) Alpharetta
38) Americus
39) Apopka, FL
40) Austell
41) Ball Ground
42) Beaufort, SC
43) Black Mountain, NC
44) Bluffton, SC
45) Bradenton, FL
46) Bristol, TN
47) Brookhaven
48) Brunswick
49) Callaway, FL
50) Cartersville
51) Cayce, SC
52) Chamblee
53) Charleston, SC
54) Chamblee
55) Chapin, SC
56) Clarksville, TN
57) Clemson, SC
58) College Park
59) Conyers
60) Cooper City, FL
61) Covington
62) Decatur
63) Douglasville
64) Dunwoody
65) Fayetteville
66) Fairburn
67) Forest Park
68) Garden City
69) Griffin
70) Gulfport, MS
71) Haines City, FL
72) Hallandale Bch, FL
73) Hapeville
74) Hardeeville, SC
75) Hendersonville, NC
76) Hinesville
77) Holly Springs
78) John's Creek
79) Kennesaw
80) Kiawah Island
81) Kingsland
82) Marco Island, FL
83) Lagrange
84) Lawrenceville
85) Longboat Key, FL
86) Milledgeville
87) Milton
88) Monroe
89) Morrow
90) Mount Pleasant, SC
91) Naples, FL
92) N. Augusta, SC
93) N. Charleston, SC
94) North Port, FL
95) Peachtree City
96) Pensacola, FL
97) Perry
98) Pinecrest, FL
99) Plant City, FL
100) Pooler
101) Port Wentworth
102) Powder Springs
103) Richmond Hill
104) Riverdale
105) Rockmart
106) Rome
107) Roswell
108) St. Marys
109) Sandy Springs
110) Savannah
111) Social Circle
112) Stockbridge
113) Suwanee
114) Thunderbolt
115) Tarpon Springs, FL
116) Thomasville
117) Tuscaloosa, AL
118) Union City
119) Valdosta
120) Villa Rica

Boards of Education:

121) Atlanta Public Schools
122) Beaufort County Schools
123) Bibb County Schools
124) Cartersville City Schools
125) Cobb County Schools
126) Fayette County Schools
127) Fulton County Schools
128) Gwinnett County Schools
129) Horry County Schools
130) Lee County School District
131) Marietta City Schools
132) Richland Co. School District One
133) Savannah-Chatham County Schools

State Governmental Entities:

134) Ga. Environ. Fin. Auth. (GEFA)
135) Ga. Ports Authority

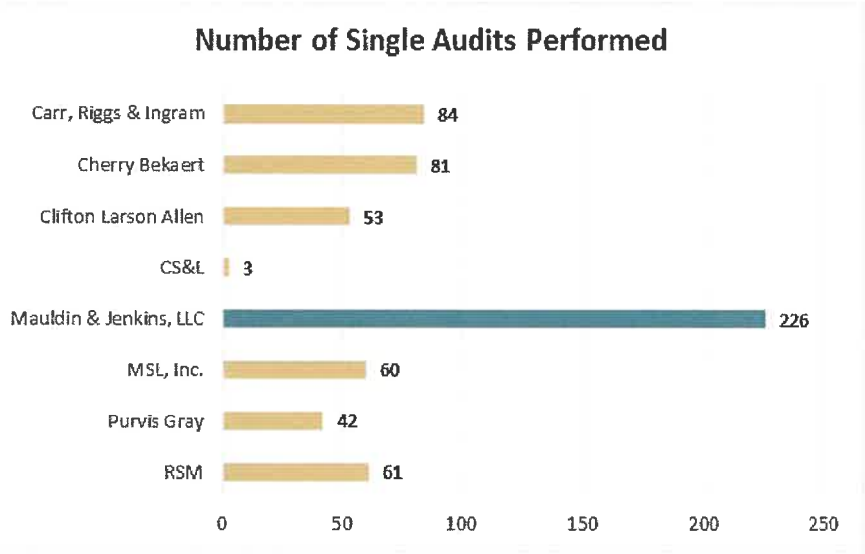
Other Governmental Entities:

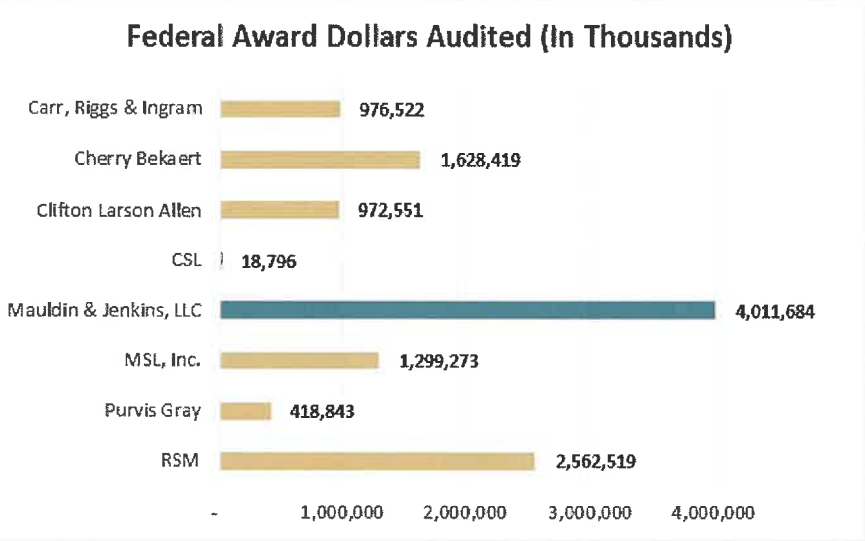
136) Beaufort Jasper Water & Sewer Authority
137) Cape Fear Public Utility Authority
138) Central Savannah River Area Regional Comm.
139) Charleston Water System
140) Clayton County Water Authority
141) Cobb County - Marietta Water Authority
142) Emerald Coast Utilities Authority
143) Greenville Water System
144) Greenwood Commissioners of Public Works
145) Greer Commission of Public Works
146) Henry County Water Authority
147) Lowcountry Regional Transportation Authority
148) Macon Water Authority
149) Mount Pleasant Waterworks
150) North Charleston Sewer District
151) Port of Corpus Christi Authority
152) Public Building Authority of Knox Co. & Knoxville
153) South Florida Transportation Authority
154) Tampa Bay Water Authority

Single Audit Experience

With the distribution of Coronavirus State and Local Fiscal Recover Funds during 2021 and 2022, many entities will require Single Audits over the expenditures of these funds. Mauldin & Jenkins is a leader in providing audit and Single Audit services to governmental and not-for-profit entities in the Southeast similar to the City. We also have substantial experience performing Florida State Single Audits as required by the Florida Auditor General's office. Based on the most recent data provided by the Federal Audit Clearinghouse (FAC) which is for calendar year 2020, Mauldin & Jenkins audited **226 entities** representing approximately **$4 billion in federal expenditures** for state, local government, and non-profit clients which is the:

- **Highest** among public accounting firms in the Southeast as it relates to the number of Single Audits conducted; and
- **Highest** among public accounting firms in the Southeast as it relates to total expenditures audited under the Single Audit Act.





NOTE: The above information was summarized from the Federal Audit Clearinghouse for audits with fiscal year-ends in calendar year 2020 (the last year for which complete information is available) for states in which our Firm has offices.

Governmental Attestation Services

Other attestation services beyond financial and compliance audits which Mauldin & Jenkins currently provides to our clients include:

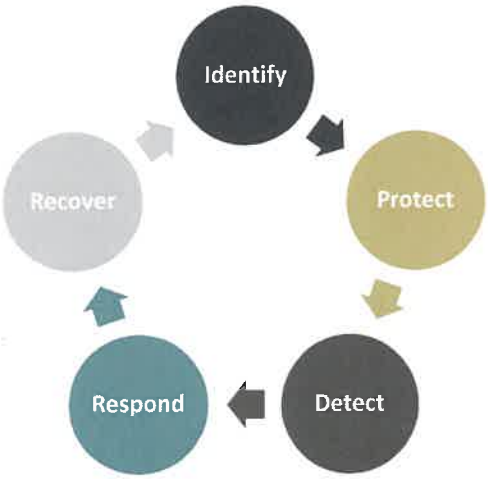
- Forensic audits
- Performance audits
- Information systems audits
- Cybersecurity assessments
- Agreed-upon procedures
- Bond issuance services
- Capital asset inventory services

Governmental IT Solutions

As noted above, Mauldin & Jenkins performs various IT attestation and non-attestation services. The following are three such services.

Cybersecurity Framework Engagements

With governments dealing with IT ransoms, cybersecurity is one of the top issues on the minds of nearly every government (large and small). Managing this business issue is especially challenging. A government with a highly mature cybersecurity risk management program still has a residual risk that a material cybersecurity breach could occur and not be detected in a timely manner.



Services can be provided via: (1) attestation engagements, or (2) consulting engagements. The AICPA has established standards for performing attestation engagements in this arena with the issuance of the SOC for Cybersecurity as part of its suite of System and Organization Controls (SOC) reporting. Consulting services can be provided while not compromising auditor independence.

System Vulnerability Assessments Engagements

This is the process of defining, identifying, classifying and prioritizing vulnerabilities in computer systems, applications and networks infrastructures, and providing an assessment with necessary knowledge, awareness and risks to understand the threats to determine appropriate reactions. Using specialized tools and applications, we can access networks to scan with automated tools and interrogate every device connected to network with the objective of searching for misconfigurations, unsupported software, missing software updates and patches, etc.

Penetration Testing Engagements

This is the practice of testing a computer system to find security vulnerabilities that a hacker/attacker could exploit using automation or manual applications. The process involves gathering information about the target before the test, identifying possible entry points, attempting to break in – actually or virtually – and reporting back the findings. Tests come from external or internal angles of entry. Our main objective is to identify security weaknesses. Penetration testing can also be used to: test an organization's security policy; its adherence to compliance requirements; its employees' security awareness; and, the government's ability to identify and respond to security incidents.

We would like to express our sincere appreciation for the quality of service provided by the staff of Mauldin & Jenkins. We would like to thank you for the level of detail and accountability you have demonstrated on this project and the way you conduct business as a whole. Our team could not be more satisfied with your work and we look forward to continuing this relationship

Angela Jackson, City of Fairburn, Finance Director

Governmental Advisory Services

Beyond traditional audit and accounting services and IT services, we provide advisory services that are wide-ranging in nature. Our experienced government advisory team helps governments, governmental agencies and special purpose governmental organizations balance fiscal responsibility with the latest business strategies to achieve targeted and overarching objectives. Our advisory services can be summarized via the following chart:

Strategy	***Transformation***	***Operational Efficiency and Effectiveness***	***Performance and Management***
Develop and define future visions, goals, and objectives.	*Allow for the successful change from current to desired environment or outcome.*	*Ensure business processes and service delivery are provided in a manner maximizing targeted goals.*	*Ensure outputs and outcomes are producing desired results.*

Quality Control Review (Peer Review)

In the mid 70s, the Private Companies Practice Section (PCPS) was founded by the American Institute of CPAs (AICPA) to establish a voluntary quality assurance program for CPA firms. There are requirements for membership in the section, which include mandatory continuing education for each member of the professional staff and a key element is a tri-annual independent review of a firm's quality control system in its practice of public accounting. Mauldin & Jenkins has been a member of the section from its inception. The peer review aspect has evolved from being voluntary to mandatory and Mauldin & Jenkins is in full compliance with the requirements of having a tri-annual review. In the peer reviewer's latest report dated November 12, 2020, our reviewing firm gave a rating of "pass" which is the highest form of assurance a reviewing firm can render on the system of quality control for our accounting and audit practice.

A copy of the report on external quality control review is provided within this proposal. **The quality control review included a review of specific government engagements**. No letter of comment was received as a result of this review. We are quite proud to be one of the few Southeast based firms to have undergone this review and to have received such an excellent opinion from a large reputable national firm. Our public company practice is also reviewed in accordance with CAQ requirements as administered through the Public Company Oversight Board (PCAOB). Also note, that as part of our quality control system, we perform internal peer reviews by office to ensure compliance with these standards during the two year break period between external peer reviews. Wade Sansbury, Miller Edwards, Daniel Anderson, and Alison Wester have all participated in this process. Additionally, we perform peer reviews for other firms across the country. As such, we have extensive knowledge and experience in this area which helps our Firm maintain sound quality control over our engagements.

No Litigation, Federal/State Desk Reviews or Disciplinary Action

Mauldin & Jenkins has had no cases brought forth against the Firm over the past three years in which our Firm was a named party. Additionally, Mauldin & Jenkins has not had a federal or state desk review or field review of its audits during the past three years. Mauldin & Jenkins has not had any disciplinary actions taken (nor are any pending) against the Firm during the past three years with any state or federal regulatory bodies or professional organizations. We have a long standing history of providing excellent services to our clients and have had no prior record of substandard audit work.

As noted above, there is no pending litigation against our Firm that may be of relevance to the fulfillment of a contract between Mauldin & Jenkins and the City. Additionally, we note no problems that may affect our ability to complete the project as defined in the City's request for proposal.

Free Continuing Education for Governmental Clients

We provide free continuing education for all of our governmental clients. We pick a couple of significant topics tailored to be of interest to governmental entities, and offer the sessions several times per quarter virtually and at a variety of client provided locations resulting in greater networking among our governmental clients. We obtain the input and services of experienced outside speakers along with our in-house professionals.

Examples of subjects addressed in past quarters include:

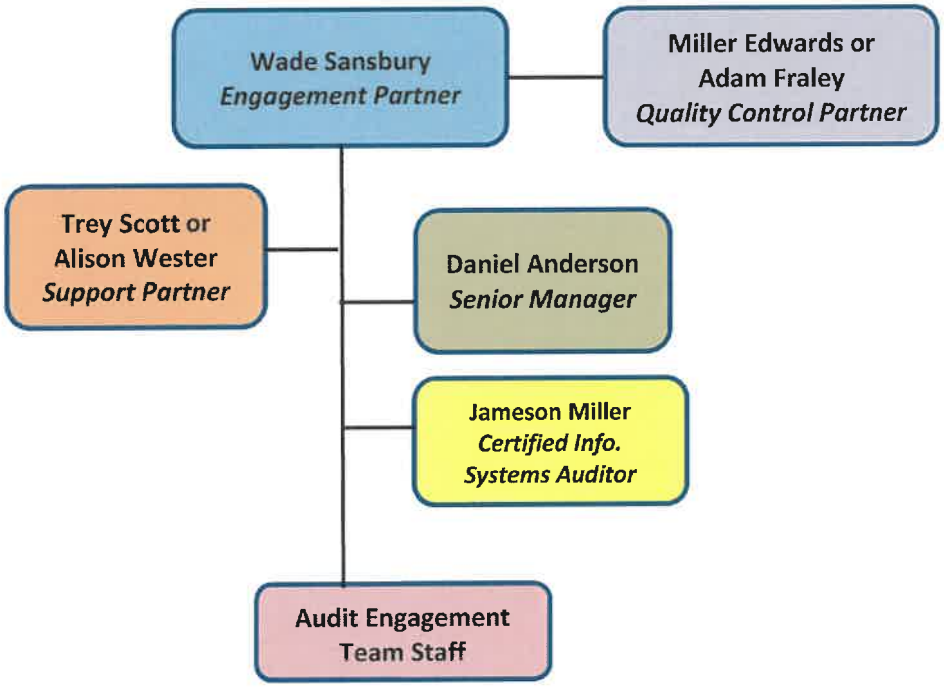
- Accounting for Debt Issuances
- Achieving Excellence in Financial Reporting
- Annual Comprehensive Financial Report Preparation
- Cybersecurity Risk Management
- Evaluating Financial and Non-Financial Health of a Local Government
- Financial Report Card – Where Does Your Government Stand?
- Financial Reporting Model Improvements
- GASB Projects & Updates (ongoing and several sessions)
- Grant Accounting Processes and Controls
- Human Capital Management
- Information Technology (IT) Risk Management
- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables & the Revenue Cycle
- Internal Revenue Service (IRS) Compliance Issues, Primarily Payroll Matters
- Policies and Procedures Manuals
- Segregation of Duties
- Single Audits for Auditees

Management Staff Experience

Proposed Contract Team

In order to provide the highest quality service in the most cost efficient manner, Mauldin & Jenkins has formed a client service team which will function as a cohesive unit, and would represent a superb assortment of talent and experience for the audit of the City. The unit would be assembled as follows:

Team Member Name	Engagement Performance Roll	Years of Experience
Wade Sansbury, CPA	Engagement Lead Partner	27
Miller Edwards, CPA	Engagement Quality Assurance Partner	37
Daniel Anderson, CPA	Engagement Manager	14
Jameson Miller	IT Consultant	12



The above team dedicated to audit the City will include (at a minimum): two partners, one senior manager, and at least two staff professionals and will be fully staffed from our Bradenton, Florida office location. The manager and staff professionals will be substantially on-site full-time throughout the conduct of their role in the audit. Other governmental audit professionals will be available to assist throughout the fieldwork and the preparation of the financial reports. The engagement lead partner will correspond with the City management on financial reporting, audit and related issues on an ongoing basis, and this individual will also be dedicated to serve the City throughout fieldwork, reporting and conclusion in all respective fiscal years. Mauldin & Jenkins has the depth of resources which allows us to provide you with significant resources of knowledgeable professionals to meet your deadlines.

Individual Resumes of Key Personnel

Please see the following pages for information on key individuals who are slated to serve and who are available to serve the City during the audit process.

Wade Sansbury, CPA

Partner 941-741-2255
Bradenton, Florida wsansbury@mjcpa.com

Wade Sansbury is a partner and a Certified Public Accountant with Mauldin & Jenkins. He is registered and licensed to practice in Florida and Georgia. Wade is a partner who works exclusively in the governmental sector of the Firm's audit practice. Wade has over 25 years of experience serving governmental clients similar in nature to the City. His experience has included serving cities, counties, schools and special districts. His experience also includes serving entities with significant utility operations (including water and sewer, and refuse services). Wade will have the overall engagement responsibility for the City engagement including planning, developing the overall audit approach, supervision of staff, and will be a main contact point for the City. As the auditor in-charge of the overall audit of the City, Wade meets the educational requirements under *Government Auditing Standards* and Florida Statutes. Wade's Florida license number is AC45811 and is currently active through December 31, 2023.

Technical Experience

During his career, Wade has served numerous governmental clients on behalf of the Firm. The following is a partial listing of governmental clients served by Wade in the capacity of engagement partner in-charge or quality assurance review partner:

Cities

1) Albany
2) Apopka
3) Arcadia
4) Beaufort
5) Bradenton
6) Callaway
7) Clewiston
8) Conyers
9) Cooper City
10) Cordele
11) Covington
12) Crystal River
13) Decatur
14) Fernandina Beach
15) Fort Myers Beach
16) Griffin
17) Haines City
18) Hallandale Beach
19) Islamorada
20) Lake Placid
21) Longboat Key
22) Marco Island
23) Milledgeville
24) Morrow
25) Milton
26) Monrow
27) Naples
28) North Port
29) Palmetto
30) Pensacola
31) Pinecrest
32) Plant City
33) Roswell
34) Sandy Springs
35) Social Circle
36) Tarpon Springs
37) Tequesta
38) Union City

Counties

39) Liberty County
40) Lumpkin County
41) Henry County
42) Taylor County
43) Rockdale County
44) Sumter County
45) Clayton County
46) Bibb County
47) Dougherty County
48) Toombs County
49) Monroe County
50) Stephens County
51) Forsyth County
52) Walton County
53) Hernando County, FL
54) Union County, FL

Boards of Education

55) Highlands Co. School District
56) Lee Co. School District
57) Forsyth Co. BOE
58) Gwinnett Co. BOE
59) Henry Co. BOE

Other Governmental Units

60) Tampa Bay Water
61) Hardee Co. Industrial Development Authority
62) Ocean Highway and Port Authority
63) South Florida Regional Transportation Authority
64) Lakeland Area Mass Transit
65) Captiva Erosion Prevention District

Professional Associations and Education

- Bachelor of Business Administration in Accounting from Valdosta State University in 1995
- Certified Public Accountant licensed by the States of Florida and Georgia
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Government Finance Officers Association (GFOA)
- Member of the Florida Government Finance Officers Association (FGFOA)

Wade is currently serving as the Firm's Bradenton office managing partner and is the Firm's lead governmental partner in the State of Florida. He is also a past member of the Firm's seven member Executive Committee, which governs the actions and directions of the Firm. Wade also currently serves on the Bradenton Area EDC Investor Relations Committee and does volunteer work with the Boy Scouts. Wade is also on the Firms Technology Committee which helps to oversee the Firm's usage of technology and the application of that technology in the audit practices. Note that Wade has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program. Wade also has extensive experience with multiple client computer systems and software and is a leader in the Firm for auditing such areas.

Audit Training

Wade annually exceeds the professional standards requirements requiring 80 hours of CPE every two year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, the FGFOA conference, AICPA sponsored courses, and various other courses. Wade has additionally volunteered as instructor for various FGFOA Chapter training courses across the state. Listed below are just some of the training courses Wade has attended over the last few years:

- 2022 M&J Governmental Conference – Participant and Instructor – 14 credit hours
- 2022 Coronavirus State & Local Fiscal Recovery Fund (Final Rule) – 1.5 credit hours
- 2021 Government Accounting & Auditing Conference – 6.5 credit hours
- 2021 FICPA State and Local Government Conference – 14 credit hours
- 2021 AICPA Understanding the Independence Implications of the New State and Local Government Affiliates Ethics Interpretation – 2 credit hours
- 2021 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2021 M&J Governmental Conference – Participant and Instructor – 13.5 credit hours
- 2021 AICPA Real-World Frauds in Government – 4 credit hours
- 2021 AICPA Major Firms Group Meeting – Participant – 5.5 credit hours
- 2020 Advanced Fraud Techniques – 6 credit hours
- 2020 M&J Governmental Conference – Participant – 6 credit hours
- 2020 AICPA COVID-19 Audit Implications – 2 credit hours
- 2020 National AICPA Governmental Update Conference – Participant – 17 credit hours
- 2019 M&J Governmental Client Training – Instructor – 8 credit hours
- 2019 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2019 M&J Governmental Conference – Participant – 16 credit hours
- 2018 M&J Governmental Conference – Participant – 16 credit hours
- 2018 National AICPA Government and Nonprofit Conference, Las Vegas, NV – 24 credit hours
- 2018 Governmental A&A Update – Participant – 8 credit hours

Miller G. Edwards, CPA

Partner

478-464-8003
medwards@mjcpa.com

Miller is a member (i.e. partner) and a Certified Public Accountant with Mauldin & Jenkins. His experience covers a variety of clients in federal, state and local government. He is responsible for the Firm-wide governmental practice division of Mauldin & Jenkins. He is a past member of the Firm's seven member Executive Committee, which governs the actions and directions of the Firm, and is a member of the Firm's Audit and Accounting (A&A) Committee. Miller would serve as the quality control review partner for the City's engagement. Miller's Florida license number is AC44458 and is currently active through December 31, 2022.

Technical Experience

Beginning in June of 1986, Miller has over 35 years of experience in providing public accounting services to the governmental sector, all of which has occurred as an auditor with Mauldin & Jenkins. Since becoming a partner, Mauldin & Jenkins has become the leader in auditing state and local governmental units in the Southeast. Under Miller's leadership, Mauldin & Jenkins now serves over 650 governmental units. As a partner, Miller serves both large and small governmental units, and is involved directly, and indirectly, in serving over 70 such governmental entities over the past three years (in the capacity of engagement partner in-charge or quality control review partner). A detailed listing of these clients served is available upon request.

Professional Associations and Education

- Bachelor of Business Administration in Accounting and Risk Management and Insurance from the University of Georgia in 1986
- Certified Public Accountant licensed by the States of Florida, Georgia, and Alabama
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Government Finance Officers Association (GFOA)
- Member of the Florida Government Finance Officers Association (FGFOA)

Audit Training

Miller annually exceeds the minimum training requirements and standards. Miller spends a significant amount of time providing training to governmental accounting professionals through state conferences and our free Mauldin & Jenkins CPE provided to our clients. Listed below are just some of the training courses Miller has attended over the last few years:

- 2022 M&J Governmental Conference – Participant and Instructor
- 2021 Coronavirus State and Local Fiscal Recovery Funds – What We Know Now – Instructor
- 2021 Octane Conference, Upcoming GASB Projects & Concepts – Instructor
- 2021 GASB Update and GASB 87, *Leases*
- 2021 Achieving Excellence in Financial Reporting – 2020 M&J Governmental Conference – Instructor
- 2020 GASB Hot Topics, P-card Pitfalls, and Human Capital
- 2020 Octane Conference, Upcoming GASB Projects & Concepts – Instructor
- 2020 South Carolina Association of Certified Public Accountants Fall Conference, Presenting Financial Information to Non-Financial People – Instructor
- 2020 Georgia Government Finance Officers Association Annual Conference

- 2020 Florida Institute of CPA's – Ethics
- 2020 M&J Working Remote, Sharing Challenges & Successes
- 2020 M&J Annual Governmental Conference
- 2019 GGFOA Georgia Finance Officers Association Annual Conference – Presenter on Auditor Panel
- 2019 M&J Annual Governmental Conference – Instructor and Participant
- 2019 South Carolina Association of Certified Public Accountants, GASB No. 84, Fiduciary Activities – North Charleston, SC – Instructor
- 2019 GASB Update – Dacula, GA, Charleston, SC, Savannah, GA, Macon, GA – Secondary Instructor

Daniel Anderson, CPA

Partner
Bradenton, Florida

941-741-2213
danderson@mjcpa.com

Daniel Anderson is a partner and a Certified Public Accountant with Mauldin & Jenkins. He is registered and licensed to practice in the State of Florida. Daniel works exclusively in the governmental sector of the Firm's audit practice. Daniel has approximately 14 years of experience serving governmental clients including audit services for cities, counties, school districts, and other entities. Daniel has significant experience with his client's computer systems. This includes specific experience with remote auditing via web access to client information. Daniel will serve as the City's engagement manager assisting in developing the overall audit approach, supervision of staff, and will be a main contact point for the City. Daniel's Florida license number is AC42735 and is currently active through December 31, 2023.

Technical Experience

During his career, Daniel has served numerous governmental clients on behalf of the Firm including 13 municipalities. A condensed listing of governmental audit clients served by Daniel as manager is listed below:

Cities

1) Apopka
2) Clewiston
3) Crystal River
4) Fernandina Beach
5) Hallandale Beach
6) Islamorada
7) Lake Placid
8) Longboat Key
9) Marco Island
10) Naples
11) Palmetto
12) Plant City
13) Tarpon Springs
14) Tequesta
15) Wildwood

Other Governmental Units

16) Tampa Bay Water
17) Hardee Co. Industrial Development Authority
18) South Florida Regional Transportation Authority
19) Lakeland Area Mass Transit
20) Captiva Erosion Prevention District
21) Citrus Co. Mosquito Control
22) Englewood Water District

Professional Associations and Education

- Bachelor of Science in Accounting from Florida State University in 2008
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the FICPA State & Local Government Committee
- Member of the Florida Government Finance Officers Association (FGFOA)

Note that Daniel has many years of experience preparing financial statements in accordance with GASB 34, as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program.

Audit Training

Daniel annually exceeds the professional standards requirements requiring 80 hours of CPE every two year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, the FGFOA conference, AICPA sponsored courses, and various other courses. Additionally, Daniel has served as an instructor at Firm sponsored CPE events, as well as FGFOA events at the state and local level. Daniel is a graduate of the FICPA Emerging Leaders Program (2017) as well the Leadership Manatee Program (2018). Listed below are just some of the training courses Daniel has attended over the last few years:

- 2022 M&J Governmental Conference – Participant and Instructor – 14 credit hours
- 2022 Octane Conference – Instructor – 2 credit hours
- 2022 FICPA Nonprofit Conference – Single Audit Update – Instructor – 1 credit hour
- 2021 FGFOA Webinar – Coronavirus State & Local Fiscal Recovery Funds – Instructor – 2 credit hours
- 2021 FGFOA School of Governmental Finance – Instructor – 2 credit hours
- 2021 FICPA State and Local Government Conference – 14 credit hours
- 2021 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2021 M&J Governmental Conference – Participant and Instructor – 13.5 credit hours
- 2021 FGFOA Conference – 8 credit hours
- 2020 M&J Governmental Conference – 12 credit hours
- 2020 AICPA National Governmental Conference – 12 credit hours
- 2020 FGFOA Webinar Instructor – GASB 84 Fiduciary Activity Implementation
- 2019 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2019 Advanced Single Audit Update
- 2019 GAO & Yellowbook Update
- 2019 Governmental Client Training – Instructor
- 2019 FGFOA Panhandle Chapter – GASB Update and Preparing for your Audit – Instructor
- 2018 M&J Governmental Conference – Participant
- 2018 M&J Governmental Conference – Instructor and Participant
- 2018 FGFOA School of Governmental Finance – Fraud and Internal Controls – Instructor
- 2018 FSFOA Conference – Fraud and Internal Controls – Instructor
- 2018 Summer M&J Governmental Client CPE (GASB Update, Fraud and Internal Controls, Financial Statement Deficiencies, and Presenting Financial Information to Non-financial People) – Instructor
- 2018 FGFOA Nature Coast Training Day – "GASB 63 & 65 and Presenting Financial Information to Non-Financial People" – Instructor

Garrett Marlowe, CPA

Senior Staff Associate

941-741-2201
gmarlowe@mjcpa.com

Garrett is a senior staff associate and a Certified Public Accountant (2020) with Mauldin & Jenkins specializing in serving local and state governmental entities. He is registered and licensed to practice in the State of Florida. Garrett has five years of experience, all with Mauldin & Jenkins. His experience with the Firm covers a variety of state and local governmental organizations in Florida. He spends **100% of his time serving local governments** emphasizing cities and special districts. Garrett will be the senior for the City audit responsible for the day to day audit procedures on-site with the City. Garrett's Florida license number is AC55019 and is currently active through December 31, 2022.

Technical Experience

During his career, Garrett has served numerous governmental clients on behalf of the Firm. A condensed listing of governmental audit clients served by Garrett is listed below:

Cities

1) Apopka
2) Clewiston
3) Crystal River
4) Hallandale Beach
5) Islamorada
6) LaBelle
7) Lake Placid
8) Longboat Key
9) Plant City
10) Tarpon Springs
11) Wildwood

Other Governmental Units

12) Tampa Bay Water
13) South Florida Regional Transportation Authority
14) Captiva Erosion Prevention District
15) Emerald Coast Utilities Authority
16) Amelia Island Convention & Visitor's Bureau
17) Ocean Highway and Port Authority
18) Manatee School of Arts and Sciences
19) Sky Academy Englewood
20) Sky Academy Venice

Professional Associations and Education

- Bachelor of Science in Accounting from the University of Central Florida in 2016
- Masters of Science in Accounting from the University of Central Florida in 2017
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)

Audit Training

- 2022 M&J Governmental Conference
- 2022 Ethics and Professional Conduct for CPAs in Florida
- 2022 Thomson Reuters Audit Watch University Level 5
- 2022 M&J GASB Update
- 2021 M&J Governmental Conference
- 2021 M&J Single Audit and ACFR Training
- 2021 Thomson Reuters Audit Watch University Level 4
- 2020 M&J Governmental Conference
- 2020 Thomson Reuters Audit Watch University Level 3
- 2019 Thomson Reuters Audit Watch University Level 2

Other Key Individuals Available to Serve the City

It should be noted that we have additional managers and seniors who spend the majority of their time on governmental audits, and they are available on an as needed basis. These individuals could be utilized on the City's audit as needed to ensure timely completion and delivery of services. All staff assigned to the engagement meet the continuing education requirements of *Government Auditing Standards* issued by the Comptroller General of the United States. On the following pages is information on several additional key individuals who are available to serve the City during the audit process.

Adam Fraley, CPA

Partner
Atlanta, Georgia

770-955-8600
afraley@mjcpa.com

Adam Fraley is a partner and a Certified Public Accountant (1999) with Mauldin & Jenkins, LLC specializing in serving local and state governmental entities. Adam has over 20 years of experience with the Firm serving a wide range of governmental clients. He is responsible for the Firm-wide governmental practice division of Mauldin & Jenkins and serves governmental clients throughout the Southeast.

Adam currently serves on the Firm's Assurance (A&A) Committee, leading the establishment of audit policies of the Firm and answering technical questions for the Firm's governmental partner group as well as other partners. He is also the Firm's Designated Audit Quality Partner (DAQP) for the AICPA's Government Audit Quality Center. He has served as Chairman on the Firm's Partner Advisory Board and Leadership and Career Development Committee, helping provide policy and procedural recommendations to establish and monitor a leadership, educational, and mentoring programs for the development of the Firm's human resources.

Technical Experience

Adam serves both large and small governmental units, and is involved in serving over 80 such governmental entities covering a wide range of cities, counties and special districts. A detailed listing of these clients served is available upon request.

Professional Associations and Education

- Bachelor of Business Administration in Accounting from Georgia College & State University in 1997
- Certified Public Accountant licensed by the State of Georgia
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Government Finance Officers Association (GFOA)

Adam has been a featured speaker at various governmental conferences and workshops, free CPE provided to our clients, and several internal and external conferences. Adam coordinates the annual Mauldin & Jenkins Governmental Industry Training Conference each year, which provides advanced training to experienced governmental auditors of the Firm. In his role as Chairman of the Firm's Leadership and Career Development Committee (LCDC), he also participates in providing annual instruction at the Mauldin & Jenkins LEAP conference, which introduces younger people to the various practice areas of the Firm, including the governmental practice.

Audit Training

Adam annually exceeds the minimum training requirements and standards. He has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program. Listed below are just some of the training courses Adam has attended over the last few years:

- 2022 M&J Governmental Conference
- 2021 GGFOA Annual Conference Financial Statements Footnotes – Instructor
- 2021 AICPA Understanding Independence Implications of New SALG Affiliates Ethics Interpretation – Participant
- 2021 Octane Governmental Conference – Instructor
- 2021 Government Audit Quality Center Annual Update – Participant
- 2021 1st and 2nd Quarter Client Governmental Trainings – Organizer and Participant
- 2020 M&J Leadership Training – Instructor
- 2020 Octane Governmental Conference – Instructor and Participant
- 2020 State and Local Government Audit Planning Considerations – Participant
- 2020 Conducting Remote Audits in Uncertain Times – Participant
- 2020 Government Audit Quality Center Annual Update – Participant
- 2020 Considering and Documenting Nonaudit Services under the 2018 Yellow Book – Participant
- 2019 M&J Internal Inspections Webinar – Participant
- 2019 GGFOA Annual Conference – Instructor
- 2019 Risk Assessment for Government Financial Statements – Participant
- 2019 M&J Annual Government Conference – Instructor and Participant
- 2019 Dunwoody Conference – Instructor

Alison N. Wester, CPA, CGMA

Partner
Bradenton, Florida

941-714-7963
awester@mjcpa.com

Alison Wester is a partner and a Certified Public Accountant (2000) with Mauldin & Jenkins. She is registered and licensed to practice in Florida and Georgia and has been with the Firm since graduation from college. Alison is a partner who works with governmental entities as well as other entities within the Firm's audit practice. Alison has over 20 years of experience serving Firm attestation clients. This experience has included serving cities, special districts, and pension plans. Alison would be available to serve as a supporting resource partner to the City. Alison's Florida license number is AC43452 and is currently active through December 31, 2023.

Technical Experience

During her career, Alison has served numerous governmental clients on behalf of the Firm including 10 municipalities, 10 special districts/authorities, and 7 pension plans. A detailed listing of these clients served is available upon request.

Professional Associations and Education

- Bachelor of Business Administration in Accounting from the University of Georgia in 1996
- Certified Public Accountant licensed by the States of Florida and Georgia
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Florida Government Finance Officers Association (FGFOA)

Alison has served on the Firm's Partner Advisory Board and is a current member of the Firm's Leadership and Career Development Committee. She served on the AICPA's Examination Content Subcommittee for the Financial Accounting and Reporting section of the CPA Examination. She is a current member of the AICPA's Women's Initiatives Executive Committee Task Force. Additionally, Alison is also an executive board member and treasurer for the St. Stephens Episcopal School Parents' Association in Bradenton, as well as a board member and secretary for the Excelsior Education and Training Foundation, also in Bradenton.

Audit Training

Alison annually exceeds the minimum training requirements and standards. She has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing annual comprehensive financial reports meeting all of the requirements of the GFOA Certificate of Excellence Program. Listed below are just some of the training courses Alison has attended over the last few years:

- 2022 M&J Governmental Conference – Participant
- 2021 M&J Governmental Conference – Participant
- 2020 Remote Audit Best Practices – Participant
- 2020 Internal Control and Fraud in Governmental and Nonprofit Entities – Participant
- 2020 M&J Governmental Conference – Participant
- 2019 M&J Governmental Conference – Participant
- 2019 Ethics For Florida CPA's
- 2018 M&J Governmental Conference – Participant
- 2018 M&J Client CPE – Participant

Other Staff Resources (Technology Services and Fraud Examinations)

We have individuals with extensive experience and certifications relative to Information Systems Technology as well as Fraud Examinations. The following two individuals are available to be of service to the City should the need arise:

Jameson A. Miller, CPA, CISA, CISSP
Partner, Information Technology and Audit Services

Jameson Miller is a partner and has been with Mauldin and Jenkins since graduation from the University of Tennessee at Chattanooga. He currently leads the Firm's Information Systems and Cybersecurity practice. For over 12 years, Jameson has provided audit services to public and private entities throughout the Southeast. Jameson's experience includes audits of general controls, application controls, technical audits and security assessments for information systems.

Jameson has extensive experience with Sarbanes Oxley, SSAE18 System and Organization Controls (SOC) Audits, National Automated Clearinghouse Association (NACHA) Compliance with Appendix Eight of the NACHA Operating Rules and Guidelines, and Gramm-Leach-Bliley Act (GLBA) compliance program implementation, testing and reporting. His technical expertise includes performing vulnerability assessments and penetration testing of information systems using both technical and social engineering techniques. Further, Jameson has:

- Maintained current and relevant information technology and financial accounting continuing professional education credits (CPE);
- Obtained the American Institute of Certified Public Accountants' (AICPA) "Cybersecurity Advisory Services" and "Blockchain for Accounting and Finance" Certificates;
- Presented a 2018 CPE webinar for the Georgia Governmental Financial Officers Association (GGFOA) members entitled, "Cybersecurity Trends and the AICPA's Cybersecurity Risk Management Program;"
- Presented a 2018 CPE breakout session entitled, "What is Blockchain and Why Should I Care?" for the GGFOA's Annual Conference; and
- Presenting an upcoming session for the Georgia Society of CPAs Non-profit conference, "Technologies Transforming Accounting."

Jameson is a member of the AICPA, the Tennessee Society of Certified Public Accountants (TSCPA), and ISACA (formerly the Information Systems Audit and Control Association). In addition, Jameson is an avid outdoor enthusiast and enjoys volunteering as secretary and treasurer of the Board of Directors of the Cumberland Trails Conference, a 501(c)3 non-profit organization. Jameson is a licensed Certified Public Accountant (2010) with the State of Tennessee, a Certified Information Systems Auditor (2018) through ISACA, and a Certified Information Systems Security Professional (2019) granted by the International Information System Security Certification Consortium. Jameson is currently participating in a 40-hour "Penetration Testing with Kali" continuing education self-study course offered through Offensive Security, the creators of the Kali Linux Penetration Testing operating system. Afterwards, he plans to sit for the Offensive Security Certified Professional (OSCP) 24 hour certification examination.

Considering the fact that Jameson only provides non-traditional consulting-type services to governmental entities, and he does not (and will not) provide audit and accounting services under the guidance of the Yellow Book educational standards, no such continuing education is required or provided under this proposal.

Other Resources For Non-Audit Services (Advisory Services, Information Technology Services and Fraud Examinations)

David Roberts
Partner, Governmental Advisory Services

David Roberts is a widely respected leader in providing consulting and advisory services to public-sector organizations at the federal, state, and local level. David has approximately 20 years at KPMG, one of the "Big 4" international accounting firms, and brings an exceptional understanding of governmental clients' challenges as well as innovative solutions that fit their unique operating and service delivery environment. David now leads our Government Advisory practice, where he will continue to focus on helping governments and individual agencies fulfill and exceed their financial, operational, and regulatory obligations to the public.

David has provided a wide array of advisory services in his career. In the past three years alone, David has performed and supervised approximately 70,000 hours of advisory services which are summarized by type of entity and respective services as follows:

Cities and Counties:	**Respective Services Provided:**
Austin, Texas	Zero Based Budgeting Assessment and Strategic Design
Charlotte County, Florida	Strategic Planning Assistance, and Utilities Dept. Assessments
DeKalb County, Georgia	Water/Sewer Utility Billing Assessment
Fort Lauderdale, Florida	Water/Sewer Utility Billing Assessment
New Orleans, Louisiana	Zero Based Budgeting Assessment and Strategic Design
Riverside County, California	Finance Function Assessment
Savannah, Georgia	Water/Sewer Utility Billing Assessment
School Districts:	
Chicago Public Schools	Service Delivery Model Assessment
DeKalb County (GA) Schools	Human Resources Assessment
	Human Resources Recommendation Implementation
Federal and State Government Entities:	
District of Columbia Employment Services Dept.	Workforce Innovation and Opportunity Act (WIOA) Grant Assistance
Florida Department of Management Services	Quality Assurance/Independent Verification and Validation Over SAP Implementation
Florida Turnpike Enterprise	Back-office Project Management Office (PMO)
Georgia Department of Administrative Services	Human Resources Function Market Scan
Georgia Department of Community Health	Finance Function Review
Georgia Department of Economic Development	Workforce Innovation and Opportunity Act (WIOA) Grant Assistance
Georgia Department of Labor	Back-office Assessment and Project Mgmt. Office Support
Georgia State Road and Tollway Authority	Agency Merger Assessment
	Cost Allocation Assistance
	Strategic Planning Assistance
Kentucky Transportation Cabinet	Revenue Control Manager
Puerto Rico Dept. of the Treasury	Finance Project Management Office
Texas Department of Transportation	Back-office SAP Implementation Support
Virginia Department of Transportation	Workforce Strategy Assessment
Special Purpose Entities:	
Atlanta Housing Authority	Human Resources Assessment and Optimization
Florida Healthy Kids (NFP)	Vendor Selection Assistance
University of Texas at San Antonio	Payroll Assessment and Optimization

From management consulting and identifying new opportunities, to increasing stakeholder satisfaction and implementing transformational strategies, David and our government advisory team deliver insights and techniques that help government clients leverage public resources efficiently while achieving overarching goals. Our government advisory practice brings to market a team that has direct experience as government employees, change agents, and transformation consultants to help tackle the industry's toughest issues.

Brandon R. Smith, CPA, CCSFP, CHQP
Partner, Advisory Services
Information Technology and Cybersecurity

Brandon Smith joined Mauldin & Jenkins in 2008 after studying Accounting and Information Systems at Georgia Southern University. He works with organizations throughout the Southeast to help deliver a blend of capacity building and advisory services.

His experience includes evaluating cybersecurity, internal control, and risk management policies and practices. He helps organizations review posture and identify prioritized, flexible, repeatable, performance-based, and cost-effective approaches to improve measures and controls.

Expertise includes NIST Cybersecurity Framework, HITRIST Common Security Framework, System and Organization Controls (SOC) Reporting, COSO Internal Control-Integrated Framework, and Uniform Guidance. Services range from reviewing existing policies and practices and providing targeted recommendations in line with proven frameworks, to helping facilitate technical assessments.

Brandon serves on a national Alliance Innovation Committee that represents more than 80 firms nationally, he serves on the AICPA's Stakeholder Advisory Group for its Dynamic Audit Solution currently in development, and he is the chair of M&J's NExT Committee for Innovation. Brandon is enthusiastic about transformative technologies and the impact they have on our clients and our profession, including Data Analytics, Machine Learning, Artificial Intelligence, Robotic Process Automation, and Blockchain. Additional services provided by Brandon and his team include:

- Internal Controls Assessments
- IT/Cybersecurity Framework Assessments
- GLBA Compliance – Information Security
- Vulnerability Assessments
- Internal and External Penetration Testing
- Social Engineering Campaigns
- Cybersecurity Awareness Training

Brandon is a regular speaker for the Georgia Society of CPAs and he serves as a volunteer faculty member for Nonprofit University's certificate programs. He is a member of ISACA, AICPA, GSCPA, Georgia Planned Giving Council, Georgia Center for Nonprofits, Technology Association of Georgia, and HITRUST.

Partner and Staff Continuity

We are committed to providing continuity of our engagement team members. We recognize that this is also an important factor for the City as it limits the amount of retraining that needs to be performed each year. **Our staff retention rates of approximately 87%** are considered to be among the best in the profession (and much better than national firms). We are able to not only provide consistency with the partners and managers on our engagement teams, but seniors and staff as well.

Retention > 87%

This indicates that we retain 87% of our staff for a minimum of five years.

It is also our goal to minimize disruptions to your management personnel by staffing the engagement so as to provide continuity, both during and between audits. It is the Firm's policy not to rotate key audit staff, consultants or specialists off a multi-year contracted audit engagement. Consequently, it is not anticipated that any key audit personnel will be rotated away from this annual audit. In any business, however, turnover is inevitable. When this happens, we will provide resumes of suggested replacements and any changes in key personnel would always be discussed timely with officials to their satisfaction.

Continuing Education of Partners and Staff

All members (i.e., partners) and staff of Mauldin & Jenkins receive substantial continuing education in audit and accounting – typically over 100 hours of such study per year. As soon as a staff person becomes a key ingredient to any type of niche service such as governmental audit, accounting and consulting, specific continuing education is sought. A good example includes sending our staff with over one year of governmental audit experience to various GFOA and AICPA training for audit, accounting and financial reporting courses.

All partners and staff serving in the governmental sector join together in July each year for the M&J Annual Governmental Conference in which three days' worth of audit, accounting and financial reporting training is provided. Mauldin & Jenkins also provides week long audit efficiency training via Audit Watch every June to all staff persons with less than five years of experience. Further, every July staff persons from various levels of experience are provided with four days of training relative to the conduct of Single Audits and the preparation of Annual Comprehensive Financial Reports.

All staff associated with the annual audit of the City will exceed all the continuing professional education requirements contained in the Yellow Book throughout the term of the agreement.

Similar Engagements with Other Government Entities

The following is a list of governmental audits performed in the past five years by the Bradenton office included within this proposal as references. Feel free to give any of these clients, or any others listed within this proposal, a call. The information below is intended to demonstrate that we understand the nature of the operations similar in size to the City and have relevant, current experience serving Florida governments in your area. Mauldin & Jenkins has substantial expertise gained from auditing other governments in the Southeast which also have significant governmental operations and other large utility enterprise operations. This concept touches on one of the more unique qualities Mauldin & Jenkins brings to you, a Firm with vast resources of experienced people normally associated with larger national firms, but sensitivity to client service similar to that provided by many smaller firms. **We believe the City and Mauldin & Jenkins to be a good match.**

1) City of Naples, Florida

General Information	City government with a population of approximately 21,000. The City has assets of approximately $304 million and annual revenues of approximately $86 million. The City provides numerous services including: water and sewer, solid waste, stormwater, public safety, parks and recreation, community development, and other customary services.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with Uniform Guidance (Single Audits) and Florida Single Audit Act. Preparation of the Annual Comprehensive Financial Report and Certificate of Achievement awarded by GFOA. Audit of three single employer DB Pension plans.
Dates	September 30, 2006 through present
Partner/Manager	Wade Sansbury/Daniel Anderson
Total Hours	550 hours
Contact Information	Mr. Gary Young, Deputy Finance Director – (239) 213-1815 – gyoung@naplesgov.com

2) City of North Port, Florida

General Information	City government with a population of approximately 60,000. The City has assets of approximately $507 million and annual revenues of approximately $95 million. The City provides numerous services including: water and sewer, solid waste, and other customary services. The City uses Central Square/Superion module GMBA for its accounting needs.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with OMB Circular A-133. Preparation of the Annual Comprehensive Financial Report and Certificate of Achievement awarded by GFOA.
Dates	September 30, 2013 through present
Partner	Wade Sansbury
Total Hours	450 hours
Contact Information	Mr. Scott Skipper, Accounting Manager – (941) 429-7108 – sskipper@cityofnorthport.com

3) **City Plant City, Florida**

General Information	City government with a population of approximately 39,000. The City has assets of approximately $300 million and annual revenues of approximately $70 million. The City provides numerous services including: water and sewer, sanitation, stormwater, CRA, public safety, parks and recreation, community development, and other customary services.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with the Uniform Guidance and the Florida State Single Audit requirements. Preparation of the Annual Comprehensive Financial Report and the maintenance of the GFOA Certificate.
Dates	September 30, 2013 through present
Partner/Manager	Wade Sansbury/Daniel Anderson
Total Hours	450 hours
Contact Information	Diane Reichard, Finance Director – (813) 659-4215 – dreichard@plantcitygov.com

4) **City of Marco Island, Florida**

General Information	City government with a population of approximately 45,000. The City has assets of approximately $380 million and annual revenues of approximately $69 million. The City provides numerous services including: general government, public safety, parks and recreation, community development, wastewater utility and other customary services.
Scope & Type of Engagement	Financial audits and compliance audits in accordance with the Uniform Guidance and the Florida State Single Audit requirements. Preparation of the Annual Comprehensive Financial Report and the maintenance of the GFOA Certificate.
Dates	September 30, 2013 through September 30, 2018
Partner/Manager	Wade Sansbury/Daniel Anderson
Total Hours	350 hours
Contact Information	Mr. Guillermo Polanco, Finance Director – (239) 389-5016 – Fax (239) 642-8947 gpolanco@cityofmarcoisland.com

5) **City of Callaway, Florida**

General Information	Municipal government with a population of approximately 15,000. The City has assets of approximately $80 million and annual revenues of approximately $28 million. The City provides numerous services including: general government, public safety, parks and recreation, community development, water and sewer, and sanitation utility, in addition to other customary services.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with Uniform Guidance (Single Audits) and Florida Single Audit Act. Preparation of the Annual Comprehensive Financial Report and Certificate of Achievement awarded by GFOA.
Dates	September 30, 2018 through present
Partner/Manager	Wade Sansbury/Trey Scott
Total Hours	300 hours
Contact Information	Mr. David Schultz, Finance Director – (850)215-7803 – dschultz@cityofcallaway.com

Methodology

Audit Methodology

Our audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America and will conform to the standards as set forth in the following:

- "Generally Accepted Auditing Standards" developed by the American Institute of Certified Public Accountants (AICPA).
- *Government Auditing Standards* issued by the Comptroller General of the United States (also referred to as "Yellow Book").
- Audits of State and Local Governmental Units issued by the American Institute of Certified Public Accountants.
- Single Audit Acts Federal and State of Florida.
- The Uniform Guidance, OMB Circular A-133 and other applicable OMB Circulars.
- Sections 11.45 and 218.39 of the Florida Statutes.
- Regulations of the State of Florida Department of Financial Services.
- Rules of the Auditor General and other Florida agencies as relevant.

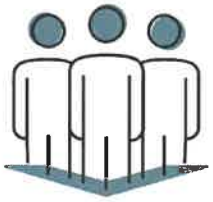
Tailored Approach – For each engagement we begin with a detailed audit plan based on our detailed understanding of the City's policies, procedures, and risk areas. We obtain this understanding through the performance of walkthroughs and internal control documentation questionnaires. We then develop audit procedures based on our engagement specific risk assessment. We use Firm manuals specifically designed for governments to develop audit programs tailored to the City which incorporate the requirements set forth above. We anticipate that these procedures will enable us to express our professional opinion that the financial statements of the City present fairly, in all material respects, the financial position and results of operations of the various opinion units in conformity with accounting principles generally accepted in the United States of America.

Proposed Segmentation of the Engagement

Our professionals, who are knowledgeable with respect to audit requirements for governmental entities, will be assigned based on their expertise with respect to each segment. Our audit procedures, related documentation and quality review will be segregated by each segment as follows based on our review of the City's prior financial statements, budgets, request for proposal, past experience, and other information available:

Segment I: Planning and Interim Procedures

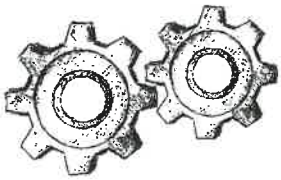
This segment includes:



- Obtaining a signed engagement letter for the financial and compliance audit;
- Meeting with City management to discuss the scope of the audit, timing of our work, and preparation of client schedules, and to address any concerns;
- Reviewing previously issued and interim financial reports, comment letters, monitoring reports, and other supporting workpapers;
- Reading minutes of City meetings;
- Reviewing the City's current year budget, as adopted and revised;
- Reviewing new debt agreements, and other various documentation;
- Updating our understanding of the City's accounting policies and procedures, including the financial and other management information systems utilized by the City;
- Updating our already in-depth knowledge of the City's EDP equipment, software and systems in use;
- Performing analytical reviews to determine critical areas and assess risks;
- Performing a preliminary evaluation of the internal control structure at the account and assertion level;
- Designing and performing applicable tests of controls related to the financial statements and internal accounts;
- Making fraud inquiries and assessing the risks of material misstatement;
- Obtaining a list of cash, investment, debt, and selected revenue accounts for confirmation purposes, as applicable;
- Determining audit strategies for balance sheet and operating statement accounts based on audit risk;
- Obtaining a preliminary Schedule of Expenditures of Federal Awards to initiate planning and internal control testing for the Single Audit;
- Preparing year-end audit programs;
- Meeting with appropriate City personnel to discuss the results of our preliminary audit work.

Segment II: Final Audit Fieldwork Procedures

This segment includes:



- Conducting an analytical review of account balances based on closing balances;
- Testing the valuation, restrictions and cut-offs of cash and investment balances, as applicable;
- Testing receivable cut-offs and balances, including an analysis of subsequent receipts;
- Testing cut-off and valuation of inventory;
- Reviewing and testing supporting documentation for the allowance for doubtful accounts, prepaid items and other assets;
- Vouching capital asset additions and deletions, analyzing charges for appropriate accounting and testing depreciation;
- Testing accounts payable cut-offs and balances, including an analysis of subsequent disbursements;
- Testing accrued payroll, compensated absences, OPEB payable, and other accrued liability cut-offs and balances;
- Testing debt balances and debt covenant compliance;
- Testing compliance with applicable laws and regulations;
- Testing the classification of net position (unrestricted, restricted and net investment in capital assets);
- Performing analytical procedures and substantive testing of revenues and expenditures/expenses;
- Obtaining and auditing the final Schedule of Expenditures of Federal Awards;

- Completing compliance tests for the major programs selected for testing as required by the Federal Single Audit Act, as applicable;
- End of fieldwork exit conference.

Segment III: Review, Completion and Delivery Procedures

This segment includes:

- Reviewing workpapers to ensure quality and thoroughness of audit procedures;
- Summarizing the results of audit procedures;
- Obtaining attorney letters;
- Evaluating commitments, contingencies and subsequent events;
- Proposing audit adjustments;
- Summarizing and evaluating passed audit adjustments;
- Evaluating compliance exceptions;
- Reviewing draft financial statements and related note disclosures;
- Performing financial condition assessment procedures;
- Preparing drafts of audit reports and management letter;
- Delivering drafts of audit reports and letters to appropriate client officials;
- Finalizing all reports and management letter;
- Obtaining signed representation letter and the City's approval of the final financial statements;
- Drafting the Data Collection Form and obtaining the City's approval;
- Preparing and providing the City a PDF document and "camera ready" copy of the audited financial statements;
- Final exit conferences and presentations with appropriate City officials.

Following the completion of the audit, we will provide written draft reports to management for review and approval including the following:

- An independent auditor's report on the fair presentation of the Governmental Activities, each Major Fund, and the Aggregate Remaining Fund Information, which collectively comprise the City's basic financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary information and the Schedule of Expenditures of Federal and State Awards "in relation to" the audited financial statements.
- An independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*, which will include any reportable conditions.
- An independent auditor's report on compliance for each major program and on internal control over compliance required by OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 10.550, Rules of the Auditor General, of the State of Florida. These reports will include any reportable conditions or instances of noncompliance.
- A management letter that outlines any constructive suggestions for improvement to management.
- Any comments required by the Rules of the Auditor General, Chapter 10.554(1)(i).
- Acknowledgement and communication surrounding Statement of Auditing Standards (SAS) No. 114, *The Auditor's Communication with Those Charged with Governance*. We will provide, as required, communications to management on each of the following:
  - Our responsibility, as your auditors, under auditing standards generally accepted in the United States of America.
  - Accounting policies.
  - Management's judgments and accounting estimates.

- Financial statement disclosures.
- Related accounting matters.
- Significant difficulties encountered in performing the audit.
- Audit adjustments.
- Disagreements with management.
- Representations from management.
- Management consultation with other accountants.
- Significant issues discussed with management.
- Other information in documents containing audited financial statements.
- Independence.

Level of Staff and Number of Hours to be Assigned

Based on the City's request for proposal, we have also prepared a schedule of events, including level of staff and number of hours to be assigned to each proposed segment of the engagement, which is representative of the expected 2022 audit in the following tabular presentations:

Segmented Hours by Staff Level					
Segments	Engagement Team Members by Level				
	Partner	Manager	Senior	Staff	Total
Segment I - Planning and Interim Procedures	8	14	4	4	30
Segment II - Final Audit Fieldwork Procedures	20	60	80	80	240
Segment III - Review, Completion and Delivery Procedures	22	40	12	6	80
Total Engagement	**50**	**114**	**96**	**90**	**350**

The below time frames are estimates based on our understandings with the City as to its desires. We at Mauldin & Jenkins would be flexible in the timing of certain events as requested by the City. As noted in the table below, we want to work with City personnel in an effective manner. We intend to do a great deal of planning and tailoring of our approach from our initial visits. We do not want our clients to feel that they have to reinvent the wheel every time we ask for something. However, to make this process cost the City as little as possible (both in dollars and their individual time), it is important to start only when ready and avoid auditing a moving target. The following table attempts to depict the timing and key elements of the planned audit process:

Timing of Audit Process and Procedures							
Segments	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Segment I - Planning and Interim Procedures							
Ongoing consultation on major issues and developments throughout the year, and greater discussions as year end approaches (such as new GASB standards).							
Meet management to discuss audit risks and scopes.							
Engagement team planning meetings and performance of interim audit procedures.							
Gain understanding of significant processes and key controls.							
Perform testing of key controls with goal of reducing substantive audit testing.							
Detemine nature, timing and extent of substantive tests to be performed.							
Finalize audit plan based on results to-date.							
Segment II - Final Audit Fieldwork Procedures							
Perform substantive tests (detail testing of respective general ledger/trial balance accounts, and final analytical procedures and key ratios and relationship of financial data).							
Conduct a final evaluation of risk assessments.							
Conduct of progress meetings with management as needed and as often as desired.							
Preparation and delivery of draft financial report, reports, findings, management letter comments, and any other deliverables.							
Meeting with management to discuss draft deliverables and final completion and presentation time frames.							
Segment III - Review, Completion and Delivery Procedures							
Upon management's review, delivery of statements, internal control reports, and management letter to management.							
Presentation of audit deliverables to the governing board.							

Type and Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures can be applied to almost every financial statement balance in accordance with U.S. Generally Accepted Auditing Standards. It is, therefore, an efficient audit strategy to employ analytical procedures to the maximum extent possible. Analytical procedures may augment substantive tests of details depending on our overall risk assessment of City accounts.

The elements of analytical procedures we plan to consider are as follows:

1. Identify the factors on which a given accounting result should depend;
2. Determine the approximate relationship between the accounting result and those underlying factors;
3. Predict what the current results should be if that relationship continued;
4. Compare the actual current result to the prediction;
5. Investigate and corroborate significant variances between the actual result and the prediction;
6. Reach a conclusion as to the reasonableness of the reported result.

Types of analytical procedures employed will include:

- Reviewing changes from prior years for reasonableness;
- Reviewing accounts for items larger or smaller than expected when compared to budgets or forecasts;
- Reviewing and comparing logical relationships between years (e.g., payroll taxes and benefits to wages, etc.). Comparisons between years can be made more effective when logical relationships between elements of the financial statements that would be expected to conform to the predictable pattern are used to develop trends. This is primarily accomplished through the use of ratios;
- Analyzing and comparing nonfinancial information, such as number of taxable properties, geographical area, number of employees, etc.

All analytical procedures performed as substantive tests are documented on each applicable audit program.

Sampling Techniques and the Extent to Which Statistical Sampling Will be Used in the Engagement

Our approach is evolving to utilize artificial intelligence tools to scan entire populations and is fast eliminating the need for sampling. In some situations, sampling will still be necessary or required. When we utilize audit sampling, we do so as provided in U.S. Auditing Standards AU-C Section 530, *Audit Sampling*. We would plan to utilize audit sampling whenever a decision is made to apply a specific audit procedure to a representative sample of items within the account balance or class of transactions with the objective being reaching a conclusion about the entire balance or class.

We anticipate using audit sampling on the following types of audit tests:

- Substantive tests of details of balance sheet account balances;
- Substantive tests of details of transactions;
- Tests of controls;
- Tests of compliance with laws and regulations.

Our use of audit sampling will be based on the guidance in AU-C Section 530 and the AICPA Audit and Accounting Guide - Audit Sampling.

Approach to be taken to Gain and Document an Understanding of the City's Internal Control Structure

For purposes of an audit of the financial statements and statutory, regulatory and contractual compliance, the City's control structure consists of the following five elements as they relate to the City's ability to conduct operations and use resources in accordance with management's authorization and consistent with laws, regulations, contracts and policies, and to record, process, summarize, and report financial data consistent with assertions embodied in the financial statements: (1) the control environment; (2) risk assessment; (3) control activities; (4) information and communication processes/systems; and (5) monitoring. The internal control structure and its policies and procedures are an important source of information about the types and risks of potential material misstatements that could occur in the financial statements and violations of statutory, regulatory and contractual requirements. This information is essential for effective audit planning and in designing effective and efficient audit tests.

In our understanding of the City's internal control structure, we will obtain knowledge about:

- How internal control structure policies, procedures and records are designed;
- Whether internal control structure policies, procedures and records have been placed in operation, i.e., whether the City is using them;
- Whether internal control structure policies, procedures and records are designed effectively, i.e., whether they are likely to prevent or detect material misstatements or compliance violations on a timely basis;
- Whether internal control structure policies, procedures and records are operating effectively.

Auditing standards generally accepted in the United States of America require the auditor to document our understandings of the internal control structure elements. The form and extent of documentation is flexible. Generally, the more complex an entity's internal control structure and the more extensive the procedures performed to obtain the understanding, the more extensive our documentation should be. In addition to memos, we plan to use specific designed forms and questionnaires to document our understanding of the internal control structure. Recent changes in auditing standards, known as the risk assessment standards, denote that the auditor is not required to test internal control so as to rely on them to reduce other test work, but do not allow for only inquiry procedures related to internal control. We are required, and will perform, other procedures, such as walkthroughs and observation, related to controls over significant financial statement and audit assertions.

Approach to be taken in Determining Laws and Regulations to be Subject to Audit Test Work

Standards for testing and reporting on compliance with laws and regulations are established by Auditing Standards AU-C Section 935, *Compliance Audits.* We will use this guidance to perform tests to determine the City's compliance with certain provisions of laws and regulations (Florida Statutes, etc.), contracts, grant agreements, and debt agreements, where noncompliance could have a *direct and material effect* on the financial statements.

Our approach to be taken to determine the laws and regulations that will be subject to audit test work will include procedures designed to identify requirements found in legal or legislative data, administrative regulations, and documents associated with grant and contract arrangements. The following procedures and policies will be applied depending on the nature and materiality of the laws and regulations:

- During the planning phase, the type of audit to be performed, as it relates to compliance matters, will be communicated to all personnel assigned to the engagement.

- Obtain a list of all federal award programs from which the client received and expended funds and identify, using the prescribed risk-based approach, the major programs required to be audited. If a program-specific audit is required, identify the award program to be audited.
- Identify applicable state and local statutory and regulatory requirements and contractual requirements.
- Plan and document the audit procedures to be performed relative to material state and local statutory and regulatory requirements and contractual requirements.
- Perform and document federal, state, and local statutory, regulatory and contractual compliance audit procedures as deemed to be applicable and appropriate during the planning stage of the engagement.
- Make specific inquiries of management concerning the following matters:
  - The City's compliance with laws and regulations.
  - The City's policies relative to the prevention of statutory, regulatory and contractual violations.
  - The use of directives issued by the City and periodic representations obtained by the City from officials and other management personnel at appropriate levels of authority concerning compliance with laws and regulations.
- Specific testing for issues that are unique to Florida governments:
  - Testing as to whether or not the City and its constitutional officers complied with Section 218.415, Florida Statutes, regarding the investment of public funds.
  - Testing as to the City's compliance with Section 166.241, Florida Statutes, regarding adoption and reporting of annual budget, such as the minimum information required to be included in the budget, when the budget must be posted on the City's website after adoption, requirements on posting budget amendments.
  - Testing of debt covenant compliance requirements.
  - Testing of the financial condition assessment procedures pursuant to Sections 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, of the State of Florida, and determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes and Chapter 2012-38, *Laws of Florida*.

Approach to be taken in Drawing Audit Samples for Purposes of Tests of Compliance

Applicable auditing standards state that, in testing for compliance with laws and regulations, the number, selection, and testing of transactions is based on the auditor's professional judgment. None of the guidelines, primarily AU-C Section 250, explain whether this requirement to select a representative number for testing compliance means that audit sampling is necessary.

The two possible approaches to audit sampling are nonstatistical and statistical. AU-C Section 530, *Audit Sampling*, indicates that both of these approaches are capable of producing sufficient evidential matter, if properly applied. The types of procedures that are applied are not determined by the sampling approach used. Either approach may be used to apply whatever tests of details deemed necessary in the circumstances. The importance of professional judgment cannot be overemphasized as it applies to the evaluation of the adequacy of evidential matter generated by the sampling approach. Regardless of the sampling approach selected, we will properly plan, perform, and evaluate the results of the sample. Professional judgment must be used to relate the sample results to other evidential matter when we form a conclusion about compliance with laws and regulations. It should be noted, however, that not all tests of compliance or controls are transaction related. If we decide to use audit sampling, attention is focused on which sampling approach (statistical or non-statistical) to use. Substantial information is given in the AICPA Sampling Guide and several college and professional books on the use of various statistical sampling approaches.

The basic requirements that relate to all compliance related samples, statistical and nonstatistical, are as follows:

- **Planning.** We will relate the population to the objective of the audit test; i.e., defining the population and sampling unit.
- **Selection.** We will select items that can be expected to be representative of the population.
- **Evaluation.** We will project sample results to the population and consider sampling risk.

In a compliance sampling application, the population is defined as all items that constitute the account balance or class of transactions, or the portion of the balance or class, being tested (i.e., all expenditures of the City above a certain threshold required to be bid). The population for a substantive sample usually is the account balance or class of transactions excluding those items selected for testing because of individual significance. The term individually significant item encompasses two types of items:

- Individually significant dollar items.
- Unusual items (that is, items that have audit significance by their nature).

Due to the nature of tests of controls or compliance, we ordinarily are not concerned with identifying individually significant items when tests of controls or compliance are performed using audit sampling. Sampling results can be projected only to the population from which the sample is drawn. The use of the wrong population for a sampling application could mean that conclusions based on the sample are invalid for our purpose.

The sampling units are the individual items that are subjected to tests and that represent the components of the population. It is important to properly identify the sampling unit before the sample is selected to produce an efficient and effective sampling application. Examples of sampling units would be individual capital disbursements, etc. The determination of the specific sampling unit is influenced by the following considerations:

- The sampling unit should produce an efficient sampling plan.
- The sampling plan must be effective to accomplish its objectives.
- The nature of the audit procedures can determine the sampling unit to be used. AU-C Section 530 requires a "representative sample". There are several commonly used methods of selecting samples that meet the criteria of representativeness stipulated by AU-C Section 530. The following are some of those methods: random (can be statistical or nonstatistical), systematic (can be statistical or nonstatistical), or haphazard (nonstatistical).

We will evaluate whether the sample selected seems representative of the population to be tested. If the sample does not seem representative, we would reselect. For all items in the population to have a chance to be selected, we will determine that the sample population actually includes all the items (e.g., capital disbursements, etc.) comprising the balance. There are many ways to determine the completeness of a sample population, including:

- If the sample is selected from a trial balance, we can foot the trial balance and reconcile the total to the account balance.
- If the items are numerically sequenced, we can scan the accounting records to account for the numerical sequence of items in the population and select the sample from that sequence.

The two sampling forms presented both include a step that allows the auditor to document how the completeness of the sample population was considered. Whenever practical, we will consider using random selection (with a random number table or microcomputer-generated numbers) or systematic selection. Haphazard selection may be used when the population is not numbered or when other circumstances make use of a random-based method impractical. Using one of these random-based methods does not make the sampling application statistical.

The evaluation of sample results has two aspects. We will need to project the noncompliance. Also, we will need to consider the sampling risk. In a statistical sample, sampling risk must still be considered and restricted to a relatively low level but cannot be objectively measured. This is the primary conceptual distinction between statistical and non-statistical sampling. In the two non-statistical sampling approaches presented in this section, sampling risk is assessed by considering whether the rate or amount of exceptions identified in the sample exceed the expected rate or amount of exceptions used in designing the sample.

Assistance with GASB Pronouncements

GASB has issued over 60 pronouncements in the past 20 years, and continues to research various projects of interest to governmental units. Subjects of note include:

- Re-examination of the financial reporting model;
- Revenue and expense recognition;
- Footnote disclosures;
- Capital assets reporting;
- Contingencies and risk disclosures; and
- Investment fees reporting and disclosures.

Considering the number of recently issued or pending GASB pronouncements, we believe proactive training on the parts of auditors and auditees to be of great importance. As in the past with our governmental clients (via free CPE and general discussions), our priority is to communicate all significant information to our clients and offer special training sessions relative to these subjects.

Price Proposal and Other Attachments

As requested by the City, we have enclosed in a separate sealed envelope an all-inclusive maximum fee proposal of the requested annual financial and compliance audit services for the September 30, 2022 through 2026, audits. The price proposal contains all pricing information relative to performance of the audit. As a partner at Mauldin & Jenkins, Mr. Wade P. Sansbury is certified and authorized to represent Mauldin & Jenkins, empowered to submit the bid and authorized to sign a contract with the City.

Important Notes to be Considered:

Note (1) – Unlimited Correspondence: It is Mauldin & Jenkins' policy to not charge for routine conversations that occur between the City and Mauldin & Jenkins. We encourage communication throughout the year. If significant research is involved, we will discuss with you any potential fees prior to beginning.

Note (2) – Free Periodic Continuing Education: As noted previously, we provide free continuing education classes to our clients. This could amount to approximately $2,000 of annual savings for the City's estimated finance department per person.

Note (3) – Additional Services: If it should become necessary for the City to request Mauldin & Jenkins to provide any additional services (such as bond assurances, etc.), then such additional work shall be performed only if set forth in an addendum to the contract between the City and Mauldin & Jenkins.

Note (4) – No Hidden Fees or Costs: The pricing schedules contain all pricing information relative to performance of the audit as required by the City including all reimbursement for travel, lodging, communications, etc. Our estimated number of hours and the associated fee estimate indicated are based on our professional judgment and experience with similar governmental entities. So long as there are no significant changes in the operations of the City and or the scope of services requested or significant problems requiring additional time, our quoted fees will not change.

Note (5) – Single Audit Costs: Because the City does not always meet the Single Audit requirement, we have elected to price this service separately. This way the City will only pay for this service if and when needed. We propose a cost of $5,000 per major program over the term of the City contract.

Attachment#1

CITY OF DESTIN RFP 22-07-FIN
PROFESSIONAL AUDITING SERVICES PRICE PROPOSAL

Company: Mauldin & Jenkins, LLC

Address: 1401 Manatee Avenue West, Suite 1200

City & State: Bradenton, Florida Zip Code: 34205

Telephone: ( ) 941-747-4483 Fax: ( ) 941-747-6035

Date of Proposal: August 18, 2022

FIRM FIXED FEES PROPOSALS:

I. Fiscal Year 2022 Audit Services: $ 33,400

II. State and/or Federal Financial Assistance Audit: $ 5,000 per major program

III. Identify Cost of Other Services, if any: $

Separately issued CRA Audit $ 5,900

IV. In consideration of subsequent year(s) renewals, provide a Firm Fixed Fee for subsequent year Audits:

FY2023 $ 33,400 FY2024 $ 34,400 FY2025 $ 35,400 FY2026 $ 36,400

In accordance with your request for proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (We), the undersigned, hereby agree is this proposal is accepted, to contract with the City of Destin, Florida to furnish any service requested herein and deliver the same to the City of Destin at the specified location.

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

Name & Title of Authorized Representative: (Printed) Wade P. Sansbury, CPA, Partner

(Signature) Wade P Sansbury

Attachment#2

CITY OF DESTIN RFP 22-07-FIN
ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No. #1	Dated 8/11/2022
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated

Failure to submit acknowledgement of any addendum that affects the submittal is considered an irregularity and may be cause for rejection of the proposal.

Name of Business: Mauldin & Jenkins, LLC

By:
(Signature) Wade P Sansbury

Name & Title Wade P. Sansbury, Partner

Mandatory Attachment#3

CITY OF DESTIN RFP 22-07-FIN
AFFIRMATIVE STATEMENT OF INDEPENDENCE
AND NO CONFLICT OF INTEREST

The Firm of Mauldin & Jenkins, LLC is independent of the City of Destin as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards. Accordingly, no relationship exists between the Firm of Mauldin & Jenkins, LLC and the City or any of its employees, Board members or with any person or agency that constitutes a conflict of interest with respect to the City.

In addition, the staff of Mauldin & Jenkins, LLC have not conducted other services for the City, nor has it made any management decisions, and accordingly, will not be auditing work or decisions made by the Firm's employees, nor are there other ways to compromise our independence as defined by the AICPA.

[Signature] Wade P Sansbury

Wade P. Sansbury, CPA, Partner

Name & Title of Authorized Representative (Printed)

8-16-2022

Date

Mandatory Attachment #4

CITY OF DESTIN RFP 22-07-FIN
PROOF OF FIRM REGISTRATION WITH FLORIDA DBPR

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

9:47:06 AM 8/1/2022

Licensee Information

Name:	MAULDIN & JENKINS, CERTIFIED PUBLIC ACCOUNTANTS, LLC (Primary Name)
	MAULDIN & JENKINS (DBA Name)
Main Address:	200 GALLERIA PKWY SE SUITE 1700 ATLANTA Georgia 30339
County:	OUT OF STATE

License Information

License Type:	FIRM
Rank:	CPA Firms
License Number:	AD0007585
Status:	Current
Licensure Date:	06/04/1985
Expires:	12/31/2023

Mandatory Attachment #5

CITY OF DESTIN RFP 22-07-FIN
CPA LICENSES FOR ALL KEY PROFESSIONAL STAFF

Ron DeSantis, Governor — Julie I. Brown, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AD0007585 — **EXPIRATION DATE: DECEMBER 31, 2023**

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

MAULDIN & JENKINS, CERTIFIED PUBLIC ACCOUNTANTS, LLC
MAULDIN & JENKINS
200 GALLERIA PKWY SE SUITE 1700
ATLANTA GA 30339

ISSUED: 12/15/2021

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Ron DeSantis, Governor — Julie I. Brown, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AC45811 — **EXPIRATION DATE: DECEMBER 31, 2023**

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

SANSBURY, WADE PATTEN
1401 MANATEE AVENUE WEST
SUITE 1200
BRADENTON FL 34205

ISSUED: 09/30/2021

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Ron DeSantis, Governor

Julie I. Brown, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AC42735

EXPIRATION DATE: DECEMBER 31, 2023

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

ANDERSON, DANIEL ROSS
3607 1ST AVENUE W
BRADENTON FL 34205

ISSUED: 12/16/2021

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Mandatory Attachment #6

CITY OF DESTIN RFP 22-07-FIN
PEER REVIEW OF QUALITY CONTROL

A copy of the report on external quality control review is provided on the following page.

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 12, 2020

To the Shareholders of Mauldin & Jenkins, LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer and an examination of service organization's SOC 1 engagement.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

PBMares, LLP | 725 Jackson Street, Suite 210 | Fredericksburg, VA 22401 | P 540.371.3566 | 1.800.296.3710 | F 540.371.3598

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Mauldin & Jenkins, LLC has received a peer review rating of *pass*.

PBMares, LLP

PBMares, LLP

Mandatory Attachment #7

CITY OF DESTIN RFP 22-07-FIN
PROOF OF INSURANCE

Please see the following page for our current standard certificate of insurance.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/24/2022

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

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

PRODUCER
PointeNorth Insurance Group, LLC
PO Box 724728
Atlanta GA 31139

CONTACT NAME: Brenda Durham
PHONE (A/C, No, Ext): (770) 858-7540 FAX (A/C, No): (770) 858-7545
E-MAIL ADDRESS: bdurham@pointenorthins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Cincinnati Insurance Company	10677
INSURER B:	Chubb Indemnity Ins Co	12777
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Mauldin & Jenkins, LLC
200 Galleria Parkway SE
Suite 1700
Atlanta GA 30339-5946

COVERAGES CERTIFICATE NUMBER: 2022/2023 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Host Liquor Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:			ENP 0536302	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							Hired/Non Owned Auto	$ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ENP 0536302	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 2,000,000
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			EXS 0262115	07/01/2022	07/01/2023	EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7176-4674	07/01/2022	07/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Wilkin H Skacha

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Mandatory Attachment #8

CITY OF DESTIN RFP 22-07-FIN
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFP-22-07-FIN

2. This sworn statement is submitted BY Mauldin & Jenkins, LLC whose business address is 1401 Manatee Avenue West, Suite 1200; Bradenton, FL 34205

and (if applicable) Federal Employer Identification Number (FEIN) is 58-0692043 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Wade P. Sansbury and my relationship to the entity named above is Partner

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

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

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

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

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

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

shareholders, employees, members, and agents who are active n management of an entity.

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

_X_Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Wade P Sandoy

Date: 8-16-2022

STATE OF FLORIDA
COUNTY OF Manatee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16th day of August, 2022, and is personally known to me, or has provided_____as identification.

Jacqualyn McGlaughlin
Notary Public

My Commission expires: 7/12/2025

Jacqualyn McGlaughlin
Notary Public
State of Florida
Comm# HH152667
Expires 7/12/2025

Mandatory Attachment #9

CITY OF DESTIN RFP 22-07-FIN
DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Mauldin & Jenkins, LLC

ADDRESS: 1401 Manatee Avenue West, Suite 1200

CITY: Bradenton STATE: FL ZIP CODE: 34205

TELEPHONE NUMBER: 941-747-4483

SIGNATURE: Wade P Sansbury DATE: 8-16-2022

NAME (TYPED OR PRINTED): Wade P. Sansbury

TITLE: Partner

EXHIBIT A
CONFIRMATION OF RECEIPT OF ADDENDUM#1

This addendum forms a part of the Contract Documents and modifies the original specifications for this project. Acknowledge receipt of this addendum shall be required in the cover letter. Failure to do so may subject the Proposer to disqualification. The following items shall become a part of the proposal for the above referenced project.

Addendum 1 addresses fifteen (15) questions submitted by various proposers.

Opening Date Unchanged: **August 18, 2022 2:00 PM CDT**

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

Receipt of Addendum #1 is hereby acknowledged:

Wade P. Sansbury
Print Name

Wade P Sansbury
Signature

8-16-2022
Date

Going Further.

No matter what road you're on, we are here to help you navigate through your unique circumstance to reach your financial goals.

INTEGRITY.

100+ year history of quality & expertise

INNOVATION.

Continued advancements, opportunities & solutions to drive us into the **future**

INSPIRATION.

A **culture** guided by our vision of service and community

MAULDIN & JENKINS

www.mjcpa.com

1. Cover Page

Proposal To Provide Financial Audit Services To

The City of Destin

RFP #22-07-FIN

Legal Name

James Moore & Co., P.L.

FEIN 59-3204548
247 Tim Gamble Place, Suite 200
Tallahassee, FL 32308

Phone: 850-386-6184
Fax: 850-422-2074

www.jmco.com

Contact

Zach Chalifour, CPA
Engagement Lead Partner

Zach.Chalifour@jmco.com

August 18, 2022

ORIGINAL

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AT YOUR SERVICE.
ALWAYS.

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3. Transmittal Letter

August 18, 2022

Mr. Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Dear Mr. Bailey and Members of the Selection Committee:

We are pleased to present our proposal to provide audit services to the City of Destin for the fiscal years ending September 30, 2022-2024 with potential extensions for fiscal years ending 2025 and 2026. Our dedication to clients runs deep and we know working together will pave the way for many achievements. Seeing our clients succeed is why we got into this business in the first place. We work alongside governmental organizations so they can focus on the important tasks at hand. We are James Moore, financial specialists, and our mission is to help you achieve yours.

As a regional Florida firm that appreciates all our area has to offer, we have a vested interest in providing the highest level of service to the City. As such, this proposal highlights what makes James Moore *the best firm to perform your audit*.

Understanding and Commitment to Perform the Work

We understand the City wishes to obtain the services of a certified public accounting firm licensed in Florida for annual financial and compliance auditing services for the City of Destin and for the Destin Community Redevelopment Agency for the three fiscal years ending September 30, 2022, 2023, and 2024, with potential extensions for 2025 and 2026. The successful firm shall conduct the audits in accordance with:

- Auditing standards generally accepted in the United States of America
- Standards applicable to financial audits contained in Government Auditing Standards
- Requirements of Sections 218.39 and 218.415 of the Florida Statues and Chapter 10.550 of the Rules of the Auditor General
- Provisions of the OMB Uniform Guidance 2.CFR 200, and the Florida Single Audit Act, Section 215.97, Florida Statutes
- All other applicable federal, state and local laws or regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future

We commit to complete all engagement activities within the time periods stated in the RFP.

Why Choose James Moore?

We're just going to come out and admit that we're experts in financial matters. However, it is our stellar client service that sets us apart from the rest. But don't just take our word for it...

100% of our government clients are likely to recommend James Moore to their friends and colleagues.

This is according to our Net Promoter Score (NPS) - a leading indicator of customer experience and business growth recognized around the world. A score of 100 is a pretty big number as it is; when it comes to a company's NPS, it's world class. Given the accounting industry average of 39, we'd say that puts us in pretty good (and rare!) company.

And, we're more than just an accounting firm; as a trusted business consulting resource, we provide additional services that cover a variety of needs. A relationship with our firm gives you access to professionals in data analytics, operational excellence, strategic planning, leadership development, human resources, process efficiency, and other areas that can help you succeed.

3. Transmittal Letter

Extensive Governmental Experience

Over the years we have served more than 100 local governments throughout the state of Florida, and our firm has established a Government Services Team comprised of individuals who work almost exclusively on these engagements. These team members are entrenched in the government industry, both in the services we provide to governmental entities throughout Florida and because of our industry associations. The team also regularly undergoes formal training and skill development focused on the needs of local governments. Our understanding of the requirements and operations of government entities means the highest quality of service for you.

Zach Chalifour, CPA, your Lead Engagement Partner, is the leader of the firm's Government Services Team. He has 15 years of experience serving government entities and is an ACFR reviewer for the Government Finance Officers Association (GFOA). Zach is a member of the Florida Government Finance Officers Association (FGFOA) Conference Program committee and also is a frequent speaker for the FGFOA and Florida Institute of CPAs (FICPA).

Mark Payne, CPA, your Consulting Partner, has over 30 years of experience providing audit and consulting services to government organizations, associations, and nonprofit organizations throughout the state of Florida. He has extensive knowledge of federal and state single audit guidelines and, as such, has been intricately involved with audits of organizations that receive state and federal financial assistance subject to Government Auditing Standards. He is a key member of our Government Services Team and our Accounting and Auditing Team.

James Halleran, CPA, your Quality Control Review Partner, has more than 25 years of experience providing audit and consulting services to government organizations throughout the state of Florida. James is known statewide as a distinguished government accountant and consultant and serves as an ACFR reviewer for the GFOA. James also sits on the Technical Resource Committee for the FGFOA. He is an active committee member with the FICPA and served on the FICPA Steering Committee of the State & Local Government Section for a number of years. As a result of this experience, he is frequently asked to present on topics specific to internal controls and accounting standards to industry-specific groups throughout Florida.

Transitioning to a New Perspective

For over 50 years, James Moore has successfully handled audit transitions on government engagements. This experience has allowed us to fine tune our transition approach, which will result in minimal disruption to your personnel and operations and a fresh look at your financial picture.

We enter each new engagement with the understanding that no two governmental organizations are the same—nor do they have the same financial process. A smooth transition is best accomplished when we understand the specific needs of our client. We'll take time to learn about your goals, the issues that cause frustration, and the key elements of your financial processes. We will use this information to create a framework that integrates with our audit process and allows us to seamlessly transition into the new role as your auditor.

What our proposal cannot convey is our sincere desire to work with the City. Our philosophy is simply stated—*we believe our efforts should contribute to your success each year.*

James Moore's proposal is a firm and irrevocable offer for 90 days from the proposal due date (August 18, 2022). As a Partner in the firm, I have the authority to bind James Moore & Co., P.L.

Sincerely,
James Moore & Co., P.L.

Zach Chalifour, CPA
Partner

Moore At-A-Glance

Every day you go above and beyond. So do we.

We Are Moore

As in, James Moore. But also as in, we exceed expectations in ways other accounting practices can't. Delivering more for our clients is always how we've conducted business. That's what led James "Jim" F. Moore to launch our firm in 1964. And we're proud to carry on that legacy today.

Satisfaction Guaranteed

(Yours, not ours.)

Our aim is to make clients as happy and satisfied as possible. But doing that means not being satisfied with our level of accounting knowledge or the amount of services we provide. It's a commitment to bettering ourselves. To go above and beyond every day. Just like you.

OFFICES

Back in the day, we were a sole proprietorship. Since then, we have steadily grown into a regional accounting firm with offices in:

- Daytona Beach
- DeLand
- Gainesville
- Ocala
- Tallahassee

JAMES MOORE & CO., P.L.

- Licensed as a certified public accounting firm
- Limited liability company
- Founded in 1964
- For more than 55 years, our firm's primary focus has been on serving the needs of clients and helping them achieve their goals (and by and large, we've succeeded!)

OUR PEOPLE

- 250+ highly skilled, professional, and unique individuals (they're also our primary asset)
- Focused on creating exceptional career opportunities for our people (when they grow, we grow!)
- Recruited from local universities who graduated in the top 25% of their graduating class
- An equal employment opportunity company with a culturally and ethnically diverse workforce

4. Firm Qualifications and Experience

Offices and Staffing

James Moore & Co., P.L.

	FIRMWIDE	DAYTONA BEACH	DELAND	GAINESVILLE	OCALA	TALLAHASSEE
Members (partners)	21	4	1	13	1	2
Directors & Managers	58	17	3	27	3	8
Accounting Staff	82	21	3	33	12	13
Accounting & Controllership Staff	32	5	1	21	-	5
Technology Solutions Consulting Staff	15	3	-	11	-	1
Administrative Staff	43	7	4	20	8	4
Total	**251**	**57**	**12**	**125**	**24**	**33**
Government Audit Staff	53	13	3	29	-	8
CPAs	83	26	3	38	4	12

4. Firm Qualifications and Experience

Awards and Recognitions

Recognitions aren't about giving ourselves a pat on the back. They're about serving you as best we can. That said, our dedication to personal service has caught the attention of the industry. We're extremely humbled by the recognition and inspired to live up to it every day.

2021 Best Firm
For Equity Leadership
MOVE PROJECT

Recognized as a Best Firm for Equity Leadership by the Accounting MOVE Project, with *52% women partners in our firm.*

accountingTODAY 2021 Best Firms to Work For

accountingTODAY 2020 Best Firms for Women

INSIDE PUBLIC ACCOUNTING TOP 200 FIRMS 2022

- Named by *Forbes Magazine* as one of America's Top Recommended Tax & Accounting Firms.
- *Accounting Today* named James Moore the #1 Best Firm for Women in 2020 and a Best Accounting Firm to Work For multiple times since 2015.
- *Florida Trend* has ranked James Moore as one of the Top 25 Accounting Firms in Florida since 2014.
- *INSIDE Public Accounting* recognized James Moore as a Top 200 Firm since 2010 (12 years running!).

The Attention of a Regional Team.
The Gravitas of an International Firm.

When you hire James Moore, regional firm service comes with big firm backup. Our affiliations and memberships provide us with resources and networks around the world. So we keep our knowledge up to date and can reach out to additional experts whenever it will benefit you.

Statewide Affiliation

James Moore is a member of the Florida Institute of Certified Public Accountants (FICPA), as well as various other trade associations related to the industries we serve.

National & International Affiliations

Our firm is a member of the American Institute of Certified Public Accountants (AICPA). In addition, James Moore is a member of AGN International, an association of independent accounting firms represented in more than 82 nations around the world, complementing our ability to serve our clients. This affiliation provides access to a wide array of resources, management tools, educational opportunities, and professional experience. Our connection with AGN International enhances our ability to support and better serve our clients through a continuous exchange of information and resources.

Governmental Organizations

James Moore is a member in good standing of the following governmental accounting organizations. Our Daytona Beach and Tallahassee offices played a pivotal role in starting the Big Bend and Volusia/Flagler Chapters of the FGFOA:

- AICPA Governmental Audit Quality Center
- FICPA State and Local Government Section
- Government Finance Officers Association (GFOA)
- Florida Government Finance Officers Association (FGFOA)
- Florida League of Cities
- Various local chapters of the Florida League of Cities and the FGFOA

4. Firm Qualifications and Experience

Independence

James Moore adheres to all independence rules and interpretations of the AICPA, the State of Florida and the U.S. General Accounting Office's (GAO) Government Auditing Standards. Professional and personal relationships with clients that could raise any doubt as to the appearance of independence are constantly re-examined.

The firm and the employees to be assigned to your engagement are independent with respect to the City of Destin, as defined by generally accepted auditing standards in the United States of America and Government Auditing Standards as promulgated by the GAO.

We agree to notify you of any professional relationships entered into during the period of this engagement that could affect our independence.

4. Firm Qualifications and Experience

Government Services Team

Government entities are a cornerstone of our firm's practice. So our Government Services Team is entrenched in your industry, because understanding the issues you face is the key to helping you overcome them. These team members work primarily with government clients and maintain memberships in and contacts with prominent industry organizations.

James Moore has provided auditing services for over 100 local governments and related organizations. As a result of this experience, we thoroughly understand the workings of entities like yours and can perform your audit efficiently and thoroughly - resulting in a cost effective yet thorough engagement.

However, we're more than just a government auditor; we assist with all of the complexities associated with financial reporting and daily challenges. In addition to independent auditing services, solutions we provide include:

- Federal & State Compliance Solutions
- Financial Condition Assessments
- Budget Development/Evaluation
- Internal Control Analyses
- Elected Official Orientation
- Comprehensive Annual Financial Reports
- New Standard Implementation Assistance
- Forensic Auditing
- Decision Validation
- Finance Director Solutions
- Revenue Enhancement Audits
- Needs Assessments - Financial & IT
- Rate Studies
- Audit Readiness
- Actuarial Report Interpretations
- Risk Management Assistance
- Lean Six Sigma
- Fund Balance Planning & Management
- Agreed-Upon Procedures
- Comfort letters in connection with debt securities

Two of your engagement leaders, Zach Chalifour and James Halleran, currently serve on the GFOA's ACFR Review Committee, which reviews ACFRs of governmental entities to determine if a ACFR meets the reporting requirements necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting.

James also has served on the FICPA Local Government Committee for several years and the FGFOA Technical Resource Committee. In addition, both he and Zach have taught at several FGFOA Conferences and local chapter meetings and are frequent speakers throughout the state of Florida.

4. Firm Qualifications and Experience

Comprehensive Government Experience

Our firm has audited over 100 governmental entities (local and state), giving us in-depth knowledge of your needs and requirements. A complete list of our municipal and county government experience is as follows:

Municipalities

- Altha
- Astatula
- Atlantic Beach
- Avon Park
- Bristol
- Bunnell
- Callahan
- Cape Canaveral
- Carrabelle
- Casselberry (special project)
- Chattahoochee
- Chiefland
- Crescent City
- Cross City
- Crystal River
- Daytona Beach
- Daytona Beach Shores
- DeBary
- DeLand
- Edgewater
- Fernandina Beach
- Flagler Beach
- Golden Beach
- Grand Ridge
- Green Cove Springs
- Greensboro
- Greenville
- Hampton
- Havana
- High Springs
- Hilliard
- Holly Hill
- Inglis
- Interlachen
- Lake City
- Lake Helen
- Lynn Haven
- Madeira Beach
- Malabar
- Marco Island
- Melbourne (special project)
- Melbourne Beach
- Mexico Beach
- Midway
- Monticello
- Newberry
- New Smyrna Beach
- Orange Park
- Ormond Beach
- Palm Coast
- Pomona Park
- Port Orange
- Quincy
- South Daytona
- St. Augustine Beach
- St. Marks
- St. Pete Beach
- Starke
- Titusville
- Welaka
- Williston
- Winter Park
- Yankeetown

Counties

- Baker
- Flagler
- Gilchrist
- Hamilton
- Levy
- St. Johns
- Union
- Volusia
- Wakulla

4. Firm Qualifications and Experience

Single Audit Experience

James Moore has extensive experience preparing single audits for government organizations in accordance with Government Auditing Standards, issued by the Comptroller General of the United States (Yellow Book), OMB Uniform Grant Guidance, the Florida Single Audit Act, and Rules of the Auditor General, Chapter 10.550. We have performed single audits for the following governmental clients (current and former).

- City of Avon Park
- City of Bristol
- City of Bunnell
- City of Cape Canaveral
- City of Carrabelle
- City of Crystal River
- City of Daytona Beach
- City of Daytona Beach Shores
- City of DeLand
- City of Edgewater
- City of Flagler Beach
- City of Green Cove Springs
- City of High Springs
- City of Holly Hill
- City of Lake City
- City of Lynn Haven
- City of Mexico Beach
- City of Monticello
- City of New Smyrna Beach
- City of Ormond Beach
- City of Palm Coast
- City of Port Orange
- City of South Daytona
- City of St. Augustine Beach
- City of St. Marks
- City of St. Pete Beach
- City of Starke
- City of Titusville
- City of Williston
- City of Winter Park
- Town of Altha
- Town of Grand Ridge
- Town of Greensboro
- Town of Greenville
- Town of Havana
- Town of Interlachen
- Town of Orange Park
- Baker County
- Flagler County
- Gilchrist County
- Hamilton County
- Levy County
- St. Johns County
- Union County
- Volusia County
- Wakulla County
- Capital Region Transportation Planning Agency
- Clay County Utility Authority
- Cypress Head Golf Club (City of Port Orange)
- Florida Governmental Utility Authority
- North Florida Broadband Authority
- Northeast Florida Regional Council
- Northwest Florida Water Management District
- Putnam-Clay-Flagler EOC, Inc.
- River to Sea Transportation Planning Organization
- Southwest Florida Water Management District
- Space Coast Transportation Planning Organization
- St. Johns River Water Management District
- Suwannee River Economic Council
- Suwannee River Water Management District
- Suwannee Valley Transit Authority
- Wakulla County School Board

4. Firm Qualifications and Experience

Certificate of Achievement for Excellence in Financial Reporting (ACFR)

James Moore has extensive experience in assistance with preparation of comprehensive annual financial reports and auditing governmental and nonprofit entities in accordance with Government Auditing Standards, issued by the Comptroller General of the United States (Yellow Book), OMB Uniform Grant Guidance, the Florida Single Audit Act, and Rules of the Auditor General, Chapter 10.550.

Two members of your engagement team, Zach Chalifour and James Halleran, currently serve on the GFOA's ACFR Review Committee. This committee reviews ACFRs of governmental entities in order to determine whether an ACFR meets the reporting requirements necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting.

Our government clients (current and former) served by this office that have participated in the Certificate of Achievement for Excellence in Financial Reporting Program are as follows:

- City of Avon Park
- City of Cape Canaveral
- City of Daytona Beach
- City of Daytona Beach Shores
- City of DeLand
- City of Edgewater
- City of Holly Hill
- City of Madeira Beach
- City of New Smyrna Beach
- City of Ormond Beach
- City of Palm Coast
- City of Port Orange
- City of South Daytona
- City of St. Pete Beach
- City of Titusville
- City of Winter Park
- Florida Governmental Utility Authority
- Seacoast Utility Authority
- Southwest Florida Water Management District
- St. Johns County
- St. Johns River Water Management District
- Union County
- Volusia County

4. Firm Qualifications and Experience

Experience with Authorities and Other Special Districts

- Alligator Point Water Resources District
- Big Bend Water Authority
- Bradford County Development Authority
- Bridge Harbor Community Development District
- Capital Region Transportation Planning Agency
- CBL/BM Port Orange West Community Development District
- Cedar Key Water and Sewer District
- Clay County Development Authority
- Clay County Utility Authority
- Cypress Head Golf Club (City of Port Orange)
- Daytona Beach Racing & Recreational Facilities District
- Economic Development Commission of Florida's Space Coast
- Emergency Medical Foundation, Inc.
- Federal Equitable Sharing & Law Enforcement Trust
- First Step Shelter
- Florida Court Clerks and Comptrollers
- Florida Department of Community Affairs
- Florida Governmental Utility Authority
- Gainesville Community Redevelopment Agency
- Halifax Area Advertising Authority
- Halifax Management System, Inc.
- Highway 79 Corridor Authority
- Indian River Lagoon Council
- North Florida Broadband Authority
- Northeast Florida Regional Council
- Northwest Florida Water Management District
- One Daytona Community Development District
- PBR Community Development District
- Putnam-Clay-Flagler EOC, Inc.
- River to Sea Transportation Planning Organization
- Seacoast Utility Authority
- South Walton County Mosquito Control District
- Southeast Volusia Area Advertising Authority
- Southeast Volusia Hospital District
- Southwest Florida Water Management District
- Space Coast Transportation Planning Organization
- St. Johns River Water Management District
- St. Lucie West Services District
- Suwannee River Economic Council, Inc.
- Suwannee River Water Management District
- Suwannee Valley Transit Authority
- SWI Community Development District
- Villages of Avignon Community Development District
- Volusia Council of Governments
- Volusia County Industrial Development Authority
- Volusia Soil & Water Conservation District
- Volusia Water Alliance
- Walkers Green Community Development District
- Water Authority of Volusia
- West Volusia Advertising Authority
- West Volusia Hospital Authority

4. Firm Qualifications and Experience

References

We are pleased to provide you with references of clients served who best match the requirements and needs of your organization. We invite you to contact these entities regarding our dedication to our client service, our professionalism, and our knowledge and experience.

City of Lynn Haven	Kiki Roman, Finance Director (850) 265-2121 kroman@cityoflynnhaven.com
City of Mexico Beach	Mario Gisbert, City Administrator (850) 648-5700 m.gisbert@mexicobeachgov.com
Wakulla County	Greg James, Clerk of Court (850) 926-0905 gjames@wakullaclerk.com
Florida Governmental Utility Authority	Mickey Joseph, CPA, Chief Financial Officer (407) 629-6900 mjoseph@govmserv.com
South Walton County Mosquito Control District	Darrin Dunwald, Director (850) 267-2112 director@swcmcd.org

Rarely do you find one accounting, auditing and consulting company that has such a commitment to client relationships, service quality, and continuing professional development. As the City Manager with the City of St. Marks, Florida I can say that James Moore & Company, CPAs is one of the most efficient I have encountered. They have provided services to St. Marks, Florida since 2011. Their partners, audit managers, and field auditors are accessible, responsive, and dedicated.

Zoe Mansfield
City Manager
City of St. Marks, Florida

4. Firm Qualifications and Experience

Strength and Stability of the Firm

James Moore & Co., P.L. has been in business for over 50 years and is in sound financial condition. Our financial stability allows us to invest heavily in our service management system to maintain high levels of efficiency and accountability. It also means we're able to grow our workforce as needed.

Summarized Financial Information

BY THE NUMBERS

- $27M Revenues
- $4.7M Assets
- 251 Employees
- 5 Offices

STEADY GROWTH

Our workforce is 250+ employees strong with 8% growth every year since 2013

LOCAL OWNERSHIP

RELIABLE TEAM

21 Partners with a combined 350 years of tenure at JMCO

SECURELY COVERED

Maintaining insurance coverage for workers' compensation, general commercial liability, and professional liability

55+ YEARS OF REGIONAL STABILITY

- Largest Accounting firm in the North Central Florida Region
- Top Accounting Firms statewide by *Florida Trend* Magazine
- Top 200 Firm in the US by *Inside Public Accounting*

Our firm is a loyal customer of Ameris Bank

4. Firm Qualifications and Experience

Staffing Capability, Work Load and Record of Meeting Schedules

While our current staff are enough to serve all of our existing clients, we continue to hire new personnel on a regular basis. As our workload increases, our firm stays ready to provide the highest level of client service. The bottom line– **we always will have the ability to complete the work required by the City.**

Currently, during our government season (primarily November–March), our scheduled hours versus capacity of supervisory personnel are at approximately 70% based on projections for this upcoming government audit season. Based on a government services supervisory team (seniors and above) of approximately 40 individuals, this results in an overall expected capacity of approximately 6,000-8,000 hours.

We believe constant and open communication with you is the key to monitoring the progress of your audit in order to meet the schedule and budget requirements. Since we communicate regularly during the entire audit process, there will be no surprises when we issue our reports. Every member of your engagement team has a specific role to play, and our audit approach includes well-defined steps that involve schedule planning, progress monitoring, and diligent and flexible communication. Emphasizing two-way communication with you ensures dates associated with our agreed-upon timeline are not compromised. As such, all management personnel with James Moore will be available for telephone calls and specific inquiries. One or more management personnel will be available for meetings within a 24-hour notice.

Approach to Stay Current on GASB Statements, Guidelines, and Best Practices

We consider GASB standard assistance to be part of our role as auditors and trusted business advisors.

The release of new Governmental Accounting Standards Board (GASB) accounting standards has the potential for a significant impact on your financial statements.

Upon the release of a new GASB statement, the potential impact to your financial statements is analyzed and discussed with appropriate management personnel. We will work with your management and accounting personnel to ensure all applicable new standards are implemented in the financial statements in a timely manner, to include assistance with the drafting of new or updated disclosures. We also release articles, email notifications, and whitepapers on these standards whenever needed to ensure government entities have the most up-to-date information available on these important developments.

Quality Assurance Practices

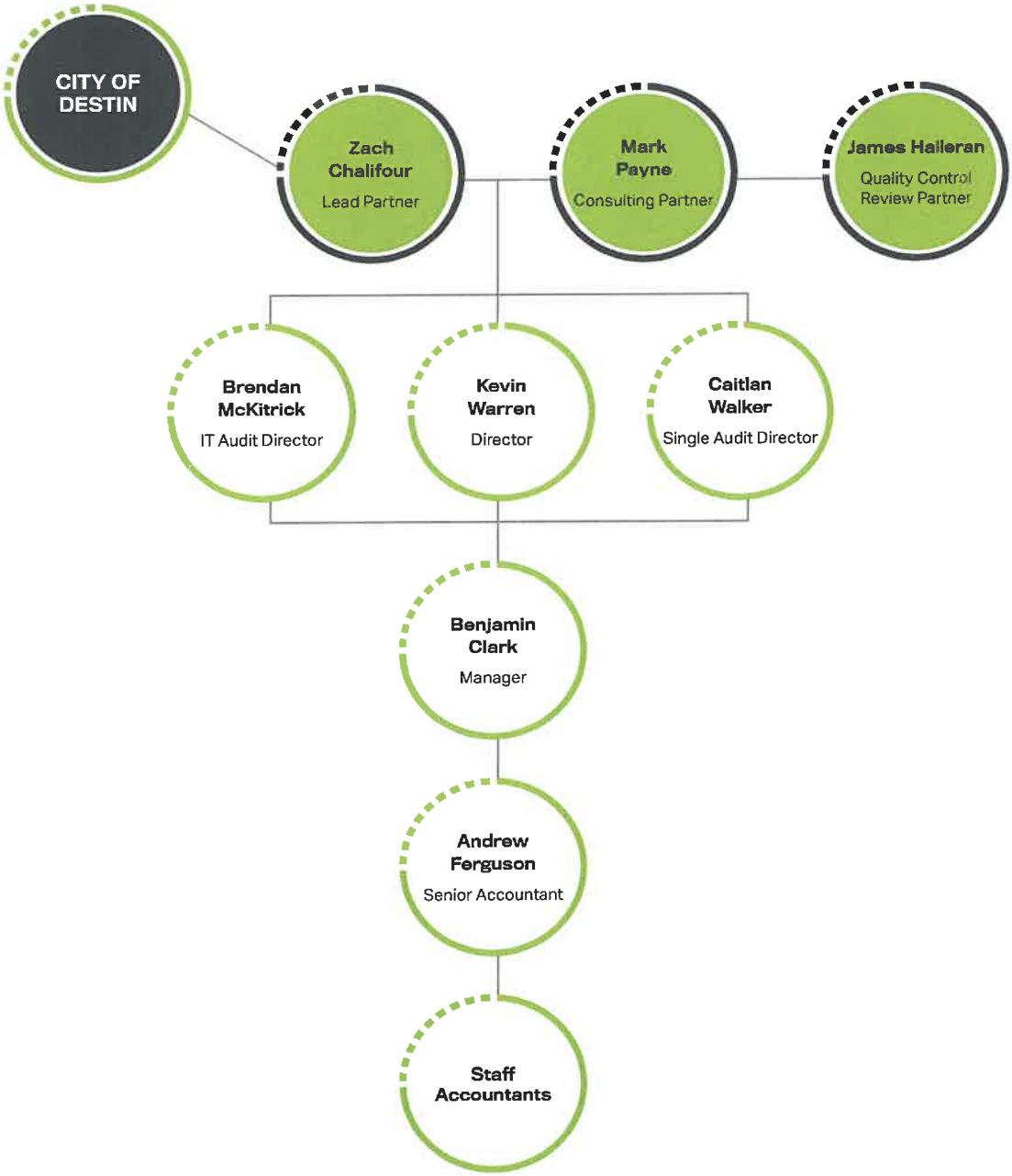
The firm has written procedures that address quality control with regard to independence, integrity, and objectivity; personnel management practices of hiring; assignment of personnel; professional development and advancement; acceptance and continuance of clients and engagements; engagement performance; and monitoring.

These procedures define the process to provide the firm with assurance that its personnel comply with applicable professional standards and the firm's standards of quality. It is our policy to follow the guidelines of the AICPA, Financial Accounting Standards Board (FASB), Governmental Accounting Standards Board (GASB), and the Government Finance Officers' Association (GFOA).

5. Management Staff Experience

Proposed Staffing Plan

We believe successful engagement performance requires a strong, functional team. Our approach to selecting an engagement team is based on the need for close coordination, carefully-defined responsibilities, open lines of communication, and constant quality control throughout the engagement. We hire the best from around the state, bringing value to our partnership with clients. Your engagement will be staffed by full-time accountants. All members have extensive experience serving related entities. The proposed engagement team is as follows, with their résumés on the subsequent pages.



5. Management Staff Experience

Résumés

Zach Chalifour, CPA
Lead Partner

Zach has over 15 years of experience serving government entities. As a result of his experience, he leads our Government Services and Accounting & Auditing Teams.

Engagement Responsibilities

As the Lead Partner, Zach will serve as the primary point of contact and will have complete as well as final responsibility for the engagement. He will oversee and approve all procedures and also be responsible for ensuring the highest quality of client services.

Experience

Throughout his career with the firm, Zach's primary focus has been on rendering services for government entities with budgets ranging from $1 million to nearly $1 billion, including those that have received annual federal and state assistance subject to OMB Uniform Guidance and the Florida Single Audit Act of almost $100 million.

The leader of our firm's Government Services Team, Zach has worked with numerous clients to assist in the early implementation of new GASB standards. He serves in a consulting capacity to assist entities and organizations prepare for their external audits and to prepare financial statements. Zach also brings a unique perspective to the audit environment based on his inside working knowledge of local government finance, having served as the contract Finance Director for the City of Lake Helen since early 2019.

Zach has spoken at the FGFOA Conference and School of Government Finance, various local FGFOA chapters, and conducted several webinars on topics addressing single audits and the Uniform Guidance, GASB standard updates, internal control best practices, and various other topics. Zach is an ACFR reviewer for the GFOA.

Education & CPE

Zach received a Master of Accountancy and Bachelor of Business Administration with a Major in Accounting Information Systems from Stetson University. He has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

Memberships

- American Institute of Certified Public Accountants (Member of the Government Audit Quality Center)
- Florida Institute of Certified Public Accountants (State & Local Government Section)
- Government Finance Officers Association (ACFR Reviewer)
- Florida Government Finance Officers Association (Planning Conference Committee and Instructor)
- Space Coast Chapter of the FGFOA
- Volusia/Flagler Chapter of the Florida Government Finance Officers Association (Instructor)
- Florida League of Cities
- Northeast Florida League of Cities
- Space Coast League of Cities
- Volusia League of Cities
- Leadership Daytona, Class of XXXV
- Junior Achievement of Volusia County
- Volusia Honor Air Flight VI Guardian
- Volusia Young Professionals Group
- Daytona Beach Quarterback Club (Treasurer)

5. Management Staff Experience

Résumés

Zach Chalifour, CPA

Relevant Experience

Municipalities

- City of Bristol
- City of Bunnell
- City of Cape Canaveral
- City of Carrabelle
- City of Casselberry (special project)
- City of Chattahoochee
- City of Chiefland
- City of Crescent City
- City of DeLand
- City of Edgewater
- City of Green Cove Springs
- City of Hampton
- City of High Springs
- City of Lake City
- City of Lake Helen
- City of Lynn Haven
- City of Madeira Beach
- City of Marco Island (fraud investigation)
- City of Melbourne (special project)
- City of Mexico Beach
- City of New Smyrna Beach
- City of Ormond Beach
- City of Palm Coast
- City of Port Orange
- City of St. Augustine Beach
- City of St. Pete Beach
- City of Starke
- City of Titusville
- City of Winter Park
- Town of Astatula
- Town of Cross City
- Town of Grand Ridge
- Town of Greensboro
- Town of Greenville
- Town of Havana
- Town of Hilliard
- Town of Inglis
- Town of Interlachen
- Town of Jennings
- Town of Malabar
- Town of Melbourne Beach
- Town of Welaka
- Town of Yankeetown

Counties

- Baker County
- Gilchrist County
- Levy County
- St. Johns County
- Union County
- Volusia County
- Wakulla County

Other Governmental Organizations

- Big Bend Water Authority
- Bridge Harbor Community Development District
- Capital Region Transportation Planning Organization
- Cedar Key Water and Sewer District
- Clay County Development Authority
- Clay County Utility Authority
- Florida Governmental Utility Authority
- Florida PACE Funding Agency
- Halifax Area Advertising Authority
- Housing Finance Authority of Volusia County
- Indian River Lagoon Council
- North Florida Broadband Authority
- Northeast Florida Regional Council
- Northwest Florida Water Management District
- River to Sea Transportation Planning Organization
- Seacoast Utility Authority
- Space Coast Transportation Planning Organization
- Southeast Volusia Advertising Authority
- Southeast Volusia Hospital District
- Southwest Florida Water Management District
- St. Lucie West Services District
- St. Johns River Water Management District
- Volusia County Industrial Development Authority
- West Volusia Tourism Advertising Authority
- West Volusia Hospital Authority

Retirement/Pension

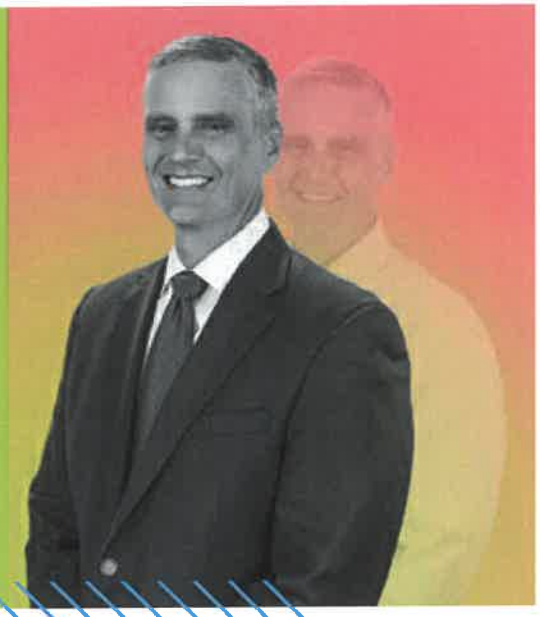
- City of Port Orange General Employees Defined Benefit Plan
- City of Port Orange Police Pension Plan
- Halifax Health Pension Plan

5. Management Staff Experience

Résumés

Mark Payne, CPA
Consulting Partner

Mark has over 30 years of experience as a certified public accountant in the states of Florida and Georgia, providing accounting and consulting services to nonprofit organizations, professional associations and governmental agencies. He is the Partner-In-Charge of the firm's Tallahassee office and leads the firm's Nonprofit Services Team.



Engagement Responsibilities

As the consulting partner, Mark will be a technical resource for the entire team. He will be available to answer questions, perform reviews as needed, and address specific questions or concerns that arise throughout the engagement.

Experience

Mark has extensive knowledge of OMB Uniform Grant Guidance and has been intricately involved with audits of nonprofit organizations and governmental entities that receive state and federal financial assistance subject to Government Auditing Standards. His detailed knowledge of Federal and State tax compliance has made him a firm-wide resource when questions arise regarding nonprofits and accounting.

Mark is an active speaker throughout Florida and the southeast, addressing topics related to the Federal Uniform Grant Guidance, internal controls, nonprofit board development, financial management, and reviewing financial statements. He is a member of several professional associations and nonprofit boards, including the Institute for Nonprofit Innovation and Excellence where he serves as a board member and the United Partners for Human Services, Inc.

Education & CPE

Mark received a Bachelor of Science in Accounting and Finance from Florida State University. He has been directly involved in developing courses for in-house CPE training and has served as an instructor for audit-related courses. Mark has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

Memberships

- American Institute of Certified Public Accountants (Member of the Government Audit Quality Center)
- Florida Institute of Certified Public Accountants
- Georgia Society of Certified Public Accountants
- Government Finance Officers Association
- Florida Government Finance Officers Association
- The Institute for Nonprofit Innovation and Excellence (Board Member)
- Strategic Nonprofit Alliance Partnership (SNAP), Inc. (Founding Member)
- United Partners for Human Services, Inc. (Board Member)
- Tallahassee Board of Realtors, Inc.

5. Management Staff Experience

Résumés

Mark Payne, CPA

Relevant Experience

Government

- City of Cape Canaveral
- City of Carrabelle
- City of DeLand
- City of Fernandina Beach
- City of Lynn Haven
- City of Midway
- City of Monticello
- City of St. Marks
- City of Titusville
- Town of Greensboro
- Town of Havana
- Baker County
- Union County
- Volusia County
- Wakulla County
- Big Bend Water Authority
- Florida Governmental Utility Authority
- North Central Florida Public Charter School
- Northwest Florida Water Management District
- Southwest Florida Water Management District
- St. Johns River Water Management District
- Suwannee River Water Management District

Education

- Byrneville Elementary School, Inc.
- Citrus MYcroSchool of Integrated Academics and Technologies, Inc.
- The Foundation for Leon County Schools, Inc.
- Lone Star MYcroSchool, Inc. DBA Lone Star High School
- MYcroSchools - Gainesville, Jacksonville, Pinellas
- New Road to Learning, Inc.
- School for Accelerated Learning and Technologies, Inc.
- School for Integrated Academics and Technologies (SIATech) - Gainesville, Jacksonville, Miami-Dade
- School of Arts and Science Foundation, Inc.
- Taylor County Education Foundation, Inc.
- Seaside School Foundation, Inc.
- The Seaside School, Inc.
- Wakulla's Charter School of the Arts, Science and Technology, Inc.
- World Class Schools of Leon County, Inc.

Nonprofits

- Area Agency on Aging of North Florida
- Big Bend Cares, Inc.
- Big Bend Community Based Care
- Big Bend Homeless Coalition
- Big Brothers Big Sisters of the Big Bend, Inc.
- Bond Community Health Center, Inc.
- Boys & Girls Club of the Big Bend, Inc.
- Brehon Institute for Family Services, Inc.
- Capital City Youth Services, Inc.
- CareerSource Capital Region
- CareerSource Chipola
- CareerSource Escarosa
- CareerSource Florida Crown
- CareerSource Gulf Coast
- CareerSource Okaloosa Walton
- CareerSource Suncoast
- CareerSource Tampa Bay
- The Center for Health Equity, Inc.
- Center for Independent Living
- Children's Services Council of Florida, Inc.
- Disability Rights Florida, Inc.
- Disc Village, Inc.
- The Family C.A.F.E., Inc.
- Florida Alliance for Assistive Services and Technology, Inc.
- Florida Art Education Association, Inc.
- Florida Association for Volunteer Action in the Caribbean and the Americas, Inc.
- Florida Association of Community Health Centers
- Florida Association of Destination Marketing Organizations, Inc.
- Florida Chapter of the American Planning Association, Inc.
- Florida Children's Council
- Florida Coalition Against Domestic Violence Foundation, Inc.
- Florida Commission on Community Service
- Florida Council on Aging, Inc.
- Florida Electric Cooperatives Association, Inc.
- Florida Healthy Kids Corporation
- The Florida Recreation & Park Association
- Florida Veterans Foundation, Inc.
- Positive Direction Youth Center, Inc.
- Wakulla County Senior Citizens' Council, Inc.

5. Management Staff Experience

Résumés

James Halleran, CPA
Quality Control Review Partner

James has more than 25 years of experience providing accounting and consulting services for nonprofit organizations and government entities. He is a key member of our firm's Government and Nonprofit Services Teams.

Engagement Responsibilities

As the Quality Control Review Partner, James will perform the second partner review of the financial statements. He will be available for the entire engagement team for all aspects of the engagement.

Experience

James's experience includes a wide range of assignments with an emphasis on nonprofit and governmental auditing. During his tenure with the firm, James has been involved with nonprofit organizations that receive state and federal financial assistance subject to Government Auditing Standards, Florida Single Audit Act and with OMB Uniform Grant Guidance. He has performed consulting services in the area of internal controls, agreed-upon procedures, and system design. In addition, he has performed internal inspections and external peer reviews for the firm in accordance with peer review requirements.

James is recognized statewide as an expert for government auditing and reporting, and he currently serves on committees for the FICPA and the FGFOA. He often is called upon to teach training courses within the firm and for the FICPA and FGFOA. Additionally, he serves as an ACFR reviewer for the GFOA.

Education & CPE

James received a Master of Science in Taxation and a Bachelor of Science degree in Business Administration with a Major in Accounting from the University of Central Florida. He has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

Memberships

- American Institute of Certified Public Accountants (Member of the Not-For-Profit Section and Government Audit Quality Center)
- Florida Institute of Certified Public Accountants (Instructor and Past Steering Committee of the State & Local Government Section)
- Government Finance Officers Association (ACFR Reviewer)
- Florida Government Finance Officers Association (Technical Resource Committee and Instructor)
- Volusia/Flagler Chapter of the Florida Government Finance Officers Association (Instructor)
- Florida League of Cities
- Northeast Florida League of Cities
- Space Coast League of Cities
- Volusia League of Cities
- United Way of Volusia and Flagler Counties, Inc. (Past Chair and Treasurer)
- Strategic Nonprofit Alliance Partnership (Partner-in-Charge - Volusia/Flagler Group)
- Rotary Club of Daytona Beach (Past Treasurer)
- One Voice for Volusia
- Port Orange/South Daytona Chamber of Commerce (Past Board Member)
- Leadership Port Orange/South Daytona Chamber Alumni

5. Management Staff Experience

Résumés

James Halleran, CPA

Relevant Experience

Municipalities

- City of Avon Park
- City of Bunnell
- City of Cape Canaveral
- City of Chattahoochee
- City of Chiefland
- City of Crescent City
- City of Daytona Beach
- City of Daytona Beach Shores
- City of DeLand
- City of Edgewater
- City of Flagler Beach
- City of Gainesville (special projects)
- City of Green Cove Springs
- City of Hampton
- City of High Springs
- City of Holly Hill
- City of Lynn Haven
- City of Midway
- City of New Smyrna Beach
- City of Newberry
- City of Ormond Beach
- City of Palm Coast
- City of Port Orange
- City of South Daytona
- City of St. Augustine Beach
- City of St. Pete Beach
- City of Starke
- City of Titusville
- City of Williston
- City of Winter Park
- Town of Astatula
- Town of Havana
- Town of Hilliard
- Town of Interlachen
- Town of Melbourne Beach
- Town of Welaka

Counties

- Baker County
- Flagler County
- Gilchrist County
- Levy County
- Union County
- Volusia County
- Wakulla County

Other Governmental Organizations

- Bradford County Development Authority
- Bridge Harbor Community Development District
- Clay County Development Authority
- Clay County Utility Authority
- Florida Governmental Utility Authority
- Florida PACE Funding Agency
- Housing Finance Authority of Volusia County
- Indian River Lagoon Council
- Northeast Florida Regional Council
- Northwest Florida Water Management District
- River to Sea Transportation Planning Organization
- Seacoast Utility Authority
- Southeast Volusia Area Advertising Authority
- Southeast Volusia Hospital District
- Southwest Florida Water Management District
- Space Coast Transportation Planning Organization
- St. Johns River Water Management District
- St. Lucie West Services District
- Villages of Avignon Community Development District
- Volusia Council of Governments (VCOG)
- West Volusia Area Advertising Authority
- West Volusia Hospital Authority
- Flagler County Education Direct-Support Organization, Inc.
- Flagler County School District (Internal Accounts)
- Gadsden County School District (Internal Accounts)
- Nassau County School District (Internal Accounts)
- Seminole County School District (Internal Accounts)
- St. Johns School District (Internal Accounts)

Retirement/Pension

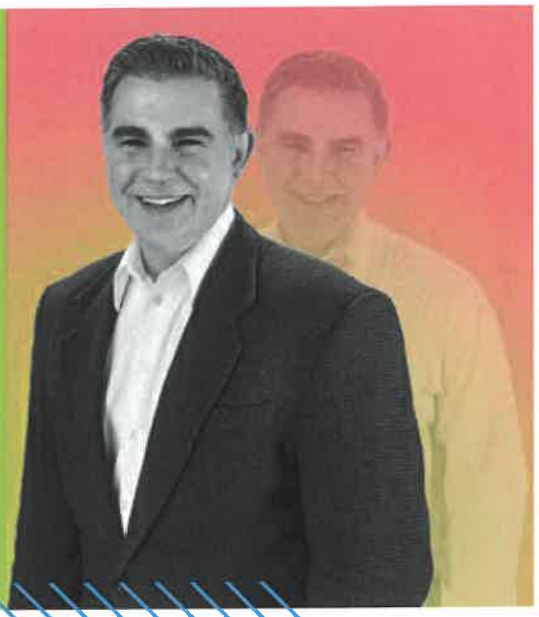
- City of Holly Hill Pension Plan
- City of Port Orange General Employees Defined Benefit Plan
- City of Port Orange Police Pension Plan
- Halifax Health Pension Plan

5. Management Staff Experience

Résumés

Kevin Warren, CPA
Director

Kevin has over 20 years of experience providing accounting and consulting services to nonprofit organizations, professional associations, and governmental entities. He is a key member of the firm's Accounting & Auditing and Higher Education Services Teams.



Engagement Responsibilities

Kevin will be responsible for overseeing the engagement from the planning phase to the final delivery of work. He will provide leadership and management over the audit process, which will include, but is not limited to risk assessment, budgeting, planning, scheduling, executing, and reporting.

Experience

Kevin's experience includes a wide range of assignments for nonprofit organizations, professional associations, governmental entities, and university-related entities throughout Florida. He has the experience needed to develop solutions to strengthen internal controls and improve financial reporting.

Kevin has completed presentations on topics such as cost allocation, internal controls and fraud to groups located in the Tallahassee area. His most recent presentation was completed at the Annual United Partners for Human Services (UPHS) Conference for Excellence in Nonprofit Management.

Education & CPE

Kevin received a Bachelor of Science in Accounting from Florida State University. He has exceeded the continuing professional education requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

Memberships

- American Institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants
- Institute for Nonprofit Innovation and Excellence (Treasurer)
- Strategic Nonprofit Alliance Partnership (SNAP), Inc.
- College Athletic Business Management Association
- National Association of Collegiate and University Business Management Association
- Southern Association of College and University Business Officers
- Public Media Business Association
- Tallahassee Tottenham Hotspur Futbol Club (Treasurer)

5. Management Staff Experience

Résumés

Kevin Warren, CPA

Relevant Experience

Government

- City of Carrabelle
- City of Chattahoochee
- City of Midway
- City of Monticello
- City of Palm Coast
- City of St. Marks
- Town of Grand Ridge
- Town of Greensboro
- Town of Havana
- Baker County
- St. Johns County
- Union County
- Wakulla County
- Wakulla County School Board
- Florida Department of Juvenile Justice
- Leon County Educational Facilities Authority
- Seacoast Utility Authority
- Suwannee Valley Transit Authority

Nonprofits

- Ability 1st
- Big Bend Community Based Care, Inc.
- Bond Community Health Center, Inc.
- Boys & Girls Club of the Big Bend, Inc.
- Capital Area Healthy State Coalition, Inc.
- Capital City YMCA
- Capital City Youth Services, Inc.
- Capital Medical Society Foundation
- CareerSource Capital Region
- CareerSource Chipola
- CareerSource Escarosa
- CareerSource Gulf Coast
- Center for Independent Living, Inc.
- Disability Rights
- DISC Village, Inc.
- Evidence Based Associates
- Florida Association of the American Institute of Architects, Inc.
- Florida Electric Cooperatives Association, Inc.
- Florida Forestry Association
- Florida Hospice and Palliative
- Government Accountability Institute
- Human Service Associates, Inc.
- Lee Conlee House
- Legal Aid Foundation of the Tallahassee Bar Association
- Miracle Hill Nursing & Rehabilitation
- Neighborhood Medical Center, Inc.
- Positive Direction Youth Center, Inc.
- Refuge House, Inc.
- Safety Shelter of St. Johns County, Inc.
- Suwannee River Area Council of the Boy Scouts of America, Inc.
- Tallahassee Bar Association
- The Family C.A.F.E., Inc.
- The Henry & Rilla White Youth Foundation, Inc.
- Twin Oaks Juvenile Development, Inc.
- WFSU/WFSG-TV - Florida State University
- WFSU/WFSQ/WFSW-FM - Florida State University
- WGCU-TV and FM - Florida Gulf Coast University
- WJCT, Inc. and WJCT Foundation, Inc.
- WNIJ/WNIU-FM - Northern Illinois University
- WUCF-TV and FM - University of Central Florida
- WUOT-FM - University of Tennessee
- WUWF-FM - University of West Florida

5. Management Staff Experience

Résumés

Brendan McKitrick, CPA, CISA

IT Audit Director

Brendan has nearly 15 years of experience in the accounting industry. As a CPA and CISA, Brendan works closely with organizations in a broad range of industries to provide a variety of IT-related audit services and financial statement audits.

Engagement Responsibilities

Brendan will perform IT assessments, risk assessments, IT general controls, and other technology-related services. He will participate in and help manage all aspects of the audit, from planning, performance, and supervision of fieldwork to the preparation of financial statements and reports.

Experience

A Certified Information Systems Auditor, Brendan stays current on technology related audit standards and focuses his career on providing IT assessments, risk assessments, IT general controls, application controls, data extraction, and related IT consulting services for his clients.

As a Director, Brendan also is skilled in managing and monitoring the audit process, including planning meetings, testing, risk assessment, evaluation, and developing the engagement approach.

As a result of his experience serving related entities, Brendan serves as an integral member of the firm's Government and Higher Education Services Teams.

Education & CPE

Brendan received a Master of Science in Information Systems and Operations Management and a Bachelor of Science in Accounting from the University of Florida. He has exceeded the continuing professional education requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

Memberships

- American Institute of Certified Public Accountants (Member of the Government Audit Quality Center)
- Florida Institute of Certified Public Accountants (State & Local Government Section)
- Government Finance Officers Association
- Florida Government Finance Officers Association
- North Central Chapter of the FGFOA (Instructor)
- Florida League of Cities (and various local chapters)
- Information Systems Audit and Control Association
- College Athletic Business Management Association
- National Association of College and University Business Officers
- Southern Association of College and University Business Officers

5. Management Staff Experience

Résumés

Brendan McKitrick, CPA

Relevant Experience

Municipalities
- City of Cape Canaveral
- City of Chiefland
- City of Crescent City
- City of DeLand
- City of Edgewater
- City of Ft. Lauderdale
- City of Green Cove Springs
- City of Hampton
- City of High Springs
- City of Holly Hill
- City of Lake City
- City of Lakeland
- City of Lynn Haven
- City of New Smyrna Beach
- City of Ormond Beach
- City of Palm Coast
- City of Port Orange
- City of St. Pete Beach
- City of Starke
- City of Tampa
- City of Titusville
- Town of Cross City
- Town of Inglis
- Town of Interlachen
- Town of Jennings
- Town of Pomona Park
- Town of Welaka
- Town of Yankeetown

Counties
- Baker County
- Gilchrist County
- Levy County
- Union County
- Volusia County

Other Governmental Organizations
- Big Bend Water Authority
- Bradford County Development Authority
- Cedar Key Water and Sewer District
- Southwest Florida Water Management District
- St. Johns River Water Management District

Nonprofits
- CPAmerica, Inc.
- North Florida Botanical Society
- Park of the Palms, Inc.
- Suwannee Valley Community Coordinated Child Care
- Transitional Living of North Central Florida

Higher Education
- AutoNation Cure Bowl
- California Polytechnic State University
- California State University Dominguez Hills
- California State University Sacramento
- East Carolina University
- Florida Atlantic University
- Florida International University
- Foundation for Florida Gateway College
- Gator Boosters, Inc.
- Georgia Tech Athletic Association, Inc.
- Jacksonville University
- Mississippi State University
- NC State Wolfpack Club
- Northern Illinois University
- San Jose State University
- Texas State University
- The Bulldog Club, Inc.
- University of Central Florida
- University of Connecticut
- University of Florida
- University of Houston
- University of Mississippi
- University of New Hampshire
- University of North Carolina Greensboro
- University of North Carolina Wilmington
- University of North Dakota
- University of North Florida
- University of North Texas
- University of Notre Dame
- University of South Florida
- University of West Florida
- West Virginia University

5. Management Staff Experience

Résumés

Caitlan Walker, CPA
Single Audit Director

Caitlan has more than 10 years of experience serving as an auditor and trusted advisor to nonprofit organizations and government entities. As a result of her experience, she serves as a key member of the firm's Accounting and Auditing Team.

Engagement Responsibilities

As the Single Audit Director, Caitlan will be responsible for overseeing the single audit portion of the engagement.

Experience

Caitlan's focus is on serving the needs of nonprofit and government organizations. As a result of her experience, she serves as an integral member of the firm's Accounting & Auditing Team, where she focuses on single audits, compliance testing, and employee benefit audits. Caitlan also serves in a consulting capacity to assist entities and organizations better prepare for their external audits and preparation of financial statements.

Education & CPE

Caitlan graduated with her Master of Accountancy and graduated *cum laude* with her Bachelor of Science in Business Administration from Stetson University. She has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

Memberships

- American Institute of Certified Public Accountants (Member of the Government Audit Quality Center; Not-for-Profit Section)
- Florida Institute of Certified Public Accountants (State & Local Government Section)
- Government Finance Officers Association
- Volusia/Flagler Chapter of the Florida Government Finance Officers Association (Instructor)
- Northeast Florida League of Cities
- Space Coast League of Cities
- Volusia League of Cities
- Volusia Young Professionals Group (Former Board Member)
- Strategic Nonprofit Alliance Partnership (SNAP), Inc.
- Susan G. Komen Race for the Cure (Volunteer)
- Beta Alpha Psi (Member)
- Zeta Tau Alpha, Daytona Beach Alumnae Chapter (former Stetson University Chapter Financial Advisor)

5. Management Staff Experience

Résumés

Caitlan Walker, CPA

Relevant Experience

Municipalities
- City of Avon Park
- City of Bunnell
- City of Cape Canaveral
- City of Chiefland
- City of DeLand
- City of Edgewater
- City of Holly Hill
- City of Lake Helen
- City of Lynn Haven
- City of New Smyrna Beach
- City of Ormond Beach
- City of Port Orange
- City of South Daytona
- City of St. Augustine Beach
- City of Starke
- City of Titusville
- Town of Astatula
- Town of Cross City
- Town of Inglis
- Town of Malabar
- Town of Melbourne Beach

Counties
- Baker County
- Levy County
- St. Johns County
- Union County
- Volusia County

Other Governmental Organizations
- Bridge Harbor Community Development District
- Clay County Utility Authority
- Florida Governmental Utility Authority
- Florida PACE Funding Agency
- Halifax Area Advertising Authority
- Housing Finance Authority of Volusia County
- Indian River Lagoon Council
- North Florida Broadband Authority
- Northwest Florida Water Management District
- Southeast Volusia Advertising Authority
- Southwest Florida Water Management District
- Space Coast Area Transit
- Space Coast Transportation Planning Organization
- St. Johns River Water Management District
- West Volusia Advertising Authority

Nonprofits
- The Arc of Volusia, Inc.
- CareerSource Flagler Volusia
- Child and Family Connections, Inc.
- Clay County Economic Development Corporation
- College Arms Towers, Inc.
- Community Legal Services of Mid-Florida, Inc.
- Daytona Area Senior Services, Inc.
- Daytona Beach Area Association of Realtors
- DeEtte Holden Cummer Museum Foundation, Inc.
- Early Learning Coalition of Flagler and Volusia Counties, Inc.
- Economic Development Commission of the Florida's Space Coast
- Friends of Families Foundation, Inc.
- Head Start Child Development and Family Services, Inc.
- The House Next Door, Inc.
- Legal Advocacy Center of Central Florida, Inc.
- Pinellas Opportunity Council, Inc.
- River to Sea Transportation Planning Organization
- SMA Healthcare Foundation, Inc.
- SMA Healthcare, Inc.
- Southeast Volusia Habitat for Humanity, Inc.
- Volusia County Fair Association, Inc.
- Volusia/Flagler County Coalition for the Homeless, Inc.
- Volusia/Flagler Young Men's Christian Association, Inc.
- Windward Behavioral Care, Inc.

Retirement/Pension
- Legal Services in the Central Florida Region 403(b) Plan
- Safe-Harbor 401(k) Profit-Sharing Plan for Rural Health Care Inc DBA Aza Health
- Twin Oaks Juvenile Development Inc Safe Harbor
- Volusia Transit Management, Inc. 401(k) Profit Sharing Plan and Trust
- WJCT, Inc. Retirement Plan

Résumés

Benjamin Clark, CPA
Manager

Benjamin has over five years of experience providing accounting, auditing and consulting services to nonprofit organizations throughout Florida. He is a key member of the firm's Nonprofit & Government Services Team and the Accounting & Auditing Services Team.

Engagement Responsibilities

Benjamin will be responsible for various aspects of the engagement, including planning, performance and supervision of fieldwork, oversight of the audit staff, data extraction testing, federal and state grant compliance, and preparation of final audit reports.

Experience

Benjamin works on compilations, audits and reviews and assists in the Tax Department on individual and business returns. The vast majority of his work focuses on government entities, higher education, and nonprofit organizations, giving him in-depth knowledge of Uniform Guidance and other federal and state audit guidelines. He is a key member of the Nonprofit & Government Services Team and the Accounting & Auditing Services Team.

Education & CPE

Benjamin received a Bachelor of Science in Accounting and Finance from Florida State University. He has exceeded the continuing professional education requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

Memberships

- American Institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants (State and Local Government Committee)
- Florida Government Finance Officers Association
- Big Bend Chapter of the Florida Government Finance Officers Association
- Strategic Nonprofit Alliance Partnership (SNAP), Inc.
- Access Tallahassee

5. Management Staff Experience

Résumés

Benjamin Clark, CPA

Relevant Experience

Government

- City of Carrabelle
- City of Chattahoochee
- City of Gainesville
- City of Lynn Haven
- City of Mexico Beach
- City of Monticello
- City of St. Marks
- Town of Grand Ridge
- Town of Greenville
- Town of Havana
- Town of Interlachen
- Town of Jennings
- Baker County
- Union County
- Wakulla County

Nonprofits

- Another Way, Inc.
- The Arc of Florida
- Big Bend Cares, Inc.
- Big Bend Homeless Coalition, Inc.
- Big Brothers Big Sisters
- Brehon Institute for Family Services, Inc.
- CareerSource Chipola
- CareerSource Escarosa
- CareerSource Florida Crown
- CareerSource Gulf Coast
- CareerSource Okaloosa Walton
- CareerSource Suncoast
- CareerSource Tampa Bay
- Celebration Baptist Church
- Center for Fine Arts and Education
- DISC Village, Inc.
- The Family C.A.F.E.
- Family Worship and Praise Center Community Development Corporation
- Florida Art Education Association
- Florida Bandmaster Association
- Florida Catholic Conference, Inc.
- Florida Council Against Sexual Violence
- Florida Music Education Association
- Florida Orchestra Association
- Florida Recreation & Park Association
- Florida School Music Association
- Florida Vocal Association
- Four Oaks Church
- Lee Conlee House
- Office of the Public Guardian
- Thomasville Road Baptist Church
- Thomasville Community Resource Center

Education

- Florida A&M University
- Florida State University Department of Athletics
- Florida State University International Programs
- Florida State University Research Foundation, Inc.
- MYcroSchool Gainesville
- MYcroSchool Pinellas
- Saltech Charter School
- School of Arts and Sciences
- School for Accelerated Learning and Technologies, Inc.
- Tallahassee Community College Foundation
- Wakulla's Charter School for Arts, Sciences and Technology, Inc.
- WFSU/WFSG-TV - Florida State University
- WFSU/WFSQ/WFSW-FM - Florida State University

Résumés

Andrew Ferguson, CPA
Senior Accountant

Andrew has several years of experience providing auditing and accounting services. His clients include nonprofits, government entities, construction, and higher education organizations. He is a key member of the firm's Nonprofit & Government Services Team and the Accounting & Auditing Services Team.

Engagement Responsibilities
Andrew will assist in planning, the performance of fieldwork, and the preparation of the financial statements and reports.

Experience
Andrew's experience with the firm includes audit and assurance services for government entities, nonprofits, construction, and higher education organizations, including federal and state single audits. This emphasis has given him deeper expertise in OMB Uniform Grant Guidance and other federal and state audit guidelines, making him a key member of the Nonprofit & Government Services Team and the Accounting & Auditing Services Team.

Education & CPE
Andrew received a Bachelor of Science in Accounting from Florida State University. He has exceeded the continuing professional education requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

Memberships

- American Institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants
- Strategic Nonprofit Alliance Partnership (SNAP), Inc.

5. Management Staff Experience

Résumés

Andrew Ferguson, CPA

Relevant Experience

Governmental Organizations

- City of Chattahoochee
- City of Lynn Haven
- City of Mexico Beach
- Town of Grand Ridge
- Town of Greenville
- Town of Havana
- Union County
- Wakulla County
- Capital Region Transportation Planning Agency
- Highway 79 Corridor Authority
- Northwest Florida Water Management District

Nonprofits

- 2-1-1 Big Bend, Inc.
- Big Brothers Big Sisters of the Big Bend, Inc.
- Capital City Youth Services, Inc.
- CareerSource Chipola
- CareerSource Escarosa
- CareerSource Gulf Coast
- CareerSource Okaloosa Walton
- Center for Independent Living
- City Church Tallahassee, Inc.
- Corrections Foundation, Inc.
- DISC Village Foundation, Inc.
- DISC Village, Inc.
- Florida Art Education Association, Inc.
- Florida Association of the American Institute of Architects
- Florida Bandmasters Association
- Florida Chapter of the American Planning Association
- Florida Council Against Sexual Violence
- Florida Guardian ad Litem Foundation, Inc.
- Florida Healthy Kids Corporation
- Florida Music Education Association
- Florida Orchestra Association
- Florida School Music Association, Inc.
- Florida Vocal Association
- Girl Scout Council of the Florida Panhandle, Inc.
- Lutheran Social Services of North Florida, Inc.
- Suwannee River Council of the Boy Scouts of America
- Tallahassee Chamber of Commerce

Education

- School for Integrated Academics and Technologies (SIATech) - Gainesville
- Darton State College Foundation
- Florida State University International Programs, Inc.
- Florida State University Research Foundation

5. Management Staff Experience

Hiring Philosophy & Staff Continuity

The primary asset of any business is the quality and skill of its employees. Our firm employs top professionals with diverse accounting, financial, and personal backgrounds. All professional staff members are college graduates and most are CPAs. We recruit from universities and hire individuals in the upper 25% of their graduating class. Additionally, a substantial portion of our accountants have worked with national firms, providing additional training and experience to our firm.

> *As we hire top professionals throughout the state, we draw from multiple offices to ensure we assemble the best team for each engagement. This ultimately adds value to our partnership with clients. We have provided a breadth of engagement team members in this proposal to support your specific needs.*

Continuity

We understand the benefit of continuity of all engagement personnel year after year. So your engagement team will remain as consistent as possible and will always include experienced individuals.

We will provide an audit team experienced and knowledgeable about governmental entities; we do not believe it is your responsibility to train our staff. We make every attempt to utilize the same personnel, providing an intangible benefit to our clients and reducing the disruption to our client's operations. If changes to the engagement team become necessary, we will submit our request in writing for your approval.

Retention

Our staff turnover is very low compared to most CPA firms, averaging approximately 10% for all employees over the past three years. While we cannot guarantee the same individuals will be assigned to an engagement year after year, we do recognize the importance of assigning experienced staff to engagements. Each individual assigned has experience serving comparable organizations.

6. Methodology

Specific Audit Approach

Understanding of the Scope of Services to be Performed

We understand the work to be performed, including an examination of financial statements, a financial audit, and a compliance audit required by the Federal Uniform Grant Guidance and Rules of the Auditor General

Independence

The firm and each individual staff member assigned to the engagement are free from personal or external impairments to independence and are organizationally independent and will maintain an independent attitude and appearance.

Lean Culture

James Moore has adopted a Lean culture, developing Gold Standards that require we provide the best service possible. We implemented Gold Standards for each phase of the audit process. As we go through each phase of the audit, we ask ourselves:

- Does this provide value to our client?
- Does this provide value to James Moore?
- Does this meet a regulatory standard?

If a procedure or task does not meet one of these requirements, we do not spend our time on it and instead refocus our efforts to something that is of value. Much of that focus ensures frequent communication throughout the year, which helps us to develop a robust risk assessment tailored to your organization, as well as serve as trusted advisors while business decisions are being made. We have found there are fewer surprises and work loops later in the process as a result of effective planning.

Audit Approach & Process

Our methodology has been developed to comply with generally accepted auditing standards promulgated by the AICPA's Auditing Standards Board (U.S. GAAS) and, when applicable, Generally Accepted Government Auditing Standards (GAGAS). These auditing standards establish the overall objectives of the independent auditor and explain the nature and scope of an audit, and also are designed to enable the independent auditor to meet those objectives. The auditing standards stipulate the general responsibilities of the auditor, as well as the auditor's further considerations relevant to the application of those responsibilities to specific topics.

Additionally, as significant federal and state grant expenditures are anticipated to continue at your organization, your audit also is subject to OMB Uniform Grant Guidance, Audits of States, Local Governments, and Non-Profit Organizations, as well as the Florida Single Audit Act.

For the purposes of this proposal, we've summarized our audit process into three distinct phases:

1. Planning
2. Fieldwork
3. Reporting

Descriptions of each phase are presented on the following pages.

6. Methodology

Specific Audit Approach

PLANNING

Continuance Considerations

Occurs 4-6 months before year-end. We consider items such as:

- Feedback received from previous audit exit conferences with management
- Meeting with management to discuss any significant or unusual activities that have occurred during the year or are expected to occur within the year

Pre-Planning Conversations

Occurs 1-3 months before year-end. We inquire about items such as:

- Changes to intended services desired from our firm or the intended use of the financial statements
- Changes in management or other key staffing areas
- Impact of any recent accounting standards

These items are important for us in proactively planning for the nature, extent, and timing of the audit, but they also help us in serving as advisors. All relevant conversations are shared with key engagement team members in a timely manner so the entire team remains updated.

Formal Planning and Interim Procedures

Occurs near year-end. Procedures include:

- Establish preliminary planning materiality
- Develop detailed audit plan, to include:
  - Assessment of risk at the financial statement account balance level
  - Plan tests of controls, tests of compliance and substantive procedures
  - Communicate audit plan with all members of engagement team
- Perform initial data extraction analysis of key accounts and transaction classes
- Perform tests of controls and compliance
- Evaluate results of testing and, if necessary, modify the audit plan

Internal Controls

Internal controls are the steps put in place to provide reasonable assurance that the organization will achieve its objectives. These objectives fall into three categories:

1] Financial reporting

2] Operations

3] Compliance with laws and regulations

Obtaining an understanding of the entity's internal controls is a fundamental part of understanding the entity and its environment. Although the process for obtaining an understanding of the entity's internal control is addressed here as a separate process, it is part of our risk assessment and may be performed concurrently with other risk assessment procedures.

The primary reason for understanding the entity's internal controls is the same as performing other risk assessment procedures: (1) to assess the risk of material misstatement, and (2) to design and perform further audit procedures.

Our understanding of the internal controls will include the following:

- The five interrelated components of internal control:
  (1) control environment
  (2) risk assessment
  (3) information and communication systems
  (4) control activities
  (5) monitoring
- The entity's selection and application of accounting policies
- The entity's use of information technology

6. Methodology

Specific Audit Approach

In addition, we will develop an understanding of how the entity selects and applies its accounting policies and consider their appropriateness. This understanding will include **(1)** methods of accounting for significant and unusual transactions, **(2)** the effects of significant accounting policies in emerging or controversial areas for which consensus or authoritative guidance is lacking, **(3)** identification of new financial reporting standards and regulations pertinent to the entity, including how the entity will implement them, and **(4)** changes in the entity's accounting policies, including consideration of the reasons for, and the appropriateness of the changes.

The understanding of internal controls will include, at a minimum, the following:

- **For significant classes of transactions:** An understanding of the entity's processes and controls over the initiating, authorizing, recording, processing, and reporting of transactions.
- **For material accounts:** An understanding of reconciliation controls related to material accounts. We will develop our understanding of reconciliation controls related to material accounts even if the account is not part of a significant class of transactions. For example, we may not consider the property account to be a part of a significant class of transactions for a particular entity, but if the property account is material, we will still gain an understanding of applicable reconciliation controls.
- **For significant or fraud risks:** An understanding of the controls related to that specific risk.

We cannot evaluate the design of the controls by assessing individual controls in isolation. Rather, we will assess the controls in a transaction cycle as a group, as follows:

- Obtain an understanding of the processes and flow of information through the transaction cycle.
- Determine what can go wrong within the transaction cycle.
- Determine whether the controls are sufficient to address the instances of what can go wrong within the transaction cycle.

In determining whether the controls in a process are designed effectively, we will use a top-down approach: one in which we first consider the design of entity-level controls relevant to the process and then consider the activity-level controls. The entity-level controls that generally have the most direct impact on the function of the activity-level controls are the controls related to monitoring and general controls for IT. The effectiveness of activity-level controls is significantly affected by the effectiveness of entity-level controls. For example, an entity may have poor segregation of duties in the accounts payable/cash disbursements area and may compensate for this deficiency through a thorough review and approval of each disbursement. If the entity has an effective control environment, general controls for IT that limit access to accounts payable applications to one or a few people, and monitoring controls to ensure the review and approval process is functioning correctly, we may determine that controls over the accounts payable/cash disbursements function are adequately designed. On the other hand, if the entity does not have a strong control environment and does not monitor the review and approval process, we would conclude that controls over the accounts payable/cash disbursements process are not designed effectively.

Evaluating the design of internal controls requires experience and familiarity with accounting and financial reporting systems. The auditors obtaining an understanding of your internal controls will have sufficient knowledge and experience to effectively accomplish the objectives of this process.

6. Methodology

Specific Audit Approach

During the Planning Phase the audit request list is updated based on our customized risk assessment. The request list is discussed with management at least 30 days before final fieldwork begins. We only ask for what we need, nothing more. A timeline of deliverables is agreed upon with management to ensure fieldwork objectives and deadlines are met.

The request list also serves as an inventory of items. As you upload documents to our secure client portal, they are marked as "received" on the request list so all engagement team members are aware of what has been received and what is outstanding. Two weeks before final fieldwork, the Engagement Manager or Audit Senior Accountant will follow up with management to make sure there are no questions or delays anticipated.

Please note: All planning work, including our risk assessment and tailored audit procedures, is completed and reviewed by the Partner using our collaborative review process before final fieldwork begins.

FIELDWORK

Specific procedures are tailored according to the risk assessment, using information gathered during the Planning Phase. We follow a collaborative review process. As audit work is performed, the Engagement Manager and Partner are performing their review regularly, so that any comments can be discussed with the engagement team during fieldwork. Each member on the engagement team takes ownership and responsibility for the entire engagement. We have found this provides for a better quality output from the start; no additional clean-up following completion of fieldwork is needed to make our audit documentation meet required standards. When we leave the field, our goal is to have no or a minimal number of open items and a draft of the financial statements. Items completed during fieldwork include:

- Perform substantive testing of account balances
- Perform analytical procedures
- Draft the audit report and management letters

6. Methodology

Specific Audit Approach

REPORTING

- Final review of the audit report and financial statements by Lead Partner
- Final review by Quality Control Review Partner
- Summarize results of work and findings
- Obtain management representations
- Engagement reporting to management and those charged with governance
- Exit conference with management to obtain feedback on the audit

Since we communicate regularly throughout the audit process there will be no surprises when we issue our reports. The reports we issue will include:

- Our report on the financial statements
- Our report on internal control over financial reporting and on compliance and other matters
- If applicable, our report on compliance for each major federal program and state project and on internal control over compliance.
- Our communication with those charged with governance
- Our management letter required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General

In addition to an exit conference with management, we encourage your governing/board members to meet with us prior to our formal presentation so we can go over all aspects of the audit report (including our findings and recommendations). We have found these meetings to be extremely beneficial in ensuring all of your questions and concerns are addressed, as well as to foster meaningful communication between you and us.

6. Methodology

Auditing That Makes Sense

Statistical Sampling

Individual sample sizes and tests will be selected based on the unique controls of significant transaction processes tested during the Preliminary Phase. Typically, such sample sizes will amount to no fewer than 40 transactions per process. While individual transactions are selected through sampling as a means of testing controls, our interim and year-end procedures will include significant data extraction procedures, which allow for an assessment to be performed of all transactions. Some audit areas in which sampling and/or data extraction procedures will be performed include non-payroll cash disbursements, payroll, and growth and resource management, among others.

Extent of Computer Software

We anticipate using your technology to the maximum extent possible in conducting our audits. To the extent possible we will request schedules and other information in electronic form, either in spreadsheet format or as a direct download of information from your software. Such information provides for ease of reviewing, sorting and sampling and saves time for your staff when reports do not have to be derived manually or printed in bulk.

Our firm employs the use of ProFx Engagement Software, which means we are nearly paperless. Use of this software enables us to perform a more meaningful audit, because our time can be spent on more important audit procedures as opposed to balancing out manual workpapers, posting manual adjusting entries, etc.

Type and Extent of Analytical Procedures

Analytical procedures are an additional integral part of our typical audit plan. In addition to our sampling and data extraction (sometimes in advance of such procedures as a means of identifying areas to focus on in data extraction efforts), analytical procedures serve as a key procedure that can indicate areas in which unusual activity may have occurred. While extensive analytical procedures are performed over the financial information, we also incorporate non-financial information to aid in our assessment of financial activity.

Internal Control Structure

Walkthroughs of key internal control processes will be performed on an annual basis to document a thorough understanding of your internal control structure and assess any changes to internal controls. These walkthroughs will be performed in person with appropriate personnel. Additionally, as discussed earlier, the documentation of every internal control process is prepared and/or reviewed by at least one individual who is certified in Lean Six Sigma. While the primary goal of all internal control systems auditing is centered around the sufficiency of the controls, every process will be considered at a high level from an efficiency perspective in an effort to provide recommendations for any potential efficiencies that may be achievable.

Determining Laws and Regulations Subject to Testing

As part of obtaining reasonable assurance about whether your financial statements are free from material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. The identification of items deemed material for testing may arise from reading of your debt agreements, grant agreements, minutes, inquiries of your management or legal counsel, or any other audit procedures.

Drawing Audit Samples

While some compliance tests are performed on an annual basis, the sizes of samples in any additional tests over compliance for larger populations could vary significantly depending on the nature, extent, and frequency of items in the total population. Any required sampling will be conducted in accordance with the applicable professional standards, as well as auditor judgment.

6. Methodology

Technology and Communication in Your Audit

James Moore is a leader in employing technologically advanced computerized audit techniques. We use CCH ProSystem Fx Engagement software, a fully integrated, paperless audit and accounting software that enables audit firms to increase efficiency by automating workpaper preparation, management, and workflow. The greatest efficiency in the use of Fx Engagement is its capability to import and export client balances, data, and files from accounting software, Microsoft Word and Excel, and Adobe PDF software. Our experience is that the use of paperless technology contributes to the overall productivity and efficiency from the audit client's point of view.

All members of your engagement team are skilled in online computer auditing utilizing Fx Engagement – which means we are 100% electronic, paperless, and will show up in the field with laptop computers, printers, and scanners (as opposed to reams of paper and audit bags). Use of this software enables us to perform a more meaningful audit, because our time can be spent on important audit procedures as opposed to balancing out manual workpapers, posting manual adjusting entries, etc.

We also employ significant use of IDEA Data Analysis and Teammate Analytics Software for various audit tests. We are able to download data directly from your accounting system in a fraction of the time it takes to test the same data manually. This allows us to test 100% of selected transactions in certain instances and apply Benford's Law (a statistical approach which highlights unusual transactions) and numerous other audit tests. We use this software to test cash disbursements, receivables, payroll, and journal entry transactions. We are confident our proficiency with this powerful tool will prove invaluable in the performance of your audit. Extensive use of this software is planned, especially in the audit of processes that include many transactions.

We will request all schedules and other information in electronic form, either in spreadsheet format or as a direct download of information from your accounting system. This information provides for ease of reviewing, sorting, and sampling that has proven to save time for your staff when reports do not have to be derived manually or printed in bulk.

Communication

The engagement team has the capability to communicate via Teams or Zoom. This software allows users to chat either through typing or face-to-face video conferencing. It also allows users to share applications or screens, thereby allowing those who are reviewing materials to see a "live" screen. Having these communication tools in place helps to supervise the engagement team and address the engagement team's needs in a timely manner.

In addition, our firm has created a Client Portal in response to our clients' requests that we have a centralized, secure location to upload and download documents. This portal is an extension of a secure method we have used throughout the past few years to send emails and sensitive documents (Sharefile).

Technology Solutions

During your audit engagement our Technology Solutions Consulting (TSC) professionals will be involved, helping our team fully understand your hardware, software, and network environment. The TSC team provides our engagement teams with support not only to operate internally, but to work with us to more fully understand your computer environment (hardware, software, network environment, etc.).

We have 12 TSC professionals who maintain the highest levels of IT certification and are available to assist with the audit, as necessary. In addition, **Brendan McKitrick, a Certified Information Systems Auditor (CISA) who regularly conducts IT audits**, is a member of the proposed engagement team.

The importance of understanding your technological environment cannot be stressed enough. In addition to being required under U.S. Auditing Standards, this knowledge enables us to fully consider the security of your technological environment, the integrity of data, and the most efficient manner in which to audit individual transactions as well as the financial statements overall.

Additional audit resources available to our staff in the field include:

- James Moore Remote—our virtual office away from the office
- James Moore electronic quality control documents
- Electronic library with AICPA, GASB, and FASB pronouncements, standards, audit guides, implementation guides, codifications, and other research material
- Other electronic audit tools: CCH and PPC e-Tools, T-Value, and Star Software
- Email and file exchange services

6. Methodology

Implementation Schedule

As we understand timeliness is critical in the performance of the audit, all reports will be delivered on a schedule agreed upon you and James Moore. A proposed timeline follows:

AUDIT PHASE	DATE
Entrance Conference	ASAP
Audit Plan	October 15
Commencement	November 30
Preliminary and Interim Phase	October
Fieldwork	December 31
Draft Report	February 10
Final Reports Issued	March 20
Formal Presentation to the City	April

Assumptions

Our proposed schedule and fees are based on the assumption that the accounting records for your organization will be maintained in good condition and that assistance requested from your personnel will be provided in both a complete and timely manner.

The proposed fees in Section 7 represent a reduction based upon the understanding that your accounting staff will provide internal control narratives from your external audit.

7. Price Proposal and Other Attachments

Included in this section are the following required attachments:

- Attachment 1: Professional Auditing Services Price Proposal
- Attachment 2: Confirmation of Receipt of Addenda
  - Receipt of Addendum
- Mandatory Attachment 3: Affirmative statement of independence and no conflict of interest
- Mandatory Attachment 4: Proof of Firm registration with Florida DPBR
- Mandatory Attachment 5: Copies of CPA licenses for all key professional staff + Firm License
- Mandatory Attachment 6: Copy of most recent Peer Review of Quality Control
- Mandatory Attachment 7: Proof of Insurance
- Mandatory Attachment 8: Public Entity Crimes Statement
- Mandatory Attachment 9: Drug Free Workplace Certification

ATTACHMENT 1

Attachment#1

CITY OF DESTIN RFP 22-07-FIN
PROFESSIONAL AUDITING SERVICES PRICE PROPOSAL

Company: James Moore & Co., P.L.

Address: 2477 Tim Gamble Place, Suite 200

City & State: Tallahassee, FL Zip Code: 32308

Telephone: ( ) 850.386.6184 Fax: ( ) 386.422.2074

Date of Proposal: 8/18/2022

FIRM FIXED FEES PROPOSALS:

I. Fiscal Year 2022 Audit Services: $ 45,000 (excluding CRA Audit)

II. State and/or Federal Financial Assistance Audit: $ 3,000 (per major program)

III. Identify Cost of Other Services, if any: $_____

CRA Audit $ 4,500

IV. In consideration of subsequent year(s) renewals, provide a Firm Fixed Fee for subsequent year Audits:

FY2023 $ 46,500 FY2024 $ 48,000 FY2025 $ 49,500 FY2026 $ 51,000

In accordance with your request for proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (We), the undersigned, hereby agree is this proposal is accepted, to contract with the City of Destin, Florida to furnish any service requested herein and deliver the same to the City of Destin at the specified location.

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

Name & Title of Authorized Representative: (Printed) Zach Chalifour, Partner

(Signature)

ATTACHMENT 2

Attachment#2

CITY OF DESTIN RFP 22-07-FIN
ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No. **1**	Dated **8/11/2022**
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated

Failure to submit acknowledgement of any addendum that affects the submittal is considered an irregularity and may be cause for rejection of the proposal.

Name of Business: **James Moore & Co., P.L.**

By: _____

(Signature)

Name & Title **Zach Chalifour, Partner**

RECEIPT OF ADDENDUM

EXHIBIT A
CONFIRMATION OF RECEIPT OF ADDENDUM#1

This addendum forms a part of the Contract Documents and modifies the original specifications for this project. Acknowledge receipt of this addendum shall be required in the cover letter. Failure to do so may subject the Proposer to disqualification. The following items shall become a part of the proposal for the above referenced project.

Addendum 1 addresses fifteen (15) questions submitted by various proposers.

Opening Date Unchanged: **August 18, 2022 2:00 PM CDT**

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

Receipt of Addendum #1 is hereby acknowledged:

Zach Chalifour, Partner
Print Name

Signature

8/15/22
Date

ATTACHMENT 3

Mandatory Attachment#3

CITY OF DESTIN RFP 22-07-FIN
AFFIRMATIVE STATEMENT OF INDEPENDENCE
AND NO CONFLICT OF INTEREST

The **James Moore & Co., P.L.** is independent of the City of Destin as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards. Accordingly, no relationship exists between the **James Moore & Co., P.L.** and the City or any of its employees, Board members or with any person or agency that constitutes a conflict of interest with respect to the City.

In addition, the staff of **James Moore & Co., P.L.** have not conducted other services for the City, nor has it made any management decisions, and accordingly, will not be auditing work or decisions made by the Firm's employees, nor are there other ways to compromise our independence as defined by the AICPA.

[Signature]

Zach Chalifour, Partner

Name & Title of Authorized Representative (Printed)

8/15/22

Date

ATTACHMENT 4

Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

JAMES MOORE & CO., P.L.

5931 NW 1ST PLACE
GAINESVILLE FL 32607-2063

LICENSE NUMBER: AD0015868

EXPIRATION DATE: DECEMBER 31, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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ATTACHMENT 5

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CHALIFOUR, ZACHARY ANDRE

6682 MERRYVALE LANE
PORT ORANGE FL 32128

LICENSE NUMBER: AC40203

EXPIRATION DATE: DECEMBER 31, 2022

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Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

PAYNE, WILLIAM MARK

2477 TIM GAMBLE PLACE
SUITE 200
TALLAHASSEE FL 32308

LICENSE NUMBER: AC0027048

EXPIRATION DATE: DECEMBER 31, 2023

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ATTACHMENT 5

Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

HALLERAN, JAMES ANDREW

% JAMES MOORE & CO., P.L.
121 EXECUTIVE CIRCLE
DAYTONA BEACH FL 32114-1180

LICENSE NUMBER: AC0027856

EXPIRATION DATE: DECEMBER 31, 2023

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Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

WARREN, KEVIN DALE

2477 TIM GAMBLE PLACE
SUITE 200
TALLAHASSEE FL 32308

LICENSE NUMBER: AC37506

EXPIRATION DATE: DECEMBER 31, 2023

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ATTACHMENT 5

Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

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MCKITRICK, BRENDAN KEITH
5526 SW 93RD WAY
GAINESVILLE FL 32608

LICENSE NUMBER: AC43320
EXPIRATION DATE: DECEMBER 31, 2023
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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

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WALKER, CAITLAN B
5278 PLANTATION HOME WAY
PORT ORANGE FL 32128

LICENSE NUMBER: AC46942
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CLARK, BENJAMIN TODD

2477 TIM GAMBLE PLACE
SUITE 200
TALLAHASSEE FL 32308

LICENSE NUMBER: AC50338

EXPIRATION DATE: DECEMBER 31, 2023

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

FERGUSON, ANDREW CARLTON

3030 LIVINGSTON ROAD
TALLAHASSEE FL 32303

LICENSE NUMBER: AC55231

EXPIRATION DATE: DECEMBER 31, 2022

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ATTACHMENT 6

CPAs & Advisors

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

April 23, 2021

To the Members
James Moore & Co., P.L.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Haddox Reid Eubank Betts PLLC

One Jackson Place, Suite 500 ■ P.O. Drawer 22507 ■ Jackson, MS 39225-2507 ■ Ph: 601-948-2924 ■ Fx: 601-960-9154 ■ www.HaddoxReid.com

ATTACHMENT 7

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/02/2022

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

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

PRODUCER 1-847-385-6800 Edgewood Partners Insurance Center Lemme, a division of EPIC 111 West Campbell 4th Floor Arlington Heights, IL 60005	CONTACT NAME: Christopher Brammer PHONE (A/C, No, Ext): 847-385-6800 FAX (A/C, No): E-MAIL ADDRESS: PSGCerts@lemme.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : NAVIGATORS SPECIALTY INS CO — 36056
INSURED James Moore & Co., P.L. 5931 NW 1st Place Gainesville, FL 32607-2063	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 66266051 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DN22APLZ0BN5QIC	07/05/22	07/05/23	Each Claim	5,000,000
							Aggregate	5,000,000

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

For Informational Purposes Only.

CERTIFICATE HOLDER

James Moore & Co., P.L.

5931 NW 1st Place

Gainesville, FL 32607

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nadine F. Daniels

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Sue.Phillips@lemme.com_LEM
66266051

ATTACHMENT 7

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2021

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

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

PRODUCER
McGriff-Williams Insurance
3501-A W. University Ave
Gainesville FL 32607

CONTACT NAME: Heidi Tapanes
PHONE (A/C, No, Ext): 352-371-7977
FAX (A/C, No): 352-505-2083
E-MAIL ADDRESS: heidi@mcgriffwilliams.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Depositors Insurance	42587
INSURER B : Allied Property and Casualty	42579
INSURER C : AMCO	19100
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MOORE-1
James Moore & Co. P.L., Inc.
5931 NW 1st Place
Gainesville FL 32607

COVERAGES **CERTIFICATE NUMBER:** 591693104 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ACPBPOD3076898989	10/31/2021	10/31/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ACPBPOD3076898989	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / OCCUR			ACPCAP3076898989	10/31/2021	10/31/2022	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ACPWCA3076898989	10/31/2021	10/31/2022	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

James Moore & Co. P.L., Inc.
5931 NW 1st Place
Gainesville FL 32607

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

mcgriffwilliams

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ATTACHMENT 8

Mandatory Attachment #8

CITY OF DESTIN RFP 22-07-FIN
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFP-22-07-FIN

2. This sworn statement is submitted BY **James Moore & Co., P.L.** whose business address is **2477 Tim Gamble Place, Suite 200 Tallahassee, FL 32308** and (if applicable) Federal Employer Identification Number (FEIN) is **59-3204548** (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is **Zach Chalifour** and my relationship to the entity named above is **Partner**

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

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

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

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

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

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

ATTACHMENT 8

shareholders, employees, members, and agents who are active n management of an entity.

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

__X__Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
(Signature)

Date: 8/15/22

STATE OF FLORIDA
COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 15th day of August, 2022, and is personally known to me, or has provided N/A as identification.

_____
Notary Public

My Commission expires: 4/6/2026

BRACKSTON MARTIN
MY COMMISSION # HH 249506
EXPIRES: April 6, 2026

ATTACHMENT 9

Mandatory Attachment #9

CITY OF DESTIN RFP 22-07-FIN
DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: James Moore & Co., P.L.

ADDRESS: 2477 Tim Gamble Place, Suite 200

CITY: Tallahassee STATE: FL ZIP CODE: 32308

TELEPHONE NUMBER: 850.386.6184

SIGNATURE: [signature] DATE: 8/15/22

NAME (TYPED OR PRINTED): Zach Chalifour

TITLE: Partner

CITY OF DESTIN

Proposal to Provide Continuing
Financial Audit Services

Years ending September 30, 2022, 2023 and 2024, and
Option years ending September 30, 2025 and 2026

RFP 22-07-FIN

EFPR Group, CPAs, PLLC

Douglas E. Zimmerman, CPA
Partner
dzimmerman@efprgroup.com

August 8, 2022

Original

City of Destin

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Appendix A - Detailed Resumes of Key Members from the Firm's Government Audit Practice Group

Appendix B - Partial Government Client List

Appendix C - Peer Review Letter

Appendix D - Required Forms

EFPR GROUP, CPAs PLLC

1061 E. Indiantown Road, Suite 104
Jupiter, FL 33477

P 561.746.0999
TF 800.546.7556
F 561.575.9165
W EFPRgroup.com

August 8, 2022

Mr. Rey Bailey
City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Dear Mr. Bailey:

The EFPR Group, CPAs, PLLC is pleased to submit our proposal to provide continuing audit and related services to City of Destin for the years ending September 30, 2022, 2023 and 2024, and two option years ending September 30, 2025 and 2026. We confirm that we understand the scope of services to be provided and will commit the resources necessary to ensure performance of our services within the required timeframe. Our proposal is a firm and irrevocable offer for ninety days. Douglas E. Zimmerman is the individual signing the proposal and he has the authority to bind the Firm to the submitted proposal. We believe the EFPR Group, CPAs, PLLC is highly qualified to continue to provide audit and related services to the City based on:

- Our previous experience providing audit services to the City.
- Our experience with regard to providing audit and related services for over 175 governmental organizations annually, including numerous Counties, Cities, Towns and Villages.
- Our experience with regard to providing audit and related services for organizations required to have audits which are performed in accordance with Government Auditing Standards, issued by the Comptroller General of the United States. We audit over 350 organizations annually in accordance with Government Auditing Standards.
- Our experience with regard to providing audit and related services for organizations which require audits performed in accordance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. We provide annual audit services for over 150 single audit compliant organizations.
- Our experience with regard to reporting on an organizations compliance with the requirements of Section 218.415, Florida Statutes, Local Government Investment Policies.
- Our ability to provide quality services on a timely basis for reasonable fees.

Mr. Rey Bailey
August 8, 2022

Our depth of experience working with many governmental entities should provide peace of mind that the City would be served by a highly competent team of professionals committed to assist in whatever capacity you require. We understand that for our services to be valuable to the City, we need to provide more than just financial reporting. At the EFPR Group, CPAs, PLLC, we take a proactive approach to our client relationships in order to ensure we are anticipating our client's needs before they call on us for assistance. We are available throughout the year to answer questions and address concerns that may arise.

We would consider it a distinct privilege to provide professional services as outlined in this proposal or any additional services you desire. Simply put, we want to continue to be your auditors and business consultants. Please contact us if there are any questions regarding this proposal.

Very truly yours,

EFPR GROUP, CPAs, PLLC

Douglas E. Zimmerman, CPA
Partner

FIRM PHILOSOPHY

The EFPR Group, CPAs, PLLC was founded on the principle of providing our clients with the same high quality level of service expected from a national firm yet with the dedicated involvement that can only be developed by personal attention. The primary mission of our Firm has always been helping our clients succeed. We are committed to delivering services targeted to each client's critical needs and industry niche.

KEY CONSIDERATIONS REGARDING THE EFPR GROUP

Our Firm has achieved its present position in the accounting profession by providing quality services on a timely basis, for reasonable fees. Accounting firms should be evaluated in light of several important conditions:

- The firm's qualifications, experience and its ability to provide auditing, accounting and consulting services for a reasonable fee.
- The firm's ability to assemble and commit a team of professionals experienced in providing audit, accounting and consulting services for governmental organizations, specifically municipalities.
- The firm's involvement of client personnel and active participation and coordination on a year-round basis.
- The firm's commitment to provide services which will contribute to the success of our clients.

In the following paragraphs, we shall demonstrate that the EFPR Group, CPAs, PLLC is the accounting firm best qualified to continue to serve the City of Destin.

FIRM QUALIFICATIONS AND EXPERIENCE

The EFPR Group, CPAs, PLLC has been providing audit and related services to governmental organizations for over 50 years. The EFPR Group, CPAs, PLLC provides audit, accounting and consulting services to over 175 governmental organizations. We also serve more than 350 organizations which require an audit performed in accordance with Government Auditing Standards and over 150 clients that require audits performed in accordance with the provisions of Office of Management and Budget (OMB) Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards. Our Firm employs 200 professionals with 41 partners and directors. The Firm's Government Audit Practice Group consists of 40 highly trained professionals who provide audit and related services to governmental organizations on a year round basis. The number and nature of professional staff to be assigned to this engagement are as follows:

- Two partners
- One supervisor
- Two senior and staff accountants

Our Firm has offices located in Jupiter, Florida and in Williamsville, Rochester, and Corning, New York. The fieldwork associated with the engagement will be performed at the City's office located in Destin, Florida by the professionals from the Firm's Government Audit Practice Group. Please see Appendix A for detailed resumes of the Firm's key Government Audit Practice Group members and Appendix B for a partial listing of governmental organizations which are our clients.

Our Firm has experience providing audit, accounting and consulting services to various governmental organizations. We are very familiar with generally accepted Government Auditing Standards (GAGAS), issued by the Comptroller General of the United States. We perform approximately 350 GAGAS audits annually. Our team of professionals from our Government Audit Practice Group is well versed and keeps up-to-date on all standards affecting the government accounting and auditing environment.

Our Firm has experience performing audits in accordance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. We provide annual audit services for over 150 single audit compliant organizations.

Municipality Experience - Our Firm currently provides annual financial statement and single audit services to seven Counties and numerous other municipalities (Cities, Towns and Villages) on an annual basis. Our audits of these municipalities are performed in accordance with auditing standards generally accepted in the United States of America, the provisions of Government Auditing Standards, issued by the Comptroller General of the United States, and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. As part of these engagements, we issue a report on compliance and internal control over financial reporting.

City of Port Richey - We perform the annual audit of the general purpose financial statements of the City in accordance with auditing standards generally accepted in the United States of America; the provisions of Government Auditing Standards, issued by the Comptroller General of the United States; and requirements of Section 218.415, Florida Statutes, Local Government Investment Policies. As part of this engagement we also assist in the preparation of the Certificate of Achievement for Excellence in Financial Reporting and the submittal for a Government Finance Officer Association certificate.

New York State Urban Development Corporation d/b/a Empire State Development - We perform the annual audit of the general purpose financial statements of the Corporation (a component unit of the State of New York) in accordance with auditing standards generally accepted in the United States of America, the provisions of Government Auditing Standards, issued by the Comptroller General of the United States, and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The Corporation's goal is to create and retain jobs and to reinvigorate economically distressed areas of the State. The Corporation administers various economic development programs which provides tax incentives designed to attract new businesses to New York State and to enable existing businesses to expand and create more jobs. The Corporation has over 150 subsidiaries which are consolidated for financial reporting purposes. Our firm provides audit and related services to various subsidiaries of Empire State Development. Empire State Development has annual revenues in excess of $2.3 billion and assets of more than $26 billion.

New York State Office of the State Comptroller - We recently performed the audit of the system of internal controls of the New York State Office of the State Comptroller. Our examination was conducted in accordance with Government Auditing Standards, issued by the Comptroller General of the United States and the standards established by the American Institute of Certified Public Accountants and, accordingly, included obtaining an understanding of internal controls, testing and evaluating the design and operating effectiveness of the internal controls, and performing such other procedures as we considered necessary under the circumstances. The Office of the State Comptroller is responsible for paying New York State's bills and payrolls, verifying all financial transactions of the State, reviewing the financial and management practices of State agencies, supervising the fiscal affairs of local governments, investing State funds and issuing bonds and notes and administering the retirement program for the State and most local government employees.

Additional Services Provided to Governmental Clients

The Governmental Accounting Standards Board (GASB) issues several new accounting standards every year. We work closely with our clients to maximize efficiency during the implementation of the standards. This includes alerting our clients to all upcoming standards and stressing which ones are expected to have a material impact on them, discussion on what each client will need to compile, and the accounting for the new GASB standard. We also send members of our government team to Government Finance Officers Association meetings to ensure that we are up to date on everything that effects the municipal industry. Industry changes noted at these meetings are communicated with our clients so that they are up to date even if the clients are not able to attend.

Our Firm has assisted our governmental clients in obtaining a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA). We are committed to providing the highest quality services and assisting governmental entities in meeting regulatory deadlines.

Our Firm is familiar with the review process that the GFOA uses to evaluate the Annual Comprehensive Financial Report (ACFR) and can assist the City in obtaining the Certificate of Achievement for Excellence in Financial Reporting. Our firm has prepared the ACFR for the Cities of Destin and Port Richey, Florida; Towns of Cortlandt and Brookhaven, New York; and the Counties of Chemung, Putnam, Sullivan, Ulster, Cattaraugus and Steuben, New York. The additional minimum requirements to prepare the CAFR are as follows:

- Introduction section, including names of City officials,
- Combining statements of government funds, including comparisons of actual to budget, and
- A statistical section.

We have provided consulting services to our clients with regard to implementation of Governmental Accounting Standards Board (GASB) Statement No. 33 - "Accounting and Financial Reporting for Nonexchange Transactions," and GASB Statement No. 34 - "Basic Financial Statements and Management's Discussion and Analysis." We have worked extensively with our government clients in ensuring that they have complied with the reporting requirements of GASB Statement No. 34. Consulting services offered to our clients with regard to implementation of GASB Standards include, but are not limited to, the following:

- Implementation of infrastructure reporting
- Implementation of fixed asset policies and procedures
- Reporting of infrastructure costs and assistance and guidance in preparing the Management Discussion and Analysis (MD&A)

Additionally, we keep our clients abreast of changes in the governmental accounting environment. We have assisted our clients with the implementation of the requirements of GASB Statements No. 75 - " Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions." The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB).

We have also recently been assisting our clients with the implementation of the requirements of GASB Statement No. 84 - "Fiduciary Activities." This statement establishes criteria for identifying fiduciary activities of all governmental entities that generally focuses on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries of the fiduciary relationship. Activities meeting the criteria should be reported in a fiduciary fund in the basic financial statements, and should present a statement of fiduciary net position and a statement of changes in fiduciary net position.

Quality Assurance

Peer Review

The EFPR Group, CPAs, PLLC retains an independent accounting firm to conduct a review of its system of quality control every three years in accordance with the rigorous standards of the American Institute of Certified Public Accountants. In June 2020, our Firm successfully completed the most recent peer review of its accounting and auditing practice. The review determined that the Firm complies with the stringent quality control standards set by the American Institute of Certified Public Accountants. Our Firm has received the highest rating possible (pass) with no letter of comments being required in each of its last ten peer reviews. According to the peer review team, less than one percent of the firms in the nation achieve this level of excellence. We believe that this attests to our commitment to quality. Peer reviews, which are performed every three years, are required of all CPA firms and are conducted in accordance with rules issued by the American Institute of Certified Public Accountants. (See Appendix C for a copy of the report issued in connection with our most recent peer review.)

The peer review included a review of all of the firm's major client categories, including audits conducted in accordance with generally accepted Government Auditing Standards and the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards).

CPAmerica, Inc.

EFPR Group, CPAs, PLLC is an independently owned and operated member firm is CPAmerica, Inc., one of the largest associations of CPA firms in the United States. Through our affiliation, we have instant access to the expertise and resources of more than 4,000 professionals and more than 700 partners. CPAmerica is a member of Crowe Global, providing our firm access to the eighth largest accounting network in the world, with over 200 independent accounting and advisory firms in 130 countries. By supplementing our services, CPAmerica allows us to:

- Enhance our client services and broaden our capabilities overall
- Expand our domestic and international coverage
- Gain greater technical knowledge in specialty areas
- Utilize professionals with experience in a wide range of industries
- Access the most up-to-date technical information
- Participate in the latest training programs
- Utilize state of-the-art, customized computer systems
- Provide our clients with key contacts and sophisticated professionals throughout the U.S.

CPAmerica brings us the necessary tools to help us better serve our clients with greater flexibility, efficiency and cost effectiveness.

Government Audit Quality Center

We are also a member of the American Institute of Certified Public Accountants Government Audit Quality Center (GAQC). The GAQC promotes the importance of quality governmental audits and the value of such audits to purchasers of governmental audit services. As members, we have access to the latest developments in accounting, auditing, and the various rules and regulations that affect governmental audits. We also receive periodic updates on current issues through news alerts and Webcasts. We are proud of the quality of our work and in order to ensure that this high level of quality is maintained, we have established a comprehensive quality assurance program. The program starts with hiring the best people available and continues with extensive continuing education, an annual minimum of 40 hours per staff member. Our involvement in the GAQC is optional, but indicates a level of commitment above non-member Certified Public Accounting firms. Our participation requires that our firm and personnel attain additional continuing professional education on an annual basis.

Memberships

Our staff members are actively involved in various professional organizations, including the American Institute of Certified Public Accountants, various State Societies of Certified Public Accountants, New York State Economic Development Council, CPAmerica, Inc., Information Systems Audit and Control Association, Association of Certified Fraud Examiners, Government Finance Officers Association, AICPA Government Audit Quality Center, and the Institute of Internal Auditors.

MANAGEMENT STAFF EXPERIENCE

Achieving our present position in the profession has come as a result of being responsive to the needs of our clients. A combination of a coordinated team approach and up-to-date knowledge allows for the most efficient approach to providing comprehensive professional services. Accordingly, we will assemble an engagement team that will include audit personnel with extensive government audit experience. The EFPR Group, CPAs, PLLC and all assigned key professional staff are properly licensed and registered to practice in Florida. The key individuals available to be assigned to this engagement and their roles are as follows:

Douglas E. Zimmerman, CPA will serve as the engagement review partner. Doug will provide a secondary review of all deliverables and critical engagement decisions and will be available throughout the term of the engagement to consult and review on any auditing or accounting questions that may arise. He has over 35 years of public accounting experience and currently functions as a partner in the Firm. He has over 35 years of experience in providing audit, accounting and consulting services for numerous governmental organizations, including City of Destin, City of Port Richey, County of Washington and New York State Urban Development Corporation. Doug is licensed in Florida, New York and Massachusetts as a Certified Public Accountant and meets the educational requirements set forth under Florida Statutes.

Thomas E. Smith, CPA will serve as the partner in charge of our relationship with the City of Destin. Tom will oversee all services provided and ensure that they are delivered in a timely and efficient manner. He will be responsible for all matters concerning accounting policy, participate in the planning phases of our engagement, review all working papers and reports prepared, and attend meetings with management and the Board. He has over 10 years of public accounting experience. He currently functions as a partner in the Firm and has over 10 years of experience in providing audit, accounting and consulting services for numerous governmental organizations, including City of Destin, City of Port Richey and County of Washington. Tom is licensed in Florida and New York as a Certified Public Accountant and meets the educational requirements set forth under Florida Statutes.

Michael Prentice will serve as an engagement supervisor, overseeing in the day-to-day progress of the engagement, including performing onsite reviews as well as office reviews. Mike has over four years of public accounting experience. He has extensive experience in providing audit, accounting and consulting services for numerous municipalities and other governmental organizations, including City of Destin and City of Port Richey

Jason Cukierski will be a senior accountant assigned to this engagement. Jason has over two years of public accounting experience. He currently functions as a senior accountant and has extensive experience in providing audit, accounting and consulting services for numerous governmental organizations.

Staff Accountant: Your account will also be assigned an additional staff accountant from the Firm's Government Audit Practice Group who will work as part of the engagement team in performing your audit.

Continuing Professional Education

With regard to continuing professional education (CPE), each of our staff members is required to complete an annual minimum of 40 hours of CPE programs approved by the American Institute of Certified Public Accountants. Additionally, since we perform audits in accordance with generally accepted Government Auditing Standards (GAGAS) (over 350 each year), our staff members must complete at least 24 of the 80 hours (over a two-year period) of CPE in subjects directly related to the government environment and government auditing. Due to the substantial volume of governmental audits performed, our Firm continually monitors staff CPE compliance with the GAGAS requirements. All of the individuals listed above are in compliance with the CPE requirements.

Continuity of Staff

Continuity is an important element when selecting a CPA firm. We are committed to maintaining the same team of professionals (Senior through Partner) on your engagement year after year. We strive at strengthening our team members' client relationship by maintaining this level of continuity. However, in the event our clients request that there be a rotation of any level of staffing, we have a significant amount of bench strength and can easily accommodate that request.

Turnover in the public accounting industry typically averages over 20 percent annually. EFPR Group, CPAs, PLLC has taken numerous steps to try to keep turnover as low as possible. We believe that this results in the ability to provide improved professional services to our clients. The firm's turnover over the last three years has been approximately eight percent, less than half the industry average.

Our Firm has numerous policies in place in order to retain and monitor the professional staff in the Firm. We have a career advisor program which match senior professionals with junior staff to allow individualized career monitoring and guidance. We also have a robust flexible schedule program which allow staff to modify their work schedule to allow for an appropriate work/life balance.

METHODOLOGY

Our audits are made in accordance with auditing standards generally accepted in the United States of America and, accordingly, include such tests of the accounting records and other auditing procedures as we consider necessary and appropriate in order to express an opinion on the financial statements.

Although audits conducted by different firms should all comply with certain professional requirements and thus might appear identical in nature, you should distinguish individual firms by at least two key factors:

1. The extent to which the firm understands or expands its understanding of your City in advance of the audit and tailors its auditing procedures to the conditions and needs of the City.
2. The pertinent skills and processes the auditor can bring to bear upon the engagement to ensure an effective and efficient audit.

Financial Statement Audit

Audit examinations performed by our Firm are conducted from a risk-based approach. This approach yields two major benefits:

- Maximization of understanding of the City's operating environment, and
- Minimization of audit time by starting with broad considerations and narrowing to specific audit objectives in critical areas.

The audit of the financial statements of the City of Destin will consist of the following four phases:

- Planning
- Systems evaluation
- Testing
- Reporting

- Planning is the first step in the audit engagement and provides the foundation for the direction of the audit. This phase of the audit involves meeting with the Audit Committee and management of the City to clearly identify the lines of communication, perform the risk analysis, discuss the audit scope and concerns and set expectations. While facilitating an understanding between our firm and the City, we highlight areas, which will receive emphasis during our audit. This type of analytical review process permits identification of critical areas. As a result, appropriate audit procedures are focused therein.

- Systems Evaluation consists of the following steps:
  - A review of internal control systems of the City;
  - A review of the information technology systems utilized by the City to prepare its accounting records and monitor compliance with regulatory requirements;
  - An identification of control strengths and weaknesses in management and accounting controls; and
  - The development of a tailored audit program to be responsive to the City's concerns and reflective of the internal control system.

- Testing is the largest part of the audit process and includes both compliance test of internal controls and regulatory requirements and substantive test of the City's financial data.

  The EFPR Group, CPAs, PLLC uses sampling in selecting items for examination by compliance and/or substantive tests where it is determined to be cost beneficial to sample the population. Our Firm has an Audit and Accounting Manual which contains procedures for the control and evaluation of sampling risk, selection of samples, and evaluation of sample results.

  Audit sampling will normally be used to perform the following tests:

  - Substantive tests as part of the audit of the City's basic financial statements;
  - Compliance tests to provide reasonable assurance that internal control (accounting and administrative) procedures used are being applied as prescribed;
  - Substantive tests of compliance with laws and regulations as part of the audit of the basic financial statements.

- Reporting is completed at the conclusion of the audit process. This phase will include the preparation of the draft financial statements and management letter. Management of the City will be provided drafts of all reports. These drafts will be reviewed in detail and any questions or concerns of management will be appropriately addressed. Reports will only be finalized after approval of management and the Audit Committee of the City.

  Our management letter will discuss internal control recommendations and suggestions for procedural improvements we identified as part of the audit. The letter will also include observations about accounting methods and procedures, business and industry practices or issues, operational ideas, and suggestions to further enhance the City's operations. We will advise you of any new accounting pronouncements that have been or may be issued and indicate their potential impact.

Single Audit Approach, If Required

Determining Major Programs

To meet the provisions of the Single Audit Act and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, we will use a risk-based approach to determine which Federal programs are major programs. This risk-based approach will include consideration of current and prior audit experience, oversight by Federal agencies and pass-through entities, and the inherent risk of the Federal program. The following is the approach we will follow in our single audit:

- Determine Type A programs
- Determine high-risk Type A programs
- Determine high-risk Type B programs
- Determine programs to be audited as major programs.

Identification of Material Compliance Requirements

In performing the Single Audit, we will focus on testing those compliance requirements that are material to each program. The OMB compliance supplement identifies the general categories of material compliance requirements. The updated compliance supplement identifies specific requirements for the Federal programs determined to be major programs. While the compliance supplement will be used as a starting point to identify material compliance requirements, we will also review other documents to consider potential material requirements. Documents that may be considered include the Code of Federal Regulations, Assistance Listings (formerly the Catalog of Federal Domestic Assistance), program and grant award letters, and grant guides and audit manuals. We will also discuss program requirements, new regulations, and program changes with respective program managers during the planning phase of the engagement to identify additional or new material compliance requirements. Only those requirements that are considered to be material are subject audit test work. The following are the 12 categories of requirements identified in the compliance supplement:

- Activities allowed or unallowed
- Cash management
- Matching, level of effort, earmarking
- Procurement, suspension and debarment
- Real property acquisition and relocation
- Subrecipient monitoring
- Allowable costs/cost principles
- Eligibility
- Period of availability of Federal funds
- Program income
- Reporting
- Special tests and provisions

OMB's compliance supplement describes characteristics of internal control relating to each of the five components of internal control that should reasonably assure compliance with the requirements of Federal laws, regulations, and program compliance requirements. A description of the components of internal control is as follows:

- Control environment sets the tone of an organization influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure.
- Risk assessment is the entity's identification and analysis of relevant risks to the achievement of its objectives. This forms a basis for determining how the risks should be managed.
- Control activities are the policies and procedures that help to ensure that management's directives are carried out.

- Information and communication are the means to identify, capture, and exchange information in a form and time frame that enable people to carry out their responsibilities.

- Monitoring is the process that assesses the quality of internal control performance over time.

Sample Sizes and Type and Extent of Testing

The results of our interim testwork and the planning phase of the final fieldwork will determine the extent of testwork that will be necessary during the audit. Sample sizes will be determined based on the assessment of control risk and materiality. Tests of details of transaction (substantive tests) will be performed on certain account balances of significant audit areas that are determined during the planning phase of our audit.

Our audit approach will use statistical and non-statistical sampling utilizing data extraction software as a means of testing internal controls and tests of the details of transactions. The sample size is determined based on the effectiveness of internal controls, the risk assessment and the materiality of the transaction class being tested. Sample size will vary depending on the assessment of control risk.

Extent of Use of EDP Software in the Engagement

All of our field staff are equipped with laptop computers and have access to various software packages and databases (e.g. data extraction software, flowchart software, Microsoft Office, etc.) and other electronic means to ensure that the audit is performed in the most efficient manner.

At the EFPR Group, CPAs, PLLC we use a paperless auditing software called Caseware. As a result, we have the ability to access an audit file from any remote location. This allows for real time consultation as issues arrive, with Partners, experts and other team members, even if we are not physically in the same location. Caseware also allows us to use workpapers in almost any format you choose to provide. This results in a more efficient audit process, keeping down costs and reducing the time needed to deliver a completed set of financial statements.

Our Firm also uses software called CaseWare IDEA, which is a comprehensive and easy-to-use data analysis tool that quickly analyzes 100% of data, guarantees data integrity and speed the analysis, paving the way to faster, more effective audits. CaseWare IDEA has universal file conversion capabilities which allows us to import records in virtually any format and from any source. IDEA also protects the integrity of data and ensures the accuracy of audit assessments an disclosures with its read-only access.

Our Firm also subscribes to a secure file sharing system which allows us to transmit sensitive and confidential data, back and forth on a secure platform regardless of the size of the particular file. This ensures that your data remains confidential while making transmitting such data more efficient and secure than email.

Type of Analytical Procedures to be Used in the Engagement

Analytical procedures are performed during the planning and testing phases of the audit. Analytical procedures are applied to the basic financial statements as a whole, as well as at the individual fund level. The primary objective of the analytical procedures is to determine the propriety of fluctuations in account balances as well as determining whether account balances are in line with expected results (i.e. budgeted amounts).

Approach to be Taken to Gain and Document an Understanding of the City's Internal Control Structure

Our Firm will use the Committee of Sponsoring Organizations of the Treadway Commission (COSO) "Internal Control - Intergrated Framework" (the COSO report) as a broad framework of criteria against which to evaluate the effectiveness of the internal controls.

Our Firm will obtain an understanding of the City's policies and procedures, including an understanding of the internal control system of the City. Additionally, we will obtain the City's budget and related materials, organizational charts and any internally developed manuals that are pertinent to the audit. The understanding of the City's internal control system will include each of the components of the control structure such as:

- Control environment.
- Information and communication.
- Risk assessment.
- Monitoring.
- Control activities.

Approach to be Taken in Determining Laws and Regulations that will be Subject to Audit Test Work

The sample size used to test internal controls over financial reporting is determined using a method similar to the one described previously (e.g. assessing the control risk). The tests performed will include tests of attributes to determine compliance with the applicable laws and regulations. These laws and regulations include local law regulations . The sample size will vary for each attribute tested. All of our staff have access to the Firm's technical library including: authoritative standards, applicable laws and regulations and programs manual, as well as our on-line resources of applicable municipal laws.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

The sampling selection method used will be random. Materiality will vary for each account class being tested. The confidence level or degree of reliability, which is the confidence that all errors exceeding materiality would be discovered if any, occurred, will be 95%. The range of error for each of the objectives indicated above will be less than 2%. The tests performed will include tests of attributes to determine compliance with the applicable laws and regulations. These laws and regulations include local law regulations.

Reporting to the City

As required by professional standards, we will ensure that the City Council will be informed of the following:

- The Auditors' responsibility under auditing standards generally accepted in the United States of America
- The Auditors' responsibility under Government Auditing Standards and if required, the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit
- Any other matter which may be important to the fair presentation of the City's financial statements

Scope of Services

The following is an outline of the services to be provided to the City of Destin for the years ending September 30, 2022, 2023 and 2024, and two option years ending September 30, 2025 and 2026:

City of Destin

- Audit the financial statements of the City in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and if required, the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and the provisions of s.215.97 Florida Single Audit Act, and the rules of the State of Florida Auditor General. The primary purpose of this audit is the expression of an opinion as to the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
- If required, audit the major federal programs, including the Schedule of Expenditures of Federal Awards, in accordance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and issue an opinion on compliance and internal control over compliance relating to the major programs tested.
- Issue a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards. These reports will communicate any reportable conditions and instances of noncompliance found during our audit.
- Issue a report on compliance in accordance with auditing standards generally accepted in the United States of America and Section 218.415, Florida Statutes, regarding the investment of public funds.
- Prepare a letter to management detailing comments and suggestions for improvements in internal controls or general management techniques that come to our attention during the audit. We will review and explain all observations and recommendations so that appropriate changes may be implemented.
- Assist with the preparation, including produce and publish, the Annual Comprehensive Financial Report (ACFR) of the City for submittal to the Government Finance Officers Association (GFOA).
- Issue a report on the schedule of receipts and expenditures of funds related to the Deepwater Horizon Oil Spill as required by Chapter 288.8018, Florida Statutes and Chapter 10.557(3)(f), Rules of the Auditor General.
- If required, prepare U.S. Form SF-SAC - "Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations."
- Attend a meeting with the City Council to review the results of our audits of the financial statements and trends that could impact the City.
- Deliver the required number of copies and an ADA compliant electronic copy of all final reports to the City.
- Maintain contact throughout the year to discuss: (a) changes in accounting which could affect the City and (b) the progress toward fulfilling current needs and future objectives.

City of Destin Community Redevelopment Agency

- Audit the financial statements in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The primary purpose of this audit is the expression of an opinion as to the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
- Issue a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards. These reports will communicate any reportable conditions and instances of noncompliance found during our audit.
- Prepare a letter to management detailing comments and suggestions for improvements in internal controls or general management techniques that come to our attention during the audit. We will review and explain all observations and recommendations so that appropriate changes may be implemented.

Timing

Upon receiving notice of appointment as auditors, we will meet with you and establish a definite time program for the performance of our services. The time program will be established to ensure that work is efficient and structured in such a way as to avoid disrupting the day-to-day routine duties of your staff. The following is an estimated timetable related to performance of our services on an annual basis:

Task	Deadline
Provide list of all schedules required	By October 15th
Commencement of fieldwork	By December 1st
Complete fieldwork	By December 31st
Issue draft reports	By February 1st
Attend Council meeting	Upon request
Issue final reports	Upon approval

PRICE PROPOSAL

Our fee quote is based upon the estimated time we will spend on the engagement and the qualifications of personnel that will be assigned. On the basis of our extensive experience with your City, we have determined the fees that we will charge for the required services for the years ending September 30, 2022, 2023 and 2024, and two option years ending September 30, 2025 and 2026 to be as stated in Appendix D of our proposal. These are the ALL-INCLUSIVE FEES to be charged to the City and include all costs, including report reproduction and similar expense (travel, phone, clerical, postage, etc.).

We consider ourselves not only auditors but also advisors to our clients. Accordingly, we encourage our clients to contact us throughout the year to discuss any technical matters or other issues that arise. We consider this service an integral part of our overall client relationship and accordingly, do not bill separately for any of these questions.

In the event additional services, outside of the scope of services listed in our proposal, are requested by the City of Destin, the discounted hourly rates to be billed for these services for the year ending September 30, 2022 will be as follows:

Partner	$ 250
Supervisor	150
Senior accountant	110
Staff accountant	95

Any such additional work shall be performed only if set forth in an addendum to the contract between the City of Destin and the EFPR Group, CPAs, PLLC.

ADDITIONAL INFORMATION

Independence

The EFPR Group, CPAs, PLLC is independent of the City of Destin as defined by generally accepted auditing standards and U.S. Government Accountability Office (GAO)'s Government Auditing Standards. Accordingly, no relationship exists between the EFPR Group, CPAs, PLLC and the City or any of its employees, Board members or with any person or agency that constitutes a conflict of interest with respect to the City.

Licensed to Practice in Florida

The EFPR Group, CPAs, PLLC is licensed to practice in Florida. Please see Appendix A for evidence of the firm's license to practice and licenses of key individuals to be assigned to the engagement.

Insurance Certificates

The EFPR Group, CPAs, PLLC currently has insurance coverage that meets all requirements of the City of Destin. Specifically, we carry Commercial General Liability Insurance with an amount of $2,000,000 combined single limit and $4,000,000 in the aggregate; Comprehensive Business Automobile Insurance with an amount of $1,000,000 each accident; and Professional Liability Insurance with an amount of $3,000,000 each occurrence and $3,000,000 in the aggregate. Upon award of contract, we will provide to the City the appropriate insurance certificates naming the City as an additional insured.

Value Added Services

Management Consulting Services

Understanding our client's operations and being involved throughout the year provides us with a unique opportunity to make recommendations and provide consulting services relating to operations which contributes to the success of your organization. The types of consulting services provided include, but are not limited to, the following areas:

- Assist the City in the implementation of new pronouncements issued by the Government Accounting Standards Board.
- Review of leases and other legal agreements and interpretations of such provisions of leases and agreements.
- Ability to provide better internal control recommendations as a result of our extensive internal control audit experience with regard to governmental organizations.
- Budget reviews.
- Exempt bond financing assistance.
- Risk assessment and analysis.

- Computer needs assessments, conversion phase and implementation.
- Internal financial reporting systems.
- Assessment of Employee Benefits alternatives.
- Cash management analysis and budgeting.
- Assistance in implementing a business plan and long-range planning.
- Tax planning, consulting and preparation.
- Acquisition or valuation studies.

American Rescue Plan Act (ARPA)

The EFPR Group has conducted webinars and in-person meetings with groups of Counties, Cities, Towns and Villages in order to prepare them for the upcoming requirements created by the ARPA and the administrative burden that comes with it.

One of the allowable uses of the ARPA funding is calculating revenue lost due to the pandemic. We have been engaged by several municipalities, including up to the County level, to calculate the lost revenue on their behalf. We have a team that is dedicated to performing all of our lost revenue calculation consulting engagements.

In addition to the lost revenue calculations, we also offer general consulting work in regards to the ARPA funding. This general consulting includes, but is not limited to, preparing and reviewing reporting requirements to the U.S. Department of the Treasury, assistance with accounting for the funds in accordance with State requirements, guidance as to which activities and costs are allowable and ineligible under the federal guidance and assisting with or performing sub-recipient monitoring where required.

Fraud Detection and Prevention

Stonebridge Business Partners (SBP), an EFPR Group Company, provides a full suite of business valuation, forensic accounting and litigation services to an array of business clients across the United States. In addition, they now provide a state-of-the-art confidential, nationwide ethics hotline and on-line portal. Powered by Red Flag Reporting, the SBP ethics hotline and on-line portal system is recognized as the number one method of identifying and reporting unethical or unsafe conditions so you can prevent any threat to your organization's long-term sustainability. The Association of Certified Fraud Examiners recognizes this service as the most effective method of fraud detection and prevention saving clients thousands of dollars in losses and litigation exposure.

The Stonebridge system provides:

- 24-hour-a-day access for employees, strategic partners and suppliers
- An easy to use and completely confidential telephone and on-line reporting system
- The ability to make reports in English and Spanish
- Certified Fraud Examiners to review each report
- Posters and wallet cards to create employee awareness and facilitate quick response
- Quarterly emails to employees and newsletters to management
- A live fraud awareness seminar and pre-recorded issue awareness webinars
- Detained reports to pre-designated members of your organization
- "Reduced Risk" and increased "Peace of Mind"

Other Significant Information

- Technology - All of our field staff are equipped with laptop computers and have access to various software packages and databases (e.g. data extraction software, flowchart software, Microsoft Office, etc.) and other electronic means to ensure that the audit is performed in the most efficient manner.

- Affirmative Action - The EFPR Group, CPAs, PLLC is an equal opportunity employer and as such possesses a firm commitment to affirmative action and to hiring only the best-qualified candidates regardless of gender or ethnic origin. Our Firm does not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.

- Continuing Education - With regard to continuing professional education, each of our staff members is required to complete an annual minimum of 40 hours of continuing education programs approved by the American Institute of Certified Public Accountants. Additionally, since we perform audits in accordance with Government Auditing Standards (over 350 each year), our staff members must complete at least 24 of the 80 hours (over a two-year period) of continuing education in subjects directly related to the government environment and government auditing.

* * * * *

We would consider it a distinct privilege to provide professional services as outlined in this letter or any additional services you may desire. Please contact us if you have any questions regarding this letter.

A copy of this letter is enclosed; if the terms of this proposal are satisfactory to you please sign the copy and return it to me at your convenience.

ACCEPTED:

EFPR GROUP, CPAs, PLLC	CITY OF DESTIN
By: _____	By: _____
Douglas E. Zimmerman, CPA Partner	
Date: August 8, 2022	Date: _____

Appendix A

Detailed Resumes of Key Members of the Firm's Government Audit Practice Group

Licensee Information

Name:	EFPR GROUP, CPAS, PLLC LLC (Primary Name)
Main Address:	100 SOUTH CLINTON AVENUE SUITE 1500 ROCHESTER New York 14604
County:	OUT OF STATE

License Information

License Type:	FIRM
Rank:	CPA Firms
License Number:	AD69319
Status:	Current
Licensure Date:	01/08/2016
Expires:	12/31/2023

Special Qualifications	Qualification Effective
Corporation	01/08/2016

Alternate Names

View Related License Information

View License Complaint

EFPR GROUP LLP
Certified Public Accountants

Douglas E. Zimmerman, CPA
Partner

Doug has over 35 years of public accounting experience. He currently functions as a Partner of the EFPR Group, CPAs, PLLC and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Doug received a Bachelor of Science degree in Accounting from State University of New York College at Geneseo in 1986. He is licensed in Florida, New York and Massachusetts as a Certified Public Accountant.

Professional Affiliations and Community Affiliations

American Institute of Certified Public Accountants (AICPA)
New York State Society of Certified Public Accountants (NYSSCPA)

PRACTICE AREAS
Governmental Accounting
Nonprofit
Higher Education
Employee Benefit Plans

EDUCATION
SUNY Geneseo – B.S., Accounting, 1986

CONTACT
PHONE (561) 746-0999
CELL PHONE (716) 445-4018
FAX (561) 575-9165
E-MAIL
dzimmerman@efprgroup.com

Licensee Information

Name:	ZIMMERMAN, DOUGLAS EDWARD (Primary Name)
Main Address:	4840 COUNTY RD 11 RUSHVILLE New York 14544
County:	OUT OF STATE
License Mailing:	4840 COUNTY ROAD 11 RUSHVILLE NY 14544
County:	OUT OF STATE

License Information

License Type:	Certified Public Accountant
Rank:	CPA
License Number:	AC49438
Status:	Current,Active
Licensure Date:	12/11/2015
Expires:	12/31/2022

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint

EFPR GROUP LLP
Certified Public Accountants

Thomas E. Smith, CPA

Partner

Tom has over 10 years of public accounting experience. He currently functions as a Partner of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Tom received a Bachelor of Science degree in Accounting from State University of New York College at Buffalo in 2011 and a Master of Science degree in Accounting from State University of New York College at Buffalo in 2012. He is licensed as a Certified Public Accountant in Florida and New York.

Professional Affiliations and Community Affiliations

American Institute of Certified Public Accountants (AICPA)
New York State Society of Certified Public Accountants (NYSSCPA)

PRACTICE AREAS
Governmental Accounting
Higher Education

EDUCATION
SUNY Buffalo – B.S., Accounting, 2011
SUNY Buffalo - M.S., Accounting, 2012

CONTACT
PHONE (561) 746-0999
FAX (561) 575-9165
E-MAIL
tsmith@efprgroup.com

Licensee Information

Name:	SMITH, THOMAS EDMUND (Primary Name)
Main Address:	675 DELAWARE AVENUE APARTMENT 503 BUFFALO New York 14209
County:	OUT OF STATE

License Information

License Type:	Certified Public Accountant
Rank:	CPA
License Number:	AC56870
Status:	Current,Active
Licensure Date:	06/01/2021
Expires:	12/31/2023

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint

EFPR GROUP LLP
Certified Public Accountants

Brent M. Jensen, CPA
Partner

Brent has over 15 years of public accounting experience. He currently functions as a Partner of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Brent received a Bachelor of Science degree in Accounting from State University of New York College at Buffalo in 2006. He was licensed in New York State as a Certified Public Accountant in 2013.

Professional Affiliations and Community Affiliations
American Institute of Certified Public Accountants (AICPA)
Government Finance Officers Association (GFOA)

PRACTICE AREAS
Governmental Accounting
Higher Education

EDUCATION
SUNY Buffalo – B.S., Accounting, 2006

CONTACT
PHONE (716) 204-5749
FAX (716) 634-0764
E-MAIL
bjensen@efprgroup.com

EFPR GROUP LLP
Certified Public Accountants

John S. Costilow, CPA
Partner

John has over 15 years of public accounting experience. He currently functions as a Partner of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

John received a Bachelor of Science degree in Accounting from State University of New York College at Buffalo in 2006. He was licensed in New York State as a Certified Public Accountant in 2008.

Professional Affiliations and Community Affiliations
American Institute of Certified Public Accountants (AICPA)
New York State Society of Certified Public Accountants (NYSSCPA)

PRACTICE AREAS
Governmental Accounting
Higher Education

EDUCATION
SUNY Buffalo – B.S., Accounting, 2006

CONTACT
PHONE (716) 204-5719
FAX (716) 634-0764
E-MAIL
jcostilow@efprgroup.com

EFPR GROUP LLP
Certified Public Accountants

David S. Gabel, CPA
Director

Dave has over 33 years of public accounting experience. He currently functions as a Director of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Dave received a Bachelor of Science degree in Accounting from State University of New York College at Fredonia in 1988. He was licensed in New York State as a Certified Public Accountant in 1990.

Professional Affiliations and Community Affiliations

American Institute of Certified Public Accountants (AICPA)
New York State Society of Certified Public Accountants (NYSSCPA)

PRACTICE AREAS
Government
Higher Education
Nonprofit
Construction and Real Estate

EDUCATION
SUNY Fredonia – B.S., Accounting, 1988

CONTACT
PHONE (716) 204-5706
FAX (716) 634-0764
E-MAIL
dgabel@efprgroup.com

EFPR GROUP LLP
Certified Public Accountants

Jeffrey N. Jones, MSA
Manager

Jeff has over seven years of public accounting experience. He currently functions as a Manager of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Jeff received a Bachelor of Science and a Master of Science degree in Accountancy from Daemen College in 2014.

Professional Affiliations and Community Affiliations
Hull House Foundation, *Board Trustee*

PRACTICE AREAS
Governmental Accounting
Nonprofit

EDUCATION
Daemen College – B.S., Accountancy
Daemen College - M.S.A., Accountancy, 2014

CONTACT
PHONE (716) 204-5775
FAX (716) 634-0764
E-MAIL
jjones@efprgroup.com

EFPR GROUP LLP
Certified Public Accountants

Brian D. Sawma
Manager

Brian has over eight years of public accounting experience. He currently functions as a Manager of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Brian received a Bachelor of Business Administration degree in Accounting in 2013 and a Masters of Business Administration degree in Accounting in 2016 from Niagara University.

PRACTICE AREAS
Governmental Accounting
Higher Education
Nonprofit

EDUCATION
Niagara University – B.B.A., Accounting, 2013
Niagara University - M.B.A., Accounting, 2016

CONTACT
PHONE (716) 204-5733
FAX (716) 634-0764
E-MAIL
bsawma@efprgroup.com

EFPR GROUP LLP
Certified Public Accountants

Michael Prentice
Supervisor

Mike has over four years of public accounting experience. He currently functions as a Supervisor of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Mike received a Bachelor of Science degree in Accounting and a Bachelor of Science degree in Finance from State University of New York College at Fredonia in 2017.

PRACTICE AREAS
Higher Education
Governmental Accounting

EDUCATION
SUNY Fredonia - B.S., Accounting, 2017
SUNY Fredonia - B.S., Finance, 2017

CONTACT
PHONE (716) 204-5728
FAX (716) 634-0764
E-MAIL
mprentice@efprgroup.com

EFPR GROUP LLP
Certified Public Accountants

Jason Cukierski
Senior Accountant

Jason has over two years of public accounting experience. He currently functions as a Senior Accountant in the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Jason received a Bachelor of Science degree in Business Administration with concentrations in Finance and Management Information Systems in 2014 and a Juris Doctor degree with concentrations in Finance and Development and Intellectual Property and Privacy Law in 2017 from University at Buffalo.

PRACTICE AREAS
Governmental Accounting
Higher Education

EDUCATION
University at Buffalo – B.S., Business Administration, 2014
University at Buffalo - J.D., 2017

CONTACT
PHONE (716) 204-5769
FAX (716) 634-0764
E-MAIL
jcukierski@efprgroup.com

EFPR GROUP LLP
Certified Public Accountants

Kelly Losito
Senior Accountant

Kelly has over three years of public accounting experience. She currently functions as a Senior Accountant of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Kelly received a Bachelor of Science degree in Accounting from State University of New York College at Fredonia in 2019.

PRACTICE AREAS
Governmental Accounting
Higher Education
Nonprofit

EDUCATION
SUNY Fredonia – B.S., Accounting, 2019

CONTACT
PHONE (716) 204-5731
FAX (716) 634-0764
E-MAIL
klosito@efprgroup.com

Appendix B

Partial Government Client List

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

Amagansett Union Free School District
* Amsterdam Housing Authority
* Athens Area School District
Binghamton-Johnson City Joint Sewage Board
* BLaST Intermediate Unit 17
Borough of Sayre
Borough of South Waverly
* Brentwood Union Free School District
Broome County Land Bank Corporation
* Buffalo Municipal Housing Authority
* Canton Area School District
* Canton Housing Authority
Cayuga County Health Insurance Consortium
Central Falls School District
Chelsea Fire District
Chemung County Property Development Corporation
Chemung Tobacco Asset Securitization Corporation
* City of Beacon
* City of Destin
City of Lackawanna
* City of Niagara Falls
* City of Oneonta Housing Authority
City of Port Richey
* City School District of the City of Albany
* City School District of New Rochelle
City University of New York (CUNY)
* Cohoes Housing Authority
* Cornwall Central School District
* Cortland Housing Authority
* County of Allegany
* County of Chemung
* County of Delaware
* County of Lewis
* County of Orleans
* County of Saratoga
* County of Washington
Deferred Compensation Plan for the Employees of Chemung County
Deferred Compensation Plan for the Employees of Delaware County

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

Deferred Compensation Plan for the Employees of the Islip Resource Recovery Agency
Deferred Compensation Plan for the Employees of Monroe County Water Authority
Deferred Compensation Plan for the Employees of the Town of Huntington
Deferred Compensation Plan for the Employees of the Town of Ithaca
Deferred Compensation Plan for the Employees of the Town of Union
Dunkirk Local Development Corporation
Dutchess County Department of Public Works
Dutchess County Soil and Water Conservation District
* East Hampton Union Free School District
* East Quogue Union Free School District
* Empire State Development Corporation
Fire District No. 1 - Town of Elmira
Fire District No. 3 of the Town of Plattsburgh
Fishers Island Ferry District
Fishers Island Union Free School District
Fort Montgomery Fire District
* Franklin County Regional Housing and Redevelopment Authority
Genesee Tobacco Asset Securitization Corporation
* Geneva Housing Authority
* Glen Cove Industrial Development Agency
* Glen Cove Community Development Agency
* Gloversville Housing Authority
Greene County Economic Development Corporation
Greenwood Lake Joint Fire District
HealthSource RI Trust
* Harlem Community Development Corporation
Harrietstown Housing Authority
* Hempstead Union Free School District
Henrietta Fire District
* Herkimer Housing Authority
* Hudson River Park Trust
* Ilion Housing Authority
* Ithaca Housing Authority
Lake Champlain-Lake George Regional Planning Board
Land Reutilization Corporation of the Capital Region
LeRoy Fire District
Long Beach Housing Authority
* Lower Manhattan Development Corporation

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

Lucas Metropolitan Housing Authority
Monroe County Department of Transportation
Monroe County Water Authority
Morrisonville Fire District
* Nashua Housing and Redevelopment Authority
Nassau County Deferred Compensation Plan
New Rochelle Municipal Housing Authority
New York City Administration for Children's Services
New York City Department of Corrections
New York City Department of Social Services
New York City Department for the Aging
New York City Department of Citywide Administrative Services
New York City Department of Health and Mental Hygiene
New York City Department of Homeless Services
New York City Department of Probation
New York City Human Resources Administration
New York City Tax Lien Trusts (four trusts)
* New York Convention Center Development Corporation
New York Convention Center Operating Corporation (Javits Center)
* New York Empowerment Zone Corporation
* New York Job Development Authority
New York State Assembly
New York State Affordable Housing Corporation
New York State Bridge Authority
New York State Dairy Promotion Order
* New York State Department of Taxation and Finance
New York State Department of Transportation
New York State Division of the Budget
New York State Executive Chamber
New York State Homeless Housing Assistance Corporation
New York State Legislative Bill Drafting Commission
New York State Office for People With Developmental Disabilities
New York State Office of Alcoholism and Substance Abuse Services
New York State Office of the State Comptroller
New York State Office of General Services
New York State Olympic Regional Development Authority
New York State Senate
New York State Unified Court System

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

* New York State Urban Development Corporation
* Newark Housing Authority
N.F.C. Development Corporation
Niagara Falls Urban Renewal Agency
Niagara-Orleans Regional Land Improvement Corporation
* Northeast Bradford School District
Northern Tier Career Center
* Ogdensburg Bridge and Port Authority
Ontario County Industrial Development Agency
Niagara-Orleans Regional Land Improvement Corporation
* Northeast Bradford School District
Northern Tier Career Center
* Ogdensburg Bridge and Port Authority
Ontario County Industrial Development Agency
* Orleans County Industrial Development Agency
Palisades Interstate Park Commission New Jersey Section and New York Section
* Pawling Central School District
Pine Hill Fire District No. 5
Poughkeepsie Public Library district
Quassaick Bridge Fire District
Remsenburg-Speonk Union Free School District
* Rhinebeck Central School District
* Rochester Housing Authority
* Rome Housing Authority
* Rockville Centre Union Free School District
* Roosevelt Island Operating Corporation
* Roosevelt Union Free School District
* St. Johnsville Housing Authority
* Sachem Central School District
* Sayre Area School District
Sayre Public Library
* Scarsdale Union Free School District
* Seneca Nation Housing Authority
South Waverly Municipal Authority
Southern Cayuga Lake Intermunicipal Water Commission
* Southern Tioga School District
Springs Union Free School District
Steuben County Economic Development Corporation

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

Steuben County Industrial Development Agency
Suffolk County 401(a) Terminal Pay Plan
Suffolk County Department of Public Works
* Syracuse Housing Authority
* Three Village Central School District
Tobacco Settlement Financing Corporation
* Towanda Area School District
Town of Beekman
* Town of Cortlandt
Town of Elmira
Town of Erwin
Town of Fishkill
Town of Gates
* Town of German Flatts
* Town of Grand Island
Town of Hempstead Sanitary District Number Two
Town of Hempstead Sanitary District Number Seven
* Town of Huntington Housing Authority
Town of Ithaca
Town of Lumberland
Town of Mamaroneck
Town of Mexico
Town of Plattsburgh
* Town of Southeast
Town of Ulster
Town of Union
Trust for Cultural Resources of the City of New York
* Ulster County Community College
University at Albany Athletics Department
* Utica Municipal Housing Authority
Valley Joint Sewer Authority
* Vernon-Verona-Sherrill Central School District
Village of Cold Spring
* Village of Delhi
Village of Heuvelton
Village of Montebello
Village of South Glens Falls
Washington Tobacco Asset Securitization Corporation

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

Waterfront Commission of New York Harbor
* Watertown Housing Authority
Wayne County Civic Facility Development Corporation
Wayne County Industrial Development Agency
West Genesee Central School District
* Westbury Union Free School District
* William Floyd Union Free School District
Williamsville Central School District
* Winooski Housing Authority

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

Appendix C

Peer Review Letter

Tax // Audit & Attestation // Consulting // Planning

DELUZIO & COMPANY, LLP

Lisa M. Altschaffl, CPA
Jeffrey P. Anzovino, CPA, MSA
Cole F. Beehner, CPA
Charles A. Deluzio, CPA
Joseph E. Petrillo, CPA
Stacey A. Sanders, CPA, CSEP
Daniel W. Wilkins, CPA

Report on the Firm's System of Quality Control

June 8, 2020

To the Partners of EFPR Group LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of EFPR Group LLP (the firm) in effect for the year ended November 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility
The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility
Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion
In our opinion, the system of quality control for the accounting and auditing practice of EFPR Group LLP, in effect for the year ended November 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. EFPR Group LLP has received a peer review rating of *pass*.

Deluzio & Company LLP

Deluzio & Company LLP

CPAAI
CPA ASSOCIATES INTERNATIONAL

351 Harvey Avenue, Suite A, Greensburg, PA 15601 // p - 724-838-8322 // f - 724-853-6500
45 South 23rd Street, Suite 102, Pittsburgh, PA 15203 // p - 412-481-1900 // f - 412-481-1923
www.DeluzioCPA.com

Appendix D

Required Forms

Attachment#1

CITY OF DESTIN RFP 22-07-FIN
PROFESSIONAL AUDITING SERVICES PRICE PROPOSAL

Company: EFPR Group, CPAs, PLLC

Address: 1061 E. Indiantown Road, Suite 104

City & State: Jupiter, Florida **Zip Code:** 33477

Telephone: ( ) (561) 746-0999 **Fax:** ( ) (561) 575-9165

Date of Proposal: August 8, 2022

FIRM FIXED FEES PROPOSALS:

I. Fiscal Year 2022 Audit Services: $ 36,500

II. State and/or Federal Financial Assistance Audit: $ 1,500

III. Identify Cost of Other Services, if any: $ N/A

_____ $ N/A

IV. In consideration of subsequent year(s) renewals, provide a Firm Fixed Fee for subsequent year

Audits:	38,500	40,500	42,500	44,500
State/Fed Assistance Audit	1,600	1,700	1,800	1,900
	FY2023 $ 40,100	**FY2024 $** 42,200	**FY2025 $** 44,300	**FY2026 $** 46,400

In accordance with your request for proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (We), the undersigned, hereby agree is this proposal is accepted, to contract with the City of Destin, Florida to furnish any service requested herein and deliver the same to the City of Destin at the specified location.

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

Name & Title of Authorized Representative: (Printed) Douglas E. Zimmerman, CPA, Partner

(Signature) _____

Attachment#2

CITY OF DESTIN RFP 22-07-FIN
ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No. 1	Dated August 11, 2022
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated

Failure to submit acknowledgement of any addendum that affects the submittal is considered an irregularity and may be cause for rejection of the proposal.

Name of Business: EFPR Group, CPAs, PLLC

By:
(Signature)

Name & Title Douglas E. Zimmerman, CPA, Partner

Mandatory Attachment#3

CITY OF DESTIN RFP 22-07-FIN
AFFIRMATIVE STATEMENT OF INDEPENDENCE
AND NO CONFLICT OF INTEREST

The EFPR Group, CPAs, PLLC is independent of the City of Destin as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards. Accordingly, no relationship exists between the EFPR Group, CPAs, PLLC and the City or any of its employees, Board members or with any person or agency that constitutes a conflict of interest with respect to the City.

In addition, the staff of EFPR Group, CPAs, PLLC have not conducted other services for the City, nor has it made any management decisions, and accordingly, will not be auditing work or decisions made by the Firm's employees, nor are there other ways to compromise our independence as defined by the AICPA.

[Signature]

Douglas E. Zimmerman, CPA, Partner

Name & Title of Authorized Representative (Printed)

August 8, 2022

Date

Mandatory Attachment #8

CITY OF DESTIN RFP 22-07-FIN
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFP-22-07-FIN

2. This sworn statement is submitted BY EFPR Group, CPAs, PLLC whose business address is 1061 E. Indiantown Road, Suite 104, Jupiter, Florida 33477

and (if applicable) Federal Employer Identification Number (FEIN) is 47-4526160 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Douglas E. Zimmerman, CPA and my relationship to the entity named above is Partner

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

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

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

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

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

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

shareholders, employees, members, and agents who are active n management of an entity.

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

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

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

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

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

_____
(Signature)

Date: August 8, 2022

STATE OF ~~FLORIDA~~ New York
COUNTY OF Erie

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8th day of August, 2022, and is personally known to me, or has provided_____as identification.

_____
Notary Public

My Commission expires:

DEBORAH A SCHALL
Notary Public, State of New York
Registration No. 01SC5034524
Qualified in Erie County
My Commission Expires November 07, 2020

Mandatory Attachment #9

CITY OF DESTIN RFP 22-07-FIN
DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: EFPR Group, CPAs, PLLC

ADDRESS: 1061 E. Indiantown Road, Suite 104

CITY: Jupiter STATE: FL ZIP CODE: 33477

TELEPHONE NUMBER: (561) 746-0999

SIGNATURE: DATE: August 8, 2022

NAME (TYPED OR PRINTED): Douglas E. Zimmerman, CPA

TITLE: Partner

EXHIBIT A
CONFIRMATION OF RECEIPT OF ADDENDUM#1

This addendum forms a part of the Contract Documents and modifies the original specifications for this project. Acknowledge receipt of this addendum shall be required in the cover letter. Failure to do so may subject the Proposer to disqualification. The following items shall become a part of the proposal for the above referenced project.

Addendum 1 addresses fifteen (15) questions submitted by various proposers.

Opening Date Unchanged: **August 18, 2022 2:00 PM CDT**

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

Receipt of Addendum #1 is hereby acknowledged:

Douglas E. Zimmerman, CPA
Print Name

Signature

August 12, 2022
Date

CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSALS
RFP NO. 22-07-FIN
FINANCIAL AUDITING SERVICES

Website: CityofDestin.com
Full RFP: clerk@cityofdestin.com

Date of Issue: July 19, 2022
Responses Due: August 18, 2022 at 2:00pm CDT

Lance A. Johnson, City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

NOTICE TO PROPOSERS

The City of Destin is requesting proposals to provide financial auditing services to the City for the audits of the financial statements of the City and the Destin Community Redevelopment Agency. The successful proposer is required to be an independent certified public accounting firm licensed to practice in the State of Florida. The successful respondent will enter into a three-year service contract with the option for two (2) additional one-year renewals for a total five-year contract.

Certified public accounting firms who are interested in providing this service may obtain a Request for Proposal from the City Clerk's office by e-mailing clerk@cityofdestin.com or in person from Destin City Hall, 4200 Indian Bayou Trail, between the hours of 8 a.m. and 5 p.m. Monday through Friday Central Daylight Time (CDT).

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFP NO. 22-07-FIN, FINANCIAL AUDITING SERVICES", along with the name, return address and telephone number of the submitter**, no later than **2:00 p.m. (CDT), on August 18, 2022** at which time they will be opened and read aloud. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson
City Manager
CITY OF DESTIN, FLORIDA

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1 RFP Purpose

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from certified public accounting firms licensed in Florida for annual financial and compliance auditing services for the City of Destin and for the Destin Community Redevelopment Agency for the three (3) fiscal years ending September 30, 2022, 2023, & 2024, with potential extensions for 2025 and 2026.

Audits should be in accordance with generally accepted auditing standards for financial and compliance audits as required by Chapter 10.550 of the rules of the State of Florida Auditor General, applicable to audits of municipalities.

1.2 Agreement Term & Renewals

The initial contract term shall be for a period of three (3) years. The City reserves the right to renew the contract for two (2) additional one (1) year periods. The option of renewal shall only be exercised upon mutual written agreement by both parties and upon approval by the City Council. All terms and conditions and unit prices shall remain the same as the original agreement, unless mutually agreed upon in writing. The agreement contract shall be in the form of an Engagement Letter that will include, at minimum, the following provisions as required by Florida Statute 218.391(7):

(a) A provision specifying the services to be provided and the fees for such services.
(b) A provision requiring that the invoices for fees 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.

1.3 Procurement Schedule

The following table identifies the RFP process for this procurement:

TASK	DATE
RFP issued	July 19, 2022
Last day for questions to be submitted	August 9, 2022
Answers/Addendum final date	August 11, 2022
Due Date/Proposal Opening	August 18, 2022 2:00PM
Tentative Date – Audit Committee Evaluation	August 22, 2022 5:30PM
Tentative Date – In Person Presentations	August 30, 2022 5:30PM
Tentative Date – City Council Meeting	September 8, 2022 5:30PM
Tentative Date – Execution of Contract (EL)	September 19, 2022

2 Scope of Work

2.1 General

The City of Destin desires the Auditor to express an opinion on the fair presentation of its basic financial statements, combining and individual fund Financial Statements and schedules in conformity with

generally accepted account principles for the City of Destin, and statements for the Destin Community Redevelopment District (CRA). The Auditor is required to audit and prepare the supporting schedules contained in the Annual Comprehensive Financial Report (ACFR) as described in the "Blue Book" Government Accounting, Auditing, and Financial Reporting (GAAFR) based on auditing procedures applied during the audit of the general purpose Financial Statements.

The auditor shall be responsible for performing certain limited procedures involving the required Management's Discussion and Analysis (MD&A) and the required supplementary information required by the Government Accounting Standards Board as mandated by Government Accounting Standards.

The auditor shall express an opinion on the City's compliance with major federal programs as reporting on the Schedule of Federal Awards. An examination is required on a schedule of receipts and expenditures of funds related to the Deepwater Horizon Oil Spill. The auditors will examine the City's compliance with Florida Statute 218.45, Local Government Investment Policies. In accordance with the Rules of the General Auditor of Florida, Chapter 10.550 Local Government Entity Audits.

The auditor may be requested to assist with accounting and related issues which will require timely responses to inquiries.

2.2 Auditing Standards to be Followed

To meet the requirements of the solicitation, the audit shall be conducted in accordance with:

- Auditing standards generally accepted in the United States of America
- The standards applicable to financial audits contained in Government Auditing Standards
- The requirements of Sections 218.39 and 218.415 of the Florida Statues and Chapter 10.550 of the Rules of the Auditor General
- Provisions of the OMB Uniform Guidance 2.CFR 200, and the Florida Single Audit Act, Section 215.97, Florida Statutes
- Other applicable federal, state and local laws or regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future

2.3 Reports to be Issued

Following the completion of the audit of the fiscal year's consolidated financial statements and CRA financial statements, the Auditor shall issue:

- Independent Auditor's Report on the fair presentation of the financial statements in conformity with generally accepted accounting principals
- Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on Audit of Financial Statements Performed in accordance with Government Auditing Standards
- Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill
- Independent Auditor's Report on the Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill as required by Chapter 288.8018, Florida Statutes and Chapter 10.557(3)(f), Rules of the Auditor General
- Examination Report in accordance with AICPA Standards Section AT-C Section 315.20 providing a determination on the Local Government's compliance with State and Federal laws, rules, regulations, contracts or grant agreements governing the receipt and expenditure of funds

related to the Deepwater Horizon oil spill that were not audited as major programs/projects of Federal awards or State financial assistance as per Sections 10.556(10)e. and 10.557(3)c., Rules of the Auditor General

- Examination Report on Compliance with Section 163.387(6) and 163.387(7) Florida Statutes
- Attestation Report on Compliance with Section 218.415 Florida Statutes, Local Government Investment Policies
- Report on Compliance for Each Major Project on Internal Control over Compliance Required by Uniform Guidance
- Schedule of Expenditures of Federal Awards
- Schedule of Findings and Questioned Costs
- Schedule of Expenditures of State Financial Assistance and reports required as per Florida Statute 215.97 Florida Single Audit Act
- Management Letter Pursuant to the Rules of the Auditor General for the State of Florida.
- Non-reportable conditions discovered by the auditors shall be reported in the Management Letter required by Florida Statutes, which shall be referred to in the report on internal control structure and compliance reports as may be required to comply with Florida Statutes, Sections 215.97 Florida Single Audit Act and 218.39 Local Financial Management and Reporting Annual financial audit reports. Due no later than February 1 of each year.
- Report on Fraud and Illegal Acts. The Auditors shall issue an immediate written report to the City Manager and the City Council of all fraud and illegal acts or indications of illegal acts, of which they become aware.
- Prepare and complete the Annual Comprehensive Financial Report (ACFR), in conjunction with City staff, and submit a draft to the City no later than March 1 of each year.
- Prepare and complete the Annual Financial Statement Report for the Destin Community Redevelopment Agency (Auditor's Report, MD&A, Basic Financial Statements, Notes to Financial Statements, RSI, Other Supplementary Information, Compliance Section) no later than March 1 of each year. The Management Letter in the Compliance Section of the CRA financial statements must follow Sections 218.39(3)(c) and 218.32(1)(e)2-3 Florida Statutes and Section 10.554(1)(i)6, Rules of the Auditor General.

2.4 Special Considerations

The City of Destin will send its Annual Comprehensive Financial Report to the Government Finance Officers Association of the United States and Canada (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the City to meet the requirements of that program by providing technical advice to ensure awarding of certification.

The auditor will assist the City in complying with changes in reporting requirements to remain in conformity with accounting principles generally accepted in the United States of America and reporting changes mandated by the State of Florida.

The successful company selected will make a "good faith effort" to maintain a level of consistency in staff assigned to audits of Destin year over year.

2.5 Assistance to be Provided by the City

The Finance Department staff, and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City of Destin. Finance Department staff will provide all data as requested, but the audit firm is responsible to format the data to accommodate their required schedules and work papers.

The City will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided access to telephone lines, photocopying facilities, facsimile machines and internet for on-site audit staff. The auditors will provide their own laptop computers and necessary peripheral devices.

Any cost or charge incurred not associated with the engagement will be paid by the Auditor.

City staff will provide the trial balances and year-to-date actual versus budget reports for each individual fund to include the CRA funds.

Auditor shall create all individual, combining and entity-wide Financial Statements, and issue the Independent Auditor's Report.

City staff will provide the cover page, transmittal letter, management's discussion and analysis, statistical tables and will review and update the notes to the financial statements for the Annual Comprehensive Financial Report (ACFR).

The City contracts annually for a third party to complete the GASB 75 report on other post employment benefits (OPEB). This report will be shared for the auditors to incorporate into the notes to the financial statements and for data required in the Required Supplementary Information (other than MD&A) section of the ACFR.

The auditor will assemble the ACFR based upon information, schedules, notes and statistics the City provides. The auditors will also assemble the separate Community Redevelopment Agency financial report.

The auditor shall provide a color PDF file of the ACFR and the CRA financial report formatted to print double-sided. The PDF file shall be fully ADA compliant, and ready to publish on the City's website. The City shall be responsible for having copies printed and bound for distribution.

The auditor shall be responsible for presenting the ACFR to Council at a regularly scheduled City Council meeting by March 1st of each year. This meeting should be attended in person by the person signing the opinion letter.

2.6 Preferred Schedule for conducting Audits

The Auditor shall complete each of the each of the following no later than the dates indicated below:

1. Audit Plan. By October 15, the Auditor shall provide the City of Destin a list of all schedules to be prepared by the City.
2. Date Audit may Commence. The City of Destin will have all records ready for the audit and all management personnel available to meet with the firm's personnel by November 30th of each year.
3. Fieldwork. The Auditor shall complete all fieldwork by December 31st.

4. Draft Reports. The auditor shall have drafts of the audit report and recommendations to management available for review by February 10th.
5. Date Final Report is Due. The auditor will deliver the final signed opinion letter, management letter, and all final requested reports on or before March 20th of each year, after presentation and acceptance at one of the two regular Council meetings in March. A fully ADA compliant signed digital copy (PDF) of the final report should be e-mailed to the City Finance Director kstrickland@cityofdestin.com and to the City Clerk rbailey@cityofdestin.com.

2.7 Working Paper Retention & Access to Working Papers

All working papers and reports, to include digital copies of the same, must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the auditor's expense, unless the firm is notified in writing by the City of Destin of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Destin
- US General Accounting Office (GAO)
- Cognizant Agents and Agencies
- Auditors of entities of which the City of Destin is a sub-recipient of grant funds
- Parties designated by the federal or state governments or by the City of Destin as part of an audit quality review process

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are fulfilled, the auditors will be required to notify the City Finance Director of the request, as appropriate.

3 Background Information

The City of Destin is a gulf-side resort town with a year-round population of nearly 14,000 and a seasonal peak of 100,000. The City was incorporated in 1984. It is approximately 7.53 square miles, and is mostly built-out.

The City of Destin's government is composed of seven major departments: City Manager, Finance, Public Works, Community Development, Code Enforcement, Library, and Parks and Recreation. The City employs approximately 100 people. The majority of staff work in Parks and Recreation, operating a Community Center, an outdoor sports complex, and a number of beach and waterfront parks and beach access trails. The total budget for Fiscal Year 2022 is approximately $34 million including $14 million for the General Fund. Law enforcement is maintained through a contract with the County Sheriff's Office. The City maintains a defined contribution "Thrift" plan administered by Benjamin F. Edwards. The City does not have any enterprise funds. Utilities are provided by a coop and several for-profit providers.

The City of Destin uses the following fund types in its financial reporting:

Fund Type	Number of Funds
General Fund	1
Special Revenue Funds	6
Debt Service Funds	3
Capital Project Funds	3

The number of Funds may be increased or decreased depending on the City's requirements.

Interested respondents who wish to review prior year's Annual Comprehensive Financial Reports (ACFRs) and management letters will find this information located at the City's website at: https://www.cityofdestin.com/100/Finance-Department

The Finance Department consists of three full-time employees:

- Finance Director, Krystal Strickland, CPA, CGFO
- Senior Accountant, Rhonda Greene, MAFM
- Payroll and Payables Clerk, April Nickens

The successor Auditor may make reasonable inquiries and requests, including review of working papers, relating to matters of continuing accounting significance to the predecessor Auditor.

4 Qualifications & Requirements

To be eligible to respond to this solicitation, the proposing firm or principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Work section of this solicitation to at least one city similar in size and complexity to the City of Destin.

The proposer shall have been continuously engaged in the business of providing Audit Services to local governments for at least five (5) years.

4.1 Independence

The proposer should provide an affirmative statement that all key supervisory personnel assigned to the engagement are independent of the City of Destin, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. In addition, the proposer should have no conflict of interest with regard to any other work performed by the firm for the City of Destin.

4.2 License Requirements, CPE

The firm and assigned key professional staff must be properly registered and licensed to practice in the State of Florida. The firm must be Certified and Registered with the Florida Department of Professional Regulation, AICPA, and FICPA.

Provide all applicable licenses, including license name, license numbers and contact information for the Firm and for the assigned key professional staff. The City assumes a current CPA license for key staff is a valid proxy for proof of maintaining annual CPE requirements.

The minimum required Florida municipal experience for the firm and engagement and quality control partners is five (5) years. Additionally, all key supervisory personnel must have successfully completed the number of required hours of continuing professional education (CPE) for CPA's engaged in government auditing pursuant to F.S. 473.312 and government auditing standards (Yellow Book).

4.3 Quality Control & Peer Review

The proposing firm shall provide a copy of its most recent Report on the Firm's System of Quality Control.

4.4 Insurance Requirements

Certificates of Insurance reflecting evidence of required insurance shall be submitted to the City Clerk within thirty (30) calendar days after notification of award of the contract/agreement. Proposer's failure to provide the City the applicable Certificate of Insurance withing Thirty (30) days shall provide for basis for termination of the contract/agreement.

The Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less the A- in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Responder shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

- Workers Compensation
  Coverage A – To be in conformity with Florida Statutes
  Coverage B - $500,000/$500,000/$500,000

- Commercial General Liability
  Commercial General Liability must be on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, and must show City of Destin as an additional named insured with respect to these coverages.

Each Occurrence	
Bodily Injury/Property Damage	$1,000,000
Products/Completed Operations	$1,000,000
Annual Aggregate	
Bodily Injury/Property Damage	$2,000,000
Products/Completed Operations	$2,000,000
Fire Damage	
Medical Payments	
Contractual Liability where applicable	

- Commercial Automobile Liability
  Combined single limit for bodily injury and/or property damage $1,000,000

- Professional Liability or Errors & Omissions Coverage
  Insurance with a limit of liability no less than $500,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Engagement Letter.

The City reserves the right to modify its insurance requirements with 60 days' notice

5 Selection Process and Evaluation of Responses

Proposals will be opened by the City Clerk on August 18, 2022 at 2:00PM CDT in the City Hall Board Room located at 4200 Indian Bayou Trail, Destin, FL 32541. Proposals meeting the mandatory requirements will be shared with the Auditor Selection Committee members to be evaluated for technical qualifications. The Auditor Selection Committee members shall review and rank the qualifying proposals individually. Committee members will meet at a publicly advertised meeting to discuss and finalize their evaluations and to summarize their scores in a ranking matrix (Attachment 10). The Committee Chair will present their recommendations at the next available City Council meeting. Council will confirm direction to negotiate and execute a contract to engage a firm.

5.1 Mandatory Requirements

Proposers must provide documentation which demonstrates their ability to satisfy all of the mandatory requirements outlined in this section. Proposals that do not provide the below supporting documentation will not be evaluated and ranked for Council consideration.

1. Affirmative statement of independence and no conflict of interest with regard to any other work performed by the firm for the City
2. Copy of Firm's current license to practice in Florida
3. Copies of the current CPA licenses for key personnel overseeing the audit
4. Copy of the firm's most recent peer review report on quality control
5. Proof the firm and engagement partner has the minimum of five years Florida municipal experience
6. Proof of insurance

5.2 Evaluation Criteria

Criteria is listed by their relative order of importance:

EVALUATION CRITERIA	**POINTS**
Firm Qualifications and Experience	30
Management and Staff Experience	30
Methodology	20
Pricing	20
TOTAL	**100**

Each of the criteria is described further in Section 6 in order of the preferred topic outline of the proposal.

6 Proposal Outline and Requirements

The proposal must be submitted with one unbound signed original and six (6) complete bound copies. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP. Submissions should be on 8.5 x 11 paper and should not exceed 50 single-sided pages in length. Proposals should be submitted following the topic format outlined here in section 6.

6.1 Cover Page

The cover page of the proposal must include the Title "Proposal to Provide Financial Audit Services to the City of Destin, RFP 22-07-FIN". The cover page must include the Firm's name, address, telephone number, the name of the primary contact person, and the date of the proposal.

6.2 Table of Contents

Please include a table of contents with page numbers to clearly define location of the below major sections of the proposal.

6.3 Transmittal Letter

The signed letter of transmittal should briefly state the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the proposer believes itself to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) days. The signer must have the authority to bind the proposer to the submitted proposal.

6.4 Firm Qualifications and Experience (30 Points)

This section of the proposal should establish the ability of the proposing firm to satisfactorily perform the required work. Describe experience performing the work described in the Scope of Work (financial statement audits, internal controls, 2 CFR 200, schedules of federal expenditures, compilations of community redevelopment agency financial reports, and so forth). Describe competence in the services to be provided, strength and stability of the firm, staffing capability, work load, and record of meeting schedules on similar projects. List types of engagements and services provided for the various types of governmental entities. Describe participation in state CPA societies, GFOA and state Finance Officers Associations, and approaches to stay current with GASB statements, guidelines and best practices. This section should include a description of the firm's quality assurance practices.

6.5 Management Staff Experience (30 Points)

Describe the education, qualifications, and experience of key personnel, and their primary job duties if engaged. Provide experience of each person. Describe how the quality of staff and consistency will be assured over the term of the agreement.

6.6 Methodology (20 Points)

Describe the approach to completing the tasks specified in the Scope of Work. Set forth a work plan, including an explanation of the audit methodology to be followed. Include reference to sources of information, for example, the City's adopted budget document, council meeting minutes, and preferred access to financial and other management information systems. Include an implementation schedule

with a final report delivery date and key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

6.7 Price Proposal (20 points) and Other Attachments

Complete the one-page summary price proposal to be included as Attachment 1: Professional Auditing Services Price Proposal (20 Points). Points will be awarded based on the costs of services as compared to the other qualifying proposals received. The lowest priced qualifying proposal (5-year grand total) shall be awarded 20 points. The remaining proposals will be awarded a percentage of the 20 points, using the following formula:

$$\frac{\text{Lowest 5-year Proposed Amount}}{\text{Proposed 5-year Amount}} \times 20 \text{ points}$$

The firm fixed fee proposals should be listed separately for 1) ACFR Audit Services; 2) Community Redevelopment Agency Financial Report; 3) State and/or Federal Schedule of Financial Assistance; 4) Cost of other Services (identify).

List of Attachments for all proposals:

- Attachment 1: Professional Auditing Services Price Proposal
- Attachment 2: Confirmation of Receipt of Addenda
- Mandatory Attachment 3: Affirmative statement of independence and no conflict of interest
- Mandatory Attachment 4: Proof of Firm registration with Florida DPBR
- Mandatory Attachment 5: Copies of CPA licenses for all key professional staff
- Mandatory Attachment 6: Copy of most recent Peer Review of Quality Control
- Mandatory Attachment 7: Proof of Insurance
- Mandatory Attachment 8: Public Entity Crimes Statement
- Mandatory Attachment 9: Drug Free Workplace Certification

7 Additional Submittal Requirements

7.1 No Contact Clause (Cone of Silence)

All prospective respondents are hereby instructed NOT to contact any member of the City of Destin, City Council, City Manager, or City of Destin staff members other than the authorized city contact person identified in this Solicitation regarding the solicitation package, the Respondent's submittal package, the City's Intent to Award, or City's Intent to Reject, at any time prior to the formal award for this project. Any such contact may be cause for rejection of your submittal. Any questions relative to any item or portion of this solicitation should be directed to the City' Clerk's Office 850-837-4242 during office hours Monday – Friday 8:00 A.M. to 5:00 P.M. CDT. Or e-mail clerk@cityofdestin.com.

Mailing and Hand-Delivered Address:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

7.2 Inquiries and Addenda

All potential respondents are encouraged to request a copy of the full Request for Proposals from the City Clerk. The City Clerk will record contact information for your organization in the event addenda are issued.

All questions regarding this RFP should be directed to:

Rey Bailey
City Clerk
rbailey@cityofdestin.com
850-837-4242

All questions will be compiled by the Clerk and a response in the form of an addendum will be distributed to all interested parties registered with the City Clerk. See the timing for questions and answers in "Section 1.3 Procurement Schedule".

7.3 Reservation of Rights

The City reserves the right to reject any and all proposals, to waive minor defects in the process, and to accept the proposal deemed by the City to be in the City's best interest. All issues addressed in the Request for Proposals (RFP) will be given consideration in determining the successful proposer.

The City may make a determination that it is in the City's best interest to conduct additional discussions or changes in the requirements and request another submission, or an in-person presentation, of best and final offers from those proposers deemed qualified for any short list.

7.4 Public Records

The City of Destin is a public agency subject to Chapter 119, Florida Statutes. The Contractor will be required to comply with Florida's Public Records Law. Any resulting contract shall incorporate the following Public Records Provisions as required by Section 119.0701, Florida Statutes.

The Contractor shall:

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

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a default and Breach of this Agreement.

8 Attachments

Attachment#1

CITY OF DESTIN RFP 22-07-FIN
PROFESSIONAL AUDITING SERVICES PRICE PROPOSAL

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: ( ) _____ Fax: ( ) _____

Date of Proposal: _____

FIRM FIXED FEES PROPOSALS:

I. Fiscal Year 2022 Audit Services: $_____

II. State and/or Federal Financial Assistance Audit: $_____

III. Identify Cost of Other Services, if any: $_____

_____ $_____

IV. In consideration of subsequent year(s) renewals, provide a Firm Fixed Fee for subsequent year Audits:

FY2023 $_____ FY2024 $_____ FY2025 $_____ FY2026 $_____

In accordance with your request for proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (We), the undersigned, hereby agree is this proposal is accepted, to contract with the City of Destin, Florida to furnish any service requested herein and deliver the same to the City of Destin at the specified location.

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

Name & Title of Authorized Representative: (Printed)_____

(Signature)_____

Attachment#2

CITY OF DESTIN RFP 22-07-FIN
ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated

Failure to submit acknowledgement of any addendum that affects the submittal is considered an irregularity and may be cause for rejection of the proposal.

Name of Business:

By:

(Signature)

Name & Title

Mandatory Attachment#3

CITY OF DESTIN RFP 22-07-FIN
AFFIRMATIVE STATEMENT OF INDEPENDENCE
AND NO CONFLICT OF INTEREST

The ___[insert firm name here]_____is independent of the City of Destin as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards. Accordingly, no relationship exists between the ____[insert firm name here}_____ and the City or any of its employees, Board members or with any person or agency that constitutes a conflict of interest with respect to the City.

In addition, the staff of _[insert firm name here]_____have not conducted other services for the City, nor has it made any management decisions, and accordingly, will not be auditing work or decisions made by the Firm's employees, nor are there other ways to compromise our independence as defined by the AICPA.

[Signature]

_____

Name & Title of Authorized Representative (Printed)

_____

Date

Mandatory Attachment #4

CITY OF DESTIN RFP 22-07-FIN
PROOF OF FIRM REGISTRATION WITH FLORIDA DBPR

Mandatory Attachment #5

CITY OF DESTIN RFP 22-07-FIN
CPA LICENSES FOR ALL KEY PROFESSIONAL STAFF

Mandatory Attachment #6

CITY OF DESTIN RFP 22-07-FIN
PEER REVIEW OF QUALITY CONTROL

Mandatory Attachment #7

CITY OF DESTIN RFP 22-07-FIN
PROOF OF INSURANCE

Mandatory Attachment #8

CITY OF DESTIN RFP 22-07-FIN
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFP-22-07-FIN _____

2. This sworn statement is submitted BY _____ whose business address is _____ _____
and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is _____ and my relationship to the entity named above is _____

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

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

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

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

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

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

shareholders, employees, members, and agents who are active n management of an entity.

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

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____day of_____, 2022, and is personally known to me, or has provided_____as identification.

_____
Notary Public

My Commission expires:

Mandatory Attachment #9

CITY OF DESTIN RFP 22-07-FIN
DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE:_____

TELEPHONE NUMBER:_____

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

Attachment #10

EVALUATION COMMITTEE RANKING MATRIX

City of Destin

RFP# 22-07-FIN

SCORE TABULATION SHEET

Bid Committee Member _____

Date _____

RESPONDENTS	Firm#1	Firm#2	Firm#3	Firm#4
Submittal Requirements Received:				
Coversheet (y/n)				
Table of Contents (y/n)				
Transmittal Letter (y/n)				
Firm Qualifications and Experience (y/n)				
Management Staff Experience (y/n)				
Methodology (y/n)				
Attachment#1: Price Proposal (y/n)				
Attachment#2: Addenda Confirm (y/n)				
*Attachment#3: Independence Statement (y/n)				
*Attachment#4: Firm Registration with Florida DPPR (y/n)				
*Attachment#5: CPA licenses for Key Staff (y/n)				
*Attachment#6: Peer Review of Quality Control (y/n)				
*Attachment#7: Proof of Insurance (y/n)				
*Attachment#8: Public Entity Crimes Statement (y/n)				
*Attachment#9: Drug Free Workplace Certification Form (y/n)				
Firm Qualifications and Experience (Max 30 points)				
Management and Staff Experience (Max 30 points)				
Methodology (Max 20 points)				
Pricing (Max 20 points)				
Total Score (Max 100 Pts)				

Attachments marked with " * " are mandatory and must be included with the proposal. Failure to include these mandatory attachments may result in a determination that the proposal is incomplete and could result in the proposal's exclusion from the evaluation and ranking process.

	NOTES			
Firm Qualifications and Experience (Max 30 points) Work experience described shows five or more years of audits of cities of similar size (75-125 employees; Annual Budget of $35 million). Work experience suggests compentence in items listed in the Scope of Work (financial statement audits, internal controls, schedules of federal/state expenditures, compilations of Florida CRA financial reports, Deep Horizon reports, reports required by Auditor General of Florida). The firm appears stable with adequate capable staff. Firm has a positive record of meeting schedules on similar projects. Firm participates in state CPA societies, GFOA and state Finance Officers Associations. Firm stays current with GASB statements, guidelines and best practices. This section should include a description of the firm's quality assurance practices.				
Management and Staff Experience (Max 30 points) Key staff have the required education and qualifications (current CPA license). Key personnel have a minimum of five years experience auditing local governments of similar size. Key personnel have experience issuing reports required by the Auditor General of Florida. Quality of staff and consistency will be assured over the term of the agreement.				
Methodology (Max 20 points) Approach to completing the tasks specified in the Scope of Work appears reasonable and adequate. Work plan includes an explanation of the audit methodology to be followed. Sources of information described include publications readily accessible by the public. The implementation schedule with a final report delivery date and key project milestones and timelines for deliverables appears reasonable. Assumptions used in developing the schedule are identified.				
Pricing (Max 20 points) Lowest 5-year Proposed Amount ---------- x 20 points This proposal's 5-year Proposed Amount				

1st ADDENDUM TO: RFP 22-07-FIN: Financial Auditing Services

City of Destin, Florida

The City of Destin, Florida (the "City") has received questions regarding its RFP for financial auditing services published on July 19, 2022 (the "RFP"). Questions may have been consolidated, separated, or paraphrased for clarity. The City's responses are below.

Q1: Please confirm Section 7, Price Proposal and Other Attachments (1-9) are not included in the 50 pages maximum allowed for the proposal.

A1: Yes, the City confirms the Attachments 1-9, which include the Price Proposal, are not included in the 50 pages maximum allowed for the proposal.

Q2: How long has your current audit firm provided audit services to the City of Destin?

A2: Our Current audit firm, EFPR Group, LLC, started in 2016 by auditing the FY 2016 financial statements.

Q3: How many journal entries were proposed by the auditor in each of the previous two (2) years?

A3: At FYE 2020, there were 3 reclassing journal entries and 7 adjusting journal entries. At FYE 2021, we had 4 reclassing journal entries and 2 adjusting journal entries. All FY 2020 and FY2021 entries are attached as Exhibit B. The current finance team started working for the City in the last quarter of FY 2020.

Q4: How much assistance do you usually need in implementing new accounting standards and has the entity completed its implementation of GASB 87 and GASB 96?

A4: The Finance Director stays as current as possible through CPE with the FGFOA and GFOA (to maintain CPA and CGFO certifications), but sometimes reaches out to the contracted firm for additional practical guidance on new accounting standards. While we believe we have properly implemented GASB 87 as a lessee, this has not been confirmed/reviewed by our auditors. GASB96 has not yet been implemented.

Q5: Do you expect to be charged for additional non-audit services such as assistance with implementing new GASB pronouncements or does the City consider those services to be included within the proposed fee?

A5: The City expects assistance implementing new GASB pronouncements to be included within the proposed fee. Usually the assistance is in the form of a short discussion or review of client-provided workpapers.

Q6: Are the majority of the City's records electronic or in paper copy only?

A6: The majority of records are in electronic form, however, month-end Journal Entry support documentation are in paper form. A new position is proposed in the FY23 budget to scan the support documentation and attach it in MUNIS to complete digitization of all accounting records.

Q7: **Would the City be open to a portion of the audit being performed on-site and a portion performed remotely?**

A7: Yes, the current audit firm performs a portion of the audit on-site and a portion remotely.

Q8: **Please detail the total amount of audit and non-audit services paid to the incumbent auditor in each the previous three years.**

A8: Details for the services paid for the previous three years:

FY 2019	Audit Financial Statements (pre-digital era; no details)	$24,500.00
FY 2020	Audit Financial Statements	$23,000.00
	State & Federal Assistance Audits	4,000.00
	CRA Audited Financial Report and Examination of Compliance with FS 163.387 (6) and (7)	2,000.00
		$29,000.00
FY 2021	Audit Financial Statements	$23,500.00
	State & Federal Assistance Audits	4,000.00
	CRA Audited Financial Report and Examination of Compliance with FS 163.387 (6) and (7)	2,000.00
		$29,500.00

Q9: **In subsequent years would the City be willing to allow the auditors to perform interim testing during the summer?**

A9: Yes, interim testing can be accommodated during the summer.

Q10: **Preparation of the ACFR is considered a significant threat to independence by Generally Accepted Government Auditing Standards. Who will oversee this non-attest service and take responsibility for the non-attest service? Please detail the applicable persons experience, educational background, and position within the organization.**

A10: All sections of the City of Destin ACFR are written and/or overseen by the Finance Director with support from the City Manager, Deputy City Manager, and HR Director, using the GFOA ACFR Award criteria guidelines. The Finance Director has been a member of the FGFOA and GFOA for nearly 10 years and has been a primary responsible for writing ACFRs for governmental entities in Florida for approximately 10 years. The Finance Director is a Florida licensed CPA and maintains credentials as a Certified Governmental Finance Officer with the FGFOA. The City does request the Auditors take the audited and unaudited data from the main ACFR as the source to compile the CRA Financial Statement Report.

Q11: What was the typical audit engagement timeline and duration for the prior engagement, specifically for interim fieldwork and final fieldwork subsequent to fiscal year end?

A11: The past two years, no interim fieldwork was completed onsite. Confirmation letters drafted by auditors have been updated/reviewed/mailed in October/early November. A Trial Balance has been sent to the auditors by December 5th, and fieldwork onsite was accomplished in December. Draft financial statements prepared by the auditors were reviewed by staff to complete the MD&A and letter of transmittal in January, and a draft ACFR routed in February for final reviews, before presentation to Council for final acceptance in early March.

Q12: Does the City or auditor prepare the Annual Comprehensive Financial Report?

A12: The City prepares the City ACFR. The City requests that the auditors use the data in the City ACFR to prepare the CRA Financial Report.

Q13: Do you anticipate meeting the requirements for a Federal or State single audit in 2022?

A13: There is potential the City might require a Federal single audit for 2022 (assumption based upon encumbrances to date, not expenditures to date). We are more confident we will meet the threshold requiring a Federal single audit for 2023.

Q14: Are there any significant changes in the City's operations anticipated for 2022 – 2024?

A14: The City is pondering outsourcing City payroll in FY 2023.

Q15: What ERP software system does the City currently use.

A15: The City uses MUNIS and has ENERGOV integrated to account for permits and licenses. The City also uses CivicRec for culture and recreation services, which is summarized into one daily journal entry with support documentation, entered into MUNIS on a daily basis.

EXHIBIT A
CONFIRMATION OF RECEIPT OF ADDENDUM#1

This addendum forms a part of the Contract Documents and modifies the original specifications for this project. Acknowledge receipt of this addendum shall be required in the cover letter. Failure to do so may subject the Proposer to disqualification. The following items shall become a part of the proposal for the above referenced project.

Addendum 1 addresses fifteen (15) questions submitted by various proposers.

Opening Date Unchanged: August 18, 2022 2:00 PM CDT

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

Receipt of Addendum #1 is hereby acknowledged:

_____
Print Name

_____
Signature

_____
Date

EXHIBIT B

FY 2020 and FY 2021 Audit Journal Entries and Reclassifying Journal Entries

City of Destin
Year End: September 30, 2020
Adjusting journal entries
Date: 10/1/2019 To 9/30/2020

AJE

Prepared by	Reviewed by	Mgmr/Director
MP1037 1/4/2021		TES844 1/4/2021
Partner Rev	**EQCR**	
JMK837 2/23/2021		

Number	Date	Name	Account No	Reference	Debit	Credit	Recurrence	Misstatement
AJE01	9/30/2020	FUND BALANCE-UNASSIGNED	01 -284000- A	11. 1	800.20			
AJE01	9/30/2020	TRAINING	01 -51-512-15-00-555000- A	11. 1		800.20		
		To roll equity from prior year audited financial statements						
CAJE01	9/30/2020	DEPOSITORY 9988	01 -101105- A	CF.9B	40,737.14			
CAJE01	9/30/2020	SOLID WASTE FRANCHISE	01 -30-000-00-00-323700- A	CF.9B		9,421.53		
CAJE01	9/30/2020	ALCOHOL AND BEVERAGE TAX	01 -30-000-00-00-335150- A	CF.9B		40,737.14		
CAJE01	9/30/2020	WRITE OFF TO BAD DEBT	01 -51-513-20-00-549086- A	CF.9B	9,421.53			
		Client adjustment to record AR to match confirmation						
CAJE02	9/30/2020	Accrued Vacation Payable	951-210000 W			226,008.34		
CAJE02	9/30/2020	Accrued Comp Time Payable	951-210100 W			26,738.11		
CAJE02	9/30/2020	Regular Salaries-Gen Govmt	951-512051 W		86,353.74			
CAJE02	9/30/2020	Regular Salaries-Gen Govmt	951-512051 W		10,574.88			
CAJE02	9/30/2020	Regular Salaries-Public Safety	951-512052 W		45,997.00			
CAJE02	9/30/2020	Regular Salaries-Public Safety	951-512052 W		4,153.67			
CAJE02	9/30/2020	Regular Salaries-Transport	951-512054 W		34,884.67			
CAJE02	9/30/2020	Regular Salaries-Transport	951-512054 W		2,559.77			
CAJE02	9/30/2020	Regular Salaries-Parks&Rec	951-512057 W		58,772.93			
CAJE02	9/30/2020	Regular Salaries-Parks&Rec	951-512057 W		9,449.79			
CAJE02	9/30/2020	ACCRUED VACATION LEAVE PAYABLE	01 -210000- A		226,008.34			
CAJE02	9/30/2020	ACCRUED WAGES PAYABLE-COMP	01 -210100- A		26,738.11			
CAJE02	9/30/2020	REGULAR SALARIES	01 -51-512-12-00-512000- A			96,928.62		
CAJE02	9/30/2020	REGULAR SALARIES	01 -54-541-60-00-512000- A			37,444.44		
CAJE02	9/30/2020	REGULAR SALARIES	01 -57-571-80-00-512000- A			68,222.72		
CAJE02	9/30/2020	REGULAR SALARIES	01 -52-524-41-00-5120-00- A			50,150.67		
		Client adjustment to move long-term compensated absences out of the general fund and into long-term debt						
CAJE03	9/30/2020	LAND	901 -161900- K		2,077,392.00			
CAJE03	9/30/2020	INVESTMENT IN GEN.FIXED ASSETS	901 -280000- K			2,077,392.00		
		Client adjustment to add donated land						
CAJE04	9/30/2020	Cash with Raymond James	700 -101100 A		1,339,915.93			
CAJE04	9/30/2020	EMERGENCY OPERATING ACCT	700 -151500- A			7,182.06		
CAJE04	9/30/2020	DEBT SERVICE ACCT	700 -151501- A			4,588.88		
CAJE04	9/30/2020	EMERGENCY MAINTENANCE ACCT	700 -151502- A			12,506.21		
CAJE04	9/30/2020	ALTERNATE INVSTMNT ACCT	700 -151503- A			96,786.53		
CAJE04	9/30/2020	CD'S ACCT SUMMARY	700 -151504- A			1,221,111.32		
CAJE04	9/30/2020	GAIN/LOSS ON SALE OF INVSTMNTS	700 -30-000-00-00-361400- A		2,259.07			
		Client entry for investments						
CAJE05	9/30/2020	OPEB Liability	951-237000 W			177,044.00		
CAJE05	9/30/2020	Life/Health Insurance	951-523000 W		177,044.00			
		Client adjustment to add OPEB liability to the LTD TB						
CAJE06	9/30/2020	FUND BALANCE -COMMITTED	01 -282000- A			8,411,204.50		
CAJE06	9/30/2020	FUND BALANCE-RESTRICTED	01 -281000- A		1,107,503.78			
CAJE06	9/30/2020	FUND BALANCE-UNASSIGNED	01 -284000- A			1,107,503.78		
CAJE06	9/30/2020	FUND BALANCE-UNASSIGNED	01 -284000- A		8,411,204.50			
		Client adjustment to update fund balances						
					13,671,771.05	**13,671,771.05**		

City of Destin
Year End: September 30, 2020
Adjusting journal entries
Date: 10/1/2019 To 9/30/2020

AJE-1

Prepared by	Reviewed by	Mgmr/Director
MP1037 1/4/2021		TES844 1/4/2021
Partner Rev	**EQCR**	
JMK837 2/23/2021		

Number	Date	Name	Account No	Reference	Debit	Credit	Recurrence	Misstatement
		Net Income (Loss)	2,169,206.26					

City of Destin
Year End: September 30, 2020
Adjusting journal entries
Date: 10/1/2019 To 9/30/2020

RJE

Prepared by	Reviewed by	Mgmr/Director
MP1037 1/4/2021		TES844 1/4/2021
Partner Rev	**EQCR**	
JMK837 2/23/2021		

Number	Date	Name	Account No	Reference	Debit	Credit	Recurrence	Misstatement
RJE01	9/30/2020	DUE FROM INV FUND	01 -131700- A	3. 1		10,524,643.83		
RJE01	9/30/2020	DUE TO GENERAL FUND	700 -207001- A	3. 1	10,524,643.83			
RJE01	9/30/2020	TXFR OKA 1/2 PENNY	01 -58-581-88-00-581321- A	3. 1		2,789,191.99		
RJE01	9/30/2020	TXFR OKA 1/2 PENNY	305 -30-000-00-00-381321- A	3. 1	2,789,191.99			
		To eliminate due to/from the same fune						
RJE02	9/30/2020	LEASE PROCEEDS	01 -30-000-00-00-383200- A	10. 2		63.31		
RJE02	9/30/2020	MACHINERY & EQUIP/PRINTERS	01 -51-519-32-00-564000- A	10. 2	63.31			
		To match lease revenue to lease schedule						
RJE03	9/30/2020	LIBRARY BOOKS, MATERIALS	01 -57-571-80-00-566000- A		599.70			
RJE03	9/30/2020	OPERATING SUPPLIES	01 -57-575-87-00-552000- A			599.70		
		To match client FS						
					13,314,498.83	**13,314,498.83**		

Net Income (Loss) **2,169,206.26**

City of Destin
Year End: September 30, 2021
Adjusting journal entries
Date: 10/1/2020 To 9/30/2021

AJE

Prepared by	Reviewed by	Mgmr/Director
MP1037 12/9/2021		
Partner Rev	**Engage Partner**	
TES844 1/5/2022	DZ801 2/24/2022	

Number	Date	Name	Account No	Reference	Debit	Credit	Recurrence	Misstatement
AJE01	9/30/2021	FUND BALANCE-UNASSIGNED	01 -284000- A			6,103,202.96		
AJE01	9/30/2021	FUND BALANCE - UNRESERVED	125 -271000- TF		148,498.96			
AJE01	9/30/2021	FUND BALANCE - UNRESERVED	129 -271000- OHP		2,093,842.16			
AJE01	9/30/2021	FUND BALANCE - UNRESERVED	300 -271000- H2		3,861,768.99			
AJE01	9/30/2021	OPERATING SUPPLIES	01 -51-513-22-00-552000- A			907.15		
AJE01	9/30/2021	TXFR NPEB	01 -58-581-88-00-581502- A		6,104,110.11			
AJE01	9/30/2021	TXFR IN TO 125 TECH FUND	125 -30-000-00-00-381125- TF			148,498.96		
AJE01	9/30/2021	TXFR TO 129	129 -30-000-00-00-381129- OHP			2,093,842.16		
AJE01	9/30/2021	TXFR LIBRARY IMPACT FEES	315 -30-000-00-00-381504- H2			3,861,768.99		
		To move tranfered equity to new funds through transfers. Also to fix small rolling issue						
AJE02	9/30/2021	Life/Health Insurance	951-523000 W		10,828.00			
AJE02	9/30/2021	OPEB LIABILITY	951 -237000- W			10,828.00		
		To record change in OPEB liability						
					12,219,048.22	**12,219,048.22**		

Net Income (Loss) **1,429,745.69**

City of Destin
Year End: September 30, 2021
Adjusting journal entries
Date: 10/1/2020 To 9/30/2021

RJE

Prepared by	Reviewed by	Mgmr/Director
MP1037 12/9/2021		
Partner Rev	**Engage Partner**	
TES844 1/5/2022	DZ801 2/24/2022	

Number	Date	Name	Account No	Reference	Debit	Credit	Recurrence	Misstatement
RJE01	9/30/2021	DUE FROM 700 INV FUND	01 -131700- A	3. 1		15,757,028.84		
RJE01	9/30/2021	DUE TO GENERAL FUND	700 -207001- A	3. 1	15,757,028.84			
		To eliminate due to same fund						
RJE02	9/30/2021	CAP LEASES - EQUIPMENT	01 -51-517-64-00-571000- A	10. 2	5,912.00			
RJE02	9/30/2021	EQUIPCAP LEASE/BACKHOE/JETTER	01 -51-517-64-00-572000- A	10. 2	1,588.00			
RJE02	9/30/2021	RENTS AND LEASES	01 -57-572-84-00-544000- A	10. 2		7,500.00		
		To match capital leases to lease schedule						
RJE03	9/30/2021	FUND BALANCE - UNRESERVED	01 -271000- A		113,016.84			
RJE03	9/30/2021	FUND BALANCE-NONSPENDABLE	01 -280000- A			113,016.84		
		To match nonspendable fund balance to prepaids plus advances to other funds						
RJE04	9/30/2021	FUND BALANCE - UNRESERVED	302-2710-00 H2			2,926,138.26		
RJE04	9/30/2021	BUD FB RESERVE FOR ENCUMBRANCE	310-2490-00 H2			1,045,289.65		
RJE04	9/30/2021	FUND BALANCE-COMMITTED	351-282-000 H2		3,971,427.91			
RJE04	9/30/2021	FUND BALANCE-COMMITTED	01 -282000- A			1,673,528.50		
RJE04	9/30/2021	FUND BALANCE-UNASSIGNED	01 -284000- A		1,673,528.50			
		Client entry to move fund balance classifications						
					21,522,502.09	**21,522,502.09**		

Net Income (Loss) **1,429,745.69**

ITEM # 2022-5511

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

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

FROM: Karen Jankowski, HR Manager

DATE: July 9, 2022

SUBJECT: Property & Casualty Insurance Renewals FY23

I. BACKGROUND: The City has been working with Public Risk Insurance Agency since 1996 as a strategic partner in the administration of our Property & Casualty insurance policies. Insurance policies for Property, Automobile (A/L), General Liability (G/L), Public Officials Liability and Employment Practices Liability (POL/EPL) expire on October 1, 2022 at 12:01 a.m. This item is being brought to Council at this time due to the timing of the renewal from the insurance agency and the extensive overview of properties and coverages for FY23.

II. DISCUSSION: A summary of changes in insurance lines for FY23 are as follows:

A. Property –
Premiums: $126,286 Increase: $16,481

B. Inland Marine –
Premiums: $5,669 Increase: $1,126

C. General Liability –
Premiums: $98,375 Increase: $3,660
- increased payroll numbers (projected merit & cola)

D. Automobile –
Premiums: $32,453 Increase: $689

E. Public Officials & Employment Practices Liability –
Premiums: $50,616 Increase: $7,283

F. Crime-
Premiums: $1,356 Increase: $356

G. Workers Compensation –

Premiums: $138,997 Increase: $55,342
- increased payroll and high claims usage

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

B. Effect on Budget (EOB): The total for FY 2023 is $315,605 for Property, Inland Marine, Crime, General Liability, Automobile, and Public Officials insurance from PRIA. The total for FY 2023 for Workers Compensation insurance from FMIT is $138,997. All increases have been incorporated into the FY23 tentative budget.

ORG	OBJ	DESCRIPTION	FY 2023 TENTATIVE BUDGET
0151321	545000	RISK MANAGEMENT INSURANCE	$ 24,339.00
0151531	545000	RISK MANAGEMENT INSURANCE	8,473.00
0152140	545000	RISK MANAGEMENT INSURANCE	9,589.00
0152442	545000	RISK MANAGEMENT INSURANCE	22,074.00
0153800	545000	RISK MANAGEMENT INSURANCE	3,790.00
0153950	545000	RISK MANAGEMENT INSURANCE	567.00
0154160	545000	RISK MANAGEMENT INSURANCE	37,132.00
0156272	545000	RISK MANAGEMENT INSURANCE	1,612.00
0157180	545000	RISK MANAGEMENT INSURANCE	47,037.00
0157233	545000	RISK MANAGEMENT INSURANCE	2,445.00
0157283	545000	RISK MANAGEMENT INSURANCE	36,749.00
0157284	545000	RISK MANAGEMENT INSURANCE	32,292.00
0157291	545000	RISK MANAGEMENT INSURANCE	37,385.00
0157587	545000	RISK MANAGEMENT INSURANCE	45,152.00
11152441	545000	RISK MANAGEMENT INSURANCE	14,229.00
		FY 2023 Tentative Budget	**$ 322,865.00**
		PRIA Property, Inland Marine, Crime, Gen Liab, Automobile, Public Officials Quote:	**$ 315,605.00**
		FY 2023 Remaining Insurance Budget	**$ 7,260.00**

ORG	OBJ	DESCRIPTION	FY 2023 TENTATIVE BUDGET
0151212	524000	WORKER'S COMPENSATION	$ 12,089.00
0151215	524000	WORKER'S COMPENSATION	5,098.00
0151320	524000	WORKER'S COMPENSATION	5,151.00
0151321	524000	WORKER'S COMPENSATION	2,995.00
0151324	524000	WORKER'S COMPENSATION	2,093.00
0151531	524000	WORKER'S COMPENSATION	12,320.00
0151932	524000	WORKER'S COMPENSATION	7,016.00
0152442	524000	WORKER'S COMPENSATION	10,064.00
0152543	524000	WORKER'S COMPENSATION	542.00
0153800	524000	WORKER'S COMPENSATION	2,579.00
0154160	524000	WORKER'S COMPENSATION	14,754.00
0154161	524000	WORKER'S COMPENSATION	3,869.00
0157180	524000	WORKER'S COMPENSATION	9,593.00
0157233	524000	WORKER'S COMPENSATION	1,414.00
0157283	524000	WORKER'S COMPENSATION	11,527.00
0157284	524000	WORKER'S COMPENSATION	7,426.00
0157291	524000	WORKER'S COMPENSATION	5,225.00
0157587	524000	WORKER'S COMPENSATION	8,966.00
10255231	524000	WORKERS COMP	286.00
11055235	524000	WORKERS COMP	286.00
11152441	524000	WORKER'S COMPENSATION	15,869.00
		FY 2023 Tentative Budget	$139,162.00
		FMIT Workers Comp Insurance Quote	**$138,997.00**
		FY 2023 Remaining Insurance Budget	**$ 165.00**

Property premiums are billed to the program that uses the particular property. Inland Marine and General Liability premiums are allocated to programs using the property premiums as the allocation basis. Vehicle insurance is charged to the program that uses the vehicles. Public Officials, Crime, and Workers Comp insurance is allocated to the programs using number of direct staff as the allocation basis.

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

D. Legislative Sponsor:

III. CONCLUSION: The premium total for Property and Liability insurance is up a total of $29,845 which represents a 10.44% increase.
Workers Compensation premium is up a total of $55,342.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to engage Florida Municipal Insurance Trust to bind Workers Compensation Insurance and to engage Public Risk Insurance Agency to bind all other lines of Property and Casualty coverage for

Fiscal Year 2023.

Attachments:

1. Destin Premium comparison 8-19 to insd - Final
2. 0144 City of Destin RENEWAL

Covered Party:	City of Destin
Effective Date:	10/1/2022

Brown & Brown

Final Coverage & Premium Comparison

	2021/2022			2022/2023			Changes in Exposures	
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**2021/2022**	**2022/2023**
Property:								
Preferred								
Blanket Buildings & Contents	$ 17,466,857	$ 5,000	$ 96,341	$ 17,466,857	$ 5,000	$ 110,533	Property	
Boardwalk	$ 2,456,700	$ 5,000	$ 13,464	$ 2,456,700	$ 5,000	$ 15,753	$ 19,923,557	$ 19,923,557
Equipment Breakdown	$ 19,923,557	$ 5,000		$ 19,923,557	$ 5,000		Exposure	$ -
Excess Flood	$ 2,000,000	$ 5,000		$ 2,000,000	$ 5,000		Difference	0.00%
Earth Movement	$ 2,000,000	$ 5,000		$ 2,000,000	$ 5,000			
Named Windstorm	$ 19,923,557	3% per occ/min $20,000		$ 19,923,557	3% per occ/min $20,000		Premium	$ 16,481
Additional Expense	$ 1,000,000	$ 5,000		$ 1,000,000	$ 5,000		Difference	15.01%
Business Income	$ 500,000	$ 5,000		$ 500,000	$ 5,000			
Errors & Omissions	$ 250,000	$ 5,000		$ 250,000	$ 5,000			
misc Unnamed Locations	$ 150,000	$ 5,000		$ 150,000	$ 5,000			
Demolition & Increased Cost of Construction	$ 500,000	$ 5,000		$ 500,000	$ 5,000	$		
Inland Marine:			$ 4,543			$ 5,669		
Unscheduled Blanket Inland Marine	$ 945,921	$ 2,500		$ 945,921	$ 2,500		Inland Marine	
Communications Equipment	Included in blanket limit	$ 2,500		Included in blanket limit	$ 2,500		$1,432,834	$1,554,254
Mobile Equipment	$ 416,744	$ 2,500		$ 538,164	$ 2,500			
Electronic Data Processing	Included in blanket limit	$ 2,500		Included in blanket limit	$ 2,500		Exposure	$ 121,420
Emergency Services Portable Equip	Included in blanket limit	$ 2,500		Included in blanket limit	$ 2,500		Difference	8.47%
Fine Arts	$ 30,450	$ 2,500		$ 30,450	$ 2,500			
Other Inland Marine	Included in blanket limit	$ 2,500		Included in blanket limit	$ 2,500		Premium	$ 1,126
Rented Borrowed Leased Equipment	$ 33,237	$ 2,500		$ 33,237	$ 2,500		Difference	24.79%
Valuable Papers	Included in blanket limit	$ 2,500		Included in blanket limit	$ 2,500			
Watercraft	$ 6,482	$ 2,500		$ 6,482	$ 2,500			
		Sub-Total	**$ 114,348**		**Sub-Total**	**$ 131,955**		
Crime:								
Preferred								
Employee Dishonesty	$ 100,000	$ 1,000	$ 1,000	$ 250,000	$ 1,000	$ 1,356		
Theft, Disappearance & Destruction In/Out	$ 10,000	$ 1,000		$ 10,000	$ 1,000			
Funds Transfer	uded in Computer Fraud	$ 1,000		Included in Computer Fraud	$ 1,000			
Computer Fraud	$ 25,000	$ 1,000		$ 25,000	$ 1,000			
Forgery/Alterations	$ 10,000	$ 1,000		$ 10,000	$ 1,000		Premium	$ 356
		Sub-Total	**$ 1,000**		**Sub-Total**	**$ 1,356**	Difference	35.60%
General Liability:							**Payroll**	
Preferred							$5,484,800	$5,964,127
General Liability	$ 3,000,000	$ -	$ 94,715	$ 1,000,000	$ 5,000	$ 98,375		
Employee Benefits	$ 3,000,000			$ 1,000,000	$ 5,000			
Deadly Weapon Protection	$ 1,000,000		Included	$ 1,000,000		Included	Premium	$ 3,660
		Sub-Total	$ 94,715		**Sub-Total**	**$ 98,375**	Difference	3.86%

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

	2021/2022			2022/2023			Changes in Exposures	
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**2021/2022**	**2022/2023**
Automobile:							**Vehicles**	
Preferred							41 V / 12 T	42 V / 13 T
Auto Liability	$ 3,000,000	$ -	$ 20,186	$ 1,000,000	$ -	$ 18,810	**TIV**	
Uninsured Motorist	$ 30,000			$ 30,000		Included	$1,378,290	$1,417,580
Comprehensive/Collision	symbol 2	$ 2,500	$ 11,578	symbol 2	$ 2,500	$ 13,643	Exposure	$39,290
Hired Physical Damage	$ 35,000			$ 35,000			Difference	2.85%
Medical Payments	$ 5,000			$ 5,000			Premium	$ 689
		Sub-Total	**$ 31,764**		**Sub-Total**	**$ 32,453**	Difference	2.17%
Public Officials:							**Payroll**	
Preferred							$5,484,800	$5,964,127
Public Officials Liability	$ 1,000,000	$ 10,000	$ 41,708	$ 1,000,000	$ 10,000	$ 48,419	Exposure	$ 479,327
Employment Practices Liability	$ 1,000,000	$ 10,000		$ 1,000,000	$ 10,000		Difference	8.74%
Cyber Liability	$ 2,000,000	$ 25,000	$ 1,625	$ 2,000,000	$ 25,000	$ 2,197		
Cyber Extortion & Ransomware	$ 1,000,000	$ 25,000		$ 500,000	$ 25,000		Premium	$ 7,283
		Sub-Total	**$ 43,333**		**Sub-Total**	**$ 50,616**	Difference	16.81%
General Liability (Boat Slips)	**Short term policy**							
Scottsdale Ins. Co.	**4/5/22 - 10/1/22**							
General Liability	1,000,000 / 2,000,000	$ -	$ 500	1,000,000 / 2,000,000	$ -	$ 750		
Fees			*$ 100*			*$ 100*	Premium	$ 250
		Sub-Total	**$ 600**		**Sub-Total**	**$ 850**	Difference	41.67%
TOTAL PREMIUM			**$ 285,760**			**$ 315,605**		
					$ Difference	$ 29,845		
					% Difference	10.44%		

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

FMIT FLORIDA MUNICIPAL INSURANCE TRUST

*Protecting the **Communities** We Call **Home***

RENEWAL QUOTE FOR 2022-2023

City of Destin

FMIT 0144

Coverage		Deductible	Limit	Premium
Workers' Compensation		$0	Total Payroll	
Experience Modification	1.34	10/1/22	$5,964,127	$138,997
TOTAL NET PREMIUM				$138,997

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

ITEM # 2022-5569

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Webb Warren, Deputy City Manager

FROM: Lance Johnson, City Manager

DATE: 09/02/2022

SUBJECT: 2023 Strategic Plan Update

I. BACKGROUND: On January 27th, 2022, staff and council attended the 2022 Strategic Planning and Visioning session.

On February 22, 2022, council approved the minutes for the 2022 Strategic Planning and Visioning Session.

On March 7, 2022 Council adopted the Re-Prioritized Strategic Goals and the Council Objectives for Fiscal Year 2023.

During May, June, July and August, 2022 Council participated in budget workshops for Fiscal Year 2023.

Based on the current Strategic Plan and information from the four budget workshops, staff is presenting the three other sections of the FY 2023 Plan for Council's consideration and adoption. The three sections are:
1. Management Objectives
2. Management in Progress
3. Major Project

II. DISCUSSION: Having an adopted Strategic Plan that includes initiatives proposed by both the Council and Staff will allow us to allocate our resources to achieve the defined plan goals. The Plan is a cooperative effort between the Council and the Staff helping to ensure the City is moving in the desired direction and that we are being responsible stewards of the resources entrusted to them by the residents. The Plan also provides us with a means to make informed decisions where staff should and should not expend resources in order to keep our agreed upon prioritized tasks moving forward.

A. Link to Strategic Goals / Objectives: VISION 2035 (NO UPDATE REQUIRED)
DESTIN IS A FAMILY- ORIENTED BEACH AND FISHING COMMUNITY WHERE PEOPLE WANT TO LIVE, WORK & PLAY AND WHERE VISITORS ARE WELCOMED TO RESPECTFULLY ENJOY OUR COMMUNITY AND ITS RESOURCES.

-
PRIORITIZED KEY CUSTOMER GROUPS (NO UPDATE REQUIRED)
1. Year-Round Residents
2. Destin-Based Businesses
3. Visitors

Core Values
Transparency
Teamwork
Integrity
Professionalism
Stewardship
Respect

PRIORITIZED STRATEGIC GOALS (Adopted March 7, 2022)
I. **Financially sound city providing service excellence**
II. Enhanced quality of life and safety for families
III. Economic development and revitalization
IV. Effective, efficient, and aesthetically pleasing infrastructure
V. Improve mobility and connectivity
VI. A green and sustainable environment

B. Effect on Budget (EOB): The Strategic Plan is directly linked to the annual budget.

C. Level of Service (LOS): The Strategic Plan, in part, establishes the expected level of service for the organization.

D. Legislative Sponsor:

III. CONCLUSION: Staff has worked diligently to capture the strategic direction that this Council outlined to guide the City into the next year and beyond. We respectfully request the Council's consideration of the document being presented.

IV. RECOMMENDED MOTION: Recommended: I move to adopt the 2023 Strategic Plan as presented.

Alternate: I move to adopt the 2023 Strategic Plan as amended.

Attachments:

1. FY2023 DRAFT STRATEGIC PLAN SUMMARY

DESTIN STRATEGIC PLAN SUMMARY FISCAL YEAR 2023[DRAFT]

Key

OPR:	Office of Primary Responsibility
CMO:	City Manager's Office
GPC	Grants, Projects and Contracts Division
PIO	Public Information Division
PW:	Public Works Department
EMGT	Emergency Management Division
STW	Storm Water Division
CD:	Community Development Department
ENG	Engineering Division
BLDG	Building Division
PLAN	Planning Division
Code	Code Compliance Department
LIB	Library Department
PR	Parks and Recreation Department
CLK	City Clerk's Office
FIN	Finance Department
HR	Human Resources Department
Et al	"and others"
CA	City Attorney
LUA	Land Use Attorney
PRR	Public Records Request
SS	Support Services

DRAFT

VISION 2035 (NO UPDATE REQUIRED)

DESTIN IS A FAMILY- ORIENTED BEACH AND FISHING COMMUNITY WHERE PEOPLE WANT TO LIVE, WORK & PLAY AND WHERE VISITORS ARE WELCOMED TO RESPECTFULLY ENJOY OUR COMMUNITY AND ITS RESOURCES.

PRIORITIZED KEY CUSTOMER GROUPS (NO UPDATE REQUIRED)

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

PRIORITIZED STRATEGIC GOALS (Adopted March 7, 2022)

I. **Financially sound city providing service excellence**

II. **Enhanced quality of life and safety for families**

III. **Economic development and revitalization**

IV. **Effective, efficient, and aesthetically pleasing infrastructure**

V. **Improve mobility and connectivity**

VI. **A green and sustainable environment**

DRAFT

SECTION 1

COUNCIL OBJECTIVES FY2023 ADOPTED MARCH 7, 2022.

CRITICAL PRIORITIES

1.1 Offer livable wages & benefits to attract and maintain high caliber, qualified staff (I.).
1.2 Work with stakeholders to pursue the Destin City Center. (Phase 1 Feasibility Study), (II., III.).

IMPORTANT PRIORITIES

1.3 Complete two–lane Crosstown Connector (II., V.).
1.4 Public Beachfront acquisition initiative (II., III., IV., VI.).
1.5 Underground Utilities (II., IV., VI.).
1.6 Stahlman/US 98 pedestrian and vehicle improvements in cooperation with FDOT. (II., V.)

DESIRABLE PRIORITIES

1.7 Annexation of unincorporated enclaves (I.).
1.8 Transit/Trolley system (V.)
1.9 City Marina (Phase 1 Feasibility Study), (III, V.).
1.10 Improve parking, explore options (i.e., parking garage, surface parking), (V.).
1.11 Beach Re-nourishment, planning & scheduling in partnership with the County & State. (II., VI.)

DRAFT

SECTION 2

MANAGEMENT OBJECTIVES FY2023-2028

2.1 Keep resources (Staff, Time, Money) aligned with the adopted Strategic Plan and the adopted budget when asked/directed to reprioritize tasks and/or projects.

A. Maintain a quarterly average employee Vacancy Rate of <15%. (HR)

B. Keep fiscal expenditures within the adopted budget. (FIN)

C. Track and report staff time spends quarterly fulfilling Public Records Requests. (CLK)

2.2 Research/track grants and other funding sources for current and future projects including "Undergrounding Utilities," and "Land Acquisitions."

A. Research at least 15 active grants by the end of fiscal 2023. (GPC)

B. Submit at least 7 grant/funding applications by the end of fiscal 2023. (GPC)

C. Receive at least 3 grant/funding awards by the end of fiscal 2023. (GPC)

D. Complete ORAC park projects at Royal Melvin & Clement Taylor Parks. (GPC/PR)

2.3 Present a policy recommendation for property annexation to Council by 2/1/23. (CD)

2.4 Develop and implement processes improvements for consistent and streamlined application of ordinances, codes, policies and procedures;

A. Complete the Land Development Code update by 06/01/2023. (CD)

B. By March 1, 2023 evaluate the "Development Order Process" and implement ways to consistently expedite completion and increase applicant satisfaction. (PLAN)

C. By January 1, 2023 evaluate the "Permitting Process" and implement ways to consistently expedite completion and increase applicant satisfaction. (BLDG)

D. By January 1 2023 evaluate the inspection process for developments and permitted projects and implement ways to consistently complete pre-phase, mid-phase and post-phase inspections in a timely manner an on a consistent basis. (CD)

E. By January 1, 2023 evaluate the "Business Tax Receipt Process" and implement ways to consistently expedite completion and increase applicant satisfaction. (BLDG)

F. By October 31, 2022 evaluate the "Livery Vessel Registration Process" and implement ways to consistently expedite completion and increase applicant satisfaction. (CODE)

G. By October 31, 2022 evaluate the "Short Term Rental Registration Process" and implement ways to consistently expedite completion and increase applicant satisfaction. (CODE)

H. By December 31, 2022, present a policy recommendation for code compliance regulations consistent with international property maintenance code (IPMC) (CODE)

I. Present the updated procurement policy to Council for their consideration in Oct., 2022. (FIN)

J. Evaluate ongoing contracts and implement improvements prior to renewing. (GPC, Et al)2.5 Improve communication and information sharing with Council/Public/Staff. (PIO, Et al)

A. Enter all new CODE case data into COMPASS before the end of each shift. (CODE)

B. Respond to all Help Desk submissions within 48 hours. (ASSIGNED DEPT.)

C. Timely submission of monthly, quarterly and annual reports to Council. (ASSIGNED DEPT.)

D. >95% of committee members receive initial training within 90 days of appointment. (CLK)

E. >90% staff participation in monthly trainings. (HR)

F. Complete resident survey obtaining a statistically significant sample by 12/1/2022. (CMO)

G. Ensure >90% of PRRs are completed within 2 business days. (CLK)

2.6 Ensure volunteer committees complete their workplans and obtain council approval for each. (CLK)

2.7 Review and update departmental Key Functions/Services by December 1st, 2022. (CMO/Et al)

2.8 Receive an "unmodified" (good) audit opinion for FY-2022.

2.9 Implement Council approved Harbor Capacity Study recommendations by established due date. (CD)

2.10 Establish Park Foundation to assist with acquisitions, renovations and maintenance. (P&R)

2.11 Work with the County/State to have derelict vessels removed within 120 days of reporting. (CMO)

DRAFT

SECTION 3

MANAGEMENT IN PROGRESS FY23-27

(Need Work-Plan for each item)

3.1 Memorialize institutional knowledge OPR: HR (I.)
3.2 Plan for renewal and replacement of city facilities and infrastructure OPR: PW (I., IV.)
3.3 Monitor & Manage current grant & funding awards. OPR: GPC (I.)
3.4 Find and secure new funding opportunities for city services and city projects OPR: GPC (I.)
3.5 Complete Land Development Code (LDC) revisions OPR: CD (I.)
3.6 Develop/Implement Wayfinding Program; Improve the City's gateways-OPR: CD (II., IV.)
3.7 Implement a pavement management program OPR: PW (II., IV.)
3.8 Provide orientation and key training to Board and Committee members OPR: CLK (I)
3.9 Improve sidewalks (wider, more walkable) OPR: PW (II., IV.)
3.10 Redevelopment (Update CRA's Master Plans) OPR: CD (III.)
3.11 Re-establish Environmental Committee OPR: Code (VI.)

DRAFT

SECTION 4

MAJOR PROJECTS FY 2023-2027

(Need Work-Plan for each item)

4.1 Implement and Manage COMPASS software (In Progress)
4.2 Harbor Capacity Study (USACE) (In Progress) (III., VI.)
4.3 Land Development Code revision (In Progress) (II., III., IV., V., VI.)
4.4 Impact Fee Study (In Progress) (I., II., III., IV., V., VI.)
4.5 Building Permit Fee Study (In Progress) (I.)
4.6 Develop and implement the Mobility Plan and associated Fees (I., II., V.)
4.7 Update Business Tax Receipts (BTR) Fee Schedule and processes (In Progress) (I.)
4.8 Research Stormwater Utility options and Funding (II., III., VI.)
4.9 Construct Capt. Royal Melvin Heritage Park (In Progress) (II., VI.)
4.10 FDOT Median Improvement project (In Progress) (IV.)
4.11 Norriego Point Park improvements Phase III - Recreation Components (Pending GSD Roadway extension)
4.12 Renovate Clement Taylor Park (Pending Funding) (II., VI.)
4.13 Redevelop Joe's Bayou Recreation Area (In Progress) (II., VI.)
4.14 Continuity of streetlights/Conversion to LEDS (In Progress) (II., VI.)
4.15 Implement prioritized stormwater improvements based on the *Stormwater Master Plan* (In Progress) (II., V., VI.)
4.16 Linear Park: (In partnership with FPL) Secure additional funding, complete design, secure required easements, construct phase 1 Mattie Kelly Blvd to 98 Palms. (In Progress) (II., VI.)
4.17 Pickleball Courts: Secure additional funding, acquire land, complete design and construct. (II., VI.)

DRAFT

ITEM # 2022-5622

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Kyle Bauman, City Attorney
Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director

DATE: August 8, 2022

SUBJECT: Water Quality Improvement Fund (Resolution 22-13)

I. BACKGROUND: In 1987, the City of Destin adopted a Coastal Management element in the City's Comprehensive Plan which included a Net Positive Environmental Benefit fee to protect water quality within the Destin Harbor as part of Ordinance 087 (amended in 1994 with Ordinance 087.1). Comprehensive Plan Policy 6-1.2.3 states the fees collected shall be "earmarked to a water quality improvement fund". Staff recommend reclassifying this bank account and the related revenues and expenditures into a proposed new fund to be called the "Water Quality Improvement Fund". The full verbiage of Comprehensive Plan Policy 6-1.2.3 are attached as attachment 2.

In 1995, the City of Destin adopted Ordinance 275 to create a Destin Harbor Stormwater Trust Fund. This ordinance was accompanied by a memorandum of understanding (MOU) with the Florida Department of Environmental Protection. The ordinance required setting up a separate bank account to receive funds to be expended on establishment of stormwater treatment facilities and maintenance of those facilities. Staff recommend reclassifying this bank account and the related revenues and expenditures into the proposed special revenue fund to be called the Water Quality Improvement Fund. The full ordinance with the related MOU are attached as attachment 1.

II. DISCUSSION: The Water Quality Improvement Fund will be set up as fund 127, a

special revenue fund. Special revenue funds are for committed or restricted funds that may be used for either operating or capital projects. Special revenue funds are budgeted annually. In contrast, Capital Project funds are not to be used for operating and maintenance.

Staff recommend reclassifying the NPEB (Ord 87.1) funds from the 315 Restricted Capital Projects fund into this fund to better accommodate acceptable uses of the NPEB funds, which includes maintenance and repair of infrastructure or ecology programs that improve or maintain water quality in the Destin Harbor. The NPEB fees collected will continue to be tracked with their own revenue and expenditure accounts, and will keep their own bank account so as to not be commingled with other city revenues.

In addition, staff also recommend reclassifying the Stormwater Trust fund from the 315 Restricted Capital Projects fund into the new 127 special revenue fund for Water Quality Improvement. This will allow for annual budgeting of maintenance and repairs for the stormwater discharge units described in Ordinance 275 and the related MOU with FDEP, which discharge into the Destin Harbor. The Stormwater Trust funds will continue to be tracked with unique expenditure accounts and the bank account will continue to be maintained separately so as not to commingle these funds with other city revenues.

A. Link to Strategic Goals / Objectives: A green and sustainable environment

B. Effect on Budget (EOB): The Stormwater Trust and NPEB revenues, expenditures, and bank accounts are currently combined with impact fees in a restricted capital project fund. Adopting this change will reduce the 315 restricted capital project fund and will increase the 127 special revenue fund, allowing for improved budgeting of allowable operating expenditures.

C. Level of Service (LOS): Improved transparency, improved budgeting, and improved accounting.

D. Legislative Sponsor:

III. CONCLUSION: Staff recommend adopting a Water Quality Improvement Fund as a special revenue fund to track activity of the Stormwater Trust Fund and NPEB fees.

IV. RECOMMENDED MOTION: I move to adopt Resolution 22-13 - Water Quality Improvement Fund to track activity of the Stormwater Trust Fund and NPEB fees collected.

Attachments:

1. Resolution 22-13 -- Water Quality Improvement Fund
2. Ordinance 087 Regulating Construction on the Destin Harbor
3. Ordinance 087.1 Amending Ordinance 87
4. ORD 275 Stormwater Trust Fund
5. Comprehensive Plan NPEB 6-1.2.3

RESOLUTION 22-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, CREATING THE WATER QUALITY IMPROVEMENT FUND; PROVIDING FOR SEVERABILITY; SUPERCEDING ALL CONFLICTING RESOLUTIONS AND POLICIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 1987 the City Council of the City of Destin, Florida (the "City Council") adopted Ordinance Number 87 (as amended by Ordinance Number 87.1) requiring that prior to issuance of a building permit, an applicant pay a Net Positive Environmental Benefit ("NPEB") to the City equal to 25 percent of the cost of construction authorized by City of Destin Code of Ordinances, Article 11, Coastal Management and Conservation, when that construction is located within the Destin Harbor; and

WHEREAS, City of Destin Comprehensive Plan Policy 6-1.2.3 requires the City to continue administering its NPEB program to assess a fee supporting the funding of infrastructure improvements that benefit or enhance water quality within Destin Harbor; and

WHEREAS, Policy 6-1.2.3 requires NPEB funds to be earmarked to a water quality improvement fund used only to pay for infrastructure improvement or ecological projects benefitting water quality or ecology within Destin Harbor; and

WHEREAS, on July 3, 1995, the City Council adopted Ordinance Number 275, creating the Destin Harbor Stormwater Trust Fund (the "DHSTF"); and

WHEREAS, the DHSTF was created in coordination with the Florida Department of Environmental Protection ("FDEP") and requires applicants constructing or rehabilitating commercial or multi-family residential boat slips in the harbor to pay monies into the Stormwater Trust Fund in lieu of statutory mitigation efforts; and

WHEREAS, the DHSTF is intended to be used for construction and maintenance of stormwater treatment facilities that treat stormwater discharge from US Highway 98 into Destin Harbor; and

WHEREAS, after the stormwater treatment facilities' construction, funds remaining in the DHSTF must be used for the maintenance of the stormwater treatment facilities unless there is an excess of funds annually to maintain the stormwater treatment facilities, in which case the excess funds may be spent on other water quality programs benefitting the Destin Harbor; and

WHEREAS, collectively, the NPEB and Stormwater Trust Funds will heretofore be referred to as, collectively, the "Destin Harbor Water Quality Funds"; and

WHEREAS, even though the allowable expenditures of the Destin Harbor Water Quality Funds include operating expenses enhancing water quality in the Destin Harbor, both funds are

currently located in separate Restricted Capital Projects Funds, which do not allow for annual budgeting of operating expenses such as maintenance; and

WHEREAS, the City has a need to utilize the Destin Harbor Water Quality Funds for permissible operating expenditures relating to enhancing water quality in the Destin Harbor; and

WHEREAS, reclassifying the Destin Harbor Water Quality Funds into a special revenue fund called the "Water Quality Improvement Fund" will permit the Destin Harbor Water Quality Funds to be expended on operating expenditures enhancing water quality in the Destin Harbor; and

WHEREAS, the Water Quality Improvement Fund will maintain separate bank accounts with separate revenue and expenditure accounts for the NPEB funds and the Stormwater Trust Funds; and

NOW, THEREFORE, The City Council of the City of Destin, Florida, does hereby declare and establish the following:

Section 1. Recitals.

1. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. Creation of the City of Destin, Florida's Water Quality Improvement Fund

2. The City Council hereby creates a special revenue fund known as the Water Quality Improvement Fund, which shall consist of the Destin Harbor Water Quality Funds. Separate bank accounts with separate revenue and expenditures accounts for the NPEB funds and Stormwater Trust Funds shall be maintained. Funds in the Water Quality Improvement Funds may be expended on either capital projects or operating expenses in a manner not inconsistent with Destin City Ordinance Numbers 87.1 and 275.

Section 3. Inconsistent and Conflicting Resolutions and Policies Superseded.

3. This Resolution shall supersede all inconsistent or conflicting Resolutions or policies to the extent these Resolutions or policies are inconsistent or conflicting for the time this Resolution is in effect.

Section 4. Severability.

4. If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution.

Section 5. Effective Date.

5. This Resolution shall be effective immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA THIS __TH DAY OF SEPTEMBER, 2022.

_____
GARY JARVIS, MAYOR

ATTEST:

_____
REY BAILEY, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE CITY OF DESTIN

_____
KIMBERLY ROMANO KOPP, ESQ.,
CITY LAND USE ATTORNEY

ORDINANCE NO. 087

AN ORDINANCE OF THE CITY OF DESTIN RELATING TO DESTIN HARBOR (OLD PASS LAGOON); PROVIDING FOR AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR PURPOSE; ESTABLISHING BOUNDARIES; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROHIBITIONS; ESTABLISHING PERMITTING PROCEDURES; PROVIDING FOR INSPECTION AND REPAIRS; PROVIDING FOR PERMIT REVOCATION; PROVIDING FOR LIVEABOARDS; PROVIDING FOR JOINT OWNERSHIP DOCKS; PROVIDING FOR PERMIT WAIVER FOR MAINTENANCE AND COSMETIC IMPROVEMENTS; PROVIDING FOR REGISTRATION OF STRUCTURES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR RECONSTRUCTION OF EXISTING FACILITIES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES 033.3 AND 054; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. Authority: Authority for the enactment of this Ordinance is Article I, Section 1.01 (b), (c) and (f) of the City Charter and Chapters 163 and 380, Florida Statutes.

SECTION 2. Findings of Fact: The City Council of the City of Destin finds the following:

A. The Destin Harbor, also known as Old Pass Lagoon, is a unique natural feature which enhances the quality of life of the citizens of Destin.

B. It is in the best interest of the City of Destin to protect this vital resource.

C. The construction of additional docks in the Destin Harbor, if unregulated, could contribute to the degradation of the Harbor's waters.

SECTION 3. Purpose: This Ordinance establishes and regulates procedures and standards by which the City of Destin controls and regulates development, construction and activities within and contiguous to the Destin Harbor.

SECTION 4. Boundaries: The boundaries of Destin Harbor shall be as follows:

Commence at the intersection of the Southerly right-of-way line of U. S. Highway 98 (State Road No. 30) (100' R/W as it exists in 1985) and the mean high water line of the East Pass Inlet to the Gulf of Mexico; thence proceed Southeasterly along said mean high water line to the entrance of Destin Harbor, and the point-of-beginning; thence departing said mean high water line proceed Northeasterly at right angles to said mean high water line a distance of 100.00 feet; thence proceed Easterly parallel to and 100.00 feet upland of the mean high water line of Destin Harbor to a point 100.00 feet upland of the intersection of the mean high water line of Destin Harbor and the finger canal as depicted on the plat of Sandpiper Cove Phase III as recorded in Plat Book 1, Pages 161-170 of the public records of Okaloosa County, Florida; thence proceed Easterly along a line 100.00 feet Northerly and parallel to said finger canal to a point 100.00 feet North of the Easternmost point of said finger canal; thence continue Easterly along the projection of the line parallel

to and 100.00 feet North of said canal to the centerline of Gulfshore Drive (100' R/W); thence proceed Westerly along the centerline of Gulfshore Drive to a point of intersection with an extension of the centerline of a 10' wide outparcel as recorded in O.R. Book 1142, Page 1566 of the public records of Okaloosa County, Florida; thence proceed Southerly along the centerline of said outparcel and the projection thereof to the mean high water line of the East Pass Inlet to the Gulf of Mexico; thence proceed Northwesterly along said mean high water line to a point on the Western extremity of the Holiday Isle peninsula; thence proceed Northerly, traversing the entrance to Destin Harbor, to the point of beginning.

SECTION 5. Definitions: As used herein the terms listed below shall be defined as follows:

A. "Board" means the Destin Harbor Board created by Destin City Ordinance No. 009.

B. "Canal" means a long and narrow finger of water that is connected to the main body of water known as Destin Harbor. Said fingers of water are manmade by digging and/or dredging sand.

C. "Construction" or "to construct" means building, maintaining, extending or making structural alterations to any building, pier, piling, bulkhead, seawall or other structure in, upon, or over the waters of Destin Harbor, or any filling, excavating or dredging in said waters.

D. "Dock" and "pier" means a fixed or floating structure, including mooring pilings used for the purpose of berthing bouyant vessels; for loading or unloading persons or property; and/or providing access to the water which may also include wharfs, floats, dry docks and other land facilities.

E. "Existing docks" means any dock currently constructed or for which a completed application has been received by the effective date of this Ordinance.

F. "Long-term lessee" means a person holding a leasehold on a property for a period greater than twenty (20) years, but does not include a person holding a renewable leasehold for a period of ninety-nine (99) years, who are included in the term title of record owner.

G. "Mean high water" means the average height of the high waters over a 19-year period. For shorter periods of observation "mean high water" means the average height of the high waters after corrections are applied to eliminate known variation and to reduce the result to the equivalent of a mean 19-year value. [Source: Section 177.27(15), Florida Statutes.]

H. "Project Valuation" means the total cost of individual project, dock, seawall, bulkhead, mooring or piling, or dredge and fill operations, including but not limited to, materials, labor and administrative costs excluding permit fees.

I. "Slip" means a parking, berthing or landing space for one (1) boat at a dock or pier.

SECTION 6. Prohibitions: The following actions are prohibited within or contiguous to the Destin Harbor without

taking such action as stated hereinafter:

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

B. No fish carcasses and debris shall be discharged into the Harbor.

C. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this paragraph.

D. No fuel or oil shall be willfully or knowingly discharged in Destin Harbor. No dock which sells fuel or oil shall be constructed, operated or maintained in Destin Harbor unless an oil abatement plan, in accordance with the Coast Guard guidelines, is available at each dock. The Destin Harbor Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City within 120 days after adoption of this Ordinance. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

E. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20% of the width of the Harbor at the place where the pier is located, or out 200 feet, whichever is less.

F. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet.

G. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length as determined pursuant to Subsection E above, for more than seventy-two (72) hours.

H. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless the dock facility is equipped with a sewage pumpout.

I. No dock shall be constructed which permits the docking of a liveaboard unless such vessel has an operable holding tank.

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

K. Excepting those docks connected to uplands zoned BT, no dock shall be longer than the width, at the mean high water line, of the lot to which the dock is attached.

(1) For those docks connected to uplands zoned BT, a dock may be constructed to a length of 1.5 times the width of the property at the mean high water line.

(2) For the purposes of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in Subsection E above.

L. No dock shall be constructed or modified such that slip density exceeds one (1) slip per eight (8) lineal feet of waterfront footage except that on canals, no lot may have more than one (1) slip per forty-five (45) linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two (2) slips on the canal.

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

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

O. No pier shall extend more than six (6) feet into a canal waterway.

P. No discharge of water shall contain phosphorus or any other substance likely to cause a violation of the water quality standards specified in Chapters 17-3 and 17-4, Florida Administrative Code.

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

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

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

T. No commercially operated boat docking facilities shall be permitted or operated unless equipped with fire fighting facilities as specified by the City.

U. No electrical or water service upon any dock shall be installed unless a permit is obtained from the City of Destin Planning and Inspections

Department for that service.

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

W. No lot, or multi-contiguous lots, with less than fifty (50) feet of waterfront footage shall be allowed individual docks. Except as otherwise prohibited, docks may be allowed under the provisions of Subsection 6.K.(2).

SECTION 7. Permitting Procedures: The following procedures shall be adhered to by persons desiring to construct a new dock or add to, alter or remodel, or reconstruct an existing dock:

A. Persons desiring to construct a new dock or add to, alter, remodel, or reconstruct an existing dock shall apply for and obtain a permit and other authorization from the City prior to construction.

B. Each applicant shall designate the location of his property on the Destin Harbor permit application map and must complete the City application form(s).

C. Application shall be made by filing with the City, the City's Permit Application form and a copy of the Joint Application form used by the United States Army Corps of Engineers, the Florida Department of Environmental Regulation, and the Florida Department of Natural Resources, the requirements of which are expressly adopted herein as they existed on the effective date of this Ordinance, and as they are hereafter amended by said respective agencies.

D. A building permit shall be obtained from the City prior to beginning construction.

E. If the dock is to have more than two (2) slips for commercial use or for use by persons other than the owner, the applicant/owner shall supply a certified copy by the Okaloosa County Tax Appraiser of all names and addresses of owners of adjacent waterfront property.

F. The Board shall review the application within thirty (30) days of receipt of a complete application. The City Council shall take final action on the application within thirty (30) days of receipt of the Board's recommendation.

G. All dock and seawall approvals issued by the City shall be valid for a period of one (1) year from the date such approval is granted. Existing approvals expire one (1) year from the date of issuance.

H. Applications for permission to construct any structure shall be submitted on forms provided by the City.

I. The application must be signed by the title of record owner(s) or any long-term lessee of the abutting upland property.

J. Where multiple slips extend from the shore and on multiple slip docks and for any slip in a canal, aerators or circulation devices shall be required as determined by the City. Such devices shall be required where it is determined that circulation is deemed to be interfered with by the proposed facilities.

K. Shorelines shall require protection from erosion as determined by the City.

L. A Net Positive Environmental Benefit (NPEB), equal to 25% of the project valuation, shall be made within the Harbor by the permittee prior to completion of each construction project authorized by this Ordinance.

M. No permit shall be issued by the City until the applicant obtains all authorizations and permits from federal and state agencies.

N. All applicants shall apply to the City and must receive preliminary approval for the proposed construction prior to taking any other action. Preliminary approval shall be considered for issuance by the City Council after the review and recommendations of the Board. If the application is for joint ownership of a dock, the applicant must obtain written permission from all title of record owners and long-term lessees of the abutting upland property. Upon approval of all appropriate federal and state agencies, final approval from the City Council shall be obtained before a permit is issued.

O. The following procedures shall apply to transferring permits:

(1) The permit is not transferable without the written consent of the City, which consent shall not be unreasonably withheld. The City Manager or his designee shall determine transferability upon recommendation of the Board. The decision may be appealed to the City Council.

(2) Whenever, during a construction project, a permittee transfers title of record to the abutting upland property or leases that property by long-term lease, a request by the original permittee shall be made to the City to transfer the permit. Forms for this purpose may be obtained from the City. Failure to apply for such a transfer within thirty (30) days from the date that the abutting upland property is sold or conveyed by long-term lease will result in an additional fee being charged to the original permittee by the City.

(3) At the time of transfer, all construction shall be inspected for compliance with the City's minimum plumbing, electrical and structural requirements and for compliance with the conditions of the existing permit. Fees for said inspections are set forth in City Ordinance No. 027. All deficiencies shall be corrected prior to final transfer of the dock.

P. All construction on the Harbor shall require a permit from the City.

Q. The permittee shall be responsible for personal injury or property damage which arises from construction and use of the project to the extent provided by common law.

R. The City shall retain the right to revoke any permit issued under a City Ordinance if the health, safety or welfare of any person or property is in jeopardy.

S. All building permits shall expire within six (6) months from date of issue.

T. Upon completion of a dock, or other structure requiring a construction permit, a final inspection shall be conducted by the City. After the final inspection is complete, a Certificate of Occupancy will be issued which shall be a permanent permit for such dock or structure.

SECTION 8. Inspection and Repairs: All construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The Permittee shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

SECTION 9. Permit Revocation: The City reserves full right, power and authority to revoke a permit at any time for good cause. In the event that permittee fails to remove said structure within the time specified upon revocation of the permit, the City shall have the right to immediately remove same at the cost and expense of the permittee. Good cause shall include, but not be limited to, violation of any permit condition, or any provision of this Ordinance.

SECTION 10. Liveaboards: Except in an emergency, no person(s) shall live aboard any boat in Destin Harbor for a period exceeding forty-eight (48) hours without notifying the Destin Harbor Master. In cases of an emergency, such notification shall be given to the Harbor Master within three (3) hours after the immediate emergency situation ceases. Proof that each liveaboard boat has an operable holding tank must be furnished to the Harbor Master at time of notification.

SECTION 11. Joint Ownership Docks: Permits may be granted for joint ownership of a dock at the prolongation of common lot lines, subject to the following conditions:

A. No permits shall be granted to persons other than the title of record owner or long-term lessee of the abutting upland property.

B. The permit application must be signed by the title of record or long-term lessee of all abutting upland property having access to the facility.

C. The permit shall provide that all parties shall have equal rights under the permit and shall be held jointly responsible for compliance with all rules, regulations and conditions set forth in the permit and this Ordinance.

D. The regulations for set-backs applies to joint

ownership docks with the exception that docks may be extended over the common property lines.

SECTION 12. Permit Waiver for Maintenance and Cosmetic Improvements: The City Manager or his designee, after considering the recommendation of the Board, may issue permits within the Destin Harbor for which maintenance or cosmetic improvement is accomplished to existing facilities and no construction permit is required. No permit shall be issued for facilities which do not conform to the standard harbor drawings and the adopted harbor policies.

SECTION 13. Registration of Structures: All existing docks, seawalls and bulkheads located within the Destin Harbor shall be registered with the City as follows:

A. The title of record or long-term lessee of all existing structures at the time of adoption of this Ordinance shall register such structure with the City within ninety (90) days after adoption of this Ordinance.

B. Each structure shall be re-registered upon any change in ownership or long-term lessee of the abutting upland property.

C. The City shall be notified upon the expiration of an existing long-term lease by the title of record owner of the abutting upland property.

D. The City shall be notified by the title of record owner and long-term lessee of the abutting upland property upon the destruction of 50% of the replacement value of the structure. The City shall maintain a registration of all docks, seawalls and bulkheads located within the Destin Harbor.

SECTION 14. Exceptions: Exceptions from the provisions of this Ordinance may be granted by the Board of Adjustment where:

Local conditions impede placement of slips near or next to the shoreline and it would be environmentally damaging to permit dredging. A dock and pilings may extend beyond the limits proscribed by paragraphs K and L of Section 6 so long as the structure does not create a hazard to navigation and so long as no additional slips are obtained than would otherwise fit into a dock of the maximum size allowed without the exception.

SECTION. 15. Reconstruction of Existing Facilities: Existing facilities which are damaged by accidents, vandalism, ordinary wear and tear or acts of God, the provisions of paragraphs E, F, K and L of Section 6 shall not be applicable to reconstruction so long as the damaged facilities are reconstructed in the same or lesser dimensions, and so long as the construction permit is applied for from the City within six (6) months of the sustaining damage.

SECTION 16. Penalties: Any person violating the provisions of this Ordinance is guilty of an offense in the first degree.

SECTION 17. 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 18. Repeal of Ordinance 033.3, Destin Harbor and Ordinance 054, amending Ordinance 033.3: City Ordinance 033.3, relating to the Destin Harbor and City Ordinance 054, which amends Section 6, Ordinance 033.3 are hereby repealed.

SECTION 19. Effective Date: This Ordinance shall become effective upon its adoption by City Council and signature of the Chairman.

ADOPTED: November 2, 1987
DATE

BY: William E. Phillips
WILLIAM E. PHILLIPS
CITY COUNCIL CHAIRMAN

ATTEST:

J. E. DORMAN, JR.
CITY MANAGER

Frances H. Beaird
FRANCES H. BEAIRD
CITY CLERK

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.

J. Jerome Miller
J. JEROME MILLER, CITY ATTORNEY

FIRST READING 10-5-87 FIRST PUBLICATION 1/4 page-10-3-87

SECOND READING 11-2-87 SECOND PUBLICATION _____

L2n
F.B.

Selby and Miller
ATTORNEYS AT LAW

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(904) 863-4115

DAVID L. SELBY
J. JEROME MILLER

415 MOUNTAIN DRIVE
SUITE 3
DESTIN, FLORIDA 32541
(904) 837-3860
PLEASE REPLY TO: Destin

September 22, 1989

Mr. Philip Cook, City Manager
City of Destin
P. O. Box 399
Destin, FL 32541

Re: Dock Lengths Pursuant
To Ordinance 087

Dear Philip:

In response to your inquiry pertaining to the above referenced matter, no conflict exists within Ordinance 087. Mr. Marler is correct in stating that Section K (1) allows a dock length to be constructed to a length of 1.5 times the width of the property at the mean high water line, for docks connected to uplands zoned "BT". However, Mr. Marler conveniently omitted reference to Section K (2) which states "no dock may exceed the limitations specified in Subsection E." Therefore, as it currently exists, Subsection E limits new or existing docks to a length of 200 feet or less.

I hope this clarifies your question. If I can be of any further assistance in this matter, please advise.

Sincerely,

J. Jerome Miller

J. JEROME MILLER
Attorney at Law

JJM:sg

ORDINANCE 087.1

AN ORDINANCE OF THE CITY OF DESTIN AMENDING ORDINANCE 87 AND THE LAND DEVELOPMENT CODE RELATING TO THE HARBORS AND WATERWAYS BOARD; PROVIDING FOR AUTHORITY; PROVIDING THAT FROM HENCE FORWARD THE DESTIN HARBOR BOARD SHALL BE KNOWN AS THE DESTIN HARBORS AND WATERWAYS BOARD; PROVIDING FOR AMENDING THE LAND DEVELOPMENT CODE AS FOLLOWS: SECTION 5-28, PURPOSE, BY CHANGING THE WORD PURPOSE TO THE WORD JURISDICTION, AND TO CHANGE THE JURISDICTION TO THE TIDALLY INFLUENCED WATERS WITHIN AND ADJACENT TO THE BOUNDARIES OF THE CITY OF DESTIN; PROVIDING FOR AMENDING SECTION 5-31, ANNUAL REPORT TO CITY COUNCIL'S THREE-YEAR PROGRAM, COST ESTIMATES, BY CHANGING THE ANNUAL REPORT FROM OCTOBER TO AUGUST; PROVIDING FOR AMENDING SECTION 5-52, FINDINGS OF FACT, BY DELETING DESTIN HARBOR AND PROVIDING FOR THE REGULATION OF WATERBODIES WITHIN AND SURROUNDING THE CITY OF DESTIN; PROVIDING FOR AMENDING SECTION 5-53, DEFINITIONS, BY DEFINING THE HARBORS AND WATERWAYS OF DESTIN AS THE TIDALLY INFLUENCED WATERS WITHIN AND ADJACENT TO THE BOUNDARY OF THE CITY OF DESTIN, NOT INCLUDING FRESHWATER BODIES, BY FURTHER DEFINING CONSTRUCTION TO INCLUDE THE PLACEMENT OF RIPRAP; PROVIDING FOR AMENDING SECTION 5-55, PROHIBITED ACTS, EXEMPTING CHOCTAWHATCHEE BAY FROM THE TWENTY PERCENT (20%) OR TWO HUNDRED FOOT (200') LENGTH LIMIT, PROHIBITING MOORING BOATS THAT CONSTITUTE A HAZARD TO NAVIGATION; PROVIDING FOR WHITE NAVIGATION LIGHTS ON DOCKS EXCEEDING ONE HUNDRED FEET (100'); PROVIDING FOR NO CONSTRUCTION WHICH VIOLATES THE STANDARD BUILDING CODE OF THE CITY OF DESTIN; PROVIDING FOR PARALLEL DOCKS ONLY TO BE CONSTRUCTED ON PROPERTY WITH LESS THAN FIFTY FEET (50') OF WATERFRONTAGE; PROVIDING FOR AMENDING SECTION 5-56, PERMITTING PROCEDURES, REQUIRING PERMITTING PROCEDURES FOR THE INSTALLATION OF RIPRAP; PROVIDING FOR REVIEW OF ALL TIMELY RECEIVED MARINE APPLICATIONS AT THE NEXT REGULARLY SCHEDULED MEETING OF THE BOARD; PROVIDING THAT BUILDING PERMITS BE OBTAINED WITHIN ONE (1) YEAR OF FINAL APPROVAL FROM CITY COUNCIL; PROVIDING FOR REVISED CERTIFIED DRAWINGS FOR DOCK CONSTRUCTION WHEN REQUIRED BY THE HARBORS AND WATERWAYS BOARD; PROVIDING FOR THE NOTIFICATION OF REQUEST FOR CONSTRUCTION TO PROPERTY OWNERS ON THE OPPOSITE SHORE OF WATERBODIES OF LESS THAN ONE-HUNDRED FEET (100'); PROVIDING THAT NET POSITIVE ENVIRONMENTAL BENEFIT (NPEB) FUNDS BE EQUAL TO TWENTY-FIVE PERCENT (25%) OF THE COST OF CONSTRUCTION; PROVIDING THAT NO

PERMIT BE ISSUED UNTIL ASSESSED NPEB FUNDS ARE COLLECTED IF APPLICABLE; PROVIDING FOR AMENDING SECTION 5-57, LIVEABOARDS, TO PROVIDE FOR THE REGULATION OF LIVEABOARDS BY REQUIRING NOTIFICATION AND REGISTRATION AND COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE UNITED STATES COAST GUARD, FLORIDA MARINE PATROL AND CITY OF DESTIN; PROVIDING FOR AMENDING SECTION 5-58, JOINT OWNERSHIP OF DOCKS, BY ALLOWING JOINT OWNERSHIP OF DOCKS ALONG COMMON RIPARIAN BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 - PROVIDING FOR AUTHORITY. The authority for enactment of this ordinance is Article I, Section 1.01 (b) of the City Charter and Florida Statute 166.021.

SECTION 2 - Chapter 5, Sections 5-26, 5-28, 5-29, 5-31, 5-51, 5-52, 5-53, 5-55, 5-56, 5-57, 5-58, 5-59, 5-60, 5-62 of the Code of Ordinances are hereby amended as follows:

SECTION 5-26. Establishment; composition; appointment. There is hereby established a Destin Harbors and Waterways Board consisting of seven (7) members who shall be appointed by the city council. All members shall reside in the city. The board membership shall include to the extent possible, one (1) commercial fisherman, one (1) pleasure boat owner, one (1) environmentalist, one (1) sports fisherman and one (1) layman.

SECTION 5-27. Terms of members. After the first seven (7) appointments to the board established by this article all succeeding appointments shall be for a term of four (4) years, or until successors are appointed and qualified.

SECTION 5-28 Jurisdiction ~~Purpose~~. The purpose of the board established by this article is to monitor the conditions of and impact of growth and development on ~~Destin Harbor~~ the tidally influenced waters within and surrounding the City of Destin, herein referred to as the harbors and waterways of Destin.

SECTION 5-29. Powers. The Board established by this article is empowered to:

1. Inventory all existing and potential sources of pollution and to qualify their relative contributions to the water quality of ~~Destin Harbor~~ the harbors and waterways of Destin.

2. Monitor the overall condition of ~~Destin Harbor~~ the harbors and waterways of Destin including but not limited to, water depths, water quality, dredging activities of public or private entities, violations of litter laws, sanitation requirements or other laws, ordinances, rules or regulations affecting activities in the harbors and waters of Destin and to recommend to the city manager or city council appropriate action with respect to securing the enforcement of such laws, ordinances, rules or regulations, or the enactment of such ordinances.

3. Recommend a current comprehensive plan for future growth development and restoration of ~~Destin Harbor~~ the harbors and waterways of Destin and amendments thereto, which will upon adoption by the city council be incorporated in the city's comprehensive plan. Review of other public and private studies and recommendations of merit by the board is encouraged.

4. Cooperate and consult with city boards and departments, the regional planning council and water management district for planning and performance purposes.

5. Recommend to the city council needed actions respecting compliance with assurance programs by any governmental agency.

6. Recommend funding programs to the city council including, but not limited to, securing grants or other public or private application funding, soliciting donations, establishing rents and assessing fees.

7. Recommend to the city council the purchase, leasing or other acquisition of real or person property and disposal thereof.

SECTION 5-30. Employment of experts. The board may, with the consent of the city council, employ consulting technical experts as the need may arise.

SECTION 5-31. Annual report to city council's three-year program; cost estimates. The board shall submit to the city council during the month of ~~October~~ August, an annual report summarizing the activities of the board for the fiscal year and recommendations made by it to the city council during the year and the action of the city council during the year on any and all recommendations made by the board in that or former years. The annual report of the board shall also contain a program for improvements to the harbor plan, year by year, during the three (3) years next ensuing, with cost estimates

and recommendations as to how the costs should in the opinion of the board be met.

SECTION 5-51. Purpose. This article establishes and regulates procedures and standards by which the city controls and regulates development, construction and activities within and contiguous to the ~~Destin Harbor~~ the harbors and waterways of Destin..

SECTION 5-52. Findings of fact. The city council of the city finds the following:

1. ~~Destin Harbor~~ The harbors and waterways of Destin, ~~also known as Old Pass Lagoon, is a~~ are unique natural features which enhance the quality of life of the citizens of Destin.

2. It is in the best interest of the city to protect ~~this~~ these vital resources.

3. The construction of additional docks in the ~~Destin Harbor~~ harbors and waterways of Destin, if unregulated, could contribute to the degradation of the water bodies within and surrounding the City of Destin. ~~harbor's and waterways' waters.~~

SECTION 5-53. Definitions. As used in this article the terms listed below shall be defined as follows:

Board means the Destin Harbors and Waterways Board created by article II of this chapter.

Canal means a long and narrow finger of water that is connected to the main body of water known as Destin Harbor. Such fingers of water are manmade by digging and/or dredging sand.

Construction or **to construct** means building, maintaining, extending or making structural alterations to any building, pier, piling, bulkhead, seawall, placement of riprap or other structure in, upon, or over the ~~waters of Destin Harbor~~ harbors and waterways of Destin or any filling, excavating or dredging in said waters.

Dock and **pier** mean a fixed or floating structure, including mooring pilings used for the purpose of berthing buoyant vessels; for loading or unloading persons or property; and/or providing access to the water which may also include wharfs, floats, dry docks and other land facilities.

Existing docks means any dock currently constructed or for which a completed application has been received by the effective date of this article.

Harbors and waterways of Destin means the tidally influenced waters within and adjacent to the boundaries of the City of Destin.

Long-term lessee means a person holding a leasehold on a property for a period greater than twenty (20) years, but does not include a person holding a renewable leasehold for a period of ninety-nine (99) years, who is included in the term title of record owner.

Mean high water means the average height of the high waters over a nineteen year period. For shorter periods of observation "mean high water" means the average height of the high waters after corrections are applied to eliminate known variation and to reduce the result to the equivalent of a mean nineteen-year value.

Project valuation means the total cost of an individual project, dock seawall, bulkhead, mooring or piling, riprap, or dredge and fill operations, including but not limited to, materials, labor and administrative costs excluding permit fees.

Slip means a parking, berthing or landing space for one (1) boat at a dock or pier.

Waterways of Destin mean the tidally influenced waters within and adjacent to the boundaries of the City of Destin, including but not limited to the Gulf of Mexico, the Destin Harbor, Choctawhatchee Bay, Joe's Bayou, Marler Bayou, Indian Bayou and East Pass. This does not include any fresh water bodies located within the City of Destin.

Sec. 5-54. Boundaries.

The boundaries of Destin Harbor shall be as follows:

Commence at the intersection of the southerly right-of-way line of U.S. Highway 98 (State Road No. 30) (one-hundred-foot right-of-way as it exists in 1985) and the mean high water line of the East Pass Inlet to the Gulf of Mexico; thence proceed southeasterly along such mean high water line to the entrance of Destin Harbor, and the point-of-beginning; thence departing such mean high water line proceed northeasterly at right angles to such mean high water line a distance of 100.00 feet; thence proceed easterly parallel to and 100.00 feet upland of the mean high water line of Destin Harbor to a point 100.00 feet upland of the intersection of the mean high water line of Destin Harbor and the finger canal as depicted on the plat of Sandpiper Cove Phase III as recorded in Plat Book 1, Pages 161-170 of the public records of Okaloosa County, Florida; thence proceed easterly along a line 100.00 feet northerly and parallel to said finger canal to a point 100.00 feet north of the eastern-most point of said finger canal; thence continue easterly along the projection of the line parallel to and 100.00 feet north of such canal to the center line of Gulfshore Drive (one-hundred-foot right-of-way);

thence proceed westerly along the centerline of Gulfshore Drive to a point of intersection with an extension of the centerline of a ten-foot wide outparcel as recorded in O.R. Book 1142, Page 1566 of the public records of Okaloosa County, Florida; thence proceed southerly along the centerline of such outparcel and the projection thereof to the mean high water line of the East Pass Inlet to the Gulf of Mexico; thence proceed northwesterly along such mean high waterline to a point on the western extremity of the Holiday Isle peninsula; thence proceed northerly, traversing the entrance to Destin Harbor, to the point of beginning.

SECTION 5-55. **Prohibited acts.** The following actions are prohibited within or contiguous to ~~Destin Harbor~~ the harbors and waterways of Destin without taking such action as stated hereinafter:

(1) No person shall construct, or add to an existing dock, seawall, bulkhead, mooring, piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or fill operation in, or contiguous to, ~~Destin Harbor~~ the harbors and waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and city agencies.

(2) No fish carcasses and debris shall be discharged into the harbors or waterways of Destin.

(3) No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the harbors or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this subsection (3).

(4) No fuel or oil shall be willfully or knowingly discharged in ~~Destin Harbor~~ the harbors and waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in ~~Destin Harbor~~ the harbors and waterways of Destin unless an oil abatement plan, in accordance with the coast guard guidelines, is available at each dock. The Destin Harbors and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the city council, which shall have approval authority. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the city, prior to receiving a building permit from the city.

(5) No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than twenty (20) percent of the width of the

harbors or waterway at the place where the pier is located, or out two hundred (200) feet, whichever is less except in Choctawhatchee Bay.

(6) No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than two hundred (200) feet or twenty (20) percent of the waterway, whichever is less.

(7) No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection (5) of this section, for more than seventy-two (72) hours.

(8) No dock shall be constructed which permits the commercial docking of boats with on board toilets unless the dock facility is equipped with a sewage pump out.

(9) No dock shall be constructed which permits the docking of a liveaboard unless such vessel has an operable holding tank.

(10) No boat shall be moored in the harbors or waterways of Destin such that constitutes a hazard to navigation.

~~(10)~~ (11) No dock shall be constructed such that it constitutes a hazard to navigation.

~~(11)~~ (12) Excepting those docks connected to uplands zoned BT, or those located in Choctawhatchee Bay no dock shall be longer than the width, at the mean high water line, of the lot to which the dock is attached.

a. For those docks connected to uplands zoned BT, a dock may be constructed to a length of one and one-half (1.5) times the width of the property at the mean high water line.

b. For the purposes of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection (5) of this section.

(13) ~~(12)~~ No dock shall be constructed or modified such that slip density exceeds one (1) slip per eight (8) lineal feet of waterfront footage except that on canals, no lot may have more than one (1) slip per forty-five (45) linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two (2) slips on the canal.

planning and inspections department for that service.

(24) ~~(22)~~ No person, while operating a boat within ~~Destin Harbor~~, the harbors and waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the harbors or waterways of Destin from such boats.

(25) ~~(23)~~ No lot or multicontiguous lots, with less than fifty (50) feet of waterfront footage shall be allowed individual docks unless they are parallel to the shoreline. Except as otherwise prohibited, docks may be allowed under the provisions of subsection ~~(11)b~~. (12)b. of this section.

SECTION 5-56. Permitting procedures. The following procedures shall be adhered to by persons desiring to construct a new dock or add to, alter or remodel, add riprap to, or reconstruct an existing dock:

(1) Persons desiring to construct a new dock or add to, alter, remodel, or reconstruct and/or place riprap to an existing dock shall apply for and obtain a permit and other authorization from the city prior to construction.

(2) Each applicant shall designate the location of his property on the ~~Destin Harbor~~ harbors and waterways of Destin permit application map and must complete the city application form(s).

(3) Application shall be made by filing with the city, the city's permit application form and a copy of the joint application form used by the United States Army Corps of Engineers, the state's Department of Environmental Protection ~~regulation, and the state's department of natural resources~~, the requirements of which are expressly adopted herein as they existed on the effective date of Ordinance No. 087, and as they are hereafter amended by such respective agencies.

(4) A building permit shall be obtained from the city prior to beginning construction in accordance with City ordinances.

(5) If the dock is to have more than two (2) slips for commercial use or for use by persons other than the owner, the applicant/owner shall supply a ~~certified~~ copy ~~by the county tax appraiser~~ of all names, ~~and~~ addresses, and property I.D. number of owners of adjacent waterfront property.

(14)
~~(13)~~ No boat or vessel, entering into, exiting or operating within ~~Destin Harbor~~ the harbors or waterways of Destin shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other persons within the harbors or waterways, or would contribute to any adjacent land erosion.

(15)
~~(14)~~ No heated or cooled water may be emitted into the harbors and waterways of Destin or the harbor canals other than from a boat.

(16)
~~(15)~~ No pier shall extend more than six (6) feet into a canal ~~waterway.~~right of way.

(17)
~~(16)~~ No discharge of water shall contain phosphorus or any other substance likely to cause a violation of the water quality standards specified in Chapters ~~17-3 and 17-4~~ 17-302 of the Florida Administrative Code.

(18)
~~(17)~~ No dock or vessel shall be placed within the twenty-five foot setback of a property line without providing prior written notification to the adjoining land owners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbors and Waterways Board in its recommendations to the city council.

(19)
~~(18)~~ No dock shall unreasonably interfere with the riparian rights of others.

(20)
~~(19)~~ No dock of one hundred (100) feet or longer shall be constructed unless a white navigation/security night light is installed at the furthest point seaward on such dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks one hundred (100) feet or longer shall install and operate a navigation/security night light pursuant to this subsection.

(21)
~~(20)~~ No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the city.

(22) No construction shall be allowed which violates the provision of the Standard Building Code, as adopted by the city.

(23)
~~(21)~~ No electrical or water service upon any dock shall be installed unless a permit is obtained from the city

(6) The board shall review ~~the~~ all timely received applications ~~within thirty (30) days of receipt of a complete application.~~ at the next regularly scheduled Harbors and Waterways Board meeting. The City Council shall take final action on the application within thirty (30) days of receipt of all state and federal permits and the board's recommendation.

(7) ~~All dock and seawall approvals issued by the city shall be valid for a period of one (1) year from the date such approval is granted. Existing approvals expire one (1) year from the date of issuance.~~ Building permits must be obtained within one (1) year of final approval by the City Council or the approval expires and must be resubmitted for re-consideration and will be subject to all current regulations of the city.

~~(8) Applications for permission to construct any structure shall be submitted on forms provided by the city.~~

(8) The application must be signed by the title of record owner(s) or any long-term lessee of the abutting upland property.

(9) Applications for permission for dock construction shall include scaled drawings, prepared and certified by a land surveyor or architect, if requested by the Harbors and Waterways Board at the public hearing, and said plans shall include at a minimum:

a. accurate measurements for depth and width in several locations in the vicinity of the proposed dock.

b. channels, shoals, obstructions, dock, markers and proposed improvements.

c. accurate location of the applicant's shoreline, and the opposing shoreline with corresponding measurements.

d. riparian lines.

e. other site specific information

(10) In waterbodies of less than 100 feet in width, owners of property on the opposing shore to the proposed construction shall be provided with written notification of the proposed construction. Any objections received will be reviewed by the Harbors and

Waterways Board in its recommendations to the city council.

(11) ~~(10)~~ Where multiple slips extend from the shore and on multiple slip docks and for any slip in a canal, aerators or circulation devices shall be required as determined by the city. Such devices shall be required where it is determined that circulation is deemed to be interfered with by the proposed facilities.

(12) ~~(11)~~ Shorelines shall require protection from erosion as determined by the city.

(13) ~~(12)~~ A net positive environmental benefit (NPEB), equal to twenty-five (25) percent of the ~~project valuation~~ cost of construction shall be made within the Destin harbor by the permittee prior to ~~completion~~ issuance of a building permit for each construction project authorized by this article.

(14) ~~(13)~~ No permit shall be issued by the city until the applicant obtains all authorizations and permits from federal and state agencies and until NPEB funds are paid, if applicable.

(15) ~~(14)~~ All applicants shall apply to the city and must receive preliminary approval for the proposed construction prior to taking any other action. Preliminary approval shall be considered for issuance by the city council after the review and recommendations of the board. If the application is for joint ownership of a dock, the applicant must obtain written permission from all title of record owners and long-term lessees of the abutting upland property. Upon approval of all appropriate federal and state agencies, final approval from the city council shall be obtained before a permit is issued.

(16) ~~(15)~~ The following procedures shall apply to transferring permits:

a. The permit is not transferable without the written consent of the city, which consent shall not be unreasonably withheld. The city manager or his designee shall determine transferability upon recommendation of the board. The decision may be appealed to the city council.

b. Whenever, during a construction project, a

permittee transfers title of record to the abutting upland property or leases that property by long-term lease, a request by the original permittee shall be made to the city to transfer the permit. Forms for this purpose may be obtained from the city. Failure to apply for such a transfer within thirty (30) days from the date that the abutting upland property is sold or conveyed by long-term lease will result in an additional fee being charged to the original permittee by the city.

c. At the time of transfer, all construction shall be inspected for compliance with the city's minimum plumbing, electrical and structural requirements and for compliance with the conditions of the existing permit. Fees for such inspections are set forth in article XII of chapter 6 of this Code. All deficiencies shall be corrected prior to final transfer of the dock.

(17) ~~(16)~~ All construction ~~on~~ in the harbors or waterways of Destin shall require a permit from the city.

(18) ~~(17)~~ The permittee shall be responsible for personal injury or property damage which arises from construction and use of the project to the extent provided by common law.

(19) ~~(18)~~ The city shall retain the right to revoke any permit issued under this article if the health, safety or welfare of any person or property is in jeopardy, or for any other good cause. If the permittee fails to remove such structure within the time specified upon revocation of the permit, the city shall have the right to immediately remove the same at the cost and expense of the permittee. Good cause shall include, but not be limited to, violation of any permit condition, or any provision of this article.

~~(19) All building permits shall expire within six (6) months from the date of issuance.~~

(19) ~~(20)~~ Upon completion of a dock or other structure requiring a construction permit, a final inspection shall be conducted by the city. After the final inspection is complete, a certificate of occupancy will be issued which shall be a permanent permit for such dock or structure.

SECTION 5-57 Liveaboards. Except in an emergency, no person(s)

shall live aboard any boat in Destin Harbors or waterways of Destin for a period exceeding forty-eight (48) hours without notifying ~~the harbor master~~ the Environmental Officer or other city official as designated by the City Manager and receiving a registration permit. In cases of an emergency, such notification shall be given to the harbor master within three (3) hours after the immediate emergency situation ceases. Proof that each liveaboard boat has an operable holding tank must be furnished to the harbor master at the time of notification. All liveaboards must comply with all applicable regulations of the United States Coast Guard, Florida Marine Patrol and City of Destin.

SECTION. 5-58. Joint ownership docks. Permits may be granted for joint ownership of a dock at the ~~prolongation of common lot lines,~~ common riparian boundary subject to the following conditions:

(1) No permits shall be granted to persons other than the title of record owner or long-term lessee of the abutting upland property.

(2) The permit application must be signed by the title of record or long-term lessee of all abutting upland property having access to the facility.

(3) The permit shall provide that all parties shall have equal rights under the permit and shall be held jointly responsible for compliance with all rules, regulations and conditions set forth in the permit and this article.

(4) The regulations for setbacks apply to joint ownership docks with the exception that docks may be extended over the common property lines.

SECTION 5-59. Permit waiver for maintenance and cosmetic improvements. The city manager or his designee, after considering the recommendation of the board, may issue permits within ~~Destin Harbor~~ the Harbor and waterways of Destin for which maintenance or cosmetic improvement is accomplished to existing facilities and no construction permit is required. No permit shall be issued for facilities which do not conform to the standard harbor drawings and the adopted harbor policies.

SECTION 5-60. Registration of structures. All existing docks, seawalls and bulkheads located within ~~Destin Harbor~~ the Harbor and waterways of Destin shall be registered with the city as follows:

(1) The title of record or long-term lessee of all existing structures as of November 2, 1987, shall register such structure with the city.

(2) Each structure shall be reregistered upon any change in

ownership or long-term lessee of the abutting upland property.

(3) The city shall be notified upon the expiration of an existing long-term lease by the title of record owner of the abutting upland property.

(4) The city shall be notified by the title of record owner and long term lessee of the abutting upland property upon the destruction of fifty (50) percent of the replacement value of the structure. The city shall maintain a registration of all docks, seawalls and bulkheads located within Destin Harbor.

SECTION 5-61. Exceptions. Exceptions from the provisions of this article may be granted by the board of adjustment where local conditions impede placement of slips near or next to the shoreline and it would be environmentally damaging to permit dredging. A dock and pilings may extend beyond the limits proscribed by subsections (11) and (12) of section 5-55 so long as the structure does not create a hazard to navigation and so long as no additional slips are obtained than would otherwise fit into a dock of the maximum size allowed without the exception.

SECTION 5-62. Reconstruction of existing facilities. As to existing facilities which are damaged by accidents, vandalism, ordinary wear and tear or acts of God, the provisions of subsections (5), (6), ~~(11) and (12)~~ (12) and (13) of section 5-55 shall not be applicable to reconstruction so long as the damaged facilities are reconstructed in the same or lesser dimensions, and so long as the construction permit is applied for from the city within six (6) months of sustaining damage.

SECTION 5-63. Inspection and repairs. All construction shall be inspected by the city building inspector for compliance with applicable building codes. The permittee shall be responsible for the condition and repair of permitted docks and failure to maintain such docks in a safe condition shall constitute grounds for revocation of the permit.

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 be effective upon its adoption by City Council and signature of the ~~Chairman~~ Mayor.

NOTE: Additions are underlined; deletions are ~~stricken.~~

ADOPTED: November 7 1994
DATE

BY: Gary L. Alden
Gary L. Alden
Mayor

ATTEST:

Philip G. Cook
Philip G. Cook
City Manager

SEAL

Carolyn L. Garrett
Carolyn L. Garrett
City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.

Robert E. McGill
Robert McGill, City Attorney

First Reading 10-17-94

Second Reading 11-7-94

ORDINANCE NO. 275

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RELATING TO CREATION OF A DESTIN HARBOR STORMWATER TRUST FUND; PROVIDING FOR AUTHORITY; PROVIDING FOR CONTRIBUTIONS TO THE DESTIN HARBOR STORMWATER TRUST FUND IN LIEU OF MITIGATION PAYMENTS TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR A SEPARATE BANK ACCOUNT FOR DESTIN HARBOR STORMWATER TRUST FUNDS; PROVIDING THAT THE CITY ADMINISTER AND MONITOR THE TRUST FUND; PROVIDING FOR CONSTRUCTION AND MAINTENANCE OF A STORMWATER RETRO FIT FACILITY; PROVIDING FOR A MAINTENANCE BUDGET; PROVIDING FOR USE OF EXCESS FUNDS FOR OTHER WATER QUALITY PROGRAMS TO BENEFIT DESTIN HARBOR; PROVIDING FOR ACCESS BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO ALL CITY FINANCIAL AND OPERATING RECORDS RELATING TO THE DESTIN HARBOR STORMWATER TRUST FUND; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the harbor in the City of Destin (hereinafter the "harbor") has experienced significant water quality degradation over the past 50 years from a variety of uncontrolled sources, including untreated stormwater; and

WHEREAS, the City and the Florida Department of Environmental Protection (hereinafter referred to as "DEP") recognize that the harbor is a vital economic resource of the City due to its unique location and use for recreational, sport and commercial fishing vessels; and

WHEREAS, the City, in coordination with the Northwest Florida Water Management District and DEP has implemented a pumping system to attempt to improve water quality in the Destin Harbor caused by past pollutant loading; and

WHEREAS, Section 5-55 (12) of the Code of Ordinances of the City of Destin limits the number of boat slips within the harbor and creates a harbor master to protect the harbor; and

WHEREAS, the City is committed to further restoration measures and protection of the harbor by establishing a stormwater treatment facility and maintenance program to correct and treat currently untreated stormwater discharging into the harbor from Highway 98 and its surrounding drainage basins; and

WHEREAS, the City is desirous of creating a separate trust fund to construct and maintain facilities to treat stormwater discharge from U.S. Highway 98 and its surrounding drainage basins.

BE IT ORDAINED by the City Council of Destin, Florida, as follows:

SECTION 1. PROVIDING FOR AUTHORITY. The authority for enactment of this ordinance is Article 1, Section 1.01(b) of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. MITIGATION FUNDS. Any funds required by the DEP to be paid to the City of Destin in lieu of mitigation as defined in Section 373.414(1)(b), Florida Statutes by an applicant to construct or rehabilitate commercial or multi-family residential boat slips in the harbor shall be deposited into the Destin Harbor Trust Fund. These funds are to offset mitigation for water quality impacts pursuant to Section 403.918(2)(b), Florida Statutes.

SECTION 3. CREATION OF BANK ACCOUNT The City shall create a separate interest bearing trust account entitled "Destin Harbor Stormwater Trust Fund", and all mitigation funds received for new commercial, multi-family or residential boat slips shall be deposited directly into this bank account. The funds placed in this bank account shall not be commingled with any other funds of the City of Destin.

SECTION 4. ADMINISTRATION OF TRUST FUNDS The City shall monitor the construction and maintenance of the stormwater treatment facilities. The City Finance Officer shall file a report to the City Council on a semi-annual basis concerning the budget for the Destin Harbor Stormwater Trust Fund.

The City Finance Officer shall keep detailed accounting records of the use of Destin Harbor Stormwater Trust Funds which conform with generally accepted accounting principals and such records shall be maintained by the City for at least five years. The City shall provide complete access to the Florida Department of Environmental Protection of all of its records which in any way relate or pertain to the Destin Harbor Stormwater Trust Fund. As part of its record keeping and budget report, the City shall submit an annual report to the Florida Department of Environmental Protection for the previous fiscal year (October 1 through September 30) and said report shall be delivered to the Florida Department of Environmental Protection on June 1 of every year.

SECTION 5. STORMWATER TREATMENT FACILITIES. The City shall use funds from the Destin Harbor Stormwater Trust Fund account for the construction and maintenance of stormwater treatment facilities, which will treat the stormwater discharge from U.S. Highway 98 and other drainage basins prior to entering the harbor. The construction of the treatment facilities shall be in accordance with plans and specifications provided by the Florida Department of Transportation and approved by the Florida Department of Environmental Protection. Exhibit "A" attached to this ordinance and made a part hereof shows the approximate locations of the three outfalls and the approximate basins for each treatment facility.

SECTION 6. MAINTENANCE OF THE STORMWATER FACILITIES. After the construction of the aforementioned stormwater treatment facilities, funds remaining in Destin Harbor Stormwater Trust Fund account shall be used for the maintenance of the stormwater

treatment facilities. After one year of operation, an annual budget for the maintenance of the facilities for the following year shall be established. The annual budget shall be approved by the City Council.

SECTION 7. USE OF EXCESS FUNDS FOR GENERAL HARBOR RESTORATION. After the aforementioned annual budget is established and approved for the next year, then any funds collected during the subsequent year and deposited in the Destin Harbor Stormwater Trust Fund account in excess of the required budget for annual maintenance of the stormwater facilities and construction of any additional stormwater facilities, if necessary, may be used by the City for other water quality programs benefitting the harbor.

SECTION 8. SEVERABILITY Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or revision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 10. EFFECTIVE DATE This ordinance shall be effective upon its adoption by City Council and signature of the Mayor.

ADOPTED: July 3 1995

BY: Gary L. Alden

Gary L. Alden, Mayor

ATTEST:

Philip G. Cook, City Manager

Carolyn Lee Garrett, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.

Robert E. McGill, III
City Attorney

First Reading: 6-19-95
Second Reading: 7-3-95

H:\CtyClerk\Ord275.Doc

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Lee.

rd. 8/22/95

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MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into this 7th day of August of 1995 by and between the Florida Department of Environmental Protection (hereinafter "DEP") and the City of Destin (hereinafter "City"), a political subdivision of the state of Florida.

Article 1. Background and objectives.

WHEREAS, Destin Harbor has experienced significant water quality degradation over the past 50 years from a variety of uncontrolled sources, including untreated stormwater; and

WHEREAS, the City and DEP recognize that Destin Harbor is a vital economic resource of the City due to its unique location and use as a harbor for recreational, sport and commercial fishing vessels; and

WHEREAS, the City, in coordination with the Northwest Florida Water Management District and DEP has implemented a pumping system to attempt to improve water quality in the Destin Harbor caused by past pollutant loading; and

WHEREAS, Section 5-55 (12) of the City's Code of Ordinances limits the number of boat slips within the harbor, and the City has created a harbor master position to police and protect Destin Harbor; and

WHEREAS, the City is committed to further restoration measures and protection of Destin Harbor by implementing a stormwater retrofit and maintenance program to correct and treat currently untreated stormwater discharging into Destin Harbor from Highway 98; and

WHEREAS, the City has made application to Florida Department of Transportation for an ISTEA grant in the amount of FOUR HUNDRED AND FIFTY THOUSAND DOLLARS ($450,000), which is independent of the DEP's wetland resource permitting actions, to begin the

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process of designing a specific stormwater treatment system to treat stormwater prior to discharge off of U.S. Highway 98 into Destin Harbor; and

WHEREAS, the City has adopted an ordinance, which creates the Destin Harbor Stormwater Trust Fund and which is specifically designated for the funding and implementation of a stormwater retrofit program of untreated stormwater discharge off of U.S. Highway 98 in Destin Harbor; said ordinance does not assess a fee on single family docks and further provides that older docks, which do not increase the number or size of slips in the Destin Harbor will be charged no fee; and

WHEREAS, the funding will include the assessment of a fee in an amount to be determined by the DEP for each new commercial or multifamily residential slip which may only be used for the construction and maintenance of stormwater treatment facilities discharging into Destin Harbor, and which facilities must be approved by the DEP and permitted under Part IV of Chapter 373, Florida Statutes and Title 62 of the Florida Administrative Code; and

WHEREAS, DEP recognizes that the approved program may be offered in lieu of mitigation by an individual applicant to construct or rehabilitate commercial or multifamily slips by making deposits to the previously mentioned trust fund for stormwater retrofit.

NOW, THEREFORE in consideration of the premises and covenants contained herein, the parties agree as follows:

Article 2. Statement of Work.

1. The City shall be responsible for the collection of the fees required in Ordinance No. 275 adopted by the City and agreed to by DEP as set forth in the stormwater retrofit

ordinance. Said funds shall be deposited by the City into the City Destin Harbor Stormwater Treatment Fund (DHSTF) and shall not be co-mingled with any other City funds.

2. The City may only disburse funds from the DHSTF in accordance with the provisions of the ordinance for the specific purpose of constructing stormwater treatment facilities and maintenance thereof as set forth in Ordinance 275.

3. In the event it is determined the City has excess funds exceeding the amount needed for the construction and maintenance of the stormwater facilities, which facilities must be approved by the DEP and permitted under Part IV of Chapter 373, Florida Statutes and Title 62 of the Florida Administrative Code, the City may disburse any excess funds for other water quality improvement projects benefitting the harbor as mutually agreed to by the City and DEP.

4. The City shall keep detailed accounting records which conform with generally accepted accounting principles which shall include but not be limited to cash receipt journal, cash disbursement journal, general ledger and all other subsidiary ledgers as reasonably necessary. All such reports shall be retained by the City for at least fifteen years from the execution of this Agreement.

5. The City shall provide access to all its records which relate to this Agreement and agrees to provide such assistance as necessary to facilitate their review when necessary by DEP to insure compliance with the County and financial standards. DEP shall have the right to access all such records for for at least fifteen years from the execution of this Agreement.

6. The City shall make all records or documents which relate to this Agreement available to DEP at the official office of the City during regular business hours.

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7. Nothing in this Agreement shall be construed as relieving any party or individual applicant of the duty to comply with other applicable federal, state or local laws, regulations or ordinances either presently in existence or as may be amended or delegated to DEP in the future.

Article 3. Term of the Agreement Extension.

A. Initial Term. This Agreement shall be for an initial term of ten years beginning from the date of execution.

b. Extension Terms. This Agreement may be extended upon the same terms and conditions by mutual written agreement of both parties.

C. Continuation of this Agreement in whole or in part will be contingent upon the availability of funds.

Article 4. Key Officials.

THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION:

The Secretary or authorized delegatee will provide review and approval of all terms of all agreements and will exercise the authority to approve conduct of any cooperative projects with regards to the conditions contained herein. The Chief of the Bureau of Submerged Land and Environmental Resources shall act as the authorized technical representative for DEP with regard to the technical scope of this Agreement. DEP shall provide written notice to the City of any changes in key officials within four weeks of any such change.

THE CITY OF DESTIN:

The City Planning Director shall act as the authorized technical representative for the City with regard to the technical scope of this Agreement. The City shall provide written

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notice to DEP of any changes in authorized technical representatives within four weeks of such change.

1. Semiannual reports shall be generated by the City concerning implementation of the stormwater retrofit program as approved by the DEP.

2. The City shall provide to DEP a semiannual statement, in writing showing the net amount remaining in the DHSTF.

3. The City shall submit an annual report to DEP for the previous fiscal year, October 1 through September 30, due June 1 of every year thereafter detailing the amount of monies collected and disbursed, including any disbursement to the City for administrative costs concerning implementation of this Agreement.

Article 5. Amendment.

This Agreement may be modified by amendment upon mutual written agreement of both parties.

Article 6. Termination.

A. This Agreement shall terminate automatically unless the same is extended pursuant to Article 3 by mutual written agreement prior to expiration of the date of this Agreement. If there is money left in the fund at the time of termination, then all monies must be disbursed to implementation of any part of the proposed stormwater treatment facility or other mutually agreed upon water quality improvement program benefitting the harbor.

B. This Agreement may be terminated by mutual agreement of the parties at any time provided that all monies have been committed and/or disbursed to implementation of any part

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of the proposed stormwater treatment facility or other mutually agreed upon water quality improvement program benefitting the harbor.

Article 7. Notices.

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified return receipt requested to the parties as follows: P.O. Box 399, Destin, Florida 32540, for the City, 2600 Blair Stone Road Tallahassee, FL 32399 for DEP, or to such other address as hereinafter be provided by parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Post Office on the return receipt.

Article 8. Venue.

Any litigation hereunder shall be brought in the applicable state or federal courts in Okaloosa or Leon County, Florida. The terms and conditions set forth in this Agreement may be enforced in a court of competent jurisdiction as provided by Florida law.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last day and year noted below.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____ for
Virginia B. Wetherell, Secretary

Date: 8/14/95

CITY OF DESTIN

By: _____
Mayor

Date: 8-9-95

Attest: Carolyn Lee Garrett

Deputy Clerk

Approved by the DEP Attorney
for form and legal sufficiency:

Approved by the City Attorney
for form and legal sufficiency:

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OUTLINE
STORMWATER MANAGEMENT
CITY OF DESTIN

Presented to Weekly Management Meeting, Friday, March 26, 1999
by Charles L. Meister, P. E., City Engineer

Article XV, Stormwater Management, (Ordinance 044.1) of the City's Code of Ordinances includes the following:

Sec. 6-346. Findings of Fact.

The City Council finds the following:

1) Water resources of the City are critical to the public health, safety and welfare.

2) Uncontrolled stormwater runoff causes pollution, erosion, sedimentation and floodings, and adversely affects potable fresh water sources for the City.

3) Uncontrolled stormwater runoff may flow into Destin Harbor, which is a vital resource to the City.

4) Improperly channeling water increases the velocity of surface water runoff, thereby increasing erosion and sedimentation.

5) Construction requiring the alteration of natural topography and removal of vegetation tends to increase erosion.

6) Increases in the amount of impervious surface associated with urban development add to surface water runoff and contribute to flooding unless specifically counteracted by appropriate stormwater management practices.

Sec. 6-347. Purpose

The purpose of this chapter (article) is to protect water quality and control ground erosion by containing the maximum volume of stormwater runoff possible on the development site.

The Ordinance goes on to include definitions of terms, words, and phrases pertaining to the Ordinance and its use.

The Ordinance (Sec 6-351) requires a stormwater management plan to be filed with all projects whether City Council approval is required or not and includes a minimum slab elevation for all structures of 9" above the crown of the nearest street. General requirements include twenty-five (25) required performance standards. The basic performance standards are that the runoff from the first 1" of rainfall from the entire project area shall be retained or detained with filtration on site regardless of the amount of rainfall and that 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 waterbody

of sufficient size to mitigate any impact from the increased rate of flow. Additionally, erosion and sedimentation facilities shall receive regular maintenance to ensure that they continue to function properly and all sediment shall be retained on the site of the development.

The Ordinance (Sec 6-353) then defines the minimum content of stormwater management plans. There are seven (7) specific components required in all stormwater management plans. Briefly, there are:

1) Applicant identity.
2) Location map.
3) Existing environmental and hydrologic conditions of the site.
4) Proposed alterations of the site.
5) All components of the drainage system, including detention, retention, infiltration shall be described in detail.
6) Stormwater analysis based upon a 25 year design frequency FDOT storm.
7) Detailed construction plans and specifications for all components of the stormwater management system prepared, signed, and sealed by a professional engineer registered in Florida.

Finally, the Ordinance summarizes permit application procedures, plan adherence, maintenance, and inspections. Any deviation in the final construction from the approved plans shall constitute grounds for withholding final inspection approval and the certificate of occupancy.

Sec 6-357. Inspections

Prior to conducting a final inspection and issuing a certificate of occupancy for any structure requiring a stormwater management plan, the City Engineer shall ensure that all stormwater systems are provided as shown on the approved plans. Failure to provide such stormwater systems shall constitute sufficient grounds for denial of a certificate of occupancy. The developer's engineer, or a registered professional engineer, shall also provide stormwater certification that states the stormwater facilities have been constructed in accordance with the approved stormwater management plan.

Exceptions: See City Operating Instruction (OI) ENG 01, February 18, 1999

All accessory structures (single and two family properties only) up to including 150 square feet (sf), slabs, patios, decks, parking areas, or driveways and additions (up to and including 150 sf of added impervious area) are exempt from stormwater concurrency requirements.

Final Note: (see City Engineer memo dated July 7, 1998, revised 1/21/99) - City Engineer has designed a stormwater concurrency chart that may be used by developers for small impervious (750 sf or below). This saves the cost of engineering for small projects.

RECEIVED
DATE 2-19-99
DESTIN PUBLIC WORKS/ENGINEER
SIGN

City of Destin
4200 Two Trees Road
Destin, Florida 32541

City Operating Instruction ENG 01
Date: February 18, 1999

STORMWATER CONCURRENCY

Stormwater concurrency exceptions for single and two family properties. This Operating Instruction (OI) establishes procedures for stormwater concurrency requirements when issuing building permits for accessory buildings or other impervious areas to be added to the principal use of the property.

REFERENCES: Comprehensive Plan, City of Destin:
Policy 10.C.1.2
Policy 10.D.2.3
Memorandum, David A. Theriaque, P.A. to Larry Rubenstein, City Manager dated February 10, 1999.

1. GENERAL: This OI provides for permitting of all accessory structures, up to and including 150 sf in plan area, slabs, patios, decks, parking areas, or driveways and additions (up to and including 150 sf of added impervious area) without stormwater concurrency requirements since they are excluded from the definition of "development" in Florida Statutes. The intent and use of this OI does not impact other City Code requirements such as required setbacks, zoning requirements, building requirements or slab elevation for structures.

2. PROCEDURES:

A. Building permit applications shall contain or have adequate attachments to allow all reviewing departments sufficient information to clearly determine whether the proposed activity qualifies for a stormwater concurrency exception under this OI. No exception shall be granted unless adequate documentation is provided by the applicant. Adequate is obviously a judgement call, and shall ultimately be determined by the City Manager.

B. All standard permitting procedures and processes shall be followed; i.e., permit application shall be routed through Community Development, Engineering, and the Building Department for approval.

C. The use of this OI is limited to providing exceptions to meeting stormwater concurrency requirements for accessory structures as defined above only. All other Concurrency, Code or Building Department regulations and criteria shall apply. These other regulations and criteria include setbacks, encroachments, easements, structural integrity, slab elevation, and any other applicable code and concurrency requirements.

Office of Primary Responsibility: Engineering
Distribution: Mayor, City Council, City Manager, Community Development, Building Official and file

D. APPEALS: The determination of application adequacy shall rest with the City of Destin. If the applicant alleges that an error has been made, the dispute shall be taken before the Board of Adjustment in accordance with Article 2.15 of the Land Development Code.

Larry J. Rubenstein
City Manager

1 Atch
1. Memorandum David A. Theriaque, P. A. dated February 10, 1999 (7 pp)

DAVID A. THERIAQUE, P.A.
ATTORNEYS AT LAW

837 EAST PARK AVENUE
TALLAHASSEE, FLORIDA 32301

TELEPHONE: (850) 224-7332
FACSIMILE: (850) 224-7662

FEB 1999
RECEIVED
CITY MANAGER'S
OFFICE

MEMORANDUM

TO: LARRY RUBENSTEIN
CITY MANAGER

FROM: DAVID A. THERIAQUE DAT
CITY LAND USE ATTORNEY

DATE: FEBRUARY 10, 1999

RE: STORMWATER CONCURRENCY EXCEPTIONS FOR SINGLE-FAMILY PROPERTIES

Issue:

You have requested that I analyze whether accessory structures for single-family dwellings must comply with the stormwater concurrency requirements of the City's Comprehensive Plan. Based upon the express definition of "development" in Chapters 163 and 380, *Florida Statutes*, it is my opinion that accessory structures for single-family dwellings are not required to comply with the stormwater concurrency requirements of the City's Comprehensive Plan.[1]

Analysis

Policy 10.C.1.2 and Policy 10.D.2.3 of the City's Comprehensive Plan establish stormwater concurrency requirements. Policy 10.C.1.2 states that:

> The City shall continue to require *all new development* to retain or detain by filtration the first inch of stormwater runoff on site for a maximum of a twenty-five (25) year storm event (reference City Code, Chapter 6, Article XV and the Northwest Florida Coast Resource Management Plan.

(Emphasis supplied). Policy 10.D.2.3 states that:

> The LOS standards for drainage shall be:

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[1] This analysis is limited to the applicability of the stormwater concurrency requirements of the City's Comprehensive Plan, and does not address any such requirements that may be contained in other regulations promulgated by the City Council.

a: Retain the first inch of run-off on-site; and

b. Post development run-off shall not exceed the pre-development run-off rate for a 25 year storm event, up to and including an event with a 24-hour duration.

Note: The LDC shall include design and performance standards pursuant to Section 17-25.025, F.A.C. and Section 17-3.051, F.A.C. In addition, it is intended that all standards in these citations are to apply to ***all new development*** and redevelopment and that any exemptions or exceptions based on project size thresholds are not applicable.

(Emphasis supplied).

The threshold issue regarding the applicability of these two Policies is what constitutes "development." Although the City's Comprehensive Plan does not contain a definition for "development, section 3.01 of the Comprehensive Plan expressly adopts the definitions contained in Chapter 163, Part II, *Florida Statutes*, and Chapter 9J-5, *Florida Administrative Code*. Section 163.3164(6) defines "development" by reference to section 380.04, *Florida Statutes*. Section 380.04(1) provides a generalized definition of "development":

> The term "development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

This broad definition is subsequently narrowed to expressly exclude:

> The use of any structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling.

Section 380.04(3)(d).

It is my opinion that storage/utility sheds that are constructed as an accessory structure to a dwelling fall within the scope of the exclusion set forth by section 380.04(3)(d). Accordingly, storage/utility sheds would not qualify as "development" for the purposes of Policy 10.C.1.2 and Policy 10.D.2.3 of the City's Comprehensive Plan. Thus, storage/utility sheds would not be subject to the stormwater concurrency requirements of the City's Comprehensive Plan. Moreover, this exception would not be limited to just storage/utility sheds, but would also apply to any other use that is customarily incidental to the enjoyment of a dwelling.

Policy 10.B.1.4 - The City shall include level of service standards for solid waste collection within its Land Development Code and shall ensure the maintenance of level of service standards through implementation of the Concurrency Management System (reference Chapter 6).

Policy 10.B.1.5 - The level of service standards for solid waste within the City of Destin shall be five (5) pounds per capita per day.

Policy 10.B.1.6 - By March 1st of each year, the City shall express to the legislative delegation its desire and commitment to see the delegation sponsor and pass a "bottle" bill. Specifically, the City believes it to be in the City's interest, as well as the interest of the State of Florida, for the State to enact legislation requiring refundable deposits.

Policy 10.B.1.7 - The City shall continue to participate in the Okaloosa County recycling program so that a reduction in the solid waste stream going to landfills or the transfer station is achieved. Note: The program is designed to remove at least 30% of the solid waste from the waste stream. Significantly, as of the adoption date of this ordinance, the program is experiencing an approximate 75% participation rate.

Section 10.06 Storm Water Drainage Goals, Objectives and Policies: The Goals, Objectives and Policies for storm water drainage are as follows:

Goal 10.C - Minimize stormwater run-off into Destin Harbor.

Objective 10.C.1 - Eliminate fifty percent (50%) of the stormwater borne pollutants (based on 1987 levels) from the Harbor by 2000.

Policy 10.C.1.1 - The City will cooperate with the Department of Transportation and the Department of Environmental Regulation to implement the stormwater recommendations of the Harbor Management Plan (reference Chapter 7 of the Foundation Documents, Exhibit B, Destin Harbor Management Plan).

Policy 10.C.1.2 - The City shall continue to require all new development to retain or detain by filtration the first inch of stormwater runoff on site for a maximum of a twenty-five (25) year storm event (reference City Code, Chapter 6, Article XV and the Northwest Florida Coast Resource Management Plan).

Policy 10.C.1.3 - The City shall continue its periodic inspection program of stormwater control structures to insure the proper functioning of such structures.

stormwater management system which operate in an environmentally unsound manner;

b. The economic impact (cost/benefit analysis) of replacement or upgrade of deficient components with particular emphasis upon the creation of environmentally safe systems;

c. Analysis of the ecological impact of continued disposal of stormwater from the systems identified in (a) above; and

d. Recommended dates for the completion of any improvements which may be identified in the study.

The study and report, together with recommended improvements to the stormwater management system, shall be presented to the committee appointed pursuant to Policy 14.A.3.6 so that it may include the recommendations within its report due to the LPA on October 1st of 1993 (reference Section 14.06).

The City shall amend its Comprehensive Plan to implement the recommendations of the study and the committee upon promulgation of such recommendations.

Objective 10.D.2 - Provide drainage facilities concurrent with demand created by future development upon adoption of the LDC (reference Policy 7.A.1.4 and Chapter 6 of this Ordinance).

Policy 10.D.2.1 - Installation of drainage facilities made necessary by new development shall be the responsibility of the developer (reference Policy 14.A.4.2).

Policy 10.D.2.2 - The Land Development Code shall contain regulations relating to stormwater management practices which are consistent with the resource management plan (reference Policy 7.A.1.5).

Policy 10.D.2.3 - The LOS standards for drainage shall be:

a. Retain the first inch of run-off on-site; and

b. Post development run-off shall not exceed the pre-development run-off rate for a 25 year storm event, up to and including an event with a 24-hour duration.

Note: The LDC shall include design and performance standards pursuant to Section 17-25.025, F.A.C. and Section 17-3.051, F.A.C. In addition, it is intended that all standards in these citations are to apply to all new development and redevelopment and that any exemptions or exceptions based on project size thresholds are not applicable.

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resources; and to maintain, through orderly growth and development, the character and stability of present and future land use and development in this state.

(8) It is the intent of the Legislature that the repeal of ss. 163.160 through 163.315 by s. 19 of chapter 85-55, Laws of Florida, shall not be interpreted to limit or restrict the powers of municipal or county officials, but shall be interpreted as a recognition of their broad statutory and constitutional powers to plan for and regulate the use of land. It is, further, the intent of the Legislature to reconfirm that ss. 163.3161 through 163.3215 have provided and do provide the necessary statutory direction and basis for municipal and county officials to carry out their comprehensive planning and land development regulation powers, duties, and responsibilities.

(9) It is the intent of the Legislature that all governmental entities in this state recognize and respect judicially acknowledged or constitutionally protected private property rights. It is the intent of the Legislature that all rules, ordinances, regulations, and programs adopted under the authority of this act must be developed, promulgated, implemented, and applied with sensitivity for private property rights and not be unduly restrictive, and property owners must be free from actions by others which would harm their property. Full and just compensation or other appropriate relief must be provided to any property owner for a governmental action that is determined to be an invalid exercise of the police power which constitutes a taking, as provided by law. Any such relief must be determined in a judicial action.

History.—ss. 1, 2, ch. 75-257; ss. 1, 20, ch. 85-55; s. 1, ch. 93-206.

163.3164 Definitions.—As used in this act:

(1) "Administration Commission" means the Governor and the Cabinet, and for purposes of this chapter the commission shall act on a simple majority vote, except that for purposes of imposing the sanctions provided in s. 163.3184(11), affirmative action shall require the approval of the Governor and at least three other members of the commission.

(2) "Area" or "area of jurisdiction" means the total area qualifying under the provisions of this act, whether this be all of the lands lying within the limits of an incorporated municipality, lands in and adjacent to incorporated municipalities, all unincorporated lands within a county, or areas comprising combinations of the lands in incorporated municipalities and unincorporated areas of counties.

(3) "Coastal area" means the 35 coastal counties and all coastal municipalities within their boundaries designated coastal by the state land planning agency.

(4) "Comprehensive plan" means a plan that meets the requirements of ss. 163.3177 and 163.3178.

(5) "Developer" means any person, including a governmental agency, undertaking any development as defined in this act.

(6) "Development" has the meaning given it in s. 380.04.

(7) "Development order" means any order granting, denying, or granting with conditions an application for a development permit.

(8) "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

(9) "Governing body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government, however designated, or the combination of such bodies where joint utilization of the provisions of this act is accomplished as provided herein.

(10) "Governmental agency" means:

(a) The United States or any department, commission, agency, or other instrumentality thereof.

(b) This state or any department, commission, agency, or other instrumentality thereof.

(c) Any local government, as defined in this section, or any department, commission, agency, or other instrumentality thereof.

(d) Any school board or other special district, authority, or governmental entity.

(11) "Land" means the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land.

(12) "Land use" means the development that has occurred on the land, the development that is proposed by a developer on the land, or the use that is permitted or permissible on the land under an adopted comprehensive plan or element or portion thereof, land development regulations, or a land development code, as the context may indicate.

(13) "Local government" means any county or municipality.

(14) "Local planning agency" means the agency designated to prepare the comprehensive plan or plan amendments required by this act.

(15) A "newspaper of general circulation" means a newspaper published at least on a weekly basis and printed in the language most commonly spoken in the area within which it circulates, but does not include a newspaper intended primarily for members of a particular professional or occupational group, a newspaper whose primary function is to carry legal notices, or a newspaper that is given away primarily to distribute advertising.

(16) "Parcel of land" means any quantity of land capable of being described with such definiteness that its locations and boundaries may be established, which is designated by its owner or developer as land to be used, or developed as, a unit or which has been used or developed as a unit.

(17) "Person" means an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

(18) "Public notice" means notice as required by s. 125.66(2) for a county or by s. 166.041(3)(a) for a municipality. The public notice procedures required in this part are established as minimum public notice procedures.

(19) "Regional planning agency" means the agency designated by the state land planning agency to exer-

cation, variance, or other action having the effect of permitting development as defined in this chapter.

(5) "Downtown development authority" means a local governmental agency established under part III of chapter 163 or created with similar powers and responsibilities by special act for the purpose of planning, coordinating, and assisting in the implementation, revitalization, and redevelopment of a specific downtown area of a city.

(6) "Governmental agency" means:

(a) The United States or any department, commission, agency, or other instrumentality thereof;

(b) This state or any department, commission, agency, or other instrumentality thereof;

(c) Any local government, as defined in this chapter, or any department, commission, agency, or other instrumentality thereof;

(d) Any school board or other special district, authority, or other governmental entity.

(7) "Land" means the earth, water, and air above, below, or on the surface, and includes any improvements or structures customarily regarded as land.

(8) "Land development regulations" include local zoning, subdivision, building, and other regulations controlling the development of land.

(9) "Land use" means the development that has occurred on land.

(10) "Local comprehensive plan" means any or all local comprehensive plans or elements or portions thereof prepared, adopted, or amended pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, as amended.

(11) "Local government" means any county or municipality and, where relevant, any joint airport zoning board.

(12) "Major public facility" means any publicly owned facility of more than local significance.

(13) "Parcel of land" means any quantity of land capable of being described with such definiteness that its location and boundaries may be established, which is designated by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit.

(14) "Person" means an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

(15) "Regional planning agency" means the agency designated by the state land planning agency to exercise responsibilities under this chapter in a particular region of the state.

(16) "Rule" means a rule adopted under chapter 120.

(17) "State land development plan" means a comprehensive statewide plan or any portion thereof setting forth state land development policies.

(18) "State land planning agency" means the Department of Community Affairs and may be referred to in this part as the "department."

(19) "Structure" means anything constructed, installed, or portable, the use of which requires a location on a parcel of land. It includes a movable structure while it is located on land which can be used for housing, business, commercial, agricultural, or office purposes either temporarily or permanently. "Structure" also includes fences, billboards, swimming pools, poles, pipelines, transmission lines, tracks, and advertising signs.

(20) "Resource planning and management committee" or "committee" means a committee appointed pursuant to s. 380.045.

History.—s. 3, ch. 72-317; s. 1, ch. 79-73; s. 1, ch. 80-313; s. 1, ch. 83-308; s. 41, ch. 85-55.

380.032 State land planning agency; powers and duties.—The state land planning agency shall have the power and the duty to:

(1) Exercise general supervision of the administration and enforcement of this act and all rules and regulations promulgated hereunder.

(2)(a) Adopt or modify rules to carry out the intent and purposes of this act. Such rules shall be consistent with the provisions of this act.

(b) Within 20 days following adoption, any substantially affected party may initiate review of any rule adopted by the state land planning agency interpreting the guidelines and standards by filing a request for review with the Administration Commission and serving a copy on the state land planning agency. Filing a request for review shall stay the effectiveness of the rule pending a decision by the Administration Commission. Within 45 days following receipt of a request for review, the commission shall either reject the rule or approve the rule, with or without modification.

(3) Enter into agreements with any landowner, developer, or governmental agency as may be necessary to effectuate the provisions and purposes of this act or any rules promulgated hereunder.

History.—s. 1, ch. 77-215; s. 2, ch. 80-313; s. 42, ch. 85-55.

380.04 Definition of development.—

(1) The term "development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

(2) The following activities or uses shall be taken for the purposes of this chapter to involve "development," as defined in this section:

(a) A reconstruction, alteration of the size, or material change in the external appearance of a structure on land.

(b) A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land.

(c) Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any "coastal construction" as defined in s. 161.021.

(d) Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of land.

(e) Demolition of a structure.

(f) Clearing of land as an adjunct of construction.

(g) Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

(3) The following operations or uses shall not be taken for the purpose of this chapter to involve "development" as defined in this section:

(a) Work by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within the boundaries of the right-of-way.

(b) Work by any utility and other persons engaged in the distribution or transmission of gas or water, for the purpose of inspecting, repairing, renewing, or constructing on established rights-of-way any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like.

(c) Work for the maintenance, renewal, improvement, or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the structure.

(d) The use of any structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling.

(e) The use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry products; raising livestock; or for other agricultural purposes.

(f) A change in use of land or structure from a use within a class specified in an ordinance or rule to another use in the same class.

(g) A change in the ownership or form of ownership of any parcel or structure.

(h) The creation or termination of rights of access, riparian rights, easements, covenants concerning development of land, or other rights in land.

(4) "Development," as designated in an ordinance, rule, or development permit includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of subsection (1).

History.—s. 4, ch. 72-317; s. 2, ch. 83-308.

380.045 Resource planning and management committees; objectives; procedures.—

(1) Prior to recommending an area as an area of critical state concern pursuant to s. 380.05, the Governor, acting as the chief planning officer of the state, shall appoint a resource planning and management committee for the area under study by the state land planning agency. The objective of the committee shall be to organize a voluntary, cooperative resource planning and management program to resolve existing, and prevent future, problems which may endanger those resources, facilities, and areas described in s. 380.05(2) within the area under study by the state land planning agency.

(2) The committee shall include, but shall not be limited to, representation from each of the following: elected officials from the local governments within the area under study; the planning office of each of the local governments within the area under study; the state land planning agency; any other state agency under chapter 20 a representative of which the Governor feels is relevant to the compilation of the committee; and a water management district, if appropriate, and regional planning council all or part of whose jurisdiction lies within the area under study. After the appointment of the members, the Governor shall select a chair and vice chair. A staff member of the state land planning agency shall be appointed by the director of such agency to serve as the secretary of the committee. The state land planning agency shall, to the greatest extent possible, provide technical assistance and administrative support to the committee. Meetings will be called as needed by the chair or on the demand of three or more members of the committee. The committee will act on a simple majority of a quorum present and shall make a report within 6 months to the head of the state land planning agency. The committee shall, from the time of appointment, remain in existence for no less than 6 months.

(3) Not later than 12 months after its appointment by the Governor, the committee shall either adopt a proposed voluntary resource planning and management program for the area under study or recommend that a voluntary resource planning and management program not be adopted. The proposed voluntary resource planning and management program shall contain the committee findings with respect to problems that endanger those resources, facilities, and areas described in s. 380.05(2) and shall contain detailed recommendations for state, regional, and local governmental actions necessary to resolve current and prevent future problems identified by the committee. A major objective of the proposed voluntary resource planning and management program shall be the effective coordination of state, regional, and local planning; program implementation; and regulatory activities for comprehensive resource management. The committee shall submit the proposed voluntary resource planning and management program to the head of the state land planning agency, who shall transmit the program along with the recommendations of the agency for monitoring and enforcing the program, as well as any other recommendations deemed appropriate, to the Administration Commission.

(4) The Administration Commission shall by resolution approve, approve as modified, or reject the proposed voluntary resource planning and management program and state land planning agency recommendations; and the Administration Commission shall request each state or regional agency that is responsible for implementing a portion of an approved program to conduct its programs and regulatory activities in a manner consistent with the approved program. Each state and regional agency involved in implementing the program shall cooperate to the maximum extent possible in ensuring that the program is given full effect.

(5) The state land planning agency shall report to the Administration Commission within 12 months of the approval of the program by the commission concerning the implementation and the effects of the approved voluntary resource planning and management program. The report shall include, but shall not be limited to:

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OFFICE OF CITY ENGINEER

DATE: July 7, 1998 (Revised 1/21/99)

TO: ALL DEPARTMENTS

THRU: Jill Scroggs, Interim City Manager

FROM: Chuck Meister, City Engineer

NOTICE

Please be advised that future construction of <u>any</u> new development within Destin shall meet Stormwater Concurrency, as per the Comprehensive Plan. The Level of Service (LOS) standards are:

(a) Retain the first one inch (1") of stormwater runoff on site;
(b) Post-development runoff shall not exceed pre-development rate for a 25-year storm event, up to and including 24 hour duration.

No development will be approved unless there is sufficient drainage capacity to sustain the adopted LOS.

All development must have stormwater concurrency completed by a professional engineer. Small projects adding 750 sf and below of impervious area have the option of using the stormwater concurrency chart provided below by the City of Destin's Engineering Department, or utilizing a licensed professional engineer for the concurrency design.

Requirements for the use of this chart are all of the following:

(1) Swale/retention area(s) shall be sodded and shall have a 3:1 slope.

(2) Swale/retention area(s) shall be shown in close proximity of new development on site plan for approval by the City Engineer prior to obtaining a building permit.

(3) Area impacted by new development shall be regraded so stormwater runoff from the new impervious area shall go to the swale/retention area(s).

(4) Chart has 50 sf increments. If your new development area falls between the increment, the next higher increment shall be used.

This memorandum serves as a reminder that the City Engineer must have this information before permits are issued in order to ensure stormwater concurrency. Thanks for your help!

Charles L. Meister, P. E., City Engineer

REFERENCES

Comprehensive Plan for the City of Destin:
Chapter 10, Sections 10.06, 10.C.1.2, 10.D.1.1., 10.D.1.2, 10.D.2, and 10.D.2.3

Land Development Code for the City of Destin:
(Destin Ordinance 152) Article 6, Sec. 6.03; Article 10, Sec. 10.03.00
Article 15, Sec. 15.02.05 and 15.03.03

Code of Ordinances for the City of Destin:
Chapter 6, Art. XV. Stormwater, plus Ord. 044.1; Chapter 21. Zoning Regs. Art. II, Sec. 21-32 (f)

Charles L. Meister, P.E., City Engineer
Rev. 1/21/99

Area & depth based upon 3H to 1 vertical side slopes

New Impervious Area (sf)	Required Retention area (Top Area sf)	Depth of retention area (in.)/(mm)
50	50	4/102
100	100	3/76
150	100	5/127
200	144	5/127
250	144	5/127
300	144	5/127
350	225	4/102
400	225	5/127
450	225	5/127
500	325	4/102
550	325	5/127
600	325	5/127
650	325	5/127
700	400	5/127
750	400	5/127

Designed by: C L Meister

Charles L. Meister, P. E.
City Engineer, Destin, FL
FL Registration No. 8021

this 10th day of July, 1998.

CHARLES L. MEISTER
CERTIFICATE
NO. 8021
STATE
OF
FLORIDA
REGISTERED ENGINEER

\pwk\misc\chart.750

Comprehensive Plan NPEB

Policy 6-1.2.3: Protect Water Quality within Destin Harbor. Upland development impacting coastal resources and water quality within Destin Harbor shall be required to provide stormwater improvements and site design that ensures post-development runoff volume and water quality of receiving waters entering Destin Harbor meets or exceeds minimum standards established by the FDEP and Northwest Florida Water Management District (NWFWMD). For water-dependent development proposed over water within Destin Harbor, the City will continue to administer its Net Positive Environmental Benefit (NPEB) Program to assess such development a fee to support funding of infrastructure improvements that benefit or enhance water quality within Destin Harbor. Water-dependent development for purposes of this policy include marinas, boating facilities, construction supporting commercial or sport fishing, construction supporting marine activities, passenger ferries, boardwalks, and recreation-related activities. Net positive environmental benefits are the gains in environmental quality or other ecological properties attained by remediation or ecological restoration, less the environmental harm caused by those actions. The NPEB contribution shall be computed as 25% of the cost for construction occurring waterward from the mean high-water line. The NPEB fee shall only be assessed for those construction projects receiving necessary permits or exemption documentation from the Florida Department of Environmental Protection. Fees collected by the City shall be earmarked to a water quality improvement fund used only to pay for infrastructure improvements or ecological projects benefiting water quality or ecology within Destin Harbor. In lieu of payment of a fee used for water quality infrastructure improvements, the City may grant fee credit for stormwater improvements or other similar environmental projects implemented by property owners or developers if such improvement or project enhances or benefits water quality or the ecologic conditions within Destin Harbor above minimum standards established by the City and DEP.

ITEM # 2022-5677

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: lisa Firth, Parks & Rec Director
Ryan Reed, Deputy Parks/Rec Director

DATE: September 1, 2022

SUBJECT: Destin High School Request for a Baseball Field at Morgan Sports Field - Staff Update

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I. BACKGROUND: Destin High School attended the June 20, 2022 City Council meeting to request the conversion of Barracuda field at Morgan Sports Center to a regulation high school baseball field to hold practices, as well as home games for their baseball program. The City Council directed city staff to work with the high school in acquiring a more permanent location for the baseball facility, and to determine the exact cost to renovate the baseball field at Destin Elementary School to possibly serve as a temporary solution and address the present need of the high school.

On August 1, 2022 city staff brought to the council the cost to renovate the baseball field at Destin Sports Complex (Elementary). Meetings were also held between city staff, Destin High School and Destin Water Users over the proposed field at Morgan Sports Center.

The Parks and Recreation Committee held a meeting on August 2, 2022 and made a motion to recommend City Council have an agreement in writing with specifications of a date certain when the agreement ends to revert the fields back to what they were prior to that cost being paid by the school. On August 23, Destin High School presented the conversion of Barracuda field at Morgan Sports Center to the Parks and Recreation meeting. After discussion, the committee voted 3-2 to recommend the City Council to have Barracuda field converted at Morgan Sports Center.

II. DISCUSSION: Destin High School is requesting the conversion of Barracuda field at Morgan Sport Center for practices and games for their baseball program. They have submitted information regarding safety, scheduling, maintenance and the reconstruction of the current field to a regulation baseball field. The current cost of their proposal is $34,000

and the high school will incur these costs on their own.

Renovations at Destin Sports Complex (elementary) baseball fields would include repairs to the existing backstop,the first baseline fence, field lighting repairs, safety netting. (Mound construction and infield conditioning completed for last season practice). This price will be in the range of $40,000 to $50,000. Destin High School has already purchased the safety netting.

A. Submitted Drawings:

The drawings that were provided to city staff illustrate that the infield of Barracuda field will be extended into the current outfield, and a grass infield placed in the currently all clay infield. Safety netting will be installed along fence lines and will need to meet the code for installation, as well as approval from DWU on the placement of the poles.

As discussed with the Destin High School, base paths will still need to be clay for bases starting at 65', making the grass infield no longer 60'-63 feet to allow other age groups to still play on the field. This will also create a need for a portable mound to be used due to the multiuse of the field for multiple age groups. (The city does not own that size mound)

B. Permissions from Destin Water Users: Attachment

C. Morgan Sports Center Scheduling:

Destin High School is proposing practices from January thru April, with the times on Monday thru Friday being from 2:45pm - 4:45pm,and Saturdays with approval ahead of time. There will be 12 home game dates from February to the end of April. They are requesting the month of June for summer baseball improvement work, but with summer tournaments starting in June, this will not be possible at Morgan Sports Center (The Destin Sports Complex would be available on request). Recreation programs take priority at Morgan Sports Center and, depending on what programs are taking place, will dictate what set-ups need to occur. The times of these programs and participation levels will greatly impact the situation. When recreation programs are run along with DHS baseball season, it will limit the number of days available for games. Tuesday, Wednesday and Fridays are very busy at Morgan Sports Center. The City recreation programs that run during the proposed season are youth soccer, Little League, youth flag football, adult coed softball and adult men's softball. We also have baseball, soccer and lacrosse travel clubs that rent during this time, as well as weekend tournaments through the spring.

D. Pros/Cons:

i. By having the Destin High School baseball field at Morgan Sports Center, it would create a strong partnership between the City, Destin High School and the Community.

ii. With the field having the ability to be a regulation high school baseball field, it could bring in older age groups for the tournaments that we have during the summer through Perfect Game, 17 Tournaments and NCS Sports.

iii. There is also an opportunity to hold a high school baseball tournament on the field once converted, as well as a recreation baseball league. With the field at Destin Elementary having lights as well, we could possibly have two fields for a recreation program.

iv. There is more parking at Morgan Sports Center compared to Destin Sports Complex. However, when City recreation programs are occurring , parking may become a scenario depending on what days the games fall on.

v. Morgan Sports Center does have a scoreboard, as well as a concession stand, where the Destin Sports Complex does not.

vi. There is no storage at Morgan Sports Center for the High School to store equipment.

vii. A downside is that for our lacrosse and soccer tournaments, the grass outfield will be smaller, limiting the size of the field that you can place out there due to there being a larger clay infield.

A. Link to Strategic Goals / Objectives: Enhanced quality of life and safety for families

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Recreation Calendar
2. Rec. Program Narrative
3. DHS Barracuda Coversion Drawing
4. 2022-08-22 Net Post Impact Overlay (Baseball field fence)
5. DWU DHS Baseball Field at Morgan Sports Center email
6. DHS Invoices

December 26, 2022 - January 1, 2023

December 2022

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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25	26	27	28	29	30	31

January 2023

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Monday, December 26

2:30pm - 4:30pm DHS Soccer (US)

Tuesday, December 27

2:30pm - 4:30pm DHS Soccer (US)

Wednesday, December 28

2:30pm - 4:30pm DHS Soccer (US)

Thursday, December 29

2:30pm - 4:30pm DHS Soccer (US)

Friday, December 30

2:30pm - 4:30pm DHS Soccer (US)

Saturday, December 31

Sunday, January 1

January 2, 2023 - January 8, 2023

January 2023

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February 2023

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Monday, January 2

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Tuesday, January 3

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Wednesday, January 4

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, January 5

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Friday, January 6

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, January 7

Sunday, January 8

January 9, 2023 - January 15, 2023

January 2023

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February 2023

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Monday, January 9

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Tuesday, January 10

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Wednesday, January 11

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, January 12

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Friday, January 13

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, January 14

Sunday, January 15

January 16, 2023 - January 22, 2023

January 2023

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February 2023

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Monday, January 16

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Tuesday, January 17

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Wednesday, January 18

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 7:00pm Hawks** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, January 19

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Friday, January 20

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, January 21

Sunday, January 22

January 23, 2023 - January 29, 2023

January 2023

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February 2023

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Monday, January 23

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Tuesday, January 24

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Wednesday, January 25

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 7:00pm Hawks** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, January 26

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Friday, January 27

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, January 28

Sunday, January 29

January 30, 2023 - February 5, 2023

January 2023

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Monday, January 30

- ☐ **2:30pm - 4:30pm DHS Soccer** (US)
- ☐ **3:15pm - 5:15pm DHS Baseball** (BB)
- ☐ **3:15pm - 5:15pm DHS Softball** (Field F)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)

Tuesday, January 31

- ☐ **2:30pm - 4:30pm DHS Soccer** (US)
- ☐ **3:15pm - 5:15pm DHS Baseball** (BB)
- ☐ **3:15pm - 5:15pm DHS Softball** (Field F)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)

Wednesday, February 1

- ☐ **2:30pm - 4:30pm DHS Soccer** (US)
- ☐ **3:00pm - 4:30pm DHS Flag Football** (FF)
- ☐ **3:15pm - 5:15pm DHS Baseball** (BB)
- ☐ **3:15pm - 5:15pm DHS Softball** (Field F)
- ☐ **5:00pm - 8:00pm Destin LL** (Fields F/G)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)
- ☐ **5:00pm - 7:00pm Hawks** (Field F)
- ☐ **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, February 2

- ☐ **2:30pm - 4:30pm DHS Soccer** (US)
- ☐ **3:00pm - 4:30pm DHS Flag Football** (FF)
- ☐ **3:15pm - 5:15pm DHS Baseball** (BB)
- ☐ **3:15pm - 5:15pm DHS Softball** (Field F)
- ☐ **5:00pm - 8:00pm Destin LL** (Fields F/G)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)

Friday, February 3

- ☐ **2:30pm - 4:30pm DHS Soccer** (US)
- ☐ **3:00pm - 4:30pm DHS Flag Football** (FF)
- ☐ **3:15pm - 5:15pm DHS Baseball** (BB)
- ☐ **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, February 4

Sunday, February 5

February 6, 2023 - February 12, 2023

February 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Monday, February 6

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Tuesday, February 7

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Wednesday, February 8

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 7:00pm Hawks** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, February 9

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Friday, February 10

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, February 11

Sunday, February 12

February 13, 2023 - February 19, 2023

February 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Monday, February 13

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Tuesday, February 14

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Wednesday, February 15

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 7:00pm Hawks** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, February 16

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Friday, February 17

- [ ] **2:30pm - 4:30pm DHS Soccer** (US)
- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, February 18

Sunday, February 19

February 20, 2023 - February 26, 2023

February 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Monday, February 20

- **2:30pm - 4:30pm DHS Soccer** (US)
- **3:00pm - 4:30pm DHS Flag Football** (FF)
- **3:15pm - 5:15pm DHS Baseball** (BB)
- **3:15pm - 5:15pm DHS Softball** (Field F)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)

Tuesday, February 21

- **2:30pm - 4:30pm DHS Soccer** (US)
- **3:00pm - 4:30pm DHS Flag Football** (FF)
- **3:15pm - 5:15pm DHS Baseball** (BB)
- **3:15pm - 5:15pm DHS Softball** (Field F)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)

Wednesday, February 22

- **2:30pm - 4:30pm DHS Soccer** (US)
- **3:00pm - 4:30pm DHS Flag Football** (FF)
- **3:15pm - 5:15pm DHS Baseball** (BB)
- **3:15pm - 5:15pm DHS Softball** (Field F)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 7:00pm Hawks** (Field F)
- **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, February 23

- **2:30pm - 4:30pm DHS Soccer** (US)
- **3:00pm - 4:30pm DHS Flag Football** (FF)
- **3:15pm - 5:15pm DHS Baseball** (BB)
- **3:15pm - 5:15pm DHS Softball** (Field F)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)

Friday, February 24

- **2:30pm - 4:30pm DHS Soccer** (US)
- **3:00pm - 4:30pm DHS Flag Football** (FF)
- **3:15pm - 5:15pm DHS Baseball** (BB)
- **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, February 25

- **12:00am RAD Tournament** (All Fields at MSC and DSC)

Sunday, February 26

- **12:00am RAD Tournament** (All Fields at MSC and DSC)
- **8:00am Spring Break Softball** (Field B)
- **8:00am Spring Break Softball Rental** (Field A)

February 27, 2023 - March 5, 2023

February 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Monday, February 27

- [redacted] **Spring Break Softball** (Field B) [redacted]
- [redacted] **Spring Break Softball Rental** (Field A) [redacted]
- [redacted] **8:00am Spring Break Soccer** (Field 1) [redacted]
- [redacted] **2:30pm - 4:30pm DHS Soccer** (US) [redacted]
- [redacted] **3:00pm - 4:30pm DHS Flag Football** (FF) [redacted]
- [redacted] **3:15pm - 5:15pm DHS Baseball** (BB) [redacted]
- [redacted] **3:15pm - 5:15pm DHS Softball** (Field F) [redacted]
- [redacted] **5:00pm - 8:00pm Destin FC** (Field A) [redacted]
- [redacted] **5:00pm - 8:00pm Destin LL** (Fields F/G) [redacted]
- [redacted] **5:00pm - 8:00pm RAD** (Fields 1/3) [redacted]

Tuesday, February 28

- [redacted] **Spring Break Softball** (Field B) [redacted]
- [redacted] **Spring Break Softball Rental** (Field A) [redacted]
- [redacted] **Spring Break Soccer** (Field 1) [redacted]
- [redacted] **2:30pm - 4:30pm DHS Soccer** (US) [redacted]
- [redacted] **3:00pm - 4:30pm DHS Flag Football** (FF) [redacted]
- [redacted] **3:15pm - 5:15pm DHS Baseball** (BB) [redacted]
- [redacted] **3:15pm - 5:15pm DHS Softball** (Field F) [redacted]
- [redacted] **5:00pm - 8:00pm Destin FC** (Field A) [redacted]
- [redacted] **5:00pm - 8:00pm Destin LL** (Fields F/G) [redacted]
- [redacted] **5:00pm - 8:00pm RAD** (Fields 1/3) [redacted]

Wednesday, March 1

- [redacted] **Spring Break Softball** (Field B) [redacted]
- [redacted] **Spring Break Softball Rental** (Field A) [redacted]
- [redacted] **Spring Break Soccer** (Field 1) [redacted]
- [redacted] **3:00pm - 4:30pm DHS Flag Football** (FF) [redacted]
- [redacted] **3:15pm - 5:15pm DHS Baseball** (BB) [redacted]
- [redacted] **3:15pm - 5:15pm DHS Softball** (Field F) [redacted]
- [redacted] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D) [redacted]
- [redacted] **5:00pm - 8:00pm Destin LL** (Fields F/G) [redacted]
- [redacted] **5:00pm - 8:00pm RAD** (Fields 1/3) [redacted]
- [redacted] **5:00pm - 7:00pm Hawks** (Field F) [redacted]
- [redacted] **6:30pm - 8:30pm Ult Frisbee** (US) [redacted]

Thursday, March 2

- [redacted] **11:00am Spring Break Softball** (Field B)
- [redacted] **11:00am Spring Break Softball Rental** (Field A)
- [redacted] **11:00am Spring Break Soccer** (Field 1)
- [redacted] **3:00pm - 4:30pm DHS Flag Football** (FF) [redacted]
- [redacted] **3:15pm - 5:15pm DHS Baseball** (BB) [redacted]
- [redacted] **3:15pm - 5:15pm DHS Softball** (Field F) [redacted]
- [redacted] **5:00pm - 8:00pm Destin FC** (Field A) [redacted]
- [redacted] **5:00pm - 8:00pm Destin LL** (Fields F/G) [redacted]
- [redacted] **5:00pm - 8:00pm RAD** (Fields 1/3) [redacted]

Friday, March 3

- [redacted] **3:00pm - 4:30pm DHS Flag Football** (FF) [redacted]
- [redacted] **3:15pm - 5:15pm DHS Baseball** (BB) [redacted]
- [redacted] **3:15pm - 5:15pm DHS Softball** (Field F) [redacted]

Saturday, March 4

Sunday, March 5

- [redacted] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D) [redacted]

March 6, 2023 - March 12, 2023

March 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Monday, March 6

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Tuesday, March 7

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Wednesday, March 8

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 7:00pm Hawks** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, March 9

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Friday, March 10

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, March 11

Sunday, March 12

- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)

March 13, 2023 - March 19, 2023

March 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Monday, March 13

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Tuesday, March 14

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 9:00pm Mens Softball** (Fields B,D)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Wednesday, March 15

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 7:00pm Hawks** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, March 16

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Friday, March 17

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, March 18

Sunday, March 19

- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)

March 20, 2023 - March 26, 2023

March 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Monday, March 20

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Tuesday, March 21

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 9:00pm Mens Softball** (Fields B,D)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Wednesday, March 22

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 7:00pm Hawks** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, March 23

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)

Friday, March 24

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, March 25

Sunday, March 26

- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)

March 27, 2023 - April 2, 2023

March 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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Monday, March 27

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Tuesday, March 28

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 9:00pm Mens Softball** (Fields B,D)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Wednesday, March 29

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- [ ] **5:00pm - 7:00pm Hawks** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, March 30

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Friday, March 31

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, April 1

- [ ] **8:00am Spring Break Softball** (Field A)
- [ ] **8:00am Spring Break Softball** (Field B)

Sunday, April 2

- [ ] **Spring Break Softball** (Field A)
- [ ] **Spring Break Softball** (Field B)
- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)

April 3, 2023 - April 9, 2023

April 2023

Su	Mo	Tu	We	Th	Fr	Sa
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May 2023

Su	Mo	Tu	We	Th	Fr	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Monday, April 3

- **Spring Break Softball** (Field A)
- **Spring Break Softball** (Field B)
- **8:00am Spring Break Baseball** (Field C)
- **3:00pm - 4:30pm DHS Flag Football** (FF)
- **3:15pm - 5:15pm DHS Baseball** (BB)
- **3:15pm - 5:15pm DHS Softball** (Field F)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Tuesday, April 4

- **Spring Break Softball** (Field A)
- **Spring Break Softball** (Field B)
- **Spring Break Baseball** (Field C)
- **3:00pm - 4:30pm DHS Flag Football** (FF)
- **3:15pm - 5:15pm DHS Baseball** (BB)
- **3:15pm - 5:15pm DHS Softball** (Field F)
- **5:00pm - 9:00pm Mens Softball** (Fields B,D)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Wednesday, April 5

- **Spring Break Softball** (Field A)
- **Spring Break Softball** (Field B)
- **Spring Break Baseball** (Field C)
- **3:00pm - 4:30pm DHS Flag Football** (FF)
- **3:15pm - 5:15pm DHS Baseball** (BB)
- **3:15pm - 5:15pm DHS Softball** (Field F)
- **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- **5:00pm - 7:00pm Hawks** (Field F)
- **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, April 6

- **11:00am Spring Break Softball** (Field A)
- **11:00am Spring Break Softball** (Field B)
- **Spring Break Baseball** (Field C)
- **3:00pm - 4:30pm DHS Flag Football** (FF)
- **3:15pm - 5:15pm DHS Baseball** (BB)
- **3:15pm - 5:15pm DHS Softball** (Field F)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Friday, April 7

- **11:00am Spring Break Baseball** (Field C)
- **3:00pm - 4:30pm DHS Flag Football** (FF)
- **3:15pm - 5:15pm DHS Baseball** (BB)
- **3:15pm - 5:15pm DHS Softball** (Field F)

Saturday, April 8

- **6:00am - 1:00pm Easter Egg Hunt** (Fields A,B,C,D)

Sunday, April 9

- **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)

April 10, 2023 - April 16, 2023

April 2023

Su	Mo	Tu	We	Th	Fr	Sa
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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May 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Monday, April 10

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Tuesday, April 11

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 9:00pm Mens Softball** (Fields B,D)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Wednesday, April 12

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- [ ] **5:00pm - 7:00pm Hawks** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, April 13

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Friday, April 14

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Spring Soccer Games** (Fields A,B,C,1)

Saturday, April 15

Sunday, April 16

- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)

April 17, 2023 - April 23, 2023

April 2023

Su	Mo	Tu	We	Th	Fr	Sa
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23	24	25	26	27	28	29
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May 2023

Su	Mo	Tu	We	Th	Fr	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Monday, April 17

- ☐ **3:00pm - 4:30pm DHS Flag Football** (FF)
- ☐ **3:15pm - 5:15pm DHS Baseball** (BB)
- ☐ **3:15pm - 5:15pm DHS Softball** (Field F)
- ☐ **5:00pm - 8:00pm Destin FC** (Field A)
- ☐ **5:00pm - 8:00pm Destin LL** (Fields F/G)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)
- ☐ **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Tuesday, April 18

- ☐ **3:00pm - 4:30pm DHS Flag Football** (FF)
- ☐ **3:15pm - 5:15pm DHS Baseball** (BB)
- ☐ **3:15pm - 5:15pm DHS Softball** (Field F)
- ☐ **5:00pm - 9:00pm Mens Softball** (Fields B,D)
- ☐ **5:00pm - 8:00pm Destin FC** (Field A)
- ☐ **5:00pm - 8:00pm Destin LL** (Fields F/G)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)
- ☐ **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Wednesday, April 19

- ☐ **3:00pm - 4:30pm DHS Flag Football** (FF)
- ☐ **3:15pm - 5:15pm DHS Baseball** (BB)
- ☐ **3:15pm - 5:15pm DHS Softball** (Field F)
- ☐ **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- ☐ **5:00pm - 8:00pm Destin LL** (Fields F/G)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)
- ☐ **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- ☐ **5:00pm - 7:00pm Hawks** (Field F)
- ☐ **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, April 20

- ☐ **3:00pm - 4:30pm DHS Flag Football** (FF)
- ☐ **3:15pm - 5:15pm DHS Baseball** (BB)
- ☐ **3:15pm - 5:15pm DHS Softball** (Field F)
- ☐ **5:00pm - 8:00pm Destin FC** (Field A)
- ☐ **5:00pm - 8:00pm Destin LL** (Fields F/G)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)
- ☐ **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Friday, April 21

- ☐ **3:00pm - 4:30pm DHS Flag Football** (FF)
- ☐ **3:15pm - 5:15pm DHS Baseball** (BB)
- ☐ **3:15pm - 5:15pm DHS Softball** (Field F)
- ☐ **5:00pm - 8:00pm Spring Soccer Games** (Fields A,B,C,1)

Saturday, April 22

Sunday, April 23

- ☐ **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)

April 24, 2023 - April 30, 2023

April 2023

Su	Mo	Tu	We	Th	Fr	Sa
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2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
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May 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Monday, April 24

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Tuesday, April 25

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 9:00pm Mens Softball** (Fields B,D)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Wednesday, April 26

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- [ ] **5:00pm - 7:00pm Hawks** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, April 27

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Friday, April 28

- [ ] **3:00pm - 4:30pm DHS Flag Football** (FF)
- [ ] **3:15pm - 5:15pm DHS Baseball** (BB)
- [ ] **3:15pm - 5:15pm DHS Softball** (Field F)
- [ ] **5:00pm - 8:00pm Spring Soccer Games** (Fields A,B,C,1)

Saturday, April 29

- [ ] **12:00am FC Dallas Tournament** (All Fields at MSC and DSC)

Sunday, April 30

- [ ] **12:00am FC Dallas Tournament** (All Fields at MSC and DSC)
- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)

May 1, 2023 - May 7, 2023

May 2023

Su	Mo	Tu	We	Th	Fr	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Monday, May 1

- ☐ **3:00pm - 5:45pm DHS Football** (US)
- ☐ **5:00pm - 8:00pm Destin FC** (Field A)
- ☐ **5:00pm - 8:00pm Destin LL** (Fields F/G)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)
- ☐ **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Tuesday, May 2

- ☐ **3:00pm - 5:45pm DHS Football** (US)
- ☐ **5:00pm - 9:00pm Mens Softball** (Fields B,D)
- ☐ **5:00pm - 8:00pm Destin FC** (Field A)
- ☐ **5:00pm - 8:00pm Destin LL** (Fields F/G)
- ☐ **5:00pm - 8:00pm Lacrosse Rental** (Fields US, BB)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)
- ☐ **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- ☐ **6:00pm - 9:00pm Lacrosse Rental** (Fields US, BB)

Wednesday, May 3

- ☐ **3:00pm - 5:45pm DHS Football** (US)
- ☐ **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- ☐ **5:00pm - 8:00pm Destin LL** (Fields F/G)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)
- ☐ **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- ☐ **5:00pm - 7:00pm Hawks** (Field F)
- ☐ **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, May 4

- ☐ **3:00pm - 5:45pm DHS Football** (US)
- ☐ **5:00pm - 8:00pm Destin FC** (Field A)
- ☐ **5:00pm - 8:00pm Destin LL** (Fields F/G)
- ☐ **5:00pm - 8:00pm Lacrosse Rental** (Fields US, BB)
- ☐ **5:00pm - 8:00pm RAD** (Fields 1/3)
- ☐ **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- ☐ **6:00pm - 9:00pm Lacrosse Rental** (Fields US, BB)

Friday, May 5

- ☐ **3:00pm - 5:45pm DHS Football** (US)
- ☐ **5:00pm - 8:00pm Spring Soccer Games** (Fields A,B,C,1)

Saturday, May 6

Sunday, May 7

- ☐ **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)

May 8, 2023 - May 14, 2023

May 2023

Su	Mo	Tu	We	Th	Fr	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Monday, May 8

- **3:00pm - 5:45pm DHS Football** (US)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Tuesday, May 9

- **3:00pm - 5:45pm DHS Football** (US)
- **5:00pm - 9:00pm Mens Softball** (Fields B,D)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm Lacrosse Rental** (Fields US, BB)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Wednesday, May 10

- **3:00pm - 5:45pm DHS Football** (US)
- **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- **5:00pm - 7:00pm Hawks** (Field F)
- **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, May 11

- **3:00pm - 5:45pm DHS Football** (US)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm Lacrosse Rental** (Fields US, BB)
- **5:00pm - 8:00pm Lacrosse Rental** (Fields US, BB)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Friday, May 12

- **5:00am - 2:00pm Gateway Field Day** (Field 1)
- **3:00pm - 5:45pm DHS Football** (US)
- **5:00pm - 8:00pm Spring Soccer Games** (Fields A,B,C,1)

Saturday, May 13

Sunday, May 14

- **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)

May 15, 2023 - May 21, 2023

May 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Monday, May 15

- **3:00pm - 5:45pm DHS Football** (US)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Tuesday, May 16

- **3:00pm - 5:45pm DHS Football** (US)
- **5:00pm - 9:00pm Mens Softball** (Fields B,D)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm Lacrosse Rental** (Fields US, BB)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- **6:00pm - 9:00pm Lacrosse Rental** (Fields US, BB)

Wednesday, May 17

- **3:00pm - 5:45pm DHS Football** (US)
- **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- **5:00pm - 7:00pm Hawks** (Field F)
- **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, May 18

- **3:00pm - 5:45pm DHS Football** (US)
- **5:00pm - 8:00pm Destin FC** (Field A)
- **5:00pm - 8:00pm Destin LL** (Fields F/G)
- **5:00pm - 8:00pm Lacrosse Rental** (Fields US, BB)
- **5:00pm - 8:00pm RAD** (Fields 1/3)
- **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- **6:00pm - 9:00pm Lacrosse Rental** (Fields US, BB)

Friday, May 19

- **5:00pm - 8:00pm Spring Soccer Games** (Fields A,B,C,1)

Saturday, May 20

- **12:00am RAD Tournament** (All Fields at MSC and DSC)

Sunday, May 21

- **12:00am RAD Tournament** (All Fields at MSC and DSC)
- **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)

May 22, 2023 - May 28, 2023

May 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Monday, May 22

- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)

Tuesday, May 23

- [ ] **5:00pm - 9:00pm Mens Softball** (Fields B,D)
- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm Lacrosse Rental** (Fields US, BB)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- [ ] **6:00pm - 9:00pm Lacrosse Rental** (Fields US, BB)

Wednesday, May 24

- [ ] **5:00pm - 9:00pm Coed Softball** (Fields A,B,C,D)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm RAD** (Fields 1/3)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- [ ] **5:00pm - 7:00pm Hawks** (Field F)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, May 25

- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm Lacrosse Rental** (Fields US, BB)
- [ ] **5:00pm - 8:00pm Spring Soccer Practice** (Fields 2/C)
- [ ] **6:00pm - 9:00pm Lacrosse Rental** (Fields US, BB)

Friday, May 26

- [ ] **5:00pm - 8:00pm Spring Soccer Games** (Fields A,B,C,1)

Saturday, May 27

Sunday, May 28

May 29, 2023 - June 4, 2023

May 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Monday, May 29

- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)

Tuesday, May 30

- [ ] **5:00pm - 8:00pm Destin FC** (Field A)
- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **5:00pm - 8:00pm Lacrosse Rental** (Fields US, BB)
- [ ] **6:00pm - 9:00pm Lacrosse Rental** (Fields US, BB)

Wednesday, May 31

- [ ] **5:00pm - 8:00pm Destin LL** (Fields F/G)
- [ ] **6:30pm - 8:30pm Ult Frisbee** (US)

Thursday, June 1

- [ ] **5:00pm - 8:00pm Lacrosse Rental** (Fields US, BB)
- [ ] **6:00pm - 9:00pm Lacrosse Rental** (Fields US, BB)

Friday, June 2

Saturday, June 3

Sunday, June 4

Parks and Recreation

The Morgan Sports Center, the Destin Sports Complex, and the Dalton Threadgill facilities are home to numerous recreational programs, rentals, partnerships, tournaments, special events, and other activities. The City of Destin programs take field priority over all other activities/events. Followed by field maintenance/rest periods, partnerships, reoccurring weekly rentals/annual rentals, and other rental groups. Over the past years we have experienced a higher demand for field space with an increase in City program numbers and the demand for field space from annual rentals. Below is a list of all the activities that are held at our outdoor sports facilities throughout the year.

Spring

- Youth Soccer (City Program)
    - March through May
        - Mondays, Tuesdays, Wednesdays, Thursdays, Fridays
            - Uses fields at Morgan Sports Center
- Little League (Partnership)
    - January through June
        - Mondays, Tuesdays, Wednesdays, Thursdays, Fridays
            - Uses Dalton Threadgill, and fields at Morgan Sports Center
- Youth Flag Football (City Program)
    - March through May
        - Mondays, Tuesdays, Wednesdays, Thursdays, Fridays, Saturdays
            - Uses fields at Morgan Sports Center
- Adult Coed Softball (City Program)
    - February through May
        - Wednesdays
            - Uses fields at Morgan Sports Center
- Adult Men's Softball (City Program)
    - February through May
        - Tuesdays
            - Uses fields at Morgan Sports Center
- RAD FC Soccer (Reoccurring Annual Rental)
    - February through May
        - 4 days a week
            - Uses fields at Destin Sports Complex
- FC Destin Soccer (Reoccurring Annual Rental)

        - February through May
            - 3 days a week
                - Uses fields at Morgan Sports Center
- Hawks Baseball (Reoccurring Weekly Rental)
    - February through May
        - Wednesdays
            - Uses a field at Morgan Sports Center
- Saltwater South Lacrosse (Reoccurring Weekly Rental)
    - May through June
        - 2 days a week
            - Uses fields at Destin Sports Complex
- Spring Break Softball (Reoccurring Annual Rental)
    - Teams have been renting a field at Morgan Sports Center for numerous years for their spring break training.
        - March/April
            - Sunday-Fridays
                - Uses fields at Morgan Sports Center
- Ultimate Frisbee (Reoccurring Annual Rental)
    - January through May
        - Wednesdays
            - Uses a field at Destin Sports Complex
- RAD Soccer Tournaments (Reoccurring Annual Rental)
    - February and May
        - Saturday/Sunday both tournaments
            - Uses all fields at Morgan Sports Center and Destin Sports Complex
- FC Dallas Soccer Tournament (Reoccurring Annual Rental)
    - May
        - Saturday/Sunday
            - Uses all fields at Morgan Sports Center and Destin Sports Complex
- Lacrosse Tournament (Reoccurring Annual Rental)
    - April
        - Saturday
            - Uses all fields at Morgan Sports Center
- Easter Egg Hunt (City Special Event)
    - Easter Saturday
        - Uses all fields at Morgan Sports Center

Summer

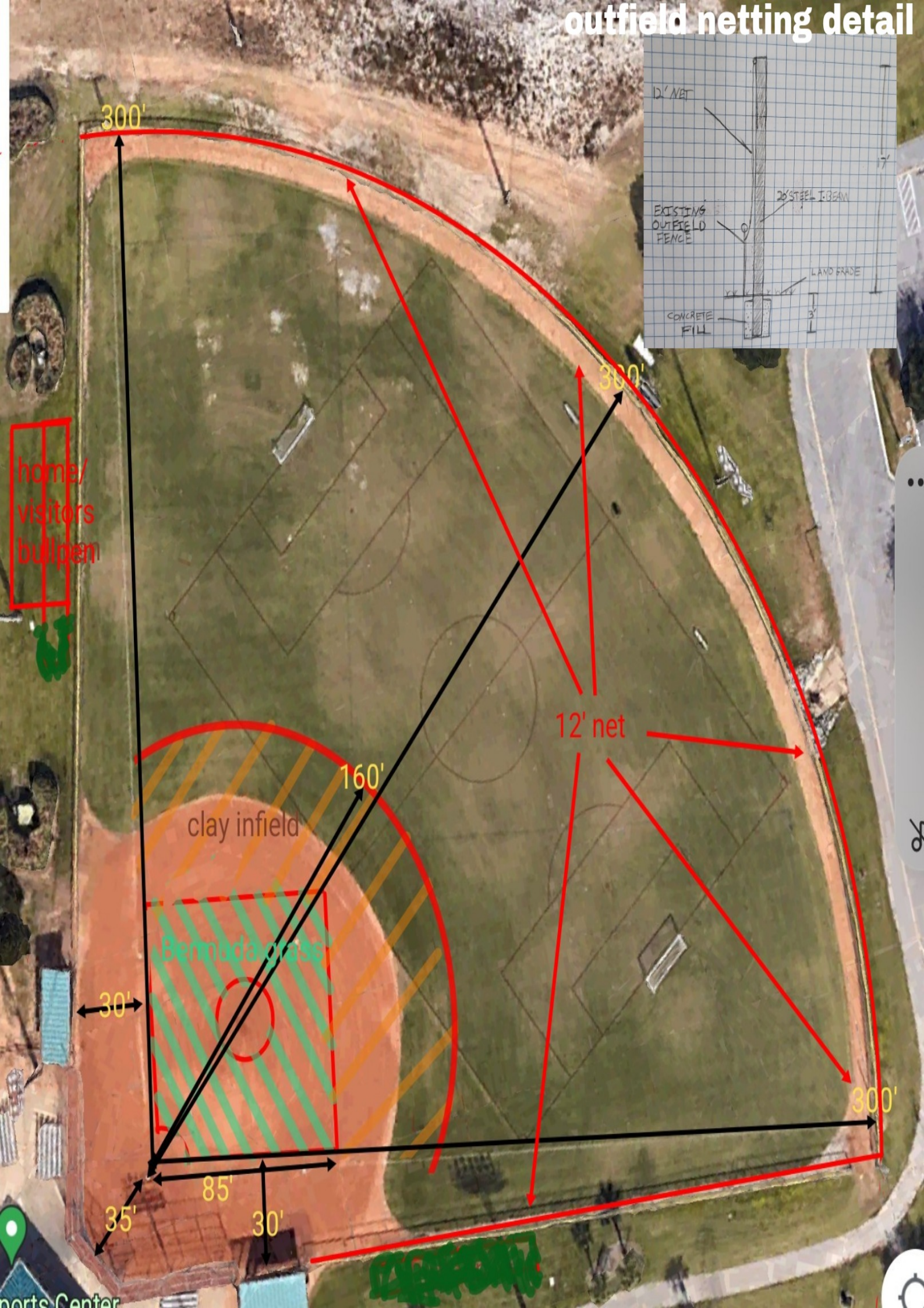
- Adult Kickball (City Program)
    - June through August
        - Mondays
            - Uses fields at Morgan Sports Center
- Summer Camps (City Programs)
    - June and July
        - Monday, Tuesday, Wednesday, Thursdays
            - Uses fields at Morgan Sports Center and Destin Sports Complex
- Baseball Tournaments (Reoccurring Annual Rentals)
    - June through July
        - Tuesdays through Saturdays
            - Uses all fields at Morgan Sports Center
- Independence Bike Parade (City Special Event)
    - Thursday before July 4th
        - Uses fields at Destin Sports Complex.
- Ultimate Frisbee (Reoccurring Rentals)
    - June through July
        - Wednesdays
            - Uses a field at Destin Sports Complex

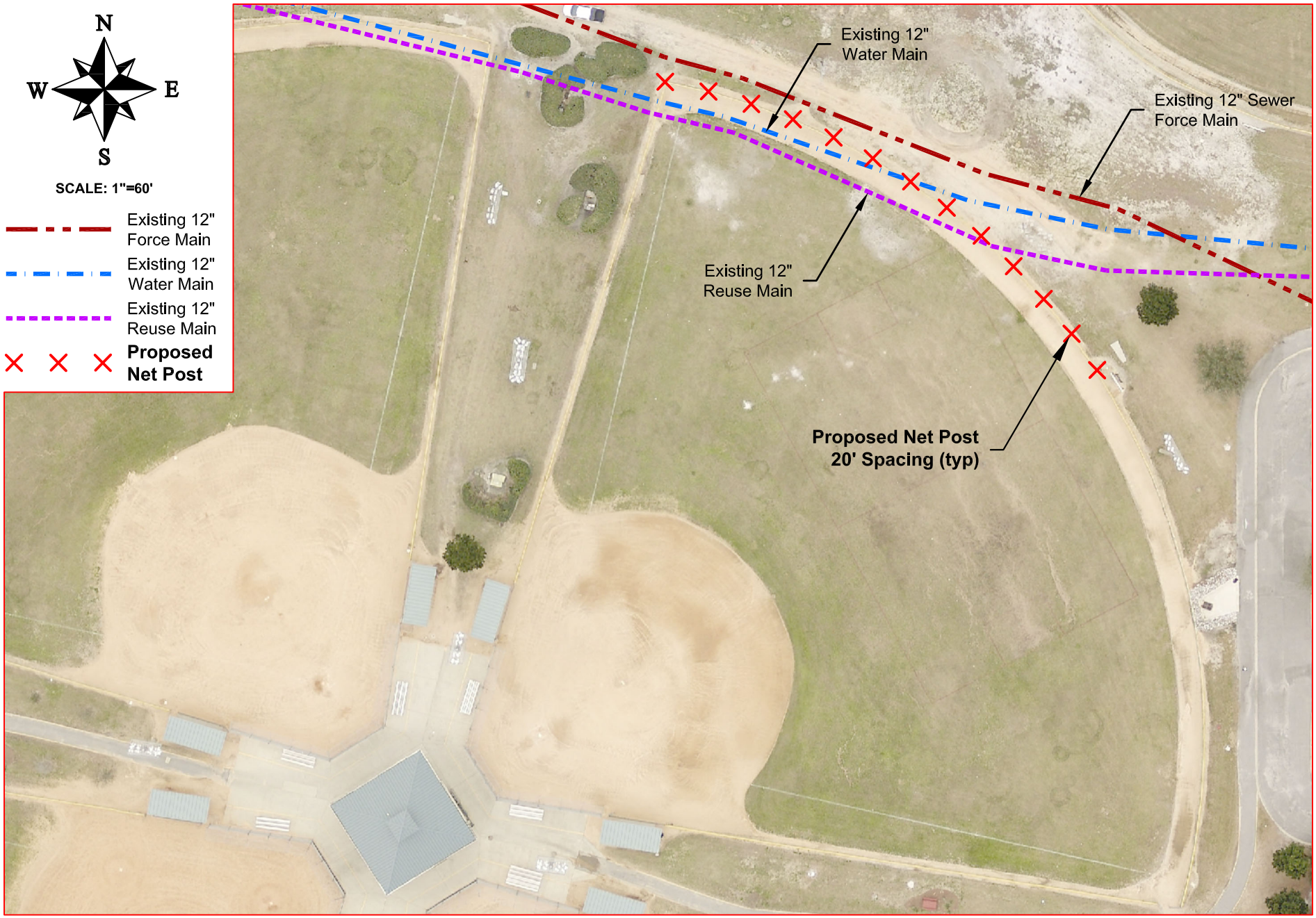
Fall

- Tackle Football (City Program)
    - August through November
        - Mondays, Tuesdays, Thursdays, Fridays, and Saturdays
            - Uses Fields at Destin Sports Complex
- Youth Soccer (City Program)
    - September through October
        - Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays,
            - Uses Fields at Morgan Sports Center
- Little League (Partnership)
    - August through October
        - Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays
            - Uses Dalton Threadgill and fields and Morgan Sports Center
- Coed Softball (City Program)

        - August through December
            - Wednesdays
                - Uses fields at Morgan Sports Center
- Men's Softball (City Program)
    - August through December
        - Tuesdays
            - Uses fields at Morgan Sports Center
- RAD Soccer (Reoccurring Annual Rental)
    - August through November
        - 4 days a week
            - Uses fields at Destin Sports Complex
- Destin FC Soccer (Reoccurring Annual Rental)
    - August through November
        - 3 days a week
            - Uses fields at Morgan Sports Center
- RAD Soccer Tournament (Reoccurring Annual Rental)
    - October
        - Saturday/Sunday
            - Uses all fields at Morgan Sports Center and Destin Sports Complex
- FC Dallas Soccer Tournament (Reoccurring Annual Rental)
    - October
        - Saturday/Sunday
            - Uses all fields at Morgan Sports Center and Destin Sports Complex
- Ultimate Frisbee (Reoccurring Annual Rental)
    - August through December
        - Wednesdays
            - Uses a field at Destin Sports Complex

Over the past year the Destin High School has utilized the Destin Sports Complex for: boys soccer, girls soccer, tackle football, girls flag football, and baseball. The High School has utilized Morgan Sports Center for: softball, and cross country.


outfield netting detail
12' NET
17'
20' STEEL I-BEAM
EXISTING OUTFIELD FENCE
LAND GRADE
CONCRETE FILL
3'
300'
300'
300'
home/ visitors bullpen
12' net
160'
clay infield
Bermuda grass
30'
85'
35'
30'



DATE:	2022-08-23
DRAWN BY:	ER
REVIEWED BY:	MW
SHEET:	1 OF 1

Net Post Impact Overlay

DESTIN WATER USERS, INC.
14 INDUSTRIAL PARK LANE,
DESTIN, FL 32541
(850) 837-6146

From: Lockwood Wernet <lwernet@dwuinc.com>
Sent: Monday, August 29, 2022 1:10 PM
To: Lisa Firth <lfirth@cityofdestin.com>
Cc: Monica Wallis <mwallis@dwuinc.com>
Subject: DHS Baseball Field at Morgan's Sports Complex

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Destin Water Users (DWU) has been asked to review and comment on the proposed plans to convert one of the softball fields at Morgan's Sports Complex into a baseball field. DWU's interest in the project is due to that fact that we are the underlying land owner and we utilize the property for wet-weather storage and disposal of reclaimed water through above-ground irrigation and subsurface drip fields.

The proposed project will have minimal impact on the above-ground irrigation system which can easily be repaired by the City staff who operate and maintain this system; therefore, we have no objections or concerns with this portion of the project.

The proposed project will include work to expand infield and add turf to meet high school baseball field requirements. It is our understanding that this conversion will require excavation of existing outfield turf which will be relocated to the infield and the addition of clay to expand the infield. The excavation work will require digging into the impacted area four (4) to six (6) inches to regrade and resod the area. DWU's assets are located 12 to 14 inches below the surface or deeper. Provided the work to expand the infield stays within the four to six inch depth, we have no objection to the infield renovation. We just ask that we be notified immediately and work stop should any of the underground drip field be exposed during construction so we may preserve our asset and limit any possible impacts.

The third part of the project is the installation of netting around the outfield. This will require the installation of 20 foot poles just outside of the outfield fencing to hang the netting. DWU has some concerns with this portion of the project because we have three 12 inch lines that run parallel to the outfield fencing from center field to the left field line (See attached drawing). Our concern is there may be a conflict between pole location and our existing lines. We ask that we be involved in any final design and preconstruction meetings. Furthermore, we ask that should there be a conflict that the poles be shifted to deconflict with our lines and that we are provided adequate room maintain our lines.

DWU does not object to the proposed renovations and finds the work consistent with the existing use of the property. However, we ask that we continue to be included as the project moves forward to assist with resolving any conflicts with our assets and the successful completion of the renovations.

Lockwood Wernet
General Manager
Destin Water Users, Inc.
P.O. Box 308
Destin, FL 32540
850-337-3944 direct
850-200-2028 mobile
lwernet@dwuinc.com

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:		**Fees Due at least two weeks in advance.**	
Event Date(s):	Winter Season: October thru February	**Event Listing:**	Boys & Girls Soccer
Organization:	Destin High School	**Contact Person:**	Phil Dorn
Telephone:		**Fax:**	
Mobile:		**Email:**	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Monday thru Friday 3:30pm-5:30pm	**Field/Facility**	Destin Sports Complex: Top Field
Set Up:	2 Sets of goals	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

***RATES AS APPROVED BY THE DESTIN CITY COUNCIL F*Y 21**

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Winter 2021	NFP	Field Rental per hr 26+ users w/o lights	90	2	$40.00	Top Field	$7,200.00
Winter 2021	NFP	Set up (Goals) 2sets	20		$40.00		$800.00
	Subtotal						$8,000.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$8,000.00**

Please send payment to the City of Destin Attn: Mike West
4200 Indian Bayou Trail Destin, FL 32541
If paying by check, please make check out to the City of Destin
THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:		**Fees Due at least two weeks in advance.**	
Event Date(s):	Spring Season: January thru April	**Event Listing:**	Baseball
Organization:	Destin High School	**Contact Person:**	Phil Dorn
Telephone:		**Fax:**	
Mobile:		**Email:**	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Monday thru Friday 3:15pm-5:15pm	**Field/Facility**	Destin Sports Complex: Baseball Field
Set Up:		**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL F Y 21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Spring 2022	NFP	Field Rental per hr 1-25 users w/o lights	60	2	$20.00	Baseball	$2,400.00
	Subtotal						$2,400.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$2,400.00**

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Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:		**Fees Due at least two weeks in advance.**	
Event Date(s):	Summer: June and July	**Event Listing:**	Boys Soccer
Organization:	Destin High School	**Contact Person:**	Phil Dorn
Telephone:		**Fax:**	
Mobile:		**Email:**	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Mondays 5:00pm-7:00pm	**Field/Facility**	Destin Sports Complex: Top Field
Set Up:		**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

***RATES AS APPROVED BY THE DESTIN CITY COUNCIL F*Y 21**

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Summer 2022	NFP	Field Rental per hr 1-25 users w/o lights	6	2	$20.00	Top Field	$240.00
	Subtotal						$240.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$240.00**

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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:		**Fees Due at least two weeks in advance.**	
Event Date(s):	Spring Season: February thru April	**Event Listing:**	Flag Football
Organization:	Destin High School	**Contact Person:**	Phil Dorn
Telephone:		**Fax:**	
Mobile:		**Email:**	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Monday thru Friday 3:30pm-5:30pm	**Field/Facility**	Destin Sports Complex: Top Field
Set Up:		**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL F Y 21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Spring 2022	NFP	Field Rental per hr 1-25 users w/o lights	65	2	$20.00	Top Field	$2,600.00
	Subtotal						$2,600.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$2,600.00**

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Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:		**Fees Due at least two weeks in advance.**	
Event Date(s):	Spring Season: January thru April	**Event Listing:**	Softball
Organization:	Destin High School	**Contact Person:**	Phil Dorn
Telephone:		**Fax:**	
Mobile:		**Email:**	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Monday thru Friday 3:15pm-5:15pm	**Field/Facility**	Destin Sports Complex: Softball Field/MSC Field F
Set Up:		**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

***RATES AS APPROVED BY THE DESTIN CITY COUNCIL F*Y 21**

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Spring 2022	NFP	Field Rental per hr 1-25 users w/o lights	85	2	$20.00	Softball	$3,400.00
	Subtotal						$3,400.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$3,400.00**

Please send payment to the City of Destin Attn: Mike West
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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:		**Fees Due at least two weeks in advance.**	
Event Date(s):	Summer: June	**Event Listing:**	Baseball
Organization:	Destin High School	**Contact Person:**	Phil Dorn
Telephone:		**Fax:**	
Mobile:		**Email:**	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Monday thru Friday 2:00pm-4:00pm	**Field/Facility**	Destin Sports Complex: Baseball Field
Set Up:		**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

***RATES AS APPROVED BY THE DESTIN CITY COUNCIL F*Y 21**

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Summer 2022	NFP	Field Rental per hr 1-25 users w/o lights	20	2	$20.00	Baseball	$800.00
	Subtotal						$800.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$800.00**

Please send payment to the City of Destin Attn: Mike West
4200 Indian Bayou Trail Destin, FL 32541
If paying by check, please make check out to the City of Destin
THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:		**Fees Due at least two weeks in advance.**	
Event Date(s):	Summer: July	**Event Listing:**	Softball
Organization:	Destin High School	**Contact Person:**	Phil Dorn
Telephone:		**Fax:**	
Mobile:		**Email:**	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Tuesdays and Thursdays 9:00am-11am	**Field/Facility**	Destin Sports Complex: Softball Field
Set Up:		**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL F Y 21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Summer 2022	NFP	Field Rental per hr 1-25 users w/o lights	8	2	$20.00	Softball	$320.00

	Subtotal	$320.00
	Tax (7%)	$0.00
	Cleaning Deposit	$0.00
	Total Amount	**$320.00**

Please send payment to the City of Destin Attn: Mike West
4200 Indian Bayou Trail Destin, FL 32541
If paying by check, please make check out to the City of Destin
THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:		**Fees Due at least two weeks in advance.**	
Event Date(s):	Spring Season: January thru April	**Event Listing:**	Track and Field
Organization:	Destin High School	**Contact Person:**	Phil Dorn
Telephone:		**Fax:**	
Mobile:		**Email:**	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Monday thru Friday 3:30pm-5:30pm	**Field/Facility**	Destin Sports Complex: Softball Field/MSC Field F
Set Up:		**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL F Y 21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Spring 2022	NFP	Field Rental per hr 1-25 users w/o lights	85	2	$20.00	Track/ Football	$3,400.00
	Subtotal						$3,400.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$3,400.00**

Please send payment to the City of Destin Attn: Mike West
4200 Indian Bayou Trail Destin, FL 32541
If paying by check, please make check out to the City of Destin
THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:			
Event Date(s):	Fall Season: August until October	**Event Listing:**	Destin High School Cross Country (Fall)
Organization:	Destin High School	**Contact Person:**	Phil Dorn
		Fax:	
		Email:	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Monday thru Friday 3:15pm-4:15pm	**Field/Facility**	MSC
Set Up:	None	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Fall 2021	NFP	Field Rental per hr 1-25 users /w/o Lights	55	1	$20.00	MSC	$1,100.00
	Subtotal						$1,100.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$1,100.00**

Please send payment to the City of Destin Attn: Recreation
101 Stahlman Ave Destin, FL 32541
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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:			
Event Date(s):	Fall Season: August until October	**Event Listing:**	Destin High School Cross Country (Fall)
Organization:	Destin High School	**Contact Person:**	Phil Dorn
		Fax:	
		Email:	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Monday thru Friday 3:15pm-4:15pm	**Field/Facility**	MSC
Set Up:	None	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Fall 2022	NFP	Field Rental per hr 1-25 users /w/o Lights	55	1	$20.00	MSC	$1,100.00
	Subtotal						$1,100.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$1,100.00**

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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:		**Fees Due at least two weeks in advance.**	
Event Date(s):	Fall Season: August until November	**Event Listing:**	Destin High School Football (Fall)
Organization:	Destin High School	**Contact Person:**	Phil Dorn
Telephone:		**Fax:**	
Mobile:		**Email:**	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Monday thru Friday 3:30pm-6:30pm	**Field/Facility**	Destin Sports Complex: Top Field
Set Up:	None	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Fall 2022	NFP	Field Rental per hr 26+ users w/o lights	70	3	$40.00	Top Field	$8,400.00
	Subtotal						$8,400.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$8,400.00**

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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:		**Fees Due at least two weeks in advance.**	
Event Date(s):	Spring Season: March-May	**Event Listing:**	Football
Organization:	Destin High School	**Contact Person:**	Phil Dorn
Telephone:		**Fax:**	
Mobile:		**Email:**	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Monday thru Friday 3:30pm-5:30pm	**Field/Facility**	Destin Sports Complex: Top Field
Set Up:	None	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Spring 2022	NFP	Field Rental per hr 26+ users w/o lights	55	2	$40.00	Top Field	$4,400.00
	Subtotal						$4,400.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$4,400.00**

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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Ryan Reed	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:		**Fees Due at least two weeks in advance.**	
Event Date(s):	Summer:June-July	**Event Listing:**	Football
Organization:	Destin High School	**Contact Person:**	Phil Dorn
Telephone:		**Fax:**	
Mobile:		**Email:**	dornp@destinhigh.org
Address:		**City/State/Zip:**	
Event Time:	Monday thru Friday 8:30pm-10:30pm	**Field/Facility**	Destin Sports Complex: Top Field
Set Up:	None	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
Summer 2022	NFP	Field Rental per hr 26+ users w/o lights	40	2	$40.00	Top Field	$3,200.00
	Subtotal						$3,200.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$3,200.00**

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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Bryan Kellar	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:			
Event Date(s):	4/4/2022	**Event Listing:**	Destin High School Softball Game
Organization:	Destin High School	**Contact Person:**	
		Fax:	
		Email:	
Address:		**City/State/Zip:**	
Event Time:	3pm-5pm	**Field/Facility**	MSC: F
Set Up:	Groom, Bases at 60f, Chalked,	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
4/4/2022	NFP	Field Rental per hr 26+ /w/o Lights	1	2	$40.00	F	$80.00
4/4/2022	NFP	Field Setup (Groom)	1	0	$20.00	F	$20.00
4/4/2022	NFP	Field Setup (Chalk)	1	0	$20.00	F	$20.00
	Subtotal						$120.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$120.00**

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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Bryan Kellar	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:			
Event Date(s):	4/14/2022	**Event Listing:**	Destin High School Softball Game
Organization:	Destin High School	**Contact Person:**	
		Fax:	
		Email:	
Address:		**City/State/Zip:**	
Event Time:	3pm-5pm	**Field/Facility**	MSC: F
Set Up:	Groom, Bases at 60f, Chalked,	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
4/14/2022	NFP	Field Rental per hr 26+ /w/o Lights	1	2	$40.00	F	$80.00
4/14/2022	NFP	Field Setup (Groom)	1	0	$20.00	F	$20.00
4/14/2022	NFP	Field Setup (Chalk)	1	0	$20.00	F	$20.00
	Subtotal						$120.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$120.00**

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Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Bryan Kellar	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:			
Event Date(s):	4/21/2022	**Event Listing:**	Destin High School Softball Game
Organization:	Destin High School	**Contact Person:**	
		Fax:	
		Email:	
Address:		**City/State/Zip:**	
Event Time:	3pm-5pm	**Field/Facility**	MSC: F
Set Up:	Groom, Bases at 60f, Chalked,	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
4/21/2022	NFP	Field Rental per hr 26+ /w/o Lights	1	2	$40.00	F	$80.00
4/21/2022	NFP	Field Setup (Groom)	1	0	$20.00	F	$20.00
4/21/2022	NFP	Field Setup (Chalk)	1	0	$20.00	F	$20.00
	Subtotal						$120.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$120.00**

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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Bryan Kellar	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:			
Event Date(s):	4/25/2022	**Event Listing:**	Destin High School Softball Game
Organization:	Destin High School	**Contact Person:**	
		Fax:	
		Email:	
Address:		**City/State/Zip:**	
Event Time:	5pm-9pm	**Field/Facility**	MSC: F
Set Up:	Groom, Bases at 60f, Chalked,	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
4/25/2022	NFP	Field Rental per hr 26+ /w/o Lights	1	2	$40.00	F	$80.00
4/25/2022	NFP	Lights	1	2	$15.00	F	$30.00
4/25/2022	NFP	Field Setup (Groom)	1	0	$20.00	F	$20.00
4/25/2022	NFP	Field Setup (Chalk)	1	0	$20.00	F	$20.00
	Subtotal						$150.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$150.00**

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101 Stahlman Ave Destin, FL 32541
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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Bryan Kellar	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:			
Event Date(s):	2/24/2022	**Event Listing:**	Destin High School Softball Game
Organization:	Destin High School	**Contact Person:**	
		Fax:	
		Email:	
Address:		**City/State/Zip:**	
Event Time:	3pm-5pm	**Field/Facility**	MSC: F
Set Up:	Groom, Bases at 60f, Chalked,	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
2/24/2022	NFP	Field Rental per hr 26+ /w/o Lights	1	2	$40.00	F	$80.00
2/24/2022	NFP	Field Setup (Groom)	1	0	$20.00	F	$20.00
2/24/2022	NFP	Field Setup (Chalk)	1	0	$20.00	F	$20.00
	Subtotal						$120.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$120.00**

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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Bryan Kellar	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:			
Event Date(s):	2/28/2022	**Event Listing:**	Destin High School Softball Game
Organization:	Destin High School	**Contact Person:**	
		Fax:	
		Email:	
Address:		**City/State/Zip:**	
Event Time:	3pm-5pm	**Field/Facility**	MSC: F
Set Up:	Groom, Bases at 60f, Chalked,	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
2/28/2022	NFP	Field Rental per hr 26+ /w/o Lights	1	2	$40.00	F	$80.00
2/28/2022	NFP	Field Setup (Groom)	1	0	$20.00	F	$20.00
2/28/2022	NFP	Field Setup (Chalk)	1	0	$20.00	F	$20.00
	Subtotal						$120.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$120.00**

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THANK YOU!

Reservation Confirmation
Morgan Sports Center or Destin Elementary School Athletic Fields
4200 Indian Bayou Trail or 633 Kelly Street * Destin, FL 32541

Issued By:	Bryan Kellar	**Recreation**	
Issued on:			
Tax Exempt #:		**Valid IRS Tax Exempt Form Required**	
Insurance:		**Certificate of Insurance**	
Receipt Number:			
Date Paid:			
Event Date(s):	3/17/2022	**Event Listing:**	Destin High School Softball Game
Organization:	Destin High School	**Contact Person:**	
		Fax:	
		Email:	
Address:		**City/State/Zip:**	
Event Time:	3pm-5pm	**Field/Facility**	MSC: F
Set Up:	Groom, Bases at 60f, Chalked,	**Special Notes**	
		Lights out at 9pm unless approved in advance.	
		Group is responsible for disposing of all litter.	
		Adults Supervision Requires * No alcohol allowed.	
Payment Due Date:		**NO vehicles in restricted areas**	

RATES AS APPROVED BY THE DESTIN CITY COUNCIL FY21

Date	Code	Description	Units	Hours	Unit Fee	Fields	Amount Due
3/17/2022	NFP	Field Rental per hr 26+ /w/o Lights	1	2	$40.00	F	$80.00
3/17/2022	NFP	Field Setup (Groom)	1	0	$20.00	F	$20.00
3/17/2022	NFP	Field Setup (Chalk)	1	0	$20.00	F	$20.00
	Subtotal						$120.00
	Tax (7%)						$0.00
	Cleaning Deposit						$0.00
						Total Amount	**$120.00**

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THANK YOU!

ITEM # 2022-5681

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Citizen Survey - Update

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

ITEM # 2022-5541

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.G.

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

ITEM # 2022-5543

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: August 29, 2022

SUBJECT: First reading of Ordinance 22-13-CN - Adopting the Fiscal Year 2023 Millage Rate

---

I. BACKGROUND: Pursuant to Florida Statute Chapter 200.065, and the City Charter Section 3.13, staff is presenting Ordinance 22-13-CN for adoption of the FY 2023 millage rate.

II. DISCUSSION: The proposed Fiscal Year 2023 operating millage rate for the City of Destin is 1.6150 mills, which is more than the roll back rate of 1.4391 by 12.22%. The proposed millage rate is the same as the rate that has been in effect since October 1, 2016.

The formula for the tax levy is: Property Appraiser Assessed Taxable Value x Adopted Millage Rate/1000 = Tax Levy

This year, the City proposes to keep our millage rate the same, however, due to the change in appraised taxable value of certain properties, the total levy collected will be higher than in the previous year. The Florida Department of Revenue (FLDOR) oversees the Truth in Millage program to ensure that all taxing districts within the State of Florida calculate their tax levy's in the same manner, and that when a taxing district may receive more levied dollars for any reason (i.e. property value increases) that we clearly advertise this as a "tax increase". The alternative is for the City to adopt the "rolled-back" millage rate, which is the millage rate that will bring in the same amount of ad valorem dollars despite changes in taxable property values. The rolled-back rate for Destin is calculated by the FLDOR as 1.4391. The millage proposed by the City is 1.6150 which is 12.22% higher than the 1.4391 rolled-back rate. The additional 12.22% ad valorem revenue will help the City pay increased labor costs (wages and insurance).

Chapter 193, Florida Statutes, guides how the property appraiser assesses taxable values of property. The Save our Homes Act limits property value increases on homesteaded properties to a maximum of 3% per year. Both the Florida Department of Revenue and the Okaloosa Property Appraiser have more information regarding how taxable values are assessed on real property.

The City is required to advertise this notice of tax increase and the Budget Summary in a generally circulated newspaper within 2-5 days before Public Hearing #2. These two items are attached to this agenda item as separate files. The format and each word in this advertisement is dictated by the State of Florida.

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

B. Effect on Budget (EOB): The millage rate of 1.6150 applied to the gross taxable value of property as certified by the Okaloosa County Property Appraiser would result in a levy of $11,254,501.

In accordance with statute, the proposed tax levy of $11,254,501 can be budgeted at 95%, resulting in $10,691,777 allocated as follows:

$9,779,417 for the General Fund (net of discounts and delinquents)
$499,581 for the Town Center CRA
$412,779 for the Harbor CRA
========
$10,691,777

The Florida Department of Revenue DR-420 forms and the Budget Summary Ad are attached to this agenda item with the ordinance to be adopted.

C. Level of Service (LOS): A millage rate of 1.6150 provides for the same level of service as in FY 2022 after considering the increased cost of goods and services. The taxes levied will support operations and maintenance of the General Fund, the Town Center CRA, and the Harbor CRA.

D. Legislative Sponsor:

III. CONCLUSION: Adopting Ordinance 22-13-CN provides for the FY 2023 General Fund Ad Valorem revenues of the City, the Town Center CRA, and the Harbor CRA.

IV. RECOMMENDED MOTION: I move that Council adopt Ordinance 22-13-CN on first reading adopting a proposed FY 2022 millage rate of 1.6150 mills which is more than the rollback rate of 1.4391 by 12.22%. The second reading will take place at Public Hearing #2 on September 19th, 2022 at 6pm in the City Hall Annex.

Attachments:

ITEM # 2022-5543

1. 22-13-CN FY 2023 Millage Rate
2. 2022 0828 Tentative Budget Sum Advertisement
3. FY 2023 Notice of Proposed Tax Increase
4. 2022 0802 all TRIM forms DR420 DR420TIFF DR420MM

ORDINANCE 22-13-CN

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DESTIN FOR FISCAL YEAR 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin of Okaloosa County, Florida, will adopt Fiscal Year 2023 Final Millage Rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Destin of Okaloosa County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Destin has been certified by the Okaloosa County Property Appraiser to the City of Destin as $6,968,731,442.

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

1. The FY 2023 operating millage rate for the City of Destin is **1.6150** mills which is **more** than the **rolled back rate of 1.4391 mills by 12.22%.**

2. This ordinance shall take effect immediately upon approval by Council and the signature of the Mayor.

ADOPTED THIS 19TH DAY OF SEPTEMBER 2022

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

First Reading: September 8, 2022
Second Reading: September 19, 2022

BUDGET SUMMARY

City of Destin - Fiscal Year 2022-2023

*** THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF DESTIN ARE**
111.7% Greater THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

General Fund 1.6150

		01, 700	102	110	111	1xx	2xx	3xx	
ESTIMATED REVENUES:		General Fund	Town Center CRA	Harbor CRA	Florida Building Code	NonMajor Special Revenue	Debt Service	Capital Project Funds	Total All Funds
Taxes:	**Millage Per $1000:**								
Ad Valorem Taxes	1.6150	$9,779,417	$499,581	$412,779					$10,691,777
Tax Increment Financing (TIF) / County			1,185,012	412,779					1,597,791
Delinquent Ad Valorem Taxes		5,000							5,000
Sales and Use Taxes		1,745,054				$1,556,293		$264,384	3,565,731
Licenses & Permits		2,962,950			1,195,100	500		780,000	4,938,550
Intergovernmental Revenue		3,141,375						22,259,212	25,400,587
Charges For Services		463,700				442,800			906,500
Fines & Forfeitures		71,500							71,500
Miscellaneous Revenue		240,401	1,100	500	30	2,394	$425	3,820	248,670
Special Assessment/Impact Fees								105,500	105,500
TOTAL SOURCES		18,409,397	1,685,693	826,058	1,195,130	2,001,987	425	23,412,916	47,531,606
Proceeds from Issuance of Debt or Lease		45,000					30,000,000		30,045,000
Transfers In		87,200		5,950,000		3,498,003	3,582,455	23,438,748	36,556,406
Beginning Fund Balances/Reserves/Net Assets		27,878,859	(1,720,448)	402,079	365,571	4,799,169	448,044	4,798,712	36,971,986
TOTAL REVENUES, TRANSFERS & BALANCES		$46,420,456	($34,755)	$7,178,137	$1,560,701	$10,299,159	$34,030,924	$51,650,376	$151,104,998
EXPENDITURES									
General Government		$4,372,930					150,000		4,522,930
Public Safety		3,539,035			1,210,853	88,000			4,837,888
Physical Environment		314,034				21,000			335,034
Transportation		2,052,550				85,900			2,138,450
Economic Environment		14,500	148,108	85,768					248,376
Health and Human Services		89,335							89,335
Culture & Recreation		4,441,238							4,441,238
Debt Services		22,644					3,582,455		3,605,099
Capital Outlay		57,450	920,000	6,000,000		3,780,997		41,061,430	51,819,877
TOTAL USES		14,903,716	1,068,108	6,085,768	1,210,853	3,975,897	3,732,455	41,061,430	**$ 72,038,227**
Transfers Out		3,585,128	818,831	479,995	119,050	353,394	29,850,000	1,350,008	36,556,406
Ending Fund Balances/Reserves/Net Assets		27,931,612	(1,921,694)	612,374	230,798	5,969,868	448,469	9,238,938	42,510,365
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		$46,420,456	($34,755)	$7,178,137	$1,560,701	$10,299,159	$34,030,924	$51,650,376	$151,104,998

THE TENTATIVE, ADOPTED, AND / OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE CITY CLERK AS A PUBLIC RECORD.

NOTICE OF PROPOSED TAX INCREASE

The City of Destin has tentatively adopted a measure to increase its property tax levy.

Last Year's property tax levy:

A.	Initially proposed tax levy …….$	9,824,917
B.	Less tax reductions due to Value Adjustment Board And other assessment changes……$	2,141
C.	Actual property tax levy ……$	9,822,776

This year's proposed tax levy……..$11,254,501

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

September 19, 2022
6:00 P.M.
at
City Hall Annex
4100 Indian Bayou Trail
Destin, FL 32541

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2022	County : OKALOOSA
Principal Authority : CITY OF DESTIN	Taxing Authority : CITY OF DESTIN

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 6,859,983,916			(1)
2.	Current year taxable value of personal property for operating purposes	$ 108,747,526			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 6,968,731,442			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 75,671,487			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 6,893,059,955			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 6,082,214,143			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 2	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/15/2022 1:12 PM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	1.6150	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 9,822,776		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 758,761		(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 9,064,015		(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 594,661,551		(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 6,298,398,404		(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	1.4391	per $1000	(16)
17.	Current year proposed operating millage rate	1.6150	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 11,254,501		(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County ☑ Municipality	☐ Independent Special District ☐ Water Management District	(19)
20.	Applicable taxing authority (check one)	☑ Principal Authority ☐ MSTU	☐ Dependent Special District ☐ Water Management District Basin	(20)
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 9,064,015	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	1.4391 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 10,028,701	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 11,254,501	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	1.6150 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	12.22 %	(27)

First public budget hearing	Date : 9/8/2022	Time : 5:30 PM CST	Place : City Hall Annex 4100 Indian Bayou Trail Destin, FL 32541

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer : Electronically Certified by Taxing Authority	Date : 8/2/2022 10:54 AM
Title : LANCE JOHNSON CITY MANAGER	Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR
Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL
City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146 Fax Number : 850.269.9890

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

"Principal Authority" is a county, municipality, or independent special district (including water management districts).

"Taxing Authority" is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check "Yes" if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. "Dependent special district" (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district" (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

"Non-voted millage" is any millage not defined as a "voted millage" in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

MAXIMUM MILLAGE LEVY CALCULATION
FINAL DISCLOSURE
For municipal governments, counties, and special districts

DR-420MM
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : **2022**	County : OKALOOSA
Principal Authority : CITY OF DESTIN	Taxing Authority : CITY OF DESTIN

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	1.4391	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from ***2021***, Form DR-420MM, Line 13	4.3983	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	1.6150	per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	6,082,214,143	(5)
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$	26,751,402	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	758,761	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$	25,992,641	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	6,298,398,404	(9)
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	4.1269	per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation ***(Enter Line 10 if adjusted or else enter Line 2)***	4.1269	per $1,000	(11)
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***		**1.0613**	(12)
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	4.3799	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	4.8179	per $1,000	(14)
15.	Current year adopted millage rate	0.0000	per $1,000	(15)
16.	**Minimum vote required to levy adopted millage:** (Check one)			(16)

☑ a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. ***Enter Line 13 on Line 17.***

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. ***Enter Line 15 on Line 17.***

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. ***Enter Line 15 on Line 17.***

☐ d. Referendum: The maximum millage rate is equal to the adopted rate. ***Enter Line 15 on Line 17.***

17.	The selection on Line 16 allows a maximum millage rate of ***(Enter rate indicated by choice on Line 16).***	4.3799	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	6,968,731,442	(18)

Continued on page 2

19.	Current year adopted taxes ***(Line 15 multiplied by Line 18, divided by 1,000).***	$ 0	(19)
20.	Total taxes levied at the maximum millage rate ***(Line 17 multiplied by Line 18, divided by 1,000).***	$ 30,522,347	(20)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP ***STOP HERE. SIGN AND SUBMIT.***

21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage . ***(The sum of all Lines 19 from each district's Form DR-420MM)***	$ 0	(21)
22.	Total current year adopted taxes ***(Line 19 plus Line 21).***	$ 0	(22)
	Total Maximum Taxes		
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ***(The sum of all Lines 20 from each district's Form DR-420MM).***	$ 0	(23)
24.	Total taxes at maximum millage rate ***(Line 20 plus Line 23).***	$ 30,522,347	(24)
	Total Maximum Versus Total Taxes Levied		
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☐ YES ☑ NO	(25)

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :		Date :
Title : LANCE JOHNSON CITY MANAGER	Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL	
City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146	Fax Number : 850.269.9890

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.

Instructions on page 3

MAXIMUM MILLAGE LEVY CALCULATION
FINAL DISCLOSURE
INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete a DR-420MM.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2022 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM shows the maximum millages and taxes levied based on your adoption vote. Each taxing authority must complete, sign, and submit this form to the Department of Revenue with their completed DR-487, *Certification of Compliance*, within 30 days of their final hearing.

Taxing authorities must also submit DR-487V, *Vote Record for Final Adoption of Millage Levy*. This form certifies to the Department of Revenue the vote on the resolution or ordinance stating the millage rate adopted at the final hearing.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2021 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2021 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the adopted millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the adopted millage rate. For a millage requiring more than a majority vote, the adopted millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

Reset Form | Print Form

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

FLORIDA DEPARTMENT OF REVENUE

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

Year: **2022**	County: OKALOOSA
Principal Authority : CITY OF DESTIN	Taxing Authority: CITY OF DESTIN

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	1.4391	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from ***2021*** Form DR-420MM, Line 13	4.3983	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	1.6150	per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	6,082,214,143	(5)
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$	26,751,402	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	758,761	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$	25,992,641	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	6,298,398,404	(9)
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	4.1269	per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation ***(Enter Line 10 if adjusted or else enter Line 2)***	4.1269	per $1,000	(11)
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***		**1.0613**	(12)
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	4.3799	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	4.8179	per $1,000	(14)
15.	Current year proposed millage rate	1.6150	per $1,000	(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)			(16)

☑ a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. ***Enter Line 13 on Line 17.***

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. ***Enter Line 15 on Line 17.***

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

☐ d. Referendum: The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

17.	The selection on Line 16 allows a maximum millage rate of ***(Enter rate indicated by choice on Line 16)***	4.3799	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	6,968,731,442	(18)

Continued on page 2

19.	Current year proposed taxes ***(Line 15 multiplied by Line 18, divided by 1,000)***	$ 11,254,501	(19)
20.	Total taxes levied at the maximum millage rate ***(Line 17 multiplied by Line 18, divided by 1,000)***	$ 30,522,347	(20)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP ***STOP HERE. SIGN AND SUBMIT.***

21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage . ***(The sum of all Lines 19 from each district's Form DR-420MM-P)***	$ 0	(21)
22.	Total current year proposed taxes ***(Line 19 plus Line 21)***	$ 11,254,501	(22)
	Total Maximum Taxes		
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ***(The sum of all Lines 20 from each district's Form DR-420MM-P)***	$ 0	(23)
24.	Total taxes at maximum millage rate ***(Line 20 plus Line 23)***	$ 30,522,347	(24)
	Total Maximum Versus Total Taxes Levied		
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES ☐ NO	(25)

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer : Electronically Certified by Taxing Authority	Date : 8/2/2022 10:54 AM
Title : LANCE JOHNSON CITY MANAGER	Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR
Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL
City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146 / Fax Number : 850.269.9890

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Instructions on page 3

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2022 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2021 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2021 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2022	County : OKALOOSA
Principal Authority : CITY OF DESTIN	Taxing Authority : CITY OF DESTIN
Community Redevelopment Area : Destin Town Center (DR)	Base Year : 1998

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 420,615,676	(1)
2.	Base year taxable value in the tax increment area	$ 94,996,840	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 325,618,836	(3)
4.	Prior year Final taxable value in the tax increment area	$ 357,209,195	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 262,212,355	(5)

SIGN HERE

Property Appraiser Certification — I certify the taxable values above are correct to the best of my knowledge.

Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/15/2022 1:12 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	100.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 325,618,836	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 402,452	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

SIGN HERE

Taxing Authority Certification — **I certify the calculations, millages and rates are correct to the best of my knowledge.**

Signature of Chief Administrative Officer : Electronically Certified By Taxing Authority	Date : 8/2/2022 10:54 AM	
Title : LANCE JOHNSON CITY MANAGER	Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL	
City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146	Fax Number : 850.269.9890

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2022	County : OKALOOSA
Principal Authority : CITY OF DESTIN	Taxing Authority : CITY OF DESTIN
Community Redevelopment Area : Destin Harbor (DH)	Base Year : 2003

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 465,293,276	(1)
2.	Base year taxable value in the tax increment area	$ 196,250,561	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 269,042,715	(3)
4.	Prior year Final taxable value in the tax increment area	$ 425,026,131	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 228,775,570	(5)

SIGN HERE

Property Appraiser Certification — I certify the taxable values above are correct to the best of my knowledge.

Signature of Property Appraiser : Electronically Certified by Property Appraiser

Date : 6/15/2022 1:12 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	100.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 269,042,715	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 356,309	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

SIGN HERE

Taxing Authority Certification — **I certify the calculations, millages and rates are correct to the best of my knowledge.**

Signature of Chief Administrative Officer : Electronically Certified By Taxing Authority

Date : 8/2/2022 10:54 AM

Title : LANCE JOHNSON CITY MANAGER	Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR
Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL

City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146	Fax Number : 850.269.9890

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

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FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF FINAL TAXABLE VALUE

DR-422
R. 5/13
Rule 12D-16.002
Florida Administrative Code
Effective 5/13
Provisional

Year : 2022	County : OKALOOSA	Is VAB still in session? ☐ Yes ☐ No
Principal Authority : CITY OF DESTIN		Check type : ☐ School District ☐ County ☑ Municipality ☐ Independent Special District ☐ Water Management District
Taxing Authority : CITY OF DESTIN		Check type : ☑ Principal Authority ☐ MSTU ☐ Dependent Special District ☐ Water Management District Basin

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year gross taxable value from Line 4, Form DR-420	$ 6,968,731,442	(1)
2.	Final current year gross taxable value from Form DR-403 Series	$ 0	(2)
3.	Percentage of change in taxable value *(Line 2 divided by Line 1, minus 1, multiplied by 100)*	-100.00 %	(3)

The taxing authority must complete this form and return it to the property appraiser by _____ time _____ date

SIGN HERE	***Property Appraiser Certification***	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser :	Date :

SECTION II : COMPLETED BY TAXING AUTHORITY

MILLAGE RATE ADOPTED BY RESOLUTION OR ORDINANCE AT FINAL BUDGET HEARING UNDER s. 200.065(2)(d), F.S.

If this portion of the form is not completed in full your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is inapplicable, enter N/A or -0-.

Non-Voted Operating Millage Rate (from resolution or ordinance)

4a.	County or municipal principal taxing authority	0.0000	per $1,000	(4a)
4b.	Dependent special district	0.0000	per $1,000	(4b)
4c.	Municipal service taxing unit (MSTU)	0.0000	per $1,000	(4c)
4d.	Independent Special District	0.0000	per $1,000	(4d)
4e.	School district — Required Local Effort	0.0000	per $1,000	(4e)
	Capital Outlay	0.0000	per $1,000	
	Discretionary Operating	0.0000	per $1,000	
	Discretionary Capital Improvement	0.0000	per $1,000	
		0.0000		
	Additional Voted Millage	0.0000	per $1,000	
4f.	Water management district — District Levy	0.0000	per $1,000	(4f)
	Basin	0.0000	per $1,000	

Are you going to adjust adopted millage ?	☐ YES	☐ NO	***If No, STOP HERE, Sign and Submit.***

Continued on page 2

Taxing Authority :	DR-422 R. 5/13 Page 2

COUNTIES, MUNICIPALITIES, SCHOOLS, and WATER MANAGEMENT DISTRICTS may adjust the non-voted millage rate only if the percentage on Line 3 is greater than plus or minus 1% . (s. 200.065(6), F.S)

5.	Unadjusted gross ad valorem proceeds *(Line 1 multiplied by Line 4a, 4e, or 4f as applicable , divided by 1,000)*	$ 0	(5)
6.	Adjusted millage rate (Only if Line 3 is greater than plus or minus 1%) *(Line 5 divided by Line 2 multiplied by 1,000)*	0.0000 per $1000	(6)

MSTUs, DEPENDENT SPECIAL DISTRICTS , and INDEPENDENT SPECIAL DISTRICTS may adjust the non-voted millage rate only if the percentage on Line 3 is greater than plus or minus 3% (s. 200.065(6), F.S.)

7.	Unadjusted gross ad valorem proceeds *(Line 1 multiplied by Line 4b, 4c, or 4d as applicable, divided by 1,000)*	$ 0	(7)
8.	Adjusted Millage rate (Only if Line 3 is greater than plus or minus 3%) *(Line 7 divided by Line 2, multiplied by 1,000)*	0.0000 per $1000	(8)

SIGN HERE			
	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title : LANCE JOHNSON CITY MANAGER	Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146	Fax Number : 850.269.9890

INSTRUCTIONS

SECTION I: Property Appraiser

1. Initiate a separate DR-422 form for each DR-420, Certification of Taxable Value, and DR-420S, Certification of School Taxable Value, submitted.
2. Complete Section 1 and sign.
3. Send the original to the taxing authority and keep a copy.

SECTION II: Taxing Authority

1. Complete Section II and sign.
2. Return the original to the property appraiser.
3. Keep a copy for your records.
4. Send a copy to the tax collector.
5. Send a copy with the DR-487, Certification of Compliance, to the Department of Revenue at the address below. Send separately if the DR-487 was previously sent to the Department.

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315 - 3000

All taxing authorities must complete Line 4, millages adopted by resolution/ordinance at final budget hearing.

Counties, municipalities, schools, and water management districts may complete Line 5 and Line 6 only when Line 3 is greater than plus or minus 1%. (s. 200.065(6), F.S.)

MSTUs, dependent special districts, and independent special districts may adjust the non-voted millage rate only when Line 3 is greater than plus or minus 3%. (s. 200.065(6), F.S.)

Adjusted millage rate must comply with statutes. The adjusted millage rate entered on Line 6 or Line 8 cannot exceed the rate allowed by other provisions of law or the state constitution.

Multi-county and water management districts must complete a separate DR-422 for each county.

All TRIM forms for taxing authorities are available on our website at
http://dor.myflorida.com/dor/property/trim

Reset Form | Print Form

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF FINAL TAXABLE VALUE

DR-422
R. 5/13
Rule 12D-16.002
Florida Administrative Code
Effective 5/13
Provisional

Year : 2022	County : OKALOOSA	Is VAB still in session? ☐ Yes ☐ No
Principal Authority : CITY OF DESTIN		Check type : ☐ School District ☐ County ☑ Municipality ☐ Independent Special District ☐ Water Management District
Taxing Authority : CITY OF DESTIN		Check type : ☑ Principal Authority ☐ MSTU ☐ Dependent Special District ☐ Water Management District Basin

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year gross taxable value from Line 4, Form DR-420	$ 6,968,731,442	(1)
2.	Final current year gross taxable value from Form DR-403 Series	$ 0	(2)
3.	Percentage of change in taxable value *(Line 2 divided by Line 1, minus 1, multiplied by 100)*	-100.00 %	(3)

The taxing authority must complete this form and return it to the property appraiser by _____ time _____ date

SIGN HERE	***Property Appraiser Certification***	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser :	Date :

SECTION II : COMPLETED BY TAXING AUTHORITY

MILLAGE RATE ADOPTED BY RESOLUTION OR ORDINANCE AT FINAL BUDGET HEARING UNDER s. 200.065(2)(d), F.S.

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Non-Voted Operating Millage Rate (from resolution or ordinance)

4a.	County or municipal principal taxing authority	0.0000	per $1,000	(4a)
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4c.	Municipal service taxing unit (MSTU)	0.0000	per $1,000	(4c)
4d.	Independent Special District	0.0000	per $1,000	(4d)
4e.	School district — Required Local Effort	0.0000	per $1,000	(4e)
	Capital Outlay	0.0000	per $1,000	
	Discretionary Operating	0.0000	per $1,000	
	Discretionary Capital Improvement	0.0000	per $1,000	
		0.0000		
	Additional Voted Millage	0.0000	per $1,000	
4f.	Water management district — District Levy	0.0000	per $1,000	(4f)
	Basin	0.0000	per $1,000	

Are you going to adjust adopted millage ?	☐ YES	☐ NO	***If No, STOP HERE, Sign and Submit.***

Continued on page 2

Taxing Authority :	DR-422 R. 5/13 Page 2

COUNTIES, MUNICIPALITIES, SCHOOLS, and WATER MANAGEMENT DISTRICTS may adjust the non-voted millage rate only if the percentage on Line 3 is greater than plus or minus 1% . (s. 200.065(6), F.S)

5.	Unadjusted gross ad valorem proceeds *(Line 1 multiplied by Line 4a, 4e, or 4f as applicable , divided by 1,000)*	$ 0	(5)
6.	Adjusted millage rate (Only if Line 3 is greater than plus or minus 1%) *(Line 5 divided by Line 2 multiplied by 1,000)*	0.0000 per $1000	(6)

MSTUs, DEPENDENT SPECIAL DISTRICTS , and INDEPENDENT SPECIAL DISTRICTS may adjust the non-voted millage rate only if the percentage on Line 3 is greater than plus or minus 3% (s. 200.065(6), F.S.)

7.	Unadjusted gross ad valorem proceeds *(Line 1 multiplied by Line 4b, 4c, or 4d as applicable, divided by 1,000)*	$ 0	(7)
8.	Adjusted Millage rate (Only if Line 3 is greater than plus or minus 3%) *(Line 7 divided by Line 2, multiplied by 1,000)*	0.0000 per $1000	(8)

SIGN HERE			
	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title : LANCE JOHNSON CITY MANAGER	Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146	Fax Number : 850.269.9890

INSTRUCTIONS

SECTION I: Property Appraiser

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Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315 - 3000

All taxing authorities must complete Line 4, millages adopted by resolution/ordinance at final budget hearing.

Counties, municipalities, schools, and water management districts may complete Line 5 and Line 6 only when Line 3 is greater than plus or minus 1%. (s. 200.065(6), F.S.)

MSTUs, dependent special districts, and independent special districts may adjust the non-voted millage rate only when Line 3 is greater than plus or minus 3%. (s. 200.065(6), F.S.)

Adjusted millage rate must comply with statutes. The adjusted millage rate entered on Line 6 or Line 8 cannot exceed the rate allowed by other provisions of law or the state constitution.

Multi-county and water management districts must complete a separate DR-422 for each county.

All TRIM forms for taxing authorities are available on our website at
http://dor.myflorida.com/dor/property/trim

ITEM # 2022-5544

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: August 30, 2022

SUBJECT: First reading of Ordinance 22-14-CN - Adopting the Fiscal Year 2023 Budget

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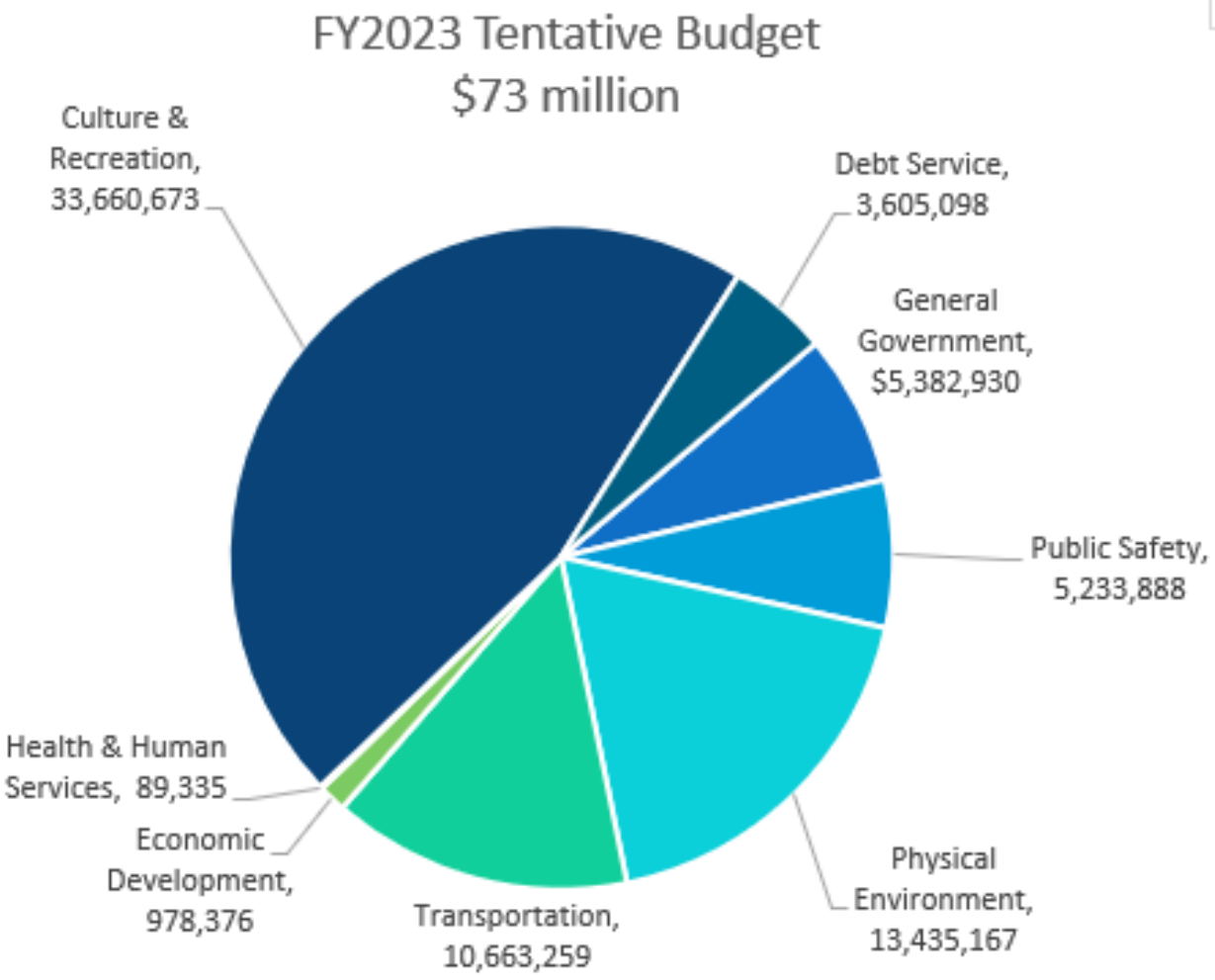
I. BACKGROUND: Pursuant to Florida Statute Chapter 200, and City Charter Section 3.13, staff is presenting Ordinance 22-14-CN for adoption of the Fiscal Year 2023 Budget.

Changes since Budget Workshop#4:
+ $200,000 Moved Buck Destin Bathrooms from FY 2022 to FY 2023
+ 62,388 Insurance increased (Works Comp, Property, General Liability)
< 81,000> New Quote Reduced Cost of Buck Destin Basketball Court Resurfacing
==========
$181,388

The net effect on the General Fund will result in an increase to the General Fund balance at the end of FY 2023 of $52,754.

II. DISCUSSION: The City of Destin FY 2023 budget totals $73,048,726 for all funds, and includes the following:

ALL FUNDS	Operating	Capital	FY2023 Tentative Budget
General Government	$ 4,522,930	$ 860,000	$ 5,382,930
Public Safety	4,837,888	396,000	5,233,888
Physical Environment	335,034	13,100,133	13,435,167
Transportation	2,138,450	8,524,809	10,663,259
Economic Development	248,376	730,000	978,376
Health & Human Services	89,335		89,335
Culture & Recreation	4,441,238	29,219,435	33,660,673
Debt Service	3,605,098		3,605,098
	$ 20,218,349	$ 52,830,377	**$ 73,048,726**



Revenues in the amount of $48,542,107 plus $24,506,619 of proceeds from debt issuance will be used to cover the FY 2023 proposed expenditures. The $48 million of revenues includes over

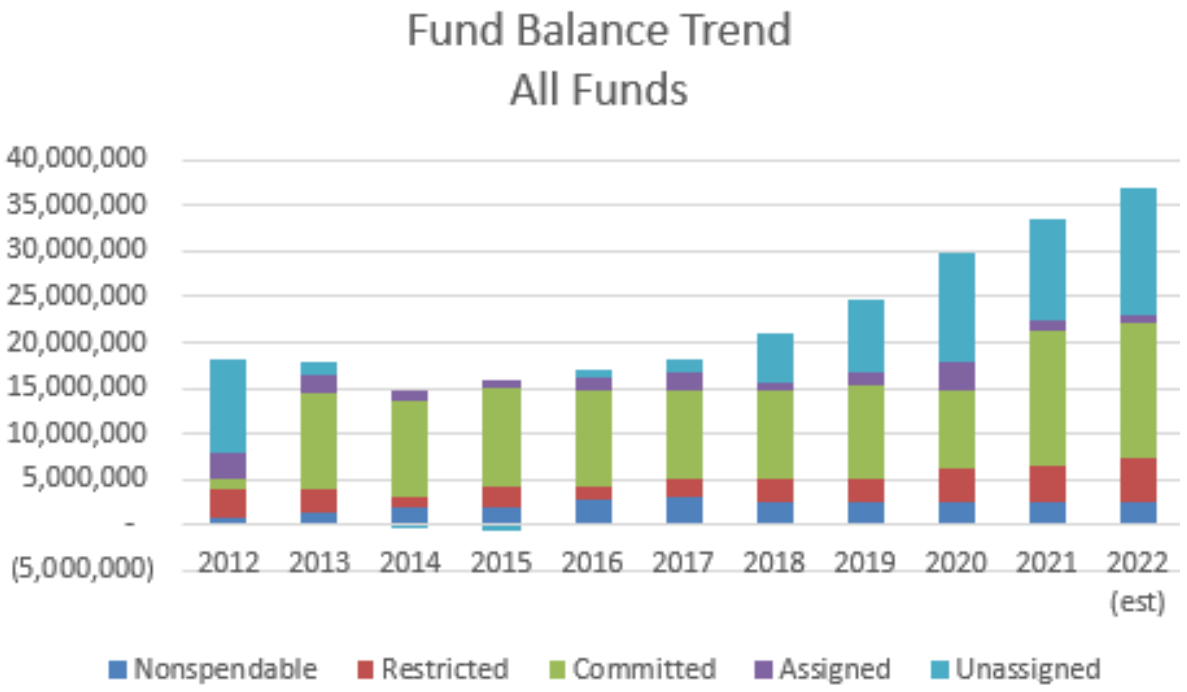
$22 million from capital grants. The proceeds from debt issuance include a $10 million no-interest loan from the TDC. The City may issue $14 million towards the Undergrounding project secured by the Electric Franchise Agreement and Okaloosa Half Penny funds committed to accomplish undergrounding of overhead utilities.

ALL FUNDS	FY2023 PROJECTED REVENUES
Ad Valorem Taxes	$ 10,696,777
Tax Increment Financing (TIF)	1,597,791
Sales & Use Taxes	3,565,731
Licenses & Permits	4,938,550
Intergovernmental Revenues	26,411,087
Charges for Services	906,500
Fines & Forfeitures	71,500
Miscellaneous Revenue	248,670
Impact Fees	105,500
Debt Proceeds	24,506,619
Total GF Revenue	**$ 73,048,726**

The FY 2023 proposed ad valorem tax levy is $11,254,501. Ninety-five percent (95%) of these proceeds are budgeted (**$10,691,776** = $11,254,501 x 0.95). The City budgets this amount as follows:

SUMMARY ALL FUNDS	2023 BUDGET
General Fund Ad Valorem	$ 10,342,142
Allowance for Discounts	(562,725)
Town Center CRA (City TIF)	499,581
Harbor CRA (City TIF)	412,779
TOTAL CITY AD VALOREM	10,691,777
Town Center CRA (County TIF)	1,185,012
Harbor CRA (County TIF)	412,779
TOTAL COUNTY TIF REVENUES	1,597,791
Prior Year Delinquent Ad Valorem	5,000
GRAND TOTAL AD VALOREM AND TIF REVENUES	**$ 12,294,568**

The City's Fund Balance has doubled from nearly $15 million at Fiscal Year End (FYE) 2014 to over $36 million as we approach FYE 2022. Nonspendable, restricted, and committed balances have remained fairly level while unassigned fund balance has risen from negative $613,679 at FYE 2015 to over $13 million at FYE 2022.



The FY 2023 tentative budget is attached and is integral to the Ordinance. This budget is available on the City website in the Finance Department under the title "2023 Tentative Budget".

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

B. Effect on Budget (EOB): This ordinance provides required budget for FY 2023 in the total amount of $72,038,227 for operations, maintenance, debt service and capital projects for the City in FY 2023.

C. Level of Service (LOS): This budget provides for the same level of service for most city departments, and will provide for increased levels of service for Parks and Recreation with addition of beach access points and may provide increased level of service related to Physical Environment if the Undergrounding of overhead utilities project proceeds as anticipated.

D. Legislative Sponsor:

III. CONCLUSION: Adopting Ordinance 22-14-CN provides the annual budget for operations, debt service, renewal and replacement, and capital improvements.

IV. RECOMMENDED MOTION: I move that Council adopt Ordinance 22-14-CN on first reading to provide for a balanced budget for FY 2023. The second reading will take place at Public Hearing #2 on September 19th, 2022 at 6pm in the City Hall Annex.

Attachments:

1. 22-14-CN FY 2023 Budget
2. 2022 0830 FY 2023 Tentative

ITEM # 2022-5544

Budget

ORDINANCE 22-14-CN

AN ORDINANCE OF THE CITY OF DESTIN MAKING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS OF THE CITY OF DESTIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is coming to the end of its fiscal year and will begin a new fiscal year on October 1, 2022; and

WHEREAS, it is necessary and required that prior to beginning a new fiscal year a budget should be passed and adopted for the operation of the City government; and

WHEREAS, the City Council has held workshops and the required public hearings on a budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, there is established a tax at the rate of **1.6150** mils on property assessed as of **January 1, 2022** for the purpose of raising revenue for General Fund Operations.

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

1. That the document entitled "City of Destin 2023 Budget" totals **$73,048,727** for all funds reported, a copy which is attached hereto and made a part hereof by reference, is adopted.

2. This budget represents a 114.6% increase from the FY 2022 budget.

3. The budget is being presented as a balanced budget whereby there are sufficient revenues and fund balance appropriations to offset all expenditures.

4. All budget appropriations are based upon the total expenditures even though the budget has been prepared based on line item appropriations.

5. Appropriations may be transferred within departmental budgets by a budget transfer with the approval of the City Manager. This action will not change the total dollar amount of the budget.

6. The City Council during Fiscal Year 2023 may, by Resolution, make any amendments to the Budget adopted by this Ordinance, as it may deem necessary and proper.

7. All Budget Amendments requesting additional expenditures must also identify the corresponding funding source.

8. Projects that were not completed during FY 2022 will be carried forward and shown as an amendment to the FY2023 budget as adopted by this ordinance.

9. This ordinance shall become effective on October 1, 2022.

ADOPTED THIS 19TH DAY OF SEPTEMBER 2022

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.

First Reading: September 8, 2022
Second Reading: September 19, 2022

CITY OF DESTIN, FLORIDA

TENTATIVE FY 2023 BUDGET

Last Updated: August 30, 2022

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BUDGET SUMMARY

City of Destin - Fiscal Year 2022-2023

*** THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF DESTIN ARE**
114.6% Greater THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

General Fund 1.6150

		01, 700	102	110	111	1xx	2xx	3xx	
ESTIMATED REVENUES:		General Fund	Town Center CRA	Harbor CRA	Florida Building Code	NonMajor Special Revenue	Debt Service	Capital Project Funds	Total All Funds
Taxes:	**Millage Per $1000:**								
Ad Valorem Taxes	1.6150	$9,779,417	$499,581	$412,779					$10,691,777
Tax Increment Financing (TIF) / County			1,185,012	412,779					1,597,791
Delinquent Ad Valorem Taxes		5,000							5,000
Sales and Use Taxes		1,745,054				$1,556,293		$264,384	3,565,731
Licenses & Permits		2,962,950			1,195,100	500		780,000	4,938,550
Intergovernmental Revenue		3,141,375						23,269,712	26,411,087
Charges For Services		463,700				442,800			906,500
Fines & Forfeitures		71,500							71,500
Miscellaneous Revenue		240,401	1,100	500	30	2,394	$425	3,820	248,670
Special Assessment/Impact Fees								105,500	105,500
TOTAL SOURCES		18,409,397	1,685,693	826,058	1,195,130	2,001,987	425	24,423,416	48,542,106
Proceeds from Issuance of Debt or Lease		45,000					30,000,000		30,045,000
Transfers In		87,200		5,950,000		3,498,003	3,582,455	23,438,748	36,556,406
Beginning Fund Balances/Reserves/Net Assets		27,878,859	(1,720,448)	402,079	365,571	4,799,169	448,044	4,798,712	36,971,986
TOTAL REVENUES, TRANSFERS & BALANCES		$46,420,456	($34,755)	$7,178,137	$1,560,701	$10,299,159	$34,030,924	$52,660,876	$152,115,498
EXPENDITURES									
General Government		$4,372,930					150,000		4,522,930
Public Safety		3,539,035			1,210,853	88,000			4,837,888
Physical Environment		314,034				21,000			335,034
Transportation		2,052,550				85,900			2,138,450
Economic Environment		14,500	148,108	85,768					248,376
Health and Human Services		89,335							89,335
Culture & Recreation		4,441,238							4,441,238
Debt Services		22,644					3,582,455		3,605,099
Capital Outlay		57,450	920,000	6,000,000		3,780,997		42,071,930	52,830,377
TOTAL USES		14,903,716	1,068,108	6,085,768	1,210,853	3,975,897	3,732,455	42,071,930	**$ 73,048,727**
Transfers Out		3,585,128	818,831	479,995	119,050	353,394	29,850,000	1,350,008	36,556,406
Ending Fund Balances/Reserves/Net Assets		27,931,612	(1,921,694)	612,374	230,798	5,969,868	448,469	9,238,938	42,510,365
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		$46,420,456	($34,755)	$7,178,137	$1,560,701	$10,299,159	$34,030,924	$52,660,876	$152,115,498

THE TENTATIVE, ADOPTED, AND / OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE CITY CLERK AS A PUBLIC RECORD.

CITY OF DESTIN updated 8/28/2022

SUMMARY ALL FUNDS	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
					PROJECTION		
Ad Valorem Taxes	$ 8,827,350	$ 9,333,671	$ 9,488,335	$ 10,691,777	$ 11,364,530	$ 11,914,020	$ 12,490,360
Tax Increment Financing (TIF)	1,010,455	1,310,929	1,313,239	1,597,791	1,645,720	1,695,090	1,745,950
Delinquent Ad Valorem Taxes	54,971	5,000	74	5,000	5,000	5,000	5,000
Sales and Use Taxes	3,480,413	3,230,855	3,497,663	3,565,731	3,609,016	3,653,764	3,700,060
Licenses and Permits	3,779,441	3,463,479	4,809,024	4,938,550	5,014,280	5,091,620	5,170,579
Impact Fees	590,174	115,500	90,840	105,500	105,500	105,500	105,500
Intergovernmental	8,053,048	10,062,078	6,484,474	26,411,087	4,368,240	4,424,650	4,482,320
Charges for services	937,122	749,898	1,206,722	906,500	916,930	927,210	938,150
Fines and Forfeitures	79,829	59,957	65,424	71,500	71,500	71,500	71,500
Investment Income	19,983	60,120	(660,219)	243,369	243,748	245,981	248,289
Contributions	1,867	32,500	38,443	1,700	1,700	1,700	1,700
Miscellaneous income	50,972	2,701	25,546	3,601	3,601	3,601	3,601
TOTAL REVENUES	**26,885,624**	**28,426,688**	**26,359,566**	**48,542,107**	**27,349,765**	**28,139,636**	**28,963,008**
	26,885,624	*28,426,688*	*26,359,566*	*48,542,107*	*27,349,765*	*28,139,636*	*28,963,008*
General Government	3,326,395	4,347,731	3,892,388	4,522,930	4,355,510	4,455,120	4,689,800
Public Safety	3,752,995	4,532,131	4,001,049	4,837,888	4,954,520	5,019,740	5,185,790
Physical Environment	142,017	199,073	147,617	335,034	345,070	355,430	366,170
Transportation	1,663,328	1,936,628	1,670,302	2,138,450	2,206,210	2,276,270	2,348,760
Economic Environment	107,900	325,636	253,654	248,376	258,960	270,040	281,640
Health & Human Services	64,531	101,254	52,879	89,335	89,380	89,430	89,480
Culture and Recreation	2,854,316	3,724,508	3,348,617	4,441,238	4,590,830	4,745,900	4,906,630
Capital Outlay	11,160,363	16,895,790	7,711,587	52,830,377	8,469,200	9,174,980	10,279,266
Debt Service	10,114,329	2,669,656	2,568,982	3,605,098	5,388,561	5,377,885	5,837,579
TOTAL EXPENDITURES	**33,186,174**	**34,732,407**	**23,647,074**	**73,048,726**	**30,658,241**	**31,764,795**	**33,985,115**
	33,186,174	*34,732,407*	*23,647,074*	*73,048,726*	*30,658,241*	*31,764,795*	*33,985,115*
Excess (deficiency) of revenues over expenditures	**(6,300,550)**	**(6,305,720)**	**2,712,492**	**(24,506,619)**	**(3,308,476)**	**(3,625,159)**	**(5,022,106)**
Proceeds from issuance of debt	9,994,019	-	-	30,045,000	-	-	4,045,000
Transfers In	23,546,045	6,150,854	5,396,993	36,556,405	7,697,982	8,306,211	11,947,857
Transfers Out	(23,546,045)	(6,150,854)	(4,653,412)	(36,556,405)	(7,697,982)	(8,306,211)	(11,947,857)
Total other financing sources (uses)	**9,994,019**	**0**	**743,581**	**30,045,000**	**-**	**-**	**4,045,000**
	-						
Net change in fund balances	3,693,469	(6,305,719)	3,456,073	5,538,381	(3,308,476)	(3,625,159)	(977,106)
Fund Balance, Beginning	29,759,930	33,515,914	33,515,913	36,971,986	42,330,709	39,042,583	35,437,774
Fund Balance, Ending	33,515,914	27,210,195	36,971,986	42,510,367	39,022,233	35,417,424	34,460,668

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

FUND BALANCE SUMMARY ALL FUNDS	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
Nonspendable	2,561,840	2,448,824	2,561,840	2,361,624	2,361,624	2,970,272	2,984,143
Restricted	3,852,332	2,467,004	4,744,458	10,541,860	6,967,209	4,218,630	1,473,496
Committed	14,739,792	11,930,294	14,746,210	16,975,498	17,412,885	16,315,823	16,814,453
Assigned	2,912,191	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Unassigned	*9,449,759*	*9,867,547*	*13,919,479*	*11,631,386*	*9,980,997*	*8,295,368*	*9,415,419*
Ending Fund Balance	**33,515,914**	**27,210,195**	**36,971,986**	**42,510,367**	**39,022,233**	**35,417,424**	**34,460,668**

01 GENERAL FUND	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
01-31 Ad Valorem Taxes	8,205,604	8,574,910	8,729,574	9,779,417	10,424,800	10,946,100	11,493,400
01-31 Delinquent Ad Valorem Taxes	54,971	5,000	74	5,000	5,000	5,000	5,000
01-31 Sales and Use Taxes	3,480,413	1,608,694	1,534,765	1,745,054	1,740,330	1,735,660	1,731,090
01-32 Licenses and Permits	2,885,812	2,826,871	3,161,438	2,962,950	2,999,050	3,035,640	3,072,730
01-32 Impact Fees	-	-	-	-	-	-	-
01-33 Intergovernmental	8,053,048	2,763,870	3,274,560	3,141,375	3,368,240	3,424,650	3,482,320
01-34 Charges for Services	937,122	331,398	783,672	463,700	474,130	484,410	495,350
01-35 Fines and Forfeitures	79,829	59,957	65,424	71,500	71,500	71,500	71,500
01-36 Investment Income	5,019	58,084	(670,922)	235,100	237,300	239,500	241,800
01-36 Contributions	1,867	2,500	8,443	1,700	1,700	1,700	1,700
01-36 Miscellaneous Revenue	49,088	2,201	24,163	3,601	3,601	3,601	3,601
TOTAL REVENUES	**23,752,772**	**16,233,485**	**16,911,191**	**18,409,397**	**19,325,651**	**19,947,761**	**20,598,491**
01-51 General Government	3,326,395	4,347,731	3,892,388	4,372,930	4,355,510	4,455,120	4,639,800
01-52 Public Safety	2,996,101	3,251,454	3,168,437	3,539,035	3,646,670	3,757,720	3,872,320
01-53 Physical Environment	142,017	199,073	147,617	314,034	324,070	334,430	345,170
01-54 Transportation	1,663,328	1,849,128	1,591,831	2,052,550	2,118,050	2,185,780	2,255,880
01-55 Economic Environment	13,209	14,200	14,452	14,500	14,650	14,800	14,950
01-56 Health & Human Services	64,531	101,254	52,879	89,335	89,380	89,430	89,480
01-57 Culture and Recreation	2,854,316	3,724,508	3,348,617	4,441,238	4,590,830	4,745,900	4,906,630
01-59 Capital Outlay	268,117	109,250	47,450	57,450	59,170	60,950	62,780
01-59 Debt Service Principal	4,125,052	78,405	83,310	19,254	20,092	20,717	20,538
01-59 Debt Service Interest	118,551	2,511	5,106	3,390	3,131	2,506	2,962
TOTAL EXPENDITURES	**15,571,617**	**13,677,514**	**12,352,086**	**14,903,716**	**15,221,553**	**15,667,353**	**16,210,510**
Excess (deficiency) of revenues over expenditures	**8,181,155**	**2,555,971**	**4,559,105**	**3,505,681**	**4,104,098**	**4,280,408**	**4,387,981**
01-38 Proceeds from Issuance of Debt	89,019	-	-	45,000	-	-	45,000
01-38 Transfers In	3,682,536	-	-	87,200	100,000	100,000	200,000
01-58 Transfers Out	(11,116,573)	(4,522,085)	(2,999,682)	(3,585,128)	(3,133,627)	(3,742,922)	(2,872,387)
Total other financing sources (uses)	**(7,345,019)**	**(4,522,085)**	**(2,999,682)**	**(3,452,928)**	**(3,033,627)**	**(3,642,922)**	**(2,627,387)**
01 Net change in fund balances	836,137	(1,966,114)	1,559,423	52,754	1,070,471	637,486	1,760,594
01 Fund Balance (deficit), Beginning	25,420,782	26,319,436	26,319,436	27,878,859	27,931,613	29,002,084	29,639,570
01 Fund Balance (deficit), Ending	26,319,436	24,353,322	27,878,859	27,931,613	29,002,084	29,639,570	31,400,164

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

102 TOWN CENTER CRA 1998-2028 OR until Debt Paid 2037 (RESTRICTED; ECON DEV)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
102-31 County TIF	681,523	954,620	957,717	1,185,012	1,220,560	1,257,180	1,294,900
102-31 City TIF (Ad Valorem	290,297	402,452	402,452	499,581	514,570	530,010	545,910
102-36 Investment Income	1,004	1,301	965	1,100	1,130	1,160	1,190
TOTAL REVENUES	**972,824**	**1,358,373**	**1,361,134**	**1,685,693**	**1,736,260**	**1,788,350**	**1,842,000**
102-55 Economic Environment	67,418	153,257	133,733	148,108	154,860	161,940	169,360
102-59 Capital Outlay	-	-	-	920,000	50,000	1,000,000	4,000,000
TOTAL EXPENDITURES	**67,418**	**153,257**	**133,733**	**1,068,108**	**204,860**	**1,161,940**	**4,169,360**
Excess (deficiency) of revenues over expenditures	**905,406**	**1,205,116**	**1,227,401**	**617,585**	**1,531,400**	**626,410**	**(2,327,360)**
102-38 Transfers In	-	-	-	-	-	-	3,950,000
102-58 Transfers Out	(731,280)	(731,418)	(731,455)	(818,831)	(831,852)	(832,080)	(1,383,618)
Total other financing sources (uses)	**(731,280)**	**(731,418)**	**(731,455)**	**(818,831)**	**(831,852)**	**(832,080)**	**2,566,382**
102 Net change in fund balances	174,125	473,698	495,946	(201,246)	699,548	(205,670)	239,022
102 Fund Balance (deficit), Beginning	(2,390,520)	(2,216,394)	(2,216,394)	(1,720,448)	(1,921,694)	(1,222,146)	(1,427,816)
102 Fund Balance (deficit), Ending	(2,216,394)	(1,742,696)	(1,720,448)	(1,921,694)	(1,222,146)	(1,427,816)	(1,188,794)

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

110 HARBOR CRA 2003-2043 (RESTRICTED; ECON DEV)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
110-31 County TIF	328,932	356,309	355,522	412,779	425,160	437,910	451,050
110-31 City TIF (Ad Valorem)	331,449	356,309	356,309	412,779	425,160	437,910	451,050
110-36 Investment Income	688	300	533	500	500	500	500
TOTAL REVENUES	**661,070**	**712,918**	**712,364**	**826,058**	**850,820**	**876,320**	**902,600**
110-55 Economic Environment	27,273	158,179	105,469	85,768	89,450	93,300	97,330
110-59 Capital Outlay	-	-	-	6,000,000	150,000	-	-
TOTAL EXPENDITURES	**27,273**	**158,179**	**105,469**	**6,085,768**	**239,450**	**93,300**	**97,330**
Excess (deficiency) of revenues over expenditures	**633,797**	**554,739**	**606,895**	**(5,259,710)**	**611,370**	**783,020**	**805,270**
110-38 Transfers In	-	-	-	5,950,000	-	-	-
110-58 Transfers Out	(524,678)	(481,057)	(481,057)	(479,995)	(782,835)	(777,641)	(784,385)
Total other financing sources (uses)	**(524,678)**	**(481,057)**	**(481,057)**	**5,470,005**	**(782,835)**	**(777,641)**	**(784,385)**
110 Net change in fund balances	109,119	73,682	125,837	210,295	(171,465)	5,379	20,885
110 Fund Balance (deficit), Beginning	167,124	276,242	276,242	402,079	612,375	440,910	446,289
110 Fund Balance (deficit), Ending	276,242	349,924	402,079	612,375	440,910	446,289	467,174

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

111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
111-32 Licenses and Permits	893,629	636,608	940,666	1,195,100	1,230,830	1,267,660	1,305,590
111-36 Investment Income	-	60	41	30	30	30	30
TOTAL REVENUES	**893,629**	**636,668**	**940,707**	**1,195,130**	**1,230,860**	**1,267,690**	**1,305,620**
111-52 Public Safety	752,982	1,153,178	797,752	1,210,853	1,257,850	1,257,020	1,308,470
111-59 Capital Outlay	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**752,982**	**1,153,178**	**797,752**	**1,210,853**	**1,257,850**	**1,257,020**	**1,308,470**
Excess (deficiency) of revenues over expenditures	**140,647**	**(516,510)**	**142,955**	**(15,723)**	**(26,990)**	**10,670**	**(2,850)**
111-38 Transfers In	258,921	328,507	-	-	-	-	-
111-58 Transfers Out	(88,818)	(63,210)	(88,134)	(119,050)	(122,620)	(126,300)	(130,090)
Total other financing sources (uses)	**170,103**	**265,297**	**(88,134)**	**(119,050)**	**(122,620)**	**(126,300)**	**(130,090)**
111 Net change in fund balances	310,750	(251,213)	54,821	(134,773)	(149,610)	(115,630)	(132,940)
111 Fund Balance (deficit), Beginning	-	310,750	310,750	365,571	230,798	81,188	(34,442)
111 Fund Balance (deficit), Ending	310,750	59,537	365,571	230,798	81,188	(34,442)	(167,382)

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

122 PARKING FUND (COMMITTED; TRANSPORTATION)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
122-34 Charges for Services	-	418,500	423,050	442,800	442,800	442,800	442,800
122-36 Investment Income	-	25	40	44	40	40	40
TOTAL REVENUES	**-**	**418,525**	**423,090**	**442,844**	**442,840**	**442,840**	**442,840**
122-54 Transportation	-	87,500	78,471	85,900	88,160	90,490	92,880
122-59 Capital Outlay	-	126,000	114,426	496,000	120,667	20,667	20,667
TOTAL EXPENDITURES	**-**	**213,500**	**192,897**	**581,900**	**208,827**	**111,157**	**113,547**
Excess (deficiency) of revenues over expenditures	**-**	**205,025**	**230,193**	**(139,056)**	**234,013**	**331,683**	**329,293**
122-38 Transfers In	-	-	-	-	-	-	-
122-58 Transfers Out	-	-	-	-	-	-	-
Total other financing sources (uses)	**-**	**-**	**-**	**-**	**-**	**-**	**-**
122 Net change in fund balances	-	205,025	230,193	(139,056)	234,013	331,683	329,293
122 Fund Balance (deficit), Beginning	-	-	-	230,193	91,138	325,151	656,834
122 Fund Balance (deficit), Ending	-	205,025	230,193	91,138	325,151	656,834	986,127

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

125 TECH FUND (COMMITTED; PUBLIC SAFETY)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
125-36 Investment Income	308	-	208	100	103	106	109
TOTAL REVENUES	**308**	**-**	**208**	**100**	**103**	**106**	**109**
125-52 Public Safety	3,912	127,500	34,860	88,000	50,000	5,000	5,000
125-59 Capital Outlay	114,378	-	-	112,000	-	-	-
TOTAL EXPENDITURES	**118,290**	**127,500**	**34,860**	**200,000**	**50,000**	**5,000**	**5,000**
Excess (deficiency) of revenues over expenditures	**(117,982)**	**(127,500)**	**(34,652)**	**(199,900)**	**(49,897)**	**(4,894)**	**(4,891)**
125-38 Transfers In	170,890	139,982	172,397	197,995	202,331	206,786	211,359
125-58 Transfers Out	-	-	-	-	-	-	-
Total other financing sources (uses)	**170,890**	**139,982**	**172,397**	**197,995**	**202,331**	**206,786**	**211,359**
125 Net change in fund balances	52,908	12,482	137,745	(1,905)	152,434	201,892	206,468
125 Fund Balance (deficit), Beginning	148,499	201,407	201,407	339,152	337,247	489,681	691,573
125 Fund Balance (deficit), Ending	201,407	213,889	339,152	337,247	489,681	691,573	898,041

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

127 WATER QUALITY IMPROVEMENT FUND (ORD & COMP PLAN RESTRICTED) PUBLIC SAFETY)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
127-32 Licenses and Permits	-	-	-	500	500	500	500
127-36 Investment Income	-	-	-	150	150	150	125
TOTAL REVENUES	**-**	**-**	**-**	**650**	**650**	**650**	**625**
127-53 Physical Environment	-	-	-	21,000	21,000	21,000	21,000
127-53 Capital Outlay	-	-	-	150,000	-	-	-
TOTAL EXPENDITURES	**-**	**-**	**-**	**171,000**	**21,000**	**21,000**	**21,000**
Excess (deficiency) of revenues over expenditures	**-**	**-**	**-**	**(170,350)**	**(20,350)**	**(20,350)**	**(20,375)**
127-38 Transfers In	-	-	-	350,008	-	-	-
127-58 Transfers Out	-	-	-	-	-	-	-
Total other financing sources (uses)	**-**	**-**	**-**	**350,008**	**-**	**-**	**-**
127 Net change in fund balances	-	-	-	179,658	(20,350)	(20,350)	(20,375)
127 Fund Balance (deficit), Beginning	-	-	-	-	179,658	159,308	138,958
127 Fund Balance (deficit), Ending	-	-	-	179,658	159,308	138,958	118,583

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; CAPITAL OUTLAYS)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
129-31 Sales and Use Taxes	-	1,390,761	1,717,494	1,556,293	1,602,980	1,651,070	1,700,600
129-36 Investment Income	1,665	150	3,404	2,100	2,100	2,100	2,100
TOTAL REVENUES	**1,665**	**1,390,911**	**1,720,898**	**1,558,393**	**1,605,080**	**1,653,170**	**1,702,700**
129-59 Capital Outlay	2,917,509	3,324,756	717,450	3,022,997	2,500,000	2,500,000	1,475,000
TOTAL EXPENDITURES	**2,917,509**	**3,324,756**	**717,450**	**3,022,997**	**2,500,000**	**2,500,000**	**1,475,000**
Excess (deficiency) of revenues over expenditures	**(2,915,843)**	**(1,933,845)**	**1,003,448**	**(1,464,604)**	**(894,920)**	**(846,830)**	**227,700**
129-38 Transfers In	4,528,463	-	-	2,950,000	-	-	-
129-58 Transfers Out	(127,000)	(353,084)	(353,084)	(353,394)	(1,046,572)	(1,046,791)	(1,046,901)
Total other financing sources (uses)	**4,401,463**	**(353,084)**	**(353,084)**	**2,596,606**	**(1,046,572)**	**(1,046,791)**	**(1,046,901)**
129 Net change in fund balances	1,485,620	(2,286,929)	650,363	1,132,002	(1,941,492)	(1,893,621)	(819,201)
129 Fund Balance (deficit), Beginning	2,093,842	3,579,461	3,579,461	4,229,824	5,361,826	3,420,334	1,526,714
129 Fund Balance (deficit), Ending	3,579,461	1,292,532	4,229,824	5,361,826	3,420,334	1,526,714	707,513

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

213 DEBT SERVICE 2013 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
213-36 Investment Income	474	100	279	200	100	100	100
TOTAL REVENUES	**474**	**100**	**279**	**200**	**100**	**100**	**100**
213-59 Debt Service Principal	401,139	412,531	412,531	424,247	436,296	448,687	461,429
213-59 Debt Service Interest	154,908	142,713	142,713	130,172	117,275	104,012	90,372
TOTAL EXPENDITURES	**556,047**	**555,245**	**555,245**	**554,420**	**553,571**	**552,698**	**551,801**
Excess (deficiency) of revenues over expenditures	**(555,573)**	**(555,145)**	**(554,966)**	**(554,220)**	**(553,471)**	**(552,598)**	**(551,701)**
213-38 Transfers In	555,913	555,245	555,245	554,420	553,571	552,698	551,801
213-58 Transfers Out	-	-	-	-	-	-	-
Total other financing sources (uses)	**555,913**	**555,245**	**555,245**	**554,420**	**553,571**	**552,698**	**551,801**
213 Net change in fund balances	340	100	279	200	100	100	100
213 Fund Balance (deficit), Beginning	92,757	93,097	93,097	93,376	93,576	93,676	93,776
213 Fund Balance (deficit), Ending	93,097	93,197	93,376	93,576	93,676	93,776	93,876

214 DEBT SERVICE 2014 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
214-36 Investment Income	612	100	318	200	100	100	100
TOTAL REVENUES	**612**	**100**	**318**	**200**	**100**	**100**	**100**
214-59 Debt Service Principal	412,740	427,021	427,021	441,795	457,081	472,896	489,258
214-59 Debt Service Interest	317,980	304,397	304,397	289,836	274,771	259,184	243,058
TOTAL EXPENDITURES	**730,720**	**731,418**	**731,418**	**731,631**	**731,852**	**732,080**	**732,316**
Excess (deficiency) of revenues over expenditures	**(730,108)**	**(731,318)**	**(731,100)**	**(731,431)**	**(731,752)**	**(731,980)**	**(732,216)**
214-38 Transfers In	731,280	731,418	731,455	731,631	731,852	732,080	732,316
214-58 Transfers Out	-	-	-	-	-	-	-
Total other financing sources (uses)	**731,280**	**731,418**	**731,455**	**731,631**	**731,852**	**732,080**	**732,316**
214 Net change in fund balances	1,172	100	354	200	100	100	100
214 Fund Balance (deficit), Beginning	244,394	245,566	245,566	245,920	246,120	246,220	246,320
214 Fund Balance (deficit), Ending	245,566	245,666	245,920	246,120	246,220	246,320	246,420

221 DEBT SERVICE 2021 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
221-36 Investment Income	51	-	36	25	25	25	25
TOTAL REVENUES	**51**	**-**	**36**	**25**	**25**	**25**	**25**
221-59 Debt Service Principal	469,477	1,200,000	1,100,000	1,208,000	1,232,000	1,236,000	1,259,000
221-59 Debt Service Interest	35,188	102,077	93,903	88,404	74,514	60,482	46,259
221-51 General Government	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**504,664**	**1,302,077**	**1,193,903**	**1,296,404**	**1,306,514**	**1,296,482**	**1,305,259**
Excess (deficiency) of revenues over expenditures	**(504,613)**	**(1,302,077)**	**(1,193,867)**	**(1,296,379)**	**(1,306,489)**	**(1,296,457)**	**(1,305,234)**
221-38 Transfers In	1,103,919	1,302,077	1,302,077	1,296,404	1,306,514	1,296,482	1,305,259
221-58 Transfers Out	(10,503,768)	-	-	-	-	-	-
221-38 Proceeds from issuance of debt	9,905,000	-	-	-	-	-	-
Total other financing sources (uses)	**505,151**	**1,302,077**	**1,302,077**	**1,296,404**	**1,306,514**	**1,296,482**	**1,305,259**
221 Net change in fund balances	537	-	108,211	25	25	25	25
221 Fund Balance (deficit), Beginning	-	537	537	108,748	108,773	108,798	108,823
221 Fund Balance (deficit), Ending	537	537	108,748	108,773	108,798	108,823	108,848

223 DEBT SERVICE 2023 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
223-36 Investment Income	-	-	-	-	-	-	-
TOTAL REVENUES	**-**	**-**	**-**	**-**	**-**	**-**	**-**
223-59 Debt Service Principal	-	-	-	1,000,000	1,872,801	1,911,471	1,952,075
223-59 Debt Service Interest	-	-	-	-	900,600	861,930	821,326
223-51 General Government	-	-	-	150,000	-	-	-
TOTAL EXPENDITURES	**-**	**-**	**-**	**1,150,000**	**2,773,401**	**2,773,401**	**2,773,401**
Excess (deficiency) of revenues over expenditures	**-**	**-**	**-**	**(1,150,000)**	**(2,773,401)**	**(2,773,401)**	**(2,773,401)**
223-38 Transfers In	-	-	-	1,000,000	2,773,401	2,773,401	2,773,401
223-58 Transfers Out	-	-	-	(29,850,000)	-	-	-
223-38 Proceeds from issuance of debt	-	-	-	30,000,000	-	-	-
Total other financing sources (uses)	**-**	**-**	**-**	**1,150,000**	**2,773,401**	**2,773,401**	**2,773,401**
223 Net change in fund balances	-	-	-	-	-	-	-
223 Fund Balance (deficit), Beginning	-	-	-	-	-	-	-
223 Fund Balance (deficit), Ending	-	-	-	-	-	-	-

300 RENEWAL AND REPLACEMENT FUND (COMMITTED; CAPITAL OUTLAYS)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
300-36 Investment Income	3,139	-	1,853	1,900	250	250	250
TOTAL REVENUES	**3,139**	**-**	**1,853**	**1,900**	**250**	**250**	**250**
300-59 Capital Outlay	1,719,072	2,784,199	1,578,529	2,737,218	1,819,363	2,593,363	1,720,819
TOTAL EXPENDITURES	**1,719,072**	**2,784,199**	**1,578,529**	**2,737,218**	**1,819,363**	**2,593,363**	**1,720,819**
Excess (deficiency) of revenues over expenditures	**(1,715,934)**	**(2,784,199)**	**(1,576,676)**	**(2,735,318)**	**(1,819,113)**	**(2,593,113)**	**(1,720,569)**
300-38 Transfers In	2,622,055	1,410,814	1,443,664	1,633,748	1,870,313	2,644,763	1,772,419
300-58 Transfers Out	-	-	-	-	-	-	-
Total other financing sources (uses)	**2,622,055**	**1,410,814**	**1,443,664**	**1,633,748**	**1,870,313**	**2,644,763**	**1,772,419**
300 Net change in fund balances	906,122	(1,373,385)	(133,012)	(1,101,570)	51,200	51,650	51,850
300 Fund Balance (deficit), Beginning	496,839	1,402,960	1,402,960	1,269,948	168,378	219,578	271,228
300 Fund Balance (deficit), Ending	1,402,960	29,575	1,269,948	168,378	219,578	271,228	323,078

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

305 GRANT AND GF CAPITAL PROJECT FUND (RESTRICTED; CAPITAL OUTLAYS)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
305-33 Intergovernmental	-	7,298,208	3,209,914	23,269,712	1,000,000	1,000,000	1,000,000
305-36 Contributions	-	30,000	30,000	-	-	-	-
TOTAL REVENUES	**-**	**7,328,208**	**3,239,914**	**23,269,712**	**1,000,000**	**1,000,000**	**1,000,000**
305-59 Capital Outlay	5,263,173	9,011,020	4,432,068	33,124,712	160,000	-	-
TOTAL EXPENDITURES	**5,263,173**	**9,011,020**	**4,432,068**	**33,124,712**	**160,000**	**-**	**-**
Excess (deficiency) of revenues over expenditures	**(5,263,173)**	**(1,682,812)**	**(1,192,154)**	**(9,855,000)**	**840,000**	**1,000,000**	**1,000,000**
305-38 Transfers In	5,263,173	1,682,811	1,192,156	10,855,000	160,000	-	-
305-58 Transfers Out	-	-	-	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
Total other financing sources (uses)	**5,263,173**	**1,682,811**	**1,192,156**	**9,855,000**	**(840,000)**	**(1,000,000)**	**(1,000,000)**
305 Net change in fund balances	(0)	(1)	1	-	-	-	-
305 Fund Balance (deficit), Beginning	-	(0)	(1)	(0)	(0)	(0)	(0)
305 Fund Balance (deficit), Ending	(0)	(1)	(0)	(0)	(0)	(0)	(0)

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

315 IMPACT AND OTHER RESTRICTED FUND (RESTRICTED IN GF; CAPITAL OUTLAYS)	FY2021 ACTUALS	FY2022 BUDGET	FY2022 PROJECTION	FY2023 TENTATIVE BUDGET	FY2024 PROJECTION	FY2025 PROJECTION	FY2026 PROJECTION
315-32 Impact Fees	590,174	115,500	90,840	105,500	105,500	105,500	105,500
315-32 Licenses and Permits	-	-	706,919	780,000	783,900	787,820	791,759
315-31 Sales and Use Taxes	-	231,400	245,404	264,384	265,706	267,034	268,370
315-36 Investment Income	6,527	-	3,027	1,920	1,920	1,920	1,920
315-36 Miscellaneous Revenue	1,884	500	1,383	-	-	-	-
TOTAL REVENUES	**598,585**	**347,400**	**1,047,574**	**1,151,804**	**1,157,026**	**1,162,274**	**1,167,548**
315-59 Capital Outlay	833,727	1,540,565	821,663	6,210,000	3,610,000	3,000,000	3,000,000
TOTAL EXPENDITURES	**833,727**	**1,540,565**	**821,663**	**6,210,000**	**3,610,000**	**3,000,000**	**3,000,000**
Excess (deficiency) of revenues over expenditures	**(235,141)**	**(1,193,165)**	**225,911**	**(5,058,196)**	**(2,452,974)**	**(1,837,726)**	**(1,832,452)**
315-38 Transfers In	235,580	-	-	10,950,000	-	-	-
315-58 Transfers Out	-	-	-	(350,008)	(780,477)	(780,477)	(780,477)
Total other financing sources (uses)	**235,580**	**-**	**-**	**10,599,992**	**(780,477)**	**(780,477)**	**(780,477)**
315 Net change in fund balances	438	(1,193,165)	225,911	5,541,796	(3,233,451)	(2,618,203)	(2,612,929)
315 Fund Balance (deficit), Beginning	3,302,414	3,302,853	3,302,853	3,528,764	9,070,560	5,837,109	3,218,906
315 Fund Balance (deficit), Ending	3,302,853	2,109,688	3,528,764	9,070,560	5,837,109	3,218,906	605,977

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

GENERAL FUND DETAILS

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	01300	311100		CURRENT AD VALOREM TAXES	8,514,607	9,066,156	9,066,156	10,342,142	10,859,200	11,402,200	11,972,300
01	01300	311200		PRIOR YEAR AD VALOREM TAXES	54,971	5,000	74	5,000	5,000	5,000	5,000
01	01300	311300		AD VALOREM DISCOUNTS, PENALTIES, INT	(309,003)	(491,246)	(336,582)	(562,725)	(434,400)	(456,100)	(478,900)
01	01300	312410		LOCAL OPTION GAS TAX#1	558,055	510,814	543,664	581,723	584,600	587,500	590,400
01	01300	312420		LOCAL OPTION GAS TAX#2	235,580						
01	01300	312630		OKAL 1/2 PENNY SALES TAX	1,613,806						
01	01300	315100		COMMUNICATIONS SERVICES TAXES	882,821	891,099	889,438	956,431	948,800	941,200	933,700
01	01300	316000		LOCAL BUSINESS TAX RECEIPT	189,085	205,500	78,889	205,500	205,500	205,500	205,500
01	01300	316100		FLORIDA LEAGUE COLLECTED LBTR	-	750	125	400	400	400	400
01	01300	316300		DELQ LCL BUSINESS TAX RCPT	1,066	531	22,648	1,000	1,030	1,060	1,090
01	01300	323100		ELECTRIC FRANCHISE	1,718,627	1,730,000	1,937,100	1,750,800	1,771,810	1,793,070	1,814,590
01	01300	323400		GAS FRANCHISE FEES	272,849	288,739	304,813	292,200	295,710	299,260	302,850
01	01300	323700		SOLID WASTE FRANCHISE	43,300	40,413	32,180	130,500	134,420	138,450	142,600
01	01300	325100		SPECIAL ASSESSMENT-CAP IMPRV	30,324						
01	01300	329400		LIVERY VESSEL PERMIT FEE	46,450	40,000	34,950	40,000	40,000	40,000	40,000
01	01300	329500		RENTAL REGISTRATION FEE	542,175	514,382	634,705	544,100	549,540	555,040	560,590
01	01300	329502		ZONING REVIEW FEES	175,659	157,187	199,446	185,200	187,420	189,670	191,950
01	01300	329503		R-O-W PERMIT FEES	47,477	48,000	8,045	7,800	7,800	7,800	7,800
01	01300	329504		BEACH VENDOR PERMIT	8,850	6,000	10,200	10,200	10,200	10,200	10,200
01	01300	329507		MARINE APPLICATION FEES	100	2,150	-	2,150	2,150	2,150	2,150
01	01300	334490		GRANTS/MEDIAN MAINTENANCE	24,248	39,619	39,618	39,600	39,600	39,600	39,600
01	01300	334492		TRAFFIC SIGNAL/HWY LGT MAINT	140,166	144,117	144,117	146,300	148,490	150,720	152,980
01	01300	334720		FDEP OPS LEONARD DESTIN PARK	86,174	84,809	115,353	156,711	160,470	164,590	168,830
01	01300	335125		MUNICIPAL SHARING TAX	472,528	464,601	482,772	548,621	555,200	561,860	568,600
01	01300	335140		MOBILE HOME TAX	647	431	1,015	700	700	700	700
01	01300	335150		ALCOHOL AND BEVERAGE TAX	67,698	24,122	19,388	60,100	60,820	61,550	62,290
01	01300	335180		1/2 CENT SALES TAX	1,694,966	1,470,481	1,775,844	1,641,243	1,682,300	1,724,400	1,767,500
01	01300	337710		BEACH OPERATIONS/TDC (bocc) FUNDING	347,572	400,000	400,000	258,000	-	-	-
01	01300	337711		BEACH CIP FUNDING/TDC	104,232	59,000	59,000	-	-	-	-
01	01300	337712		BEACH OPERATIONS/TDC 48.5% OF 12.5%	-	-	-	200,000	630,000	630,000	630,000
01	01300	338000		COUNTY OCCUPATIONAL LICENSES	22,430	15,000	11,269	18,600	19,160	19,730	20,320
01	01300	338001		COUNTY LIBRARY COOPERATIVE	46,972	61,690	71,470	71,500	71,500	71,500	71,500
01	01300	341300		ADMINISTRATIVE SERVICE FEES	63,741	-	293,645	11,500	11,850	12,210	12,580
01	01300	341900		OTHER CHARGES/FEES	347	358	1,006	500	520	540	560
01	01300	341920		ENGINEERING FEES	480	200	58,389	35,100	35,100	35,100	35,100
01	01300	341930		ELECTION QUALIFYING FEES	-	200	200	-	200	-	200
01	01300	343800		CEMETERY LOT/SEA MEMORIAL	50,965	29,102	27,474	21,600	22,250	22,920	23,610
01	01300	344500		PARKING FEES	474,378						
01	01300	347100		LIBRARY SERVICE FEES	3,791	3,630	5,136	6,000	6,060	6,120	6,180
01	01300	347110		LIBRARY MISC FEES	2,715	2,018	3,678	2,900	2,930	2,960	2,990

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	01300	347200		PARK SERVICE FEES	6,142	10,000	30,478	10,600	10,920	11,250	11,590
01	01300	347260		JOE'S BAYOU ANNUAL PASS	14,191	10,000	13,916	15,000	15,300	15,610	15,920
01	01300	347262		JOE'S BAYOU REC FEES-HONOR BOX	90,155	95,000	82,410	95,000	96,900	98,840	100,820
01	01300	347265		HENDERSON BEACH PARK PASS	18,624	13,000	18,450	19,700	19,900	20,100	20,300
01	01300	347530		COMMUNITY CENTER	84,187	76,390	108,814	98,400	100,370	102,380	104,430
01	01300	347550		MORGANS SPORTS COMPLEX	123,636	90,000	135,076	139,200	143,380	147,680	152,110
01	01300	347560		SPORTS COMPLEX CONCESSIONS	3,769	1,500	5,000	8,200	8,450	8,700	8,960
01	01300	351000		TRAFFIC FINES	31,301	38,895	30,591	30,700	30,700	30,700	30,700
01	01300	352000		LIBRARY FINES	244	200	17	-	-	-	-
01	01300	354100		CODE VIOLATION FINES	7,696	500	9,176	8,500	8,500	8,500	8,500
01	01300	354200		CONSTRUCTION BOARD VIOLATIONS	2,000	100	2,000	2,000	2,000	2,000	2,000
01	01300	354300		PARKING FINES	38,589	20,262	23,640	30,300	30,300	30,300	30,300
01	01300	361100		INTEREST EARNINGS	1,238	1,084	519	600	600	600	600
01	01300	361104		P-CARD EARNED INTEREST	4,971	2,000	-	4,000	4,000	4,000	4,000
01	01300	361105		INTEREST EARNINGS	16,293	10,000	9,328	10,500	10,500	10,500	10,500
01	01300	362000		AIRPORT PROPERTY RENT	-	1	-	1	1	1	1
01	01300	365000		SURPLUS SALES	30,724	200	13,965	600	600	600	600
01	01300	366110		LIBRARY DONATIONS	1,275	1,000	2,224	1,000	1,000	1,000	1,000
01	01300	366140		OTHER DONATIONS/CONTRIBUTIONS	-	1,000	-	100	100	100	100
01	01300	366150		PARK DONATIONS	-	-	5,579	-	-	-	-
01	01300	366190		DOG PARK DONATIONS	591	500	641	600	600	600	600
01	01300	369000		OTHER MISCELLANEOUS REVENUE	18,096	2,000	10,169	3,000	3,000	3,000	3,000
01	01300	369100		OVER/UNDER	268	-	29	-	-	-	-
01	01300	331500	FM637	FEMA - CTP SEAWALL MICHAEL	-	-	143,071				
01	01300	331500	SALLY	FEDERAL GRANTS/FEMA	90,008	-	11,563				
01	01300	337712	CM001	TDC BEACH LAND ACQ GRANT	4,054,946						
01	01300	331100	COV19	FEDERAL CARES ACT OP GRANT	(42,650)	-	79				
01	01300	331302	CRH63	RESTORE PARK CIP GRANT	518,383						
01	01300	334491	EN615	STATE GRANT - TRANSPORTATI AND BOCC	336						
01	01300	331700	LB001	FED GRANT / IMLS CARES LIBRARY	50,366						
01	01300	331301	SW51L	NFWF STORMWATER CIP GRANT	374,025						
700	700300	361100		INTEREST EARNINGS	291,529	75,000	278,993	250,000	252,500	255,000	257,600
700	700300	361400		GAIN/LOSS ON SALE OF INVSTMNTS	(250,557)	10,000	(905,887)	10,000	10,100	10,200	10,300
700	70051320	531000		INVESTMENT ADMIN EXPENSES	(58,455)	(40,000)	(53,874)	(40,000)	(40,400)	(40,800)	(41,200)
				Total 01300 REVENUE	**23,752,772**	**16,233,485**	**16,911,191**	**18,409,397**	**19,325,651**	**19,947,761**	**20,598,491**
								18,321,597			
01	0151110	531000		PROFESSIONAL SERVICES	42,962	27,375	31,575	-	-	-	-
01	0151110	534000		OTHER CONTRACTS	8,749	18,000	14,139	20,000	20,600	21,220	21,860
01	0151110	540000		TRAVEL/PER DIEM	2,352	12,700	3,076	13,000	13,390	13,790	14,200
01	0151110	546000		REPAIRS AND MAINTENANCE	21	1,000	167	1,000	1,000	1,000	1,000

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0151110	547000		PRINTING AND BINDING	-	-	33	-	-	-	-
01	0151110	548000		PROMOTIONAL ACTIVITIES	961	-	-	-	20,000	-	-
01	0151110	552000		OPERATING SUPPLIES	19,120	19,000	17,400	21,000	21,630	22,280	22,950
01	0151110	554000		BOOKS, SUBS, MEMBERSHIPS	4,703	5,550	5,469	5,500	5,500	5,500	5,500
01	0151110	555000		TRAINING	690	-	700	-	-	-	-
01	0151110	582000		CONTRIBUTIONS	8,000	1,000	-	1,000	1,000	1,000	1,000
01	0151110	599000		CONTINGENCIES	-	110,000	-	95,000	25,000	25,000	25,000
				Total 0151110 CITY COUNCIL	**87,558**	**194,625**	**72,558**	**156,500**	**108,120**	**89,790**	**91,510**
01	0151212	511000		EXECUTIVE SALARIES	140,433	135,173	140,134	152,106	158,190	164,520	171,100
01	0151212	512000		REGULAR SALARIES	323,607	352,404	333,630	403,799	419,950	436,750	454,220
01	0151212	515000		SPECIAL PAY	210	125	30	-	-	-	-
01	0151212	521000		FICA TAXES	7,570	10,602	8,338	9,732	10,120	10,520	10,940
01	0151212	522000		RETIREMENT CONTRIBUTIONS	52,404	48,418	48,254	67,230	69,920	72,720	75,630
01	0151212	522001		CITY MANAGER RETIREMENT 401A	7,024	7,240	6,992	11,408	11,860	12,330	12,820
01	0151212	523000		LIFE/HEALTH INSURANCE	86,209	75,526	79,187	82,317	84,790	87,330	89,950
01	0151212	524000		WORKER'S COMPENSATION	-	7,258	7,711	12,089	12,450	12,820	13,200
01	0151212	531000		PROFESSIONAL SERVICES	16,375	37,375	10,375	30,000	30,900	31,830	32,780
01	0151212	534000		OTHER CONTRACTS	1,602	4,500	1,097	4,500	4,640	4,780	4,920
01	0151212	540000		TRAVEL/PER DIEM	-	11,000	4,221	11,000	11,330	11,670	12,020
01	0151212	541025		IT COMMUNICATIONS	-	-	112	480	490	500	520
01	0151212	544000		RENTS AND LEASES	-	-	-	-	-	-	-
01	0151212	547000		PRINTING AND BINDING	110	5,000	833	5,000	5,150	5,300	5,460
01	0151212	548000		ADS/PROMOTIONAL ACTIVITIES	8,869	15,000	7,895	15,000	15,450	15,910	16,390
01	0151212	549000		OTHER CURRENT CHARGES	-	-	-	-	-	-	-
01	0151212	551000		OFFICE SUPPLIES	1,707	2,000	1,087	2,000	2,060	2,120	2,180
01	0151212	552000		OPERATING SUPPLIES	3,679	11,000	8,071	11,800	12,150	12,510	12,890
01	0151212	554000		BOOKS, SUBS, MEMBERSHIPS	5,596	9,500	6,731	9,500	9,790	10,080	10,380
01	0151212	555000		TRAINING	2,360	7,000	3,894	7,000	7,210	7,430	7,650
01	0151212	582000		CONTRIBUTIONS	-	-	-	-	-	-	-
01	0151212	599000		CONTINGENCIES	-	20,000	5,500	20,000	20,000	20,000	20,000
01	0151212	534000	COV19	OTHER CONTRACTS	1,873	1,995	2,328				
				Total 0151212 CITY MANAGER	**659,628**	**761,116**	**676,420**	**854,961**	**886,450**	**919,120**	**953,050**
01	0151215	512000		REGULAR SALARIES	174,531	190,335	179,407	211,518	219,980	228,780	237,930
01	0151215	514000		OVERTIME PAY	-	5,175	863	725	750	780	810
01	0151215	521000		FICA TAXES	2,456	2,760	2,541	2,422	2,520	2,620	2,720
01	0151215	522000		RETIREMENT CONTRIBUTIONS	21,816	20,937	18,321	26,440	27,500	28,600	29,740
01	0151215	523000		LIFE/HEALTH INSURANCE	39,089	37,890	37,917	45,167	46,070	46,990	47,930
01	0151215	524000		WORKER'S COMPENSATION	-	2,833	3,010	5,098	5,450	5,830	6,240

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0151215	534000		OTHER CONTRACTS	1,030	5,185	3,072	3,200	3,330	3,460	3,600
01	0151215	540000		TRAVEL/PER DIEM	-	1,500	250	1,500	1,550	1,600	1,650
01	0151215	541025		IT COMMUNICATIONS	-	-	-	480	480	480	480
01	0151215	542000		FREIGHT & POSTAGE SERVICES	-	7,100	6,924	1,000	1,000	1,000	1,000
01	0151215	543000		UTILITIES	-	22,000	-	-	-	-	-
01	0151215	544000		RENTS AND LEASES	-	1,400	1,356	1,356	1,360	1,360	1,360
01	0151215	547000		PRINTING AND BINDING	7,270	21,000	12,650	5,000	5,000	5,000	5,000
01	0151215	548000		AD/PROMOTIONAL ACTIVITIES	28,384	65,000	48,800	10,000	10,000	10,000	10,000
01	0151215	549001		MERCHANT SERVICES	872	-	615	1,000	1,000	1,000	1,000
01	0151215	551000		OFFICE SUPPLIES	519	4,000	2,637	3,000	3,000	3,000	3,000
01	0151215	552000		OPERATING SUPPLIES	46	7,300	7,248	4,000	4,000	4,000	4,000
01	0151215	554000		BOOKS, SUBS, MEMBERSHIPS	415	3,900	1,786	1,500	1,500	1,500	1,500
01	0151215	555000		TRAINING	150	500	133	500	500	500	500
01	0151322	534000		OTHER CONTRACTS	3,338						
01	0151322	542000		FREIGHT & POSTAGE SERVICES	6,372						
01	0151322	543000		UTILITIES	21,394						
01	0151322	544000		RENTS AND LEASES	1,356						
01	0151322	546000		REPAIRS AND MAINTENANCE	-						
01	0151322	547000		PRINTING AND BINDING	9,184						
01	0151322	549000		OTHER CHARGES	12,856						
01	0151322	551000		OFFICE SUPPLIES	2,019						
01	0151322	552000		OPERATING SUPPLIES	1,745						
01	0151322	554000		BOOKS, SUBS, MEMBERSHIPS	2,130						
01	0151322	552000	COV19	OPERATING SUPPLIES	-						
				Total 0151215 CITY CLERK (FY22+ INCLUDES ADMI	**336,971**	**398,815**	**327,530**	**323,906**	**334,990**	**346,500**	**358,460**
01	0151320	512000		REGULAR SALARIES	189,037	198,096	202,320	219,590	228,370	237,500	247,000
01	0151320	521000		FICA TAXES	2,541	2,872	2,792	2,877	2,990	3,110	3,230
01	0151320	522000		RETIREMENT CONTRIBUTIONS	23,630	21,791	20,591	26,718	27,790	28,900	30,060
01	0151320	523000		LIFE/HEALTH INSURANCE	38,859	43,416	35,220	39,370	40,160	40,960	41,780
01	0151320	524000		WORKER'S COMPENSATION	-	2,949	3,133	5,151	5,510	5,900	6,310
01	0151320	525000		UNEMPLOYMENT COMPENSATION	825	-	(1,975)	-	-	-	-
01	0151320	527000		OTHER BENEFITS (RELO)	-	3,500	-	-	-	-	-
01	0151320	531000		PROFESSIONAL SERVICES	12,467	16,885	14,809	62,000	10,000	10,300	10,610
01	0151320	532000		AUDIT SERVICES	29,000	55,500	55,500	57,200	58,920	60,690	62,510
01	0151320	540000		TRAVEL/PER DIEM	265	2,100	350	6,850	7,060	7,270	7,490
01	0151320	542000		FREIGHT & POSTAGE SERVICES	-	-	74	100	100	100	100
01	0151320	547000		PRINTING AND BINDING	1,059	1,090	1,338	2,500	2,580	2,660	2,740
01	0151320	549000		OTHER CHARGES	3,981	3,888	5,466	4,000	4,120	4,240	4,370
01	0151320	549001		MERCHANT SERVICES	-	250	67	250	260	270	280
01	0151320	549002		PARKING PMT PROCESSING	114,775	-	-	-	-	-	-

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0151320	549005		TC COMMISSIONS PD	6,134	5,000	2,823	4,700	4,840	4,990	5,140
01	0151320	549086		WRITE OFF TO BAD DEBT	(19,405)	10,000	26,790	10,000	10,000	10,000	10,000
01	0151320	551000		OFFICE SUPPLIES	1,096	1,308	818	1,100	1,130	1,160	1,190
01	0151320	552000		OPERATING SUPPLIES	442	258	1,581	1,100	1,130	1,160	1,190
01	0151320	554000		BOOKS, SUBS, MEMBERSHIPS	1,385	1,282	628	1,300	1,340	1,380	1,420
01	0151320	555000		TRAINING	3,495	5,209	4,389	6,100	6,280	6,470	6,660
				Total 0151320 FINANCE	**409,586**	**375,394**	**376,715**	**450,906**	**412,580**	**427,060**	**442,080**
01	0151321	512000		REGULAR SALARIES	92,780	104,102	102,313	124,282	129,250	134,420	139,800
01	0151321	515000		SPECIAL PAY	750	1,300	967	1,300	1,350	1,400	1,460
01	0151321	521000		FICA TAXES	2,536	3,838	3,589	1,423	1,480	1,540	1,600
01	0151321	522000		RETIREMENT CONTRIBUTIONS	9,140	8,012	7,217	14,477	15,060	15,660	16,290
01	0151321	523000		LIFE/HEALTH INSURANCE	5,334	5,305	2,065	16,660	16,990	17,330	17,680
01	0151321	524000		WORKER'S COMPENSATION	-	1,550	1,646	2,995	3,200	3,420	3,660
01	0151321	527000		OTHER BENEFITS	-	12,000	9,960	22,500	22,500	22,500	22,500
01	0151321	531000		PROFESSIONAL SERVICES	1,629	47,500	31,421	25,600	26,370	27,160	27,970
01	0151321	534000		OTHER CONTRACTS	484	1,200	200	1,200	1,240	1,280	1,320
01	0151321	535000		INVESTIGATIONS	782	1,000	1,442	1,000	1,030	1,060	1,090
01	0151321	540000		TRAVEL/PER DIEM	68	900	321	3,700	3,810	3,920	4,040
01	0151321	541025		IT COMMUNICATIONS	-	-	(32)	480	490	500	520
01	0151321	545000		RISK MANAGEMENT INSURANCE	43,327	31,491	42,355	24,339	25,070	25,820	26,590
01	0151321	546000		REPAIRS AND MAINTENANCE	-	1,500	250	1,500	1,500	1,500	1,500
01	0151321	548000		PROMOTIONAL ACTIVITIES	-	-	1,205	-	-	-	-
01	0151321	548001		PROMOTIONAL ACTIVITIES/WELLNES	565	1,250	849	1,000	1,030	1,060	1,090
01	0151321	549000		OTHER CURRENT CHARGES	309	500	188	500	520	540	560
01	0151321	551000		OFFICE SUPPLIES	275	3,500	1,383	5,700	5,870	6,050	6,230
01	0151321	551001		OFFICE SUPPLIES/WELLNESS	-	500	83	2,000	2,060	2,120	2,180
01	0151321	552000		OPERATING SUPPLIES	2,481	3,315	2,767	33,450	34,450	35,480	36,540
01	0151321	552001		OPERATING SUPPLIES, WELLNESS	321	700	117	-	-	-	-
01	0151321	552025		IT OPS SOFTWARE &WORKSTATIONS	-	-	858	500	520	540	560
01	0151321	554000		BOOKS, SUBSCRIPTIONS, MBRSHIPS	998	7,000	2,036	1,000	1,030	1,060	1,090
01	0151321	554001		BOOKS,SUBS/WELLNESS	462	400	67	-	-	-	-
01	0151321	555000		TRAINING	6,442	10,000	14,007	4,200	4,330	4,460	4,590
01	0151321	555001		TRAINING - WELLNESS	-	100	17	-	-	-	-
				Total 0151321 HUMAN RESOURCES	**168,684**	**246,962**	**227,292**	**289,806**	**299,150**	**308,820**	**318,860**
01	0151324	512000		REGULAR SALARIES	75,245	126,000	85,031	86,831	90,300	93,910	97,670
01	0151324	514000		OVERTIME PAY	822	3,640	1,055	-	-	-	-
01	0151324	521000		FICA TAXES	1,048	1,827	1,196	994	1,030	1,070	1,110
01	0151324	522000		RETIREMENT CONTRIBUTIONS	5,705	13,860	6,666	9,411	9,790	10,180	10,590
01	0151324	523000		LIFE/HEALTH INSURANCE	54,053	26,644	33,930	31,707	32,340	32,990	33,650

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0151324	524000		WORKER'S COMPENSATION	-	1,876	1,993	2,093	2,240	2,400	2,570
01	0151324	531000		PROFESSIONAL SERVICES	-	4,796	4,796		-	-	-
01	0151324	534000		OTHER CONTRACTS	8,230	1,704	20,000	3,500	3,610	3,720	3,830
01	0151324	541025		IT COMMUNICATIONS	-	-	240	1,440	1,480	1,520	1,570
01	0151324	543000		UTILITIES	26,604	29,000	47,664	44,000	45,320	46,680	48,080
01	0151324	544000		RENTS AND LEASES	-	1,200	1,300	1,200	1,240	1,280	1,320
01	0151324	546000		REPAIRS AND MAINTENANCE	18,044	60,825	34,794	45,975	45,980	45,980	45,980
01	0151324	551000		OFFICE SUPPLIES	-	-	156	-	-	-	-
01	0151324	552000		OPERATING SUPPLIES	19,068	58,500	34,494	24,300	25,030	25,780	26,550
01	0151324	554000		BOOKS, SUBSCRIP, MEMBERSHIPS	15	-	-	-	-	-	-
01	0151324	555000		TRAINING	-	-	-	-	-	-	-
				Total 0151324 FACILITIES MAINTENANCE	**208,833**	**329,872**	**273,314**	**251,451**	**258,360**	**265,510**	**272,920**
01	0151430	531001		CITY ATTORNEY	161,882	165,247	144,206	165,247	170,200	175,310	180,570
01	0151430	531002		LABOR ATTORNEY	7,379	6,885	8,663	10,000	10,300	10,610	10,930
01	0151430	531003		LAND USE ATTORNEY	221,546	191,000	192,953	191,000	191,000	191,000	191,000
01	0151430	531004		FRANCHISE ATTORNEY	35,107	25,000	21,506	25,000	25,750	26,520	27,320
01	0151430	531005		MISCELLANEOUS REPRESENTATION	118,833	90,000	105,976	100,000	103,000	106,090	109,270
				Total 0151430 LEGAL SERVICES	**544,746**	**478,132**	**473,304**	**491,247**	**500,250**	**509,530**	**519,090**
01	0151531	512000		REGULAR SALARIES	274,816	440,574	414,918	511,186	531,630	552,900	575,020
01	0151531	514000		OVERTIME PAY	2,826	196	186	-	-	-	-
01	0151531	521000		FICA TAXES	3,698	6,388	5,887	5,853	6,090	6,330	6,580
01	0151531	522000		RETIREMENT CONTRIBUTIONS	26,168	48,463	38,453	57,259	59,550	61,930	64,410
01	0151531	523000		LIFE/HEALTH INSURANCE	51,489	45,693	83,433	121,504	123,930	126,410	128,940
01	0151531	524000		WORKER'S COMPENSATION	-	6,558	6,966	12,320	13,180	14,100	15,090
01	0151531	527000		OTHER BENEFITS (RELO)	15,407	10,000	1,667	-	-	-	-
01	0151531	531000		PROFESSIONAL SERVICES	154,002	493,751	472,001	200,000	200,000	200,000	200,000
01	0151531	531001		HARBOR DISTRICT IMPRV/DESIGN	-	-	-	-	-	-	-
01	0151531	534000		OTHER CONTRACTS	5,787	-	-	-	-	-	-
01	0151531	540000		TRAVEL/PER DIEM	5,001	9,000	6,730	9,900	10,200	10,510	10,830
01	0151531	541025		IT COMMUNICATIONS	-	-	274	480	490	500	520
01	0151531	542000		POSTAGE	-	-	1,922	4,000	4,120	4,240	4,370
01	0151531	545000		RISK MANAGEMENT INSURANCE	4,397	4,367	6,059	8,473	8,730	8,990	9,260
01	0151531	546000		REPAIRS AND MAINTENANCE	578	4,344	1,427	10,950	10,950	10,950	10,950
01	0151531	547000		PRINTING AND BINDING	5,749	-	4,123	7,750	7,980	8,220	8,470
01	0151531	548000		ADVERTISING	-	-	-	9,200	9,480	9,760	10,050
01	0151531	549000		OTHER CURRENT CHARGES	-	-	-	-	-	-	-
01	0151531	549001		MERCHANT SERVICES	2,789	-	12,795	18,000	18,540	19,100	19,670
01	0151531	551000		OFFICE SUPPLIES	4,411	2,500	3,095	3,000	3,090	3,180	3,280
01	0151531	552000		OPERATING SUPPLIES	2,191	3,000	2,314	3,300	3,400	3,500	3,610

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0151531	552025		OPS SOFTWARE & WORKSTATIONS	2,949	-	1,677	3,500	3,610	3,720	3,830
01	0151531	554000		BOOKS, SUBS, MEMBERSHIPS	1,874	3,174	2,346	3,500	3,610	3,720	3,830
01	0151531	555000		TRAINING	830	5,000	4,233	5,500	5,670	5,840	6,020
				Total 0151531 COMMUNITY DEVELOPMEI	**564,963**	**1,083,008**	**1,070,502**	**995,675**	**1,024,250**	**1,053,900**	**1,084,730**
01	0151932	512000		REGULAR SALARIES	208,263	276,044	233,934	291,113	302,760	314,870	327,460
01	0151932	514000		OVERTIME PAY	745	1,000	167	-	-	-	-
01	0151932	521000		FICA TAXES	3,684	4,003	3,562	3,333	3,470	3,610	3,750
01	0151932	522000		RETIREMENT CONTRIBUTIONS	24,526	30,365	18,796	32,365	33,660	35,010	36,410
01	0151932	523000		LIFE/HEALTH INSURANCE	31,742	59,763	41,270	65,245	66,550	67,880	69,240
01	0151932	524000		WORKER'S COMPENSATION	-	4,109	4,366	7,016	7,510	8,040	8,600
01	0151932	531000		PROFESSIONAL SERVICES	-	-	-	15,000	15,000	-	-
01	0151932	540000		TRAVEL/PER DIEM	-	4,500	750	7,500	7,730	7,960	8,200
01	0151932	541005		COMMUNICATIONS-CELL & RADIO	4,720	1,500	8,039	-	-	-	-
01	0151932	541025		COMMUNICATIONS SERVICES	27,575	22,956	23,507	22,200	22,870	23,560	24,270
01	0151932	544025		RENTS AND LEASES	(0)	900	150	-	-	-	-
01	0151932	546025		REPAIRS AND MAINTENANCE	2,487	4,781	1,010	11,520	11,870	12,230	12,600
01	0151932	547025		IT PRINTER MGMT	-	-	-	2,880	2,970	3,060	3,150
01	0151932	551000		OFFICE SUPPLIES	223	750	163	600	620	640	660
01	0151932	552000		OPERATING SUPPLIES	4,829	5,000	1,926	450	460	470	480
01	0151932	552025		SOFTWARE/WORKSTATIONS	33,576	59,337	52,251	44,376	45,710	47,080	48,490
01	0151932	554000		BKS, SUBS, MEMBERSHIPS	2,250	300	1,916	1,300	1,340	1,380	1,420
01	0151932	555000		TRAINING	449	4,500	2,947	7,500	7,730	7,960	8,200
01	0151932	555025		IT TRAINING all staff	-	-	-	1,080	1,110	1,140	1,170
01	0151932	568000		CAPITAL LEASE (INCEPTION)	-	-	-	45,000	-	-	45,000
01	0151932	541000	COV19	COMMUNICATIONS SERVICES	356						
				Total 0151932 INFORMATION TECHNOLO	**345,426**	**479,808**	**394,753**	**558,478**	**531,360**	**534,890**	**599,100**
				TOTAL GENERAL GOVERNMENT	***3,326,395***	***4,347,731***	***3,892,388***	***4,372,930***	***4,355,510***	***4,455,120***	***4,639,800***
01	0152140	512000		REGULAR SALARIES	8,741	14,150	6,697	28,069	28,070	28,070	28,070
01	0152140	514000		OVERTIME PAY	-	200	33	-	-	-	-
01	0152140	521000		FICA TAXES	669	410	378	2,062	2,060	2,060	2,060
01	0152140	522000		RETIREMENT CONTRIBUTIONS	-	-	45	-	-	-	-
01	0152140	523000		LIFE/HEALTH INSURANCE	-	-	-	576	580	580	580
01	0152140	524000		WORKER'S COMPENSATION	-	211	224	-	-	-	-
01	0152140	531000		PROFESSIONAL SERVICES	-	1,872	2,183	-	-	-	-
01	0152140	534000		OTHER CONTRACTS	-	1,000	167	-	-	-	-
01	0152140	534003		CONTRACTED LAW ENFORCEMNT	1,891,361	2,454,990	2,454,990	2,582,921	2,660,410	2,740,220	2,822,430
01	0152140	534000	COV19	OTHER CONTRACTS	408,062						
01	0152140	534521		CONTRACTED LIFEGUARD SVCS	100,000	101,128	100,000	100,000	103,000	106,090	109,270

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0152140	545000		RISK MANAGEMENT INSURANCE	7,464	7,413	10,346	9,589	9,880	10,180	10,490
01	0152140	546000		REPAIRS AND MAINTENANCE	-	1,500	1,498	8,762	9,020	9,290	9,570
01	0152140	552000		OPERATING SUPPLIES	120	124	1,180	-	-	-	-
				Total 0152140 PUBLIC SAFETY	**2,416,417**	**2,582,998**	**2,577,741**	**2,731,979**	**2,813,020**	**2,896,490**	**2,982,470**
01	0152442	512000		REGULAR SALARIES	292,270	383,089	323,625	417,583	434,290	451,660	469,730
01	0152442	514000		OVERTIME PAY	6,953	12,000	2,000	12,000	12,000	12,000	12,000
01	0152442	521000		FICA TAXES	5,212	8,371	5,235	4,781	4,970	5,170	5,380
01	0152442	522000		RETIREMENT CONTRIBUTIONS	31,050	37,981	25,121	46,846	48,720	50,670	52,700
01	0152442	523000		LIFE/HEALTH INSURANCE	90,539	74,555	66,326	106,969	109,110	111,290	113,520
01	0152442	524000		WORKER'S COMPENSATION	-	5,702	6,059	10,064	10,770	11,520	12,330
01	0152442	527000		OTHER BENEFITS (ED; RELO; ETC)	-	-	3,143	-	-	-	-
01	0152442	531000		PROFESSIONAL SERVICES	17,530	1,167	1,361	4,500	4,500	4,500	4,500
01	0152442	534000		OTHER CONTRACTS	-	7,583	7,014	5,000	5,000	5,000	5,000
01	0152442	540000		TRAVEL/PER DIEM	5,402	19,050	19,050	19,100	19,670	20,260	20,870
01	0152442	541025		IT COMMUNICATIONS	8,386	8,734	8,875	8,325	8,570	8,830	9,090
01	0152442	544025		IT-RENTS AND LEASES	-	4,520	753	-	-	-	-
01	0152442	545000		RISK MANAGEMENT INSURANCE	21,586	14,808	20,121	22,074	22,740	23,420	24,120
01	0152442	546000		REPAIRS AND MAINTENANCE	600	4,344	7,426	16,350	16,350	16,350	16,350
01	0152442	546025		IT REPAIR/MAINTAIN	-	4,520	1,296	4,320	4,450	4,580	4,720
01	0152442	547000		PRINTING AND BINDING	2,257	3,600	4,690	3,700	3,810	3,920	4,040
01	0152442	547025		IT PRINTER/PRINTING	-	-	-	1,080	1,110	1,140	1,170
01	0152442	549000		OTHER CURRENT CHARGES	189	200	233	215	220	230	240
01	0152442	549001		MERCHANT SERVICES	20,253	24,750	20,781	25,500	26,270	27,060	27,870
01	0152442	549002		PARKING FINE PROCESSING	-	-	4,158	2,000	2,060	2,120	2,180
01	0152442	551000		OFFICE SUPPLIES	413	500	1,018	1,000	1,030	1,060	1,090
01	0152442	552000		OPERATING SUPPLIES	10,007	4,000	16,321	15,375	15,840	16,320	16,810
01	0152442	552025		OPS SOFTWARE & WORKSTATIONS	15,547	22,582	19,050	16,641	17,140	17,650	18,180
01	0152442	554000		BOOKS, SUBS, MEMBERSHIPS	942	900	535	900	930	960	990
01	0152442	555000		TRAINING	5,670	12,300	12,300	21,824	21,820	21,820	21,820
01	0152442	555025		IT TRAINING	-	-	-	405	410	410	410
01	0152442	512000	COV19	REGULAR SALARIES	14,954						
01	0152442	514000	COV19	OVERTIME PAY	818						
01	0152442	523000	COV19	LIFE/HEALTH INSURANCE	9,190						
				Total 0152442 CODE COMPLIANCE	**559,768**	**655,256**	**576,492**	**766,552**	**791,780**	**817,940**	**845,110**
01	0152543	512000		REGULAR SALARIES	-	-	4,943	22,500	23,400	24,340	25,310
01	0152543	514000		OVERTIME PAY	-	-	-	-	-	-	-
01	0152543	521000		FICA TAXES	-	-	69	258	270	280	290
01	0152543	522000		RETIREMENT CONTRIBUTIONS	-	-	618	2,812	2,920	3,040	3,160
01	0152543	523000		LIFE/HEALTH INSURANCE	-	-	1,571	4,192	4,280	4,370	4,460

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0152543	524000		WORKER'S COMPENSATION	-	-	-	542	580	620	660
01	0152543	540000		TRAVEL/PER DIEM	-	4,000	2,730	2,200	2,270	2,340	2,410
01	0152543	541000		COMMUNICATIONS SERVICES-IT	-	-	-	-	-	-	-
01	0152543	546000		REPAIRS AND MAINTENANCE	706	500	1,381	3,500	3,500	3,500	3,500
01	0152543	547000		PRINTING AND BINDING	-	500	347	500	520	540	560
01	0152543	548000		PROMOTIONAL ACTIVITIES	-	-	-	1,000	1,030	1,060	1,090
01	0152543	551000		OFFICE SUPPLIES	100	-	-	-	-	-	-
01	0152543	552000		OPERATING SUPPLIES	10,895	4,800	1,271	500	520	540	560
01	0152543	554000		BOOKS, SUBS, MEMBERSHIPS	195	300	50	300	310	320	330
01	0152543	555000		TRAINING	1,200	3,100	1,225	2,200	2,270	2,340	2,410
01	0152543	552000	COV19	OPERATING SUPPLIES	6,820						
				Total 0152543 EMERGENCY MANAGEMEN	**19,916**	**13,200**	**14,204**	**40,504**	**41,870**	**43,290**	**44,740**
				TOTAL PUBLIC SAFETY	***2,996,101***	***3,251,454***	***3,168,437***	***3,539,035***	***3,646,670***	***3,757,720***	***3,872,320***
01	0153800	512000		REGULAR SALARIES	63,422	92,462	60,995	107,016	111,300	115,750	120,380
01	0153800	514000		OVERTIME PAY	102	1,000	830	-	-	-	-
01	0153800	521000		FICA TAXES	907	1,581	850	1,225	1,270	1,320	1,370
01	0153800	522000		RETIREMENT CONTRIBUTIONS	8,198	11,994	5,325	11,458	11,920	12,400	12,900
01	0153800	523000		LIFE/HEALTH INSURANCE	15,733	13,660	14,799	35,861	36,580	37,310	38,060
01	0153800	524000		WORKER'S COMPENSATION	-	1,623	1,725	2,579	2,760	2,950	3,160
01	0153800	531000		PROFESSIONAL SERVICES	16,135	5,328	6,216	60,000	61,800	63,650	65,560
01	0153800	534000		OTHER CONTRACTS	7,321	-	-	-	-	-	-
01	0153800	540000		TRAVEL/PER DIEM	-	1,756	2,049	1,500	1,550	1,600	1,650
01	0153800	541025		IT COMMUNICATIONS	1,511	1,574	1,567	1,850	1,910	1,970	2,030
01	0153800	543300		UTILITIES	-	-	-	1,100	1,130	1,160	1,190
01	0153800	543301		HARBOR PUMP UTILITIES	3,540	10,000	10,554	19,000	19,570	20,160	20,760
01	0153800	544000		RENTS AND LEASES	703	2,072	1,636	25,000	25,750	26,520	27,320
01	0153800	545000		RISK MANAGEMENT INSURANCE	4,455	3,176	4,068	3,790	3,900	4,020	4,140
01	0153800	546000		REPAIRS AND MAINTENANCE	1,631	15,132	8,893	8,700	8,700	8,700	8,700
01	0153800	546025		IT REPAIR/MAINTAIN	-	328	11	960	990	1,020	1,050
01	0153800	547000		PRINTING AND BINDING	-	122	142	-	-	-	-
01	0153800	547025		IT PRINT MGMT	-	-	-	240	250	260	270
01	0153800	552000		OPERATING SUPPLIES	7,965	20,000	18,233	14,500	14,940	15,390	15,850
01	0153800	552025		OPS SOFTWARE & WORKSTATIONS	2,302	5,158	5,162	3,698	3,810	3,920	4,040
01	0153800	553000		ROAD MATERIALS/SUPPLIES	-	-	-	500	520	540	560
01	0153800	554000		BKS, SUBS, MEMBERSHIPS	500	245	245	500	520	540	560
01	0153800	555000		TRAINING	275	754	754	3,000	3,090	3,180	3,280
01	0153800	555025		IT TRAINING ALL STAFF	-	-	-	90	90	90	90
				Total 0153800 STRMWTR/WATER QUALIT	**134,700**	**187,965**	**144,054**	**302,567**	**312,350**	**322,450**	**332,920**

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0153950	543000		UTILITIES	923	920	844	700	720	740	760
01	0153950	544000		RENTS AND LEASES	-	150	25	-	-	-	-
01	0153950	545000		RISK MANAGEMENT INSURANCE	441	438	219	567	580	600	620
01	0153950	546000		REPAIRS & MAINTENANCE	4,434	6,600	1,812	3,000	3,000	3,000	3,000
01	0153950	552000		OPERATING SUPPLIES	1,519	3,000	663	7,200	7,420	7,640	7,870
				Total 0153950 CEMETERY	**7,316**	**11,108**	**3,563**	**11,467**	**11,720**	**11,980**	**12,250**
				TOTAL PHYSICAL ENVIRONMENT	***142,017***	***199,073***	***147,617***	***314,034***	***324,070***	***334,430***	***345,170***
01	0154160	512000		REGULAR SALARIES	533,333	587,708	528,135	612,209	636,700	662,170	688,660
01	0154160	514000		OVERTIME PAY	3,568	4,911	4,120	-	-	-	-
01	0154160	521000		FICA TAXES	7,160	8,522	7,402	7,010	7,290	7,580	7,880
01	0154160	522000		RETIREMENT CONTRIBUTIONS	55,168	64,648	49,237	71,178	74,030	76,990	80,070
01	0154160	523000		LIFE/HEALTH INSURANCE	134,363	152,571	133,448	181,565	185,200	188,900	192,680
01	0154160	524000		WORKER'S COMPENSATION	-	8,748	9,295	14,754	15,790	16,900	18,080
01	0154160	525000		UNEMPLOYMENT COMPENSATION	2,722	3,176	(717)	-	-	-	-
01	0154160	531000		PROFESSIONAL SERVICES	-	1,910	2,228	-	-	-	-
01	0154160	534002		CONTRACT SERV/TRAFFIC SIGNAL	86,435	94,043	94,043	101,966	105,020	108,170	111,420
01	0154160	540000		TRAVEL/PER DIEM	75	2,100	425	2,100	2,160	2,220	2,290
01	0154160	541000		COMMUNICATIONS SERVICES	4,531	4,602	5,001	7,500	7,730	7,960	8,200
01	0154160	541025		IT COMMUNICATIONS	9,934	10,072	10,598	11,170	11,510	11,860	12,220
01	0154160	543400		UTILITY SERVICES/ST LIGHTS	213,777	208,397	237,196	260,000	265,200	270,500	275,910
01	0154160	543401		UTILITY SERV/TRAFFIC SIGNALS	10,951	11,052	5,659	12,500	12,880	13,270	13,670
01	0154160	543402		UTILITY SERVICES/WATER (SHOP)	3,829	3,926	3,559	3,500	3,610	3,720	3,830
01	0154160	543403		UTILITY SERVICES/ELEC (SHOP)	6,776	7,200	8,589	7,500	7,730	7,960	8,200
01	0154160	543405		UTILITY SERVICES/ELEC - PUMPS	15,163	16,500	9,399	16,500	17,000	17,510	18,040
01	0154160	543406		UTILITY SERVICES/GAS	1,848	2,005	1,863	2,500	2,580	2,660	2,740
01	0154160	544000		RENTS AND LEASES	1,806	2,651	814	4,500	4,640	4,780	4,920
01	0154160	544025		IT RENTS AND LEASES	-	3,600	600	-	-	-	-
01	0154160	545000		RISK MANAGEMENT INSURANCE	39,742	32,084	43,098	37,132	38,250	39,400	40,580
01	0154160	546000		REPAIRS AND MAINTENANCE	53,321	42,325	16,883	30,000	30,000	30,000	30,000
01	0154160	546025		IT REPAIRS AND MAINTENANCE	-	2,098	1,959	4,800	4,940	5,090	5,240
01	0154160	547000		PRINTING AND BINDING	-	-	340	-	-	-	-
01	0154160	547025		IT PRINT MGMT	-	-	-	1,200	1,240	1,280	1,320
01	0154160	551000		OFFICE SUPPLIES	2,923	1,000	3,432	1,500	1,550	1,600	1,650
01	0154160	552000		OPERATING SUPPLIES	84,834	90,000	108,522	131,700	135,650	139,720	143,910
01	0154160	552025		OPS SOFTWARE & WORKSTATIONS	14,778	26,042	20,905	18,490	19,040	19,610	20,200
01	0154160	553000		ROAD MATERIALS/SUPPLIES	53,454	48,090	44,104	59,500	61,290	63,130	65,020
01	0154160	554000		BOOKS, SUBS, MEMBERSHIPS	473	3,000	972	3,000	3,090	3,180	3,280

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0154160	555000		TRAINING	1,599	3,000	9	3,000	3,150	3,310	3,480
01	0154160	555025		IT TRAINING ALL STAFF	-	-	-	450	470	490	510
01	0154160	512000	COV19	REGULAR SALARIES	4,385						
01	0154160	523000	COV19	LIFE/HEALTH INSURANCE	2,652						
				Total 0154160 PUBLIC WORKS	**1,349,597**	**1,445,981**	**1,351,117**	**1,607,224**	**1,657,740**	**1,709,960**	**1,764,000**
01	0154161	512000		REGULAR SALARIES	136,978	169,287	80,838	160,553	166,980	173,660	180,610
01	0154161	514000		OVERTIME PAY	(180)	2,958	493	-	-	-	-
01	0154161	521000		FICA TAXES	1,893	2,455	1,147	1,838	1,910	1,990	2,070
01	0154161	522000		RETIREMENT CONTRIBUTIONS	13,247	18,622	7,672	17,604	18,310	19,040	19,800
01	0154161	523000		LIFE/HEALTH INSURANCE	22,121	44,460	14,376	29,780	30,380	30,990	31,610
01	0154161	524000		WORKER'S COMPENSATION	-	2,520	2,677	3,869	4,140	4,430	4,740
01	0154161	531000		PROFESSIONAL SERVICES	32,500	-	-	-	-	-	-
01	0154161	531001		PROF SERV CONSLIDATED ENG/CM	12,952	25,000	4,167	27,500	28,330	29,180	30,060
01	0154161	534000		OTHER CONTRACTS	-	-	-				
01	0154161	540000		TRAVEL/PER DIEM	25	6,600	1,476	7,260	7,480	7,700	7,930
01	0154161	541025		IT COMMUNICATIONS	-	-	80	480	480	480	480
01	0154161	542000		POSTAGE	-	-	-	1,000	1,000	1,000	1,000
01	0154161	547000		PRINTING AND BINDING	-	-	-	1,500	1,550	1,600	1,650
01	0154161	547001		NPDES PUBLIC INFORMATION	95	-	-	-	-	-	-
01	0154161	551000		OFFICE SUPPLIES	112	225	298	250	260	270	280
01	0154161	552000		OPERATING SUPPLIES	564	450	543	1,195	1,230	1,270	1,310
01	0154161	552025		OPS SOFTWARE & WORKSTATIONS	-	-	-	800	820	840	870
01	0154161	554000		BOOKS, SUBS, MEMBERSHIPS	225	2,020	1,362	2,222	2,290	2,360	2,430
01	0154161	555000		TRAINING	576	5,750	2,056	6,325	6,510	6,710	6,910
				Total 0154161 ENGINEERING	**221,107**	**280,347**	**117,184**	**262,176**	**271,670**	**281,520**	**291,750**
01	0154183	534000		OTHER CONTRACTS	88,453	3,000	500	-	-	-	-
01	0154183	546000		REPAIRS AND MAINTENANCE	4,171	119,800	123,030	183,150	188,640	194,300	200,130
				Total 0154183 MEDIAN MAINTENANCE	**92,624**	**122,800**	**123,530**	**183,150**	**188,640**	**194,300**	**200,130**
				TOTAL TRANSPORTATION	***1,663,328***	***1,849,128***	***1,591,831***	***2,052,550***	***2,118,050***	***2,185,780***	***2,255,880***
01	0155271	599000		CONTINGENCIES	-						
01	0155271	582000		CONTRIBUTIONS	13,209	14,200	14,452	14,500	14,650	14,800	14,950
01	0155271	559830	COV19	ECON DEV/OTHER GRANTS	-						
				Total 0155271 ECONOMIC DEVELOPMENT	**13,209**	**14,200**	**14,452**	**14,500**	**14,650**	**14,800**	**14,950**
				TOTAL ECONOMIC DEVELOPMENT	***13,209***	***14,200***	***14,452***	***14,500***	***14,650***	***14,800***	***14,950***
01	0156272	531000		HEALTH & HUMAN SVCS	-	255	255				

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0156272	534000		OTHER CONTRACTS	63,277	99,745	50,202	87,723	87,720	87,720	87,720
01	0156272	545000		RISK MANAGEMENT INSURANCE	1,254	1,254	2,422	1,612	1,660	1,710	1,760
01	0156272	582000		CONTRIBUTIONS	-	-	-	-	-	-	-
01	0156272	599000		CONTINGENCIES	-	-	-	-	-	-	-
				Total 0156272 HEALTH & HUMAN SERVIC	**64,531**	**101,254**	**52,879**	**89,335**	**89,380**	**89,430**	**89,480**
				TOTAL HEALTH AND HUMAN SVCS	***64,531***	***101,254***	***52,879***	***89,335***	***89,380***	***89,430***	***89,480***
01	0157180	512000		REGULAR SALARIES	314,930	389,089	363,661	505,713	525,940	546,980	568,860
01	0157180	521000		FICA TAXES	7,016	12,366	9,371	12,464	12,960	13,480	14,020
01	0157180	522000		RETIREMENT CONTRIBUTIONS	29,300	32,871	27,485	46,639	48,500	50,440	52,460
01	0157180	523000		LIFE/HEALTH INSURANCE	70,059	68,549	69,354	95,774	97,690	99,640	101,630
01	0157180	524000		WORKER'S COMPENSATION	-	5,792	6,154	9,593	10,260	10,980	11,750
01	0157180	525000		UNEMPLOYMENT COMPENSATION	63	-	(378)	-	-	-	-
01	0157180	527000		OTHER BENEFITS	-	6,000	6,000	-	-	-	-
01	0157180	531000		PROFESSIONAL SERVICES	-	5,581	6,512	-	-	-	-
01	0157180	534000		OTHER CONTRACTS	10,104	2,500	507	2,000	2,020	2,040	2,060
01	0157180	540000		TRAVEL/PER DIEM	-	2,200	209	2,200	2,270	2,340	2,410
01	0157180	541000		COMMUNICATIONS SERVICES	-	-	-	-	-	-	-
01	0157180	541025		IT COMMUNICATIONS	7,555	7,869	8,245	8,360	8,610	8,870	9,140
01	0157180	542000		FREIGHT & POSTAGE SERVICES	4	100	100	100	100	100	100
01	0157180	543000		UTILITIES	25,680	23,000	26,603	27,000	27,810	28,640	29,500
01	0157180	545000		RISK MANAGEMENT INSURANCE	44,313	37,757	50,334	47,037	48,450	49,900	51,400
01	0157180	546000		REPAIRS AND MAINTENANCE	1,708	15,829	12,668	1,500	1,500	1,500	1,500
01	0157180	546001		FACILITIES R&M	2,342	-	-	26,700	26,700	26,700	26,700
01	0157180	546025		IT REPAIRS AND MAINTENANCE	-	1,639	773	3,840	3,960	4,080	4,200
01	0157180	547000		PRINTING AND BINDING	38	500	500	1,700	1,750	1,800	1,850
01	0157180	547025		IT PRINT MGMT	-	-	-	960	990	1,020	1,050
01	0157180	548000		AD/PROMOTIONAL ACTIVITIES	1,438	2,000	2,000	2,000	2,060	2,120	2,180
01	0157180	549001		MERCHANT SERVICES	86	-	2,517	1,350	1,390	1,430	1,470
01	0157180	551000		OFFICE SUPPLIES	5,116	6,000	6,048	3,160	3,250	3,350	3,450
01	0157180	552000		OPERATING SUPPLIES	5,243	21,500	16,032	33,649	33,650	33,650	33,650
01	0157180	552025		OPS SOFTWARE & WORKSTATIONS	11,920	20,344	16,998	14,792	15,240	15,700	16,170
01	0157180	554000		BOOKS, SUBS, MEMBERSHIPS	144	500	1,278	770	770	770	770
01	0157180	555000		TRAINING	-	2,180	110	1,388	1,420	1,450	1,480
01	0157180	555025		IT TRAINING ALL STAFF	-	-	-	360	370	380	390
01	0157180	512000	COV19	REGULAR SALARIES	770	-	-	-			
01	0157180	523000	COV19	LIFE/HEALTH INSURANCE	465	-	-	-			
				Total 0157180 LIBRARY	**538,292**	**664,166**	**633,081**	**849,049**	**877,660**	**907,360**	**938,190**
								906,499			
01	0157233	512000		REGULAR SALARIES	39,840	44,000	65,222	84,331	86,860	89,470	92,150

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0157233	514000		OVERTIME PAY	540	500	83	500	500	500	500
01	0157233	521000		FICA TAXES	871	638	1,647	2,556	2,610	2,660	2,710
01	0157233	522000		RETIREMENT CONTRIBUTIONS	2,687	4,840	3,869	6,008	6,130	6,250	6,380
01	0157233	523000		LIFE/HEALTH INSURANCE	8,283	9,309	10,226	14,114	14,400	14,690	14,980
01	0157233	524000		WORKER'S COMPENSATION	-	655	696	1,414	1,510	1,620	1,730
01	0157233	534000		OTHER CONTRACTS	-	500	83	8,000	8,160	8,320	8,490
01	0157233	541025		IT COMMUNICATIONS	755	787	879	1,405	1,430	1,460	1,490
01	0157233	543000		UTILITIES	9,507	7,100	8,628	7,100	7,240	7,380	7,530
01	0157233	544000		RENTS AND LEASES	-	-	43	-	-	-	-
01	0157233	545000		RISK MANAGEMENT INSURANCE	3,667	12,531	15,212	2,445	2,520	2,600	2,680
01	0157233	546000		REPAIRS AND MAINTENANCE	7,052	1,500	9,005	3,400	3,400	3,400	3,400
01	0157233	546025		IT REPAIRS AND MAINTENANCE	-	164	6	480	490	500	520
01	0157233	547000		PRINTING AND BINDING	2,369	1,500	321	1,500	1,530	1,560	1,590
01	0157233	547025		IT PRINT MGMT	-	-	-	120	120	120	120
01	0157233	552000		OPERATING SUPPLIES	7,749	10,900	9,022	16,200	16,520	16,850	17,190
01	0157233	552025		OPS SOFTWARE & WORKSTATIONS	1,151	2,034	1,558	1,849	1,900	1,960	2,020
01	0157233	555025		IT TRAINING ALL STAFF	-	-	-	45	50	50	50
01	0157233	599000		CONTINGENCIES	-	5,000	833	5,000	5,100	5,200	5,300
				Total 0157233 LEONARD DESTIN PARK	**84,470**	**101,958**	**127,333**	**156,467**	**160,470**	**164,590**	**168,830**
01	0157283	512000		REGULAR SALARIES	287,601	603,568	474,654	571,948	594,830	618,620	643,360
01	0157283	514000		OVERTIME PAY	4,972	3,793	4,460	3,800	3,950	4,110	4,270
01	0157283	521000		FICA TAXES	5,625	13,951	8,629	12,356	12,850	13,360	13,890
01	0157283	522000		RETIREMENT CONTRIBUTIONS	24,085	58,716	39,137	52,890	55,010	57,210	59,500
01	0157283	523000		LIFE/HEALTH INSURANCE	81,538	56,930	93,188	137,006	139,750	142,550	145,400
01	0157283	524000		WORKER'S COMPENSATION	-	8,984	9,546	11,527	12,330	13,190	14,110
01	0157283	525000		UNEMPLOYMENT COMPENSATION	3,333	-	(2,486)	-	-	-	-
01	0157283	531000		PROFESSIONAL SERVICES	-	10,369	11,429	-	-	-	-
01	0157283	534000		OTHER CONTRACTS	782	2,000	766	20,000	20,600	21,220	21,860
01	0157283	534001		HENDERSON PARK ACCESS	30,220	30,000	33,658	30,000	30,900	31,830	32,780
01	0157283	534002		CONTRACT SERVICES	-	3,000	-	-	-	-	-
01	0157283	535000		INVESTIGATIONS	221	1,500	-	2,000	2,000	2,000	2,000
01	0157283	540000		TRAVEL/PER DIEM	57	5,000	57	6,000	6,180	6,370	6,560
01	0157283	541025		IT COMMUNICATIONS	30,094	31,344	31,767	31,485	32,430	33,400	34,400
01	0157283	543000		UTILITIES/RECREATION LIGHTING	-	4,150	13,336	6,000	6,180	6,370	6,560
01	0157283	543100		UTILITIES/LITTLE LEAGUE	3,520	3,030	9,442	5,000	5,150	5,300	5,460
01	0157283	544000		RENTS AND LEASES	-	6,600	286	4,000	4,120	4,240	4,370
01	0157283	544025		IT RENTS AND LEASES	-	3,600	-	3,600	3,710	3,820	3,930
01	0157283	545000		RISK MANAGEMENT INSURANCE	68,525	44,535	40,531	36,749	37,850	38,990	40,160
01	0157283	546000		REPAIRS AND MAINTENANCE	33,434	26,000	49,761	17,550	17,550	17,550	17,550
01	0157283	546025		IT REPAIRS AND MAINTENANCE	-	6,530	578	15,840	16,320	16,810	17,310

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0157283	547000		PRINTING AND BINDING	1,511	4,631	1,812	5,000	5,150	5,300	5,460
01	0157283	547025		IT PRINT MGMT	-	-	-	3,960	4,080	4,200	4,330
01	0157283	548000		AD/PROMOTIONAL ACTIVITIES	40	-	407	-	-	-	-
01	0157283	549001		MERCHANT SERVICES	2,881	4,000	5,948	4,000	4,120	4,240	4,370
01	0157283	551000		OFFICE SUPPLIES	171	1,500	437	-	-	-	-
01	0157283	552000		OPERATING SUPPLIES	55,700	38,041	72,079	81,125	83,560	86,070	88,650
01	0157283	552025		OPS SOFTWARE & WORKSTATIONS	45,855	81,038	72,065	61,017	62,850	64,740	66,680
01	0157283	554000		BOOKS, SUBSCRIP, MEMBERSHIPS	875	2,600	1,917	-	-	-	-
01	0157283	555000		TRAINING	690	5,800	771	8,000	8,240	8,490	8,740
01	0157283	555025		IT TRAINING ALL STAFF	-	-	-	1,485	1,530	1,580	1,630
01	0157283	582000		CONTRIBUTIONS	25,000	25,000	2,272	-	-	-	-
01	0157285	512000		REGULAR SALARIES	117,650						
01	0157285	521000		FICA TAXES	2,401			-			
01	0157285	522000		RETIREMENT CONTRIBUTIONS	12,311						
01	0157285	534000		OTHER CONTRACTS	815						
01	0157285	546000		REPAIRS AND MAINTENANCE	10,608						
01	0157285	547000		PRINTING AND BINDING	851						
01	0157285	548000		PROMOTIONAL ACTIVITIES	217						
01	0157285	552000		OPERATING SUPPLIES	6,434						
01	0157285	552001		OPERATING SUPPLIES/LEAGUES	40						
01	0157285	554000		BOOKS, SUBS, MEMBERSHIPS	650						
01	0157285	534000	COV19	OTHER CONTRACTS	900						
01	0157283	534000	COV19	OTHER CONTRACTS	650						
01	0157283	552000	COV19	OPERATING SUPPLIES	378						
				Total 0157283 PARKS	**860,636**	**1,086,211**	**976,448**	**1,132,338**	**1,171,240**	**1,211,560**	**1,253,330**
01	0157284	512000		REGULAR SALARIES	172,026	230,365	190,700	396,373	412,230	428,720	445,870
01	0157284	514000		OVERTIME PAY	169	176	890	750	780	810	840
01	0157284	521000		FICA TAXES	3,373	7,341	3,699	10,008	10,410	10,830	11,260
01	0157284	522000		RETIREMENT CONTRIBUTIONS	13,774	19,433	13,927	32,909	34,230	35,600	37,020
01	0157284	523000		LIFE/HEALTH INSURANCE	64,776	54,694	48,174	80,977	82,600	84,250	85,940
01	0157284	524000		WORKER'S COMPENSATION	-	3,429	3,643	7,426	7,950	8,510	9,110
01	0157284	525000		UNEMPLOYMENT COMPENSATION	704	1,057	176	1,100	1,130	1,160	1,190
01	0157284	531000		PROFESSIONAL SVCS	-	5,381	5,381	-	-	-	-
01	0157284	534000		OTHER CONTRACTS	5,780	3,000	2,335	21,000	21,630	22,280	22,950
01	0157284	534002		CONTRACT SERV/SPORTS OFFICIALS	13,753	17,600	13,380	20,018	20,620	21,240	21,880
01	0157284	535000		INVESTIGATIONS	902	4,400	1,272	6,000	6,180	6,370	6,560
01	0157284	540000		TRAVEL/PER DIEM	1,934	3,006	4,037	6,000	6,180	6,370	6,560
01	0157284	541025		IT COMMUNICATIONS	-	-	120	1,920	1,980	2,040	2,100
01	0157284	542000		FREIGHT & POSTAGE SERVICES	-	750	-	750	770	790	810
01	0157284	543000		UTILITIES	19,296	19,000	17,055	30,000	30,900	31,830	32,780

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0157284	544000		RENTS AND LEASES	-	3,300	5,130	9,000	9,270	9,550	9,840
01	0157284	545000		RISK MANAGEMENT INSURANCE	21,179	21,068	20,598	32,292	33,260	34,260	35,290
01	0157284	546000		REPAIRS AND MAINTENANCE	28,882	16,810	30,427	25,000	25,000	25,000	25,000
01	0157284	546001		REPAIR AND MAINT/FACILITIES	3,410	880	84	4,000	4,000	4,000	4,000
01	0157284	546002		FACILITIES R&M	630	-	-	8,825	8,830	8,830	8,830
01	0157284	547000		PRINTING AND BINDING	256	2,000	3,079	2,000	2,060	2,120	2,180
01	0157284	548000		ADS/PROMOTIONAL ACTIVITIES	400	4,050	286	5,000	5,150	5,300	5,460
01	0157284	551000		OFFICE SUPPLIES	2,814	1,500	1,909	2,000	2,060	2,120	2,180
01	0157284	552000		OPERATING SUPPLIES	61,676	42,681	74,792	81,450	83,890	86,410	89,000
01	0157284	552001		OPERATING-LEAGUES (FB/SB/SOC)	3,965	18,500	3,214	20,000	20,600	21,220	21,860
01	0157284	553000		ROAD MATERIALS & SUPPLIES	-	2,000	-	2,000	2,060	2,120	2,180
01	0157284	554000		BOOKS, SUBS, MEMBERSHIPS	1,490	780	2,540	2,000	2,060	2,120	2,180
01	0157284	555000		TRAINING	-	2,335	792	2,335	2,410	2,480	2,550
01	0157284	568000		CAPITAL LEASE	89,019	-	-	-	-	-	-
01	0157284	534000	COV19	OTHER CONTRACTS	1,300						
				Total 0157284 MORGANS SPORTS COMPL	**511,506**	**485,536**	**447,640**	**811,133**	**838,240**	**866,330**	**895,420**
								818,633			
01	0157291	512000		REGULAR SALARIES	179,446	249,336	167,803	248,448	258,390	268,730	279,480
01	0157291	514000		OVERTIME PAY	2,293	634	2,910	650	680	710	740
01	0157291	521000		FICA TAXES	2,643	5,729	2,845	4,807	5,000	5,200	5,410
01	0157291	522000		RETIREMENT CONTRIBUTIONS	19,163	24,306	14,835	25,386	26,400	27,460	28,560
01	0157291	523000		LIFE/HEALTH INSURANCE	44,881	45,700	35,712	51,776	52,810	53,870	54,950
01	0157291	524000		WORKER'S COMPENSATION	-	3,711	3,943	5,225	5,590	5,980	6,400
01	0157291	534000		OTHER CONTRACTS	28,657	31,500	7,592	15,000	15,450	15,910	16,390
01	0157291	540000		TRAVEL/PER DIEM	-	2,000	-	-	-	-	-
01	0157291	541025		IT COMMUNICATIONS	3,903	4,066	4,260	-	-	-	-
01	0157291	543000		UTILITIES	16,997	16,000	16,961	16,000	16,480	16,970	17,480
01	0157291	544000		RENTS AND LEASES	-	1,000	-	1,000	1,030	1,060	1,090
01	0157291	545000		RISK MANAGEMENT INSURANCE	40,168	37,267	32,598	37,385	38,510	39,670	40,860
01	0157291	546000		REPAIRS AND MAINTENANCE	15,227	17,500	21,122	15,825	15,830	15,830	15,830
01	0157291	546025		IT REPAIRS AND MAINTENANCE	-	847	30	-	-	-	-
01	0157291	547000		PRINTING AND BINDING	850	1,350	68	-	-	-	-
01	0157291	547025		IT PRINT MGMT	-	-	-	-	-	-	-
01	0157291	551000		OFFICE SUPPLIES	931	-	-	-	-	-	-
01	0157291	552000		OPERATING SUPPLIES	28,167	27,521	59,743	53,255	54,850	56,500	58,200
01	0157291	552025		OPS SOFTWARE & WORKSTATIONS	5,948	10,511	6,821	-	-	-	-
01	0157291	554000		SUBS, MEMBERSHIPS	-	-	70	-			
				Total 0157291 BEACH OPERATIONS - TDC	**389,274**	**478,978**	**377,313**	**474,757**	**491,020**	**507,890**	**525,390**
01	0157486	531000		PROFESSIONAL SVCS	-	1,000	-	1,000	1,030	1,060	1,090
01	0157486	534000		OTHER CONTRACTS	25,617	58,500	30,338	47,500	48,930	50,400	51,910

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0157486	544000		RENTS AND LEASES	415	76,000	76,000	76,000	78,280	80,630	83,050
01	0157486	546000		REPAIRS AND MAINTENANCE	-	1,000	1,000	1,000	1,000	1,000	1,000
01	0157486	547000		PRINTING AND BINDING	745	400	705	400	410	420	430
01	0157486	548000		PROMOTIONAL ACTIVITIES	11,933	8,350	8,350	8,500	8,760	9,020	9,290
01	0157486	552000		OPERATING SUPPLIES	6,965	3,000	13,587	4,000	4,120	4,240	4,370
01	0157486	554000		BOOKS, SUBSCRP, MEMBERSHIPS	-	500	500	-	-	-	-
				Total 0157486 SPECIAL EVENTS	**45,674**	**148,750**	**130,480**	**138,400**	**142,530**	**146,770**	**151,140**
01	0157587	512000		REGULAR SALARIES	262,280	459,172	350,586	500,517	520,540	541,360	563,010
01	0157587	514000		OVERTIME PAY	6,128	2,110	5,859	2,100	2,180	2,270	2,360
01	0157587	521000		FICA TAXES	4,672	13,495	7,882	13,696	14,240	14,810	15,400
01	0157587	522000		RETIREMENT CONTRIBUTIONS	24,482	40,413	28,701	42,512	44,210	45,980	47,820
01	0157587	523000		LIFE/HEALTH INSURANCE	73,892	74,908	76,180	114,271	116,560	118,890	121,270
01	0157587	524000		WORKER'S COMPENSATION	-	6,835	7,262	8,966	9,590	10,260	10,980
01	0157587	525000		UNEMPLOYMENT COMPENSATION	3,396	4,213	(1,821)	4,200	4,370	4,540	4,720
01	0157587	531000		PROFESSIONAL SERVICES	-	5,840	5,840	-	-	-	-
01	0157587	534000		OTHER CONTRACTS	12,953	21,149	14,027	22,200	23,090	24,010	24,970
01	0157587	534002		CONTRACT SERV/SPORTS OFFICIALS	2,382	-	4,967	-	-	-	-
01	0157587	535000		INVESTIGATIONS	278	1,800	938	1,800	1,850	1,910	1,970
01	0157587	540000		TRAVEL/PER DIEM	10	700	10	3,200	3,300	3,400	3,500
01	0157587	541025		IT COMMUNICATIONS	-	-	242	480	490	500	520
01	0157587	542000		FREIGHT & POSTAGE SERVICES	-	400	18	1,600	1,650	1,700	1,750
01	0157587	543000		UTILITIES	30,190	30,000	33,809	30,000	30,900	31,830	32,780
01	0157587	544000		RENTS AND LEASES	375	6,500	-	6,000	6,180	6,370	6,560
01	0157587	545000		RISK MANAGEMENT INSURANCE	28,154	27,960	29,416	45,152	46,510	47,910	49,350
01	0157587	546000		REPAIRS AND MAINTENANCE	25,222	23,000	16,122	28,650	28,650	28,650	28,650
01	0157587	547000		PRINTING AND BINDING	608	2,000	1,555	2,000	2,060	2,120	2,180
01	0157587	548000		ADS/PROMOTIONAL ACTIVITIES	2,740	7,100	3,942	7,200	7,420	7,640	7,870
01	0157587	549001		MERCHANT SERVICES	3,476	-	778	3,800	3,910	4,030	4,150
01	0157587	551000		OFFICE SUPPLIES	676	765	-	1,000	1,030	1,060	1,090
01	0157587	552000		OPERATING SUPPLIES	29,280	28,700	67,851	36,700	37,800	38,930	40,100
01	0157587	554000		BOOKS, SUBS, MEMBERSHIPS	1,414	750	1,154	1,000	1,030	1,060	1,090
01	0157587	555000		TRAINING	-	1,100	1,002	2,050	2,110	2,170	2,240
01	0157587	512000	COV19	REGULAR SALARIES	224						
01	0157587	523000	COV19	LIFE/HEALTH INSURANCE	135						
01	0157587	552000	COV19	OPERATING SUPPLIES	517						
				Total 0157587 COMMUNITY CENTER	**513,483**	**758,909**	**656,321**	**879,094**	**909,670**	**941,400**	**974,330**
				TOTAL CULTURE AND RECREATION	***2,943,335***	***3,724,508***	***3,348,617***	***4,441,238***	***4,590,830***	***4,745,900***	***4,906,630***

TREND

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0151720	571000		2015A REFUNDING REV NOTE/PRIN	4,035,000						
01	0151720	572000		2015A REFUNDING REV NOTE/INT	110,034						
				Total 0151720 2015A REFUNDING REVEN	4,145,034	-	-	-	-	-	-
01	0151764	571000		CAP LEASES	85,294	78,405	78,405	14,198	14,880	15,345	15,000
01	0151764	572000		CAP LEASES	5,776	2,511	2,511	946	843	378	1,000
				Total 0151764 CAP LEASES (FY23=COPY M	**91,070**	**80,916**	**80,916**	**15,144**	**15,723**	**15,723**	**16,000**
01	0157284	571000		PRINCIPAL	4,758	-	4,904.78	5,056	5,212	5,372	5,538
01	0157284	572000		INTEREST	2,742	-	2,595.22	2,444	2,288	2,128	1,962
				Total 0157284 CAP LEASE - MORGANS SP(	**7,500**	**-**	**7,500**	**7,500**	**7,500**	**7,500**	**7,500**
				TOTAL DEBT SERVICE	***4,243,603***	***80,916***	***88,416***	***22,644***	***23,223***	***23,223***	***23,500***
				TOTAL OPERATING EXPENDITURES	**15,392,518**	**13,568,264**	**12,304,636**	**14,846,266**	**15,162,383**	**15,606,403**	**16,147,730**
				NET OPERATING (REV-EXP)	**8,360,254**	**2,665,221**	**4,606,555**	**3,563,131**	**4,163,268**	**4,341,358**	**4,450,761**
				01 CAPITAL OUTLAYS							
01	0157180	566000		LIBRARY BOOKS, MATERIALS	46,470	50,250	47,450	57,450	59,170	60,950	62,780
01	0157291	564000		MACHINERY AND EQUIPMENT	-	-	-	-	-	-	-
01	0157291	563000		INFRASTRUCTURE	104,232	59,000	-	-			
01	0151932	564001	COV19	MACHINERY & EQUIPMENT	24,320						
01	0157180	566000	COV19	LIBRARY BOOKS, MATERIALS	4,077						
				Total 01 CAPITAL OUTLAYS	***179,099***	***109,250***	***47,450***	***57,450***	***59,170***	***60,950***	***62,780***
				TOTAL EXPENDITURES	**15,571,617**	**13,677,514**	**12,352,086**	**14,903,716**	**15,221,553**	**15,667,353**	**16,210,510**
				NET OPS - GF CAPITAL OUTLAYS	**8,181,155**	**2,555,971**	**4,559,105**	**3,505,681**	**4,104,098**	**4,280,408**	**4,387,981**
01	01300	381000		INTERFUND TRANSFERS	3,682,536	-	-				
01	01300	381102		REIMBURSEMENT FROM TC CRA	-	-	-	87,200	100,000	100,000	200,000
01	01300	383200		LEASE PROCEEDS	89,019	-	-	45,000			45,000
				Total TRANSFERS IN	***3,771,555***	***-***	***-***	***132,200***	***100,000***	***100,000***	***245,000***
01	0158188	581005		TXFR OUT GAS TAX#1	(558,055)	(510,814)	(543,664)	(581,723)	(584,600)	(587,500)	(590,400)
01	0158188	581111		TXFR OUT TO BUILDING FUND	(258,921)	(328,507)	-	-	-	-	-
01	0158188	581125		TXFR OUT TECH FUND	(82,071)	(76,772)	(84,263)	(78,945)	(79,711)	(80,486)	(81,269)
01	0158188	581213		TXFR OUT FOR 213 DEBT SERV	(555,913)	(555,245)	(555,245)	(554,420)	(553,571)	(552,698)	(551,801)
01	0158188	581221		TXFR OUT FOR 221 DEBT SERV	(370,206)	(467,936)	(467,936)	(463,015)	(470,032)	(464,975)	(466,898)

FUND	ORG	OBJ	PROJECT	DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FORECAST FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
01	0158188	581300		TXFR OUT TO FACILITIES R&R	(2,064,000)	(900,000)	(900,000)	(1,052,025)	(1,285,713)	(2,057,263)	(1,182,019)
01	0158188	581305		TXFR OUT GF CIP and GRANT MATCH	(203,746)	(1,682,811)	(448,575)	(855,000)	(160,000)	-	-
01	0158188	581321		TXFR OUT OKA 1/2 PENNY	(1,728,654)						
01	0158188	581509		TXFR OUT GAX TAX#2	(235,580)						
01	0158188	581305	CM001	TXFR OUT TDC BEACH GRANT REV	(4,053,801)						
01	0158188	581323	CRH63	TXFR RESTORE PARK GRANT CAPT ROYAL N	(580,899)						
01	0158188	581305	EN615	TXFR OUT FDOT and BOCC X-TOWN	(336)						
01	0158188	581305	LB001	TXFR OUT IMLS GRANT	(50,366)						
01	0158188	581322	SW51L	TXFR NFWF RESTORE	(374,025)						
				Total 0158188 TRANSFERS OUT	***(11,116,573)***	***(4,522,085)***	***(2,999,682)***	***(3,585,128)***	***(3,133,627)***	***(3,742,922)***	***(2,872,387)***
01				**01 Increase (decrease) in Fund Balance**	**836,137**	**(1,966,114)**	**1,559,423**	**52,754**	**1,070,471**	**637,486**	**1,760,594**
01				**01 Fund Balance, beginning**	**25,420,782**	**26,319,436**	**26,319,436**	**27,878,859**	**27,931,613**	**29,002,084**	**29,639,570**
01				**01 Fund Balance, ending**	**26,319,436**	**24,353,322**	**27,878,859**	**27,931,613**	**29,002,084**	**29,639,570**	**31,400,164**

TREND

TOWN CENTER CRA FUND DETAILS
(30 yrs+9 1998-DEBT paid 2037)

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
102	102300	311101		TIF REVENUES - COUNTY	681,523	954,620	957,717	1,185,012	1,220,560	1,257,180	1,294,900
102	102300	311102		TIF REVENUES - CITY	290,297	402,452	402,452	499,581	514,570	530,010	545,910
102	102300	361100		INTEREST EARNINGS	1,004	1,301	965	1,100	1,130	1,160	1,190
102				**Total 102300 TOWNCENTER CRA REVENUI**	**972,824**	**1,358,373**	**1,361,134**	**1,685,693**	**1,736,260**	**1,788,350**	**1,842,000**
102	10255231	512000		REGULAR SALARIES	-	-	-	11,875	12,230	12,600	12,980
102	10255231	521000		FICA TAXES	-	-	-	136	140	140	140
102	10255231	522000		RETIREMENT CONTRIBUTIONS	-	-	-	1,484	1,530	1,580	1,630
102	10255231	523000		LIFE/HEALTH INSURANCE	-	-	-	2,177	2,220	2,260	2,310
102	10255231	524000		WORKERS COMP	-	-	-	286	290	300	310
102	10255231	532000		AUDIT	-	10,000	2,000	10,300	10,610	10,930	11,260
102	10255231	534000		OTHER CONTRACTS	55,500	50,000	50,000	-	-	-	-
102	10255231	543000		UTILITIES	5,181	4,671	6,861	4,400	4,530	4,670	4,810
102	10255231	546000		REPAIRS AND MAINTENANCE	6,215	88,048	74,197	116,550	122,380	128,500	134,930
102	10255231	549000		OTHER CHARGES/ADVERTISING	-	-	-	-	-	-	-
102	10255231	552000		OPERATING SUPPLIES	-	-	-	-	-	-	-
102	10255231	554000		BKS, SUBS, MEMBERSHIPS	523	538	675	900	930	960	990
102	10255231	563000		INFRASTRUCTURE	-	-	-	-	-	-	-
102	10258500	565000	CRT17	EASEMENT TRAIL MAIN-MATTIE KELLY	-	-	-	270,000	50,000	1,000,000	-
102	10258500	565000	CRT64	WAYFINDING	-	-	-	100,000	-	-	-
102	10258500	565000	XMAS	HOLIDAY DECORATIONS	-	-	-	50,000	-	-	-
102	10258500	565000	UNDER	UNDERGROUNDING	-	-	-	500,000	-	-	4,000,000
				Total 10255231 TOWNCENTER CRA OPERA	**67,418**	**153,257**	**133,733**	**1,068,108**	**204,860**	**1,161,940**	**4,169,360**
				NET OPERATING (REV - EXP)	**905,406**	**1,205,116**	**1,227,401**	**617,585**	**1,531,400**	**626,410**	**(2,327,360)**
102	10258188	581102		REIMBURSE GF FOR ADVANCE	-	-	-	(87,200)	(100,000)	(100,000)	(200,000)
102	10258188	581214		DEBT SERVICE INTRFND TRANSFER	(731,280)	(731,418)	(731,455)	(731,631)	(731,852)	(732,080)	(732,316)
102	102300	3812XX	UNDER	TXFR IN DEBT PROCEEDS	-	-	-				3,950,000
102	10258188	581226		2026 DEBT SVC	-	-	-				(451,302)
102				**Total TC CRA TXFRS OUT**	**(731,280)**	**(731,418)**	**(731,455)**	**(818,831)**	**(831,852)**	**(832,080)**	**2,566,382**
102				**102 Increase (decrease) in Fund Balance**	**174,125**	**473,698**	**495,946**	**(201,246)**	**699,548**	**(205,670)**	**239,022**
102				**102 Fund Balance, beginning of year**	**(2,390,520)**	**(2,216,394)**	**(2,216,394)**	**(1,720,448)**	**(1,921,694)**	**(1,222,145)**	**(1,427,815)**
102				**102 Fund Balance, ending of year**	**(2,216,394)**	**(1,742,696)**	**(1,720,448)**	**(1,921,694)**	**(1,222,145)**	**(1,427,815)**	**(1,188,793)**

TREND

HARBOR CRA FUND DETAILS
(40 years 2003 - 2043)

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
110	110300	311101		TIF REVENUES - COUNTY	328,932	356,309	355,522	412,779	425,160	437,910	451,050
110	110300	311102		TIF REVENUES - CITY	331,449	356,309	356,309	412,779	425,160	437,910	451,050
110	110300	361100		INTEREST EARNINGS	688	300	533	500	500	500	500
110				**Total 110300 HARBOR CRA REVENUE**	**661,070**	**712,918**	**712,364**	**826,058**	**850,820**	**876,320**	**902,600**
110	11055235	512000		REGULAR SALARIES	-	-	-	11,875	12,230	12,600	12,980
110	11055235	521000		FICA TAXES	-	-	-	136	140	140	140
110	11055235	522000		RETIREMENT CONTRIBUTIONS	-	-	-	1,484	1,530	1,580	1,630
110	11055235	523000		LIFE/HEALTH INSURANCE	-	-	-	2,177	2,220	2,260	2,310
110	11055235	524000		WORKERS COMP	-	-	-	286	290	300	310
110	11055235	532000		AUDIT	-	8,000	2,000	8,000	8,240	8,490	8,740
110	11055235	534000		OTHER CONTRACTS	18,500	45,000	45,000	-	-	-	-
110	11055235	543000		UTILITIES	6,377	4,641	4,127	4,300	4,430	4,560	4,700
110	11055235	544000		RENTS AND LEASES	1,774	63,000	10,500	-	-	-	-
110	11055235	546000		REPAIRS AND MAINTENANCE	100	37,000	43,167	56,610	59,440	62,410	65,530
110	11055235	547000		PRINTING AND BINDING	-	-	-	-	-	-	-
110	11055235	549000		OTHER CHARGES/ADVERTISING	-	-	-	-	-	-	-
110	11055235	552000		OPERATING SUPPLIES	-	-	-	-	-	-	-
110	11055235	554000		BKS, SUBS, MEMBERSHIPS	523	538	675	900	930	960	990
110	11058500	565000	CRH64	HARBOR DISTRICT WAYFINDING SIGNAGE	-	-	-	-	150,000	-	-
110	11058500	565000	UNDER	HARBOR DISTRICT UTILITY UNDERGROUND	-	-	-	6,000,000	-	-	-
110	11058500	565000	TBD	projects to be recommended	-	-	-	-	-	-	-
110				**Total 11055235 HARBOR CRA OPERATING**	**27,273**	**158,179**	**105,469**	**6,085,768**	**239,450**	**93,300**	**97,330**
				NET OPERATING (REV - EXP)	**633,797**	**554,739**	**606,895**	**(5,259,710)**	**611,370**	**783,020**	**805,270**
110	11058188	581209		2009 DEBT SERVICE INTERFUND TRANSFER	(371,892)	-	-				
110	11058188	581221		2021 DEBT SERVICE INTERFUND TRANSFER	(152,786)	(481,057)	(481,057)	(479,995)	(482,835)	(477,641)	(484,385)
110	11058188	581223		2023 DEBT SERVICE INTERFUND TRANSFER	-	-	-		(300,000)	(300,000)	(300,000)
110	110300	381110	UNDER	TXFR IN DEBT PROCEEDS	-	-	-	5,950,000	-	-	-
110				**Total HARBOR CRA TXFRS OUT**	**(524,678)**	**(481,057)**	**(481,057)**	**5,470,005**	**(782,835)**	**(777,641)**	**(784,385)**
110				**110 Increase (decrease) in Fund Balance**	**109,119**	**73,682**	**125,837**	**210,295**	**(171,465)**	**5,379**	**20,885**
110				**110 Fund Balance, beginning of year**	**167,124**	**276,242**	**276,242**	**402,079**	**612,375**	**440,910**	**446,289**
110				**110 Fund Balance, ending of year**	**276,242**	**349,924**	**402,079**	**612,375**	**440,910**	**446,289**	**467,174**

goal: maintain a balance of $484k

TREND

STAND ALONE

BUILDING FUND as per Part IV Florida Building Code

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
111	111300	322000		BUILDING PERMIT FEES	888,184	632,100	936,107	1,190,500	1,226,200	1,263,000	1,300,900
111	111300	322200		DBPR FBC SURCHARGE	680	499	499	500	500	500	500
111	111300	322300		DBPR BCAIB SURCHARGE	1,762	1,109	1,109	1,100	1,100	1,100	1,100
111	111300	329505		PLAN REVIEW FEE	1,200	1,200	1,200	1,200	1,210	1,220	1,230
111	111300	329506		CONTRACTOR'S REGISTRATION	1,803	1,700	1,751	1,800	1,820	1,840	1,860
111	111300	361100		INTEREST EARNINGS	-	60	41	30	30	30	30
111				**Total 111300 BUILDING FUND REVENUE**	**893,629**	**636,668**	**940,707**	**1,195,130**	**1,230,860**	**1,267,690**	**1,305,620**
111	11152441	512000		REGULAR SALARIES	487,608	558,441	493,425	658,473	684,810	712,200	740,690
111	11152441	514000		OVERTIME PAY	4,039	8,009	3,243	-	-	-	-
111	11152441	521000		FICA TAXES	7,012	8,410	7,123	7,540	7,840	8,150	8,480
111	11152441	522000		RETIREMENT CONTRIBUTIONS	55,323	60,967	46,700	68,374	71,110	73,950	76,910
111	11152441	523000		LIFE/HEALTH INSURANCE	98,953	144,158	85,151	149,752	160,230	171,450	183,450
111	11152441	524000		WORKER'S COMPENSATION	-	8,313	8,834	15,869	16,980	18,170	19,440
111	11152441	527000		OTHER BENEFITS (ED; RELO; ETC)	-	-	349	-	-	-	-
111	11152441	531000		PROFESSIONAL SVCS	-	152,500	26,583	100,000	100,000	50,000	50,000
111	11152441	531003		LAND USE ATTNY	11,138	75,000	32,712	75,000	77,250	79,570	81,960
111	11152441	534000		OTHER CONTRACTS	5,721	14,527	-	-	-	-	-
111	11152441	540000		TRAVEL/PER DIEM	1,151	898	4,479	11,450	11,790	12,140	12,500
111	11152441	541025		IT COMMUNICATIONS	8,260	8,603	9,096	8,325	8,570	8,830	9,090
111	11152441	544025		IT RENTS & LEASES (I.E. COPIERS)	-	7,200	1,200	-	-	-	-
111	11152441	545000		RISK MANAGEMENT INSURANCE	18,434	11,605	15,806	14,229	14,800	15,390	16,010
111	11152441	546000		REPAIRS AND MAINTENANCE	600	4,344	3,285	10,925	10,930	10,930	10,930
111	11152441	546025		IT REPAIRS AND MAINTENANCE	-	1,792	361	4,320	4,450	4,580	4,720
111	11152441	547000		PRINTING & BINDING	-	-	713	1,600	1,600	1,600	1,600
111	11152441	547025		IT PRINT MGMT	-	-	-	1,080	1,080	1,080	1,080
111	11152441	549001		MERCHANT SERVICES	33,473	40,668	28,177	37,100	38,210	39,360	40,540
111	11152441	551000		OFFICE SUPPLIES	157	2,500	2,600	2,500	2,550	2,600	2,650
111	11152441	552000		OPERATING SUPPLIES	1,476	3,000	5,570	12,090	12,450	12,820	13,200
111	11152441	552025		OPS SOFTWARE & WORKSTATIONS	15,356	22,243	16,426	21,941	22,600	23,280	23,980
111	11152441	554000		SUBS, MEMBERSHIPS	3,505	5,000	1,332	1,580	1,630	1,680	1,730
111	11152441	555000		TRAINING	776	15,000	4,587	8,300	8,550	8,810	9,070
111	11152441	555025		IT TRAINING ALL STAFF	-	-	-	405	420	430	440
				Total 11152441 BUILDING FUND	**752,982**	**1,153,178**	**797,752**	**1,210,853**	**1,257,850**	**1,257,020**	**1,308,470**
				NET OPERATING (REV - EXP)	**140,647**	**(516,510)**	**142,955**	**(15,723)**	**(26,990)**	**10,670**	**(2,850)**
111	111300	381111		TXFR IN FROM GEN FUND	258,921	328,507	-				
111	11158188	581001		TXFR TO GEN FUND FOR INDIRECT COSTS	-	-	-				
111	11158188	581125		TRANSFER OUT TO CD TECH FUND	(88,818)	(63,210)	(88,134)	(119,050)	(122,620)	(126,300)	(130,090)

TREND

111				**Total BUILDING FUND TXFRS OUT**	**170,103**	**265,297**	**(88,134)**	**(119,050)**	**(122,620)**	**(126,300)**	**(130,090)**
111				**111 Increase (decrease) in Fund Balance**	**310,750**	**(251,213)**	**54,821**	**(134,773)**	**(149,610)**	**(115,630)**	**(132,940)**
111				**111 Fund Balance, beginning of year**	**-**	**310,750**	**310,750**	**365,571**	**230,798**	**81,188**	**(34,442)**
111				**111 Fund Balance, ending of year**	**310,750**	**59,537**	**365,571**	**230,798**	**81,188**	**(34,442)**	**(167,382)**

122 PARKING FUND

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
122	122300	344500		PARKING FEES	-	418,500	423,050	442,800	442,800	442,800	442,800
122	122300	354300		PASSPORT PARKING FINES	-						
122	122300	361122		PARKING FUND BANK INTEREST	-	25	40	44	40	40	40
				Total 122300 PARKING FUND REVENUE	**-**	**418,525**	**423,090**	**442,844**	**442,840**	**442,840**	**442,840**
122	12254500	543000		UTILITIES	-	1,800	13,672	12,500	12,560	12,620	12,680
122	12254500	549002		PARKING PMT PROCESSING	-	83,700	64,465	72,400	74,570	76,810	79,110
122	12254500	552000		OPERATING SUPPLIES	-	2,000	333	1,000	1,030	1,060	1,090
122	12254500	565000	RR054	PARKING LOT RR	-	96,000	80,000	96,000	20,667	20,667	20,667
122	12254500	565000	TR619	SIBERT-ZERBE PARKING LOT CONSOLIDATI	-	-	-	150,000	-	-	-
122	12254500	565000	TR622	GEN PARKING IMPROVEMENTS	-	30,000	34,426	250,000	100,000	-	-
				Total 12254500 PARKING FUND EXPS	**-**	**213,500**	**192,897**	**581,900**	**208,827**	**111,157**	**113,547**
122	12258188	581221		TXFR OUT ADMIN FEE TO GF	-	-	-	-	-	-	-
				Total 12258188 PARKING FUND TXFR OU	**-**	**-**	**-**	**-**	**-**	**-**	**-**
122				**122 Increase (decrease) in Fund Balance**	**-**	**205,025**	**230,193**	**(139,056)**	**234,013**	**331,683**	**329,293**
122				**122 Fund Balance, beginning of year**	**-**	**-**	**-**	**230,193**	**91,138**	**325,151**	**656,834**
122				**122 Fund Balance, ending of year**	**-**	**205,025**	**230,193**	**91,138**	**325,151**	**656,834**	**986,127**

125 Tech Fund

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
125	125300	361150		INTEREST CD TECH 9939	308	-	208	100	103	106	109
				Total 125300 TECH FUND REVENUE	**308**	**-**	**208**	**100**	**103**	**106**	**109**
125	12552400	531000		PROFESSIONAL SVCS	-	-	-	80,000	45,000	-	-
125	12552400	534000		OTHER CONTRACTS	3,912	102,500	34,860	3,000	-	-	-
125	12552400	552000		OPERATING SUPPLIES	-	25,000	-	5,000	5,000	5,000	5,000
125	12552400	564090	IT001	ENERGOV IMPLEMENTATION	114,378	-	-	-	-	-	-
125	12552400	564090	IT002	HARDWARE	-	-	-	-	-	-	-

TREND

125	12552400	565000	IT002	HARDWARE	-	-	-	112,000	-	-	-
125	12552400	564090	IT003	SOFTWARE	-	-	-	-	-	-	-
				Total 12552400 TECH FUND COMMITTED	**118,290**	**127,500**	**34,860**	**200,000**	**50,000**	**5,000**	**5,000**
305	305300	381326		TXFR CD TECH FUND	-	-	-				
125	125300	381125		TXFR TO 125 TECH	170,890	139,982	172,397	197,995	202,331	206,786	211,359
				Total Other Financing sources (uses)	**170,890**	**139,982**	**172,397**	**197,995**	**202,331**	**206,786**	**211,359**
125				**125 Increase (decrease) in Fund Balance**	**52,908**	**12,482**	**137,745**	**(1,905)**	**152,434**	**201,892**	**206,468**
125				**125 Fund Balance, beginning of year**	**148,499**	**201,407**	**201,407**	**339,152**	**337,247**	**489,681**	**691,573**
125				**125 Fund Balance, ending of year**	**201,407**	**213,889**	**339,152**	**337,247**	**489,681**	**691,573**	**898,041**

127 Water Quality Improvement Fund

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
127	127300	329509		NPEB FEES	-	-	-	500	500	500	500
127	127300	361149		BANK INT NPEB	-	-	-	100	100	100	100
127	127300	329527		STORMWATER TRUST FEES	-	-	-	-	-	-	-
127	127300	361153		BANK INTEREST STRMWTR 8736	-	-	-	50	50	50	25
				Total 127300 WATER QUALITY REVENUE	**-**	**-**	**-**	**650**	**650**	**650**	**625**
127	12753700	565000	RR053	WATER RR (REPLC SLUICE)	-	-	-	150,000	-	-	-
127				***Total 12753700 NPEB FEE CIP***	**-**	**-**	**-**	**150,000**	**-**	**-**	**-**
								108,256	*87,256*	*66,256*	*45,256*
127	12753800	546000		MAINTENANCE & REPAIRS	-	-	-	21,000	21,000	21,000	21,000
				Total 12753800 STORMWATER FUNDS	**-**	**-**	**-**	**21,000**	**21,000**	**21,000**	**21,000**
127	127300	381127		TXFR TO 127 STORMWATER QUALITY	-	-	-	350,008	-	-	-
				Total Other Financing sources (uses)	**-**	**-**	**-**	**350,008**	**-**	**-**	**-**
127				**127 Increase (decrease) in Fund Balance**	**-**	**-**	**-**	**179,658**	**(20,350)**	**(20,350)**	**(20,375)**
127				**127 Fund Balance, beginning of year**	**-**	**-**	**-**	**-**	**179,658**	**159,308**	**138,958**
127				**127 Fund Balance, ending of year**	**-**	**-**	**-**	**179,658**	**159,308**	**138,958**	**118,583**

TREND

FUND	ORG	OBJ	PROJECT	129 OKA HALF PENNY 2019-2029 ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
129	129300	338029		OKAL 1/2 PENNY SALES TAX	-	1,390,761	1,717,494	1,556,293	1,602,980	1,651,070	1,700,600
129	129300	361165		INTEREST OKA HALF PENNY 7002	1,665	150	3,404	2,100	2,100	2,100	2,100
				Total 129300 OKA 1/2 PENNY REVENUE	**1,665**	**1,390,911**	**1,720,898**	**1,558,393**	**1,605,080**	**1,653,170**	**1,702,700**
129	12953831	564000	SW55	STORMWATER PUMPS & HOSES	-	-	-	-	-	-	-
	10% OR $1.6m PayGo			**Total 12953831 OKA HALF FOR STORMWA**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
129	12953931	565000	UNDER	UNDERGROUNDING	98,519	608,629	608,629	1,940,000	2,400,000	2,400,000	1,375,000
	60% OR $9.6m PayGo & borrowe			**Total 12953931 OKA HALF FOR UNDERGR**	**98,519**	**608,629**	**608,629**	**1,940,000**	**2,400,000**	**2,400,000**	**1,375,000**
129	12954100	565000	TRSAF	PUBLIC WORKS & SAFETY	-	-	-	100,000	100,000	100,000	100,000
	5% OR $800K PayGo			**Total 12954100 OKA HALF PUBLIC WORKS**	**-**	**-**	**-**	**100,000**	**100,000**	**100,000**	**100,000**
129	12957231	561000	CM001	LAND	2,758,076	2,716,127	108,821	982,997	-	-	-
129	12957231	565000	CM001	BEACH ACCESS IMPROVEMENTS	60,914	-	-	-	-	-	-
	25% OR $4m ($3m borrowed)			**Total 12957231 OKA HALF FOR PARK/REC**	**2,818,990**	**2,716,127**	**108,821**	**982,997**	**-**	**-**	**-**
				TOTAL EXPENDITURES	**2,917,509**	**3,324,756**	**717,450**	**3,022,997**	**2,500,000**	**2,500,000**	**1,475,000**
129	129300	381129	CM001	DEBT PROCEEDS (BEACH)	2,799,809	-	-				
129	129300	381321		TXFR OKA 1/2 PENNY	1,728,654	-	-				
129	12958188	581221	CM001	TFXR TO 2021 DEBT SVC	(127,000)	(353,084)	(353,084)	(353,394)	(353,648)	(353,866)	(353,976)
129	129300	381129	UNDER	TXFR IN DEBT PROCEEDS	-	-	-	2,950,000			
129	12958188	581223	UNDER	TFXR TO DEBT SVC	-	-	-		(692,924)	(692,924)	(692,924)
				Total Other Financing sources (uses)	**4,401,463**	**(353,084)**	**(353,084)**	**2,596,606**	**(1,046,572)**	**(1,046,791)**	**(1,046,901)**
129				**129 Increase (decrease) in Fund Balance**	**1,485,620**	**(2,286,929)**	**650,363**	**1,132,002**	**(1,941,492)**	**(1,893,621)**	**(819,201)**
129				**129 Fund Balance, beginning of year**	**2,093,842**	**3,579,461**	**3,579,461**	**4,229,824**	**5,361,826**	**3,420,334**	**1,526,714**
129				**129 Fund Balance, ending of year**	**3,579,461**	**1,292,532**	**4,229,824**	**5,361,826**	**3,420,334**	**1,526,714**	**707,513**

TREND

2013 GENERAL FUND REFUNDING NOTE

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
213	213300	361100		INTEREST EARNINGS	474	100	279	200	100	100	100
213				**Total 213300 2013 REFID BOND REV**	**474**	**100**	**279**	**200**	**100**	**100**	**100**
213	21351729	571000		SUNTRUST PRINCIPAL	401,139	412,531	412,531	424,247	436,296	448,687	461,429
213	21351729	572000		SUNTRUST INTEREST	154,908	142,713	142,713	130,172	117,275	104,012	90,372
213				**Total 21351729 213 BOND DEBT SERVIC**	**556,047**	**555,245**	**555,245**	**554,420**	**553,571**	**552,698**	**551,801**
213	213300	381213		INTERFUND TRANSFERS	555,913	555,245	555,245	554,420	553,571	552,698	551,801
				Total Other Financing Sources (Uses)	**555,913**	**555,245**	**555,245**	**554,420**	**553,571**	**552,698**	**551,801**
213				**213 Increase (decrease) in Fund Balance**	**340**	**100**	**279**	**200**	**100**	**100**	**100**
213				**213 Fund Balance, beginning of year**	**92,757**	**93,097**	**93,097**	**93,376**	**93,576**	**93,676**	**93,776**
213				**213 Fund Balance, ending of year**	**93,097**	**93,198**	**93,376**	**93,576**	**93,676**	**93,776**	**93,876**

TOWN CENTER CRA 2014 REFUNDING NOTE

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
214	214300	361100		INTEREST EARNINGS	612	100	318	200	100	100	100
214				**Total 214300 CRA TC DEBT SER REVENU**	**612**	**100**	**318**	**200**	**100**	**100**	**100**
214	21451729	571000		PRINCIPAL	412,740	427,021	427,021	441,795	457,081	472,896	489,258
214	21451729	572000		INTEREST	317,980	304,397	304,397	289,836	274,771	259,184	243,058
214				**Total 21451729 CRA TC DBT SER**	**730,720**	**731,418**	**731,418**	**731,631**	**731,852**	**732,080**	**732,316**
214	214300	381214		CRA INTERFUND TRANSFER	731,280	731,418	731,455	731,631	731,852	732,080	732,316
				Total Other Financing Sources (Uses)	**731,280**	**731,418**	**731,455**	**731,631**	**731,852**	**732,080**	**732,316**
214				**214 Increase (decrease) in Fund Balance**	**1,172**	**100**	**354**	**200**	**100**	**100**	**100**
214				**214 Fund Balance, beginning of year**	**244,394**	**245,566**	**245,566**	**245,920**	**246,120**	**246,220**	**246,320**
214				**214 Fund Balance, ending of year**	**245,566**	**245,666**	**245,920**	**246,120**	**246,220**	**246,320**	**246,420**

BUY THE BEACH 10YR NOTE

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
221	221300	361221		BANK INTEREST 2021 DEBT	51	-	36	25	25	25	25
221				**Total 221300 BEACH DEBT SER REVENU**	**51**	**-**	**36**	**25**	**25**	**25**	**25**
221	22151729	571000		PRINCIPAL	393,000	1,200,000	1,100,000	1,208,000	1,232,000	1,236,000	1,259,000
221	22151729	572000		INTEREST	35,188	102,077	93,903	88,404	74,514	60,482	46,259
221	22151729	573001		COST OF ISSUANCE	76,477	-	-	-	-	-	-
221				**Total 22151729 BEACH DBT SER**	**504,664**	**1,302,077**	**1,193,903**	**1,296,404**	**1,306,514**	**1,296,482**	**1,305,259**
221	221300	381221		TXFR IN FR 221	1,103,919	1,302,077	1,302,077	1,296,404	1,306,514	1,296,482	1,305,259
221	221300	384000		BOND/LOAN PROCEEDS REVENUE	2,819,000	-	-				
221	221300	385000		PROCEEDS FROM REFUNDING BONDS	7,086,000	-	-				
221	22158188	581000		TRANSFER OUT	(3,682,536)	-	-				
221	22158188	581129		TXFR OUT TO 129 FUND	(2,799,809)	-	-				
221	22158188	581209		TXFR TO 209	(4,021,423)	-	-				
221				**Total Other Financing Sources (Uses)**	**505,151**	**1,302,077**	**1,302,077**	**1,296,404**	**1,306,514**	**1,296,482**	**1,305,259**
221				**221 Increase (decrease) in Fund Balance**	**538**	**-**	**108,211**	**25**	**25**	**25**	**25**
221				**221 Fund Balance, beginning of year**	**-**	**537**	**537**	**108,748**	**108,773**	**108,798**	**108,823**
221				**221 Fund Balance, ending of year**	**537**	**537**	**108,748**	**108,773**	**108,798**	**108,823**	**108,848**

$20m UNDERGROUNDING
$10m BEACH (TDC Advance)

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
223	223300	361223		BANK INTEREST 2023 DEBT	-	-	-	-	-	-	-
223				**Total 223300 BEACH DEBT SER REVENU**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
								6,000,000	5,900,600	5,801,200	5,701,800
223	22351110	571000		PRINCIPAL	-	-	-	-	99,400	99,400	99,400
223	22351110	572000		INTEREST	-	-	-	-	200,600	200,600	200,600
223	22351110	573001		COI	-	-	-	50,000			
223				**Total 22351110 HARBOR UNDER**	**-**	**-**	**-**	**50,000**	**300,000**	**300,000**	**300,000**
								3,000,000	2,457,076	1,887,005	1,288,431
223	22351129	571000		PRINCIPAL	-	-	-	-	542,924	570,071	598,574
223	22351129	572000		INTEREST	-	-	-	-	150,000	122,854	94,350
223	22351129	573001		COI	-	-	-	50,000			
223				**Total 22351129 OKA HALF UNDER**	**-**	**-**	**-**	**50,000**	**692,924**	**692,924**	**692,924**
223	22351305	571000		PRINCIPAL	-	-	-	1,000,000	1,000,000	1,000,000	1,000,000
223				**Total 22351305 TDC AFA**	**-**	**-**	**-**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**

TREND

								11,000,000	10,769,523	10,527,522	10,273,421
223	22351315	571000		PRINCIPAL	-	-	-		230,477	242,001	254,101
223	22351315	572000		INTEREST	-	-	-	-	550,000	538,476	526,376
223	22351315	573001		COI	-	-	-	50,000	-		
223				**Total 22351315 ELECTRIC UNDER**	**-**	**-**	**-**	**50,000**	**780,477**	**780,477**	**780,477**
223	223300	384000	UNDER	HARBOR CRA (110)	-	-	-	6,000,000			
223	22358188	581110	UNDER	TXFR OUT TO 110 FUND	-	-	-	(5,950,000)			
223	223300	384000	UNDER	OKA HALF (129)	-	-	-	3,000,000			
223	22358188	581129	UNDER	TXFR OUT TO 129 FUND	-	-	-	(2,950,000)			
223	223300	384000	UNDER	ELECTRIC FRAN (315)	-	-	-	11,000,000			
223	22358188	581315	UNDER	TXFR OUT TO 315 FUND	-	-	-	(10,950,000)			
223	223300	381223	UNDER	TXFRS IN FOR DEBT SERVICE from 110	-	-	-	-	300,000	300,000	300,000
223	223300	381223	UNDER	TXFRS IN FOR DEBT SERVICE from 129	-	-	-	-	692,924	692,924	692,924
223	223300	381223	UNDER	TXFRS IN FOR DEBT SERVICE from 315	-	-	-	-	780,477	780,477	780,477
223	223300	384000	CM001	TDC AFA (305)	-	-	-	10,000,000			
223	22358188	581305	CM001	TXFR OUT TO 305 FUND	-	-	-	(10,000,000)			
223	223300	381223	CM001	TXFRS IN FOR DEBT SERVICE from 305	-	-	-	1,000,000	1,000,000	1,000,000	1,000,000
223				**Total Other Financing Sources (Uses)**	**-**	**-**	**-**	**1,150,000**	**2,773,401**	**2,773,401**	**2,773,401**
223				**223 Increase (decrease) in Fund Balance**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
223				**223 Fund Balance, beginning of year**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
223				**223 Fund Balance, ending of year**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

RENEWAL AND REPLACEMENT FUND

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
300	300300	361154		INTEREST EARNINGS Gas Tax#1 6054	536	-	265	300	100	100	100
300	300300	361158		INTEREST EARNINGS RR 9662	2,602	-	1,588	1,600	150	150	150
300	300300	369100		OVER/UNDER	-	-	0	-	-	-	-
				Total 300300 R&R REVENUE	**3,139**	**-**	**1,853**	**1,900**	**250**	**250**	**250**
300	30054131	565000	PW612	ROADS SIDEWALKS ST LIGHTS	258,226	-	-	-	-	-	-
300	30054131	565000	RR054	R&R ROADS, SIDEWALKS, ST LIGHTS	463,500	440,000	440,000	509,000	509,000	509,000	509,000
				Total 30054312 R&R INFRA GAS TAX #1	**721,726**	**440,000**	**440,000**	**509,000**	**509,000**	**509,000**	**509,000**
300	30058585	562000	RR051	GEN GOV BUILDINGS	5,638	-	-	-	-	-	-
300	30058585	565000	RR051	GEN GOV RR PROJECTS	41,733	204,752	25,566	30,000	51,500	28,500	28,500
300	30058585	564000	RR052	PUBLIC SAFETY EQUIPMT	2,050	-	-	-	-	-	-
300	30058585	565000	RR052	PUBLIC SAFETY RR CAPITAL PROJS	154,056	217,044	1,618	286,000	184,044	128,044	239,500
300	30058585	565000	RR053	PHYS ENVIR RR CAPITAL PROJECTS	42,103	295,868	300,648	-	26,307	1,117,307	100,307

300	30058585	564000	RR054	MACHINERY AND EQUIPMENT	13,808	-	-	-	-	-	-
300	30058585	565000	RR054	TRANSPORTATION RR CAPITL PROJS	111,414	421,727	90,610	542,000	502,000	482,000	482,000
300	30058585	564000	RR057	MACHINERY AND EQUIPMENT	53,598	-	4,650	-	-	-	-
300	30058585	565000	RR057	PARK AND LIBRY RR CAPITL PROJS	368,781	681,765	194,612	-	-	-	-
300	30058585	565000	RR571	LIBRARY RR	-	-	-	224,000	90,833	50,833	50,833
300	30058585	565000	RR572	PARKS RR	-	-	-	508,718	428,978	265,978	298,978
300	30058585	565000	RR573	CULTURAL RR	-	-	-	39,500	26,701	11,701	11,701
300	30058585	564000	RRVEH	VEHICLES	204,165	523,044	520,825	598,000	-	-	-
				Total 30058585 R&R FACILITIES	**997,346**	**2,344,199**	**1,138,529**	**2,228,218**	**1,310,363**	**2,084,363**	**1,211,819**
				Total 300 R&R EXPENDITURES	**1,719,072**	**2,784,199**	**1,578,529**	**2,737,218**	**1,819,363**	**2,593,363**	**1,720,819**
300	300300	381005		TXFR GAS TAX#1 TO RR	558,055	510,814	543,664	581,723	584,600	587,500	590,400
300	300300	381300		TXFR GF TO 300 RR	2,064,000	900,000	900,000	1,052,025	1,285,713	2,057,263	1,182,019
				Total Other Financing sources (uses)	**2,622,055**	**1,410,814**	**1,443,664**	**1,633,748**	**1,870,313**	**2,644,763**	**1,772,419**
300				**300 Increase (decrease) in Fund Balance**	**906,122**	**(1,373,385)**	**(133,012)**	**(1,101,570)**	**51,200**	**51,650**	**51,850**
300				**300 Fund Balance, beginning of year**	**496,839**	**1,402,960**	**1,402,960**	**1,269,948**	**168,378**	**219,578**	**271,228**
300				**300 Fund Balance, ending of year**	**1,402,960**	**29,575**	**1,269,948**	**168,378**	**219,578**	**271,228**	**323,078**

305 CAPITAL PROJECT FUND

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY 2022 BUDGET*	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
305	305300	331302	CRH63	RESTORE PARK CIP GRANT	-	698,147	609,138	-			
305	305300	331303	RC216	RESTORE PARK CIP GRANT CTP	-	729,918	-	729,918			
305	305300	331390	ARP	ARP - AMERICAN RECOVERY PLAN	-	790,000	487,252	1,135,133			
305	305300	331700	LB001	FED GRANT / IMLS CARES LIBRARY	-	27,704	27,704				
305	305300	334380	SW55	STATE GRANT - FDEM STORMWATER	-	96,619	88,868				
305	305300	334400	CRT17	STATE GRANT - LINEAR TRAIL	-	-	-	270,000	-	-	
305	305300	334491	EN615	STATE GRANT - TRANSPORTATI	-	2,699,664	1,361,855	1,337,809	-	-	
305	305300	337714	CM001	BOCC BEACH LAND ACQ GRANT	-	2,256,156	156,597	13,454,307			-
305	305300	337712	CM001	TDC 48.5% of 12.5%	-	-	-	2,920,545	1,000,000	1,000,000	1,000,000
305	305300	337712	RC101	TDC 48.5% of 12.5%	-	-	478,500	22,000			
305	305300	337712	CRH63	TDC 48.5% of 12.5%	-	-	-	100,000			
305	305300	337715	EN615	BOCC XTOWN CONNECTOR GRANT	-	-	-	3,300,000			-
305	305300	366540	NORG1	PRIVATE DONATION ROAD	-	30,000	30,000				
305	305300	331500	FM637	FEMA - CTP SEAWALL MICHAEL	-	-	-				
305	305300	331301	SW51L	NFWF STORMWATER CIP GRANT	-	-	-				
				Total 305300 REVENUE	**-**	**7,328,208**	**3,239,914**	**23,269,712**	**1,000,000**	**1,000,000**	**1,000,000**

305	30553833	565000	SW51L	NFWF STORMWATER CIP	374,025	-	-	-	-	-	-
305	30553833	564000	SW55	FDEM STORMWATER EQUIP	-	96,619	88,868	-	-	-	-
				Total 30553833 PHYS ENVIR CAP GRANT E	**374,025**	**96,619**	**88,868**	**-**	**-**	**-**	**-**
305	30554036	565000	NORG1	NORRIEGO PT ROAD	-	30,000	30,750	-	-	-	-
305	30554133	561000	EN615	FDOT TRIP CROSS TOWN CONNECTOR (RO	-	-	1,000,820	-	-	-	-
305	30554133	565000	EN615	FDOT TRIP CROSS TOWN CONNECTOR (RO	336.44	2,699,664	361,034	1,337,809	-	-	-
305	30554100	565000	EN615	BOCC X-TOWN CONNECTOR - CONSTRUCT	-	-	-	3,300,000	-	-	-
305	30554200	565000	CRT17	STATE - LINEAR TRAIL	-	-	-	270,000	-	-	-
				Total 30554XXX ROAD/TRAIL GRANTS	**336**	**2,729,664**	**1,392,604**	**4,907,809**	**-**	**-**	**-**
305	30555900	565000	ARP	ARP - AMERICAN RECOVERY PLAN	-	790,000	487,252	1,135,133	-	-	-
				Total 30555900 CAP GRANT EXPS	**-**	**790,000**	**487,252**	**1,135,133**	**-**	**-**	**-**
305	30557133	564090	LB001	COMPUTER EQ/SOFT TECHNOLOGY	50,366	27,704	27,704	-	-	-	-
305	30557133	565000	RC130	MUSEUM BLDG GRANT	-	-	-	-	-	-	-
				Total 30557133 LIBRARY CAP GRANT EXPS	**50,366**	**27,704**	**27,704**	**-**	**-**	**-**	**-**
305	30557212	561000	CM001	LAND (BEACH)	-	-	-	11,048,822	-	-	-
305	30557212	565000	CM001	BEACH PARK CIP	-	-	-	871,723	-	-	-
305	30557212	565000	RC101	HARBOR BOARDWALK	-	-	478,500	22,000	-	-	-
305	30557212	565000	CRH63	CAPTAIN ROYAL MELVIN	-	-	-	100,000	-	-	-
				Total 30557212 TDC 12.5%	**-**	**-**	**478,500**	**12,042,545**	**-**	**-**	**-**
305	30557233	565000	CRH63	CAPTAIN ROYAL MELVIN	580,899	698,147	609,138	-	-	-	-
305	30557233	563000	FM637	FEMA - CTP SEAWALL MICHAEL	-	-	-	-	-	-	-
305	30557233	565000	RC216	CLEMENT TAYLOR PARK	-	729,918	-	729,918	-	-	-
305	30557233	565000	SALLY	CONSTRUCTION IN PROGRESS	-	-	-	-	-	-	-
				Total 30557233 PARKS CAP GRANT EXPS	**580,899**	**1,428,065**	**609,138**	**729,918**	**-**	**-**	**-**
305	30557237	561000	CM001	BEACH ACQUISITION BOCC	3,968,216	2,256,156	156,597	12,210,000	-	-	-
305	30557237	565000	CM001	BEACH ACCESS IMPRV BOCC	85,585	-	-	1,244,307	-	-	-
				Total 30557237 BOCC BEACH GRANT	**4,053,801**	**2,256,156**	**156,597**	**13,454,307**	**-**	**-**	**-**
305	30558500	563000	FM637	INFRASTRUCTURE	-	-	-	-	-	-	-
305	30558500	565000	ANNEX	ANNEXATION STUDY CAPITAL PROJ	-	10,000	10,000	10,000	-	-	-
305	30558500	565000	CE001	CODE COMPLIANCE VESSL CAP PROJ	-	25,700	25,700	-	-	-	-
305	30558500	565000	CM001	BEACH ACQUISITION	-	-	-		-	-	-
305	30558500	565000	CRH63	CAPTAIN ROYAL MELVIN PARK	96,071	105,289	105,289	-	-	-	-
305	30558500	531001	CRH65	HARBOR CAPACITY STUDY	-	250,000	250,000	-	-	-	-
305	30558500	565000	EN626	MAIN ST @ KELLY XING	20,271	-	-	-	-	-	-
305	30558500	565000	EVENT	EVENT CTR CAPITAL PROJECT	-	-	-	-	-	-	-
305	30558500	565000	HURRIC	HURRICANE RESPONSE	-	-	-	100,000	-	-	-
305	30558500	565000	IT002	NETWORK INFRA/SERVERS	-	75,000	16,168	45,000	-	-	-
305	30558500	565000	IT003	SOFTWARE: RECTRAC; ASSET MGMT; CIVIC	-	38,779	38,779	65,000	85,000	-	-

TREND

305	30558500	565000	LB001	LIBRARY RFID TABLES MOBILE APPS	-	-	-	-	-	-	-
305	30558500	565000	MARIN	CITY MARINA	-	75,000	75,000	-	75,000	-	-
305	30558500	565000	RC124	PLAYGROUND STRUCTURE	-	25,000	25,000	-	-	-	-
305	30558500	565000	RC125	BUCK DESTIN RESTROOMS	-	135,000	135,000	200,000	-	-	-
305	30558500	565000	RC127	PICKLEBALL COURTS	-	400,000	-	400,000	-	-	-
305	30558500	565000	RC130	MUSEUM BLDG IMPROVEMTS	-	-	-	-	-	-	-
305	30558500	565000	RC216	CLEMENT TAYLOR PARK RENO	5,456	35,000	-	35,000	-	-	-
305	30558500	565000	SALLY	HURRICANE SALLY	53,407	58,951	59,691	-	-	-	-
305	30558500	565000	TR618	ZERBE-CALHOUN PEDESTRIAN PATH	24,628	155,932	155,932	-	-	-	-
305	30558500	565000	TR621	TRANSIT TROLLEY	-	25,000	25,000	-	-	-	-
305	30558500	565000	TR64	GENERAL WAYFINDING SIGNAGE	-	100,000	100,000	-	-	-	-
305	30558500	563000	TRSAF	XING SAFETY	3,913	100,000	100,000	-	-	-	-
305	30558500	565000	LB002	ADA DOOR/CHILDREN AREA REMODEL	-	-	-	-	-	-	-
305	30558500	565000	SW530	STORMWATER EQUIP	-	-	-	-	-	-	-
305	30558500	565000	TR619	SIBERT-ZERBE PARKING LOT CONSOLIDATI	-	-	-	-	-	-	-
305	30558500	564000	XMAS	XMAS DECORATIONS	-	68,160	69,846	-	-	-	-
				Total 30558500 GF MATCH	**203,746**	**1,682,811**	**1,191,405**	**855,000**	**160,000**	**-**	**-**
				Total 305 CAPITAL PROJECT EXPENDITURE	**5,263,173**	**9,011,020**	**4,432,068**	**33,124,712**	**160,000**	**-**	**-**
305	305300	381305		TXFR TO 305	203,746	1,682,811	1,192,156	855,000	160,000	-	-
305	305300	381305	CM001	BOCC/TDC (AFA) DEBT PROCEEDS	-	-	-	10,000,000	-	-	-
305	30558188	581223	CM001	TXFR OUT 2023 DEBT SVC	-	-	-	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
305	305300	381305	CM001	TXFR TO 305	4,053,801	-	-				
305	305300	381322	SW51L	TXFR NFWF GRANT	374,025	-	-				
305	305300	381323	CRH63	TXFR RESTORE PARK	580,899	-	-				
305	305300	381305	EN615	TXFR TO 305	336	-	-				
305	305300	381305	LB001	TXFR TO 305	50,366	-	-				
				Total Other Financing sources (uses)	**5,263,173**	**1,682,811**	**1,192,156**	**9,855,000**	**(840,000)**	**(1,000,000)**	**(1,000,000)**
305				**305 Increase (decrease) in Fund Balance**	**(0)**	**(1)**	**1**	**-**	**-**	**-**	**-**
305				**305 Fund Balance, beginning of year**	**-**	**1**	**(1)**	**0**	**0**	**0**	**0**
305				**305 Fund Balance, ending of year**	**(0)**	**-**	**0**	**0**	**0**	**0**	**0**

TREND

315 RESTRICTED CAPITAL PROJECT FUND

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2021 ACTUALS	FY2022	2022 PROJECTION	FY 2023 TENTATIVE BUDGET	FY 2024	FY 2025	FY 2026
315	315300	312420		LOCAL OPTION GAS TAX #2	-	231,400	245,404	264,384	265,706	267,034	268,370
315	315300	323100		ELECTRIC FRANCHISE	-	-	706,919	780,000	783,900	787,820	791,759
315	315300	324110		POLICE IMPACT RESIDENTIAL	5,756	500	952	500	500	500	500
315	315300	324310		ROAD IMPACT RESIDENTIAL	370,970	50,000	56,305	50,000	50,000	50,000	50,000
315	315300	324611		LIBRARY IMPACT RESIDENTIAL	38,286	5,000	7,748	5,000	5,000	5,000	5,000
315	315300	324612		PARK IMPACT RESIDENTIAL	120,162	30,000	13,698	15,000	15,000	15,000	15,000
315	315300	324622		PARK IMPACT COMMERCIAL	-	-	7,137	5,000	5,000	5,000	5,000
315	315300	325100		MULTI-MODAL IMPACT FEE	55,000	30,000	5,000	30,000	30,000	30,000	30,000
315	315300	329509		NPEB	1,884	500	1,383	-	-	-	-
315	315300	361120		BANK INTEREST POLICE 6179	19	-	13	-	-	-	-
315	315300	361141		BANK INTEREST ROAD	3,488	-	1,441	1,000	1,000	1,000	1,000
315	315300	361145		BANK INTEREST MODAL	740	-	143	100	100	100	100
315	315300	361149		BANK INT NPEB	540	-	240				
315	315300	361153		BANK INTEREST STRMWTR 8736	215	-	98	50	50	50	50
315	315300	361157		BANK INTEREST PARK 6047	53	-	24	20	20	20	20
315	315300	361160		INTEREST GAS TAX#2 6970	330	-	471	300	300	300	300
315	315300	361171		BANK INTEREST LIBRARY 6088	332	-	179	100	100	100	100
315	315300	361172		BANK INTEREST PARK	812	-	401	300	300	300	300
315	315300	361173		BANK INTEREST ELEC FRAN	-	-	17	50	50	50	50
				Total 315 REVENUES	**598,585**	**347,400**	**1,047,574**	**1,151,804**	**1,157,026**	**1,162,274**	**1,167,548**
315	31552000	565000	CE001	CODE ENFORCEMT VESSEL	-	11,300	7,500	-	-	-	-
315	31552000	565000	CE002	CODE ENFORCEMT EQUIPMENT	-	-	-	10,000	-	-	-
315				***Total 31552000 POLICE IMPACT FEE CIP***	**-**	**11,300**	**7,500**	**10,000**	**-**	**-**	**-**
	MOVE TO 127 FUND										
315	31553732	565000	CE001	CODE COMPLIANCE VESSL CAP PROJ	-	4,000	-	-	-	-	-
315	31553732	565000	CRH63	CAPTAIN ROYAL MELVIN PARK CONSTR	-	18,025	18,025	-	-	-	-
315	31553732	531000	NPDES	PROFESSIONAL SVCS	-	32,500	32,500	-	-	-	-
315	31553732	565000	RR053	WATER RR (REPLC SLUICE)	-	-	-	-	-	-	-
315	31553732	565000	NPDES	NPDES ANNUAL CERTIFICATION	-	-	-	-	-	-	-
315				***Total 31553732 NPEB FEE CIP***	**-**	**54,525**	**50,525**	**-**	**-**	**-**	**-**
315	31553833	565000	SW54	FDEP FUNDED STORMWATER PROJECTS	-	60,000	60,000	-	-	-	-
351	35153951	546000	OPL12	REPAIRS AND MAINTENANCE	-	-	-				
351	35153951	565000	TR618	CONSTRUCTION IN PROGRESS	-	-	-				
				Total 31553833 STORMWATER FUNDS	**-**	**60,000**	**60,000**	**-**	**-**	**-**	**-**
315	31553977	565000	UNDER	UNDERGROUNDING	-	-	-	3,375,000	3,375,000	3,000,000	3,000,000
315				***Total 31553977 ELECTRIC FRANCH UNDER***	**-**	**-**	**-**	**3,375,000**	**3,375,000**	**3,000,000**	**3,000,000**

TREND

315	31554031	565000	EN615	CROSS-TOWN CONNECTOR	-	-	-	500,000	-	-	-
315	31554031	565000	SW53	CONSTRUCTION IN PROGRESS	-	6,148	4,023	-	-	-	-
315	31554031	565000	TR619	SIBERT-ZERBE PARKINGLOT	-	150,000	-	-	-	-	-
315	31557232	565000	RC617	CONSTRUCTION IN PROGRESS	-	-	-	-	-	-	-
315				***Total 31554031 GAS TAX #2 COMP PLAN***	**-**	**156,148**	**4,023**	**500,000**	**-**	**-**	**-**
315	31554032	565000	EN615	X-TOWN CONNECTOR	-	-	-	140,000	-	-	-
315	31554032	565000	EN617	STAHLMAN INTERSECTION SAFER XING	23,694	-	-	-	-	-	-
315	31554032	565000	TR618	ZERBE-CALHOUN PEDESTRIAN PATHWAY	247,500	-	-	-	-	-	-
315	31554032	565000	TR620	ADA TRANSITION PEDESTRIAN FACILITIES	-	142,000	140,643	-	-	-	-
				Total 31554032 MULTI-MODEL IMPACT C	**271,194**	**142,000**	**140,643**	**140,000**	**-**	**-**	**-**
315	31554132	565000	EN615	X-TOWN CONNECTOR	227,134	330,268	330,268	1,600,000	-	-	-
315	31554132	565000	NORG1	NORRIEGO POINT ROAD	-	338,370	30,750	-	-	-	-
315	31554132	565000	TR618	ZERBE-CALHOUN PEDESTRIAN PATHWAY	267,242	-	-	-	-	-	-
315	31554132	565000	TR64	GENERAL WAYFINDING SIGNAGE	-	-	-	-	-	-	-
315				***Total 31554132 ROAD IMPACT CIP***	**494,376**	**668,638**	**361,018**	**1,600,000**	**-**	**-**	**-**
315	31557132	565000	LB002	LIBRARY IMPACT FEE PROJECTS	-	24,000	24,000	140,000	235,000	-	-
				Total 31557132 LIBRARY IMPACT FEES	**-**	**24,000**	**24,000**	**140,000**	**235,000**	**-**	**-**
315	31557232	565000	CRH63	CAPTAIN ROYAL MELVIN PARK CONSTR	11,182	147,209	147,209	-	-	-	-
315	31557232	565000	RC004	PARK IMPACT FEE PROJECTS	-	-	-	-	-	-	-
315	31557232	565000	RC124	MORGANS CHILDRENS PARK IMPRV	-	-	-	77,000	-	-	-
315	31557232	565000	RC127	PICKLE BALL COURT	-	-	-	-	-	-	-
315	31557232	565000	RC128	MORGANS BATHROOMS/FIELDHOUSE/STC	-	250,000	-	345,000	-	-	-
315	31557232	563000	RC617	BATTING CAGES	56,975	-	-	-	-	-	-
				Total 31557232 PARK & REC IMPACT FEES	**68,157**	**397,209**	**147,209**	**422,000**	**-**	**-**	**-**
315	31557236	565000	RC124	MORGANS CHILDRENS PARK IMPRV	-	26,745	26,745	23,000	-	-	-
				Total 31557366 MORGANS KID PARK	**-**	**26,745**	**26,745**	**23,000**	**-**	**-**	**-**
				Total 315 RESTRICTED CIP EXPS	**833,727**	**1,540,565**	**821,663**	**6,210,000**	**3,610,000**	**3,000,000**	**3,000,000**
315	315300	381509		TXFR GAX TAX#2	235,580	-	-				
315	315300	381315	UNDER	ELECTRIC FRANC DEBT PROCEEDS	-	-	-	10,950,000			
315	31558188	581223		TXFR OUT 2023 DEBT SVC	-	-	-		(780,477)	(780,477)	(780,477)
315	31558188	581127		TXFR TO 127 STORMWATER QUALITY	-	-	-	(350,008)			
				Total Other Financing sources (uses)	**235,580**	**-**	**-**	**10,599,992**	**(780,477)**	**(780,477)**	**(780,477)**
315				**315 Increase (decrease) in Fund Balance**	**438**	**(1,193,165)**	**225,911**	**5,541,796**	**(3,233,451)**	**(2,618,203)**	**(2,612,929)**
315				**315 Fund Balance, beginning of year**	**3,302,414**	**3,302,853**	**3,302,853**	**3,528,764**	**9,070,560**	**5,837,109**	**3,218,906**
315				**315 Fund Balance, ending of year**	**3,302,853**	**2,109,688**	**3,528,764**	**9,070,560**	**5,837,109**	**3,218,906**	**605,977**

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

STRATEGIC OBJECTIVE PRIORITY			PY Encumbrances rolling forward 08/21/2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
	Citizen/Council Directed								
1.2	EN615	Cross-Town Connector	$ 325,366	$ 6,877,809	$ -	$ -	$ -	$ -	$ 6,877,809
1.3, 2.2	CM001	Beach Acquisition	95,364	26,357,849	-	-	-	-	26,357,849
1.6	EVENT	Multi-Use Convention/Sports/Comm Ctr	-	-	-	-	-	-	-
1.4, 2.3	UNDER	Undergrounding	171,421	11,815,000	5,775,000	5,400,000	8,375,000	325,000	31,690,000
1.8	TR621	Transit Trolley	-	-	-	-	-	-	-
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	3,669	30,000	53,500	30,500	30,500	30,500	175,000
3.2	RR052	Public Safety	20,666	286,000	184,044	128,044	239,500	239,500	1,077,089
3.2	RR053	Physical Environment (Stormwater, Cemetery)	69,048	150,000	26,307	1,117,307	100,307	26,307	1,420,227
1.10, 3.2, 3.7	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1)	440,420	1,147,000	1,031,667	1,011,667	1,011,667	1,044,167	5,246,167
3.2	RR057	General Culture & Recreation	118,434	-	-	-	-	-	-
3.2	RR571	Library	-	224,000	90,833	50,833	50,833	50,833	467,332
3.2	RR572	Parks and Recreation	-	508,718	733,978	265,978	298,978	258,978	2,066,631
3.2	RR573	Other Facilities (i.e. Museum)	-	39,500	24,701	9,701	9,701	9,701	93,303
3.2	RRVEH	Vehicles	419,326	598,000	-	-	-	-	598,000
	Growth Necessitated & Comp Plan								
	CE002	Code Enforcement Equipment	-	10,000	-	-	-	-	10,000
	LB002	Library Impact Fee Projects	-	140,000	235,000	-	-	-	375,000
4.10	NORG1	Norriego Point Road	6,981	-	-	-	-	-	-
4.14	SW54	Stormwater Cleanouts	14,995	-	-	-	-	-	-
1.5, 4.8	TR618	Zerbe-Calhoun Pedestrian Pathway	149,571	-	-	-	-	-	-
1.10	TR619	Sibert-Zerbe Parking Lot Consolidation	-	150,000	-	-	-	-	150,000
3.9	TR620	ADA Transition - Pedestrian Facilities	109,475	-	-	-	-	-	-
1.10	TR622	General Parking Improvements	4,426	250,000	100,000	-	-	-	350,000
	Other Capital Projects								
	ARP	Stormwater Infrastructure Projects	483,779	1,135,133	-	-	-	-	1,135,133
	CE001	Code Compliance Boat Trailer	7,500	-	-	-	-	-	-
3.3, 4.7	CRH63	Captain Royal Melvin Heritage Park and Plaza (REST	70,815	100,000	-	-	-	-	100,000
3.5	CRH64	Harbor CRA Wayfinding Plan Signage	-	-	150,000	-	-	-	150,000
4.15	CRT17	Town Center CRA Easement Trail/Linear Park	-	540,000	50,000	1,000,000	-	-	1,590,000
3.5	CRT64	Town Center CRA Wayfinding Plan Signage	-	100,000	-	-	-	-	100,000
3.5	TR64	General Wayfinding Plan Signage	-	-	-	-	-	-	-
	HURRIC	Hurricane Response	-	100,000	-	-	-	-	100,000
3.2	IT002	Tech Fund Hardware/Software Replacements	-	157,000	-	-	-	-	157,000

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward 08/21/2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
	IT003	Other Hardware/Software Replacements	-	65,000	85,000	-	-	-	150,000
	LB001	Library Tablet Station & Biblioteca RFID and Mobil A	4,853	-	-	-	-	-	-
	MM001	Multimodal expansion program	-	-	-	-	-	-	-
	PW015	Vehicle WashDown Station	-	-	-	-	-	-	-
3.2	RC101	Harbor Boardwalk Improvements	313,904	22,000	-	-	-	-	22,000
	RC124	Morgan's Children's Park Playground Structure	-	100,000	-	-	-	-	100,000
	RC125	Buck Destin Restrooms	-	200,000	-	-	-	-	200,000
4.16	RC127	Pickleball Court	-	400,000	-	-	-	-	400,000
	RC128	Morgan's Bathrooms/Storage/Fieldhouse	-	345,000	-	-	-	-	345,000
3.3, 4.11	RC216	Clement Taylor Park Renovations	-	764,918	-	-	-	-	764,918
3.3, 4.11	SALLY	Hurricane Sally	2,457	-	-	-	-	-	-
	SW53	Stormwater Master Plan	4,023	-	-	-	-	-	-
	SW56	Stormwater Swale Work	-	-	-	-	-	-	-
	SW57	Stormwater Basin Studies	-	-	-	-	-	-	-
	TRSAF	Intersection Safety	37,470	100,000	100,000	100,000	100,000	100,000	500,000
	XMAS	Holiday Decorations	-	50,000	-	-	-	-	50,000
		Total Projects	**$ 2,873,961**	**$ 52,772,927**	**$ 8,715,030**	**$ 9,114,030**	**$10,216,486**	**$ 2,084,986**	**$ 82,903,458**

	Funding Sources		PY Encumbrances rolling forward 08/21/2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
General Fund	0151212	GENERAL FUND	$ -	-	-	-	-	-	-
General Fund	30058585	RR GENERAL	695,523	$ 2,228,218	$ 1,615,363	$ 2,084,363	$ 1,211,819	$ 1,097,819	$ 8,237,582
General Fund	30558500	GENERAL FUND	208,095	855,000	160,000	-	-	-	1,015,000
TC CRA	10258500	TOWN CENTER CRA	-	920,000	50,000	1,000,000	4,000,000	-	5,970,000
Harbor CRA	11058500	HARBOR CRA	-	6,000,000	150,000	-	-	-	6,150,000
Parking Fund	12254500	PARKING FUND	4,426	496,000	120,667	20,667	20,667	20,667	678,667
Tech Fund	12552400	TECHNOLOGY FUND	-	112,000	-	-	-	-	112,000
Oka 1/2 Penny	12953831	OKA 1/2 STORMWATER	-	-	-	-	-	-	-
Oka 1/2 Penny	12953931	OKA 1/2 UNDERGROUNDING	171,421	1,940,000	2,400,000	2,400,000	1,375,000	325,000	8,440,000
Oka 1/2 Penny	12954100	OKA 1/2 PUBLIC WORKS & SAFETY	-	100,000	100,000	100,000	100,000	100,000	500,000
Oka 1/2 Penny	12957231	OKA 1/2 BEACH ACQ	71,941	982,997	-	-	-	-	982,997
Gas Taxes	30054131	GAS TAX#1 RR ROADS	376,039	509,000	509,000	509,000	509,000	541,500	2,577,500
Gas Taxes	31554031	GAS TAX#2 COMP PLAN	4,023	500,000	-	-	-	-	500,000
Impact Fees	31552000	POLICE IMPACT FEES	7,500	10,000	-	-	-	-	10,000
Impact Fees	31554032	MULTI-MODAL IMPACT FEES	109,475	140,000	-	-	-	-	140,000

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward 08/21/2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Impact Fees	31554132	ROAD IMPACT FEES	61,072	1,600,000	-	-	-	-	1,600,000
Impact Fees	31557132	LIBRARY IMPACT FEES	-	140,000	235,000	-	-	-	375,000
Impact Fees	31557232	PARK IMPACT FEES	5,412	422,000	-	-	-	-	422,000
Restricted	12753700	NPEB	-	150,000	-	-	-	-	150,000
Restricted	31553833	STORMWATER TRUST FUND	14,995	-	-	-	-	-	-
Franch fees	31553977	ELECTRIC FRANCHISE UNDERGROUNDING	-	3,375,000	3,375,000	3,000,000	3,000,000	-	12,750,000
Grant	30554100	BOCC XTOWN CONSTRUCTION	-	3,300,000	-	-	-	-	3,300,000
Grant	30554036	DEVELOPER CONTRIBUTION	3,491	-	-	-	-	-	-
Grant	30554133	FDOT TRIP GRANT	267,785	1,337,809	-	-	-	-	1,337,809
Grant	30554200	STATE GRANT LINEAR TRL	-	270,000	-	-	-	-	270,000
Grant	30557133	LIBRARY/MUSEUM GRANTS	4,853	-	-	-	-	-	-
Grant	30557233	RESTORE PARK GRANT	46,806	729,918	-	-	-	-	729,918
Grant	30557212	TDC 12.5% (includes Advanced Funding)	313,904	12,042,545	-	-	-	-	12,042,545
Grant	30557237	BOCC (TDC) BEACH ACQ GRANT	23,423	13,454,307	-	-	-	-	13,454,307
Grant	30555900	AMERICAN RESCUE PLAN	483,779	1,135,133	-	-	-	-	1,135,133
Grant	31557236	MORGANS KID PARK GRANT	-	23,000	-	-	-	-	23,000
		Total Sources	**$ 2,873,961**	**$ 52,772,927**	**$ 8,715,030**	**$ 9,114,030**	**$10,216,486**	**$ 2,084,986**	**$ 82,903,458**
			$ -	$ -	$ -	$ -	$ -	$ -	$ -

FY 2023 PROPOSED CAPITAL BUDGET
by Governmental Activity

General Government		
ANNEX	Annexation Study	10,000
EVENT	Multi-Use Convention/Sports/Comm Ctr	-
IT002	Tech Fund Hardware/Software Replacements	157,000
IT003	Other Hardware/Software Replacements	65,000
MARINA	City Marina	-
RR051	General Government	30,000
RRVEH	Vehicles	598,000
	Subtotal	860,000
Public Safety		
CE002	Code Enforcement Equipment	10,000
HURRIC	Hurricane Response	100,000
RR052	Public Safety	286,000
	Subtotal	396,000
Physical Environment		
ARP	Stormwater Infrastructure Projects	1,135,133
RR053	Physical Environment (Stormwater, Cemetery)	150,000
UNDER	Undergrounding	11,815,000
	Subtotal	13,100,133
Transportation		
EN615	Cross-Town Connector	6,877,809
RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1)	1,147,000
TR619	Sibert-Zerbe Parking Lot Consolidation	150,000
TR621	Transit Trolley	-
TR622	General Parking Improvements	250,000
TRSAF	Intersection Safety	100,000
	Subtotal	8,524,809
Economic Development		
CRH63	Captain Royal Melvin Heritage Park and Plaza (RESTORE	100,000
CRT17	Town Center CRA Easement Trail/Linear Park	540,000
CRT64	Town Center CRA Wayfinding Plan Signage	100,000
	Subtotal	740,000
Culture & Recreation		
CM001	Beach Acquisition	26,357,849
LB002	Library Impact Fee Projects	140,000
RC101	Harbor Boardwalk Improvements	22,000
RC124	Morgan's Children's Park Playground Structure	100,000
RC125	Buck Destin Restrooms	200,000
RC127	Pickleball Court	400,000

RC128	Morgan's Bathrooms/Storage/Fieldhouse	345,000
RC216	Clement Taylor Park Renovations	764,918
RR571	Library	224,000
RR572	Parks and Recreation	508,718
RR573	Other Facilities (i.e. Museum)	39,500
XMAS	Holiday Decorations	50,000
	Subtotal	29,151,985
	GRAND TOTAL	**52,772,927**

		5-Year Capital Budget Amount
Council Objectives		
1.1	Offer livable wages & benefits to attract and maintain high caliber, quality staff	$ 500,000
1.2	Complete two-lane Crosstown Connector	6,877,809
1.3	Public Beachfront acquisition initiative	26,357,849
1.4	Underground Utilities	31,690,000
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)	-
1.7	Annexation of unincorporated enclaves	10,000
1.8	Transit/Trolley system	-
1.9	City Marina (phase 1 Feasibility Study)	75,000
1.10	Improve parking	500,000
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	6,054,582
3.3	Monitor RESTORE Act grants	-
3.4	Implement enhanced signage control	-
3.5	Develop/implement wayfinding program	250,000
3.6	Update golf cart/low speed vehicle rules	-
3.7	Implement a roadway striping program	5,246,167
3.8	Provide training to Board and Committee members	-
3.9	Improve sidewalks (wider, more walkable)	-
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	110,000
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)	-

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		-
4.15	Design and construct Gulf Power Easement Trail/Linear Park		1,590,000
4.16	Design and construct pickleball courts		400,000
	TOTAL	$	80,426,325

TOTAL FY2023-2027 CAPITAL BUDGET	$	82,903,458
% FOR STRATEGIC PLAN		97%

CAPITAL IMPROVEMENT PROJECT REQUEST

EN615

Citizen/Council Directed Projects: Cross-Town Connector

Project Manager: Community Development Director

Council Objective: Complete Two-Lane Crosstown Connector

Purpose and Justification: Since 2004, the City has worked on an alternative to Highway 98 for citizens to access City amenities within Destin. Atkins North America has been re-engaged to update the project design and engineering to a two-lane section with multi-use trails. Revised design and engineering is anticipated to be completed in FY2024 after acquisition of right-of-way. The Florida Department of Transportation (FDOT) has budgeted financial support for right-of-way purchases. The City anticipates support from Okaloosa County for construction. As awards are obligated, the funding is captured in our 5-year capital budget.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	7,878,966				0
TOTAL	$ 7,878,966	$ -	$ -	$ -	$ -

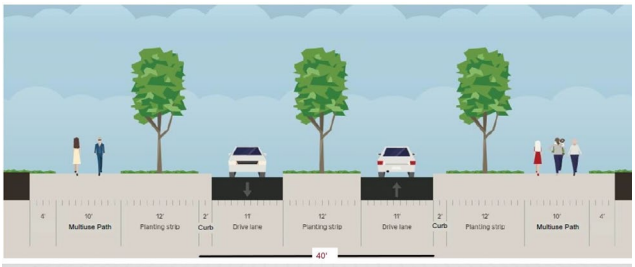
Status:
Comprehenisve Plan Policy: 2-1.1.2, 2-1.1.12, et al.
Is this a Multi-Year Project: Yes. Budget review annually.
If yes, what was/is the Project's initiation Date: 2004

Operations & Maintenance (O & M) impact(s): This road extension will need to be restriped approximately every 7 years ($3000) and will need to be resurfaced approximately every 15 years ($200,000)**.** Median maintenance (mowing, edging, other landscape maintenance, street lighting, pavement marking maintenance, etc.) will be several thousand dollars per year post-construction.

Impact on Level of Service: Increased level of service with improved vehicle, bicycle and pedestrian access to west Destin.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	$150,000
565005 Construction Management	$277,000
565006 Inspection	$277,000
561000 Land Acquisition	$2,465,966
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$4,709,000
Other(s) (please list)	
TOTAL	$7,878,966

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	$1,000
RR Fund	$13,762
Debt Service	
TOTAL	$14,762
# of Additional FTEs	-



Funding Source(s)	
30554100 BOCC Grant	$3,300,000
30554133 FDOT TRIP Grant	$2,338,966
31554031 Gas Tax #2	$500,000
31554032 Multi-Modal Fees	$140,000
31554132 Road Impact Fees	$1,600,000

CAPITAL IMPROVEMENT PROJECT REQUEST

CM001

Citizen/Council Directed Projects: Beach Acquisition

Project Manager: City Manager

Council Objective: Strategic Objective #1

Purpose and Justification: Acquisition of beachfront properties to improve access for citizens is the #1 council objective in the FY20-25 Strategic plan. The initial outlay of general fund and okaloosa 1/2 penny local discretionary surtax will be replaced with a debt instrument to match the timing of cash flows in from the primary funding source (Okaloosa 1/2 penny) which are scheduled to be collected over the 10-year period ending December 31, 2028.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	26,357,849				
TOTAL	$ 26,357,849	$ -	$ -	$ -	$ -

Status:
Comprehenisve Plan Policy:
Is this a Multi-Year Project: Yes - annual budget review
If yes, what was/is the Project's initiation Date:

Operations & Maintenance (O & M) impact(s): There are existing parking spaces and beach walkways near the three parcels scheduled for purchase in FY2021. Increases to O&M will be calculated if the City chooses to expand the existing facilities.

Impact on Level of Service: To increase beach accessible to our citizens

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$250,392
565006 Inspection	$250,392
561000 Land Acquisition	$21,350,000
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$4,507,064
Other(s) (please list)	
TOTAL	$26,357,849

Annual Operating Costs	
Personnel	$69,888
Contractual	$6,000
Operating Expenses	$2,000
RR Fund	$3,000
Debt Service	
TOTAL	$80,888
# of Additional FTEs	1.50

Funding Source(s)	
1297231 Okaloosa Half Penny	$982,997
30557212 TDC 12.5%	$11,920,545
30557237 BOCC	$13,454,307

CAPITAL IMPROVEMENT PROJECT REQUEST

EVENT

Citizen/Council Directed Projects: Event Center

Project Manager: Deputy City Manager

Council Objective:
Research viability of Multi-use Convention / sports / Community Center. Funding in Council Contingency for FY 2023.
Purpose and Justification: Perform Phase I feasibility study.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs					
TOTAL	$ -	$ -	$ -	$ -	$ -

Status:
Comprehenisve Plan Policy:
Is this a Multi-Year Project: Yes. Budget review annually.
If yes, what was/is the Project's initiation Date: ???

Operations & Maintenance (O & M) impact(s): Explain future operating costs here

Impact on Level of Service: Describe here

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	
Other(s) (please list)	
TOTAL	$0

Annual Operating Costs	
Personnel	
Contractual	$0
Operating Expenses	
RR Fund	
Debt Service	
TOTAL	$0
# of Additional FTEs	tbd

Funding Source(s)	

CAPITAL IMPROVEMENT PROJECT REQUEST

UNDER

Citizen/Council Directed Projects: Undergrounding

Project Manager: Grants & Projects Director

Council Objective: Strategic Goals 2026 1. Financially sound City providing Service Excellence, 4. Enhanced quality of life and safety for families, 6. Effective, Efficient, and Aesthetically-Pleasing Infrastructure Management in Progress FY21-25: 1.4

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

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	11,815,000	5,775,000	5,400,000	8,375,000	325,000
TOTAL	$ 11,815,000	$ 5,775,000	$ 5,400,000	$ 8,375,000	$ 325,000

Status:
Comprehenisve Plan Policy:
Is this a Multi-Year Project: Yes. Budget to be reviewed and updated annually.
If yes, what was/is the Project's initiation Date:

Operations & Maintenance (O & M) impact(s): City revenue from electric franchise fees may increase to offset cost of debt for design, permitting, and construction. Upon completion, these improvements should lower the frequency of outages but may increase the cost of certain periodic repairs. O&M cost estimates will be prepared before construction begins.

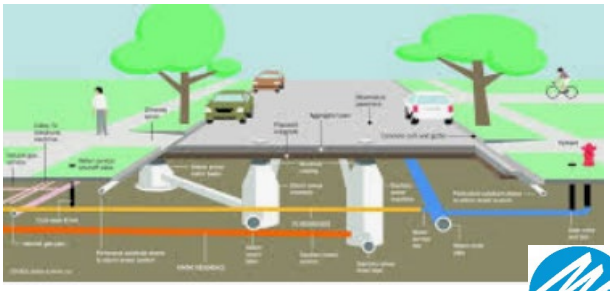
Impact on Level of Service: This project will increase current level of service.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$590,750
565006 Inspection	$590,750
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$10,633,500
Other(s) (please list)	
TOTAL	$11,815,000

Funding Source(s)	
10258500 TC CRA	$500,000
11058500 Harbor CRA	$6,000,000
12954100 Okaloosa Half Penny	$1,940,000
31553977 Electric Franchise (2%)	$3,375,000
TOTAL	$11,815,000

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	
Debt Service	
TOTAL	$0

# of Additional FTEs -



CAPITAL IMPROVEMENT PROJECT REQUEST

TR621

Citizen/Council Directed Projects: Transit Trolley

Project Manager: Deputy City Manager

Council Objective: 1.8 Transit/Trolley System

Purpose and Justification: During FY 2022, staff will look into options to coordinate a transit/trolley system as part of our efforts to address parking issues at the most popular beach access points.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs					
TOTAL	$ -	$ -	$ -	$ -	$ -

Status:

Comprehenisve Plan Policy:

Is this a Multi-Year Project: Yes. Budget review annually.

If yes, what was/is the Project's initiation Date: FY2022

Operations & Maintenance (O & M) impact(s):

Impact on Level of Service: Increased level of service

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	
Other(s) (please list)	
TOTAL	$0

Annual Operating Costs	
Personnel	
Contractual	tbd
Operating Expenses	
RR Fund	
Debt Service	
TOTAL	$0
# of Additional FTEs	tbd

Funding Source(s)	
30558500 General Fund	$0

CAPITAL IMPROVEMENT PROJECT REQUEST

Citizen/Council Directed Projects: MARINA

Project Manager: Grants & Project Manager

Council Objective: 1.9 City Marina

Purpose and Justification: Perform business analysis and feasibility study.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs		75,000			
TOTAL	$ -	$ 75,000	$ -	$ -	$ -

Status:

Comprehenisve Plan Policy:

Is this a Multi-Year Project: Yes. Budget review annually.

If yes, what was/is the Project's initiation Date:

Operations & Maintenance (O & M) impact(s):

Impact on Level of Service:

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	
Other(s) (please list)	
TOTAL	$0

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	
Debt Service	
TOTAL	$0
# of Additional FTEs	tbd

Funding Source(s)	
30558500 General Fund	$0

CAPITAL IMPROVEMENT PROJECT REQUEST

ANNEX

Citizen/Council Directed Projects: ANNEXATION

Project Manager: Community Development Director

Council Objective: 1.7 Annexation of unincorporated enclaves

Purpose and Justification: A formal annexation policy will help the City evaluate and analyze all requests for annexation, as well as consider City initiated annexation of properties in a standardized and predictable process. The policy and process will be in two parts: City Initiated Annexations and Property Owner Initiated Annexation.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	10,000				
TOTAL	$ 10,000	$ -	$ -	$ -	$ -

Status:
Comprehenisve Plan Policy:
Is this a Multi-Year Project: Yes. Budget review annually.
If yes, what was/is the Project's initiation Date: FY 2022

Operations & Maintenance (O & M) impact(s): Initial estimates suggest adding the maintenance of the roadways, sidewalks and medians of these enclaves would increase City operating expenses by approximately $100,000 per year, which would be offset by the ad valorem tax collections of $140,000 per year.

Impact on Level of Service: This would allow the City to increase frequency of median maintenance for a more uniform look.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	$10,000
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	
Other(s) (please list)	
TOTAL	$10,000

Annual Operating Costs	
Personnel	
Contractual	$30,000
Operating Expenses	$50,000
RR Fund	$20,000
Debt Service	
TOTAL	$100,000
# of Additional FTEs	tbd

Funding Source(s)	
30558500 General Fund	$10,000

CAPITAL IMPROVEMENT PROJECT REQUEST

RR051

Renewal & Replacement: General Government Facilities

Project Manager: Public Works & Facilities Director

Council Objective: Strategic Goals 2026: 1. Financially Sound City providing Service Excellence, Management in Progress FY21-25: 3.2 Plan for Renewal and Replacement of City Facilities and Infrastructure

Purpose and Justification: Facilities, infrastructure, technology and major equipment are the physical foundation for providing services to our constituents. A properly prepared capital improvement plan is essential to the future financial health of our organization and continued delivery of services to citizens and businesses. This project tracks and implements renewal and replacement of major components of government facilities that are not classified elsewhere. These capital assets include City Hall and the Maintenance Facility. The City should fund this account annually to fund periodic replacement of major components of these buildings such as the roof, HVAC, and other interior and exterior components.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	30,000	53,500	30,500	30,500	30,500
TOTAL	$ 30,000	$ 53,500	$ 30,500	$ 30,500	$ 30,500

Status:
Comprehensive Plan Policy: 9-1.1.1: Commit Necessary Resources for Capital Improvements
Is this a Multi-Year Project: Yes - permanent annual
If yes, what was/is the Project's initiation Date: FY20

Operations & Maintenance (O & M) impact(s): A proper maintenance schedule will maintain the life expectancy of these assets, but components will still need replacing or upgrading at their end of life.

Impact on Level of Service: To maintain current level of service

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$1,500
565006 Inspection	$1,500
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$27,000
Other(s) (please list)	
TOTAL	$30,000

Funding Source(s)	
30058585 RR General Fund	$30,000

CAPITAL IMPROVEMENT PROJECT REQUEST

RR052

Renewal & Replacement: Public Safety Facilities

Project Manager: Public Works & Facilities Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, Management in Progress FY21-25: 3.2 Plan for Renewal and Replacement of City Facilities and Infrastructure

Purpose and Justification: Facilities, infrastructure, technology and major equipment are the physical foundation for providing services to our constituents. A properly prepared capital improvment plan is essential to the future financial health of our organization and continued delivery of services to our citizens and businesses. This is the project account to track renewal and replacement of major components of government facilities related to public safety to include the City Hall Annex and the Emergency Operations Center, and the Sheriff's Sub Station. The City should fund this account annually to fund periodic replacement of major components of these buildings such as the roof, HVAC, and other interior and exterior components.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	286,000	184,044	128,044	239,500	239,500
TOTAL	$ 286,000	$ 184,044	$ 128,044	$ 239,500	$ 239,500

Status:
Comprehensive Plan Policy: 9-1.1.1: Commit Necessary Resources for Capital Improvements
Is this a Multi-Year Project: Yes - permanent annual
If yes, what was/is the Project's initiation Date: FY20

Operations & Maintenance (O & M) impact(s): A proper maintenance schedule will maintain the life expectancy of these assets, but components will still need replacing or upgrading at their end of life.

Impact on Level of Service: To maintain current level of service

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$14,300
565006 Inspection	$14,300
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$257,400
Other(s) (please list)	
TOTAL	$286,000

Funding Source(s)	
30058585 RR General Fund	$286,000

CAPITAL IMPROVEMENT PROJECT REQUEST

RR053

Renewal & Replacement: Physical Environment Facilities

Project Manager: Public Works & Facilities Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, 4. A Green and Sustainable Environment, Management in Progress FY21-25: 3.2 Plan for Renewal and Replacement of City Facilities and Infrastructure

Purpose and Justification: Facilities, infrastructure, technology and major equipment are the physical foundation for providing services to constituents. A properly prepared capital improvement plan is essential to the future financial health of our organization and continued delivery of services to our citizens and businesses. This is the project account to track renewal and replacement of major components of government facilities related to physical environment, which by common practice in most states, includes Cemetery and Stormwater facilities. The City should fund this account annually to fund periodic replacement of major components of these facilities, including replacement of major pumps, flap valves, sluice gates, cemetery sod, and storage buildings.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	150,000	26,307	1,117,307	100,307	26,307
TOTAL	$ 150,000	$ 26,307	$ 1,117,307	$ 100,307	$ 26,307

Status:
Comprehensive Plan Policy: 6-1.2.3: Protect Water Quality within Destin Harbor
Is this a Multi-Year Project: Yes - permanent annual
If yes, what was/is the Project's initiation Date: FY20

Operations & Maintenance (O & M) impact(s): A proper maintenance schedule will maintain the life expectancy of these assets, but components will still need replacing or upgrading at their end of life.

Impact on Level of Service: To maintain current level of service

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$7,500
565006 Inspection	$7,500
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$135,000
Other(s) (please list)	
TOTAL	$150,000

Funding Source(s)	
30058585 RR General Fund	$150,000

CAPITAL IMPROVEMENT PROJECT REQUEST

RR054

Renewal & Replacement: Transportation Facilities

Project Manager: Public Works & Facilities Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, Management in Progress FY21-25: 3.2 Plan for Renewal and Replacement of City Facilities and Infrastructure

Purpose and Justification: Facilities, infrastructure, technology and major equipment are the physical foundation for providing services to our constituents. A properly prepared capital improvement plan is essential to the future financial health of our organization and continued delivery of services to our citizens and businesses. This is the project account to track renewal and replacement of city's critical transportation infrastructure to include roads, sidewalks and streetlights. This is to include milling, resurfacing and restriping roads, replacing ADA sidewalk panels and damaged sidewalk as part of a planned program, and replacements of streetlights as per current plans (LED; design). This account is funded annually from a local option gas tax, and should be supplemented as required by the general fund.

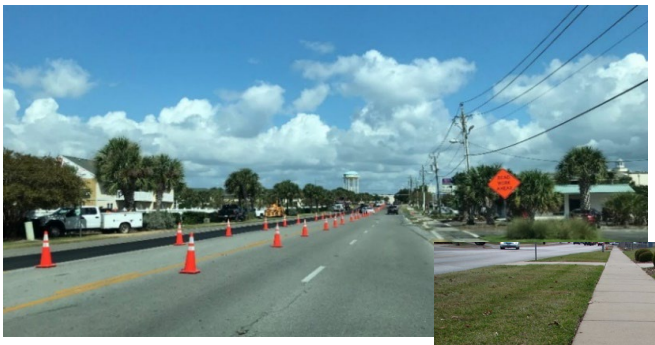
Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	1,147,000	1,031,667	1,011,667	1,011,667	1,044,167
TOTAL	$ 1,147,000	$ 1,031,667	$ 1,011,667	$ 1,011,667	$ 1,044,167

Status:
Comprehensive Plan Policy: 9-1.1.1: Commit necessary resources for Capital Improvements
Is this a Multi-Year Project: Yes - permanent annual
If yes, what was/is the Project's initiation Date: FY20

Operations & Maintenance (O & M) impact(s): A proper maintenance schedule will maintain the life expectancy of these assets, but components will still need replacing or upgrading at their end of life.

Impact on Level of Service: To maintain current level of service

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	$1,147,000
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	
Other(s) (please list)	
TOTAL	$1,147,000



Funding Source(s)	
12254500 Parking Fund	$96,000
30054131 Gas Tax#1	$509,000
30058585 RR General Fund	$542,000

CAPITAL IMPROVEMENT PROJECT REQUEST

RR0571

Renewal & Replacement: Park & Rec Facilities

Project Manager: Library Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, Management in Progress FY21-25: 3.2 Plan for Renewal and Replacement of City Facilities and Infrastructure

Purpose and Justification:

This is the project account to track renewal and replacement of major components of facilities related to the Library. In FY 20023 City will replace the irrigation system, the carpet, and will paint the interior. Windows need to be resealed and one of the HVAC units need to be replaced.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	224,000	90,833	50,833	50,833	50,833
TOTAL	$ 224,000	$ 90,833	$ 50,833	$ 50,833	$ 50,833

Status:

Comprehensive Plan Policy: 9-1.1.1: Commit necessary resources for Capital Improvements & Library 4-6.1.1: Provide Programs of Service
Is this a Multi-Year Project: Yes - permanent annual
If yes, what was/is the Project's initiation Date: FY20

Operations & Maintenance (O & M) impact(s): A proper maintenance schedule will maintain the life expectancy of these assets, but components will still need replacing or upgrading at their end of life.

Impact on Level of Service: To maintain current level of service

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$11,200
565006 Inspection	$11,200
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$201,600
Other(s) (please list)	
TOTAL	$224,000

Funding Source(s)	
30058585 RR General Fund	$224,000

CAPITAL IMPROVEMENT PROJECT REQUEST

RR0572

Renewal & Replacement: Park & Rec Facilities

Project Manager: Park & Recreation Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, Management in Progress FY21-25: 3.2 Plan for Renewal and Replacement of City Facilities and Infrastructure

Purpose and Justification: This is the project account to track renewal and replacement of major components of facilities related to parks and recreation to include the Harbor Walk, Community Center, Buck Destin Park, Morgan's Sports Complex, Destin Little League, Joes's Bayou, Mattie Kelly, June White Decker, Leonard Destin, Clement Taylor, and parking lots to access all of these facilities. In FY 2023, the City plans to replace the windows at the Community Centerand the Morgans Sports Center, resurface the Buck Destin baskeball court, stucco resurfacing at multiple facilities, and replace several HVAC units. The City also plans to renew the rubberized track at Destin Elementary and to replace some turf and fences at the Morgan's Sports Center.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	639,718	428,978	265,978	298,978	258,978
TOTAL	$ 639,718	$ 428,978	$ 265,978	$ 298,978	$ 258,978

Status:

Comprehensive Plan Policy: 9-1.1.1: Commit necessary resources for Capital Improvements & Library 4-6.1.1: Provide Programs of Service
Is this a Multi-Year Project: Yes - permanent annual
If yes, what was/is the Project's initiation Date: FY20

Operations & Maintenance (O & M) impact(s): A proper maintenance schedule will maintain the life expectancy of these assets, but components will still need replacing or upgrading at their end of life.

Impact on Level of Service: To maintain current level of service

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$31,986
565006 Inspection	$31,986
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$575,747
Other(s) (please list)	
TOTAL	$639,718

Funding Source(s)	
30058585 RR General Fund	$639,718

CAPITAL IMPROVEMENT PROJECT REQUEST

RR0573

Renewal & Replacement: Park & Rec Facilities

Project Manager: Public Works Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, Management in Progress FY21-25: 3.2 Plan for Renewal and Replacement of City Facilities and Infrastructure

Purpose and Justification:

This is the project account to track renewal and replacement of major components of the Destin Fishing Musem. In FY 2023 the City plans to replace soffit and some exterior siding and to renew portions of the sidewalk.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	39,500	24,701	9,701	9,701	9,701
TOTAL	$ 39,500	$ 24,701	$ 9,701	$ 9,701	$ 9,701

Status:

Comprehensive Plan Policy: 9-1.1.1: Commit necessary resources for Capital Improvements & Library 4-6.1.1: Provide Programs of Service
Is this a Multi-Year Project: Yes - permanent annual
If yes, what was/is the Project's initiation Date: FY20

Operations & Maintenance (O & M) impact(s): A proper maintenance schedule will maintain the life expectancy of these assets, but components will still need replacing or upgrading at their end of life.

Impact on Level of Service: To maintain current level of service

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$1,975
565006 Inspection	$1,975
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$35,550
Other(s) (please list)	
TOTAL	$39,500

Funding Source(s)	
30058585 RR General Fund	$39,500

CAPITAL IMPROVEMENT PROJECT REQUEST

RRVEH

Renewal & Replacement: General Government Vehicles

Project Manager: Public Works Director

Council Objective: Strategic Goal 2026: Financially sound City providing Service Excellence. Management in Progress FY21-25: 3.2 Plan for Renewal and Replacement of City Facilities and Infrastructure

Purpose and Justification: Vehicles and motorized equipment are critical components required to provide service to our citizens and visitors. A properly prepared capital improvement plan is essential to the future financial health of our organization as is the continued delivery of services to citizens and businesses. This is the project account to track renewal and replacement of the City's fleet as it ages, becomes obsolete, unsafe, or when cumulative repair costs become higher than the vehicle's value. Capital Items for FY23 include: Street Sweeper, trailers, mini-excavator, various landscaping maintenance equipment for Parks & Recreation and five trucks/SUVs.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	598,000				
TOTAL	$ 598,000	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: 9-1.1.1: Commit necessary resources for Capital Improvements
Is this a Multi-Year Project: Yes - permanent annual
If yes, what was/is the Project's initiation Date: NA

Operations & Maintenance (O & M) impact(s): A proper maintenance schedule will maintain the life expectancy of these assets, but components will still need replacing or upgrading at their end of their useful life.

Impact on Level of Service: To maintain current level of service

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures	$598,000
565000 Permitting & Construction	
Other(s) (please list)	
TOTAL	$598,000

Funding Source(s)	
30058585 RR General Fund	$598,000

CAPITAL IMPROVEMENT PROJECT REQUEST

CE002

Renewal & Replacement: Code Compliance Vessel

Project Manager: Code Compliance Director

Council Objective: Strategic Goals 2026: Financially sound City providing Service Excellence,

Purpose and Justification:

Growth necessitated equipment for the Code Compliance department.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	10,000				
TOTAL	$ 10,000	$ -	$ -	$ -	$ -

Status:

Comprehensive Plan Policy: 9-1.1.1: Commit necessary resources for Capital Improvements

Is this a Multi-Year Project: No

If yes, what was/is the Project's initiation Date: NA

Operations & Maintenance (O & M) impact(s): A proper maintenance schedule will maintain the life expectancy of these assets, but components will still need replacing or upgrading at their end of life.

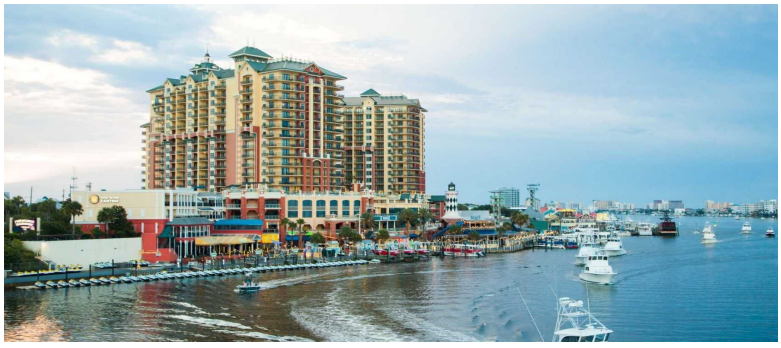
Impact on Level of Service: To maintain current level of service

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures	$10,000
565000 Permitting & Construction	
Other(s) (please list)	
TOTAL	$10,000

Annual Operating Costs	
Personnel	
Contractual	$0
Operating Expenses	$1,500
RR Fund	$4,100
Debt Service	
TOTAL	$5,600

# of Additional FTEs

Funding Source(s)	
3155200 Police Impact Fees	$10,000



CAPITAL IMPROVEMENT PROJECT REQUEST

CRH63

Other Capital Projects: Captain Royal Melivn Park

Project Manager: Grants Manager

Management in Progress: FY 21-25

Purpose and Justification: This project has been funded primarily from a RESTORE grant, which is Deep Horizon oil spill settlemenet funds paid to the US Treasury. Okaloosa County is the grant recipient who is managing a subgrant to the City of Destin. Construction began in January 2021. The funding for FY 2023 is matching grant funds provided by the TDC to complete landscaping and last touches to the park to open by November 2022.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	100,000				
TOTAL	$ 100,000	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy:
Is this a Multi-Year Project: Yes
If yes, what was/is the Project's initiation Date: November 2020

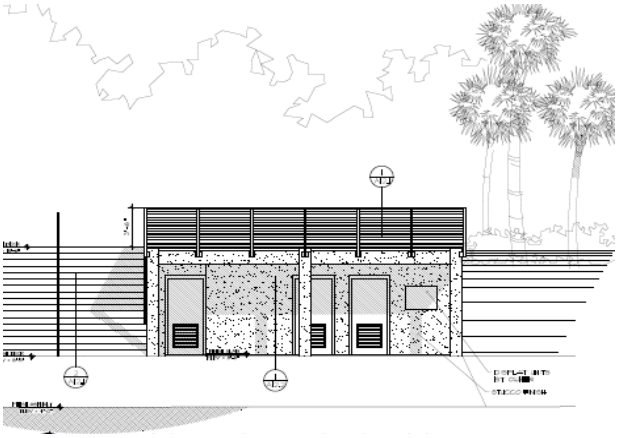
Operations & Maintenance (O & M) impact(s): Increased operations and maintenance costs are estimated at $6000/month to include janitorial services, water and electric utilities, and up to 20 hours/month of landscape maintenance. An additional $26,700/year should be added to RR572 for renewal and replacement of these facilities and landscaping.

Impact on Level of Service: Increases access to parks for citizens and tourists in the Harbor CRA area.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$100,000
Other(s) (please list)	
TOTAL	$100,000

Annual Operating Costs	
Personnel	$8,387
Contractual	$6,000
Operating Expenses	$2,000
RR Fund	$26,700
Debt Service	
TOTAL	$43,087
# of Additional FTEs	0.12

Funding Source(s)	
30557212 TDC 12.5%	$100,000



CAPITAL IMPROVEMENT PROJECT REQUEST

CRH64

Other Capital Projects: Wayfinding Plan

Project Manager: Community Development Director

Management In Prgress: FY 21-25

Purpose and Justification: The City is in the process of implementing a wayfinding program as an element of the overall branding strategy for the City. The FY2023 capital project budget includes initial funding for wayfinding signage to be purchased and installed in the Harbor CRA area. Additional funding for other parts of the City will be determined during FY2023.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs		150,000			
TOTAL	$ -	$ 150,000	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: MMTD
Is this a Multi-Year Project: Yes
If yes, what was/is the Project's initiation Date: November 2020

Operations & Maintenance (O & M) impact(s): Additional costs to replace stolen/damaged signs will be added to RR054 and are initially estimated at $5000 per year.

Impact on Level of Service: Improves visitor knowledge of local amenities and local businesses. Also improves quality of life and promote community pride.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	
Other(s) (please list)	
TOTAL	$0

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	$5,000
Debt Service	
TOTAL	$5,000

# of Additional FTEs -

Funding Source(s)	

CAPITAL IMPROVEMENT PROJECT REQUEST

LB002

Growth/Comp Plan Projects: Library Impact Fee Projects

Project Manager: Library Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, 4. Enhanced quality of life and safety for families

Purpose and Justification: A variety of growth-necessitated upgrade projects to expand/improve park and recreation services to the community. The FY2023 project list includes the replacement of sound panels in the study rooms and ADA front door modifications.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	140,000	235,000			
TOTAL	$ 140,000	$ 235,000	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: 4-6.1.3
Is this a Multi-Year Project: Yes. To be reviewed and budgeted annually.
If yes, what was/is the Project's initiation Date:

Operations & Maintenance (O & M) impact(s): No significant additional maintenance costs are anticipated above and beyond current budget.

Impact on Level of Service: Increase useability and accessibility of library services to our growing population.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$7,000
565006 Inspection	$7,000
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$126,000
Other(s) (please list)	
TOTAL	$140,000

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	
Debt Service	
TOTAL	$0

# of Additional FTEs

Funding Source(s)	
31557132 Library Impact Fees	$140,000

CAPITAL IMPROVEMENT PROJECT REQUEST

TR619

Growth/Comp Plan Projects: Sibert-Zerbe Parking Lot Consolidation

Project Manager: Public Works Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, Council Objectives: 1.10 Improve parking, explore options (i.e., garage, surface, etc.)

Purpose and Justification: Funding for this project will be used to consolidate three parking areas on Sibert Avenue north of the Zerbe Street intersection. Improvements will include lot consolidation, additional lighting, additional signage, etc.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	150,000				
TOTAL	$ 150,000	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: 7-1.1.4
Is this a Multi-Year Project: No
If yes, what was/is the Project's initiation Date: FY23

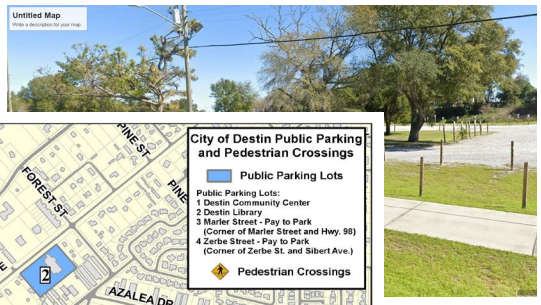
Operations & Maintenance (O & M) impact(s): No significant additional maintenance costs are anticipated above and beyond current budget. Funding for long-term maintenance will be generated by parking fees. Parking fees of $5/24 hours could increase General Fund revenues up to $5000 per year.

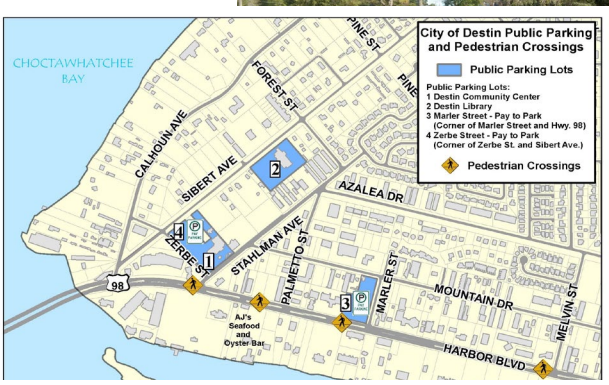
Impact on Level of Service: To increase affordable public parking near Community Center and Harbor Walk and to provide for additional lighting and other infrastructure.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$7,500
565006 Inspection	$7,500
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$135,000
Other(s) (please list)	
TOTAL	$150,000

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	$1,000
RR Fund	$3,000
Debt Service	
TOTAL	$4,000

# of Additional FTEs





Funding Source(s)	
12254500 Parking Fund	$150,000

CAPITAL IMPROVEMENT PROJECT REQUEST

TR622

Growth/Comp Plan Projects: General Parking Improvements

Project Manager: Public Works Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, 3. Improve mobility and connectivity, 6. Effective, efficient, and aesthetically pleasing infrastructure

Purpose and Justification: Parking improvements will be funded from the parking fund. Types of maintenance activities include repaving, restriping, and potentially other projects to reduce parking issues throughout the City.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	250,000	100,000			
TOTAL	$ 250,000	$ 100,000	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: Multi Modal Strategy
Is this a Multi-Year Project: Yes
If yes, what was/is the Project's initiation Date: FY20

Operations & Maintenance (O & M) impact(s): No significant additional maintenance costs are anticipated above and beyond current budget.

Impact on Level of Service: Increases and improves accessibility to city-wide walkways, sidewalks, trails and other access areas to all visitors and residents.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$12,500
565006 Inspection	$12,500
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$225,000
Other(s) (please list)	
TOTAL	$250,000

Annual Operating Costs	
Personnel	$0
Contractual	$0
Operating Expenses	$3,000
RR Fund	$12,000
Debt Service	
TOTAL	$15,000

# of Additional FTEs

Funding Source(s)	
12254500 Parking Fund	$250,000

CAPITAL IMPROVEMENT PROJECT REQUEST

ARP

Other Capital Projects: American Rescue Plan Infrastructure Improvements

Project Manager: Public Works/Stormwater Director

Council Objective: Improve the quality of life and safety for families.

Purpose and Justification: The American Rescue Plan Act has allocated $790,000 to the City of Destin for two years. All funds must be encumbered by December 2024. Staff is researching potential projects and will bring top projects to Council for review and choice. Top project choices address Stormwater Infrastructure.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	1,135,133				
TOTAL	$ 1,135,133	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: 6-1.2.1, 4-4.1.1, 4-4.2.3
Is this a Multi-Year Project: Yes
If yes, what was/is the Project's initiation Date: FY23

Operations & Maintenance (O & M) impact(s): Projects completed as part of this initiative will require regular cleaning to support optimal functionality.

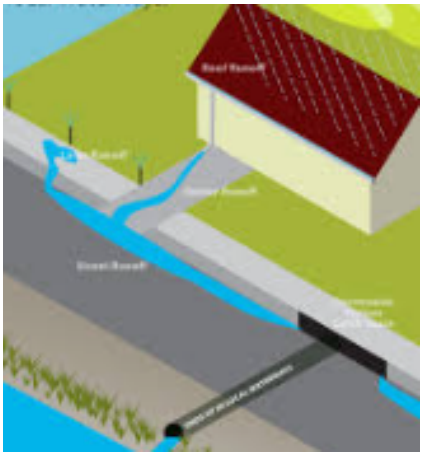
Impact on Level of Service: Renewal and Replacement of existing corrugated metal piping, installation of new and restoration of existing roadside stormwater swales. Other projects may include property or ROW acquisition for new drainage features in areas that experience flooding.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$56,757
565006 Inspection	$56,757
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$1,021,620
Other(s) (please list)	
TOTAL	$1,135,133

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	
Debt Service	
TOTAL	$0

# of Additional FTEs -

Funding Source(s)	
30555900 ARPA	$1,135,133



CAPITAL IMPROVEMENT PROJECT REQUEST

CRT17

Other Capital Projects: Town Center CRA Easement trail/park Main to Mattie Kelly

Project Manager: Community Development Director

Council Objective: Improve mobility and connectivity

Purpose and Justification: Develop a trail/park in the Power Liner Easement to connect Main Street to Mattie Kelly Blvd to Airport Road to promote the multi-modal goal of convenient access to Main Street shops and amenities without need to drive. Also to serve as a recreational pathway. Funding in FY2023 is for design and Right-of-Way/Easement Acquisition. FY25 funding is for construction. This timing also allows for more discretionary funds to build within the Town Center CRA from the existing Tax Incremental Financing (TIF) agreement.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	540,000	50,000	1,000,000		
TOTAL	$ 540,000	$ 50,000	$ 1,000,000	$ -	$ -

Status:
Comprehensive Plan Policy: 1-1.1.2c
Is this a Multi-Year Project: Yes
If yes, what was/is the Project's initiation Date: December 2020/January 2021

Operations & Maintenance (O & M) impact(s): Additional costs to maintain landscape, trail, and benches is estimated to be 100 labor hours per year ($3500/year). Approximately $2500/year should be added to RR054 to periodically replace the trail surface, and to $1750/ year to RR057 to replace major landscape/park components as they age.

Impact on Level of Service: Improves non-vehicular access for citizens and visitors to local businesses and increases citizen and visitor access to park and other service areas.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	$200,000
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	$340,000
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	
Other(s) (please list)	
TOTAL	$540,000

Annual Operating Costs	
Personnel	TBD
Contractual	upon
Operating Expenses	design
RR Fund	completion
Debt Service	
TOTAL	$0

# of Additional FTEs

Funding Source(s)	
10258500 Town Center CRA	$270,000
30554200 State Appropriation (Grant)	$270,000

CAPITAL IMPROVEMENT PROJECT REQUEST

CRT64

Other Capital Projects: Wayfinding Plan

Project Manager: Community Development Director

Management in Progress: FY 21-25

Purpose and Justification: The City is in the process of implementing a wayfinding program as an element of the overall branding strategy for the City. The FY2023 capital project budget includes initial funding for wayfinding signage to be purchased and installed in the Town Center CRA area. Additional funding for other parts of the City will be determined during FY2023.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	100,000				
TOTAL	$ 100,000	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: MMTD
Is this a Multi-Year Project: Yes
If yes, what was/is the Project's initiation Date: November 2020

Operations & Maintenance (O & M) impact(s): Additional costs to replace stolen/damaged signs will be added to RR054 and are initially estimated at $2500 per year.

Impact on Level of Service: Improves visitor knowledge of local amenities and local businesses. Also improves quality of life and promote community pride.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$100,000
Other(s) (please list)	
TOTAL	$100,000

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	$2,500
Debt Service	
TOTAL	$2,500

# of Additional FTEs -

Funding Source(s)	
10258500 Town Center CRA	$100,000

CAPITAL IMPROVEMENT PROJECT REQUEST

HURRIC

Growth/Comp Plan Projects: General Parking Improvements

Project Manager: Public Works/Emergency Mgmt Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, 3. Improve mobility and connectivity, 6. Effective, efficient, and aesthetically pleasing infrastructure

Purpose and Justification: In event of a hurricane, these funds will be allocated to prior-approved continuing services contractors to complete expedient debris removal and critical repairs to ensure safety of our citizens and to facilitate mobility immedately after a natural event. These expenditures are often reimbursed by FEMA.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	100,000				
TOTAL	$ 100,000	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: Multi Modal Strategy
Is this a Multi-Year Project: Yes
If yes, what was/is the Project's initiation Date:

Operations & Maintenance (O & M) impact(s):

Impact on Level of Service: Increases and improves accessibility to city-wide walkways, sidewalks, trails and other access areas to all visitors and residents.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$5,000
565006 Inspection	$5,000
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$90,000
Other(s) (please list)	
TOTAL	$100,000

Annual Operating Costs	
Personnel	$0
Contractual	$0
Operating Expenses	$3,000
RR Fund	$12,000
Debt Service	
TOTAL	$15,000

# of Additional FTEs

Funding Source(s)	
30558500 General Fund	$100,000

CAPITAL IMPROVEMENT PROJECT REQUEST

TR64

Other Capital Projects: Wayfinding Plan

Project Manager: Community Development Director

Management in Progress: FY 21-25

Purpose and Justification: The City is in the process of implementing a wayfinding program as an element of the overall branding strategy for the City. The FY2022 capital project budget includes initial funding for wayfinding signage to be purchased and installed primarily on US 98. Additional funding for other parts of the City will be determined during FY2023.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs					
TOTAL	$ -	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: MMTD
Is this a Multi-Year Project: Yes
If yes, what was/is the Project's initiation Date: November 2020

Operations & Maintenance (O & M) impact(s): Additional costs to replace stolen/damaged signs will be added to RR054 and are initially estimated at $2500 per year.

Impact on Level of Service: Improves visitor knowledge of local amenities and local businesses. Also improves quality of life and promote community pride.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$0
565006 Inspection	$0
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$0
Other(s) (please list)	
TOTAL	$0

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	$2,500
Debt Service	
TOTAL	$2,500

# of Additional FTEs -

Funding Source(s)	

CAPITAL IMPROVEMENT PROJECT REQUEST

IT002

Other Capital Projects: Hardware/Software Replacements

Project Manager: IT Director

Council Objective: Assists with 1B, 4C, and Additional IT goals for Service Excellence

Purpose and Justification: Updating the city servers and making repairs to critical network infrastructure is paramount to remaining up to date with standards and practices as well as continuing to ensure that future software and hardware projects assist in the improvement of city services. The goal is to remain at the cutting edge of technology so the city will remain operable as it pertains to information technology needs across all departments and citizen services. This project will use 70% CD Tech funds which are specifically intended to support the Community Development, Building, and Code Compliance departments, and 30% General Funds.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	150,000				
TOTAL	$ 150,000	$ -	$ -	$ -	$ -

Status: Exploratory Phase
Comprehensive Plan Policy:
Is this a Multi-Year Project: No
If yes, what was/is the Project's initiation Date:

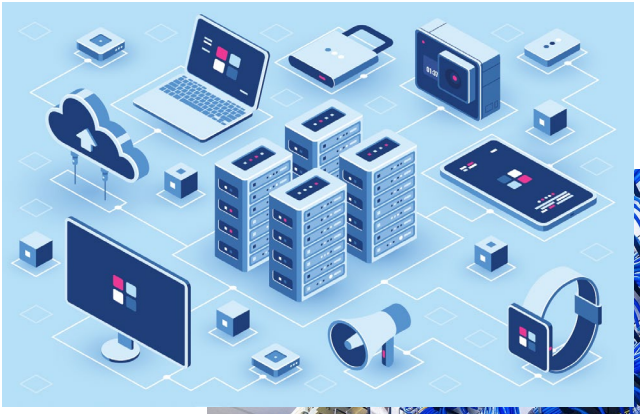
Operations & Maintenance (O & M) impact(s): Replacing certain components of the city's critical network infrastructure and servers should reduce the number of labor hours lost to down-time and should also reduce annual repair costs.

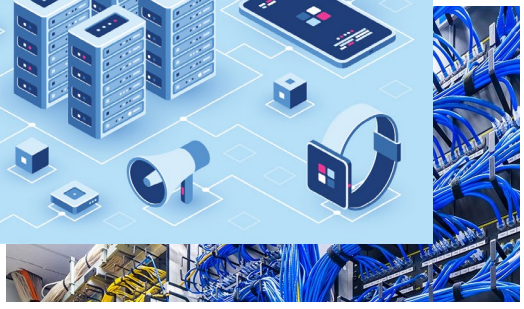
Impact on Level of Service: Improves productivity during operational hours

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures	$150,000
565000 Permitting & Construction	
Other(s) (please list)	
TOTAL	$150,000

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	
Debt Service	
TOTAL	$0
# of Additional FTEs	1.50

Funding Source(s)	
12252400 Technology Fund	$105,000
30558500 General Fund	$45,000





CAPITAL IMPROVEMENT PROJECT REQUEST

IT003

Other Capital Projects: Other Hardware/Software Replacements

Project Manager: IT Director

Council Objective: Assists with Goals 1 and 4

Purpose and Justification: This project uses general fund monies to update software and related hardware for departments that are not supported by the CD Tech Fund. The city will benefit greatly from the incorporation of additional modules within the agenda system (CivicClerk) to assist the Clerk's office and the Facilities Maintenance department needs an improved asset management software to schedule maintenance while also maintaining records of locations, conditions, and last maintenance or repair of each the city's assets, facilities, and equipment.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	65,000	85,000			
TOTAL	$ 65,000	$ 85,000	$ -	$ -	$ -

Status: Discovery Phase
Comprehensive Plan Policy:
Is this a Multi-Year Project: No
If yes, what was/is the Project's initiation Date:

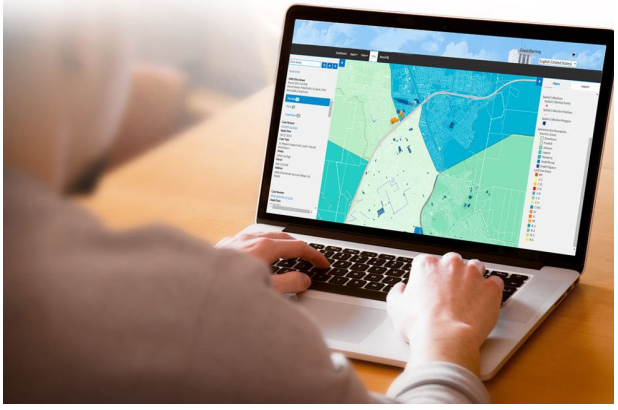
Operations & Maintenance (O & M) impact(s): Upgrading the software may increase software maintenance costs, but it should also improve productivity of staff and better availability for online citizen services.

Impact on Level of Service: Improves efficiency of operations and may increase number of hours facilities are accessible to citizens

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	$65,000
565000 Permitting & Construction	
Other(s) (please list)	
TOTAL	$65,000

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	
Debt Service	
TOTAL	$0
# of Additional FTEs	1.50

Funding Source(s)	
30558500 General Fund	$65,000



CAPITAL IMPROVEMENT PROJECT REQUEST

PW015

Other Capital Projects: Vehicle Wash Station

Project Manager: Public Works Director

Council Objective:

Purpose and Justification: Not funded for FY23

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs					
TOTAL	$ -	$ -	$ -	$ -	$ -

Status:

Comprehensive Plan Policy:

Is this a Multi-Year Project:

If yes, what was/is the Project's initiation Date:

Operations & Maintenance (O & M) impact(s):

Impact on Level of Service:

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$0
565006 Inspection	$0
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$0
Other(s) (please list)	
TOTAL	$0

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	$1,500
RR Fund	$1,500
Debt Service	
TOTAL	$3,000
# of Additional FTEs	-

Funding Source(s)	

CAPITAL IMPROVEMENT PROJECT REQUEST

RC101

Other Capital Projects: Harbor Boardwalk Improvements

Project Manager: Park & Recreation Director

Council Objective: Strategic Focus 2026: 4. High Quality of Life and Safety for Residents.

Purpose and Justification: Replace aged boardwalk boards and hardware in Harbor District with more durable Weardeck.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	22,000				
TOTAL	$ 22,000	$ -	$ -	$ -	$ -

Status:

Comprehensive Plan Policy: 7-1.1.2: Maintain level of service standards for parks and recreation facilities

Is this a Multi-Year Project: No

If yes, what was/is the Project's initiation Date: NA

Operations & Maintenance (O & M) impact(s): No additional cost to parks and recreation maintenance budget

Impact on Level of Service: Maintain current playground

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$1,100
565006 Inspection	$1,100
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$19,800
Other(s) (please list)	
TOTAL	$22,000

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	$500
Debt Service	
TOTAL	$500

# of Additional FTEs -

Funding Source(s)	
30557212 TDC 12.5%	$22,000

CAPITAL IMPROVEMENT PROJECT REQUEST

RC124

Other Capital Projects: Morgan's Children's Park Playground Structure

Project Manager: Park & Recreation Director

Council Objective: Strategic Focus 2026: 4. High Quality of Life and Safety for Residents.
Purpose and Justification: To add a playground module for the 2-5 year age group.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	100,000				
TOTAL	$ 100,000	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: 7-1.1.2: Maintain level of service standards for parks and recreation facilities
Is this a Multi-Year Project: No
If yes, what was/is the Project's initiation Date: NA

Operations & Maintenance (O & M) impact(s): No additional cost to parks and recreation maintenance budget

Impact on Level of Service: Maintain current playground

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$5,000
565006 Inspection	$5,000
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$90,000
Other(s) (please list)	
TOTAL	$100,000

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	$500
Debt Service	
TOTAL	$500

# of Additional FTEs -

Funding Source(s)	
31557232 Park Impact Fees	$77,000
31557236 Morgan Family Donation	$23,000

CAPITAL IMPROVEMENT PROJECT REQUEST

RC127

Other Capital Projects: Pickleball Courts

Project Manager: Parks & Recreation Director

Council Objective: Strategic Goals 2026: Financially sound City providing Service Excellence, 4. Enhanced quality of life and safety for families
Purpose and Justification: Pickleball is a healthy activity appreciated by much of Destin's winter population. This project is to construct a pickleball facility as requested by multiple citizens.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	400,000				
TOTAL	$ 400,000	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: 7-1.6.4: Identify Future Recreation Facilities in Capital Improvements Element
Is this a Multi-Year Project: No
If yes, what was/is the Project's initiation Date: NA

Operations & Maintenance (O & M) impact(s):
The City is analyzing land near City Hall/City Facilities/Morgans Sports fields to establish outdoor pickleball courts due to popular demand.

Impact on Level of Service: Increased level of service to pickleball players

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$20,000
565006 Inspection	$20,000
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$360,000
Other(s) (please list)	
TOTAL	$400,000

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	$3,000
Debt Service	
TOTAL	$3,000
# of Additional FTEs	0.50

Funding Source(s)	
30558500 General Fund	$400,000

CAPITAL IMPROVEMENT PROJECT REQUEST

RC128

Other Capital Projects: Morgans Bathrooms/Storage/Fieldhouse

Project Manager: Park & Recreation Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, 4. Enhanced quality of life and safety for families
Purpose and Justification: The city currently rents handwashing stations and portapotties for all tournaments at Morgan's sports complex. The current Restrooms are not able to handle the numbers that our Tournaments bring in.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	345,000				
TOTAL	$ 345,000	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: 7-1.1.2: Maintain Level of Service Standards for Parks and Recreation Facilities
Is this a Multi-Year Project: No
If yes, what was/is the Project's initiation Date: NA

Operations & Maintenance (O & M) impact(s): Park Facilities RR057 should increase approximately $3000 to provide for ongoing maintenance of this facility.

Impact on Level of Service: Increased level of service for tournaments and field users

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$17,250
565006 Inspection	$17,250
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$310,500
Other(s) (please list)	
TOTAL	$345,000

Annual Operating Costs	
Personnel	
Contractual	$1,200
Operating Expenses	$1,800
RR Fund	
Debt Service	
TOTAL	$3,000
# of Additional FTEs	-

Funding Source(s)	
31557232 Park Impact Fees	$345,000

CAPITAL IMPROVEMENT PROJECT REQUEST

RC216

Other Capital Projects: Clement Taylor Park Renovations

Project Manager: Parks & Recreation Director

Council Objective: Strategic Goals 2026: 1. Financially sound City providing Service Excellence, 4. Enhanced quality of life and safety for families, Management in Progress FY21-25: 3.3 Monitor RESTORE grants, Major Projects FY21-25: 4.11 Renovate Clement Taylor Park

Purpose and Justification: This project is funded by a RESTORE grant, which is Deep Horizon oil spill settlement funds paid to the US Treasury. Okaloosa County manages this grant for the City of Destin to update and improve the existing Clement Taylor Park. The City will release a request for proposals (RFP) for construction when the award is obligated, expected in FY22.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	764,918				
TOTAL	$ 764,918	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: 7-1.6.5 Use grant programs and technical assistance.
Is this a Multi-Year Project: No
If yes, what was/is the Project's initiation Date: NA

Operations & Maintenance (O & M) impact(s): These grant-funded upgrades are not expected to change the current operations and maintenance costs for this park.

Impact on Level of Service: Improve park facilities

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	$38,246
565006 Inspection	$38,246
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$688,426
Other(s) (please list)	
TOTAL	$764,918

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	
RR Fund	
Debt Service	
TOTAL	$0

# of Additional FTEs -

Funding Source(s)	
30557233 RESTORE Grant via BOCC	$729,918
30558500 General Fund (Match Required)	$35,000

CAPITAL IMPROVEMENT PROJECT REQUEST

TRSAF

Other Capital Projects: Traffic Safety Improvements

Project Manager: Public Works Director

Council Objective: Enhanced quality of life and safety for families.

Purpose and Justification: Based on input from available data, law enforcement, emergency response, community, or council , these resources are needed to study areas of concern and implement solutions to improve safety.

Capital Expenditure Overview					
	FY23	FY24	FY25	FY26	FY27
Estimated Project Costs	100,000				
TOTAL	$ 100,000	$ -	$ -	$ -	$ -

Status:
Comprehensive Plan Policy: 2-1.3.11
Is this a Multi-Year Project: Yes
If yes, what was/is the Project's initiation Date: FY22

Operations & Maintenance (O & M) impact(s): O&M requirements will be dependent on the items the Committee brings forward. Items like pavement markings will require little to no mainteance while pedestrian beacon systems and other electronics may require regular maintenance and technical support.

Impact on Level of Service: Improved driver, bicyclist, and pedestrian safety.

Current Year Total Funding Requirement:	
531000 Professional Svc Project Mgmt/Architects/Engineers	
565005 Construction Management	
565006 Inspection	
561000 Land Acquisition	
563000 Infrastructure (Street/Sidewalk)	
564000 Machinery/Equipment/Fixtures (Signs)	
565000 Permitting & Construction	$100,000
Other(s) (please list)	
TOTAL	$100,000

Annual Operating Costs	
Personnel	
Contractual	
Operating Expenses	$100,000
RR Fund	
Debt Service	
TOTAL	$100,000

# of Additional FTEs -

Funding Source(s)	
12954100 Okaloosa Half Penny	$100,000

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	**LOCATION**	**FUNDED** **PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPE**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
5	51 General	Annexation Study	ANNEX	30558500	GENERAL FUND	CIP	10,000					10,000.00	Annexation study for unincorporated enclaves
6	53 General Stormwater	Stormwater	ARP	30555900	AMERICAN RESC	CIP	1,135,133					1,135,133.00	Stormwater projects
7	52 Code Enforcement	PA Systems for Fleet	CE002	31552000	POLICE IMPACT I	CIP	10,000	-				10,000.00	Need PA systems for the harbor vessel, vehicles, bicycles.
8	57 Parks & Rec	Beach Acquisition 41% OKA HALF	CM001	12957231	OKA 1/2 BEACH A	CIP	982,997					982,997.00	*Remove if Crystal Beach Parcel 3 purchased before 09/30/22*
9	57 Parks & Rec	Beach Acquisition	CM001	30557212	TDC 12.5% (inclu	CIP	1,673,822					1,673,822.00	Remove if purchased before 09/30/22 Beach #1 land: $404,920 (funded) + $1,268,902 (afa)
10	57 Parks & Rec	Beach Acquisition	CM001	30557212	TDC 12.5% (inclu	CIP	1,871,723					1,871,723.00	Beach #1 develop: $509,736 (funded) + $356,098 (afa)
11	57 Parks & Rec	Beach Acquisition	CM001	30557212	TDC 12.5% (inclu	CIP	8,375,000					8,375,000.00	Beach#2 as per 50/50 agreement (destin portion borrowed from tdc) plus 50% of development est at $1.5m
12	57 Parks & Rec	Beach Acquisition	CM001	30557237	BOCC (TDC) BEA	CIP	3,835,000					3,835,000.00	*Remove if purchased before 09/30/22 Beach#1 land: $3,835,000*
13	57 Parks & Rec	Beach Acquisition	CM001	30557237	BOCC (TDC) BEA	CIP	1,244,307					1,244,307.00	Beach #1 develop: $1,245,956
14	57 Parks & Rec	Beach Acquisition	CM001	30557237	BOCC (TDC) BEA	CIP	8,375,000			-	-	8,375,000.00	Beach#2 as per 50/50 agreement plus 50% of development est $1.5m
15	55 Econ Dev/CRA	Captain Royal Melvin Heritage Park and Plaza Restoration	CRH63	30557233	RESTORE PARK G	CIP						-	$1,216,530 grant fully encumbered in FY2021; Anticipate $556,530 grant balance to be expended in FY2022
16	55 Econ Dev/CRA	Captain Royal Melvin Heritage Park and Plaza Restoration	CRH63	30558500	GENERAL FUND	CIP						-	FY2022 - estimated for contingent items to complete project (add'l inspections, irrigation) 50/50 Park Impact and GF
17	55 Econ Dev/CRA	Captain Royal Melvin	CRH63	30557212	TDC 12.5% (inclu	CIP	100,000					100,000.00	complete and open the park
18	55 Econ Dev/CRA	Captain Royal Melvin	CRH63	31557232	PARK IMPACT FE	CIP						-	FY2022 - estimated for contingent
19	55 Econ Dev/CRA	Harbor CRA Wayfinding Plan Signage & App	CRH64	11058500	HARBOR CRA	CIP	-	150,000				150,000.00	

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	**LOCATION**	**FUNDED** **PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPE**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
20	55 Econ Dev/CRA	Town Center CRA Easement Trail/Park Main to Mattie Kelly	CRT17	10258500	TOWN CENTER C	CIP	270,000	50,000	1,000,000			1,320,000.00	Revise $'s for Phases; March 2021 TC CRA make Debt repayment plan to City; April 2021 confirm with City Council; Coordinate Trail Park funding options with Okaloosa County. TC CRA estimated net rev available for projects is $20k/yr 2/24/21 Linear Park estimate: Ph1 750k Ph2 960k Ph3 1.46m Ph4 1.8m
21	55 Econ Dev/CRA	Town Center CRA Easement Trail/Park Main to Mattie Kelly	CRT17	30554200	STATE GRANT LI	CIP	270,000					270,000.00	Revise $'s for Phases; March 2021 TC CRA make Debt repayment plan to City; April 2021 confirm with City Council; Coordinate Trail Park
22	55 Econ Dev/CRA	Town Center CRA Wayfinding Plan Signage & App	CRT64	10258500	TOWN CENTER C	CIP	100,000					100,000.00	
23	54 Roads, Sidewalks, Streetlights	Cross Town Connector–Construction	EN615	30554100	BOCC XTOWN C	IMP	3,300,000	-	-			3,300,000.00	email from DS 03/31/21: ROW acquisition FY22 and FY23 est $3m. Construction FY24-FY26 (18 months) $5m ($1m FY24; $3m FY25; $1m
24	54 Roads, Sidewalks, Streetlights	Cross Town Connector–ROW acquisition	EN615	30554133	FDOT TRIP GRAN	IMP	1,337,809					1,337,809.00	$6.5m spent 2001-2019; $5.3m on Beach to Benning portion. TRIP $ allocated in FY21 and FY22 FDOT budgets for ROW. TDC $ awaiting
25	54 Roads, Sidewalks, Streetlights	Cross Town Connector–Construction	EN615	31554031	GAS TAX#2 COM	IMP	500,000	-				500,000.00	email from DS 03/31/21: ROW acquisition FY22 and FY23 est $3m. Construction FY24-FY26 (18 months) $5m ($1m FY24; $3m FY25; $1m FY26) and CEI at 10% of construction ($500k). 02/10/22 update w/Jeff;
26	54 Roads, Sidewalks, Streetlights	Cross Town Connector–Construction	EN615	31554032	MULTI-MODAL I	IMP	140,000	-				140,000.00	email from DS 03/31/21: ROW acquisition FY22 and FY23 est $3m. Construction FY24-FY26 (18 months) $5m ($1m FY24; $3m FY25; $1m FY26) and CEI at 10% of construction ($500k). 02/10/22 update w/Jeff; Webb; Lance: $12m
27	54 Roads, Sidewalks, Streetlights	Cross Town Connector–Construction	EN615	31554132	ROAD IMPACT F	IMP	1,600,000	-				1,600,000.00	email from DS 03/31/21: ROW acquisition FY22 and FY23 est $3m. Construction FY24-FY26 (18 months) $5m ($1m FY24; $3m FY25; $1m FY26) and CEI at 10% of construction ($500k). 02/10/22 update w/Jeff;

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	**LOCATION**	**FUNDED PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPE**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
28	55 Econ Dev/CRA	Multi-Use Convention/Sports/Comm /EVENT Center	EVENT	30558500	GENERAL FUND	CIP	-		-			-	Revenue project; $75k in Council Contingency
29	52 Emergency Mgmt	Disaster Response	HURRIC	30558500	GENERAL FUND	CIP	100,000					100,000.00	Budget disaster response funds for initial use in case emergency declared. Usually 75% reimbursed by FEMA.
30	51 Capital Software/Hard	Network Infrastructure Repair	IT002	12552400	TECHNOLOGY FU	CIP	52,500					52,500.00	Network Infrastructure in critical need of upgrades; $75k: 70/30 GF/Tech Fund
31	51 Capital Software/Hard	Virtual Server Replacement	IT002	12552400	TECHNOLOGY FU	CIP	7,000					7,000.00	Mobile Plan Review Table for E-Reviews in ENERGOV BlueBeam Studio
32	51 Capital Software/Hard	Virtual Server Replacement	IT002	12552400	TECHNOLOGY FU	CIP	52,500					52,500.00	Virtual Servers are at capacity causing shutdowns. $150k: 50/50 GF/Tech Fund
33	51 Capital Software/Hard	Network Infrastructure Repair	IT002	30558500	GENERAL FUND	CIP	22,500					22,500.00	Network Infrastructure in critical need of upgrades; $75k: 70/30 GF/Tech Fund
34	51 Capital Software/Hard	Virtual Server Replacement	IT002	30558500	GENERAL FUND	CIP	22,500					22,500.00	Virtual Servers are at capacity causing shutdowns. $150k: 50/50 GF/Tech Fund
35	51 Capital Software/Hard	Facilities SMS/Asset Management Software	IT003	30558500	GENERAL FUND	CIP	50,000					50,000.00	Facilities maintenance needs a better asset management software to track work orders to maintain and periodically replace major components of city facilities.
36	51 Capital Software/Hard	Civic Clerk Agenda Sys PII upgrade IT003	IT003	30558500	GENERAL FUND	CIP	15,000	85,000				100,000.00	Civic Clerk Agenda System software upgrade
37	57 Library	Additional sidewalk/ADA issue	LB002	31557132	LIBRARY IMPACT	IMP	25,000					25,000.00	check with Michael B
38	57 Library	Add space & lighting for staff parking lot	LB002	31557132	LIBRARY IMPACT	IMP	25,000	50,000				75,000.00	lighting (FY23) and space (FY24) is inadequate

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	**LOCATION**	**FUNDED** **PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPE**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
39	57 Library	Architectual Services for redesign	LB002	31557132	LIBRARY IMPACT	IMP/	50,000					50,000.00	impact fee funds are timing out and need spent or returned
40	57 Library	Outdoor Improvements (add useable space, pavers, lighting, outdoor furnishings & fixtures)	LB002	31557132	LIBRARY IMPACT	IMP/	25,000					25,000.00	
41	57 Library	Remodel Ms Willie Mae room	LB002	31557132	LIBRARY IMPACT	IMPACT		65,000				65,000.00	need an architect to look at the situation
42	57 Library	ADA Front door modification	LB002	31557132	LIBRARY IMPACT	IMP/	15,000					15,000.00	Need **both** doors to open for extra-wide wheelchairs
43	57 Library	Calhoun Room - Expansion	LB002	31557132	LIBRARY IMPACT	IMPACT		-				-	consider waiting 'til $300k in impact fees for better expansion
44	57 Library	Indoor coffee bar	LB002	31557132	LIBRARY IMPACT	IMPACT		85,000				85,000.00	
45	57 Library	Revovate Comp Lab to multi-purpose	LB002	31557132	LIBRARY IMPACT	IMPACT		30,000				30,000.00	room for 20-ish people to meet
46	57 Library	Soundproofing panels for Study Rooms	LB002	31557132	LIBRARY IMPACT	IMPACT		5,000				5,000.00	
47	57 Marina	City Marina - Feasibility Study MARINA	MARINA	30558500	GENERAL FUND	CIP		75,000				75,000.00	Revenue project
48	54 Roads, Sidewalks, Streetlights	Norriego Point Road	NORG1	31554132	ROAD IMPACT FE	IMPACT						-	FDEP has $1.3m of park construction funds available to start park in FY2022 after City commits to road construction. Point Mezzanine has a
49	57 Boardwalk	Harbor Boardwalk Improvements	RC101	30557212	TDC 12.5% (inclu	CIP	22,000					22,000.00	
50	57 Morgans Sports Cente	Playground Structure project	RC124	31557232	PARK IMPACT FE	CIP	77,000					77,000.00	
51	57 Morgans Sports Cente	Playground Structure project	RC124	31557236	MORGANS KID P	CIP	23,000					23,000.00	

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	**LOCATION**	**FUNDED PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPI**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
52	57 Buck Destin	Buck Destin Restrooms	RC125	30558500	GENERAL FUND	CIP	200,000					200,000.00	two family bathrooms
53	57 Morgans Sports Cente	Pickleball Courts	RC127	30558500	GENERAL FUND	CIP	400,000					400,000.00	6-10 courts for ***tournaments*** plus lighting and parking; Rev Gener; BOCC land donation? See also RC128 for restrooms.
54	57 Morgans Sports Cente	Bathrooms/Storage/Fieldh ouse	RC128	31557232	PARK IMPACT FE	IMP/	345,000					345,000.00	Place near added parking and new pickleball courts and soccer fields - reduce number of porta-potties rented for tournaments
55	57 Clement Taylor Park	Clement Taylor Park Renovations	RC216	30557233	RESTORE PARK G	CIP	729,918					729,918.00	
56	57 Clement Taylor Park	Clement Taylor Park Renovations - MATCH	RC216	30558500	GENERAL FUND	CIP	35,000					35,000.00	
57	51 City Hall	HVAC replacement (FM)	RR051	30058585	RR GENERAL	R&R	8,000					8,000.00	
58	51 City Hall	Facilities Renewal & Replacement	RR051	30058585	RR GENERAL	R&R		28,000	28,000	28,000	28,000	112,000.00	Value/50 years
59	51 City Hall	Parking Lot repair (PW)	RR051	30058585	RR GENERAL	R&R						-	
60	51 City Hall	Roof Sealed and Painted (FM)	RR051	30058585	RR GENERAL	R&R						-	
61	51 City Hall	Stucco repair and paint (FM)	RR051	30058585	RR GENERAL	R&R						-	
62	51 City Hall	Bathroom Counter Replace (FM)	RR051	30058585	RR GENERAL	R&R						-	
63	51 City Hall	Reseal Windows (FM)	RR051	30058585	RR GENERAL	R&R						-	

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	**LOCATION**	**FUNDED PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPE**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
64	51 City Hall	Carpet Replace (FM)	RR051	30058585	RR GENERAL	R&R						-	
65	51 City Hall	Porte Cochere (FM)	RR051	30058585	RR GENERAL	R&R						-	
66	51 City Hall	Interior wall paint (FM)	RR051	30058585	RR GENERAL	R&R	15,000					15,000.00	
67	51 City Hall	Replace Appliances (FM)	RR051	30058585	RR GENERAL	R&R		5,000				5,000.00	
68	51 Maintenance Facility	Reseal Windows (FM)	RR051	30058585	RR GENERAL	R&R		15,000				15,000.00	
69	51 Maintenance Facility	Facilities Renewal & Replacement	RR051	30058585	RR GENERAL	R&R		500	500	500	500	2,000.00	Value/50 years
70	51 Maintenance Facility	Storage Building/Office Space	RR051	30058585	RR GENERAL	R&R						-	Storage and add'l storage space
71	51 Maintenance Facility	HVAC (FM)	RR051	30058585	RR GENERAL	R&R						-	
72	51 Maintenance Facility	Mower adapter for lift (FM)	RR051	30058585	RR GENERAL	R&R						-	
73	51 Maintenance Facility	Roof Sealed and Painted (FM)	RR051	30058585	RR GENERAL	R&R						-	
74	51 Maintenance Facility	Replace Appliances (FM)	RR051	30058585	RR GENERAL	R&R		3,000				3,000.00	
75	51 Food4Thought Airport	Facilities Renewal & Replacement	RR051	30058585	RR GENERAL	R&R	7,000	2,000	2,000	2,000	2,000	15,000.00	Value/50 years / FY23 replace AC
76	52 City Hall - EOC	Facilities Renewal & Replacement	RR052	30058585	RR GENERAL	R&R		500	500	2,500	2,500	6,000.00	Value/50 years

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	LOCATION	**FUNDED** PROJECT DETAILS	Project Number	Funding Source (ORG)	funding source name (auto-fills DO NOT TOUCH)	TYPE	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	5-YR Total (2023-2027)	JUSTIFICATION
77	52 City Hall - EOC	Stucco repair/paint (FM)	RR052	30058585	RR GENERAL	R&R		25,000				25,000.00	Hurricane/water damaged
78	52 City Hall - EOC	Replace door hardware	RR052	30058585	RR GENERAL	R&R		1,500				1,500.00	Hurricane/water damaged
79	52 City Hall - EOC	Roof replacement (FM)	RR052	30058585	RR GENERAL	R&R	15,000					15,000.00	Hurricane/water damaged
80	52 City Hall - EOC	Interior Restorative Clean, New Drywall, New Flooring, New Fixtures	RR052	30058585	RR GENERAL	R&R		25,000				25,000.00	Hurricane/water damaged
81	52 City Hall - EOC	HVAC replacement (FM)	RR052	30058585	RR GENERAL	R&R	7,000					7,000.00	Hurricane/water damaged
82	52 City Hall Annex	Annex renovations	RR052	30058585	RR GENERAL	R&R	100,000					100,000.00	need more space for planners and for one more inspector: take cubicals up to ceiling to reduce noise; split some offices.
83	52 City Hall Annex	Facilities Renewal & Replacement	RR052	30058585	RR GENERAL	R&R		27,489	27,489	137,445	137,445	329,868.00	Built in 1992; addition added in 2000
84	52 City Hall Annex	Exterior Lighting (landscape)	RR052	30058585	RR GENERAL	R&R						-	
85	52 City Hall Annex	HVAC replacement (FM)	RR052	30058585	RR GENERAL	R&R	7,000	7,000	7,000	7,000	7,000	35,000.00	7 year life x 7 units (replace one/year)
86	52 City Hall Annex	Sound panels for foyer (FM)	RR052	30058585	RR GENERAL	R&R						-	
87	52 City Hall Annex	Instant water heater (FM)	RR052	30058585	RR GENERAL	R&R						-	
88	52 City Hall Annex	Replace Door Hardware	RR052	30058585	RR GENERAL	R&R						-	
89	52 City Hall Annex	Parking Lot repave/stripe (FM)	RR052	30058585	RR GENERAL	R&R		4,000	4,000	4,000	4,000	16,000.00	every 15 years @ $60k
90	52 City Hall Annex	Stucco repair and paint (FM)	RR052	30058585	RR GENERAL	R&R		5,000	5,000	5,000	5,000	20,000.00	Renew 10% of stucco every year @$5k/yr (EIFS)
91	52 City Hall Annex	Reseal Windows	RR052	30058585	RR GENERAL	R&R			500			500.00	
92	52 City Hall Annex	Replace Windows (FM)	RR052	30058585	RR GENERAL	R&R		2,500	2,500	2,500	2,500	10,000.00	29 windows; replace every 30 years @ $2500 ea

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	**LOCATION**	**FUNDED PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPE**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
93	52 City Hall Annex	Roof Sealed and Painted (FM)	RR052	30058585	RR GENERAL	R&R		56,857	56,857	56,857	56,857	227,428.57	25 year life; next replacement 2031 @$500k (higher now to be ready for 2031); Seal & Paint in 2022 (every 5-7 years @50k)
94	52 City Hall Annex	Carpet Replace (FM)	RR052	30058585	RR GENERAL	R&R		10,000	10,000	10,000	10,000	40,000.00	$5/sqft x 10k sqft; replace every 10 years
95	52 City Hall Annex	Replace Appliances (FM)	RR052	30058585	RR GENERAL	R&R		5,000				5,000.00	
96	52 City Hall Annex	Interior Paint Building	RR052	30058585	RR GENERAL	R&R						-	
97	52 City Hall Annex	Electrical/Plumbing	RR052	30058585	RR GENERAL	R&R						-	
98	52 Sheriff's Sub Station	Facilities Renewal & Replacement	RR052	30058585	RR GENERAL	R&R		14,198	14,198	14,198	14,198	56,792.72	Value/50 years
99	52 Sheriff's Sub Station	Roof Replacement (FM)	RR052	30058585	RR GENERAL	R&R	150,000					150,000.00	
100	52 Sheriff's Sub Station	Storm shutter install (FM)	RR052	30058585	RR GENERAL	R&R						-	
101	52 Sheriff's Sub Station	Generator replacement (FM)	RR052	30058585	RR GENERAL	R&R						-	
102	52 Sheriff's Sub Station	Parking Lot repave/stripe (FM)	RR052	30058585	RR GENERAL	R&R						-	
103	52 Sheriff's Sub Station	HVAC (FM)	RR052	30058585	RR GENERAL	R&R	7,000					7,000.00	
104	53 General Stormwater	Stormwater Restaurant Row	RR053	30058585	RR GENERAL	R&R			750,000			750,000.00	joe's 2022 estimate
105	53 General Stormwater	Stormwater 4 prongs lake at Scenic 98	RR053	30058585	RR GENERAL	R&R			341,000			341,000.00	2018 est 341k
106	53 General Stormwater	Stormwater Zerbe St	RR053	30058585	RR GENERAL	R&R				74,000		74,000.00	2018 est $74k

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	**LOCATION**	**FUNDED PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPE**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
107	53 General Stormwater	Stormwater Main St at 98 Palms	RR053	30058585	RR GENERAL	R&R						-	2018 est $120k
108	53 General Stormwater	Stormwater Heritage Run	RR053	30058585	RR GENERAL	R&R						-	2018 est $70k
109	53 General Stormwater	Stormwater Mattie Kelly Arts	RR053	30058585	RR GENERAL	R&R						-	2018 est 224k
110	53 General Stormwater	Stormwater Reddin Brunson	RR053	30058585	RR GENERAL	R&R						-	2018 est $410k
111	53 Harbor Pump Station	Facilities Renewal & Replacement	RR053	30058585	RR GENERAL	R&R		5,612	5,612	5,612	5,612	22,448.80	Value/50 years
112	53 Harbor Pump Station	Replace pump	RR053	30058585	RR GENERAL	R&R		20,000	20,000	20,000	20,000	80,000.00	replace every 15 years @$300k (next replacement install 2 smaller pumps for redundancy)
113	53 Harbor Pump Station	Replace Flap valve	RR053	30058585	RR GENERAL	R&R						-	
114	53 Heritage Run Pump	Facilities Renewal & Replacement	RR053	30058585	RR GENERAL	R&R		600	600	600	600	2,400.00	Value/50 years
115	53 Harbor Pump Station	Replace Sluice Gate (FM)	RR053	12753700	NPEB	R&R	150,000					150,000.00	
116	53 Kell-Aire Pump & Lift S	Facilities Renewal & Replacement	RR053	30058585	RR GENERAL	R&R		94	94	94	94	377.84	Value/50 years
117	54 Roads, Sidewalks, Streetlights	Repave/Restripe/new bumpers for PAID PARKING locations	RR054	12254500	PARKING FUND	R&R	16,000	16,000	16,000	16,000	16,000	80,000.00	
118	54 Roads, Sidewalks, Streetlights	Community Ctr Parking Lot Mill/Resurface	RR054	12254500	PARKING FUND	R&R	80,000	4,667	4,667	4,667	4,667	98,666.67	Replace every 15 years @$70k
119	51 Maintenance Facility	Parking Lot expand/pave/stripe (FM)	RR054	30058585	RR GENERAL	R&R	40,000	20,000				60,000.00	
120	54 Roads, Sidewalks, Streetlights	Milling & Resurfacing – General	RR054	30054131	GAS TAX#1 RR R	R&R	509,000	509,000	509,000	509,000	541,500	2,577,500.00	330,270 lf x $31/lt (two-lane)/15 yrs=$809k/yr First use Gas Tax #1 $409k/yr, then RR$

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	**LOCATION**	**FUNDED PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPE**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
121	54 Roads, Sidewalks, Streetlights	Milling & Resurfacing – General	RR054	30058585	RR GENERAL	R&R	300,000	300,000	300,000	300,000	300,000	1,500,000.00	330,270 lf x $31/lt (two-lane)/15 yrs=$809k/yr First use Gas Tax #1 $409k/yr, then RR$
122	54 Roads, Sidewalks, Streetlights	Restriping – General	RR054	30058585	RR GENERAL	R&R	122,000	122,000	122,000	122,000	122,000	610,000.00	167,080 lf Collector Streets x $5/lf / 7 yrs
123	54 Roads, Sidewalks, Streetlights	Sidewalks RR and ADA Compliance	RR054	30058585	RR GENERAL	R&R	60,000	60,000	60,000	60,000	60,000	300,000.00	
124	54 Roads, Sidewalks, Streetlights	Community Ctr Parking Lot Mill/Resurface	RR054	30058585	RR GENERAL	R&R	20,000					20,000.00	
125	57 Library	Replace Irrigation System	RR571	30058585	RR GENERAL	R&R	75,000					75,000.00	current grounds irrigation system is 20+ years old and parts no longer available
126	57 Library	Facilities Renewal & Replacement	RR571	30058585	RR GENERAL	R&R		43,833	43,833	43,833	43,833	175,332.00	Value/50 years
127	57 Library	Parking Lot repave/stripe (FM)	RR571	30058585	RR GENERAL	R&R		20,000				20,000.00	
128	57 Library	Roof Sealed and Painted (FM)	RR571	30058585	RR GENERAL	R&R		15,000				15,000.00	
129	57 Library	Carpet Replace (FM)	RR571	30058585	RR GENERAL	R&R	125,000					125,000.00	
130	57 Library	Interior paint (FM)	RR571	30058585	RR GENERAL	R&R	15,000					15,000.00	
131	57 Library	Stucco repair and paint (FM)	RR571	30058585	RR GENERAL	R&R						-	
132	57 Library	Gutters(LIB)	RR571	30058585	RR GENERAL	R&R						-	
133	57 Library	Shutter powder coated(LIB)	RR571	30058585	RR GENERAL	R&R						-	
134	57 Library	Calhoun Rm track lighting	RR571	30058585	RR GENERAL	R&R						-	

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	LOCATION	**FUNDED** PROJECT DETAILS	Project Number	Funding Source (ORG)	funding source name (auto-fills DO NOT TOUCH)	TYPE	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	5-YR Total (2023-2027)	JUSTIFICATION
135	57 Library	Interior Blind replacement	RR571	30058585	RR GENERAL	R&R						-	completed in summer 2020
136	57 Library	Reseal Windows (FM)	RR571	30058585	RR GENERAL	R&R	2,000					2,000.00	
137	57 Library	HVAC replacement	RR571	30058585	RR GENERAL	R&R	7,000	7,000	7,000	7,000	7,000	35,000.00	review whole system: mildew issues; hot spots; cold spots
138	57 Library	Replace Appliances (FM)	RR571	30058585	RR GENERAL	R&R		-	-	-	-	-	waterfountains, dishwasher, etc
139	57 Library	Soundpanel replacement Calhoun Room	RR571	30058585	RR GENERAL	R&R		5,000				5,000.00	
140	57 Buck Destin	Buck Destin Basketball Court Resurfacing	RR572	30058585	RR GENERAL	R&R	44,000					44,000.00	
141	57 Buck Destin	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	3,704	3,704	3,704	3,704	3,704	18,521.00	Value/50 years
142	57 Buck Destin	HVAC replacement (FM)	RR572	30058585	RR GENERAL	R&R			7,000			7,000.00	HVAC life expectancy expires FY 2025
143	57 Captain Royal Melvin	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	11,252	11,252	11,252	11,252	11,252	56,260.00	Value/50 years
144	57 Clement Taylor Park	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	2,707	2,707	2,707	2,707	2,707	13,535.00	Value/50 years
145	57 Community Center	Window replacement	RR572	30058585	RR GENERAL	R&R	200,000	10,000	10,000	10,000	10,000	240,000.00	Replace windows every 20 years @$200k; next due 2041
146	57 Community Center	Sealing of Community Center Roof	RR572	30058585	RR GENERAL	R&R		5,000	5,000	5,000	5,000	20,000.00	Sealant needs replaced annually to prevent leakage.
147	57 Community Center	Roof	RR572	30058585	RR GENERAL	R&R		37,500	37,500	37,500	37,500	150,000.00	est replace in FY2041 @$750,000
148	57 Community Center	Stucco repair and paint(REC)	RR572	30058585	RR GENERAL	R&R	20,000	20,000	20,000	20,000	20,000	100,000.00	Renew 10% of stucco every year @$20k/yr

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4	LOCATION	**FUNDED** PROJECT DETAILS	Project Number	Funding Source (ORG)	funding source name (auto-fills DO NOT TOUCH)	TYPE	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	5-YR Total (2023-2027)	JUSTIFICATION
149	57 Community Center	Replace Stage	RR572	30058585	RR GENERAL	R&R						-	
150	57 Community Center	HVAC replacement (FM)	RR572	30058585	RR GENERAL	R&R	14,000	14,000	14,000	14,000	14,000	70,000.00	10 HVAC Units of 7yr life est replace $10k each
151	57 Destin Little League	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	5,000	3,500	3,500	3,500	3,500	19,000.00	fences/scoreboards/turf
152	57 Elementary School	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	3,140	3,140	3,140	3,140	3,140	15,699.40	Value/50 years
153	57 Elementary School	Replace sod on ball field	RR572	30058585	RR GENERAL	R&R	3,140	3,140	3,140	3,140	3,140	15,699.40	Value/50 years
154	57 Elementary School	Rubberized Track	RR572	30058585	RR GENERAL	R&R	-	310,000				310,000.00	see 08/11/22 quote from American Tennis Courts
155	57 Harbor Boardwalk	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	15,928	15,928	15,928	15,928	15,928	79,640.00	Value/50 years
156	57 Harborview Park	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	50,000	5,000	5,000	5,000	5,000	70,000.00	Value/50 years
157	57 Joe's Bayou	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	3,588	3,588	3,588	3,588	3,588	17,941.10	Value/50 years
158	57 Joe's Bayou	Parking Lot repave/stripe(REC)	RR572	30058585	RR GENERAL	R&R						-	
159	57 Joe's Bayou	Concrete Ramp Repair(REC)	RR572	30058585	RR GENERAL	R&R						-	
160	57 Joe's Bayou	Joes Bayou Dredging	RR572	30058585	RR GENERAL	R&R		40,000		40,000		80,000.00	$40k every other year
161	57 June White Decker	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	2,103	2,103	2,103	2,103	2,103	10,516.00	Value/50 years
162	57 Main Street Park	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	2,000	260	260	260	260	3,039.12	Value/50 years
163	57 Mattie Kelly Park	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	1,228	1,228	1,228	1,228	1,228	6,140.10	Value/50 years

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	**LOCATION**	**FUNDED PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPE**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
164	57 Morgans Sports Cente	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	42,261	42,261	42,261	42,261	42,261	211,302.90	Value/50 years
165	57 Morgans Sports Cente	HVAC	RR572	30058585	RR GENERAL	R&R						-	
166	57 Morgans Sports Cente	Windows	RR572	30058585	RR GENERAL	R&R	10,000					10,000.00	
167	57 Morgans Sports Cente	Parking Lot repave/stripe (FM)	RR572	30058585	RR GENERAL	R&R		125,000				125,000.00	
168	57 Morgans Sports Cente	Resurface Running Track	RR572	30058585	RR GENERAL	R&R						-	resurfaced 2019
169	57 Morgans Sports Cente	Replace Turf & Fencing	RR572	30058585	RR GENERAL	R&R	70,000	70,000	70,000	70,000	70,000	350,000.00	
170	57 Shore at Crystal Bch	Facilities Renewal & Replacement	RR572	30058585	RR GENERAL	R&R	4,667	4,667	4,667	4,667	4,667	23,337.00	Value/50 years
171	57 Museum	Facilities Renewal & Replacement	RR573	30058585	RR GENERAL	R&R		9,701	9,701	9,701	9,701	38,803.20	Value/50 years
172	57 Museum	Soffit/exterior wood repairs	RR573	30058585	RR GENERAL	R&R	20,000					20,000.00	
173	57 Museum	Exterior repair/paint (FM)	RR573	30058585	RR GENERAL	R&R						-	
174	57 Museum	Sidewalk repair (FM)	RR573	30058585	RR GENERAL	R&R	10,000					10,000.00	
175	57 Museum	Fence replacement (FM)	RR573	30058585	RR GENERAL	R&R						-	

	A	B	C	D	E	F	N	O	P	Q	R	T	U
4	**LOCATION**	**FUNDED PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPE**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
176	57 Museum	Primrose/PO/Walkway (FM)	RR573	30058585	RR GENERAL	R&R						-	
177	57 Museum	Dumpster enclosure (FM)	RR573	30058585	RR GENERAL	R&R	2,500					2,500.00	
178	57 Museum	HVAC (FM)	RR573	30058585	RR GENERAL	R&R	7,000					7,000.00	
179	57 Museum	Parking Lot repave/stripe (FM)	RR573	30058585	RR GENERAL	R&R		15,000				15,000.00	
180	58 General	Vehicles	RRVEH	30058585	RR GENERAL		598,000	-	-			598,000.00	Replace vehicles that are 10 years or older; FY2023: 2 vehicles; blower; boon sprayer; 2 gators; 1 streetsweeper; 1 mini excavator; 3 trailers
181	53 General Stormwater	Stormwater Cleanout	SW54	31553833	STORMWATER T	IMPA	-	-	-	-	-	-	MOVED TO 127 FUND (maintenance) Improvements to Stormwater system using restricted Stormwater funds from FDEP - have H&T maintain Stormwater Cleanouts
182	54 Roads, Sidewalks, Streetlights	Zerbe-Calhoun Pedestrian Pathway	TR618	30558500	GENERAL FUND	IMPACT						-	
183	54 Roads, Sidewalks, Streetlights	Zerbe-Calhoun Pedestrian Pathway	TR618	31554032	MULTI-MODAL I	IMPACT						-	
184	54 Roads, Sidewalks, Streetlights	Zerbe-Calhoun Pedestrian Pathway	TR618	31554132	ROAD IMPACT F	IMPACT						-	
185	54 Roads, Sidewalks, Streetlights	Sibert-Zerbe Parking Lot Consolidation	TR619	12254500	PARKING FUND	IMPA	150,000					150,000.00	consolidated the two existing parking lots and add in the middle undeveloped area into one large, paved, paid-parking area
186	54 Roads, Sidewalks, Streetlights	ADA Transition – Pedestrian Facilities	TR620	31554032	MULTI-MODAL I	CIP						-	ADA Pedestrian eval and Plan

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4	**LOCATION**	**FUNDED** **PROJECT DETAILS**	**Project Number**	**Funding Source (ORG)**	**funding source name (auto-fills DO NOT TOUCH)**	**TYPI**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**5-YR Total (2023-2027)**	**JUSTIFICATION**
187	54 Roads, Sidewalks, Streetlights	Transit Trolley	TR621	30558500	GENERAL FUND	CIP						-	Potential partnership with TDC
188	54 Roads, Sidewalks, Streetlights	General Parking Improvements - Sibert	TR622	12254500	PARKING FUND	CIP	250,000	100,000				350,000.00	$200k pave/improve city-wide parking lots; $50k Parking Kiosk/new app
189	54 Roads, Sidewalks, Streetlights	General Wayfinding Plan Signage & App	TR64	30558500	GENERAL FUND	CIP						-	
190	52 General Public Safety	Public Works & Safety Committee	TRSAF	12954100	OKA 1/2 PUBLIC	CIP	100,000	100,000	100,000	100,000	100,000	500,000.00	5% allocation of Oka 1/2 Penny est $800k
191	54 Roads, Sidewalks, Streetlights	Intersection Safety	TRSAF	30558500	GENERAL FUND	CIP						-	
192	53 Other Physical Enviror	Utility Undergrounding	UNDER	10258500	TOWN CENTER C	CIP	500,000			4,000,000		4,500,000.00	Staff recommend Harbor CRA support Phase 1 of Undergrounding w/in their district
193	53 Other Physical Enviror	Utility Undergrounding	UNDER	11058500	HARBOR CRA	CIP	6,000,000					6,000,000.00	Staff recommend Harbor CRA support Phase 1 of Undergrounding w/in their district
194	53 Other Physical Enviror	Utility Undergrounding	UNDER	12953931	OKA 1/2 UNDER	CIP	1,940,000	2,400,000	2,400,000	1,375,000	325,000	8,440,000.00	Use Oka 1/2 for design and Engineering estimates for all phases throughout City
195	53 Other Physical Enviror	Utility Undergrounding	UNDER	31553977	ELECTRIC FRANC	CIP	3,375,000	3,375,000	3,000,000	3,000,000		12,750,000.00	Staff recommend Harbor CRA support Phase 1 of Undergrounding w/in their district
196	55 Econ Dev/CRA	Town Center CRA holiday decorations	XMAS	10258500	TOWN CENTER C	CIP	50,000					50,000.00	

ITEM # 2022-5633

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: August 19, 2022

SUBJECT: Second reading of Ordinance 22-02-PC - Amending Comprehensive Plan: 2020; Amending Chapter 1 - Future Land Use Element; establishing the following Planning Areas within the City of Destin: Airport, Crystal Beach, Gulf Resort, Harbor, Henderson Beach, Holiday Isle, Town Center Commons, and Objectives relating to such Planning Areas.

I. BACKGROUND: As part of the extensive Land Development Code (LDC) update effort, Staff has begun to evaluate the Comprehensive Plan, specifically reviewing the Future Land Use Map (FLUM) and its impacts on development with a view to establishing clear, manageable, and up-to-date policies. In addition, as part of this review, Staff embraced the concept of Planning Areas, an effort which was commenced in the last Comprehensive Plan Update but was not completed. The concept behind Planning Areas is that, rather than assigning specific future land use designations, it encompasses a much broader vision. This vision will help facilitate the development of thoughtful guiding policies for the various unique areas of the city. The Planning Areas will focus on planning efforts to develop that broader vision and also on the Comprehensive Plan and FLUM to help guide policies and decisions concerning growth within Destin. The Planning Areas will also allow for objective analysis for compatibility by area and neighborhoods rather than specific lots. Staff held a work session with the Local Planning Agency on September 23, 2021. Following the workshop, Staff also sought input from the Parks & Recreation Committee on October 26, 2021. Based on The LPA's and the Parks & Recreation Committee's feedback, Staff refined the Planning Area intent statements and brought them back to the LPA for recommendation to City Council on January 6, 2022. City Council approved the Proposed Ordinance for first reading at the February 7, 2022 City Council meeting.

II. DISCUSSION: A. Staff is proposing eight (8) total planning areas across the City of

Destin. Each Planning Area presents its own varying uniqueness, challenges, and opportunities. These eight areas are:

1. **The Village**
2. **The Harbor**
3. **Holiday Isle**
4. **Gulf Resort**
5. **Town Center Commons**
6. **Crystal Beach**
7. **Henderson Beach**
8. **The Airport**

B. The following proposed Planning Area intent statements help create the broad vision to guide policy and decision-makers.
The LPA's recommended removal of language is noted with a ~~strikethrough~~ and language additions are denoted with an underline.

The Village Planning Area (the "Village") intends to primarily provide a low-density, healthy, safe, family-friendly environment that promotes a high quality of life. **The Village Planning Area** should be where residents and visitors enjoy the activities and amenities associated with living in Destin through a connected network of multi-modal streets and paths leading to destinations within and outside **The Village Planning Area**. To accomplish this, the City shall; establish development standards such as appropriate dwelling density maximums based on current development patterns and needs of future growth, ensure an orderly transition from low-density uses to higher-density residential uses, and encourage limited commercial uses that support the neighborhoods within the Village. Also, **The Village Planning Area** shall maintain, improve, and protect existing neighborhoods, parks, beautiful white-sand beaches, emerald-green waters, and other natural resources.

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

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

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

The Town Center Commons Planning Area intends to be the City's and region's residential, cultural, institutional, and services center. The residents and employees of Destin should be able to conduct all their daily business here while also finding a place for relaxation and recreation. **The Town Center Commons Planning Area** shall also afford residents and visitors alike the ability to attend events and activities that showcase the local arts, culture, and community values. To accomplish this, the **Town Center Commons Planning Area** shall provide a range of uses from higher-density residential, to mixed-use development, and gathering places for residents and visitors, while also being pedestrian-scaled with accessible multi-modal corridors leading to the City's surrounding areas. In addition, the City shall collaborate with Okaloosa County to align future development in the areas directly adjacent to the City's jurisdiction.

The Crystal Beach Planning Area, as the Eastern gateway to the city, intends to highlight all that Destin has to offer, from the quality commercial corridor along HWY 98, through the family-friendly vacation destination and single-family neighborhoods, to the White Sand Beaches of Crystal Beach. In recent years, the increase in investor-owned short-term rentals within Crystal Beach has presented new challenges for the City of Destin to manage. Given the inherent conflict between long-term residents and short-term visitors, the City shall strive to balance the needs of these evolving and prevailing uses of Crystal Beach. Therefore, the City shall preserve and promote the single-family character of the established neighborhoods while providing residents and visitors access to amenities needed for everyday living. To accomplish this, the City should ensure **The Crystal Beach Planning Area** is supported by low-intensity mixed-use development at appropriate intersections of streets along Scenic HWY 98, while keeping commercial development focused on properties directly adjacent to or accessible from HWY 98 and protecting the long-term single-family residential zones in the area. The City shall also develop and incentivize all efforts to expand public beach and access by encouraging low-intensity commercial and mixed-use development and redevelopment of single or multi-family units south of Scenic HWY 98. Developing pedestrian scale multi-modal infrastructure should also be a priority of the city to reduce the vehicle and pedestrian conflicts along the streets within Crystal Beach.

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

undeveloped area.

The Airport Planning Area intends to provide and facilitate the continued use of General Aviation at the Destin Executive Airport at current and projected use levels while planning for future airport growth within its present boundaries. To accomplish this, **The Airport Planning Area** should align with the Destin Executive Airport's "Airport Layout Plan" as adopted and periodically updated. In addition, a collaborative program between airport staff, city staff, the development community, and residents should be developed, encouraged, and maintained to mitigate encroachment issues from development upon the airport and aviation uses upon the surrounding neighborhoods and other areas.

**Staff coordinated with Okaloosa County Airport Staff to develop this statement.*

C. COMPREHENSIVE PLAN POLICY ELEMENTS: If adopted, the Planning Areas will update the current Future Land Use Map to align with the Proposed Planning Areas as depicted in Attachment "A."

D. LAND DEVELOPMENT CODE/ZONING ELEMENTS: The LDC rewrite will be guided by the adopted Planning Areas and their respective intent statements along with existing Comprehensive Plan policies when evaluating current zones and developing new or combined zones.

A. Link to Strategic Goals / Objectives:
#2. A green and sustainable environment
#4. Enhanced quality of life and safety for families
#5. Economic development and revitalization

B. Effect on Budget (EOB): Included as part of the current approved Land Development Code Rewrite Project Budget.

C. Level of Service (LOS): Develop and implement processes for consistent and streamlined application of codes and procedures.

D. Legislative Sponsor:

III. CONCLUSION: City Council approved updating the proposed Planning Areas at First Reading on February 7, 2022. The Florida Department of Economic Development reviewed the proposed Comprehensive Plan amendment received on July 8, 2022 and responded on August 5, 2022 that the review was completed under the Expedited State Review Process and have no comment on the proposed amendment.

IV. RECOMMENDED MOTION: I recommend the City Council approve the proposed Ordinance 22-02-PC-Planning Areas for incorporation into the Comprehensive Plan and Future Land Use Map.

Attachments:

1. DEO Letter 08.05.22

2. Proposed Planning Areas
3. Planning Areas Ordinance

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

August 5, 2022

The Honorable Gary Jarvis
Mayor, City of Destin
4200 Indian Trail
Destin, Florida 32541

Dear Mayor Jarvis:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Destin (Amendment No. 22-03ESR) received on July 8, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/de

Enclosure(s): Procedures for Adoption

cc: Steve O'Conner, Principal Planner, Destin Community Development Department
Austin Mount, Executive Director, Emerald Coast Regional Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://floridajobs.secure.force.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

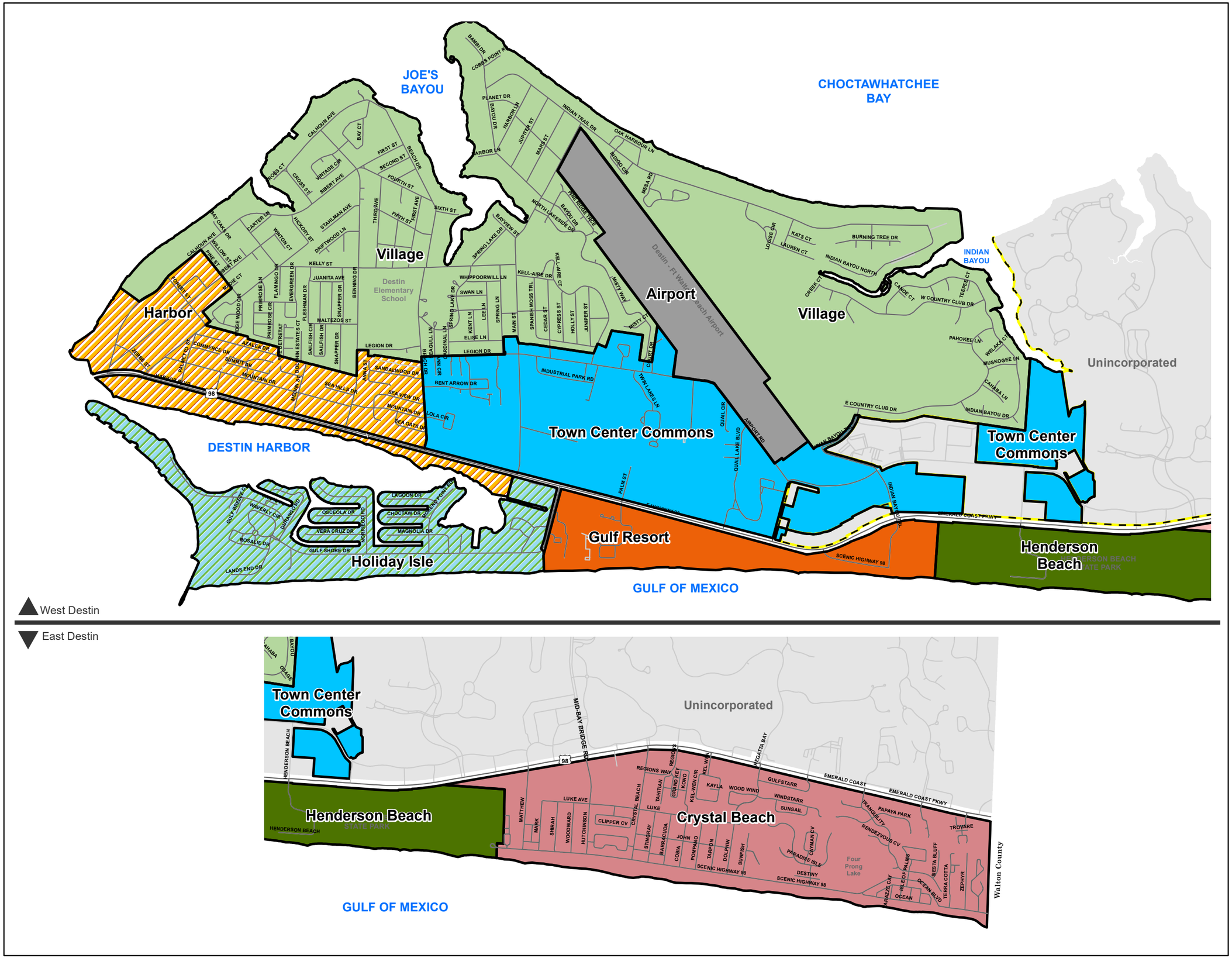
Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Proposed City of Destin Planning Areas

NORTH

Scale 1" = 2000'

City Limits

Okaloosa County

Proposed Planning Areas

- Airport
- Crystal Beach
- Gulf Resort
- Harbor
- Henderson Beach
- Holiday Isle
- Town Center Commons
- Village

The City of Destin assumes no responsibility and/or liability for the information contained herein.

Produced 07/12/21 by the City of Destin GIS Manager

ORDINANCE 22-02-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN: 2020; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR TITLE; PROVIDING FOR JURISDICTION; PROVIDING FOR INTENT; AMENDING CHAPTER 1 - FUTURE LAND USE ELEMENT; ESTABLISHING THE FOLLOWING PLANNING AREAS WITHIN THE CITY OF DESTIN: AIRPORT, CRYSTAL BEACH, GULF RESORT, HARBOR, HENDERSON BEACH, HOLIDAY ISLE, TOWN CENTER COMMONS, AND VILLAGE PLANNING AREAS, AS GENERALLY DEPICTED ON THE MAP ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR GOALS, POLICIES AND OBJECTIVES RELATING TO SUCH PLANNING AREAS; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Section 163.3167(2), Florida Statutes, requires that each local government maintain a comprehensive plan in compliance with the Community Planning Act; and

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the City of Destin, Florida, proposes to amend the City's Comprehensive Plan to adopt a Property Rights Element as set forth herein; and

WHEREAS, pursuant to Section 163.3177, Florida Statutes, the comprehensive plan, through required and optional elements, shall provide principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements; and

WHEREAS, the comprehensive plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations;

WHEREAS, the City of Destin's Comprehensive Plan was adopted, pursuant to Section 163.3177, consisting of the following elements: Future Land Use, Transportation, Housing; Public Facilities, Conservation, Coastal Management, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, Economic Development, and Public School Facilities; and,

WHEREAS, the Florida Legislature changed statutory provisions of Chapter 163, Florida Statutes effective on July 1, 2021 to ensure that private property rights are considered in local decision making and required the adoption of a Property Rights Element into the Comprehensive Plan; and

WHEREAS, the City Council desires to update the Comprehensive Plan consistent with such statutory changes by adopting a "Property Rights Element"; and

WHEREAS, the City Council recognizes and respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; 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, <u>underline language</u> 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 Comprehensive Plan that have been skipped and remain unchanged.**

<u>SECTION 3:</u> <u>TITLE</u>.

These comprehensive plan amendments are referred to as "Chapter 1A – Property Rights Element - of the City of Destin's Comprehensive Plan – Goals, Objectives and Policies: 2020".

<u>SECTION 4</u>: <u>JURISDICTION</u>.

The lands subject to this Ordinance shall include all areas within the corporate limits of the City of Destin, Florida.

<u>SECTION 5</u>: AMENDMENTS TO FUTURE LAND USE ELEMENT:

FUTURE LAND USE ELEMENT

***

OBJECTIVE 1-1.3: COMMERCIAL AND MIXED USE DEVELOPMENT. Commercial and Mixed Use Development should be primarily organized in large and small walkable centers that are easily accessible to residents and visitors by multiple modes of transportation. The

FLUM (Map 1-1) assigns commercial and mixed use development to sites that generally are concentrated in strategically located areas having characteristics that best accommodate specific site location, access, public facility needs, and market requirements of respective uses.

Amendments to the FLUM (Map 1-1) shall consider the established pattern of land use and, while accommodating market demands, shall continue to promote stable residential areas. Such amendments to the FLUM (Map 1-1) shall also consider consumer demand, location, and space requirements of commercial and mixed use activities and potential fiscal and environmental impacts as well as the need to protect and preserve the quality of Destin's residential areas. Major activity centers intended to accommodate commercial and mixed use development shall include the ~~South~~ Harbor Planning Area, ~~the North Harbor Planning Area,~~ the ~~proposed~~ Town Center Commons Planning Area, ~~within the Community Redevelopment Area~~, the Crystal Beach Planning Area, Holiday Isle ~~Mixed Use~~ Planning Area, and the Gulf Resort Planning Area.

***

Policy 1-1.3.3: ~~Major Mixed Use and Resort~~ Planning Areas. Within one year from Plan adoption, the LDC shall include special design criteria to achieve the identity, form, and function established for these areas as stated below and in Section 1-2 of this Comprehensive Plan. Major commercial and mixed use activity centers are described below:

The Village Planning Area (the "Village") intends to primarily provide a low-density, healthy, safe, family-friendly environment that promotes a high quality of life. The Village should be where residents and visitors enjoy the activities and amenities associated with living in Destin through a connected network of multi-modal streets and paths leading to destinations within and outside the Village. To accomplish this, the City shall; establish development standards such as appropriate dwelling density maximums based on current development patterns and needs of future growth, ensure an orderly transition from low-density uses to higher-density residential uses, and encourage limited commercial uses that support the neighborhoods within the Village. Also, the Village shall maintain, improve, and protect existing neighborhoods, parks, beautiful white sand beaches, emerald-green waters, and other natural resources.

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

The Holiday Isle Planning Area intends to support and maintain a mix of residential accommodations for residents and visitors alike, with low to high-density residential and mixed

uses. The range of densities found in Holiday Isle presents a perfect opportunity for the city to cultivate and implement a safe and accessible multi-modal transportation system connected to the rest of Destin. Also, due to the unique water-based recreational opportunities of Holiday Isle, the City shall protect, preserve, and expand, when possible, existing natural and recreational resources.

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

The Town Center Commons Planning Area intends to be the City's and region's residential, cultural, institutional, and services center. The residents and employees of Destin should be able to conduct all their daily business here while also finding a place for relaxation and recreation. The Town Center Commons shall also afford residents and visitors alike the ability to attend events and activities that showcase the local arts, culture, and community values. To accomplish this, the Town Center Commons shall provide a range of uses from higher-density residential, to mixed-use development, and gathering places for residents and visitors, while also being pedestrian-scaled with accessible multi-modal corridors leading to the City's surrounding areas. In addition, the City shall collaborate with Okaloosa County to align future development in the areas directly adjacent to the City's jurisdiction.

The Crystal Beach Planning Area, as the Eastern gateway to the city, intends to highlight all that Destin has to offer, from the quality commercial corridor along HWY 98, through the family-friendly vacation destination and single-family neighborhoods, to the White Sand Beaches of Crystal Beach. In recent years the increase in investor-owned short-term rentals within Crystal Beach has presented new challenges for the Coty of Destin to Manage. Given the inherent conflict between long-term residents and short-term visitors, the City shall strive to balance the needs of these evolving and prevailing uses of Crystal Beach. Therefore, the City shall preserve and promote the single-family character of the established neighborhoods while providing the residents and visitors access to amenities needed for everyday living. To accomplish this, the City should ensure the Crystal Beach area is supported by low-intensity mixed-use development at appropriate intersections of streets along Scenic HWY 98, while keeping commercial development focused on properties directly adjacent to or accessible from HWY 98 and protect the long-term single-family residential zones in the area. The City shall also develop and incentivize all efforts to expand public beach and access by encouraging low-intensity commercial and mixed-use development and redevelopment of single or multi-family units south of Scenic HWY 98. Developing pedestrian scale multi-modal infrastructure should also be a priority of the city to reduce the vehicle and

pedestrian conflicts along the streets within Crystal Beach.

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

The Airport Planning Area intends to provide and facilitate the continued use of General Aviation at the Destin Executive Airport at current and projected use levels while planning for future airport growth within its present boundaries. To accomplish this, The Airport Planning Area should align with the Destin Executive Airport's "Airport Layout Plan" as adopted and periodically updated. In addition, a collaborative program between airport staff, city staff, the development community, and residents should be developed, encouraged, and maintained to mitigate encroachment issues from development upon the airport and aviation uses upon the surrounding neighborhoods and other areas.

~~**Harbor Planning Area.** The South Harbor Planning Area (SHPA) is that area generally extending along the north shoreline of the Harbor as depicted on (Map 1-1a). Development along this segment of the Harbor's north shoreline shall accommodate a "festive market place" environment, as defined in the Glossary, to include tourist commercial and mixed use development that shall be planned and designed to encourage public access to waterfront views, foster a free flowing pedestrian-oriented environment that does not wall off access to the shoreline, promote convenient public access to the planned Harbor boardwalk, and reinforce the identity of the Harbor as a world-class fishing village that is open to the public.~~

~~The North Harbor Planning Area (NHPA) is that area bounded generally on the south by Harbor Boulevard and on the west by Calhoun Avenue as depicted on (Map 1-1a).~~

~~The "NHPA" shall complement the "SHPA". The NHPA shall promote those uses permitted in the SHPA, as well as encourage long-term residential uses. Design criteria shall include a multi modal transportation system and strategic pedestrian accessways that link the NHPA and SHPA areas (cross-reference Policy 1-2.4.3.) The continuing Comprehensive Planning process and the revisions to the LDC shall use the Destin Harbor Area Master Plan as a technical support document for implementing Harbor Area Redevelopment and Policy 1-2.4.3.~~

~~The adopted future land use plan concepts for the Harbor Community Redevelopment Area (Harbor CRA) have been integrated into the Comprehensive Plan and have been incorporated into the FLUM (Map 1-1). In addition, the Transportation Element has incorporated street and transit improvements that reinforce CRA Plan Goals, Objectives, and Policies. The Harbor Planning Area, as delineated on Map 1-1a, has been designated as a focal point for reinvestment in a community mixed use commercial center anchored by the Harbor Blvd. Corridor.~~

~~The City has adopted the Harbor Redevelopment Plan, which includes the following major objectives within the Harbor CRA:~~

~~a.Improve the function and form of Harbor Boulevard within the Harbor CRA by creating a safe pedestrian environment and a corridor that safely accommodates both pedestrian and vehicular traffic, including appropriately designed crosswalks, effective pedestrian signalization, lighting, and quality landscape design and signage.~~

~~b.Preserve water dependent uses as defined in the Glossary of the Comprehensive Plan. The intent is to preserve fishing fleet activity that is open to the public and prevent the walling-off of the Harbor shoreline.~~

~~c.Preclude permanent residential facilities along the Harbor waterfront, unless such residential facilities are in the form of site specific mixed use development that incorporates commercial retail components that foster and encourage access by the public to the Harbor Boardwalk. Long-term residential uses without a commercial component tend to restrict public access to the Harbor and water dependent activities along the waterfront.~~

~~d.Incorporate design criteria that shall assist in enhancing the identity, function, form, design, and vitality of the Harbor CRA, which provides a unique mixed-use waterfront activity center within the western core area of the City.~~

~~e.Implement, monitor, and enhance performance standards ensuring that land development, resource conservation, and infrastructure issues within the harbor area are managed in a manner consistent with accepted best management principles and practices. The "SHPA" regulations should encourage a variety of opportunities for recreation, tourist commercial living accommodations and facilities, including but not limited to such activities as restaurants, specialty shops, fishing and marina related goods and services, and facilities supporting pedestrian linkages. The "SHPA" regulations shall protect property rights, and the environment, and foster compatible uses.~~

~~f.Preserve clusters of canopy trees and other special native trees due to their size, age, historical, aesthetic, or cultural significance, as prescribed in the LDC.~~

~~2.**Town Center CRA and Main Street.** The City shall promote the image, function, and design of the Town Center CRA and Town Center Mixed Use area, a planned pedestrian-oriented mixed use center of employment, commerce, city center living, as well as civic and cultural enrichment. As part of this initiative the City shall continue to implement the adopted Community Redevelopment Plan, including the tax increment finance program and a regulatory program that assists in implementing:~~

~~a.Grid street system that enhances access to and with the Town Center and sub-areas of the CRA.~~

~~b.Design criteria that incorporate pedestrian and streetscape amenities, criteria for achieving the form, function, and design promoted in the adopted Community Redevelopment Plan.~~

~~c.Transit system that links the Town Center with the Harbor area, major center of activity along the Emerald Coast Parkway corridor, and other activity centers that generate patrons who seek the Town Center and Harbor areas for leisure activities, shopping, and/or employment.~~

~~Prior to the next EAR, the City shall develop a Comprehensive Master Development Plan for all or a substantial portion of the Town Center CRA. This plan shall provide a design, street, and phasing framework for the redevelopment of the Town Center. The plan shall include detailed site and building development standards. The plan shall include an implementation plan that may use concepts such as transfer of development rights to obtain necessary community elements such as community open space within the CRA.~~

~~The adopted future land use plan concepts for the Community Redevelopment Area (CRA) have been integrated into the Comprehensive Plan. After such time as the Comprehensive Master Plan has been developed the FLUM (Map 1-1) may be amended accordingly. The City Council shall implement the adopted CRA Plan after duly scheduled public hearings, including consideration of specific program designs and alternatives required to achieve redevelopment objectives within the designated Community Redevelopment Area and available funding resources.~~

~~3.**Crystal Beach Planning Area (Map 1-1a).** Sub areas within the Crystal Beach Planning Area shall promote commercial and mixed use development. Such areas include the Danny Wuerffel Way and Emerald Coast Parkway intersection, which is a principal point of entry to the City of Destin east side. Prior to the next EAR, the City shall establish a preservation overlay zone within the Crystal Beach Planning Area. The intent of the overlay is to protect established single-family residential neighborhoods with a low-intensity character from encroachment by more intense development. The City shall establish standards for this neighborhood preservation overlay district which shall be primarily located within CBN. The City shall designate maximum densities and intensities based on established patterns of residential development. Development in the overlay shall be of a primarily single-family residential character.~~

~~4.**Holiday Isle Planning Area (HIPA) (Map 1-1a).** The Holiday Isle Planning Area consists of several subareas. The Holiday Isle Mixed Use is a land use district within HIPA intended to be developed with a mix of commercial, short and long term residential, commercial transient living accommodations and yacht club/marina uses. The area is largely built out and in the future this area is anticipated to undergo limited infill development. Within HIPA there are also areas that consist of residential uses. Prior to the next EAR the city shall study whether a preservation overlay with additional protections is appropriate for areas within LDR within the Holiday Isle Planning Area to preserve the single-family residential character of this area or some subset of this area.~~

~~5.**Gulf Resort Mixed Use Area (Map 1-1a).** The Gulf Resort Mixed Use area is a major mixed use tourist destination that is the City's most intensely developed area for short and long term residential, commercial transient living accommodations, and commercial uses. The area is largely built out and in the future this area is anticipated to undergo infill and redevelopment. Incentives shall be developed to encourage provision of public beach access where possible (See Policy 1-3.2.5).~~

***

Policy 1-2.2.2: Low Density Residential (LDR). Areas designated "LDR" shall be developed, redeveloped and/or maintained and conserved as single-family (SF) long-term residential uses. Lots and parcels in the Village Planning Area (VPA) or the ~~East~~ Harbor Planning Area (~~E~~HPA) (Map 1-1a) that are designated "LDR" shall not be allowed to develop or redevelop short-term residential uses or nonresidential uses. However, lots and parcels designated "LDR" within the Holiday Isle Planning Area (HIPA) shall be allowed to develop and/or be maintained as short-term residential uses, but nonresidential uses shall be prohibited. The "LDR" designation includes lots and parcels that may be developed up to the following maximum development standards:

***

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~~,~~ and 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:

***

Policy 1-2.4.3: Mixed Use (MU). The "MU" designation provides an intense mix of residential and nonresidential uses within the Town Center, Calhoun, North and South Harbor, Gulf Resort, Bay Resort, and a small area within the Holiday Isle FLUM designations ~~Planning Areas~~. The intent of the "MU" designation is to promote innovative arrangements of development types in strategically located areas of the City that have or are planned to accommodate a mixture of residential and commercial activities in close proximity to each other, achieve compact development, and reduce total trips on the roadway system.

The "MU" FLUM designation allows an intense mixture of residential and commercial activity. Residential uses shall include long-term and short-term residential uses. The LDC shall describe a comprehensive list of other allowable nonresidential uses, such as medical related facilities, retail establishments, general commercial uses, offices, commercial hotels, motels, bed and breakfast establishments, other commercial transient living accommodations, and recreational uses. The following policies shall apply to the respective mixed use areas identified below:

***

OBJECTIVE 1-3.4: ENCOURAGE REDEVELOPMENT AND RENEWAL. In addition to Community Redevelopment Agency effort identified in Objective 1-3.3 and in the Policies that implement Objective 1-3.3, the City of Destin shall pursue redevelopment in other areas, such as the ~~North and South~~ Harbor Planning Area~~s~~ that have a unique history, style, and look that the City seeks to preserve. The City shall maximize the use of what already exists by protecting, restoring and enhancing the existing assets, including the ~~North and South~~ Harbor Planning Area~~s~~. The City shall provide for the redevelopment and renewal of blighted, under-utilized, or depreciating areas through the implementation of the following Policies.

***

SECTION 6: ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:

The City of Destin's Future Land Use Map is hereby amended by establishing the following Planning Areas, which areas of land are generally described and depicted on Exhibit A, attached hereto and fully incorporated herein by this reference.

Village Planning Area (approx. 1898 acres)
Harbor Planning Area (approx. 376 acres)
Holiday Isle Planning Area (approx. 353 acres)
Gulf Resort Planning Area (approx. 209 acres)
Town Center Commons Planning Area (approx. 752 acres)
Crystal Beach Planning Area (approx. 651 acres)
Henderson Planning Area (approx. 213 acres)
Airport Planning Area (approx. 225 acres)

***

SECTION 7: TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning Agency, in accordance with the Community Planning Act.

SECTION 8: INCORPORATION INTO COMPREHENSIVE PLAN.

Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

All prior inconsistent ordinances and resolutions adopted by the City of Destin City Council, or parts of ordinances or resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

SECTION 9: SEVERABILITY.

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

SECTION 10: EFFECTIVE DATE.

The comprehensive plan amendment shall not become effective until 31 days after the State Planning agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date that the Administration Commission enters a final order determining the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it has become effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS ___ DAY OF _____ 2022.

BY: _____
Gary Jarvis, Mayor

ATTEST:

_____
Lance Johnson, City Manager

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

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

ITEM # 2022-5678

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: September 8, 2022
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

THRU: Jeffrey Cozadd, Grants Manager
lisa Firth, Parks & Rec Director
Louis Zunguze, Community Development Director
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: July 1, 2022

SUBJECT: Second reading of Ordinance 22-12-CN - Approving the form and authorizing execution and delivery of an interlocal agreement between the City of Destin and Okaloosa County to facilitate the city's acquisition of certain beach property and the development or redevelopment of such property for public recreation and tourism purposes, and to establish the respective financial obligations of the city and county associated therewith.

I. BACKGROUND: Shore of Crystal Beach Park

In October 2020, Okaloosa County executed an interlocal agreement with the City of Destin to improve beach access in Destin by acquiring and developing three gulf-front parcels adjacent to the Shore of Crystal Beach Park. In this original agreement, the parties agreed the County would bear 59% of the cost, and the City would provide 41%.

In that agreement, the City would be responsible for demolition of purchased parcels while Okaloosa County would procure and begin the design process for a park. In practice, all these costs are being split 59/41, with Destin being reimbursed for a proportionate share of demolition costs and Destin reimbursing the County for proportional design costs.

The Trust for Public Land originally entered into a negotiated purchase agreement with all three parcel owners in the Shore of Crystal Beach park area. Two of those parcels were purchased on the original closing date, while the owner of the short-term rental property at 2968 Scenic Highway 98 unexpectedly terminated the purchase agreement shortly before the closing date.

This center parcel at 2968 is critical to the future plans for the Shore at Crystal Beach. The two other parcels purchased by the city have since been cleared of structures for public use.

In July 2021, Council unanimously approved resolution 21-07, which determined the necessity to acquire the property at 2968 Scenic Highway 98 for public use. At this meeting, the City Attorney announced staff would bring an update to Council if further voluntary negotiations came to an impasse.

The Okaloosa County Board of County Commissioners then adopted resolution 21-103, which outlined the county's support for the City of Destin's acquisition of this property for public use.

All subsequent efforts to negotiate with the short-term rental owner at 2968 Scenic Hwy 98 reached an impasse. Staff provided an update to Council on the project and legal and city staff have moved forward with the eminent domain process so that the Shore at Crystal Beach project can be finished.

The final cost of the Shore of Crystal Beach Project from acquisition to operation of a full park is estimated to be $15,750,000. A revised interlocal agreement is needed to finish The Shore of Crystal Beach Park project.

TDD Municipal Sharing Revenue

In September 2021, Okaloosa County executed a new interlocal agreement with all nine municipalities. In this new agreement, the County will set aside 12.5% of its total revenue generated by the first five pennies of the TDT for use by the municipalities for the 20-year period beginning March 2022 and ending February 2042. In a separate interlocal agreement, the municipalities agreed that the City of Destin would receive 48.5% of the 12.5% set-aside.

Based upon the trend reports from 2019-current, the City and the TDD conservatively estimate the City of Destin's share to amount to approximately $1.6 million per year. These funds are provided on a cost-reimbursement basis. The City must request its portion each year and, in accordance with Florida Statute section 125.0104, the projects must be reviewed and approved by the TDD and the County. Also, in accordance with section F.S. 125.0104, authorized uses of TDT expenditures are generally restricted to projects that increase tourism and/or improve tourist experiences in our locality. Beach acquisition and improvement is specifically recognized by the statute as an authorized use.

After Council approval, on March 7, 2022, the City applied for 2022 and 2023 funding from the TDD to include the Phase I/Shore at Crystal Beach project.

Traditional waterfront park maintenance money provided to Destin (~$450K annually) is no longer prioritized by the TDD out of the County's allocated budget. Per Okaloosa County, that is due to the municipal set-aside funding mechanism.

For the draft FY23 budget, the TDD has budgeted $258K for Destin park maintenance funds, above the City's 12.5% municipal share of revenue. There is no guarantee the park maintenance funding will be included in the final FY23 budget. City representatives have been told that it will not continue into the future.

Tarpon Beach

A new opportunity (Tarpon Beach) to acquire 340 linear feet of gulf-front property has arisen through the City's partnership with the Trust for Public Land. The purchase price of the Tarpon Beach parcels would be $14,050,000 (purchase price plus anticipated closing costs) and the total cost to begin operation of a park would be $16,750,000. This parcel is centrally located in the Crystal Beach area between James Lee Park and the Shore of Crystal Beach. A park in this location would provide a geographically balanced set of public beach parks throughout the Crystal Beach area. It would provide walkability as well as increased accessibility of waterfront amenities throughout Crystal Beach.

Interlocal Agreement

To assist with the potential acquisition of Tarpon Beach as well as to finish the Shore at Crystal Beach Park project, Okaloosa County and City Staff are proposing to Council a new interlocal agreement for a not-to-exceed amount of $32,500,000. Beach Purchase #1 Shore at Crystal Beach has been revised to include park construction, design, demolition and the final middle parcel acquisition to an estimated $15,750,000 (increased from the original estimate of $10.6 million) to be completed with the original agreed-upon 41% City and 59% County (TDD) funding allocation. Beach Purchase #2 acquisition and development is estimated to be $16,750,000 and is to be completed with a 50/50 split of expenditures between the City and the TDD. In addition, the County is offering in this agreement to front nearly $10 million to the City from the TDD's reserves, to be repaid to the TDD in the amount of $1 million per year until fully repaid (Advanced Funding Agreement). This proposed agreement requires the City Council's and Board of County Commissioners' approval to proceed. Because of City Charter requirements relating to the borrowing of money, this item is being brought in an ordinance form with the Interlocal Agreement attached thereto.

Bulk Purchase Agreement

Also attached as Attachment 5 (ATT5), is a Bulk Purchase Agreement with the City as the Buyer and the Trust for Public Land, Inc. as the Seller. Upon execution, the Bulk Purchase Agreement will bind the Trust to sell to the City the three adjacent properties comprising Tarpon Beach at a purchase price of $14 million. Closing is scheduled to occur in November 2022.

II. DISCUSSION: The City of Destin and Okaloosa County plan to finish the Shore of Crystal Beach Park project in 2023 (Beach Project #1)

The Tarpon Beach parcels, owned by one entity, are a rare opportunity for a 340' beachfront park in Destin (Beach Project #2). Purchasing the parcels and developing a park could accomplish the Council's objective of Public Beachfront Acquisition.

One potential source of funding for waterfront park maintenance could be a portion of the $1.6 million from the annual municipal share of the TDD funding. If that funding source is used for maintenance and Destin and the County proceed forth with the Tarpon Beach acquisition, then the municipal share of the TDD revenue stream will be almost fully encumbered for the next 10 years by these expenditures.

TDC Funding LT Projection	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
TDC Allocation (48.5% of the 12.5%)	1,024,920	1,630,000	1,630,000	1,630,000	1,630,000	1,630,000	1,630,000	1,630,000	1,630,000	1,630,000	1,630,000
Projects:											
Waterfront Park Operations & RR		200,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Repayment of Advanced Funding Agreement		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Captain Royal Melvin (landscaping)	120,000										
Boardwalk RR	500,000										
Crystal Beach Acquisition	404,920										
Crystal Beach Park Development		509,736									
Projects TBD											
Total Projects	1,024,920	1,709,736	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Cumulative Carryforward Balance	-	(79,736)	50,264	180,264	310,264	440,264	570,264	700,264	830,264	960,264	1,090,264

The above table depicts the projected revenues from the City's allocation of TDD funding for the 10 year period ending September 2032. As mentioned above, TDD has informed the City of their intention to end the traditional means for annual financial support of maintaining the waterfront parks. Traditionally, the County has granted up to $400,000 per year for operations (personnel, utilities, repairs) and $59,000 per year for the capital replacement program (replacing boardwalks and fixtures). TDD has proposed to reduce the traditional means of funding this program down to $258,000 for FY 2023 and then to $0 for future years. The TDD recommends the city use the City's allocation of TDD funding for maintenance. This would require the use of $200k of our portion of the TDC Municipal Interlocal Agreement funds in FY2023 for waterfront maintenance. The table above shows the City's intent to use the FY2023 allocation towards completing the development at Crystal Beach in accordance with the current (and proposed restated) Interlocal Agreement.

In order to execute the advanced funding portion of this interlocal agreement, the City will need to adopt an authorizing ordinance pursuant to 3.12(b)(5) of the municipal charter.

A. Link to Strategic Goals / Objectives: Strategic Goals:
I. Financially sound city providing service excellence
II. Enhanced quality of life and safety for families
III. Economic development and revitalization
V. Improve mobility and connectivity
VI. A green and sustainable environment

Council Objectives - Important Priority:
1.3 Public Beachfront Acquisition Initiative

B. Effect on Budget (EOB): Adoption of this revised Interlocal Agreement will affect the FY 2022 and FY 2023 Budgets.

To complete the Crystal Beach project, the City will need to provide $3.5 million (41% x $8.6 million). Staff propose $990k Oka 1/2 Penny, $1.625m from TDC Advanced Funding Agreement, and $914k from granted allocations of FY22 and FY23 TDC municipal share.

To accomplish Beach project #2, the City's **50% share** ($8.3 million) will come entirely from the TDC Advanced Funding Agreement.

The below table depicts the new interlocal by total funding for Beach Projects (includes expenditures to date for Beach 1):

ORG	Description	Beach 1 interlocal #1 41/59 Crystal Beach	Beach 2 interlocal #1 50/50	GRAND TOTAL
12957231	Oka 1/2 Penny	3,917,844		3,917,844
30557212	TDC 48.5% of the 12.5)	914,656		914,656
30557212	TDC Advanced Fundin	1,625,000	8,375,000	10,000,000
	Subtotal City 41%	**6,457,500**	**8,375,000**	**14,832,500**
30557237	BOCC	9,292,500	8,375,000	17,667,500
	Subtotal County 59%	**9,292,500**	**8,375,000**	**17,667,500**
	Grand Total	***15,750,000***	***16,750,000***	***32,500,000***

Updated Funding Summary for Beach #1 Project by Fiscal Year.

ORG	Description	Beach 1 interlocal #1 41/59 Crystal Beach (FY 2021 Actual)	Beach 1 interlocal #1 41/59 Crystal Beach Land Acquisition (FY22 YTD Actuals)	Beach 1 interlocal #1 41/59 Crystal Beach Land Acquisition (FY22 YTD Encumbrances)	Beach 1 interlocal #1 41/59 Crystal Beach Land Acquisition (FY22 Projected)	Beach 1 interlocal #1 41/59 Crystal Beach Development (FY23)	GRAND TOTAL
12957231	Oka 1/2 Penny	2,818,990	36,881	71,941	990,032		3,917,844
30557212	TDC 48.5% of the 12.5)				404,920	509,736	914,656
30557212	TDC Advanced Funding Agreement				1,268,902	356,098	1,625,000
	Subtotal City 41%	**2,818,990**	**36,881**	**71,941**	**2,663,854**	**865,834**	**6,457,500**
30557237	BOCC	4,054,948	53,072	103,524	3,835,000	1,245,956	9,292,500
	Subtotal County 59%	**4,054,948**	**53,072**	**103,524**	**3,835,000**	**1,245,956**	**9,292,500**
	Grand Total	***6,873,938***	***89,953***	***175,465***	***6,498,854***	***2,111,790***	***15,750,000***

The effect on the FY 2022 Budget will require a budget amendment, increasing the FY 2022 Budget by $3,409,263. The $2.1 million to complete Crystal Beach Development and the $16.75 million to accomplish Beach Project #2 have been entered into the proposed FY 2023 Budget.

FY 2022 Budget Impact

	12957231 Oka 1/2 Penny	30557212 TDC 12.5%	30557237 BOCC	TOTAL
561000-CM001 Land-Beach Program	$ 2,699,850	$ -	$ 2,256,156	$ 4,956,006
FY22 Adopted Budget	2,699,850	-	2,256,156	4,956,006
PY Rollforwards for Open Encumbrances	16,277	-	-	16,277
Budget Amendment		1,673,822	1,735,441	3,409,263
Revised Budget	2,716,127	1,673,822	3,991,597	8,381,546
Previous Expenses/Encumbrances	(108,821)	-	(133,173)	(241,994)
Available Program Budget	2,607,306	1,673,822	3,858,423	8,139,552
This Agreement +(-)	-	-	-	-
FY22 Remaining Program Budget	$ 2,607,306	$ 1,673,822	$ 3,858,423	$ 8,139,552

A draft Budget Amendment is attached, which will need to be updated and adopted through a Budget Amendment Ordinance if this interlocal agreement is approved.

C. <u>Level of Service (LOS)</u>: Increased Level of Service

D. Legislative Sponsor: Teresa Hebert

III. CONCLUSION: By entering into the new interlocal agreement, the City and County can proceed forward to finish Phase I of the beach acquisition project at The Shore of Crystal Beach (41% City Contribution and 59% County Contribution) as well as purchase 340' of additional beach footage at Tarpon Beach and developing park amenities (50% City / 50% County contributions). All parks will be operated by the City of Destin upon completion.

This effort would accomplish the City Council's important strategic objective for FY21/22, 1.3 Public Beachfront Acquisition Initiative.

If maintenance of Destin's waterfront parks is paid for by the municipal share of TDD revenue, then these 2 projects would mostly encumber Destin's portion of TDD's municipal revenue for the next 10 years.

In order to act upon the advanced funding clauses of this interlocal agreement, the City will need to adopt an authorizing ordinance pursuant to 3.12(b)(5) of the municipal charter.

Since first reading of the Ordinance, the City's Parks and Recreation Committee considered it and recommended approval on a 4-1 vote. The County Commission also approved the Interlocal on a 4-1 vote at its August 16th regular meeting.

IV. RECOMMENDED MOTION: I move to approve Ordinance 22-12-CN on second reading and to direct the City Manager to execute the Bulk Purchase Agreement with the Trust for Public Land, Inc. for the purchase of Tarpon Beach and proceed with closing on that property.

Attachments:

1. Ordinance 22-12-CN - Approving Interlocal Agreement for Beach Purchase - final
2. ATT 1 / Appendix A - Amended and Restated Interlocal Agreement for Beach Acquisition - final
3. ATT2 - Okaloosa County Interlocal Agreement 2020 Public Beach Acquisition Project
4. ATT3 - Resolution 21-07 Acquire Property for Public Use
5. ATT4 - BOCC Resolution 21-103
6. ATT5 - Bulk Purchase Agreement -PS TPL to

Destin - Tarpon 8.26.22

7. 2022 0801 Budget Amendment BEACH INTERLOCAL
8. Marr Appraisal 220403_3310 Scenic Hghway98
9. EQ 220071 Scenic 98 Blasbichler
10. Survey

ORDINANCE NO. 22-12-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA APPROVING THE FORM AND AUTHORIZING EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND OKALOOSA COUNTY TO FACILITATE THE CITY'S ACQUISITION OF CERTAIN BEACH PROPERTY AND THE DEVELOPMENT OR REDEVELOPMENT OF SUCH PROPERTY FOR PUBLIC RECREATION AND TOURISM PURPOSES, AND TO ESTABLISH THE RESPECTIVE FINANCIAL OBLIGATIONS OF THE CITY AND COUNTY ASSOCIATED THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the City of Destin, Florida (the "City Charter"), and other applicable provisions of law.

SECTION 2. Findings. It is hereby ascertained, determined and declared as follows:

(A) The acquisition and improvement of public beach is a preeminent goal, the furtherance of which ensures the continued economic viability of the City of Destin, Florida (the "City") and Okaloosa County, Florida (the "County") as a whole as well as specific benefits to tourism and the general public.

(B) In furtherance of this preeminent goal, the City and the County are working together to acquire and develop and/or redevelop public beach property within the City's municipal limits (the "Acquisitions").

(C) The City and County anticipate that implementation of the Acquisitions will occur in several phases.

(D) The City has partnered with the Trust for Public Land, Inc. (the "Trust"), to further the Acquisitions.

(E) In furtherance of Phase I of the Acquisitions, the City and County agreed to purchase three parcels of real property adjacent to an existing City beach park (the "Phase I Properties") from the Trust.

(F) Two of the three Phase I Properties have already been acquired by the City, and the City is in the process of acquiring the third.

(G) The Trust is under contract to purchase four platted lots of real property (the "Phase II Properties") and has offered to sell such properties to the City. The Phase II Properties are contiguous properties in an ideal spatial location to provide additional beach access, and collectively represent a second phase of the Acquisitions

(H) The City and the County have each agreed to fund portions of the purchases of the Phase I Properties and Phase II Properties (collectively the "Properties") to include their redevelopment into usable public properties.

(I) The County and all nine municipalities located within the County have entered into an interlocal agreement dated September 8, 2021 to allocate 12.5% of the first 5 pennies of Tourism Development Tax ("TDT") funding received for tourism uses by the cities, of which 48.5% is allocated through a separate interlocal agreement amongst just the municipalities for use by the City of Destin (the "City's TDT Allocation").

(J) To save money, as well as to facilitate the Acquisitions and assist the City, the County has agreed to advance fund the City with up to $10,000,000 from TDT reserves, and the City shall repay such amount to the County, without interest, over a 10 year term with payments of at least $1,000,000 annually, from the City's TDT Allocation.

(K) The City and the County have determined to enter into an interlocal agreement (the "Interlocal Agreement") to facilitate the City's acquisition of the Properties and the development or redevelopment of the Properties for public recreation and tourism purposes, and to establish the respective financial obligations of the City and County associated therewith including the City's covenant to budget and appropriate non-ad valorem revenues in the manner and to the extent described therein if necessary to repay funds advanced by the County for such purposes, in the event that the City TDT Allocation is insufficient.

(L) The Interlocal Agreement provides for the borrowing of money by the City from the County and therefore must be authorized by ordinance pursuant to Section 3.12(b)(5) of the City Charter.

SECTION 3. Interlocal Agreement. The City Council hereby approves, authorizes and directs execution and delivery of the Interlocal Agreement in substantially the form attached hereto as Appendix A, with such omissions, insertions, and variations as may be necessary and/or desirable and approved in consultation with the City Attorney prior to the delivery thereof, with such necessity and/or desirability and approval to be evidenced by the execution and delivery thereof, and to execute and deliver any and all papers and instruments to do and cause to be done all acts and things necessary or proper for carrying out the actions contemplated by this Ordinance and the Interlocal Agreement. The Mayor, as attested by the City Clerk, or in each case their duly authorized designee, are hereby authorized and directed to execute and deliver the Interlocal Agreement.

SECTION 4. Effective Date. This Ordinance shall take effect immediately upon its passage and enactment.

(SEAL)

_____
Gary Jarvis, Mayor

ATTEST:

_____
Lance Johnson, City Manager

_____
Rey Bailey, City Clerk

First Reading _____, 2022

Second Reading _____, 2022

Approved as to form for the City of Destin, only:

_____
Kyle S. Bauman, City Attorney

APPENDIX A

FORM OF INTERLOCAL AGREEMENT

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND THE CITY OF DESTIN FOR ACQUISITION, DEMOLITION, DESIGN, AND CONSTRUCTION AND OTHER MATTERS RELATED TO THE PUBLIC BEACH/GULF FRONT PUBLIC PARK PROPERTY

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

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

WHEREAS, in furtherance of this preeminent goal, the County and the City are working together to acquire and develop and/or redevelop public beach property within the City's municipal limits (the "Acquisitions"); and

WHEREAS, the Parties anticipate that implementation of the Acquisitions will occur in several phases; and

WHEREAS, the City has partnered with the Trust for Public Land, Inc. (the "Trust") in furtherance of the Acquisitions; and

WHEREAS, in furtherance of Phase I of the Acquisitions, the Parties entered into an Interlocal Agreement (C21-3007-BCC) dated October 20, 2020, in which the Parties mutually agreed to purchase three parcels of real property more particularly described in the attached Exhibit "A" (the "Phase I Properties") from the Trust; and

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

WHEREAS, two of the three Phase I Properties have already been acquired by the City, with the last property in the middle, pledged to be acquired by the City through eminent domain proceedings for public use; and

WHEREAS, the City, in furtherance of the eminent domain proceedings against the last property of the Phase I Properties to be acquired, has passed a Resolution of Necessity and the County has passed a Resolution of support for those efforts; and

WHEREAS, in Phase II of the Acquisitions, the Trust has targeted and is under contract to purchase four platted lots of real property more particularly described in the attached Exhibit "B" (the "Phase II Properties"); and

WHEREAS, the Phase II Properties are contiguous properties in an ideal spatial location to provide additional beach access and as of the date of this Interlocal are owned by a single, uniform Seller; and

WHEREAS, the Phase II Properties collectively represent a second phase of the Acquisitions; and

WHEREAS, the Trust has sold two of the three Phase I Properties and has offered to sell the Phase II Properties to the City; and

WHEREAS, the Parties have each agreed to fund portions of the purchases of the Phase I Properties and Phase II Properties (collectively the "Properties"), as described herein to include their redevelopment, into usable public properties; and

WHEREAS, the County and all nine municipalities located within the County have entered into an Interlocal Agreement, dated September 8, 2021 to allocate 12.5% of the first 5 pennies of Tourism Development Tax ("TDT") Funding received for statutorily allowable tourism uses by the cities, of which 48.5% is allocated through a separate interlocal agreement amongst just the municipalities for use by the City of Destin (the "City's TDT Allocation"); and

WHEREAS, the full costs of the Acquisitions from purchase to usable park properties includes, but is not limited to, the costs for purchase (including condemnation of the final of the Phase I Properties), demolition, design, permitting, and construction and are estimated to cost $32,500,000.00, as budgeted in Exhibit "C"; and

WHEREAS, the County's portion of the funding and most if not all of the City's portion of the funding will be funded with "Tourism Development District Funding" with the specific purpose and intent of promoting tourism by increasing beach access and therefore from a tourism perspective specifically wants the property available equally to all County residents and guests/visitors alike without hinderances; and

WHEREAS, this Agreement is intended to formalize the Parties' relationship and describe how the Acquisitions will proceed forward.

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

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

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

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

SECTION 4. **DETAILS OF THE ACQUISITIONS**. The Acquisitions shall consist of the acquisition, demolition and improvement of the Properties. The Phase I Properties and Phase II Properties are more particularly described in the attached Exhibit "A" and Exhibit "B", with the combined cost estimated of both projects in acquisition to improvement in Exhibit "C".

SECTION 5. **FUNDING/COMMITMENTS FOR THE ACQUISITIONS.**

A. Estimated Contributions. The Parties agree to fund the complete costs of the Acquisitions as shown in Exhibit "C" at 59% County and 41% City for the Phase I Project/Properties and 50% each for the Phase II Project/Properties. Additional costs above the amounts budgeted in Exhibit "C" shall continue to be split at the same percentages between the Parties.

B. City Advance Funding. To save money, as well as to facilitate the Acquisitions, and assist the City, the County agrees to advance fund the City with up to $10 Million dollars from TDT Reserves for this purpose. Repayment to the County shall come from the City's TDT Allocation as described in the "Whereas" clauses above. Except as set forth in subsection 5.C below, the County shall not charge the City any interest for the initial ten (10) year period. The amount owed shall be repaid as follows:

1) The entirety of the advanced funding shall be repaid by the City within ten (10) years of the date that the advanced funding is distributed to the City. Payment shall come in the form of a deduction from the City's TDT Allocation. First repayment in the form of a deduction from amounts allocated shall occur on or before September 30, 2023.
2) The City shall commit at least $1 Million annually of the City's TDT Allocation to servicing the debt described in this Section.
3) If the City's TDT Allocation does not amount to a total of at least $1 Million in a single fiscal year, then the County shall have the right to set off any deficiency against any unallocated money the City may have accrued in the City's TDT Allocation from an earlier fiscal year.
4) If a deficiency remains after the set off described in subsection 5(B)(3), then the total amount owed by the City towards the service of this debt shall be rolled over to the next fiscal year for the initial ten (10) years. Any future

City's TDT allocations, regardless of the dollar amount, would then be applied to bring any debt payment status current to eliminate the deficiency.

5) If after year ten (10) the offsets from the City's TDT Allocation have not been sufficient to pay off the debt owed, offsets will continue until the debt is fully paid. After the tenth year, the County in its sole discretion may withhold the entirety of the City's TDT Allocation, whether it exceeds $1 million dollars until the debt is paid in full.
6) In no event shall the debt continue for a duration beyond twenty (20) years from March 1, 2022, without further written approval by the Board of County Commissioners.
7) The City, at its option, may voluntarily agree to pay more on any given year or prepay the debt to the County at any time through any lawful means.
8) The City's obligation hereunder shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the City's TDT Allocation in accordance with the terms hereof. The County shall never have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the City's obligations hereunder, or be entitled to payment of such obligations from any funds of the Issuer except from the City's TDT Allocation as described herein.

C. It is acknowledged by the Parties that the advanced funding established in subsection 5.B above is being funded from TDT reserves set aside for purposes of beach restoration in the event of a natural disaster. If the County, in its discretion or as a result of a mandate or order by another governmental entity, provides beach restoration as a result of natural events and circumstances beyond the control of the County, which include but are not limited to, tornados, tropical depressions, tropical storms, flooding, hurricane, earthquake, or other natural disaster, and the County borrows funds to pay for such beach restoration, the City will be charged the borrowing rate of interest incurred by the County on the balance of amounts owed by the City for the duration of the loan. Any amounts owed pursuant to this subsection shall be added to the City's outstanding repayment obligations as those repayment obligations are described in subsection 5.B and is subject to the same terms.

D. The Parties agree that neither is responsible to pay for the attorneys' fees or the fees of any other professional that one of the Parties unilaterally may elect to employ in the furtherance of the Acquisitions.

E. <u>City Eminent Domain/Condemnation of Crystal Beach Parcel</u>. The Parties warrant and agree to act in good faith and commit to make every reasonable effort to ensure

that the final Phase I Property is acquired. Specifically, to that end, the City agrees to institute legal condemnation proceedings for the remaining lot of the Phase I Properties and to implement said proceedings as soon as reasonably practicable. The final Phase I Property shall be condemned through a "quick take" as provided in Florida Statutes. The County agrees to make its legal counsel reasonably available to assist the City and shall permit the City to hire the County's legal firm to pursue the referenced condemnation without a conflict, but with costs covered as part of the Acquisitions. Costs for this expense are budgeted in Exhibit "C".

SECTION 6. PROPERTY CLOSINGS.

A. Timing. Closings of each Property shall occur as soon as reasonably practicable. The Parties shall schedule the closings to occur on mutually agreed upon date(s).

B. Funding Warranty. The Parties warrant and agree that each shall have the ability to fund the closings on the dates the closings are scheduled to occur.

C. Title Policy. The City shall obtain an owner's title policy with the City being the named insured as to each of the individual Properties in an amount equal to the purchase price allocated to each respective parcel. The title policies shall ensure marketable title as to each Property being acquired. The County shall be provided the title policies for review and upon review will provide concurrence/non-concurrence of the title policies.

SECTION 7. OWNERSHIP OF THE PROPERTIES.

A. Fee Simple Title. Upon closing, the City shall own fee simple titles to the Properties.

B. Covenants. The City shall execute and record all documentation necessary to ensure that the Properties are subject to a perpetual covenant running with the land requiring that the Properties be used only for public recreation and tourism purposes. Such documentation shall be reviewed and approved by the County prior to execution and recording by the City. In addition to traditional recreational and tourism purposes, such covenant uses may include, but shall not be limited to: parking, restrooms, changing rooms/showers, recreational/food vendors, tourism outreach booth, lifeguard stand, beach maintenance access/storage. Modification or removal of the covenants shall require mutual consent of the Parties in writing.

C. Future Sale, Lease, or Encumbrance of the Properties/Acquisitions. The City shall not sell, lease, or encumber the Properties/Acquisitions in any manner absent the written consent of the County. The intent of the Parties is to utilize the Properties for public recreational purposes. Should the City permit the Properties/Acquisitions to be used in a manner inconsistent with the Parties' intent, the City shall transfer to the County fee interest in the

real estate acquired hereunder sufficient to ensure that the Properties are used in a manner consistent with public recreational purposes. If the Parties should in the future agree to sell any of the Properties/Acquisitions, the proportionate amount of funding expended to acquire, demolish, design/permit and construct the public beach park Project shall first be returned to the Tourism Development District fund at the County. Any remaining proceeds thereafter shall be split equally between the Parties.

SECTION 8. DEVELOPMENT AND IMPROVEMENT OF THE PROPERTIES.

A. Intent. The Parties intend that the development of the Properties shall be limited to uses by the general public for general recreational purposes as typically seen at beach parks (the "Public Beach Parks"). The overall goal of both Phases of the Acquisitions shall be to increase the amount of beach available for use by the general public and the Public Beach Parks shall be designed, developed, and maintained in accordance with this overall goal. This Agreement shall be construed in a manner that reflects this overall intent.

B. Development of the Public Beach Parks.

1. Collaborative Process. The Parties intend to work collaboratively through all phases of development of the Public Beach Parks to develop Public Beach Parks that is consistent with this intent.

2. Comprehensive Plan and Land Development Code. Development of the Public Beach Parks shall be subject to applicable provisions of the City's Comprehensive Plan and Land Development Code. Prior to, but contingent upon acquisition to become effective, or upon acquisition, if not already compliant with the City's Comprehensive Plan and Land Development Code (specifically zoning and any special use approvals) the City agrees to diligently submit and utilize best efforts to pursue such proposed changes to bring such intended use into compliance with the City's Comprehensive Plan and Land Development Code. This shall be completed with all haste to prevent any delay in the redevelopment of the Properties. If not completed with 12 months of each closing the City shall reimburse the County for any funds expended to date.

3. General Design Concepts of the Public Beach Parks. The Parties shall immediately begin work together in designing and implementing a cohesive and functional plan and development of the Public Beach Parks that is consistent with and furthers the overall intent of the Acquisitions. The Public Beach Parks' design shall include basic amenities typically seen at beach parks generally, including but not limited to: adequate parking, restrooms/changing rooms, showers, stormwater detention, sidewalks, landscaping, boardwalks, pavilions, official access, and similar uses. Final design of the Public Beach Parks shall be subject to the approval of both the

Board of County Commissioners and the City Council at duly noticed public meeting(s).

4. Demolition. Except for the existing pavilion and bathrooms on the Phase I Properties/Project, the existing structures on the Properties do not further the overall intent of the Acquisitions. Therefore, the City shall procure a qualified and duly licensed demolition contractor to demolish the existing structures. Such procurement process shall begin immediately after the effective date of this Agreement and shall be issued no later than sixty (60) days from the closing of any of the Properties.

5. Pre-demolition Sale. If feasible, the City may elect to conduct a pre-demolition sale of any salvageable items and fixtures located on the Properties prior to demolition. If such a sale is conducted, the Parties shall be entitled to distributions of any net proceeds from said pre-demolition sale at the same ratio as their contributions.

6. Design, Engineering, and Permitting of the Public Beach Parks. The County shall procure duly qualified and licensed engineers, design professionals from its existing professionally procured library in consultation with the City that it deems to be reasonably necessary to design, engineer, construct, and develop the Public Beach Parks. Any surveying services may be issued after execution of this Agreement. Additionally, the process to secure professional permitting for design, engineering and permitting services may begin immediately after the execution of this amended Agreement. However, in any case such issuance shall occur within ninety (90) days of the closings.

7. Construction of the Public Beach Parks. The City or County shall oversee the procurement and construction of the Public Beach Parks. The decision shall rest with the City Manager, however, the goal of the Parties is for construction to commence as soon as reasonably possible after the last closing, with preference on of less than 90 days following the completion of design and acquiring all the Properties, with an aggressive construction schedule thereafter, reflected in the bid documents.

8. Time is of the Essence/Primary Point of Contact. The Parties agree to utilize best effort to timely bring the Public Beach Park into public service/use as quickly as possible, but still in a fiscally responsible manner. As such the Parties shall each appoint a lead staff person from each agency to spearhead their agency's responsibilities. Such person shall facilitate all aspects of the project to include, but not limited to: all required approvals, payments, legal sign off, signatures, permits – to include fast-tracking all City signage, building, land development code permits and all outside agency permits. The County Appointee shall be the County Public

Works Director. The City Appointee shall be the Deputy City Manager. The lead staff person of either agency may be changed upon written notice to the other agency.

9. Rights and Obligations of the Parties in the Procurement Processes. Following acquisition of the Properties, as part of the procurement processes, the Party handling a specific service or purchase procurement shall make all such procurement documents available to the other Party for review. The reviewing Party shall be permitted to inspect the documents at least 7 days prior to issuance and provide input as to their contents. The City and County shall work in good faith in the drafting of the documents and all such documents shall be designed to further the Acquisitions' overall intent. The County in consultation with the City, shall be responsible for selecting professional firms described in Section 8(B) of this Agreement that are capable of furthering the development of the Public Beach Parks. Such firm may likely be the same firm as Phase 1 since the park developments of the Acquisitions are likely to be similar. For the Construction procurement(s) both Parties shall have at least one individual on the procurement committee.

SECTION 9. MAINTENANCE AND OPERATION.

a. General Maintenance. After the completion of the development, the City shall be responsible for the general maintenance of the Public Beach Parks and ensure that they are kept in a condition permitting the general public to access and enjoy the Public Beach Parks.

b. Tourist Development Taxes. The Parties recognize that Tourist Development Taxes may or may not be potentially available to fund maintenance of the Public Beach Parks. The City shall be permitted to utilize its allocated funding as part of the countywide Interlocal Agreement. The Tourist Development Council and the County may, but shall not be required to, expend additional Tourist Development Taxes to maintain the Public Beach Parks with the following exception: The County or its designee will continue to maintain the sand (rake) and pick up normal trash along the beach.

c. Parking/Entry Fees or Permits. Because funding is primarily coming from Tourism Development Taxes, parking fees and park entry fees or parking permits shall not be permitted at the park, unless otherwise agreed to in writing by the Parties. If approved, the same parking/entry fees shall equally apply to all users. Unless otherwise agreed to by the County in writing, these parking/entry fees, if collected, must be segregated into a dedicated fund(s) for these specific parks, to be used exclusively to maintain or otherwise improve the Public Beach Parks.

d. Beach Vending. It is the general desire of the Parties for the Public Beach Parks to be open to general beach goers -- residents and visitors alike. No beach vendors for tents, umbrellas, and chairs, or other similar amenities, shall be permitted at the Public Beach Parks, unless otherwise agreed to in writing by the Parties.

e. Park Vending. If agreed by the Parties in writing, minor recreation and food/drink vending, such as a food truck/cart and recreational vending such as paddleboards, kayaks, etc., may be permitted.

f. Operation. The City shall operate the Public Beach Parks and enforce all applicable laws, including City ordinances, rules, and regulations. The City shall enforce these laws, ordinances, rules, and regulations through its Code Enforcement Department and other available legal means. The City may use its short duration, special event permits for events such as weddings, temporary gatherings, trash pickups and other typically permitted activities as normally seen at public beach parks and such permits shall not be consider encumbrances on the Properties. A temporary or permanent tourism information booth shall be permitted upon the Public Beach Parks.

g. Revenue Generation. If any revenues are developed from the parks, unless otherwise approved in writing by the Parties, they must be segregated in dedicated fund(s) for the park, to be used exclusively to maintain or otherwise improve the Public Beach Park(s).

h. Signage/Information. The Public Beach Parks' design shall incorporate a permanently posted sign designating the Public Beach Parks, which shall state that it was funded through a partnership between the County, the City and the Trust. The County shall review and approve the sign before it is posted and the Parties shall also consult with the Trust prior to final design approval and posting. Apart and separate from the signage above the City hereby agrees to work with the TDD to allow tourism related signage for wayfinding, a rack for material or an electronic kiosk, and website or social media promotion.

i. Access. The City shall provide the County and themselves, to maximum extent practical, both through the park design and operationally, beach access to allow beach equipment and trash access, plus access for turtle patrol/management, beach re-nourishment, sand fencing, and sea oat plantings, debris removal, public safety, tourism and similar governmental functions. Any buildings (whether fixed or movable) shall be placed only with the City's written consent, which shall be without fees to the County and shall be in three (3) year increments. Additionally, such consent shall not be unreasonable withheld or withdrawn.

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

SECTION 11. RECORDS AND REPORTING.

A. The City agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City in connection with the Acquisitions.

B. The County agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect the receipt, processing and payment of amounts in connection with the Acquisitions.

C. Neither the City nor the County shall assume any responsibility for the other entity's failure to respond, timely, or at all, to a public records request. A request upon one entity, shall not be deemed to be a request on the other entity.

D. The City agrees to include, in all contracts for services related to the Acquisitions, the public records statement as required under section 119.0701, Florida Statutes.

SECTION 12. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

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

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

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

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

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

SECTION 18. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 19. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows:

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

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

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

SECTION 22. INSURANCE, LIABILITY AND INDEMNIFICATION.

A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the

wrongful or negligent acts of their respective officers, employees, representatives, and agents.

B. Any contractor or consultant engaged by the City or County for work on the Acquisitions shall be required to protect, defend, indemnify and hold both the City and County harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Acquisitions and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of the permit and authorization related to their actions or failure to act in carrying out their contractual duties. The City and County shall require the provisions of this section to be included in all contracts between the City and County and its contractors and consultants for work or services to occur on the Acquisitions.

SECTION 23. CONSTRUCTION. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

//////////////// **Signature Pages Follow** //////////////

OKALOOSA COUNTY, FLORIDA

By: _____
Mel Ponder, Chairman

Date: _____

ATTEST:

_____
J.D. Peacock II, Clerk

APPROVED AS TO FORM:

_____
Lynn M. Hoshihara, County Attorney

CITY OF DESTIN, FLORIDA

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

_____
Rey Bailey, Clerk

APPROVED AS TO FORM:

_____
Kyle S. Bauman, City Attorney

_____
Kimberly Romano Kopp, City Land Use Attorney

EXHIBIT "A" - Legal Descriptions

CRYSTAL PORT

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

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

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

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

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

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

Okaloosa County Property Appraiser

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

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

Developed by Schneider GEOSPATIAL

<u>SHORE AT CRYSTAL BEACH EAST EXPANSION #1</u>

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

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

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

Okaloosa County Property Appraiser

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

Date created: 6/11/2020
Last Data Uploaded: 6/11/2020 4:02:13 AM

Developed by Schneider GEOSPATIAL

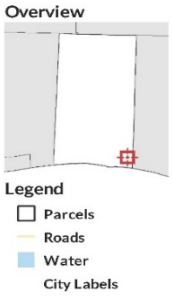
<u>SHORE AT CRYSTAL BEACH EAST EXPANSION #2</u>

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

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

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

Okaloosa County Property Appraiser



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

Date created: 4/9/2020
Last Data Uploaded: 4/9/2020 4:03:23 AM

Developed by Schneider GEOSPATIAL

EXHIBIT "B"

PHASE 2 LOTS/Property

Properties	***City Contribution 50%***	***County Contribution 50%***	***Total***
00-2S-22-0390-0000-0010	$1,750,000	$1,750,000	**$3,500,000**
00-2S-22-0580-000A-0090 3310 Scenic 98	$1,750,000	$1,750,000	**$3,500,000**
00-2S-22-0580-000A-0100 3320 Scenic 98	$1,750,000	$1,750,000	**$3,500,000**
00-2S-22-0580-000A-0110 3324 Scenic 98	$1,750,000	$1,750,000	**$3,500,000**
Total	**$7,000,000**	**$7,000,000**	**$14,000,000**

PARCEL ID: 00-2S-22-0390-0000-0010

"THE EAST 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OR BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 6 AND THE WEST LINE OF BLOCK 4 OF CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK I AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. SUBJECT TO ANY EASEMENTS GRANTED FOR INGRESS AND EGRESS TO DIE GULF OVER A SOUTHERLY EXTENSION OF 4TH STREET ACCORDING TO THE PLAT OF SAID CRYSTAL BEACH.
AND
THAT PORTION OF BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4, AND WESTERLY OF A SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 3, IN CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH. RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK I AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA."

PARCEL ID: 00-2S-22-0580-000A-0090, 00-2S-22-0580-000A-0100, 00-2S-22-0580-000A-0110

THAT PART OF BLOCK A INCLUDED BETWEEN THE SOUTHERLY EXTENSIONS TO THE GULF TO MEXICO OF THE EAST LINE OF BLOCK 3 AND THE WEST LINE OF LOT 5 OF BLOCK 3, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, ACCORDING TO PLAT THEREOF BY C.H. OVERMAN, C.E., FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

THAT PART OF BLOCK A INCLUDED BETWEEN THE SOUTHERLY EXTENSIONS TO THE GULF TO MEXICO OF THE EAST LINE OF BLOCK 3 AND THE WEST LINE OF LOT 5 OF BLOCK 3, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, ACCORDING TO PLAT THEREOF BY C.H. OVERMAN, C.E., FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

THAT PORTION OF BLOCK A, CRYSTAL BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. LYING BETWEEN THE SOUTHERLY EXTENSION OF THE GULF OF MEXICO OF THE WEST LINE OF LOT 1 AND THE EAST LINE OF LOT 4, BLOCK 3, CRYSTAL BEACH SUBDIVISION.

SUBJECT TO COVANANTS AND RESTRICTIONS AND WATER LINE EASEMENT AS CONTAINED IN DEEDS RECORDED IN OFFICIAL RECORD BOOK 104, PAGE 339 AND BOOK 107, PAGE 459 OF THE PUBLIC RECORDS OFOKALOSSA COUNTY, FLORIDA

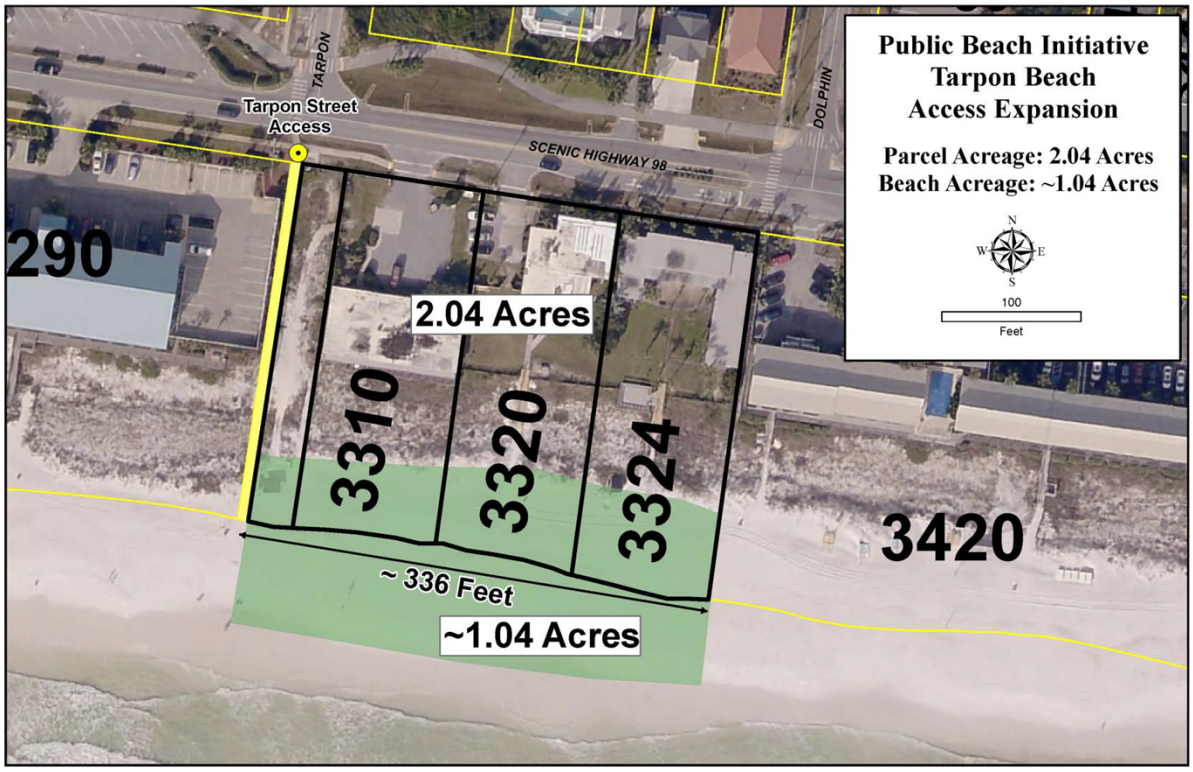


EXHIBIT "C"
Estimated Budgetary Costs for Acquisitions-- Properties
"Phase I Project" and "Phase II Project"

Beach Access Phase I Project Crystal Beach	
Project Activity	**Total (100%)**
Acquisition to date	$6,727,790
Demolition	$100,218
Design and Permitting	$272,500
Estimated Acquisition (Center House) Condemnation	$6,300,000
Condemnation Legal and Acquisition Costs	$200,000
Demolition	$75,000
Park Development	$1,750,000
Contingency	$324,492
Total Project Cost from Acquisition to Operation	**15,750,000**
SPLIT: COUNTY - 59% CITY - 41%	

Beach Access Phase II Project Tarpon	
Project Activity	**Total (100%)**
Acquisition	$14,050,000
Demolition	$200,000
Design and Permitting	$300,000
Park Development	$1,850,000
Contingency	$350,000
Total Project Cost from Acquisition to Operation	**$16,750,000**
SPLIT 50% EACH CITY AND COUNTY	

Total Costs for both Projects $32,500,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. FUNDING FOR THE PROJECT.

A. Aggregate Purchase Price. The Aggregate Purchase Price for the Properties is expected to be approximately TEN MILLION, SIX-HUNDRED THOUSAND DOLLARS ($10,600,000.00).

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

C. Phase 1 Acquisition Cost. The Aggregate Purchase Price and Ancillary Closing Costs shall hereinafter be referred to collectively as the "Phase 1 Acquisition Costs." An itemized schedule of the expected Phase 1 Acquisition Costs is attached hereto as Exhibit "B."

D. County's Estimated Contribution. The County shall fund 59% of the Phase 1 Acquisition Costs. Therefore, the County's estimated contribution is approximately SIX MILLION, TWO HUNDRED AND EIGHTY- THREE THOUSAND AND FIVE HUNDRED DOLLARS ($6,283,500.00).

E. City's Estimated Contribution. The City shall fund 41% of the Phase 1 Acquisition Costs. Therefore, the City's estimated contribution is approximately FOUR MILLION, THREE HUNDRED AND SIXTY-SIX THOUSAND AND FIVE HUNDRED DOLLARS ($4,366,500.00).

F. The Parties recognize that the respective contributions recited above may vary depending on the Ancillary Closing Costs.

G. The Parties further agree that neither is responsible to pay for the attorneys' fees or the fees of any other professional that one of the Parties alone may elect to employ in the furtherance of the Public Beach Acquisition Project.

H. The Parties recognize that the Properties are comprised of three different and unique parcels of real property and that until the closing for each, there is no guarantee that all three parcels will be acquired. The Parties warrant and agree to act in good faith and commit to make every reasonable effort to ensure that all three parcels are acquired. Should one or more of the parcels of real property comprising the Properties not be acquired, each Parties' respective contribution shall be reduced in accordance with the ratio described in this Section and Exhibit "B."

SECTION 6. CLOSINGS.

A. Timing. Closings of each Property shall occur as soon as reasonably practicable. Because three different and individual parcels of land comprise the Properties, the Parties recognize that the closings on each parcel may not occur simultaneously. The Parties shall schedule the closings to occur on mutually agreed upon dates.

B. Funding Warranty. The Parties warrant and agree that each shall have the ability to fund the closings on the dates the closings are scheduled to occur.

C. Title Policy. The City shall obtain an owner's title policy with the City being the named insured as to each of the individual Properties in an amount equal to the purchase price

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

SECTION 7. OWNERSHIP OF THE PROPERTIES.

A. Fee Simple Title. Upon closing, the City shall own fee simple titles to the Properties.

B. Covenants. The City shall execute and record all documentation necessary to ensure that the Properties are subject to a perpetual covenant running with the land requiring that the Properties be used only for public recreation and tourism purposes. Such documentation shall be reviewed and approved by the County prior to execution and recording by the City. In addition to traditional recreational and tourism purposes, such covenant uses may include, but shall not be limited to: parking, restrooms, changing rooms/showers, recreational/food vendors, tourism outreach booth, lifeguard stand, beach maintenance access/storage. Modification or removal of the covenants shall be via mutual consent of the parties.

C. Future Sale, Lease, or Encumbrance of the Properties. The City shall not sell, lease, or encumber the Properties in any manner absent the written consent of the County. The intent of the Parties is to utilize the Properties for public recreational purposes. Should the City permit the Properties to be used or use the Properties in a manner inconsistent with the Parties' intent, the City shall transfer to the County fee interest in the real estate acquired hereunder sufficient to ensure that the Properties are used in a manner consistent with public recreational purposes. If the Parties should in future agree to sell the property, the proportionate amount of funding expended to acquire, design/permit and construct the park shall be returned to the County/TDD.

SECTION 8. DEVELOPMENT AND IMPROVEMENT OF THE PROPERTIES.

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

B. Development of the Public Beach Park.

a. Collaborative Process. The Parties intend to work collaboratively through all phases of development of the Public Beach Park to develop a Public Beach Park that is consistent with this intent.

b. Comprehensive Plan and Land Development Code. Development of the Public Beach Park shall be subject to applicable provisions of the City's Comprehensive Plan and Land Development Code. Prior to, but contingent upon acquisition to become effective, or upon acquisition, if not already compliant with the City's Comprehensive Plan and Land Development Code (specifically zoning and any special use approvals) the City agrees to diligently submit and utilize best efforts to pursue such proposed changes to bring such intended use into compliance with the City's Comprehensive Plan and Land Development Code. This shall be completed with all haste to prevent any delay in the redevelopment of the property. If not completed with 12 months of each closing the City shall reimburse the County for any funds expended to date.

c. General Design Concepts of the Public Beach Park. The Parties shall immediately begin work together in designing and implementing a cohesive and functional plan and development of the Public Beach Park that is consistent with and furthers the overall intent of Phase 1 of the Public Beach Acquisition Project. The Public Beach Park's design shall include basic amenities typically seen at beach parks generally, including but not limited to: adequate parking, restrooms/changing rooms, showers, stormwater detention, sidewalks, landscaping, boardwalks, pavilions, and similar uses. Final design of the Public Beach Park shall be subject to the approval of both the Board of County Commissioners and the City Council at duly noticed public meeting(s).

d. Demolition. The Properties' existing structures do not further the overall intent of Phase 1 of the Public Beach Acquisition Project. Therefore, the City shall procure a qualified and duly licensed demolition contractor to demolish the existing structures. Such procurement process shall begin immediately after the effective date of this agreement and shall be issued no later than sixty (60) days from the closing of the first two properties under Phase 1. And, no later than 30 days after the closing of the third property contemplated herein.

e. Pre-demolition Sale. If feasible, the City may elect to conduct a pre-demolition sale of any salvageable items and fixtures located on the Properties prior to demolition. If such a sale is conducted, the Parties shall be entitled to distributions of any net proceeds from said pre-demolition sale at the same ratio as their contributions described in Section 5—59% to the County and 41% to the City. Such distributions shall be retained by the City for application towards applicable future costs for the demolition and/or design costs of the park.

f. Design, Engineering, and Permitting of the Public Beach Park. The County shall procure duly qualified and licensed engineers, design professionals from its existing professionally procured library in consultation with the City that it deems

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

g. Construction of the Public Beach Park. The City or County shall oversee the procurement and construction of the Public Beach Park. The decision shall rest with the City Manager, however, the goal of the Parties is for construction to commence as soon as reasonably possible after the last closing, with preference of less than 90 days and with an aggressive construction schedule.

h. Time is of the Essence/Primary Point of Contact. The Parties agree to utilize best effort to timely bring the Public Beach Park into public service/use as quickly as possible. As such the Parties shall each appoint a lead staff person from each agency to spearhead their agency's responsibilities. Such person shall facilitate all aspects of the project to include, but not limited to: all required approvals, payments, legal sign off, signatures, permits – to include fast-tracking all City signage, building, land development code permits and all outside agency permits. The County Appointee shall be the County Public Works Director. The City Appointee shall be the Deputy City Manager. The lead staff person of either agency may be changed upon written notice to the other agency.

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

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

b. Pre-Construction Procurement Funding. The County shall be responsible for 59% of the cost of any procurement of any professional firms necessary to further the development of the Public Beach Park up to construction. The City shall be responsible for 41% of the cost of any procurement of any professional firms necessary to further the development of the Public Beach Park up to construction.

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

SECTION 9. MAINTENANCE AND OPERATION.

a. General Maintenance. After the completion of the development, the City shall be responsible for the general maintenance of the Public Beach Park and ensuring that it is kept in a condition permitting the general public to access and enjoy the Public Beach Park.

b. Tourist Development Taxes. Although the Parties recognize that Tourist Development Taxes may or may not be potentially available to fund maintenance of the Public Beach Park. The City shall be permitted to request such funding, the Tourist Development Council and the County shall not be required to expend Tourist Development Taxes to maintain the Public Beach Park.

c. Parking/Entry Fees or Permits. Because funding is being partially provided by Tourism Development Taxes, parking fees and park entry fees or permits shall not be permitted at the park, unless otherwise agreed to formally by the parties. If approved, the same parking/entry fee shall equally apply to all users. Unless otherwise agreed to by the County in writing, these parking fees, if collected, must be segregated in dedicated fund for the park, to be used exclusively to maintain or otherwise improve the Public Beach Park.

d. Beach Vending. It is the general desire of the Parties for this Public Beach Park to be open to general beach goers -- residents and visitors alike. No beach vendors for tents, umbrellas, and chairs, or other similar amenities, shall be permitted at the Public Beach Park, unless otherwise agreed in writing by the Parties.

e. Park Vending. If agreed by the Parties in writing, minor recreation and food/drink vending, such as a food truck/cart and recreational vending such as paddleboards, kayaks, etc., may be permitted.

f. Operation. The City shall operate the Public Beach Park and enforce all applicable laws, including City ordinances, rules, and regulations. The City shall enforce these laws, ordinances, rules, and regulations through its Code Enforcement Department and other available legal means. The City may use its short duration, special event permits for events such as weddings, temporary gatherings, trash pickups and other typically permitted activities as normally seen at public beach parks and such permits shall not be consider encumbrances on the Properties. A temporary or permanent tourism information booth shall be permitted upon the Public Beach Park.

g. Revenue Generation. If any revenues are developed from the park, unless otherwise approved in writing by the Parties, must be segregated in dedicated fund for the park, to be used exclusively to maintain or otherwise improve this Public Beach Park.

h. Signage/Information. The Public Beach Park design shall incorporate a permanently posted sign designating the Public Beach Park, which shall state that it was funded through a partnership between the County, the City and the Trust. The County shall review and approve the sign before it is posted and the Parties shall also consult with the Trust prior to final design approval and posting. Apart and separate from the signage above the City hereby agrees to work with the TDD to allow tourism related signage for wayfinding, a rack for material or an electronic kiosk, and website or social media promotion.

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

SECTION 11. RECORDS AND REPORTING.

A. The City agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City in connection with Phase 1 of the Public Beach Acquisition Project.

B. The County agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect the receipt, processing and payment of amounts in connection with Phase 1 of the Public Beach Acquisition Project.

C. Neither the City nor the County shall assume any responsibility for the other entity's failure to respond, timely, or at all, to a public records request. A request upon one entity, shall not be deemed to be a request on the other entity.

D. The City agrees to include, in all contracts for services related to Phase 1 of the Public Beach Acquisition Project, the public records statement as required under section 119.0701, Florida Statutes.

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

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

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

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

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

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

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

SECTION 18. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 19. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N

Suite 102
Shalimar, FL 32579

As to the City as follows:

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

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

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

SECTION 22. INSURANCE, LIABILITY AND INDEMNIFICATION.

A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.

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

SECTION 23. CONSTRUCTION. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no

presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

OKALOOSA COUNTY, FLORIDA

By: _____
Robert A. "Trey" Goodwin, III
Chairman

Date: OCT 2 0 2020

ATTEST:

_____
J.D. Peacock II, Clerk

APPROVED AS TO FORM:

_____
Lynn M. Hoshihara, County Attorney

CITY OF DESTIN, FLORIDA

By: _____
Gary Jarvis, Mayor

Date: 10/19/20

ATTEST:

_____
Rey Bailey, Clerk

APPROVED AS TO FORM:

_____
Kyle S. Bauman, City Attorney

_____
Kimberly Romano Kopp
City Land Use Attorney
City of Destin

Kimberly Romano Kopp, City Land Use
Attorney

EXHIBIT "A" - Legal Descriptions

CRYSTAL PORT

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

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

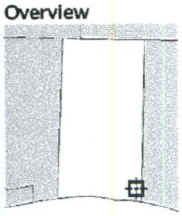
Parcel C: Townhome Unit No. C, of Crystal Port Townhomes, according to the Plat thereof, as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

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

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

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

Okaloosa County Property Appraiser



Legend

- Parcels
- Roads
- Water
- City Labels

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

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

Developed by Schneider GEOSPATIAL

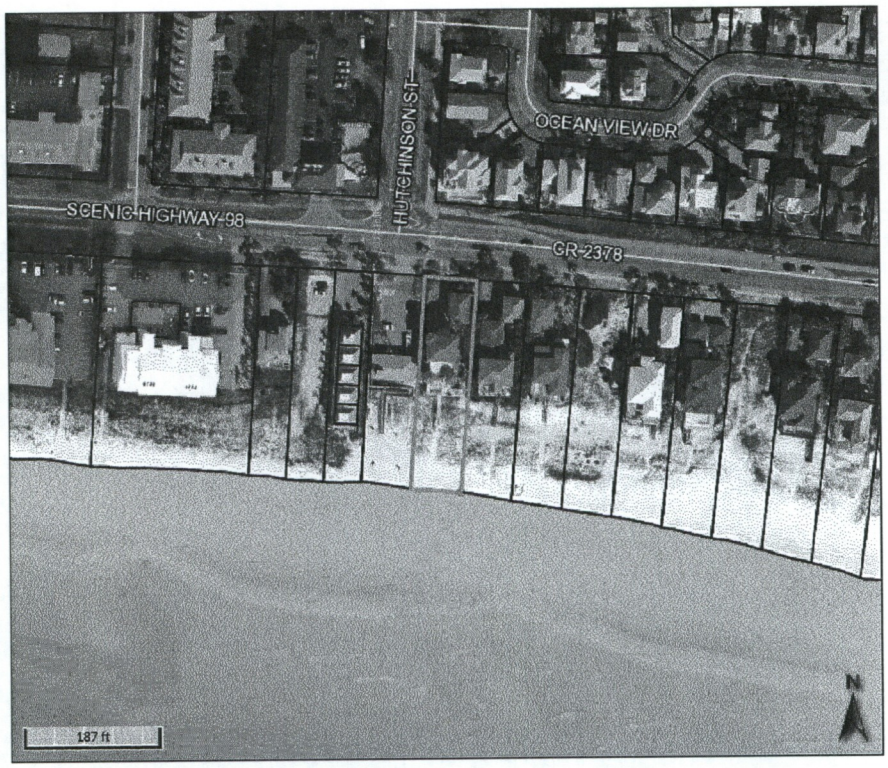
SHORE AT CRYSTAL BEACH EAST EXPANSION #1

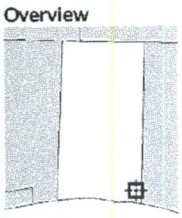
LOT 2, THE SHORES OF CRYSTAL BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 82 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

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

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

Okaloosa County Property Appraiser





Legend

- Parcels
- Roads
- Water
- City Labels

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

Date created: 6/11/2020
Last Data Uploaded: 6/11/2020 4:02:13 AM

Developed by Schneider GEOSPATIAL

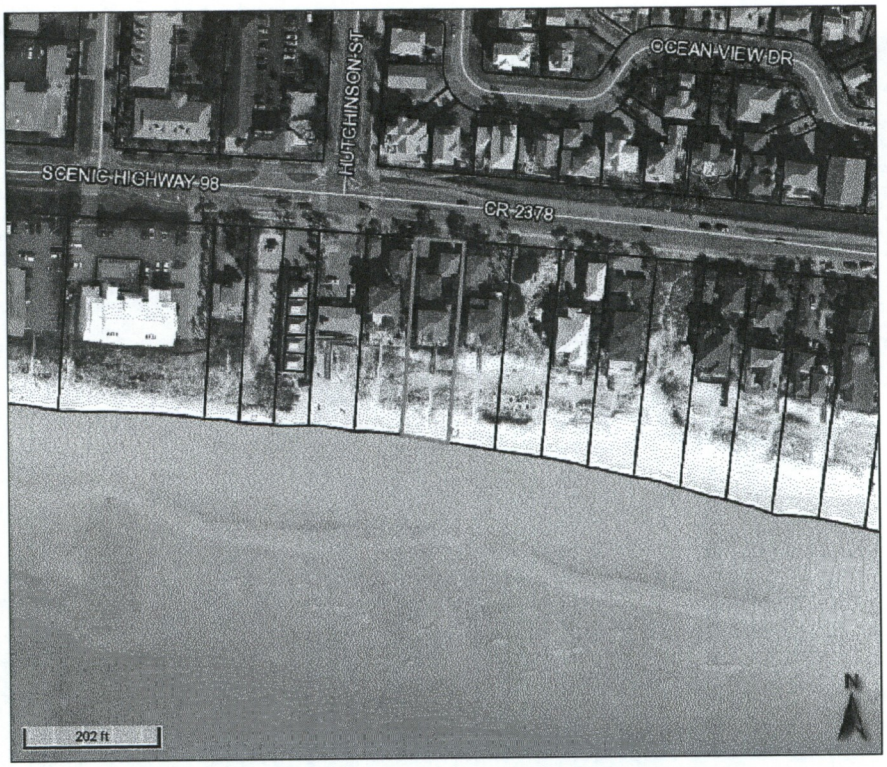
SHORE AT CRYSTAL BEACH EAST EXPANSION #2

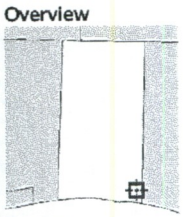
Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida

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

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

Okaloosa County Property Appraiser





Legend

- Parcels
- Roads
- Water
- City Labels

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

Date created: 4/9/2020
Last Data Uploaded: 4/9/2020 4:03:23 AM

Developed by Schneider GEOSPATIAL

EXHIBIT "B"
ITEMIZED SCHEDULE OF EXPECTED CONTRIBUTIONS

	City's Expected Contribution – 41%	*County's Expected Contribution – 59%*	*Total*
Crystal Port	$1,394,000.00	$2,006,000.00	**$3,400,000.00**
Shores at Crystal Beach East Expansion #1	$1,599.000.00	$2,301,000.00	**$3,900,000.00**
Shores at Crystal Beach East Expansion #2	$1,353,000.00	$1,947,000.00	**$3,300,000.00**
Estimated Ancillary Closing Costs	$20,500.00	$29,500.00	**$50,000.00**
Total	**$4,366,500.00**	**$6,283,500.00**	**$10,600,000.00**

RESOLUTION 21-07

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DULY ADOPTED this 6th day of July, 2021.

CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA

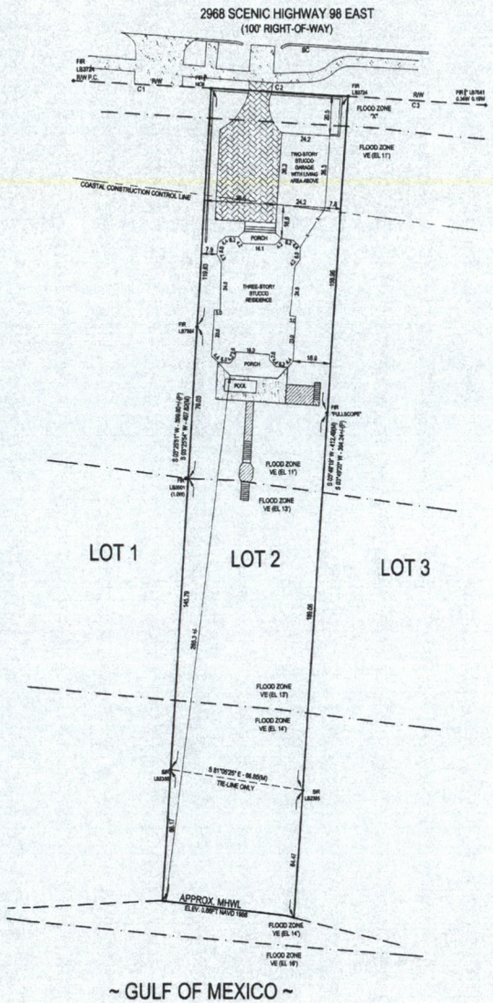
By: _____
Gary Jarvis, Mayor

ATTEST:

By: _____
Rey Bailey, Clerk

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

_____
Kyle S. Bauman, City Attorney



This is to certify that I have consulted National Flood Insurance Rate Map, effective December 6, 2002, for Okaloosa County, Florida, Map No. 12091C0493 H, and found the property described hereon to be located in Zone "X", area determined to be outside 500-year flood plain and Zone "VE" (Elev 11 ft.), a special flood hazard area AND in Zone "VE" (Elev 13 ft.), a special flood hazard are AND Zone "VE" (Elev 16 ft.), a special flood hazard area. (COBRA ZONE - Federal Flood Insurance not available). ZONES AS INDICATED IN SURVEY.

LEGAL DESCRIPTION:

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

TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY
FILE NO. 1054-4876123 DATED 07-31-2020
SCHEDULE B II COMMENTS:

ITEMS 1-11 = NOT SURVEY RELATED
ITEM 12 = O.R. BOOK 1644, PG 784 - ACCESS EASEMENT - DOES NOT EFFECT SURVEY. EASEMENT IS WEST 5 FT OF LOT 1
ITEM 13 = O.R. BOOK 1752, PG 1335 - WAIVER OF RIGHTS DEVELOPER - DOES NOT EFFECT SURVEY
ITEM 14 = O.R. BOOK 2646, PG 563 - TEMPORARY CONSTRUCTION AND MAINTENANCE EASEMENT TO CITY OF DESTIN - EXPIRED IN 2008 - DOES NOT EFFECT SURVEY
ITEM 15 = NOT SURVEY RELATED

SITE CONTAINS 0.635 ACRES +/-

CERTIFIED TO:
NABORS, GIBLIN & NICKERSON, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE
THE ATTORNEY TITLE FUND
OKALOOSA COUNTY, FLORIDA

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD
C1	5770.02	01°21'	68.2+	S85°50'43"E = 68.33
C2	5770.02	01°13'	68.93	S86°32'24"E = 68.91
C3	5770.02	01°13'	68.99	S86°18'06"E = 68.99

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

LEGEND

BW = INGRESS/EGRESS
CLF = CHAIN LINK FENCE
WF = WOOD PRIVACY FENCE
DE = DRAINAGE & UTILITY
PB = PLAT BOOK
EBNT = EASEMENT
EOP = EDGE OF PAVING
BC = BACK OF CURB
OHL = OVERHEAD LINES
FFE = FINISHED FLOOR ELEVATION
LB = LAND SURVEYOR NUMBER
LB = LAND SURVEY BUSINESS NUMBER
CCE = COAPE OF ENGINEERS
POC = POINT OF COMMENCEMENT
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POL = POINT ON LINE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVE
BM = BENCH MARK (NAVD 88)
RE = REMAINDER (DIMENSIONS)
IP = POINT OF INTERSECTION
(F) OR (PLAT) = PLATTED
(D) OR (DEED) = DESCRIPTION
(M) OR (MEAS) = MEASURED
OR BOOK = OFFICIAL RECORDS BOOK
PCP = PERMANENT CONTROL POINT
PRM = PERMANENT REFERENCE MONUMENT
NAVD = NORTH AMERICAN VERTICAL DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
DOT = DEPARTMENT OF TRANSPORTATION
DEP = DEPARTMENT OF ENVIRONMENTAL PROTECTION

UNLESS OTHERWISE NOTED ALL IRON RODS ARE 1/2" DIAMETER

SOURCE OF DESCRIPTION: FATIC FILE NO. 1054-4876123
BASIS OF BEARINGS: R/W CHORD PER PLAT S-85°07'01"-E

DESCRIPTION: PER ABOVE
(LOT 2, THE SHORES OF CRYSTAL BEACH) OKALOOSA COUNTY, FLORIDA
SECTION - - TOWNSHIP 2-S RANGE 22-W RECORDED PLAT BOOK 13 PAGE 82
OBVIOUS ENCROACHMENTS NONE
UNDERGROUND ENCROACHMENTS (NOT LOCATED)
SCALE 1"=30' SURVEY DATE 09/30/2020
ORDERED BY THE TRUST FOR PUBLIC LAND
F.B. 20-9 PG. 52-63 W.O. 2020-1273
TYPE OF SURVEY BOUNDARY
PURPOSE MORTGAGE

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE OF THE FLORIDA BOARD OF SURVEYORS AND MAPPERS. (5J-17 .050 -.052 F.A.C.)
EDWARD E. RICE LS3420
RECERTIFIED DATE _____ W.O. _____
ORDERED BY _____

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

CAD: RESTORED - C
CRYSTAL PORT 1
2020-1273

PANHANDLE ASSOCIATES INC.
701-A EDGE STREET, FORT WALTON BEACH, FLORIDA 32547 (850) 864-1968 LAND SURVEYING BUSINESS LICENSE NO. 2355

EXHIBIT "A" CONTINUED

LEGAL DESCRIPTION

Lot 2, the Shores of Crystal Beach, According to the Plat thereof as Recorded in Plat Book 13, Page 82 of the Public Records of Okaloosa County, Florida

PROPERTY STREET ADDRESS

2968 Scenic Highway 98, Destin, FL 32541

PARCEL STREET ADRESS

00-2S-22-0584-0000-0020

RESOLUTION 21-_103___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA SUPPORTING THE CITY OF DESTIN'S ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC USE, MORE SPECIFICALLY TO BE USED FOR PUBLIC BEACH ACCESS AND PUBLIC RECREATION WITHIN THE CITY OF DESTIN, IN OKALOOSA COUNTY.

WHEREAS, Okaloosa County has committed and provided Tourist Development Tax funds and assistance to the City to acquire gulf-front properties for the purpose of creating more public recreational facilities within the Crystal Beach Area (the "Project"); and

WHEREAS, the Project consisted of acquiring two properties to the east and one property to the west of an existing City Park called "Shore at Crystal Beach Park" as well as making continuous and comprehensive public recreational improvements for public beach access, tourism promotion, and recreational use on those acquired parcels; and

WHEREAS, the City, with the financial assistance/partnership of the County, has already acquired two properties within the Crystal Beach Area and demolition has been completed in furtherance of this Project; and

WHEREAS, the City has attempted to acquire the third property and previously entered into a voluntary Purchase and Sale Agreement, which the property owner since terminated; and

WHEREAS, the third property is a non-homesteaded, residential parcel of property used for vacation rental purposes and located at 2968 Scenic Highway 98, Destin, FL 32541 (the "Property"); and

WHEREAS, the Property, is one of two properties to the east, that lies between the existing City Park and the easternmost property recently acquired, otherwise interfering with a cohesive Project, to include but not limited to: affecting access, restricting improvement space, diminishing the value of the other public acquisition investments; and

WHEREAS, the City has determined it to be necessary to acquire the Property and will attempt to voluntarily acquire the Property. However, if necessary the City may utilize eminent domain to acquire the Property; and

WHEREAS, the City has requested the support of the County in this endeavor in addition to financial assistance, including providing title assistance as well as assistance of County staff and the County Attorney's Office in acquiring the Property voluntarily or through the use of eminent domain. However, the County would not be a party to any eminent domain lawsuit; and

WHEREAS, the Board has determined that it is in the best interest of the residents of Okaloosa County to support the City of Destin in its pursuit of the Property for purposes of creating a continuous Crystal Beach Recreational Area as was originally planned when the other two properties were acquired.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Okaloosa County, Florida that:

1. The Board strongly supports the City of Destin's efforts to acquire 2968 Scenic Highway 98, Destin FL 32541, parcel id 00-2S-22-0584-0000-0020.

2. The County will contribute financially for the costs of said acquisition at the percentage participation levels defined in the City/County interlocal agreement for this project, including any additional costs of this extraordinary acquisition effort.

3. The Board authorizes County staff and the County Attorney's office to provide support to the City of Destin in the voluntary acquisition of the Property or to pursue eminent domain.

DULY PASSED AND ADOPTED THIS 15th DAY OF JUNE, 2021.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

By: _____
Carolyn N. Ketchel, Chairman

BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA SEAL

ATTEST:

By: _____
J.D. Peacock II, Clerk of Circuit Court

CLERK CIRCUIT COURT SUUM CUIQUE OKALOOSA COUNTY, FLORIDA

BULK PURCHASE AND SALE AGREEMENT

THIS BULK PURCHASE AND SALE AGREEMENT ("Agreement") entered into this _____ day of _____, 2022, between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 306 N. Monroe St., Tallahassee, FL 32301, ("Seller"), and **THE CITY OF DESTIN, FLORIDA**, whose address is 4200 Indian Bayou Trail, Destin, Florida, 32541, ("Buyer") (Seller and Buyer are collectively hereinafter referred to as the "Parties").

RECITALS

A. The addresses and telephone numbers of the Parties to this Agreement are as follows:

SELLER:

The Trust for Public Land
306 N. Monroe Street
Tallahassee, FL 32301

Attention: Kate Brown
Telephone: 850-661-2788
Email: kate.brown@tpl.org

With a copy to:
Peter Fodor, Legal Director
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32301

Telephone: 850-222-7911, Ext. 29
Email: Pete.Fodor@tpl.org

BUYER:

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Attention: Webb Warren
Telephone: 850-685-6077
Email: wwarren@cityofdestin.com

With a copy to:
Kyle Bauman, City Attorney
Anchors Smith Grimsley
909 Mar Walt Dr, Suite 1014
Fort Walton Beach, FL, 32547

Telephone: 850-863-4064
Email:kbauman@asglegal.com

B. Seller has disclosed and Buyer acknowledges and agrees that Seller has a binding Option Agreement on that certain real properties in Okaloosa County, Florida, which properties are more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter these properties will collectively be referred to as the "Property"). The Property is not presently owned by Seller and Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner. The Property includes any and all improvements, fixtures, timber, water, minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian and littoral rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

D. The Parties anticipate that the closing of this transaction shall take place substantially simultaneously with the closing of the transaction between Seller and the current Property owner as described in Recital B, above.

E. The City Council of the City has directed the City Manager to execute this Agreement at a duly noticed regular City Council meeting.

THE RECITALS ABOVE ARE HEREBY INCORPORATED HEREIN AND THE PARTIES FURTHER AGREE AS FOLLOWS:

1. **Purchase and Sale**. In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred Dollars and 00/100 ($100.00) (the "Deposit") and other good and valuable consideration as set forth below, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period**. The period of time from the effective date of this Agreement through October 4, 2022, shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms**.

a. Price. The purchase price for the Property shall be Fourteen Million Dollars and 00/100 ($14,000,000) (the "Purchase Price").

b. Method of Payment. The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing**. In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before November 4, 2022, at a time and place mutually agreeable to the parties. The Parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

a. a special warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any, and;

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

c. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property, and;

d. closing statement.

Possession of the Property shall pass to Buyer at time of closing.

5. **Closing Expenses and Prorations**:

a. At closing Seller shall pay: i.) transfer or documentary taxes on the deed of conveyance, if any; ii.) recording fees for the deed of conveyance; iii.) the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title; and iv.) Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

b. At closing Buyer shall pay: i.) the cost of the survey; ii.) the cost of the hazardous materials audits; and iii.) the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title**.

a. Within fifteen (15) days of the effective date of this Agreement, Seller shall provide a commitment for a title insurance policy on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Buyer.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller within ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller shall cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence Seller is unable to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the Parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey**. Seller shall provide to Buyer a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Buyer. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller' surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above. Buyer shall reimburse Seller for cost of said survey at closing.

8. **Hazardous Materials and Audit Remediation.** Seller shall provide Buyer with a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTME 1527-15. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. Buyer shall reimburse Seller for cost of said Phase 1 Audit. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice within ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller**. Seller represents and warrants to Buyer that

(a) Seller shall have good and marketable fee simple title to the Property by the time of closing.

(b) Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement.

(c) No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer or anytime thereafter. This includes any person with a leasehold interest or an agreement to rent the Property on a long-term or short-term basis.

(d) Seller represents that Seller does not know of any violations of governmental laws, rules, and regulations that materially affect the value of the Property.

(e) Flood Zone: Buyer is advised to verify by survey or with appropriate governmental agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(f) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Buyer may have an appropriately licensed person test the Property for radon. If radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Agreement.

(g) Homeowner's Association: As of the date of closing, the Property will not be subject to a mandatory membership in a Homeowner's Association.

(h) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

a. terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to thirty (30) days to permit Seller to remedy the problem.

10. **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, electronic mail, first class mail, or courier service, in accordance with the information set forth in Recital "A."

11. **Binding on Successors**. This Agreement shall be binding not only upon the Parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

12. **Remedies upon Default**. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall either pay to Buyer the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Seller's default or Buyer shall have the right to pursue a specific performance action against the Seller. In the event of a default by Buyer, Seller shall have the right to pursue a specific performance action against Buyer or pursue any other available legal or equitable remedies.

13. **Entire Agreement/Modification**. This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

14. **Counterparts**. The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

15. **Acknowledgement**. In the event temporary or permanent informational plaques or signs are placed by Buyer on sites purchased under this Agreement, such plaques will include statement indicating that the sites were acquired with the assistance of Seller and shall contain Seller's logo. Such logo shall be readable from the distance at which the sign was intended to be read.

16. **Time is of the Essence.** Time is of the essence for all provisions of this Agreement.

17. **Brokers/Real Estate Agents.** The Parties acknowledge and agree that no real estate broker or agent is involved in this transaction and that no commission or other compensation will be owed to any broker or real estate agent as a result of this transaction.

18. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.**

19. **Prevailing Party/Venue.** The losing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in any litigation relating to this Agreement and any and all documents relating to this Agreement. The parties acknowledge and agree that this Agreement was entered into in Okaloosa County, Florida and if any litigation results from an alleged breach of this Agreement by any party, the exclusive venue and jurisdiction for any such litigation that relates in any way whatsoever to this Agreement, or any and all documents or instruments executed pursuant to this Agreement shall be the state courts of Okaloosa County, Florida.

20. **Effective Date**. As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on he dates set forth below.

SELLER: The Trust for Public Land, a nonprofit California corporation

_____

By: Peter Fodor
Its: Legal Director
Date: _____

BUYER: The City of Destin, Florida, a Florida municipal corporation

_____

By:
Its:
Date: _____

Approved as to form and legality

BY: _____

EXHIBIT "A"

Legal Descriptions

PARCEL 1: (00-2S-22-0580-000A-0110)

THAT PART OF BLOCK A INCLUDED BETWEEN THE SOUTHERLY EXTENSIONS TO THE GULF OF MEXICO OF THE EAST LINE OF BLOCK 3 AND THE WEST LINE LOT 5 OF BLOCK 3, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, ACCORDING TO PLAT THEREOF BY C.H. OVERMAN, C.E., FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

PARCEL 2: (00-2S-22-0580-000A-0100 AND 00-2S-22-0580-000A-0090)

THAT PORTION OF BLOCK A, CRYSTAL BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE GULF OF MEXICO OF THE WEST LINE OF LOT 1 AND THE EAST LINE OF LOT 4, BLOCK 3, CRYSTAL BEACH SUBDIVISION.

PARCEL 3: (00-2S-22-0390-0000-0010)

THE EAST 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 6 AND THE WEST LINE OF BLOCK 4 OF CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. SUBJECT TO ANY EASEMENTS GRANTED FOR INGRESS AND EGRESS TO THE GULF OVER A SOUTHERLY EXTENSION OF 4TH STREET ACCORDING TO THE PLAT OF SAID CRYSTAL BEACH.

AND

THAT PORTION OF BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4, AND WESTERLY OF A SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 3, IN CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

CITY OF DESTIN Budget Amendment Form

Fiscal Year	2022	Short Decription	Beach Interlocal TDC	Entity Code	1
Period	TBD	Effective Date	Upon Execution of Revised Beach Interlocal	Amendment Type*	2
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
305300 Restricted	337712 BOCC	CM001 Beach	Restated Beach Interlocal BOCC	I	$ 1,735,441.00	$ 2,256,156.00	$ 3,991,597.00
30557237 BOCC	561000 Land Acquisition	CM001 Beach	Restated Beach Interlocal BOCC	I	$ 1,735,441.00	$ 2,256,156.00	$ 3,991,597.00
305300 Restricted	337714 TDC 48.5%	CM001 Beach	Restated Beach Interlocal BOCC		$ 404,920.00	$ -	$ 404,920.00
305300 Restricted	381305 Debt Proceeds from 223 Fund	CM001 Beach	Restated Beach Interlocal BOCC	I	$ 1,268,902.00	$ -	$ 1,268,902.00
30557212 TDC 48.5%	561000 Land Acquisition	CM001 Beach	Restated Beach Interlocal BOCC	I	$ 1,673,822.00	$ -	$ 1,673,822.00
223300 2022 Debt	384000 Debt Proceeds	CM001 Beach	Restated Beach Interlocal BOCC	I	$ 1,268,902.00	$ -	$ 1,268,902.00
22358188 2022 Debt	581305 Txfr Proceeds to 305 Fund	CM001 Beach	Restated Beach Interlocal BOCC	I	$ 1,268,902.00	$ -	$ 1,268,902.00
							$ -
				Increase to FY22 Budget	$ 3,409,263.00	$ 2,256,156.00	$ 5,665,419.00

DRAFT

	Initials	Date
Created by:	____	____
Entered by:	____	____
Approved by:	____	____

Note

Increase Grant Revenues (48.5% of TDC 12.5% for FY 2022)
Advanced Funding Agreement

	increase/(decrease)
revs	$ 3,409,263.00
exps	$ 3,409,263.00

Appraisal Report

2.04 ± ACRES
340 ± FRONT FEET
OF VACANT GULF FRONT LAND

3310 - 3324 SCENIC HIGHWAY 98
DESTIN, FLORIDA 32541

APPRAISAL REPORT

SUBJECT PROPERTY

2.04.00 ± ACRES
340 ± FRONT FEET
"AS IF VACANT" GULF FRONT LAND

LOCATION

3310 - 3324 Scenic Highway 98
Destin, FL 32541

EFFECTIVE DATE OF APPRAISAL

July 23, 2022

REPORT DATE

August 21, 2022

PERSONAL VIEWING DATE

July 23, 2022

CLIENT/INTENDED USER

The Trust for Public Land
Attention: Ms. Kate Brown
306 North Monroe Street
Tallahassee, FL 32301

Panhandle Appraisal Group File № 220403

PREPARED BY:

Thomas A. Marr — State-certified General Real Estate Appraiser № RZ 2645 (FL)

SIGNIFICANT ASSISTANCE PROVIDED BY:
Samuel M. Davenport — Registered Trainee Real Estate Appraiser № RI 25257 (FL)

MARR APPRAISAL, LLC.
139 Beal Parkway, Unit 202
Fort Walton Beach, Florida 32548
Telephone: (850) 243-0958
Facsimile: (850) 226-8462

Marr Appraisal, LLC File № 220403

MARR APPRAISAL, LLC.

Thomas A. Marr
State-certified General Real Estate Appraiser № RZ2645 (FL)

139 Beal Parkway, Unit 202
Fort Walton Beach, Florida 32548

August 21, 2022

The Trust for Public Land
Attention: Ms. Kate Brown
306 North Monroe Street
Tallahassee, FL 32301

Re: Appraisal of the fee simple interest in an approximate 2.04 acre/340 front feet land parcel assemblage, as if vacant, located on 3310-3324 Scenic Highway 98 in Destin, as of the viewing date of July 23, 2022. **Marr Appraisal, LLC File № 220403**.

Dear Ms. Brown:

This appraisal assignment seeks to derive a point value opinion of the current market value of the parcels identified above.

I note that I have employed a hypothetical condition in this report as I am deriving value 'as if vacant' and I am allocating no value to the existing improvements. Based on USPAP requirements, I am informing the client that the use of a hypothetical condition may, or may not, influence the final value opinion.

It is my understanding that the purpose of this appraisal is for use in potential purchase of the subject by the Trust for Public Land.

I have completed the requisite inspections, research, and analyses necessary to appraise the 100% fee simple ownership interest in the subject parcel 'as if vacant', as of the date of the last personal viewing, of July 23, 2022.

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

Market value, fee simple interest, leasehold interest, highest and best use, and other relevant terms are defined in the following report. The opinion of highest and best use of the property is development to residential improvements.

My developed point value opinion the market value of the subject property 'as if vacant' of the date of Samuel Davenport's personal viewing of July 23, 2022 is:

FIFTEEN MILLION THREE HUNDRED THOUSAND DOLLARS
($15,300,000)

The estimated exposure time linked to the final current value opinion is a range of six (6) to nine (9) months.

I hereby certify I have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the Internal Revenue Service. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. The appraisal also conforms to the 2020/2021 Edition (Extended to December 31, 2022) *of the Uniform Standards of Professional Appraisal Practice.* The fee for this appraisal was not based on value, nor was the assignment undertaken based on a predetermined value, a trend, or range or direction in value.

Highest and best use based on analysis of recent trends and current market supply and demand strongly indicate the highest and best use of the subject property, 'as if vacant' is development to new residential development, probably town homes.

Respectfully submitted,

Thomas A. Marr
State-certified General Real Estate Appraiser № RZ 2645 (FL)

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APPRAISER COMMENTS

I do not typically make comments at this part of an appraisal because I consider that the appraisal speaks for itself regarding market data and a consistent application of appraisal methodologies.

However, I consider the possibility of the city of Destin acquiring the subject for a park/gulf access so logical for all parties, that I am providing some additional comments here.

The first point I would make is that I am not biased in favor of the city of Destin. Two years ago I performed about 40 appraisals **against** Destin and in support of property owners' Burt Harris claims.

The second point is that development in Destin is difficult. Should the Trust for Public Land not purchase the subject, the most likely alternative purchaser would be a developer. However, some city leaders want to limit development, not support it. I would think a developer would think long and hard about developing in Destin. My comments in the three feasibility analyses that follow detail some of the development challenges. I also note that the subject was under contract by a developer with a contract price of +/- $16,000,000. However, the developer withdrew his offer after completing due diligence.

A third point is the issue of all front feet being worth the same per front foot value, regardless of the number of front feet. I strongly disagree with this opinion and so does the market.

There are two reasons this does not generally occur. The first answer is the principle of marginal utility. The principle of marginal utility states that each additional unit contributes marginally less utility than the previous unit added. Thus, a 340 front foot parcel will sell for less per front foot than will a 50 front foot parcel.

The second reason is a matter of highest and best use. A 50 foot wide parcel is almost certainly a residential lot with the fact that it is platted or a lot of record. By definition, it will be legally permissible to construct a house on it. The highest and best use is established. All development cost, indirect cost and entrepreneurial incentive is already baked into the lot purchase price.

However, what is the highest and best use of a 340 foot wide parcel? It almost certainly is not use as a single detached house. Even if it were, based on the principle of marginal utility, a market participant would not pay seven times the value of a 50 foot lot. A likely use is for development to a subdivision, or condos/town homes. In any of these scenarios, all presented from pages 67 to 84, a developer will incur cost of sales, development costs, and will want some profit.

In layman terms, if a lot sold for $50,000 per front foot, a developer could not pay $17,000,000 for the subject (340 front feet x $50,000 per front feet) and then sell the lots for $50,000 per front foot. This would not only result in making no profit, it would result in a substantial loss based on development costs and real estate commissions.

APPRAISAL REPORT

This is an Appraisal Report which is intended to comply with the reporting requirements in accordance with the 2020/2021 edition(Extended to December 31, 2022) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it represents summary discussions of the data, reasoning, and analyses used in the appraisal process to develop the appraiser's opinion of value. The supporting documentation concerning the data, reasoning, and analyses may be included in the Addenda to this report, however, may be retained in the appraiser's files. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

CLIENT:
The Trust for Public Land
Attention: Ms. Kate Brown
306 North Monroe Street
Tallahassee, FL 32301

APPRAISER:
Thomas A. Marr
State-certified General Real Estate Appraiser № RZ 2645 (FL)

SIGNIFICANT ASSISTANCE PROVIDED BY:
Samuel M. Davenport
Registered Trainee Real Estate Appraiser № RI 25257 (FL)

MARR APPRAISAL, LLC.
139 Beal Parkway, Unit 202
Fort Walton Beach, Florida 32548

SUBJECT PROPERTY:
Legal Description
Metes and Bounds in Section 00, Township 2 South, Range 22 West, Okaloosa County, FL. See title work.

Physical Address of Subject Property
3310 - 3324 Scenic Highway 98
Destin, FL 32541

Tax ID №: Multiple - See page 12. There is no existing single tax identification number for the entire subject parcel, 'as if vacant".

PURPOSE OF THE APPRAISAL:
The purpose of this appraisal was to derive an opinion of the current fee simple market value of the subject "as if vacant' with a valuation date current to July 23, 2022.

INTENDED USE OF REPORT:
The intended use of the appraisal is for the Trust for Public Land to evaluate a potential purchase for the subject.

INTENDED USER:
The intended user is the client stated above, the City of Destin, Okaloosa County and their assigns, attorneys, and regulatory authorities. This report is not intended or authorized for any other user or audience.

PROPERTY RIGHTS APPRAISED:
Fee Simple

EFFECTIVE DATE OF VALUE:
July 23, 2022

DATE OF REPORT:
August 18, 2022

DATE OF INSPECTION:
Samuel M. Davenport most recently viewed the subject property on July 23, 2022. Thomas A. Marr viewed the subject several times during the year prior.

SCOPE OF WORK:
Based on the Scope of Work requirements included in the *2020/2021 edition of USPAP* (Extended to December 31, 2022), I have utilized the narrative appraisal report format. This format of appraisal report requires the appraiser is responsible to coordinate the scope of work with the client, and accordingly, I am informing you I will perform a narrative appraisal report. I will utilize the vacant land sales comparison approach to value. See additional detail on page 7.

It is my opinion this process of work meets all applicable *2020/2021 edition* (Extended to December 31, 2022) ***of USPAP* standards regarding an appraisal report based on providing a credible opinion of value, as the process of work meets or exceeds the expectation of parties who are the regularly intended users for similar assignments and what an appraiser's peers actions would be in performing the same or a similar assignment.**

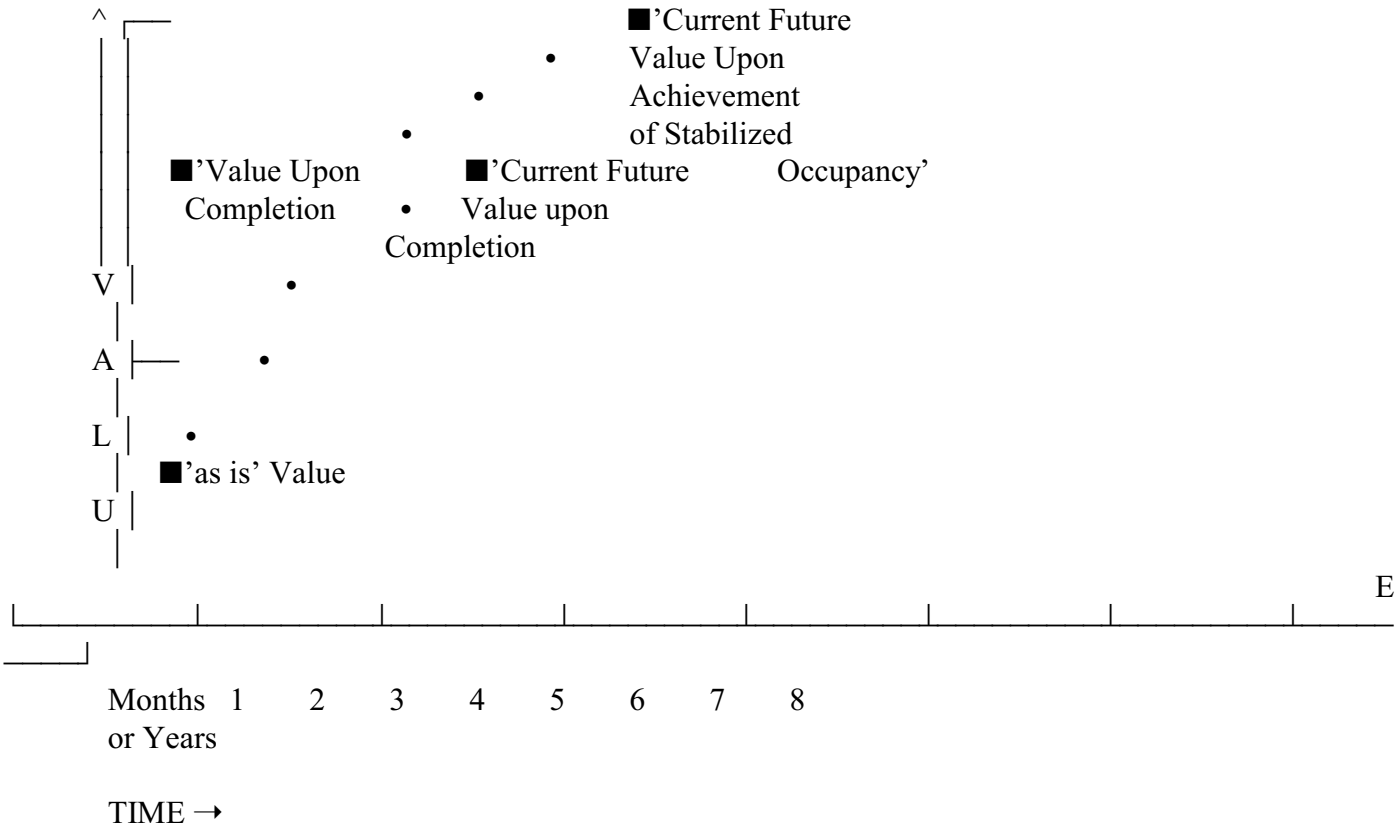
DEFINITIONS: The following definitions are provided to assist the reader in understanding this appraisal report.

Market Value[1]

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised and each acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Value Creation Continuum[2]



The preceding exhibit graphically displays the creation of value in a real estate development project over time, assuming a zero inflation environment for clarity of presentation.

The four (4) time differential values on the graph which may be considered in the appraisal of proposed developments are defined

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[1] Title XI, Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), [Pub. L. No. 101-73, 103 Stat. 183 (1989)], 12 U.S.C. 3310, 3331-3351, and section 5(b) of the Bank Holding Company Act, 12 U.S.C. 1844(b); Part 225, Subpart G: Appraisals; Paragraph 225.62 (f).
Uniform Standards of Professional Appraisal Practice, 2003 Edition, Page 3
Federal Reserve System, 12 CFR Parts 208 and 225, Sec. 225.62
Office of the Comptroller of the Currency, 12 CFR Part 34, Sec. 34.42 (g)
FDIC, 12 CFR Part 323, Sec. 323.2 (g) (2000)
Office of Thrift Supervision, 12 CFR Part 564, Sec. 564.2
NCUA, 12 CFR Part 722, Sec. 722.2

[2] Code of Federal Regulations, Title 12, as amended by the Federal Home Loan Bank Board.

as follows:

(1) **'as is'** means an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date of appraisal.

(2) **'Value Upon Completion'** means the market value of a property with all proposed construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of appraisal. With regard to properties wherein anticipated market conditions indicate stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.

(3) **'Current Future Value Upon Completion'** means the current future value of a property on the date construction is completed, based upon market conditions forecast to exist as of completion date.

(4) **'Current Future Value Upon Achievement of Stabilized Occupancy'** means the current future value of a property at a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

Fee Simple Estate[3]
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Interest[4]
An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

Leasehold Interest[5]
The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions.

Condominium[6]
A multi-unit structure or property in which persons hold fee simple title to individual units and an undivided interest in common areas.

Highest and Best Use[7]

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and which results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

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

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

...of property as improved:

The use which should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than

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[3] The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition, 2002, Page 113.

[4] Ibid., Page 161.

[5] Ibid., Page 162.

[6] Ibid., Page 59.

[7] Ibid., Page 135.

offset the cost of demolishing the existing building and constructing a new one.

Marketing Time[8]
The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal.

Exposure Time[9]
A retrospective estimate based on an analysis of past events assuming a competitive and open market.

Advocacy[10]
Representing the cause or interest of another, even if cause or interest does not necessarily coincide with one's own beliefs, opinions, conclusions, or recommendations.

Appraisal[11]
(Noun) The act or process of developing an opinion of value; an opinion of value. (Adjective) of, or pertaining to appraising and related functions such as appraisal practice or appraisal services.

Appraisal Practice[12]
Valuation services performed by an individual acting as an appraiser, including, but not limited to appraisal, appraisal review, or appraisal consulting.

Appraisal Review[13]
The act or process of developing and communicating an opinion about the quality of another appraiser's work was performed as part of an appraisal, appraisal review, or appraisal consulting assignment.

Appraiser[14]
One who is expected to perform valuation services competently, and in a manner, is independent, impartial, and objective.

Appraiser's Peers[15]
Other appraisers who possess expertise and competency in a similar type of assignment.

Assignment[16]
A valuation service provided as a consequence if an agreement between an appraiser and a client.

Assignment Results[17]
An appraiser's opinions and conclusions developed specific to an assignment.

Assumption[18]
An occurrence which is taken to be true.

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8 Ibid., Page 175

9 Ibid., Page 105

10 2020/2021 edition, *Uniform Standards of Professional Appraisal Practice (USPAP)*, Page 1

11 Ibid, Page 1

12 Ibid, Page 1

13 Ibid, Page 1

14 Ibid, Page 1

15 Ibid, Page 2

16 Ibid, Page 2

17 Ibid, Page 2

18 Ibid, Page 2

Bias[19]
A preference or inclination which precludes an appraiser's impartiality, independence, or objectivity in an assignment.

Business Enterprise[20]
An entity pursuing an economic entity.

Business Equity[21]
The interests, benefits, and rights inherent in the ownership of a business enterprise or a part thereof in any form (including, but not necessarily limited to, capital stock, partnership interests, cooperatives, sole proprietorships, options, and warrants).

Client[22]
The party or parties who engage an appraiser (by employment or contract) in a specific assignment.

Confidential Information[23]
Information is either:

- identified by the Client as confidential when providing it to an appraiser and is not available from any other source; or,

- classified as confidential or private by applicable law or regulation.

Cost[24]
The amount required to create, produce, or obtain a property.

'Credible'[25]
Worthy of belief.

Extraordinary Assumption[26]
An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Feasibility Analysis[27]
A study of the cost-benefit relationship of an economic endeavor.

Hypothetical Condition[28]
An assertion which is contrary to what exists but is supposed for the purpose of analysis.

Intangible Property[29]
(Intangible Assets) Nonphysical assets, including, but not limited to, franchises, trademarks, patents, copyrights, goodwill, equities, securities, and contracts as distinguished from physical assets such as facilities and equipment.

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[19] Ibid, Page 2

[20] 2020/2021 edition, USPAP, Page 2

[21] Ibid, Page 2

[22] Ibid, Page 2

[23] Ibid, Page 2

[24] Ibid, Page 2

[25] Ibid, Page 3

[26] Ibid, Page 3

[27] Ibid, Page 3

[28] Ibid, Page 3

[29] Ibid, Page 3

Intended Use[30]
The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the Client at the time of the assignment.

Intended User[31]
The Client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the Client at the time of the assignment.

EXTENT OF THE PROCESS OF COLLECTING, CONFIRMING, AND REPORTING DATA:

Preparation of this appraisal included the following:

- The subject parcel was inspected by the appraiser and the property was photographed. File data for similar properties was reviewed.
- The property was individually analyzed.
- The appraiser examined the economic, social, governmental, and environmental forces affecting value in the subject neighborhood and the entire market area as a whole.
- Market forces in the neighborhood and overall market were analyzed including the supply and demand for similar properties in the market.
- The appraiser confirmed the data employed in this report and analyzed the results.
- The Vacant Land Sales Comparison approach was employed as the method of deriving an opinion of value for the fee simple interest of the subject parcel. This analysis was augmented with three feasibility analyses.

IDENTIFICATION OF THE TYPE OF APPRAISAL REPORT FORMAT:
I have provided an **Appraisal Report**, as defined by the *2020/2021 edition* (Extended to December 31, 2022) *of the Uniform Standards of Professional Appraisal Practice*, which contains summaries of relevant conclusions, data, and analysis used in the report.

TERMS OF THE FINAL VALUE OPINION:
The final opinion of the current market value of the leasehold interest in the subject property, in an 'as is' condition, is expressed in terms of cash or financing terms equivalent to cash.

POLICY STATEMENT OF THE APPRAISAL INSTITUTE:
It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic, or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or a conclusion with respect to neighborhood trends, upon stereotyped, biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

The appraiser notes that he not a member of the Appraisal Institute and has not attended Appraisal Institute continuing education.

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[30] Ibid, Page 3

[31] Ibid, Page 3

GENERAL ASSUMPTIONS:

1. No responsibility is assumed for the legal description provided or for matters relevant to legal or title considerations. Title to the property is assumed to be marketable unless otherwise stated. The legal description used in this report is assumed to be correct.

2. The subject property is appraised free and clear of any or all liens, leases, or encumbrances unless otherwise stated. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report.

3. No survey of the property has been made by the appraisers and no responsibility is assumed in connection with such matters. Sketches, plot plans, or illustrative material presented in this report are included only to assist the reader in visualizing the property.

4. Information and data furnished by others is usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the appraisal, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraiser.

5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

6. It is assumed there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

7. It is assumed 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 the subject property is in compliance with all applicable zoning and land use regulations, unless a nonconformity has been stated, defined and considered in the appraisal report.

9. It is assumed all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use which the value estimate contained in this report is based.

10. It is assumed the utilization of the land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass unless noted within the report.

EXTRAORDINARY ASSUMPTIONS:
None.

GENERAL LIMITING CONDITIONS AND HYPOTHETICAL CONDITIONS:

1. This is a Narrative Appraisal Report which is intended to comply with the reporting requirements set forth in accordance with the *2020/2021 edition* (Extended to December 31, 2022) *of the Uniform Standards of Professional Appraisal Practice* for an Appraisal Report. As such, it includes full discussions of the data, reasoning, and analyses used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the addenda to the report. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. Appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers suggesting the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption there exists no such material on or in the property causing a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraisers' descriptions and resulting comments are the result of the routine observations made during the appraisal process.

3. The subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the *Americans with Disabilities Act*. The presence of architectural and communications barriers which are structural in nature which would otherwise restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

4. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

5. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make party aware of all the assumptions and limiting conditions of the assignment.

6. The appraisers affixing their signatures to this appraisal report will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.

7. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.

8. The appraisers have not been supplied with a report of the subsoil conditions indicating the exact capacity of the subsoil. I do not have the benefit of subsoil test results of the properties and detection of possible soil defects would be beyond my realm of expertise. However, there appear to be no hidden or apparent conditions of the subject sites or subsoil structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

9. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Assumptions, Special Assumptions and General Limiting Conditions.

HYPOTHETICAL CONDITIONS:

I am deriving a value for an approximate 2.04 acre parcel assemblage which is currently improved with three detached homes and a dune walkover associated with an access easement over the west five feet of the subject assemblage. However, based on guidance from the client, I am deriving a value for land only, or land 'as if vacant". Thus, I am using a hypothetical condition in that I am appraising something which is not there as of the date of viewing.

CERTIFICATION:
I possess no present or current interest in the subject of this appraisal and no personal interest of bias with respect to the parties involved in this appraisal. I possess the appropriate education and experience to conduct this appraisal.

I have never previously appraised the subject property and have performed no services regarding the subject property in the past three years.

I will not divulge the analytical findings or conclusions to anyone other than the client or designee, except as may be required by the Appraisal Institute or by a court of law with the power of subpoena.

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

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

3. I have no present or current interest in the property which is the subject of this report and no personal interest with respect to the parties involved.

4. I have no bias with respect to the property which is the subject of this report or to the parties involved with this assignment.

5. The engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value favoring 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.

7. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *2020/2021 edition* (Extended to December 31, 2022) *of the Uniform Standards of Professional Appraisal Practice*.

8. Samuel M. Davenport made a personal viewing of the property which is the subject of this report on July 23, 2022.

9. The opinion of market value 'as is' of the 100% fee simple ownership interest in the subject property, as of the date of last my personal viewing of July 23, 2022, is estimated as:

FIFTEEN MILLION THREE HUNDRED THOUSAND DOLLARS
$15,300,000

Respectfully submitted,

Thomas A. Marr
State-Certified General Real Estate Appraiser № RZ 2645 (FL)

DESCRIPTION OF REAL ESTATE APPRAISED

SITE

Ownership:

The subject parcel assemblage is an aggregate 2.04 acre parcel assemblage, located directly on the Gulf of Mexico.

The assemblage is comprised of the following:

Parcel # 00-2S-22-0390-0000-0010 - owned by The Heinz Dieter Blasbichler Trust per ORB/P 3101/3355.

Parcel # 00-2S-22-0580-000A-0090 - owned by The Blasbichler HD Trust, per ORB/P 3540/202.

Parcel # 00-2S-22-0580-000A-0100 - owned by The Blasbichler HD Trust, per ORB/P 3540/202.

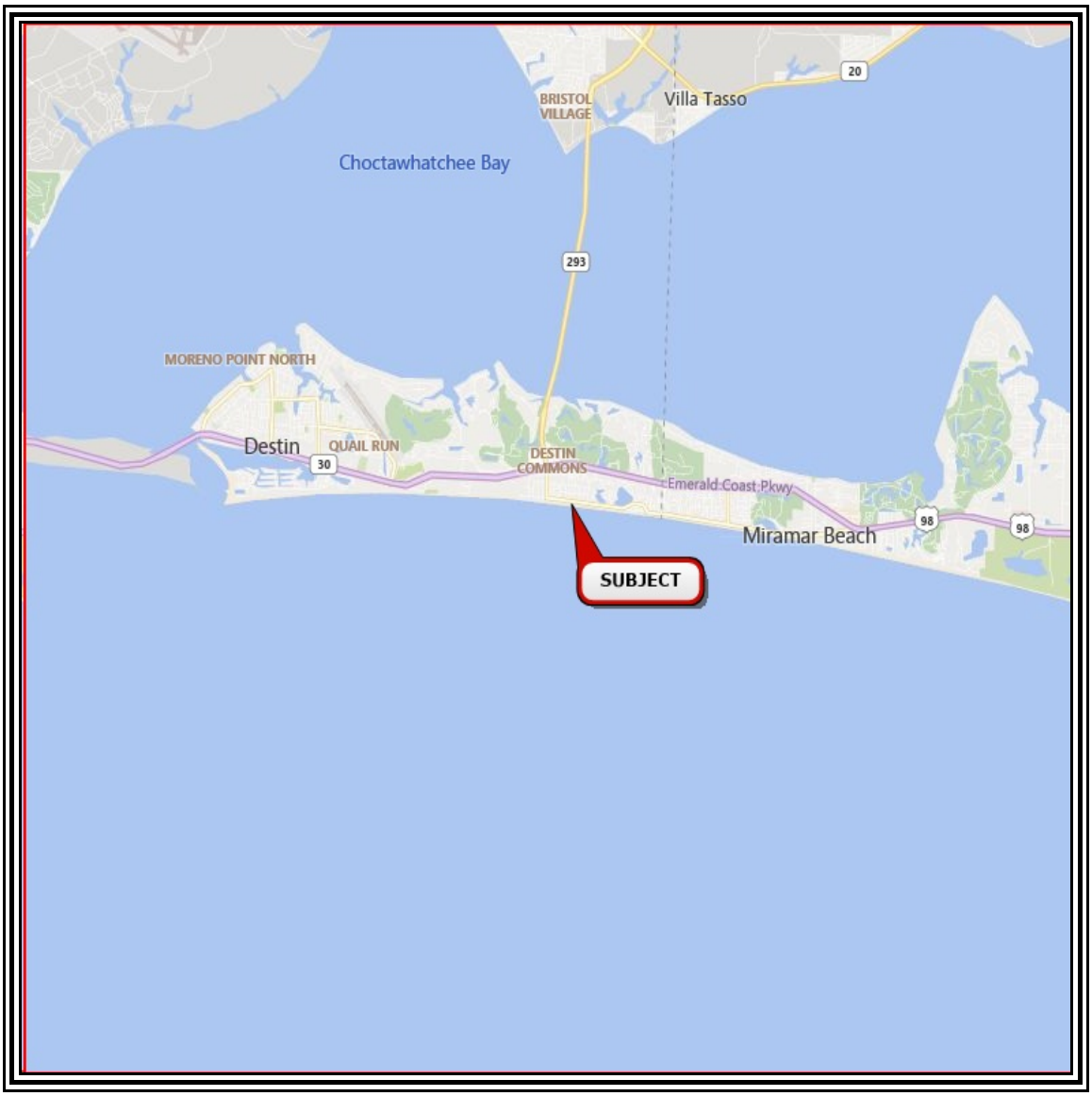
Parcel # 00-2S-22-0580-000A-0110 - owned by The Blasbichler HD Trust, per ORB/P 3540/202.

The deeds are long and contain other parcels. See the Okaloosa County Property Appraiser web site for copies of the deeds and legal descriptions.

Location Description:
The subject parcel is located directly on the Gulf of Mexico in the Crystal Beach area of urban Destin, Florida.

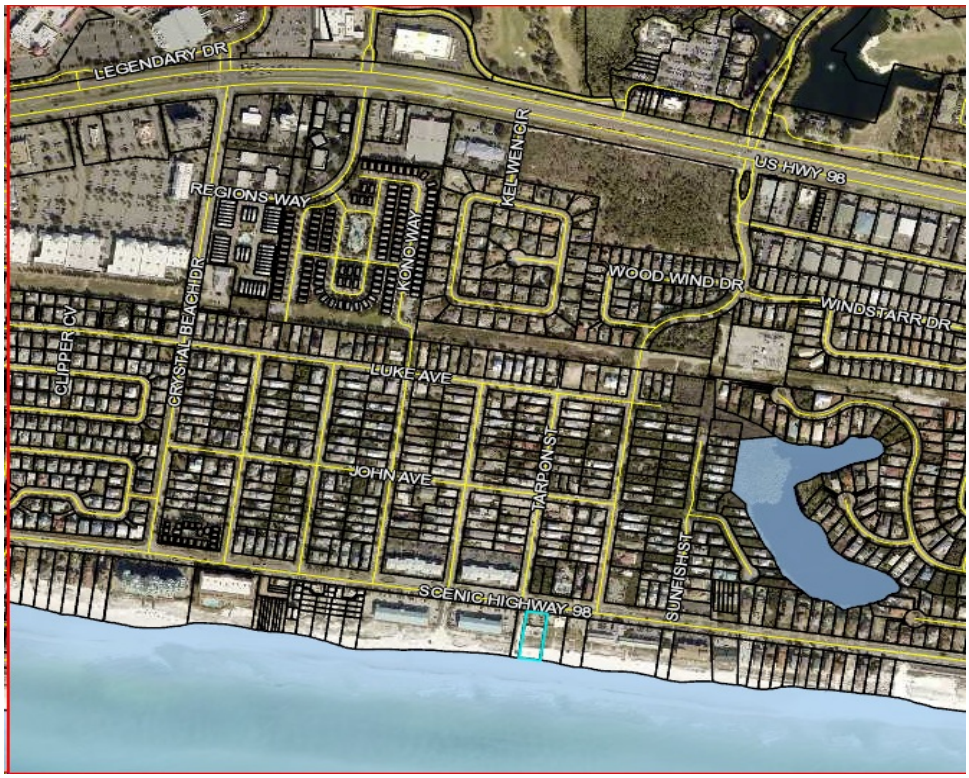
The surrounding area is a collection of older and newer detached homes, condominiums, town home projects and some limited commercial use. This entire area in Crystal Beach, running parallel to the Gulf of Mexico, is a high density seasonal rental area with all types of both detached and attached construction dedicated to seasonal rental use.

See the following series of maps which capture the subject area from large scale to small scale, in that order.



The following map provides a more in depth view of the immediate subject area in Crystal Beach

Note that the immediate area is almost 100% built out with a combination of older and newer residential housing product.



The following aerial illustrates the subject site.

Size/Shape:
I was not provided a survey.

I scaled the subject, using the Okaloosa County Property Appraiser web site.

Per my calculations, these are the aggregate subject dimensions for the entire subject parcel area:

> Lot Dimensions and Frontages
> 340 feet on the north side; fronting Scenic Highway 98;
> 266 feet on the east side;
> 340 feet on the south side; fronting the Gulf of Mexico, and
> 259 feet on the west side;

These dimensions result in an approximate 2.04 acre parcel, rounded to 2.05 acres for the remainder of the analysis.

Excess Land:
None.

Easements/Encroachments/Deed Restrictions:

Parcel 00-2S-22-0390-0000-0010, the 40 foot wide parcel on the west end of the subject assemblage, has the Tarpon Street dune walkover over the western five feet of the forty feet. The following extract from the warranty deed indicates the easement, however, does not indicate a width. Per conversation between Thomas A. Marr and Dieter Blasbichler, owner, we agreed that the easement was probably 5 feet. I consider this moot as if the City of Destin became the eventual owner, they would own the subject property as well as the easement rights.

PARCEL #3: "The East 40 feet of the following described property:
That portion of Block A, lying between the Southerly extension of the East line of Block 6 and the West line of Block 4 of Crystal Beach, a subdivision of the West mile of the East two miles of the Destin Peninsula, Township 2 South, Range 22 West, Okaloosa County, Florida, according to the plat thereof as recorded in Plat Book 1 at Page 17, of the Public Records of Okaloosa County, Florida. Subject to any easements granted for ingress and egress to the Gulf over a Southerly extension of 4th Street according to the plat of said Crystal Beach.
And
That portion of Block A, lying between the Southerly extension of the West line of Block 4, and Westerly of a Southerly extension of the West line of Block 3, in Crystal Beach, a subdivision of the West mile of the East two miles of the Destin Peninsula, Township 2 South, Range 22 West, Okaloosa County, Florida, according to the plat thereof recorded in Plat Book 1 at Page 17, of the Public Records of Okaloosa County, Florida."

PARCEL ID: 00-2S-22-0390-0000-0010

SAID PARCEL IS NOT THE HOMESTEAD OF THE GRANTOR

Parcel # 00-2S-22-0580-000A-0110, the easternmost parcel, has the following deed restrictions as referenced in the deed and found at ORB/P 33-401 to 33-404.

Paragraph 1 is inconsistent with current cultural and ethnic opinion in most markets.

However, Paragraph 7 indicates that the deed restrictions terminate on January 1, 1972

See following four pages:

FILED

1956 NOV 19 PM 10:28

CECIL L. ANCHORS
CLERK CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

BOOK 39 PAGE 401

STATE OF FLORIDA }
COUNTY OF OKALOOSA }

KNOW ALL MEN BY THESE PRESENTS: That we, Burney M. Henderson, individually and as trustee, and Elizabeth F. Henderson, his wife, in consideration of the sum of Ten Dollars and other valuable considerations to us in hand paid, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey to J. T. Thomas and Clara S. Thomas, husband and wife, their heirs and assigns forever, the following real estate situate, lying and being in Okaloosa County, Florida, to-wit:

> That part of Block A included between the Southerly extensions to the Gulf of Mexico of the East line of Block 3 and the West line of Lot 5 of Block 3, together with riparian rights thereto belonging, according to the plat of the subdivision known as Crystal Beach, a subdivision of a portion of Township 2 South, Range 22 West, according to the plat thereof by C. H. Overman, C. E., filed for record in the office of the Clerk of the Circuit Court of Okaloosa County, Florida.

Together with all and singular the reparian rights and the reversions, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

It is covenanted and agreed by the parties of the second part, their heirs and assigns, as a part of the consideration for, and as an inducement to the execution of this deed by the party of the first part, and as covenants running with the title of the above described land as follows:

1. That no part of the property shall ever be rented, sold or otherwise disposed of to any person or persons of the negro race, or of African descent, or occupied by them except as domestic servants employed by the tenant or owner of a particular lot or parcel; nor shall any house, tourist court, motel, cottage, hotel, cafe, restaurant, bar, saloon, or other similar establishments, be placed on said land for the use of, or for serving persons of the negro race or African descent; nor shall any place be set aside for or used for the serving of intoxicating or alcoholic beverages to any person, or persons, of the negro race or of African descent.

2. Sewage, as defined in Section 307.04 Florida Statutes, 1941, shall be disposed of on all portions of said property only by the proper installation of tile disposal fields, or adequate septic tanks of proper dimensions, and of the type and manufacture approved by the State Board of Health of the State of Florida, each such tank to be installed by a competent plumber in the proper manner as approved by said State Board of Health. There shall never at any time be constructed or maintained on any part of the property any surface toilet or other method of sewage disposal, except by means of a tile disposal field or septic tanks as set forth in this paragraph; provided, however, that if public sewer lines shall be made available, connections therewith, in accordance with the regulations of said State Board of Health shall be deemed a compliance with this covenant.

A sanitary sewage disposal system in accordance herewith shall be completed and in operation upon the premises of each owner before any building erected on any part of such premises is occupied.

3. That no use shall be made of any lot or parcel of property hereby affected that would constitute a nuisance or operate as injury to the value of any neighboring lot. The keeping of swine on any part of the property covered by these covenants and restrictions shall be deemed and taken to be a nuisance and prohibited hereby.

4. No trailer, shack, tent, garage, barn, or other out-building on any part of the property shall ever be occupied as a temporary or permanent residence, except that owners may quarter their domestic servants in their garages or out-buildings on their lots.

5. Said property shall never be used for any purpose other than residential purposes or for the operation of restaurants, cafes, resort hotels, motels, tourist courts or rental cottages and no filling station, store, soft drink place, bar, saloon, or other place of commercial business shall ever be operated on any of the property above described, except as may be authorized elsewhere in these restrictions and covenants, and no intoxicating beverages shall ever be sold on any portion of the property except as provided for elsewhere in these restrictions and covenants. If such property is used exclusively for residential purposes, not more than two residences shall be located on each 100' width thereof measured from east to west. No restaurant or cafe of a less value then $25,000.00 and no resort hotel, motel, or boarding house of a less cost or value than $30,000.00 (Thirty Thousand Dollars) shall ever be erected or maintained on any part of the property affected by this paragraph. No rental cottage shall be erected on any part of said land at a cost or value less than $3,600.00, and no residence or private dwelling shall be erected at a less cost or value than $7,500.00 and no other structure shall be erected on any parcel or lot before there has been erected thereon, or substantially started a residence or rental unit of not less than the values above specified. In order to be considered a rental cottage for the purpose of the lower restrictions in value as above set out, the unit must be regularly offered for rent to the public.

No sleeping unit in any hotel, motel or tourist court consisting of bedroom and bath shall be of a less cost or value than $2,350.00 and no sleeping unit in any hotel, motel or tourist court shall be of a less cost or value than $1,850.00, both the above being exclusive of unattached furniture and fixtures.

The minimum value as designated for improvements in this deed shall be based on the Wholesale Price Index for all Commodities (1947-49 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics, these minimum values being subject to increase or decrease, if the average values of the said Index for any calendar year shall be greater or less than the Index figure of 115.0 by as much as five percent, and the percentage of increase or decrease of such minimum values shall be the percentage of increase or decrease of the said Index figure above or below 115.0, and such increase or decrease of the minimum values shall automatically and immediately be effective for the ensuing calendar year, and as to whether such minimum requirements of value for any year are being met as to improvements on any lot or parcel shall be the burden and obligation of the owner of said lot or parcel.

Nothing herein shall prohibit any owner from quartering his domestic servants within any garage or out-building on his land, but structures generally known as garage apartments shall never be erected on any portion of the land.

No restaurant, cafe, motel, resort hotel, tourist court or rental cottage shall be erected unless it be of high class, and of construction and appearance comparable to the best and highest type of similar units being constructed in similar areas and for similar purposes at or about the same time. The provisions elsewhere in these restrictions against stores, soft drink places, bars, saloons and commercial establishments shall not prohibit the operation of such places in connection with any restaurant, cafe, resort hotel, motel, tourist court, or group of rental cottages, provided that they are housed only in the main building thereof, or in adjoining and connecting buildings under the same ownership, and that such business or businesses shall be incidental to the main business, shall not constitute the primary business, shall be in keeping with its value and shall be of

high class. None of such permitted businesses shall front on State Highway No. 30 (formerly State Highway #115), (also known as U.S. Highway 98), or be carried on or be within 50 feet thereof.

No room or place in any restaurant, cafe, resort hotel, motel, tourist court, or rental cottage shall be used exclusively for the sale of intoxicating beverages, unless it be a high class type of cocktail lounge or room. No alcoholic liquors or intoxicating beverages shall ever be sold or dispensed to persons of the negro race, or of African descent. The provision against filling stations elsewhere in this instrument shall not prohibit the operation of filling stations, for serving the guests of any hotel, motel, tourist court, or group of rental cottages, but such permitted stations shall not front on State Highway No. 30 (as above designated), or be within 100 feet thereof, and shall be operated solely for serving the guests of a hotel, motel, tourist court, or group of rental cottages, and not as a commercial filling station for the service of the public at large. In order to be considered a hotel, motel, tourist court or group of rental cottages within the meaning of this paragraph for the purpose of allowing, under certain conditions, as set out herein, the operation of stores, soft drink places, bars, saloons, filling stations, and commercial establishments, which had been elsewhere prohibited, such hotel, motel, tourist court, or group of rental cottages must have a minimum of sixteen sleeping units consisting of sixteen bedrooms and eight baths regularly furnished and offered for rent to the public.

6. No building of any kind shall be erected closer than five feet to any side lot line bordering on a street or easement, nor within five feet of the property line of any adjacent owner without the consent of said adjacent owner.

7. These covenants and restrictions shall run with the land above described, and shall be binding on the grantees herein, their heirs and assigns and upon all persons claiming under them whatsoever, until January 1, 1972, at which time they shall terminate.

Invalidation of any of the foregoing restrictions by the judgment or order of any court shall not in any way affect the remainder thereof. The insertion of these restrictions in this instrument shall not be taken as evidence of any plan of grantors to restrict similarily or otherwise any other property in the said subdivision and shall not affect grantors' right to convey such other property free of any restrictions or to release any already placed thereon.

No delay or commission of grantors to enforce any restriction, or to attempt to do so, upon breach or violation thereof, shall impair any right, power or privilege herein contained to later enforce the same or any other restriction, or shall be construed to be a waiver of such restriction (or violation thereof) or any other restriction, or as a waiver of any right, power or privilege herein contained.

8. There is also reserved unto the grantors, their heirs and assigns, easement for the purpose of running water line, or lines, across this property, said easement to be adjoining on the south side, and parallel to State Highway No. 30, (as above designated), unless another location is agreed to between the parties hereto or their heirs and assigns.

TO HAVE AND TO HOLD the above described and conveyed property unto the said J. T. Thomas and Clara S. Thomas, their heirs and assigns forever.

And the grantors covenant that they are well seized of the above described and conveyed property; that it is free of encumbrances except the above mentioned restrictive covenants, and that they, their heirs,

BOOK 33 PAGE 404

executor and administrators will warrant and defend the title thereto in the grantees, their heirs and assigns against the lawful claims of all persons whomsoever, subject to restrictive covenants above mentioned.

IN WITNESS WHEREOF we have hereunto set our hands and seals this the 7th day of November, 1956.

Signed, sealed and delivered in the presence of:

Burney M. Henderson Trustee (SEAL)
Burney M. Henderson, Trustee

Burney M. Henderson (SEAL)
Burney M. Henderson, Individually

Elizabeth F. Henderson (SEAL)
Elizabeth F. Henderson

STATE OF FLORIDA }
COUNTY OF ESCAMBIA }

Before the undersigned authority personally came Burney M. Henderson, and Elizabeth F. Henderson, his wife, both to me well known and known to me to be the persons of those names mentioned in and who executed the foregoing instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth. And the said Elizabeth F. Henderson, wife of the said Burney M. Henderson, on a private examination by me had and held separate and apart from her said husband, acknowledged to me and declared to me that she executed the said instrument freely and voluntarily and without apprehension or fear, compulsion or constraint of or from her said husband.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this the 7th day of November, 1956.

Notary Public, State of Florida at Large. My Commission Expires - 4/5/57

Before the undersigned authority personally came Burney M. Henderson, well known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same individually and as trustee for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this the 7th day of November, 1956.

Notary Public, State of Florida at Large. My Commission Expires - 12/11/57

STATE OF FLORIDA #45701
OKALOOSA COUNTY
I hereby certify that this instrument was filed for record this ... A.D. 19 56 at 10:55 ... and recorded in Book 33 of O.R. ... and record verified.
CECIL G. ... CLERK CIRCUIT COURT
BY ... DEPUTY CLERK
FEE $ ...

Utilities:

Utility	*Provider*	*Utility*	*Provider*
Electricity	FPL NWF	Storm Water Drainage	Destin
Water and Sewer	Destin	Fire Department	Destin
Natural Gas	Okaloosa Gas	Police Department	Okaloosa County Sheriff by contract
Telephone	Sprint-Centel	Refuse Removal	By contract
Cable Television	Cox Cable		

Ingress/Egress:
Ingress/egress is currently available directly from Scenic Highway 98, which runs along the entire northern side of the subject parcel.

East bound traffic simply makes a right turn into the subject parcel. There is no center turn lane, thus, west bound traffic must execute a crossover east bound traffic to access the subject. However, traffic is generally light other than a few summer months and there is little problem turning south to the subject parcel.

Access should be considered as typical in the market.

The subject parcel is of a sufficient size that there should be no issues in establishing adequate parking for any proposed improvements.

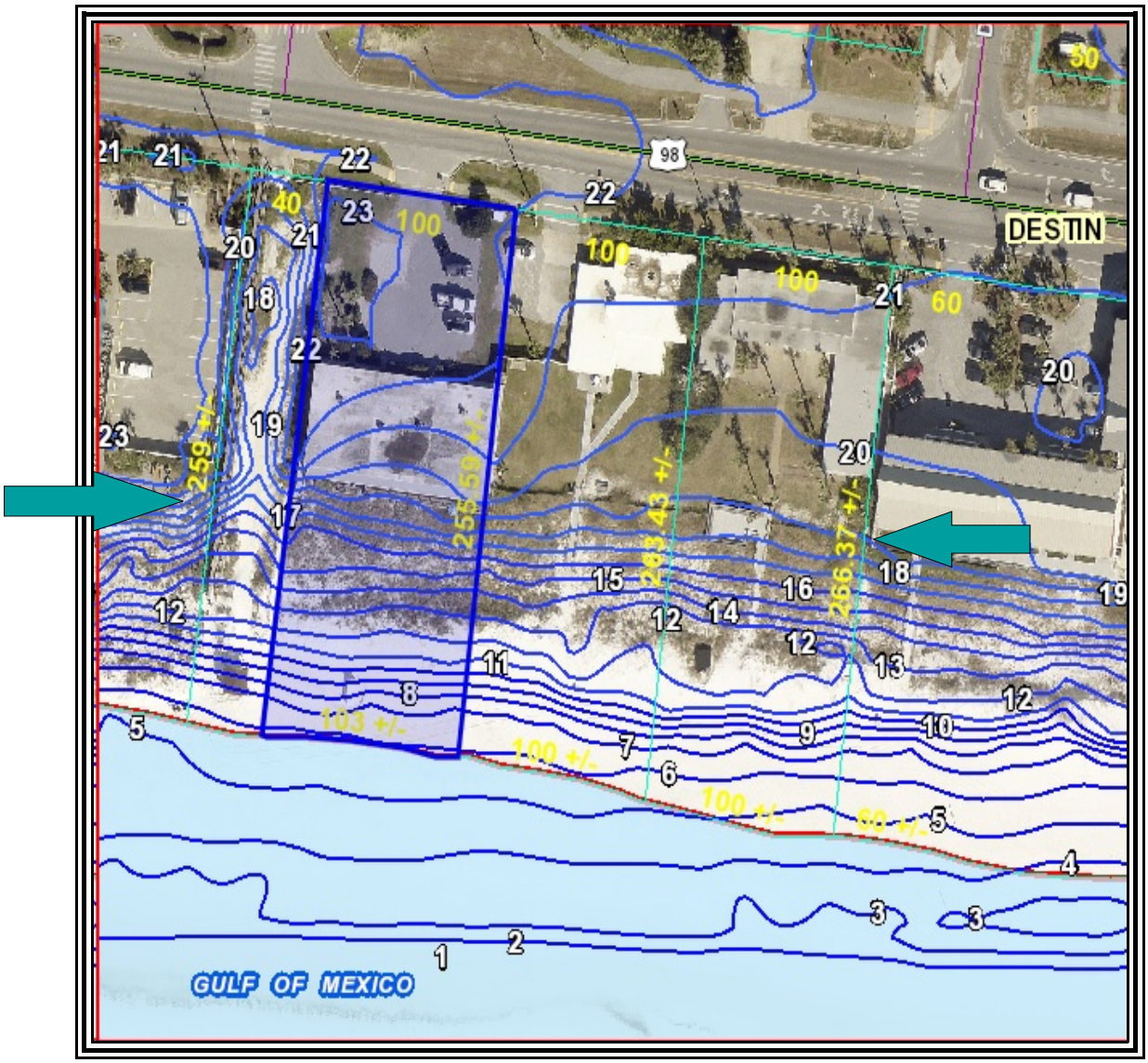
Access and egress is typical of most locations in the market as there is no traffic signal present at the subject location, and entering and exiting traffic must coordinate traffic flow independently.

Topography:

The soil appears to be *Newhan-Corolla Complex - Rolling*. These soils are often level to steep in a matter of a few yards and are excessively drained. These soil types are often found in undulating dunes near the gulf coast. Typically the Newhan soil is white sand to a depth of 45 inches. Permeability is very rapid. The natural vegetation is sea oats and stunted sand pine. The soils preclude many uses such as agricultural and the soil is best used for sites for homes, lawns, parks, playgrounds or open spaces. Soil Survey[32].

The subject is at the grade of Scenic Highway 98. Drainage appears as adequate based on the drainage system and the natural water flow south toward the south to the gulf.

The following map indicates a steep contour drop as one nears the Gulf of Mexico, noted by the green arrows.



[32] Soil Conservation Service, United States Department of Agriculture, *Soil Survey of Santa Rosa County, Florida*.

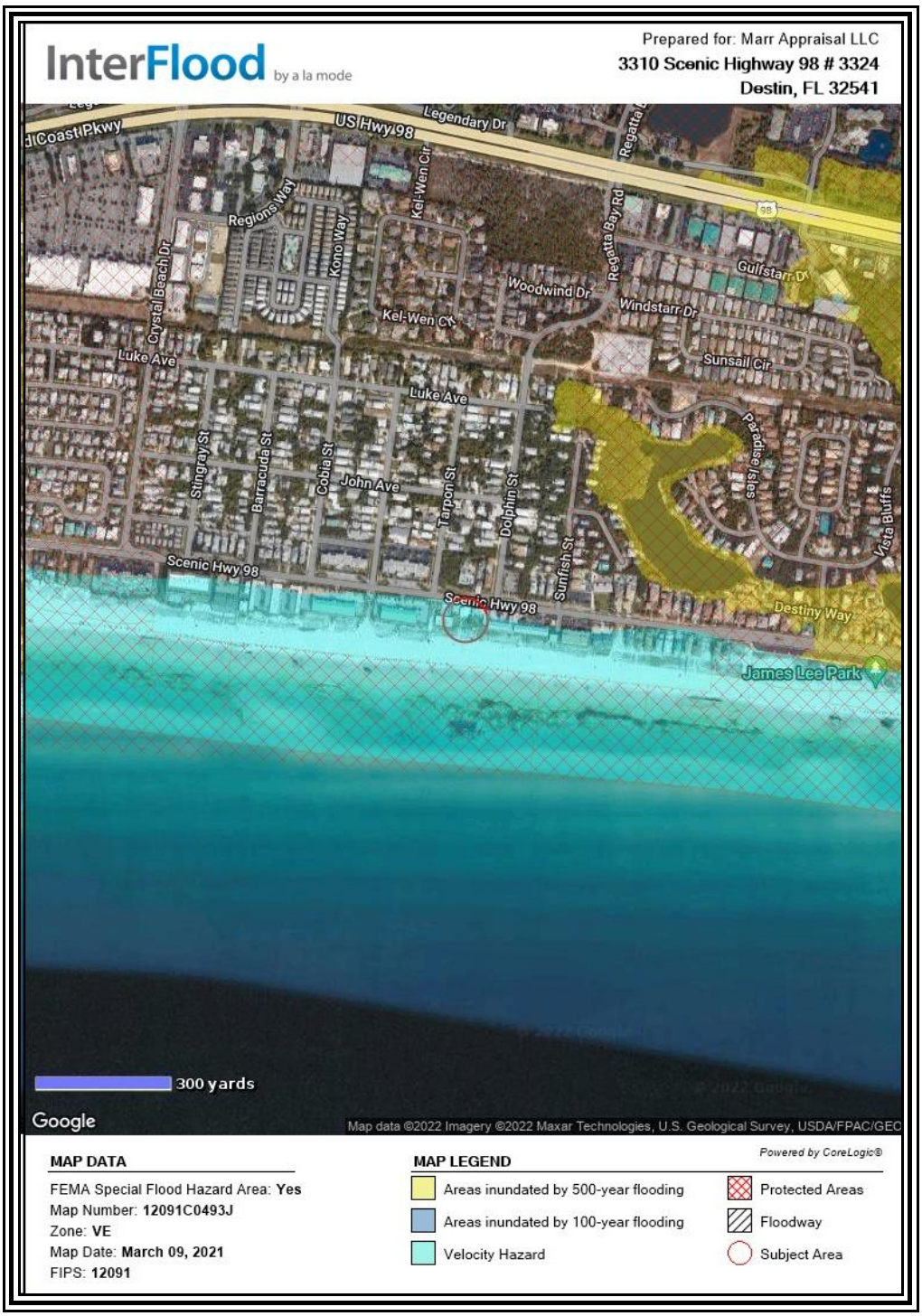
Flood Risk:

FEMA Map Panel	*Map Area*	*Dated*	*Flood Zone*
12091C 0493 H	Okaloosa County	12-6-2002	'VE'

The subject is located entirely in a Flood Zone 'VE' based on the appropriate flood panel.

Any final determination of flood zone status should only be made by an adequately insured, licensed Florida Surveyor utilizing the latest FEMA Panels. The following information is from the FEMA website.

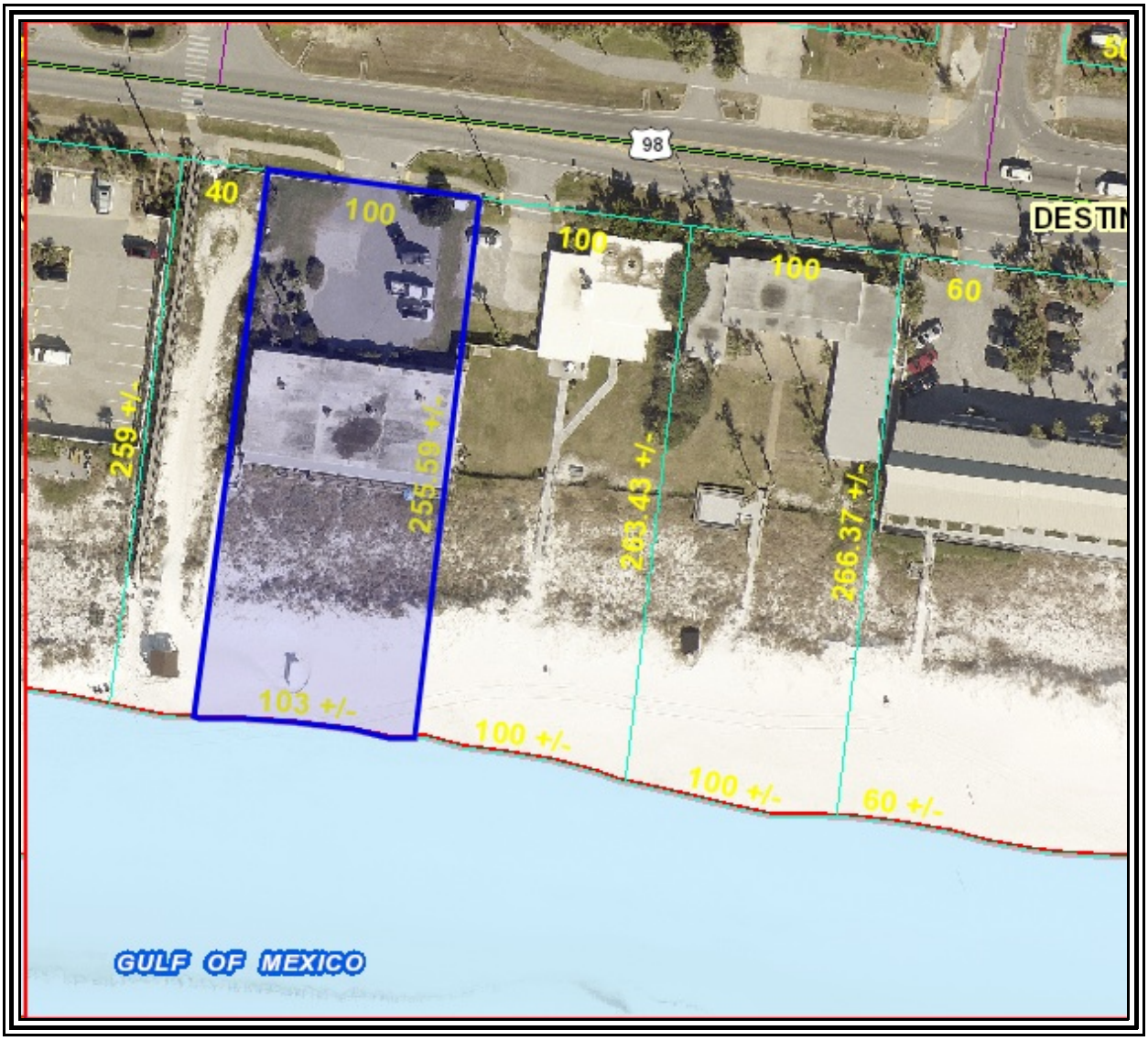
'A 100-year flood is a flood which has a 1-percent chance of being equaled or exceeded in any given year. A base flood may also be referred to as a 100-year storm and the area inundated during the base flood is sometimes called the 100-year flood plain.



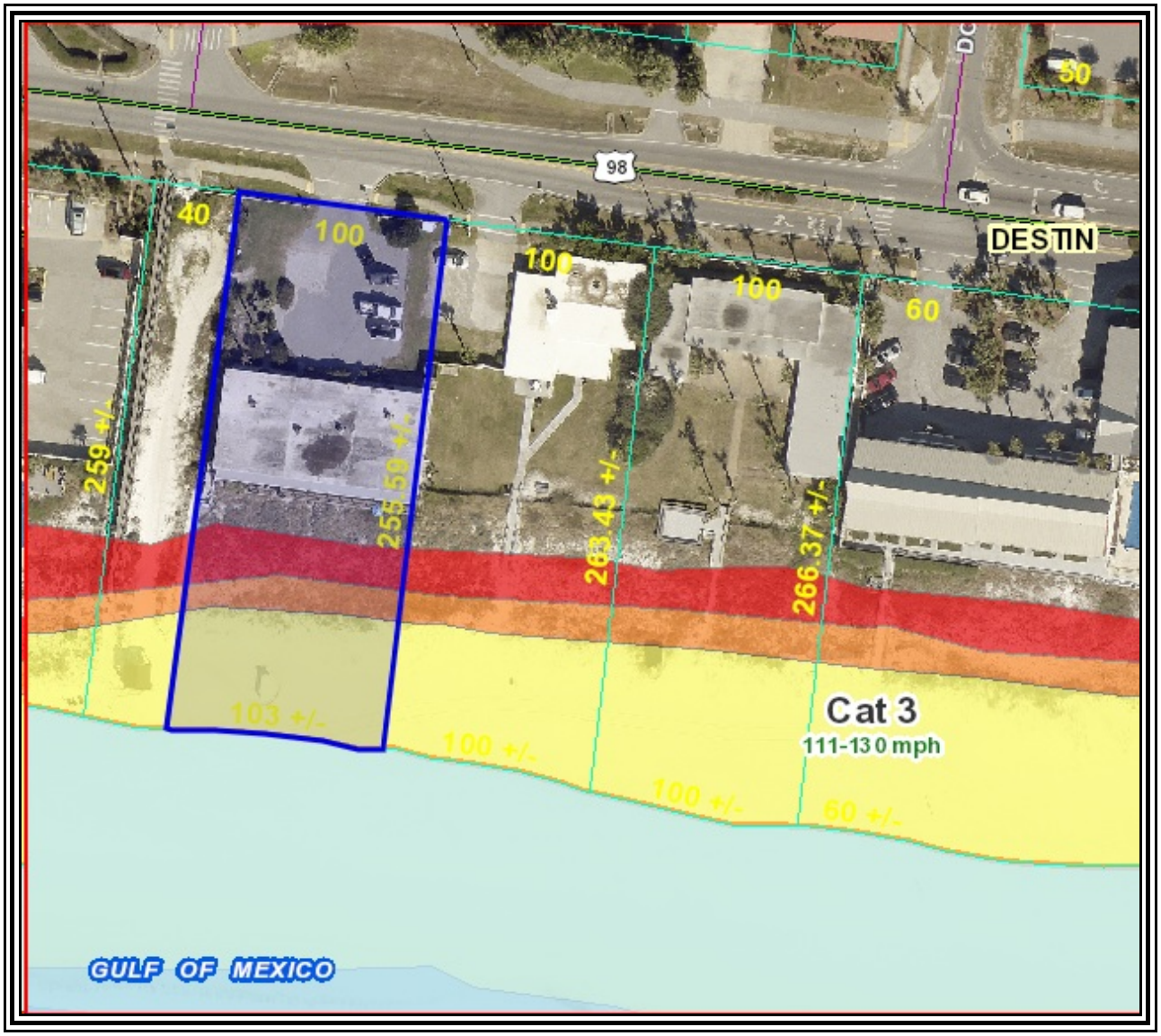
Wetlands:

The entirety of the subject appears to be without wetlands.

This lack of wetlands is conducive to potential residential development.

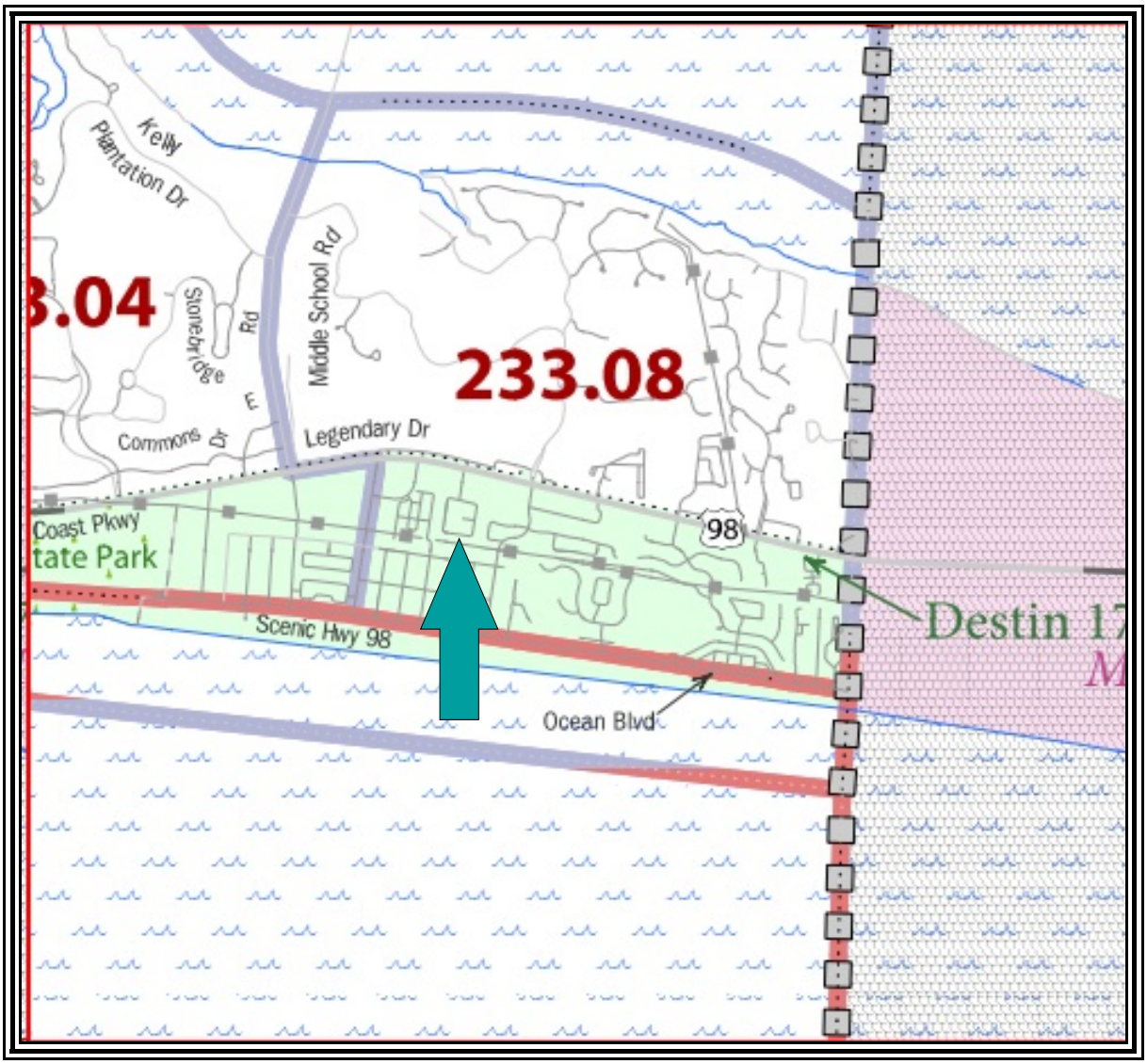


Hurricane Surge Zone:



Census Tract:

The subject is located in census tract 0233.08.



SUBJECT PHOTOGRAPHS

SCENIC HIGHWAY 98 TO THE WEST

SCENIC HIGHWAY 98 TO THE EAST

TARPON STREET DUNE WALKOVER ON WEST END OF SUBJECT

VIEW FROM WEST TO EAST - NOTE SUBSTANTIAL DROP IN CONTOUR

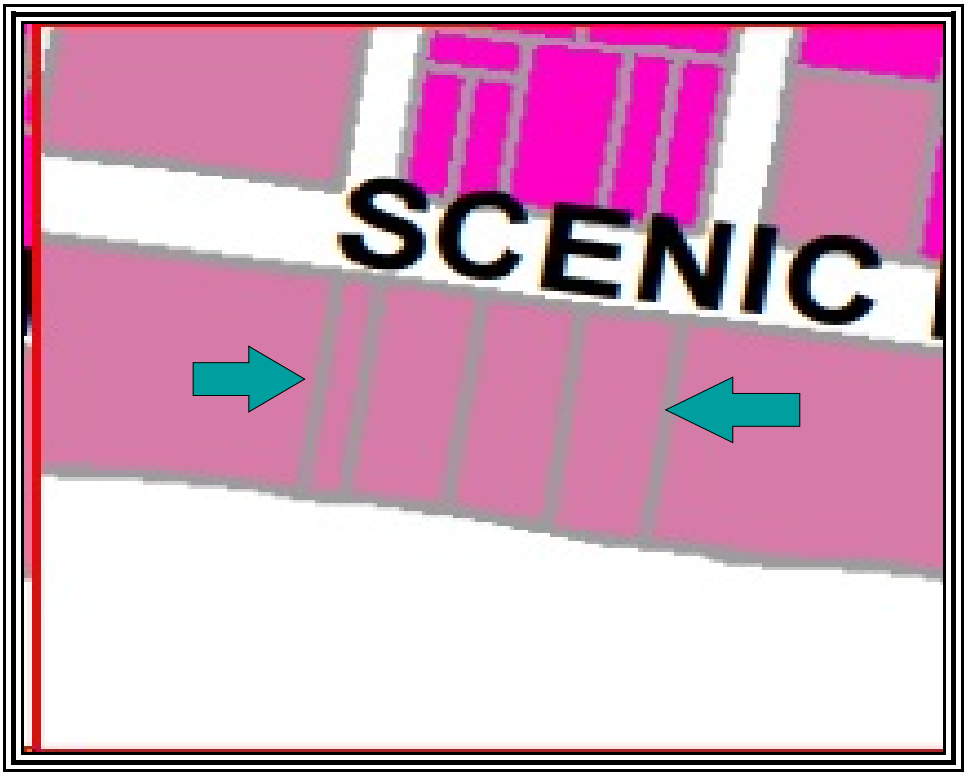
VIEW TO THE WEST - WALKOVER IS THE TARPON STREET BEACH ACCESS

STREET VIEW

Zoning:

The zoning map indicates that the subject parcel is zoned Crystal Beach Resort.

This zoning designation is primarily a mixed use designation, allowing residential or commercial development, or a mix of development.



See the following excerpt from the Destin Land Development code for additional data.

The following chart indicates that the subject could be developed to six units per acre. However, the minimum lot width is 70 feet. Thus, despite the fact the subject is three acres, I consider the maximum legal number of detached, single family lots, to be four lots total.

The chart indicates that up to 12 units per acre can be developed for attached condominium development. I will get into this in depth later in the report, however, I assume that 36 units could be legally permitted.

Policy 1-2.4.2: Crystal Beach Resort (CBR). The "CBR" designation provides for residential and limited nonresidential uses. Both permanent long-term and short-term residential uses are permitted. Commercial hotels, motels, bed and breakfast establishments, and other commercial transient living accommodations shall be allowed. Nonresidential uses shall include places of worship, community buildings, public facilities, schools, libraries, post offices, childcare centers, clubhouses, museums, visual and performance arts buildings, neighborhood retail commercial goods and services not exceeding 5,500 square feet designed primarily to serve the needs of the Crystal Beach resort area, offices, medical and dental clinics, laundries and dry cleaning drop off centers, banks, fitness centers, dinner clubs and restaurants. The following maximum development standards shall be applied to future development within "CBR" designated areas:

TABLE 1-10: GENERAL DEVELOPMENT STANDARDS FOR "CBR" DESIGNATED LAND

Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	30'/3 stories	Up to 6.00	N/A
Multi-Family Residential	50'/4 stories	Up to 12.00	N/A
All other permitted uses and mixes of uses as described in Policy 1-2.4.2	50'/4 stories	N/A	0.7

TAX ASSESSMENTS AND AD VALOREM TAXES

The assessed values in the neighborhood are reasonable, but assessed values vary from 20% to 500% of market value and have little impact, if any, on the market. The tax identification number, assessed value, gross tax amount due, amount paid, and date paid for the 2020 tax year follow:

Tax Identification Number	Assessed Value	Gross Tax Amount Due	Amount Paid	Date Paid
00-2S-22-0390-0000-0010	$282,492	$3,367.72	$3,367.72	11/27/2021
00-2S-22-580-000A-00900	$1,944,005	$23,175.41	$23,175.41	11/27/2021
00-2S-22-0390-0000-0010	$1,826,073	$21,769.48	$21,769.48	11/27/2021
00-2S-22-0390-0000-0110	$1,826,507	$21,774.65	$21,774.65	11/27/2021

According to the Okaloosa County Tax Collector's web site, there 2021 ad valorem taxes have been paid in full.

I note that the aggregate assessed values were $5,879,077.

The aggregate improved values were $419,634.

This indicates that the Okaloosa County Property Appraiser considers the four subject parcels to be an approximate 93% land value.

I agree with this allocation off values and note that the three existing improvement were constructed in 1957 / 1957 and 1967, putting all three at, or beyond, typical economic life.

History

Three of the subject parcels transferred on 4/14/2021 for $6,000,000 from Traship Holdings AG to the Blasbichler HD Trust, per ORB/P 3540/2020.

The Okaloosa County Property Appraiser considers this transfer to be unqualified, which is their version of non arm's length and non market based.

Thus, there is no requirement to analyze a previous sale.

Current Listings

To the best of my knowledge, the subject is not listed for sale and has not been listed for sale in the previous twelve months.

Existing Offers

There was a contract to purchase from a developer for condominium use of $16,000,000 +/-. After due diligence, the developer withdrew his offer.

Current Use

The subject property is currently improved with a dune walkover on the western parcel and three mature homes on the other three parcels.

The homes are used for seasonal beach rentals.

Adjacent Uses

Adjacent uses include primarily single family or multi family use along Scenic Highway 98.

MARKET AREA ANALYSIS - OKALOOSA COUNTY

Okaloosa County is a county in the state of Florida. Located in northwest Florida, it extends from the Gulf of Mexico to the Alabama state line. As of the 2000 census, the population was 170,498. The U.S. Census Bureau 2005 estimate for the county is 182,172.[1] The 2009 estimate for the county is 196,237 people. Its county seat is Crestview.

Okaloosa County is coextensive with the **Fort Walton Beach-Crestview-Destin, Florida Metropolitan Statistical Area**, a metropolitan statistical area (MSA) designated by the Office of Management and Budget. Fort Walton Beach, Crestview and Destin are designated as the principal cities of the MSA. The Fort Walton Beach, Florida Standard Metropolitan Statistical Area was first defined in 1981. In 2003 Crestview and Destin were named principal cities, and the MSA name was changed to its present form.

POPULATION

	Okaloosa	Florida
1980:	109,920	9,746,961
1990:	143,777	12,938,071
2010:	180,822	18,801,310
2020(p):	192,600	21,326,800
2040(p):	214,400	26,081,800

(p) Denotes Projected Population

PER CAPITA PERSONAL INCOME

	Okaloosa	Florida
2007	$41,109	$39,449
2008	$42,288	$40,133
2009	$42,007	$38,965

CLIMATE

Average Temperature	High	Low
January:	60	37
July:	91	71

Florida Mean Annual Precipitation 53

Average Annual Rain Days 110

MIGRATION

(2010)

In-Migration	14,069
Out-Migration	16,536
Net-Migration	-2,467

*Estimates based on IRS Statistics of Income data

LABOR FORCE

(2010)

Labor Force	96,350
Labor Force % of County Population	53.3
Number in County Unemployed	7,789
Unemployment Rate	8.1%

EXISTING EMPLOYMENT

Major Private Sector Employers

Fort Walton Beach Medical Center

Business Line: Full Service Hospital

Number of Employees..... 1,305

Monthly labor force data are available from the Florida Agency for Workforce Innovation.

EMPLOYMENT BY INDUSTRY

N/D = No Data	Okaloosa	Florida
(2010)		
Average Annual Employment	74,502	7,109,630
Natural Resources & Mining	0.0%	1.2%
Construction	5.0%	5.0%
Manufacturing	4.9%	4.3%
Trade, Transportation and Utilities	18.9%	21.2%
Information	1.6%	1.9%
Financial Activities	6.2%	6.6%
Professional & Business Services	13.9%	14.8%
Education & Health Services	11.9%	22.0%
Leisure & Hospitality	16.1%	13.2%
Other Services	3.2%	3.3%
Public administration	12.3%	6.6%
Unclassified	0.0%	0.0%

L-3 Communications/Crestview Aerospace

Business Line: Aircraft Manufacturing, Maintenance, & Modification

Number of Employees..... 930

DRS Training & Control Systems

Business Line: Defense Electronics

Number of Employees..... 875

InDyne Inc.

Business Line: Range Test Facilities, Security Systems & Multimedia

Number of Employees..... 800

ResortQuest

Business Line: Property Management & Real Estate

Number of Employees..... 750

Jacobs TEAS

Business Line: Engineering Services

Number of Employees..... 700

Average Annual Wage (2010)	
All Industries	$38,637
Construction	$33,820
Education & Health Services	$37,833
Financial Activities	$39,138
Information	$58,700
Leisure & Hospitality	$16,210
Manufacturing	$52,713
Natural Resources & Mining	$15,199
Other Services	$29,819
Professional & Business Services	$53,974
Public administration	$60,204
Trade, Transportation and Utilities	$29,327
Unclassified	$85,819

BAE Technical Services
Business Line: Aerospace & Defense Contractor
Number of Employees..... 700

Lockheed Martin
Business Line: Aerospace & Defense Contractor
Number of Employees..... 680

Tybrin Corporation
Business Line: Engineering Analysis & Software Development
Number of Employees..... 535

Boeing
Business Line: Aerospace & Defense Contractor
Number of Employees..... 530

TRANSPORTATION

Federal Interstates	I-10	Nearest Airport with Scheduled Commerical Airline Service:	Northwest Florida Regional Airport
Federal Highways	US-90, US-98	# Runways	2
		Longest Paved Runway(ft.)	12010
State Highways	Route 20, Route 85	General Aviation Airports	Bob Sikes Airport, Destin Airport
Railroads	CSX		
		Local Deep Water Port	Port of Pensacola
		Miles to Closest Port	44

STATE AND LOCAL TAXATION

COUNTY

Countywide Ad Valorem Millage Rates:	
Government	3.2899
Schools	7.7690
Special	0.0400
Total	11.0989

Ad Valorem Tax Exemption:	No
Retail Sales Tax (Local Option)	0.00
Federal Enterprise Zone	No
State Enterprise Zone	EZ-4601

STATE

Corporate Income Tax	5.5%
Personal Income Tax	0.0%
Retail Sales Tax	6.0%

COMMERCIAL/INDUSTRIAL SERVICES

Electric Companies:

- Gulf Power Company
- Choctawhatchee Electric Cooperative (CHELCO)

Natural Gas Companies:

- Okaloosa Gas District

Telephone Companies:

- CenturyLink
- Cox Communications
- CHELCO

Water & Sewer Companies:

- Okaloosa Water & Sewage
- Individual Cities Water Management Districts

Existing Industrial Zoned Land	Yes
Number of Acres	1,065
Largest Available Contiguous Parcel	0
Industrial Parks	Yes
Number of Acres	900
Largest Available Contiguous Parcel	0
Foreign Trade Zones	No

EDUCATION

	Public Schools	Teachers	Enrollments
Totals:	54	1,896	28,695

Private Schools Available: Yes

POST SECONDARY EDUCATION SERVING THE COUNTY:

Colleges/Universities:

- Embry Riddle Aeronautical University
- University of West Florida
- University of Arkansas
- Troy University
- Northwest Florida State College
- UF - Research, Engineering & Education Facility

Junior/Community Colleges:

- none

Technical Schools:

- Okaloosa Applied Technology Center
- Bay Area Vocational Technology School
- Crestview Vocational Technology Center

Other Schools:

- Collegiate High School
- Community High Institute of Career Education

MEDIA

Local Radio Stations:

- WKSM - FM 99.5
- WMXA - FM 103.1
- WWAV - FM 102.1
- WYZB - FM 105.5
- WNCV - FM 100.3
- WFTV - AM 1260
- WSNX - 96.5
- WTKE - FM 98.1

Local Television Stations:

- Beach TV
- WEAR (ABC)
- WSRE (PBS)
- WJHG (NBC)
- Cox Cable (IND)
- Gulf Coast TV

Locally Printed Newspapers:

- The Northwest Florida Daily News
- The Crestview News Bulletin
- The Destin Log
- The Bay Beacon
- Hurlburt Warrior/Eglin Flyer

FINANCIAL INSTITUTIONS

Number of Banks:	27
Number of Savings and Loans:	0
Number of Credit Unions:	6

QUALITY OF LIFE

Cost of Living

Price Level Index, (2010)

Florida State Average = 100

2008	95.22
2009	96.16
2010	97.49

Medical Services:

- Fort Walton Beach Medical Center
- North Okaloosa Medical Center
- Sacred Heart Hospital Emerald Coast
- Twin Cities Hospital
- White-Wilson Medical Center

Recreational Opportunities:

- Beaches/Water Parks/Boardwalks
- Camping
- Canoeing/Kayaking/Rafting
- Golf
- Hunting/Fishing
- Scuba Diving/Snorkeling
- Shopping/Dining
- Watersports / Boating

Historical Points Of Interest:

- Air Force Armament Museum
- Camp Walton School House
- Carver-Hill Museum
- Destin Fishing & History Museum
- Heritage Museum of NW Florida
- Indian Temple Mound Museum & Park

Cultural Events/Festivals:

- Amphitheater
- Arts Center of Northwest FL State College
- Destin Fishing Rodeo - Destin Cobia Tournament
- Emerald Coast Science Center
- Festivals - Arts, Crafts, Seafood
- Mattie Kelly Arts Foundation
- NWF Ballet Academy

History [edit]

Okaloosa County was created by an act passed June 3, 1915.[2] Okaloosa is a Choctaw word meaning "black water". "Oka" means water, and "lusa" is black in the Choctaw language.

Founded	June 13, 1915
Seat	Crestview
Area - Total - Land - Water	 1,082.00 sq mi (2,802 km²) 935.63 sq mi (2,423 km²) 146.37 sq mi (379 km²), 13.53%
Population - (2010) - Density	 180,822 193/sq mi (74.62/km²)
Website	www.co.okaloosa.fl.us

Geography [edit]

According to the 2000 census, the county has a total area of 1,082.00 square miles (2,802.4 km^2), of which 935.63 square miles (2,423.3 km^2) (or 86.47%) is land and 146.37 square miles (379.1 km^2) (or 13.53%) is water.[3] Fort Walton Beach and three United States Air Force bases, (Duke Field in the North and Eglin AFB and Hurlburt Field are in the south).

Okaloosa County is the sole county in the *Fort Walton Beach-Crestview-Destin Metropolitan Statistical Area*.

Demographics [edit]

As of the census[6] of 2000, there were 170,498 people, 66,269 households, and 46,520 families residing in the county. The population density was 182 people per square mile (70/km²). There were 78,593 housing units at an average density of 84 per square mile (32/km²). The racial makeup of the county was 83.41% White, 9.10% Black or African American, 0.60% Native American, 2.47% Asian, 0.14% Pacific Islander, 1.33% from other races, and 2.96% from two or more races. 4.28% of the population were Hispanic or Latino of any race.

There were 66,269 households out of which 33.10% had children under the age of 18 living with them, 56.20% were married couples living together, 10.20% had a female householder with no husband present, and 29.80% were non-families. 23.50% of all households were made up of individuals and 7.50% had someone living alone who was 65 years of age or older. The average household size was 2.49 and the average family size was 2.94.

In the county the population was spread out with 24.70% under the age of 18, 9.60% from 18 to 24, 31.10% from 25 to 44, 22.40% from 45 to 64, and 12.10% who were 65 years of age or older. The median age was 36 years. For every 100 females there were 102.20 males. For every 100 females age 18 and over, there were 101.50 males.

Historical populations

Census	Pop.	%±
1920	9,360	—
1930	9,897	5.7%
1940	12,900	30.3%
1950	27,533	113.4%
1960	61,175	122.2%
1970	88,187	44.2%
1980	109,920	24.6%
1990	143,776	30.8%
2000	170,498	18.6%
2010	180,822	6.1%

[4][5]

The median income for a household in the county was $41,474, and the median income for a family was $47,711. Males had a median income of $30,977 versus $21,961 for females. The per capita income for the county was $20,918. About 6.60% of families and 8.80% of the population were below the poverty line, including 12.70% of those under age 18 and 6.50% of those age 65 or over.

MARKET ANALYSIS - THE CITY OF DESTIN

Destin is a city located in Okaloosa County, Florida. It is a principal city of the Fort Walton Beach-Crestview-Destin, Florida Metropolitan Statistical Area.

Located on Florida's Emerald Coast, Destin is known for its white beaches and emerald green waters. Originating as a small fishing village, it is now a popular tourist destination – according to the Florida Department of Environmental Protection, over 80 percent of the Emerald Coast's 4.5 million visitors each year visit Destin.[3] The city styles itself "The World's Luckiest Fishing Village",[4][5] and claims to have the largest fishing vessel fleet in the state of Florida.[6]

Destin is named after **Captain Leonard Destin**, a New London, Connecticut fishing master who settled in the area c. 1845 or 1850. The first condominiums were built in the 1970s, although Destin was not incorporated as a municipality until 1984. The city has experienced rapid growth since the 1980s.

The city 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. As of the 1940s it technically became an island again with the completion of the Choctawhatchee-west bay canal.

Contents [hide]

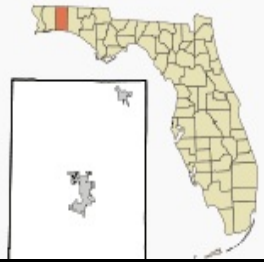
1 Geography
1.1 Climate
2 History
3 Tourism
4 Demographics
5 Notable residents
6 References
7 External links

Destin, Florida

— City —

Seal

Nickname(s): The World's Luckiest Fishing Village



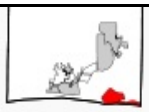
Geography [edit]

The city is located on a peninsula[3] 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.[3]

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. Panama City (to the east) and Pensacola (to the west) are each about 50 miles away.

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,[7] Many sources claim that the pass was dug by hand[3][8] with an inrush of water widening it within hours. The pass appears in early maps and surveys from Spanish, French, and English surveyors,[9] such as Thomas Jefferys's 1775 map *The Coast of West Florida and Louisiana*.[10] Frequent dredging is required to keep East Pass navigable.[7][8]

"Crab Island," was actually two islands made from sand that the Army Corp. of Engineers dredged up from the East Pass. These islands were large enough to inhabit sea grass, small shrubs and nesting seabirds. It has been reduced to a significant sandbar, which appears only when the tide is out. It has become a popular anchorage in the area. The entrance to Destin Harbor, a lagoon between the beaches and the main body of the western portion of the peninsula, is located just north of the East Pass jetty. The lagoon is formed by a sand spit named Holiday Isle; many condominiums have been built along the harbor since the 1970s.[7]



Location in Okaloosa County and the state of Florida

Coordinates: 30°23'36"N 86°28'31"W

Country	United States
State	Florida
County	Okaloosa
Government	
• Mayor	Sarah "Sam" Seevers
Area	
• Total	8.2 sq mi (21.2 km^2)
• Land	7.5 sq mi (19.5 km^2)
• Water	0.6 sq mi (1.7 km^2)
Elevation	26 ft (8 m)
Population (2010)	
• Total	12,305
• Density	1,477.1/sq mi (543.500/km^2)
Time zone	CST (UTC-6)
• Summer (DST)	CDT (UTC-5)
ZIP codes	32540-32541
Area code(s)	850
FIPS code	12-17325[1]
GNIS feature ID	0281516[2]
Website	www.cityofdestin.com

According to the United States Census Bureau, the city has a total area of 8.2 square miles (21 km^2), of which 7.5 square miles (19 km^2) is land and 0.6 square miles (1.6 km^2) (7.95%) is water. Destin is located at 30°23'36"N 86°28'31"W.[11]

Climate [edit]

Climate data for Destin/Fort Walton Beach [hide]													
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Record high °F (°C)	80 (27)	83 (28)	87 (31)	101 (38)	101 (38)	102 (39)	107 (42)	103 (39)	102 (39)	99 (37)	89 (32)	84 (29)	107 (42)
Average high °F (°C)	61 (16)	65 (18)	71 (22)	78 (26)	84 (29)	90 (32)	91 (33)	91 (33)	88 (31)	80 (27)	72 (22)	64 (18)	77.9 (25.5)
Average low °F (°C)	37 (3)	40 (4)	46 (8)	51 (11)	60 (16)	68 (20)	71 (22)	71 (22)	66 (19)	54 (12)	46 (8)	39 (4)	54.1 (12.3)
Record low °F (°C)	4 (−16)	11 (−12)	19 (−7)	20 (−7)	38 (3)	48 (9)	55 (13)	59 (15)	37 (3)	27 (−3)	18 (−8)	8 (−13)	4 (−16)
Precipitation inches (mm)	5.80 (147.3)	5.39 (136.9)	6.52 (165.6)	4.26 (108.2)	4.32 (109.7)	6.08 (154.4)	9.40 (238.8)	6.91 (175.5)	6.72 (170.7)	4.53 (115.1)	4.70 (119.4)	4.57 (116.1)	69.2 (1,757.7)
Avg. precipitation days (≥ 0.01)	6.7	6.1	6.2	4.8	5.2	8.4	10.6	9.6	6.3	4.6	5.4	6.2	80.1
Source: The Weather Channel[12]													

History [edit]

Agriculture was eventually introduced, and there are still signs of this early inhabitation in the area. Members of the Fort Walton Culture built a ceremonial mound in Fort Walton Beach.

Leonard Destin of New London, Connecticut was a fishing master who settled in this area of Florida circa 1845 or 1850.[6][8][13] He built a New England colonial home at the location of the Moreno Point military reservation.[14] Captain Destin and his descendants fished the area for decades.[5]

Condominiums were first built in Destin during the 1970s,[7] although Destin was not incorporated as a municipality until 1984.[6][13] The city has experienced rapid growth since the 1980s.[3]

Tourism [edit]

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.[3] Visitors can charter fishing vessels from the harbor,[15] and there are 12 beach access points in the city.[16] 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.

An image of a Destin beach, showing the emerald green waters typical of the Emerald Coast

The sand on Destin's beaches is some of the whitest in the world.[17] The sand comes from the Appalachian Mountains, and is made of finely ground quartz crystal giving the appearance of sugar.[18] Residue flows down the Apalachicola River and is deposited into the Gulf of Mexico.[18] Because of the currents the sand drifts west along the Gulf Coast and settles from east of Panama City to the Alabama coast.[19]

Several events also take place throughout the year as well. For the month of October, the annual Destin Fishing Rodeo draws anglers to Destin each year since 1948.[20] Also in the month of October is the Destin Seafood Festival, where fresh seafood and local artists gather for one weekend every October.[21][22]

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,[7] and construction continues today.[3] 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.[3]

Destin's surroundings include other popular tourist destinations. Sandestin, Florida, located to the east in Walton County, is a popular golf and beach resort. Further east along the coast are the master-planned community of Seaside, filming location of the 1998 movie The Truman Show;[23] Grayton Beach, Florida; and Rosemary Beach, Florida. To the west are Navarre Beach and Pensacola Beach, and the Civil War fortification Fort Pickens is located at the western end of Santa Rosa Island. Many celebrities own homes in the Destin, Florida area.[*citation needed*]

Demographics [edit]

Beach at Destin, 1973

As of the census[1] 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 (570.1/km²). There were 10,599 housing units at an average density of 1,408.0 per square mile (543.5/km²). 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 or Latino 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.

As of 2004, the population recorded by the U.S. Census Bureau is 12,162.[24]

SUMMARY

The local economy has been afflicted by poor market conditions since approximately mid 2006. The low point of the market was mid 2008 to mid 2010. Since then the single family residential market has rebounded in the entire local area with a slight interruption after the termination of the first time homeowner's bonus and the BP oil spill. The single family residential market then moved sideways from perhaps 2011 to 2014 when it began its most recent upward momentum. This momentum is most heavy with the lower to mid level market used for owner occupancy as there is substantial demand and very low mortgage interest rates.

Moderate priced detached single family homes sell at a brisk rate. In fact, there are sometimes bidding wars for these inexpensive type of properties.

Virtually all types of inexpensive rentals are also in demand with rental rates increasing and holding firm.

The market for commercial has historically trended behind the market for residential. Commercial development had been very scarce at present in both the Okaloosa County and the Navarre markets with the lowest point of the commercial market being 2010 to perhaps 2013. The demand for commercial land had been low with many sales being REO sales where the buyer is thinking he is getting a bargain at the time of purchase.

However, I have noticed increased new commercial development in the market in Fort Walton Beach and Destin. This development is almost certainly fueled by interest rates, however, as the memory of the real estate bust becomes more distant, the market becomes more optimistic. There have been several commercial land sales along major arterials in the broad Florida panhandle market, many already developed to state of the art commercial improvements.

What the market has not seen is the sale of condo development sites. There was a black hole in the market from say 2006/2007 to 2016/2017 as it was simply impossible to buy land, build condos and sell them for a profit which justified the risk.

I am aware of only three condo land sales in that time frame: Blu on Okaloosa Island, Alerio in Miramar Beach on the interior and Thirty One on 30A in Seagrove Beach.

Adding to the danger of developing condominium units, most used as seasonal rentals has been the recent proliferation of detached homes constructed as seasonal rentals, juxtaposed against stagnant tourist demand.

Simply put, there are more rental units chasing fewer tourists.

HIGHEST AND BEST USE 'AS IF VACANT'

The highest and best use recognizes the most probable uses for the subject property, 'as is,' given the current market demand for commercial property in the market area.

Legally Permissible

The subject property is zoned Crystal Beach Resort (CBR) by the city of Destin. The CBR zoning designation is a mixed use designation, however, with a lean toward residential use.

Therefore, based on the table on page 26, both single family and multi- family residential development is legally perishable. marina development is legally permissible.

Physically Possible

The subject parcel is at the grade of Scenic Highway 98 and is generally level for an approximate 225 feet before sloping to the south toward the Gulf Of Mexico. The entire subject site appears to be in a VE Flood Zone. This VE zone will almost certainly preclude any ground level residential development and I would consider that the first level will be a parking garage. I also note that the VE flood zone will probably require the counter sinking of at least 50 foot concrete pilings to attain stability. This will add to construction costs.

Soil and subsoil conditions are compatible with commercial development. All utilities needed for commercial use are presently at the site. The size and dimensions of the site are sufficient to allow a wide variety of legally permissible uses as the site size is typical in the market. The shape of the site is almost rectangular and this does not limit utility. Transportation of construction materials or labor to the site is considered to be relatively simple due to the central location of the site within the overall market.

Therefore, all legal uses are physically possible to some extent.

Financially Feasible

I consider both single family or multi-family development as feasible, based primarily on land acquisition costs.

I will derive very detailed analyses of both options later in the report.

Maximally Productive

New development to either single family or multi-family development is considered as maximally productive.

CONCLUSION OF HIGHEST AND BEST USE, 'AS IF VACANT'

New development in the form of either single family or multi-family residential development is considered the highest and best use 'as if vacant".

SUMMARY OF ANALYSIS AND VALUATION

Methodology

Site valuation derived from Sales Comparison Analysis involves direct comparisons of the subject property to similar properties selling in the marketplace to derive a comparative value indication for the subject property 'as is,' as of the effective date of value. This approach is also called the 'direct sales comparison approach', or the 'market approach', and tends to be the most reliable approach for estimating the value of vacant land or sites available for development. Other methods of estimating the value of land are available. Allocation, extraction, land residual, ground rent capitalization, and discounted cash flow analysis are all recognized as reasonable methods. However, sales comparison analysis is employed most often by market participants to derive pricing decisions in the local market. Therefore, I employ this method exclusively.

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

The sales comparison approach is based on the 'Principle of Substitution' which indicates an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property possessing the same or similar utility. This approach is applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources. The Sales Comparison Approach is reliable in an active market or if an estimate of value is related to properties which there are comparable sales available. This approach to value is also relevant when sales data can be verified with the principals to the transaction. Heavy emphasis is usually placed on this approach to value in an active market.

The income approach is recognized as a reliable approach for estimating the value of 'income producing' property to an investor. The income approach consists of methods, techniques, and mathematical procedures an appraiser utilizes to analyze a property's capacity to generate income and convert said income into an indication of present value either by capitalizing the current income at a market capitalization rate or discounting the future cash flows into a present value estimate using an appropriate yield (discount) rate. The appraisal process emulates the market and the most probable buyer would be an investor or current owner occupant. Two (2) techniques associated with the income approach are direct capitalization and discounted cash flow analysis.

Methodology employed and explanation of the exclusion of any of the three (3) approaches to value

The subject is land "as if vacant".

I performed a vacant land sales comparison analysis.

LAND VALUATION FOR THE SUBJECT PARCEL "AS IS"

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

Ideally, the subject parcel would be compared to recent sales of similar parcels of land in the market area which are of the same approximate size, location, utility, and quality as the subject property. Land sales were discovered in the market area with similar locations, utility, and zoning, however, all sales were dated as there have been very few development parcels sold in the past several years after the market collapse in 2007-2013.

Unit of Comparison

Typically, comparable sales are reduced to a unit of comparison. Units of comparison represent the unit which is consistently used in the market to derive pricing decisions. Analysis of sales of vacant land throughout the market area indicates the predominant common pricing and valuation unit is dollars per SF, dollars per acre, or dollars per front foot (FF) of gross vacant land area. **The unit of comparison utilized in this analysis is price per front foot of unimproved land**

Elements of Comparison

The following ten (10) basic elements of comparison should be considered in sales comparison analysis:

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

Comparable Sales

The descriptions of three (3) comparable land sales are presented on the following pages. A comparable sales location map graphically depicts the location relationship between the subject and the comparable sales and follows the sale description pages. An adjustment grid follows. I have selected the most recent vacant land sales of waterfront sales in the market area which are being developed to, or have been developed to, residential subdivisions or attached multi-family units. I have presented the price per acre for informational purposes only.

COMPARABLE LAND SALES SUMMARY PRICE PER ACRE

№	Location	Sale Date	Price	Acres	Price/ Acre
1.	Beachside Drive, Santa Rosa Beach	10/27/2017	$6,100,000	2.78	$2,194,245
2.	2718 Scenic Highway 98, Destin	11/24/2015	$6,000,000	1.11	$5,405,405
3	County Highway 30A, Santa Rosa Beach	2/12/2015	$14,000,000	3.86	$3,626,943

COMPARABLE LAND SALES SUMMARY PRICE PER FRONT FOOT

№	Location	Sale Date	Price	FF	Price/ FF
1.	Beachside Drive, Santa Rosa Beach	10/27/2017	$6,100,000	334	$18,263
2.	2718 Scenic Highway 98, Destin	11/24/2015	$6,000,000	200	$30,000
3.	County Highway 30A, Santa Rosa Beach	2/12/2015	$14,000,000	337	$41,543

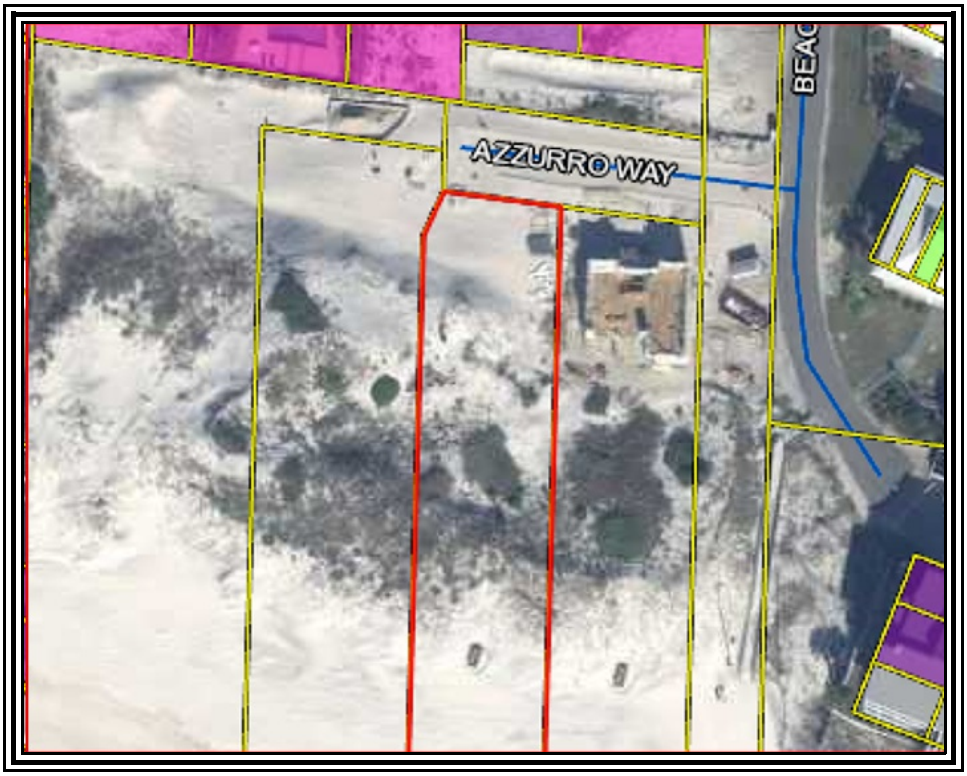
SALE #1

Appraiser's Reference Number	N/A
Property Type	Vacant Residential Land
Location	On the east side of Beachside Drive, an approximate 300 feet south of the Beachside Drive and San Roy Road intersection.
Brief Legal Description	Metes and Bounds in Section 19, Township 3 South, Range 18 West
OR Book and Page	3055/4961
Grantor	Sophia and Steven Burnett
Grantee	CBHIV LLC
Land Size in Front Feet (FF)	334 Front Feet
Access	Direct from Beachside Drive
Land Use and Zoning	Zoning is NPA Infill by Walton County
Date of Sale	10/27/2017
Days on Market	Never on market
Price	$6,100,000
Price per FF	$18,263
Property Rights Conveyed	Fee Simple
Terms	Cash via a conventional loan
Verification	ORB/P 3055/4961- MMT Rears -Conversation between Steven Burnett, seller and Thomas Marr, appraiser.
Conditions of Sale	Arm's length - The Walton County Property Appraiser considers the sale to be a qualified sale
Present use	At time of sale, was vacant land with an expired development order for a residential condominium.
Highest and Best Use	Residential development
Intended Use	Purchaser intended to restore the development order for the residential condo.
Prior sale information	None in previous year.
Comments	This sale, along with Sale #3, had been owned for several years by the Mazelewski Trust. This parcel had sold in June 2004 to the Wilson family (Frangista Beach) for residential condo development via owner financing for $6,000,000. The Wilsons applied for a 26 unit condo, but were awarded only a 13 unit condo development order (DO). The name of the condo was Angelos. However, based on market conditions, plus the downsizing of the allowable units, Angelos failed, and the DO expired. I appraised the parcel in 2013 as part of a deficiency judgement versus Wilson. My analysis discovered that from 2006 to 2013, the Coastal Construction Line had moved north and only a very small portion of this parcel was buildable. I derived a highest and best use of a residential subdivision. However, it sold in 2017 to a developer with the assumption he could renew the DO. This was not approved by Walton County and the developer has now developed a four lot residential subdivision with three large detached homes and a triplex, all under construction as this is written

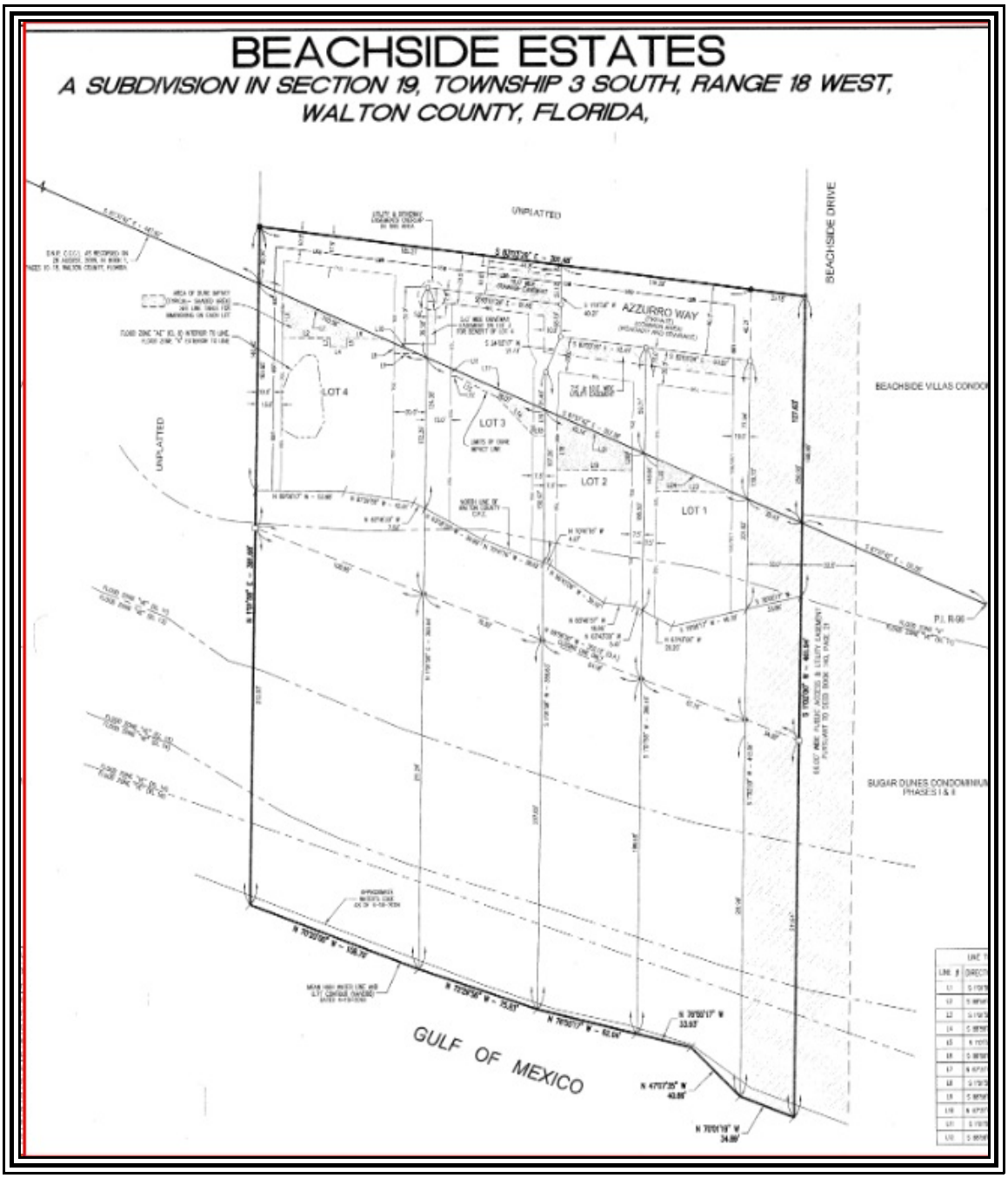
SALE #1 PROPERTY APPRAISER MAP FROM 2013

SALE #1 COASTAL CONSTRUCTION LINE(CCL)

SALE #1 PROPERTY APPRAISER AERIAL



SALES #1 RECORDED PLAT



SALE #1 WARRANTY DEED
PAGE 1

Inst. #20170035626 Bk: 3055 Pg: 4961 Recorded: 10/27/2017 12:39 PM Alex Alford Clerk of Courts, Walton County, Florida
Rec Fees: $18.50 Doc Stmp-D: $42,700.00 Deputy Clerk KELLEY

This Instrument Prepared by:Pat Diamond
An Officer of Diamond Title Agency, Inc.
For Purposes of Title Insurance
File No. 16-32932
Parcel ID No. 19-3S-18-16080-000-0162

Warranty Deed

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

Made October 27, 2017, BETWEEN

Sophia A. Burnett and Steven John Burnett, individually and as Successor Trustees of the Third Amended and Restated Trust Agreement Covering Stephen A. Maleszewski dated August 14, 2015 and the John Maleszewski, Jr. Living Trust dated July 11, 2001 and Steven John Burnett

whose post office address is:29 Sandestion Estates Drive, Miramar Beach, Florida 32550
GRANTOR, and

CBHIV, LLC, a Delaware limited liability company

whose post office address is: 755 Grand Boulevard B-105 #236, Miramar Beach, Florida 32550
GRANTEE

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Walton County, Florida to-wit:

Lot 33 and South 125 feet by the full width of Lot 16, Subdivision of West 1/2 of Southeast 1/4 and Southwest 1/4 of Section 19, Township 3 South, Range 18 West, as per plat in the Office of the United States Department of the Interior, all lying and being in Walton County, Florida.

Subject property is not the homestead of the Grantors.

Subject to easements and restrictions of record, if any, which are specifically not extended or reimposed hereby.
Subject to 2018 taxes and assessments.

SALE #1 WARRANTY DEED
PAGE 2

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Pat Diamond
Print Witness Name Pat Diamond

Nikki Nelson
Print Witness Name Nikki Nelson

Sophia A. Burnett, Trustee
Sophia A. Burnett, individually and as Successor Trustee of the Third Amended and Restated Trust Agreement Covering Stephen A. Maleszewski, dated August 14, 2015 and the John Maleszewski, Jr. Living Trust dated July 11, 2001

Steven John Burnett, Trustee (Seal)
Steven John Burnett, individually and as Successor Trustee of the Third Amended and Restated Trust Agreement Covering Stephen A. Maleszewski, dated August 14, 2015 and the John Maleszewski, Jr. Living Trust dated July 11, 2001

Steven John Burnett (Seal)
Steven John Burnett

STATE OF Florida COUNTY OF Bay

I HEREBY CERTIFY, That on October 27, 2017, before me personally appeared Sophia A. Burnett and Steven John Burnett, individually and as Successor Trustees of the Third Amended and Restated Trust Agreement Covering Stephen A. Maleszewski dated August 14, 2015 and the John Maleszewski, Jr. Living Trust dated July 11, 2001 and Steven John Burnett who are personally known to me or have produced the identification identified below, who are/is the person(s) described in and who executed the foregoing instrument, and who after being duly sworn say that the execution hereof is their free act and deed for the uses and purposes herein mentioned.

THIS INSTRUMENT ACKNOWLEDGED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

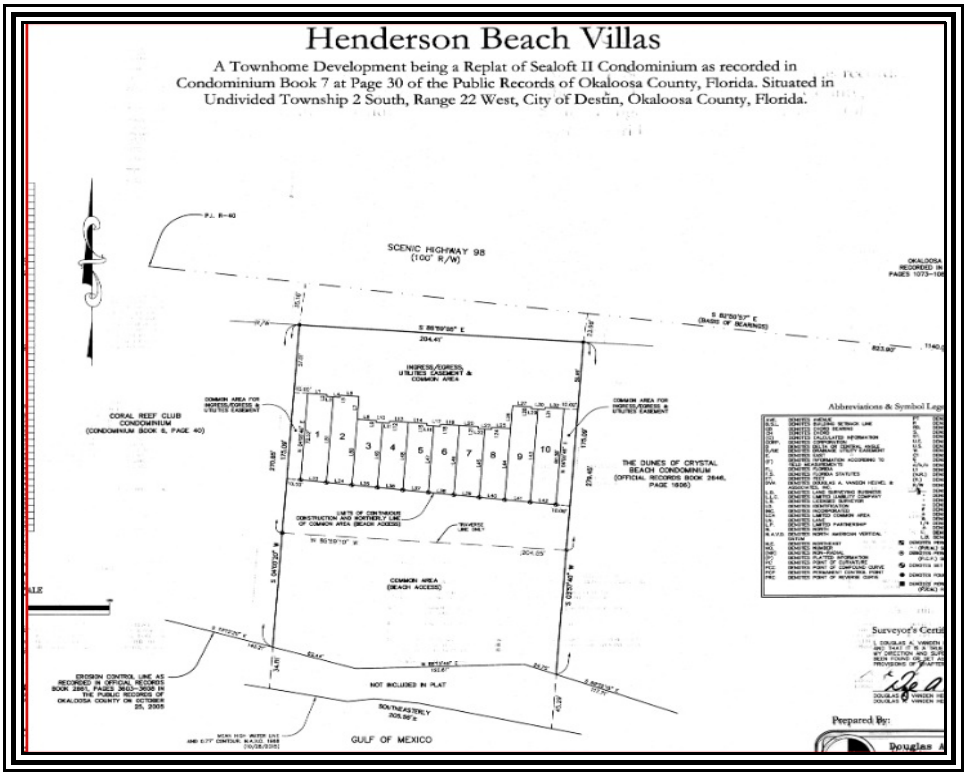
( ) Personally known
( ) Identified by Driver's License
( ) Identified by _____
My Commission Expires _____
Commission No. _____

Pat Diamond
Notary Public
Pat Diamond
Please Print Or Type Name As It Appears

SALE #2

Appraiser's Reference Number	N/A
Property Type	Vacant Residential Land
Location	South side of Scenic Highway 98 between the Mathews and Mark Street intersections with Scenic Highway 98.
Brief Legal Description	Metes and Bounds
OR Book and Page	ORB/P 3226/4094
Grantor	Sealoft II Owners Association
Grantee	Alerio Holdings LLC
Land Size in Front Feet (FF)	200 FF
Access	Direct from Scenic Highway 98
Land Use and Zoning	Zoning is Crystal Beach Resort by Destin
Date of Sale	11/24/2015
Days on Market	I was unable to identify any listing in MLS. Per local realtor David Kazak, this parcel was listed.
Price	$6,000,000
Price per FF	$30,000
Property Rights Conveyed	Fee Simple
Terms	Unknown
Verification	ORB/P 3226/4094- MMT Rears -Conversation between Norm McLean, purchaser and Thomas Marr, appraiser.
Conditions of Sale	Arm's length - The Okaloosa County Property Appraiser considers the sale to be a qualified sale
Present use	At the time of purchase, this sale was the damaged Sealoft II Town Homes.
Highest and Best Use	Develop to a multi family residential
Intended Use	This parcel has been developed to the 10 unit Henderson Beach Villas. These villas are currently listed for sale in MLS for $2,395,000 per unit. Six units are pending at full price and the other four are still active.
Prior sale information	None in previous year
Comments	I consider this sale to be a very good sale. It is the second most recent sale. It is located just west of the subject in Crystal Beach. I spoke to Norm McLean, one of the purchasing partners. I have performed appraisals for some of his other projects and I have found him to be very aware of values and very courteous about sharing information. In my feasibility analysis later in the report, I will expand on my conversation with him. However, in this write up, I note that I asked him if he had purchased this sale at a discount. He replied that he considered that he had not 'stole' the property and paid market value at the time. I have to take this at face value as most market participants will often tell an appraiser that they 'stole' a property to influence the appraiser to apply less weight to a previous sales price.

SALE #2 RECORDED PLAT



SALE #2 PROPERTY APPRAISER AERIAL

SALE #2 WARRANTY DEED
PAGE 1

FILE # 3042719 RCD: 01/13/2016 @ 02:16 PM, BK: 3231 PG: 2570 RECORDING: $10.50 RECORDING ARTICLE V: $8.00 DEED DOCSTAMPS $0.70 DEPUTY CLERK JALLEN JD PEACOCK II, CLERK OF COURTS, OKALOOSA CO, FL

Prepared by and return to:
McNeese Law Firm
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541

THIS INSTRUMENT IS NOT SUBJECT TO DOCUMENTARY STAMP TAX PURSUANT TO *CRESCENT MIAMI CENTER, LLC V. FLORIDA DEPARTMENT OF REVENUE, 903 SO. 2D 913 (FLA. 2005)*, AS THE SUBJECT PROPERTY IS UNENCUMBERED, AND GRANTEE AND GRANTOR ARE WHOLLY OWNED BY THE SAME PRINCIPALS.

Warranty Deed

Made this January 11, 2016 A.D. By **Alerio Holdings, LLC, a Florida limited liability company**, whose post office address is: P.O. Box 52389, Shreveport, Louisiana 71135, hereinafter called the grantor, to **Henderson Beach Villas, LLC, a Florida limited liability company**, whose post office address is: 339 Bringier Place, Shreveport, LA 71106, hereinafter called the grantee:

(Wherever 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:

THAT PART OF BLOCK C INCLUDED BETWEEN THE SOUTHERLY EXTENSION TO THE GULF OF MEXICO OF THE WEST LINE OF BLOCK 13, AND A LINE PARALLEL TO AND 205 FEET EASTERLY FROM THE SAID EXTENSION OF THE EAST LINE OF BLOCK 13, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH RANGE 22 WEST, ACCORDING TO THE PLAT THEREOF BY C.H. OVERMAN, C.E., FILE IN PLAT BOOK 1, PAGE 17 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, BEING 205 FEET FRONTING ON U.S. HIGHWAY 98 AND ON THE GULF OF MEXICO. TOGETHER WITH ALL AND SINGULAR THE RIPARIAN RIGHTS AND THE REVERSIONS, TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNDER BELONG OR IN ANYWISE APPERTAINING.

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded December 4, 2015, in Official Records Book 3226, Page 4094, Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-0580-000C-0090**

The preparer of this deed represents that: This deed has been prepared at the express direction and request of the above Grantor(s) and/or Grantee(s) solely from legal description(s) provided to the preparer by the said Grantor(s) and/or Grantee(s); that no title search, survey, or inspection of the property has been performed by the preparer, nor has the preparer been provided such documents, that the title to the above described real property has not been examined by the preparer; that the preparer makes absolutely no representations, warranties, or guarantees whatsoever as to the status of the title or the ownership of the real property described above; that this conveyance is subject to, and may be affected by, any and all reservations, liens, restrictions, and other encumbrances of record, and by any unpaid ad valorem real property taxes, past or present; and that these matters have been explained to, and understood by, the above said Grantor(s) and/or Grantee(s).

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, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any and taxes accruing subsequent to December 31, 2015.

SALE #2 WARRANTY DEED
PAGE 2

BK: 3231 PG: 2571

Prepared by and return to:
McNeese Law Firm
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541

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: Julie Paton
Witness Printed Name: Julie Paton

Witness Signature: Lindsey A McEwan
Witness Printed Name: Lindsey A McEwan

Alerio Holdings, LLC, a Florida limited liability company

By: Richard S. McNeese
Richard S. McNeese, Designated Signatory

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this 11th day of January, 2016, by Richard S. McNeese, Designated Signatory for Alerio Holdings, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification.

Lindsey A. McEwan
COMMISSION #FF230703
EXPIRES: July 17, 2019
WWW.AARONNOTARY.COM

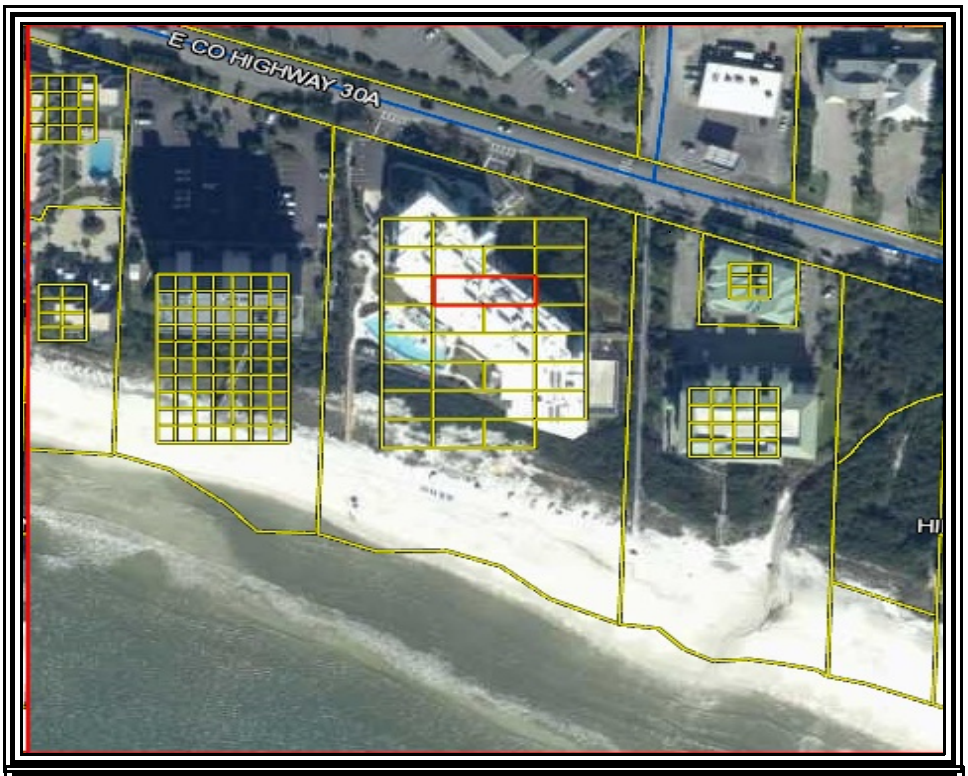
Lindsey A McEwan
Notary Public
Print Name: Lindsey A McEwan
My Commission Expires: 7-17-19

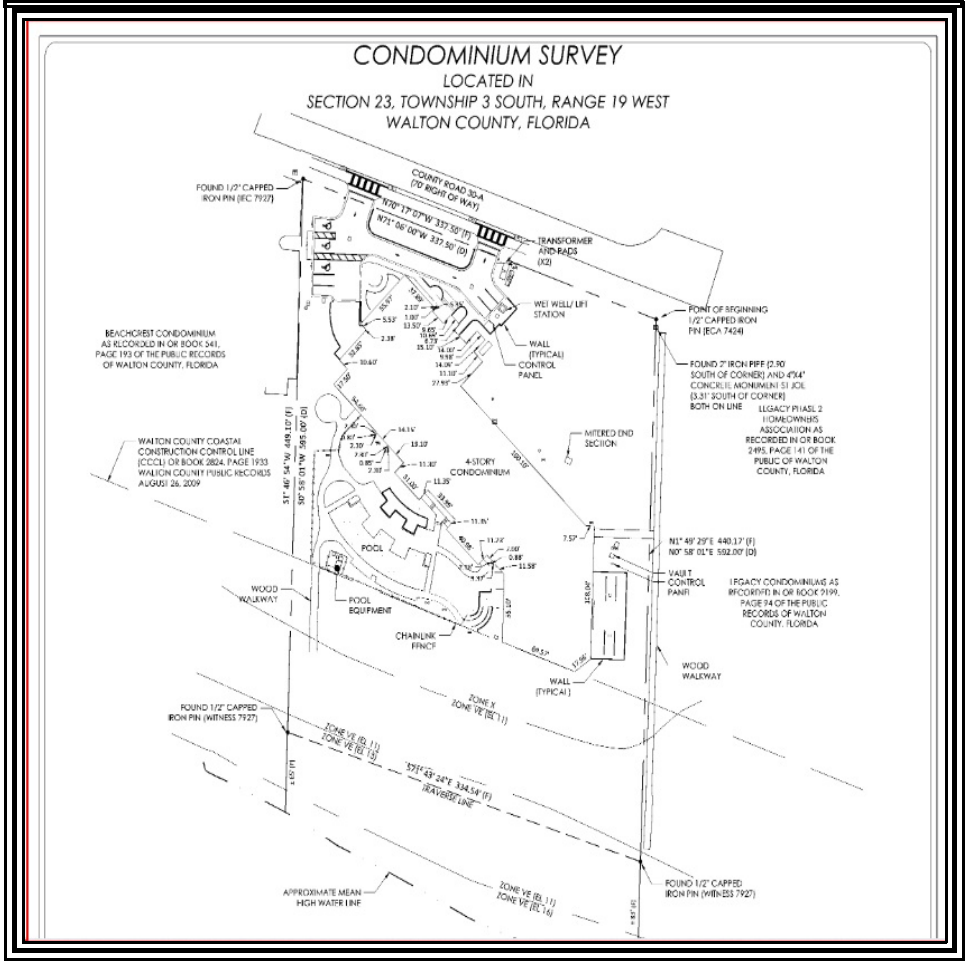
(Seal)

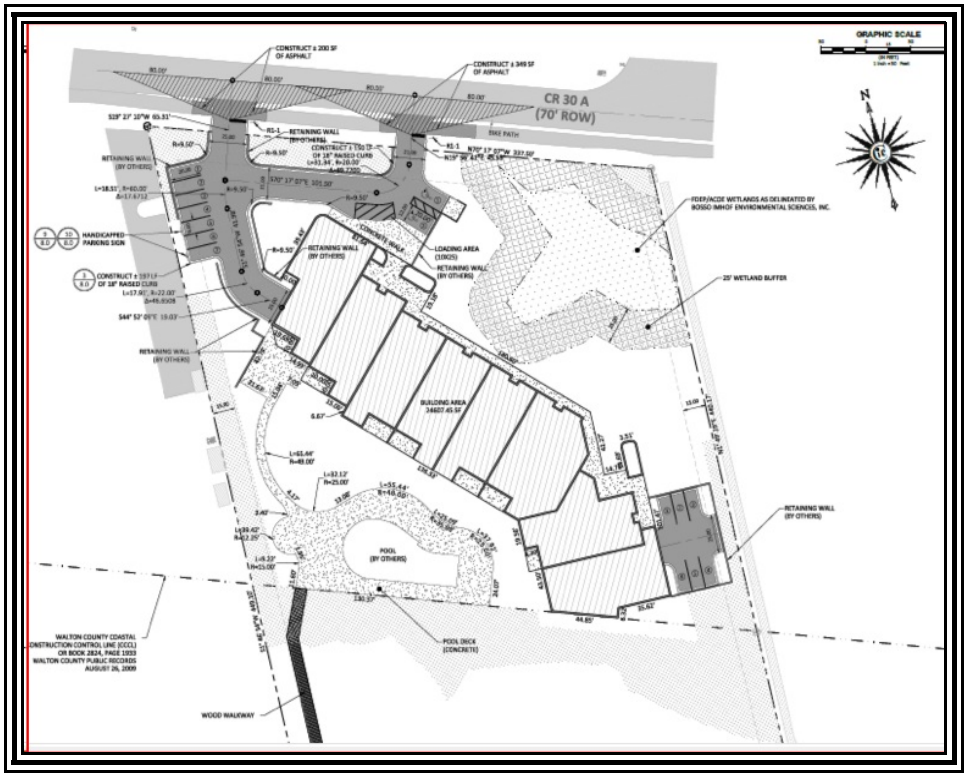
SALE #3

Appraiser's Reference Number	N/A
Property Type	Vacant Residential Land
Location	South side of East County Highway 30A, an approximate 100 feet west of the East County Highway 30A and Dothan Street intersection.
Brief Legal Description	Metes and Bounds
OR Book and Page	2971/742
Grantor	Regal 30A LLC
Grantee	Regal Development Group LLC
Land Size in Front Feet (FF)	337
Access	Direct from East County Highway 30A
Land Use and Zoning	Zoning is NPA infill by Walton County
Date of Sale	2/15/2015
Days on Market	Not listed in MLS
Price	$14,000,000
Price per FF	$41,543
Property Rights Conveyed	Fee Simple
Terms	Cash
Verification	ORB/P 2971/742- MMT Rears - Conversation between Grady Elder, principle and Thomas Marr, appraiser.
Conditions of Sale	Arm's length - The Walton County Property Appraiser considers the sale to be a qualified sale
Present use	This sale was vacant land at the time of the sale
Highest and Best Use	Develop to residential multi family
Intended Use	This sale was developed to the Thirty One on Thirty A residential condominium
Prior sale information	10/23/2014 for $8,000,000 per ORB/P 2962/4302
Comments	This sale was originally owned by the selling entity for Sale #1. They sold it in 2014 for $8,000,000. The purchaser was Regal 30A LLC (MC Davis, deceased). Mr. Davis sold it to Regal Development Group LLC in 2015 for $14,0000,000. One of the principles in Regal Development Group LLC is local realtor Grady Elder, a realtor well know to me. Mr. Elder confirmed that despite the similar grantor and grantee names, there was no connection and that the $14,000,000 sale was market based. The grantees then developed the 31 units of the Thirty One on ThirtyA condominium. They have sold 25 units and have 6 units remaining. The development loan is not yet paid off. Two initial purchasers flipped units and did well. Two other initial purchasers flipped units and made very little, and perhaps nothing after considering closing costs and holding costs. This sale illustrates the very long nature of condo development and absorption.

SALE #3 CONTINUED






GRAPHIC SCALE
CR 30 A
(70' ROW)
BIKE PATH
CONSTRUCT ± 200 SF OF ASPHALT
CONSTRUCT ± 349 SF OF ASPHALT
RETAINING WALL (BY OTHERS)
HANDICAPPED PARKING SIGN
CONCRETE WALK
LOADING AREA (10K25)
FDEP/ACOE WETLANDS AS DELINEATED BY BOSSO IMHOF ENVIRONMENTAL SCIENCES, INC.
25' WETLAND BUFFER
BUILDING AREA 34607.45 SF
POOL (BY OTHERS)
POOL DECK (CONCRETE)
WALTON COUNTY COASTAL CONSTRUCTION CONTROL LINE (CCCL) OR BOOK 2824, PAGE 1933 WALTON COUNTY PUBLIC RECORDS AUGUST 26, 2009
WOOD WALKWAY

SALE #3 WARRANTY DEED
PAGE #1

This instrument prepared by:
W. CHRISTOPHER HART
Clark, Partington, Hart, Larry,
Bond, & Stackhouse
Post Office Box 13010
Pensacola, FL 32591-3010
(850) 434-9200
CPH File no. 14-1212

Parcel ID Number: 23-3S-19-25000-010-0000

STATE OF FLORIDA
COUNTY OF WALTON

WARRANTY DEED (Statutory Form-Section 689.02, F.S.)

This Indenture, is made this 12th day of February, 2015, between REGAL 30A, LLC, a Florida limited liability company, ("**Grantor**"), whose address is 4405 Commons Drive East, Suite 301, Destin, Florida 32541, and REGAL DEVELOPMENT GROUP, LLC, a Florida limited liability company, whose address is 10343 East Highway 30A, Suite 105, Seacrest Beach, Florida 32413, ("**Grantee**"),

WITNESSETH: that said Grantor, for and in consideration of the sum of Ten and 00/100 ($10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Walton County, Florida, and more particularly described on the Exhibit "A" attached hereto and by this reference made a part hereof.

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the land is located within a subdivision; valid covenants, conditions, restrictions, easements and mineral reservations of record affecting the land, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SALE #3 WARRANTY DEED
PAGE #2

Inst. # 2015661311535 OR BK: 2971 PG: 743

Signed, sealed and delivered in our presence:

[signature of Witness #1]

[type/print name of witness]

[signature of Witness #2]

[type/print name of witness]

REGAL 30A, LLC, a Florida limited liability company

By:
Name: Jason J. Alley
Title: Manager

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 12th day of February, 2015, by JASON J. ALLEY, the Manager of REGAL 30A, LLC, a Florida limited liability company, on behalf of the company, who (X) is personally known to me or who ( ) has produced _____ as identification.

A. KAREN POTTER
Notary Public, State of Florida
My Comm. Expires April 30, 2016
Comm. No. EE 166788

(NOTARIAL SEAL)

(Print/Type Name)
NOTARY PUBLIC
Commission Number:_____
My Commission Expires:_____

SALE #3 WARRANTY DEED
PAGE #3

Inst. # 2015661311535 OR BK: 2971 PG: 744

EXHIBIT "A"
TO WARRANTY DEED

COMMENCE AT A GOVERNMENT LAND OFFICE CAPPED PIPE MARKING THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA; THENCE SOUTH 01°00'36" WEST ALONG EAST LINE OF SAID SECTION A DISTANCE OF 912.30 FEET TO AN IRON ROD ON THE SOUTHERLY RIGHT-OF-WAY OF SR-30-A (70' R/W) AND THE POINT OF BEGINNING; THENCE NORTH 71°06'00" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 337.5 FEET; THENCE SOUTH 00°58'01" WEST A DISTANCE OF 595 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 337.5 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SECTION 23; THENCE NORTH 00°58'01" EAST A DISTANCE OF 592 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LOCATION MAP

LAND SALES ADJUSTMENT GRID				
ELEMENTS OF COMPARISON	**SUBJECT**	**SALE № 1**	**SALE № 2**	**SALE № 3**
Sale Price	N/A	$6,100,000	$6,000,000	$14,000,000
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Property Rights Adjustment ($)	---	---	---	---
Adjusted Sales Price		*$6,100,000*	*$6,000,000*	*$14,000,000*
Financing	Market	Cash to Seller	Cash to Seller	Cash to Seller
Financing Adjustment ($)	---	---	---	---
Adjusted Sales Price		*$6,100,000*	*$6,000,000*	*$14,000,000*
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Conditions Adjustment ($)	---	---	---	---
Adjusted Sales Price		*$6,100,000*	*$6,000,000*	*$14,000,000*
Market Conditions (Time)	10/9/2021	10/27/2017	11/24/2015	2/12/2015
	---	42.75%	60.00%	66.75%
Adjusted Sale Price (Total)	**N/A**	**$8,707,750**	**$9,600,000**	**$23,345,000**
Adjusted Sale Price per Unit of Comparison (Front Feet)	**N/A**	**$26,071**	**$48,000**	**$69,273**
Location	Good	Very Good	Good	Very Good
Adjustment (%)	---	*-10.00%*	---	*-10.00%*
Size: Front Feet	340	334	200	337
Adjustment (%)	---	---	*-5.00%*	---
Dimensions	Rectangular	Rectangular	Rectangular	Rectangular
Adjustment (%)	---	---	---	---
Zoning	CBR	Infill	CBR	Infill
Adjustment (%)	---	---	---	---
Highest and Best Use	Residential	Residential	Residential	Residential
Adjustment (%)	---	---	---	---
Utilities	All	All	All	All
Adjustment (%)	---	---	---	---
Topography	Sloping to Gulf	Sloping to Gulf	Sloping to Gulf	Sloping to Gulf
Adjustment (%)	---	---	---	---
Functional Utility/CCL/Easement	None	Yes	None	None
Adjustment (%)	---	48.00%	-2.00%	-2.00%
Access	Average	Average	Average	Average
Adjustment (%)	---	---	---	---
Net Adjustment (%)	*N/A*	*0.380*	*-0.070*	*-0.120*
Net Adjustment /$ Per Front Foot	*N/A*	*$9,907*	*($3,360)*	*($8,313)*
INDICATED VALUE @ FF		$35,978	$44,640	$60,960

Explanation of Adjustments to Comparable Sales
Adjustments were made to the comparable land sales to account for differences between the subject property, 'as if vacant', and each of the comparable land sales. An analysis of each of the elements of comparison and adjustments applied to the comparable site sales to account for the differences is presented below. I note that I generally make adjustments in increments of 5% as I consider that the market tends to round when analyzing property. To support this opinion, I note the number of sales that end in three zeroes as compared to the number of sales that end in numbers like 235 / 432 / 673, etc.

Property Rights Conveyed
Each of the properties was conveyed in fee simple ownership by Warranty Deed instruments. The subject property is owned in fee simple interest.

Financing
All of the comparable land sales employed herein sold with cash to the seller and cash equivalent financing from conventional lending sources at market rates. No seller financing was reported. No adjustment is required for financing.

Conditions of Sale
Based on my discussion with Norm McLean, the purchaser of Sale #2, I adjusted this sale upward 10%.

Market Conditions:
I made upward market conditions adjustments to all sales at a rate of 3/4% per month. I am well aware that a realtor could pull out data indicating that market conditions for some property has increased more than 9% annually. However, all types of property do not appreciate equally. Parcels with well defined highest and best uses such as detached homes and residential lots can be tracked well as the product us homogeneous and there is an ample supply of data. Product such as the subject parcel, most commercial parcels and larger acreage parcels are much more difficult to track as they are generally not homogeneous and there are fewer sales.

Location
I adjusted Sales #1 and #3 downward 10%. I base this on comparable selling prices of lots and detached homes in Destin as compared to the County Highway 30A corridor. If anything, this adjustment should be larger.

Size
A typical market characteristic when looking at comparable sales indicates parcels with larger surface area size tend to sell for less per acre than smaller parcels, all other aspects being equal. This is based on the well established economic principle of marginal utility which states that each additional unit added contributes marginally less utility than did the previous unit added. Thus, to reflect this market characteristic, I adjusted Sale #2 downward.

Dimensions/Shape
I made no shape adjustments.

Zoning
I made no zoning adjustments.

Highest and Best Use
I made no adjustments. I note that I will follow this sales comparison analysis with a feasibility analysis which will address highest and best use.

Utilities
All utilities required for commercial use, such as water, sewer, electricity, telephone, and cable, were available at or nearby each of the comparable land sale sites. No adjustment was required.

Topography
All of the comparable land sales were at finished road grade and then sloped to the gulf. No adjustments were required.

Functional Utility
I initially made a 50% adjustment to Sale #1 as it features very little land north of the Coastal Construction Line. This fact eliminated condominium development as an alternative highest and best use. However, I reduced this adjustment to 48% to deduct 2% from the subject because of the five foot easement over the western parcel. I adjusted Sales #2 and #3 downward 2% to maintain consistency.

Access

I made no adjustments.

Other Adjustment
No adjustments were required.

Net Adjustment Percentage
The net adjustment percentage represents the net effect of all the adjustments applied to a particular comparable land sale. Net adjustments to the comparable land sales were -7% to 38% which is considered an acceptable range for deriving an accurate representation of market value. Most of the adjustments were utility and location.

RECONCILIATION OF SITE VALUE
I consider both the quality and the quantity of land sales to be adequate to derive a reliable opinion of value.

The sales comparison analysis indicated a range of value per front foot of the subject site from a rounded $35,978 to $60,960 with an average adjusted value of $47,193 per FF.

Based on these adjusted values and my tendency to round, I estimate the 'as if vacant' market value for the subject site to be a rounded $45,000 per FF.

Therefore:

Front Feet		Price Per FF		Estimated Current Market Value
340	×	$45,000.00	=	$15,300,000

The above calculation and my analysis indicates the 'as if vacant market value of the subject site, as of my most recent viewing of July 23, 2022 is a rounded $15,300,000.

INDICATED CURRENT MARKET VALUE FOR THE SUBJECT LAND
IN 'AS IF VACANT" CONDITION DERIVED FROM THE SALES COMPARISON ANALYSIS
(As of July 23, 2022)

FIFTEEN MILLION THREE HUNDRED THOUSAND DOLLARS
$15,300,000

RECONCILIATION OF FINAL MARKET VALUE

The following table contains the indicated market values for the subject property in an 'as if vacant" condition, as of July 23, 2022.

Valuation Method	Indicated Value
Cost Approach	Not Employed
Sales Comparison Analysis	$15,300,000
Income Approach	Not Employed

I consider the aggregate feasibility analysis to support the value opinion derived in the sales comparison analysis.

As a final note, I reference Sale #2. Sale #2 is 200 FF on the gulf and sold for $6,000,000. The subject is 340 FF. Extrapolating 200 FF to 300 FF would indicate a subject value of $10,200,000 as of the purchase date of Sale #2 in 2015. Using the same 60% (3/4% per month) market conditions adjustment used in the sales comparison analysis results in a value for this most similar sale of $16,320,000.

FINAL VALUE OPINION.

Subject to the above analysis, general assumptions and limiting conditions, and certification of value set forth herein, it is my professional opinion the fee simple market value of the subject property, 'as if vacant" , current to July 23, 2022 is:

FIFTEEN MILLION THREE HUNDRED THOUSAND DOLLARS
$15,300,000

Marketing and Exposure Time

The marketing and exposure time linked to the final current value opinion is a range of six (6) to nine (9) months based on market sales of similar properties and current market activity.

A D D E N D A

Appraiser License

APPRAISER LICENSE

Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr Florida

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MARR, THOMAS A

220 HOSPITAL DRIVE

FT WALTON BEACH FL 32548

LICENSE NUMBER: RZ2645

EXPIRATION DATE: NOVEMBER 30, 2022

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APPRAISAL REPORT

+/-2.04 ACRES OF MIXED USE ZONED LAND LOCATED ALONG SCENIC HIGHWAY 98, IN DESTIN, OKALOOSA COUNTY, FLORIDA

CLIENT: THE TRUST FOR PUBLIC LAND

EQUIVALUE APPRAISAL, LLC.
PROFESSIONAL APPRAISAL AND VALUATION SERVICES
P.O. BOX 5326
DESTIN, FLORIDA 32540
PHONE (850) 424-6119

Jason P. Shirey, MAI, CCIM, CPM
State-Certified General Real Estate Appraiser RZ3186
Direct Phone (850) 543-5953 (Mobile)
EquiValue Appraisal File No: 220-071

APPRAISAL REPORT

Of Mixed Use Land Property
+/-2.04 Acres of Land

Location
3310, 3320, 3324 Scenic Highway 98,
Destin, Okaloosa County, FL
32541

Effective Date
March 18, 2022

Report Date
March 28, 2022

Client / Intended User
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32301

Prepared by:
Jason P. Shirey, MAI, CCIM, Cert Gen RZ3186

EQUIVALUE APPRAISAL

Phone 850 424 6119 Fax 888 774 4503

EquiValue Appraisal LLC File #: **EQ 220-071**

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March 28, 2022

The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32301

Re: Appraisal of a Gulf Front Parcel of Mixed-Use zoned land containing an aggregate+/-2.04 Acres, located along the south side of Scenic Highway 98, and having the assigned postal addresses of 3310, 3320, 3324 Scenic Highway 98, Destin, Okaloosa County, FL 32541. EquiValue Appraisal File № 220-071.

Dear Client:

At your authorization and request, we have prepared an appraisal for the above-referenced mixed use zoned land in 'As Is' condition. A copy of the engagement document has been included in the addenda to this report if applicable.

This letter of transmittal is not an appraisal report, but merely serves to transmit the attached appraisal report and convey the final conclusion of value.

The accompanying research, analyses and conclusions, and appraisal report following this letter of transmittal has been compiled in accordance with USPAP Standards Rule 2-2(a) for a written appraisal report.

The purpose of the appraisal assignment is to derive an opinion of the current market value of the subject property in 'As Is' condition, subject to our assessment of highest and best use, as of the effective date of the appraisal, March 18, 2022 the most recent date of inspection.

The intended use of this appraisal is to assist the client/intended user, The Trust for Public Land, in the evaluation of the subject property for potential acquisition decisions.

This appraisal is intended for the use of the client only. No other users are identified or authorized. The appraiser is not responsible for the unauthorized use of this report.

We have completed the requisite inspections, research, and analyses necessary to appraise the 100% fee simple interest in the subject property, 'As Is'' as of March 18, 2022.

Please reference the Scope section of this report for information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

We certify that we have no present or contemplated future interest in the property beyond this opinion of value. The reported value(s) in this appraisal have not been based on a requested minimum valuation, a specific valuation, or the approval of a loan, and has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice.

Your attention is directed to the Limiting Conditions and Assumptions section following the reconciliation and appraisal certification in this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.

This appraisal is subject to the following Hypothetical Condition(s):

- None.

This appraisal is subject to the following Extraordinary Assumption(s):

- We have not received a survey of the subject tract and are not surveyors. We have utilized information obtained from the Okaloosa County Property Appraisers Office, as well as information obtained from Okaloosa County public records regarding the legal descriptions of the subject property which we utilized to calculate the amount of acreage contained within the parcel.

  We assume the parcel exists as set forth in this appraisal and fully contains the amount of acreage it is stated to contain. If a professional survey should render the property to contain more or less area, or to be substantially deviate from the depictions rendered in this report, then this appraisal would be rendered invalid or subject to revision. Any reader is advised to verify the area and dimensions of the subject property by professional survey, prior to reliance upon this appraisal.

This appraisal assignment utilized the preceding Extraordinary Assumption, the use of which may have affected the assignment results.

Our opinion of value was formed based on our experience in the field of real property valuation, as well as the research and analysis set forth in this appraisal.

Our concluded opinion of value for the subject property, as of March 18, 2022, subject to the attached assumptions, limiting conditions and certification, is as follows:

Current Market Value of the Fee Simple Interest in the Subject Property
In 'As Is' Condition, As of March 18, 2022:

$14,535,000
Fourteen Million Five Hundred Thirty Five Thousand Dollars

The estimated market exposure period necessary for the subject to have achieved this value is estimated to be 9-12 months.

It was a pleasure assisting you with this matter. If you have any questions concerning the following analysis, or if we can be of further assistance, please do not hesitate to call.

Respectfully submitted,

EquiValue Appraisal, LLC

Jason P. Shirey, MAI, CCIM
Cert Gen RZ3186

INTRODUCTION

Qualifications of the Appraiser

Qualifications of

Jason P. Shirey, MAI, CCIM, MS-RECM

State-Certified General Real Estate Appraiser No. RZ 3186 (FL)
State-Certified General Contractor No. CGC 062478 (FL)
Licensed Real Estate Broker No. BK 3168469 (FL)

MAI : Designated Member of the Appraisal Institute
Appraisal Insitute, Chicago, Illinois.

CCIM : Designated Certified Commercial Investment Member
CCIM Institute, Chicago, Illinois.

M.S. RECM : Master of Science, Real Estate and Construction Management
University of Denver - Denver, Colorado.

B.S. BCN : Bachelor of Science, Building Construction Management
University of Florida – Gainesville, Florida.

Business Affiliations and Work Experience, Past / Present

EquiValue Appraisal and Consulting Services
Principal and Founder; Real Estate Appraiser, Real Estate Broker, Certified General Contractor

Marsh Appraisal Corporation - Real Estate Appraisal and Valuation Services, Fort Walton Beach, Florida
Registered Trainee Appraiser / State Certified Real Estate Appraiser

Plantation Coast Properties, LLC – Fort Walton Beach, Florida
Principal; Real Estate Investments and Property Management

Alcon Associates, Inc. – Commercial General Contractors / Construction Managers; Pensacola, Florida
Florida Division Manager

National Construction Enterprises, LLC – General Contractor / Construction Managers; Savannah, Georgia
Vice President of Operations, Savannah-Hilton Head Division

Acoustics and Specialties, Inc. – General Contractors; Memphis, Tennessee
Senior Estimator / Project Manager of Healthcare Construction

Brasfield and Gorrie General Contractor Inc. – General Contractors and Construction Managers; Orlando, Florida
Construction Estimator / Project Manager

United States Air Force Reserve
Reserve Pilot, Boeing C-17 Globemaster III

EQUIVALUE APPRAISAL

Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Professional / Continuing Education

Litigation Appraising - Specialized Topics and Applications
Appraisal Institute

Uniform Standards of Professinal Appraisal Practice
7 Hour Update, *Appraisal Institute*

Advanced Income Capitalization
Appraisal Institute

Advanced Sales Comparison Approach
and Principles In Highest and Best Use
Appraisal Institute

User Decision Analysis for Commercial Real Estate
CCIM Institute Course CI-103

Advanced Cost Approach
Appraisal Institue

Real Estate Taxation, Planning and Consequences
University of Denver, Burns School of Real Estate

Advanced Real Estate Feasibility Analysis
Urban Land Institute / University of Denver

Real Estate Securities and Syndications
University of Denver, Burns School of Real Estate

Legal Issues In Real Estate and Construction Management
University of Denver, Burns School of Real Estate

Income Property Investment
Urban Land Institute / University of Denver

Argus Financial Analysis
University of Denver, Burns School of Real Estate

Residential Real Estate Appraiser Course ABII
Ed Klopfer Schools of Real Estate

Real Estate Salesperson Pre-Licensing Course
Ed Klopfer Schools of Real Estate

Income Property Management
Institute of Real Estate Management / University of Denver

Certified Commercial Investment Member Core Concepts
CCIM Insitute Comprehensive Exam

Appraising from Blueprints and Specifications
Appraisal Institute

Florida Building Code Update
Florida Workplace Safety and OSHA Update
Universal Inspection Service

Uniform Standards of Professional Appraisal Practice
15 Hour Update, *Appraisal Institute*

Business Practices and Ethics for Appraisers
Appraisal Institute Course #420

Basic Income Capitalization
Appraisal Institute

Advanced Valuation and Report Writing
Appraisal Institute Course #540

Real Estate Investment Finance
University of Denver, Burns School of Real Estate

Computer Applications for Real Estate Analysis
University of Denver, Burns School of Real Estate

Risk Management and Insurance for Investment Real Estate
University of Denver, Burns School of Real Estate

Indoor Air Quality and Mold Contamination Remediation
National Association of Mold Professionals, 2004

Real Estate Trainee Appraiser Course ABI
Ed klopfer Schools of Real Estate

Uniform Standards of Professional Appraisal Practice
15 Hour Update, *Appraisal Institute*

EQUIVALUE APPRAISAL

Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Appraiser Experience - Property Types

Affordable Housing
Agricultural Land
Aircraft Hangars
Antenna Towers
Apartments
Automobile Dealerships
Hotels and Motels
Bank Buildings
Bowling Alleys
Broadcast Facilities
Campgrounds / Recreational Vehicle Parks
Car Washes
Churches
Coastal Land
Condominium Units:
  Assemblages, Complexes, Conversions
Condominium Projects:
  Pre-development, Insurable Replacement Cost
Convenience Stores
Day Care Centers
Development Appraisals
Distribution Facilities
Golf Clubs and Country Clubs
Health Clubs
High-End Residential
Hobby Farms
Home Sites (Lots)
Home Sites (Land - Large Tracts)
Hotel - Resorts
Industrial Land
Indstrial Improvements
Light Industrial Properties
Manufacturing Facilities
Marinas / Docks / Boat Storage Facilities
Medical Offices
Mixed Use Developments
Mobile Home Parks
Multifamily Land
Multifamily Developments
Nurseries
Office Buildings
Office Condominiums
Office-Warehouse Facilities
Outdoor Signs
Parking Facilities
Replacement Cost Appraisals
Retail Stores (Anchor Tenant / Owner Occupied)
Retail Strip Centers (Multiple Tenant)
Restaurants (All types)
Self-Storage Facilities
Subdivisions (Commercial)
Subdivisions (Residential)
Single Family Residences
Sustainable Development (Green Buildings)
Urban Land (Vacant and Interim Use)
Warehouses
Yacht Clubs

Previous Client List (Partial)

Access Bank and Mortgage
Alternative Funding Corporation
BanCorp South
Bank of America
Bank of Bonifay
Bank of Pensacola
BankTrust
Beach Community Bank
CB Richard Ellis
CCB Community Bank
Colonial Bank
Community Bank
Compass Bank
Cotton and Gates
Crystal Beach Development
DestinFirst Bank
First Capital Bank
First City Bank
First Gulf Bank
First National Bank and Trust
Florida Coastal Mortgage
Guaranty Federal Bank
GulfSouth Private Bank
Jay Odom
Kevin Helmich, P.A.
Legendary, Inc.
LNK Development
M & F Bank
People's First Community Bank
Premier Community Bank
Regions Bank
Renasant Bank
Sunbird Condominium Owner's Association
Suntrust Bank
The Plaza Owner's Association
Tranquil Harbor Owner's Association
Trustmark National Bank
Vanguard Bank
Villas on the Gulf Condominium Onwer's Association
Vision Bank
Wachovia Bank
Whitney Bank

Assignment Purposes

Acquisition
Disposition
Assessment Appeal
Development Feasibility
Estate Planning
Financing (Institutional and Private)
Investment Analysis
Portfolio Analysis
Marital Dissolution
Relocation
Mediation, Arbitration, Dispute Resolution

EQUIVALUE APPRAISAL

Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Assignment Types

Appraisal Review
Buyer Brokerage
Complex Valuation
Construction Progress / Draw Request Inspection
Demographic Analysis
Detrimental Conditions Valuation and Consulting
Eminent Domain Valuation and Consulting
Estate Valuation
Feasibility Studies
Fee Appraisals Including Full and Fractional Interests
Foreclosure / REO Appraisal - Assessment
Highest and Best Use Analysis
Insurance
Litigation Support
Market Studies
Portfolio Valuation and Analysis
Relocation Appraisal
Rent Analysis / Studies
Retrospective Valuation
Site Location Services
Valuation and Consultation for Financial Reporting

Primary Market Area

Okaloosa County
- Destin
- Fort Walton Beach
- Crestview
- Mary Esther
- Niceville
- Bluewater Bay

Walton County
- Miramar Beach
- Panama City Beach
- Rosemary Beach
- Santa Rosa Beach
- Blue Mountain Beach
- Freeport
- Defuniak Springs
- Inlet Beach
- Seacrest Beach

Santa Rosa County
- Navarre
- Navarre Beach
- Gulf Breeze

Bay County
- Panama City
- Panama City Beach
- Springfield

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Subject Photograph

Additional photographs can be referenced in the Property Description Section of the Appraisal Report.

Approximate location of the subject boundaries are identified in red above.
The subject is a four parcel assemblage of Gulf Front Land with 2.04 Acres and 340 Front Feet More or Less

Summary of Salient Facts and Conclusions

GENERAL	
EquiValue Appraisal File No:	220-071
Subject:	A four parcel assemblage of mixed use zoned land containing an aggregate+/-2.04 Acres, located along the south side of Scenic Highway 98, and having the assigned postal addresses of 3310, 3320, 3324 Scenic Highway 98, Destin, Okaloosa County, FL 32541. As stated, the subject property consists of a four parcel assemblage of land which contains approximately +/-2.04 Acres and 340 waterfront feet along the Gulf of Mexico Beaches. Although we recognize that the subject is improved with various older beach cottages and residential structures constructed in the distant past, it is our opinion that these structures do not currently represent the highest and best use of the site, and contribute sufficient value only to offset the cost of demolition and disposal of the structures, thereby making the value of the subject 'As Is' synonymous with the value of the underlying vacant land. The use of the subject property 'As Is' condition is that of a mixed-use zoned redevelopment site and that is the use represented in this report.
Owner:	Blasbichler HD Trust and Blasbicher HD Agreement PO Box 222 Destin, FL, 32541
Legal Descriptions:	Metes and Bounds – See Addenda
Tax Identification:	00-2S-22-0390-0000-0010 00-2S-22-0580-000A-0090 00-2S-22-0580-000A-0100 00-2S-22-0580-000A-0110
Date of Report:	March 28, 2022
Date of Value:	March 18, 2022

Property Rights Appraised: Fee simple

Intended Use: The intended use of this appraisal is to assist the client/intended user, The Trust for Public Land, with the evaluation of the subject property for potential acquisition decisions. Okaloosa County and The City of Destin are also named as additional intended users.

Intended User(s): Client only

Appraisal Purpose: Current Market Value 'As Is'

Assessed Value 2021:

00-2S-22-0390-0000-0010	$282,492
00-2S-22-0580-000A-0090	$1,944,010
00-2S-22-0580-000A-0100	$1,826,073
00-2S-22-0580-000A-0110	$1,826,507

Despite the intention of the property appraiser to value property at market value on a yearly basis, it is the appraiser's opinion that assessed value has no direct correlation to current fair market value in the subject market area.

Sale History: We found no qualified transfers of the subject land area in the preceding three (3) years. The subject property has been owned by the current owner or a related party for a notable period of time hereto.

Current Contracts/Listing: According to the Emerald Coast Association of Realtors (ECAR) multiple listing service (mls) the subject land is not currently listed for sale, nor has it been listed for sale in the previous 12 month period.

We are aware that an agreement has been reached to purchase the subject property by the client. However, this contract, the pending purchase price, and the details of the contract were not provided the appraiser.

PROPERTY	
Land Area:	Total: ±2.04 Acres Usable: ±2.04 Acres Excess: 0.00 Acres The subject property consists of an aggregate +/-2.04 Acres of land and approximately 340 waterfront feet along the shores of the Gulf of Mexico.
Zoning:	*Crystal Beach Resort (CBR) by the City of Destin*
Highest and Best Use 'As Is':	Multi-Family Residential development, resort- oriented single family residential development, or mixed use development is estimated to be the highest and best use for the subject property, 'As Is', as this use provides a higher return to the underlying land than any other use analyzed.

VALUE CONCLUSIONS	
Land Value:	$14,535,000
Cost Approach:	Not Utilized
Improved Sales Comparison Approach:	Not Utilized
Income Approach:	Not Utilized
Reconciled Opinion Of Value (Rounded):	Premise: 'As Is' Estate: Fee Simple Value Conclusion: Fourteen Million Five Hundred Thirty Five Thousand Dollars ($14,535,000) *Assuming a 9-12 month exposure time.*

Appraisal Scope of Work

In accordance with the 2020-2021 Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s).

This process should meet the expectations of parties who are regularly intended users for similar assignments and be consistent with what an appraiser's peers actions would be in performing the same or a similar assignment.

Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for the client, The Trust for Public Land. The intended use of this appraisal is to assist the client/intended user, The Trust for Public Land, in the evaluation of the subject property for potential acquisition decisions.

This appraisal report is for use by the client only. Okaloosa County and The City of Destin are also named as additional intended users. No other intended users are identified or authorized.

The appraisers are not responsible for the unauthorized use of this appraisal report.

SCOPE OF WORK	
Report Type:	This is an Appraisal Report, which is intended to comply with the reporting requirements established by Standards Rule 2-2(a) of the *2020-2021* edition of the U*SPAP* for a written Appraisal Report. It presents summary discussions of the data, reasoning, and analyses utilized in the appraisal process to develop the appraiser's opinion of value. Supporting documentation not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. The appraiser is not responsible for the unauthorized use of this report.

Property Identification:	The subject was identified by the legal descriptions, site inspection, and information provided by the Okaloosa County Property Appraisers Office.
Inspection:	A complete inspection of the exterior of the improvements and site were made, and photographs taken. As the highest and best use of the subject indicated that the improvements contribute only sufficient value to offset demolition and disposal, an interior inspection of the improvements was not deemed necessary.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions was made. The appraisers physically inspected the micro and/or macro market environments influencing the subject.
Highest and Best Use Analysis:	A complete analysis of highest and best use for the subject in 'As Is'/'As If Vacant' condition was completed.

Valuation Analyses

Land Valuation:	An opinion of value for the subject property in 'As if Vacant' condition is being provided. 'As if Vacant' land valuation is being conducted via employment of the sales comparison approach. We have noted previously that the sole component of the subject is a result of the underlying land with the improvement value only sufficient to offset costs of demolition and disposal. Therefore, the value of the subject 'As Is' is synonymous with the value of the subject 'As if Vacant'.
Cost Approach:	The cost approach was not utilized in this assignment.
Sales Comparison Approach:	The improved sales comparison approach was not applied in this appraisal assignment.
Income Approach:	As the subject property is being appraised as vacant land with no promise of generation of income, the income approach was not utilized in this appraisal.
Hypothetical Conditions:	None

Extraordinary Assumptions:	We have not received a survey of the subject tract and are not surveyors. We have utilized information obtained from the Okaloosa County Property Appraisers Office, as well as information obtained from Okaloosa County public records regarding the legal descriptions of the subject property which we utilized to calculate the amount of acreage contained within the parcel. We assume the parcel exists as set forth in this appraisal and fully contains the amount of acreage it is stated to contain. If a professional survey should render the property to contain more or less area, or to be substantially deviate from the depictions rendered in this report, then this appraisal would be rendered invalid or subject to revision. Any reader is advised to verify the area and dimensions of the subject property by professional survey, prior to reliance upon this appraisal.
Statement Regarding Use of Hypothetical Condition(s)/Extraordinary Assumption(s):	*This appraisal assignment utilized the preceding Extraordinary Assumption, the use of which may have affected the assignment results.*
Exposure Time (Market Value):	Exposure Time may be defined as: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.[1] The estimate of exposure time is presented in consideration of the exposure periods for comparable sales utilized in this appraisal, marketing time information available from nationally published sources including the CB Richard Ellis National Market Survey and the opinions of market participants. ***It is estimated that the exposure time necessary for the subject to have achieved the opinion of value is 9-12 months.***

[1] USPAP 2018-2019

Definition of Value, Property Rights Appraised, and Intended Use

Purpose of the Appraisal:

The purpose of an appraisal is the stated reason and scope of the appraisal assignment. It is established by the client, and points to the information the client requires in answering specific questions relevant to real property. The purpose of the appraisal establishes the foundation for the final value conclusion which does not change to accommodate the use of the appraisal.[2]

The purpose of this appraisal is to arrive at a supportable opinion of market value of the property in 'As Is' condition.

Intended Use of the Appraisal and Intended User:

The intended use of an appraisal is the manner a client will employ the information contained in the report. The intended use or function of an appraisal is determined by the client's needs. Because an appraisal may provide a basis for a decision concerning real property, the intended use of the appraisal depends on the decision the client wishes to make.[3]

This appraisal is prepared for the client, The Trust for Public Land. The intended use of this appraisal is to assist the client/intended user, The Trust for Public Land, in the evaluation of the subject property for potential acquisition decisions.

This appraisal report is for use by the client only. Okaloosa County and The City of Destin are also named as additional intended users. No other intended users are identified or authorized.

The appraisers are not responsible for the unauthorized use of this appraisal report.

Property Rights Appraised

Real property is said to possess value as a result of the 'bundle of rights' inherent to property ownership. Regardless of the type of ownership, the owner of real property is said to possess an interest in said property. The following definitions are for the three (3) most commonly-valuated interests as defined by the *Dictionary of Real Estate Appraisal*, Fourth Edition.

> *Fee Simple Interest*:
> Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, *eminent domain*, police power, and *escheat.*

---

[2] *The Appraisal of Real Estate*, Twelfth Edition
[3] *The Appraisal of Real Estate*, Twelfth Edition

Leased Fee Interest:
An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor and the lessee are specified by contract terms contained within the lease.

Leasehold Interest:
The interest possessed by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions. See also negative leasehold; positive leasehold.

The subject property is being appraised 'fee simple', taking into account market conditions at the effective date of the report. Given the valuation of the subject in 'As Is' / 'As if Vacant' condition in the absence of any long-term lease, fee simple basis is considered to be the appropriate valuation standard.

Date of Value Opinion

Value opinions are presented as of a specific date, ***March 18, 2022 (effective date),*** taking into account market conditions at that time. The effective date of an appraisal is the date which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2020-21 edition.)

The date of the value opinion can be current, in the past (retrospective), or forecast into the future (prospective).

The following presents definitions regarding the date of the opinion of value, as provided by the text *The Appraisal of Real Estate*, Twelfth Edition:

Date of Value Opinion:
The date an opinion of value is valid.

Current Value:
In accounting, synonymous with market value.

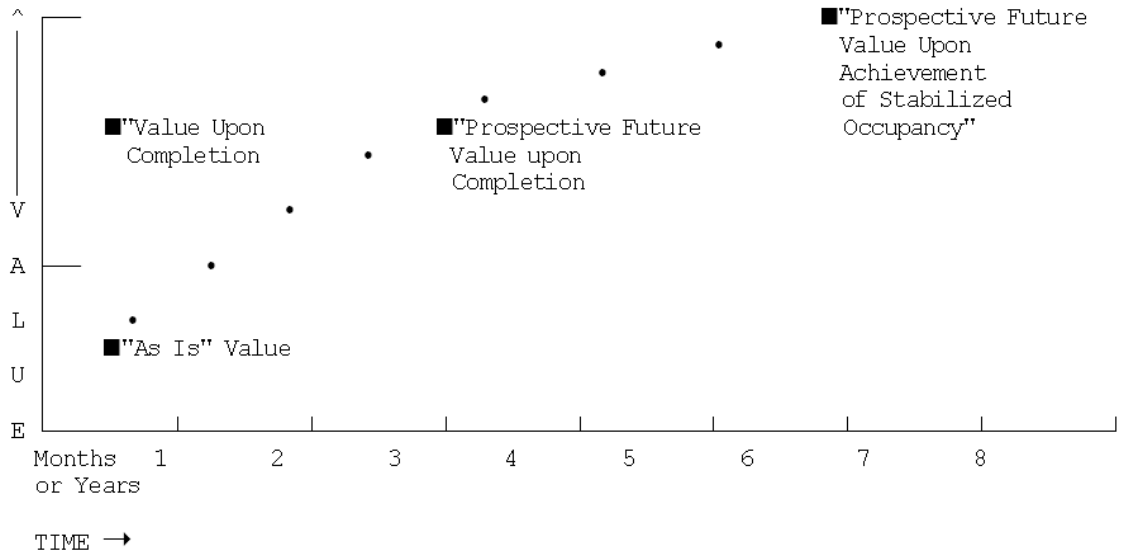
Retrospective Value Opinion:
An opinion of value likely to have applied retrospective to a specified historic date. A retrospective value opinion is most frequently sought in connection with appraisals for estate tax, condemnation, inheritance tax, and similar purposes.

Prospective Value Opinion:
A forecast of the value expected at a specified future date. A prospective value opinion is most frequently sought in connection with real estate projects proposed, under construction, or under conversion to a new use, or those not achieving sellout or a stabilized level of long-term occupancy at the time the report is compiled.

In a prospective appraisal, the appraiser analyzes market trends to provide support for forecasted income and expense or sell-out opinions, absorption periods, capitalization rates, and discount rates retrospective to the effective date. This

report was prepared taking into account market conditions present retrospective to the date of the report. The appraiser(s) cannot be held responsible for unforeseen events altering market conditions prior to the effective date of the report.
The following graph presents a graphical depiction of the above-described date of value opinions and their associated position within a potential overall development time scenario.

Value Creation Continuum[1]



The preceding exhibit graphically displays the creation of value in a real estate development project over time, assuming a zero inflation environment for clarity of presentation.

1 *Code of Federal Regulations*, Title 12, as amended by the Federal Home Loan Bank Board.

Basis of the Subject Value Opinion

The four (4) time differential values on the preceding graph which may be considered in the appraisal of developments are defined as follows:

(1) **'As Is'** means an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications retrospective to the date of appraisal.

(2) **'Value as Complete' or 'Value Upon Completion'** means the market value of a property with all proposed construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions retrospective to the date of appraisal. With regard to properties wherein anticipated market conditions indicate stabilized occupancy is not likely retrospective to the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.

(3) **'Prospective Future Value Upon Completion'** means the prospective future value of a property on the date construction is completed, based upon market conditions forecast to exist retrospective to that completion date.

(4) **'Prospective Future Value Upon Achievement of Stabilized Occupancy'** means the prospective future value of a property at a point in time when all improvements have been physically constructed and leased to its optimum level of long term occupancy.

The purpose of this appraisal is to derive an opinion of the market value for the subject property in 'As Is' condition.

The following are the relevant dates to the valuation, viewing, and appraisal reporting of the subject:

Effective Date of Value Opinion:	**March 18, 2022**
Date of Viewing:	**March 18, 2022**
Date of Appraisal Report:	**March 28, 2022**
Date of Photographs:	**March 18, 2022**

Definition of Value

The definition of 'Market Value', as defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-*Appraisals,* 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of *FIRREA*, as well as by the *USPAP* as promulgated by the Appraisal Foundation, is as follows.

> Market value means the most probable price property should bring in a competitive and open market under all conditions requisite to a fair sale, the purchaser and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale retrospective to a specified date and the passing of title from seller to purchaser under conditions whereby,
>
> 1. Purchaser and seller are typically motivated;
> 2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
> 3. A reasonable time is permitted for exposure in the open market.
> 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
> 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Policy Statement of the Appraisal Institute

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic, or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or a conclusion with respect to neighborhood trends, upon stereotyped, biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood it is located.

FACTUAL DESCRIPTIONS

Property Description

Summary of Site Characteristics and Improvements

SITE	
Information Sources:	Deeds, Inspection, Public Records, and Okaloosa County Property Appraisers Office.
Total Site Size:	+/-2.04 Acres
Usable Site Size:	+/-2.04 Acres The subject property consists of an aggregate +/-2.04 Acres of land located along the south side of Scenic Highway 98.
Interior / Corner Lot:	The subject parcel is not situated in a corner location.
Visibility:	The subject features very good visibility from Scenic Highway 98 along the north boundary as well as the Gulf of Mexico along the south boundary.
Road Frontage/Access:	The subject benefits from approximately +/-340' of paved frontage along the southern right of way of Scenic Highway 98. Access to the parcel is considered good.
Water Frontage:	The subject Parcel benefits from approximately +/-340' of beach frontage along the Gulf of Mexico at the southern boundary, and unobstructed views of the Gulf of Mexico to the south.
Topography:	The subject property is essentially level, at road grade. Although a topographic survey was not provided for our review, review of topographic maps of the general area as well as the viewing of the subject property indicates that the subject site is essentially level and poses no non-typical challenges for development.
Drainage:	Drainage appears adequate for the subject site.
Soils:	The *Soil Survey of Okaloosa County, Florida*, produced by the United States Department of Agriculture Soil Conservation Service indicates the following: The subject is comprised of 72% Newhan-Corolla Complex (2 to 30% slopes) and the remaining 28% Beaches.

	Newhan-Corolla Complex (2 to 30% slopes) is identified on the soil map as unit #18 and is described as excessively drained soils that are conducive to urban development with proper site preparation.
Potential For Environmental Contamination:	The appraisers have not observed, nor are qualified to detect, the existence of potentially hazardous material or underground storage tanks which may be present on or near the subject site. The appraisers recommend that an environmental survey be attained to assure the environmental stability of the subject property. This appraisal assumes no subsoil contamination of the subject site.
Utilities:	*Electricity*: Electricity is provided and is on site. Standard commercial service capacity exists at the subject with adequate capacity to service commercial improvements. *Sewer:* Municipal sewer is provided and is located on site. *Water:* Municipal water is provided and is located on site. *Natural Gas:* Natural Gas service is provided and is either on site or in the vicinity of the subject site and available for connection. *Adequacy:* Available utility service is considered adequate and at least standard for the subject market area.
Site Improvements:	*None contributing value in excess of cost to demolish and dispose.*
Landscaping:	Landscaping is considered average for the subject market.
Site Utility:	Site utility is considered good.
Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject Parcel northern portion is situated in Flood Zone 'X' and the southern portion is situated in Flood Zone 'VE', as noted by the following FEMA Map Number: 12091C0493J Dated March 9, 2021.
Easements:	We were not provided a copy of a survey for the subject property. Our review of the appropriate maps and public records for the subject property did not reveal any easements on the subject site that would adversely affect the value opinion of the subject contained herein, other than an apparent beach access easement along the western boundary of the subject assemblage. This appraisal assumes no other

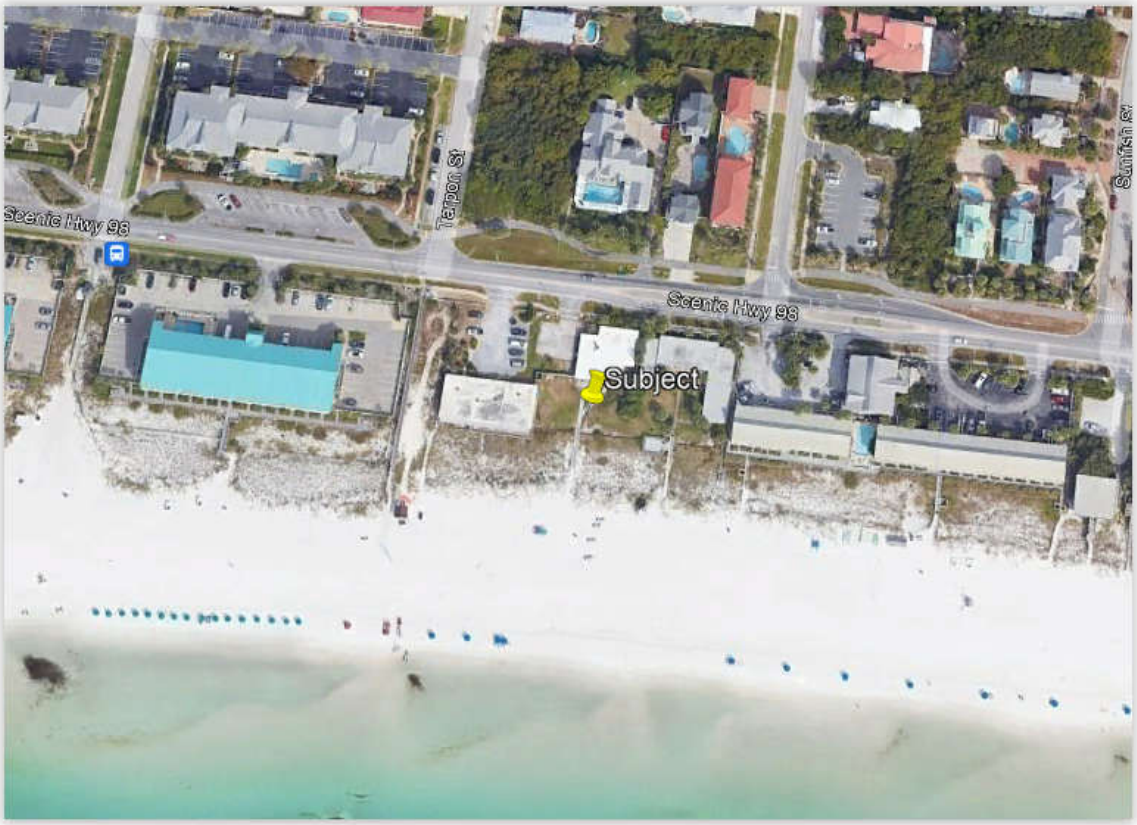
easements, encroachments, or private deed restrictions which would adversely affect the value of the subject property.

Encroachments: We were not provided a copy of a survey for the subject property. Our review of the appropriate maps and public records for the subject property did not reveal any encroachments on the subject site that would adversely affect the value opinion of the subject contained herein. This appraisal assumes no easements, encroachments, or private deed restrictions which would adversely affect the value of the subject property.

Site Comments: The subject benefits from good access and visibility from Scenic Highway 98 and the Gulf of Mexico and Associated beaches. The subject is an excellent site for either residential or mixed use development.

We have noted previously that the sole component of the subject is a result of the underlying land with the improvement value only sufficient to offset costs of demolition and disposal. Therefore, the value of the subject 'As Is' is synonymous with the value of the subject 'As if Vacant'.

Regional Maps



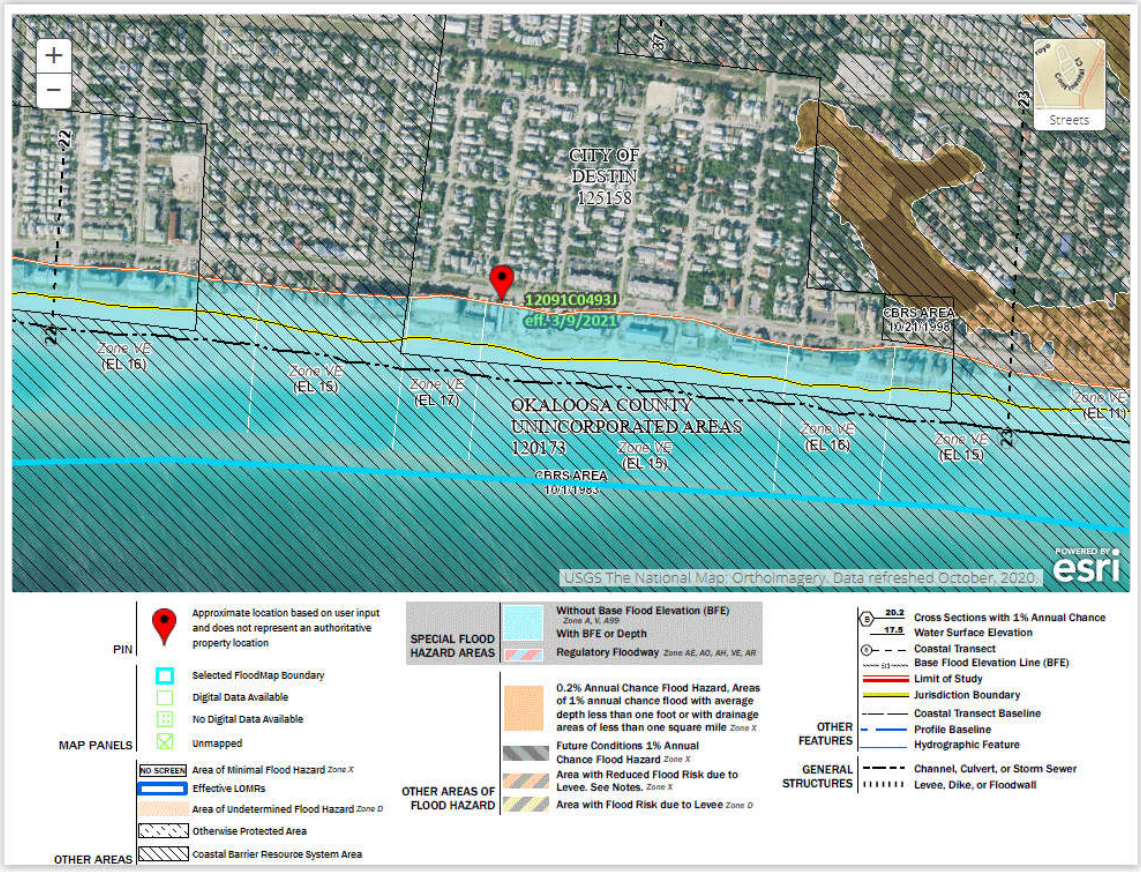
293
98
Subject

Area Maps

Aerial Photograph

Approximate location of the subject boundaries are identified in red above.

Flood Map


CITY OF DESTIN 125158
12091C0493J
eff. 3/9/2021
CBRS AREA 10/20/1998
OKALOOSA COUNTY UNINCORPORATED AREAS 120173
CBRS AREA 10/1/1983
Zone VE (EL 16)
Zone VE (EL 15)
Zone VE (EL 17)
Zone VE (EL 15)
Zone VE (EL 16)
Zone VE (EL 15)
Zone VE (EL 11)
Streets
USGS The National Map: Orthoimagery. Data refreshed October, 2020.
esri
PIN
Approximate location based on user input and does not represent an authoritative property location
MAP PANELS
Selected FloodMap Boundary
Digital Data Available
No Digital Data Available
Unmapped
NO SCREEN
Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
OTHER AREAS
Otherwise Protected Area
Coastal Barrier Resource System Area
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth
Regulatory Floodway Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
20.2
17.5
Cross Sections with 1% Annual Chance Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
OTHER FEATURES
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

Flood Zone Descriptions

"A 100-year flood is a flood which has a 1-percent chance of being equaled or exceeded in any given year. A base flood may also be referred to as a 100-year storm and the area inundated during the base flood is sometimes called the 100-year flood plain.

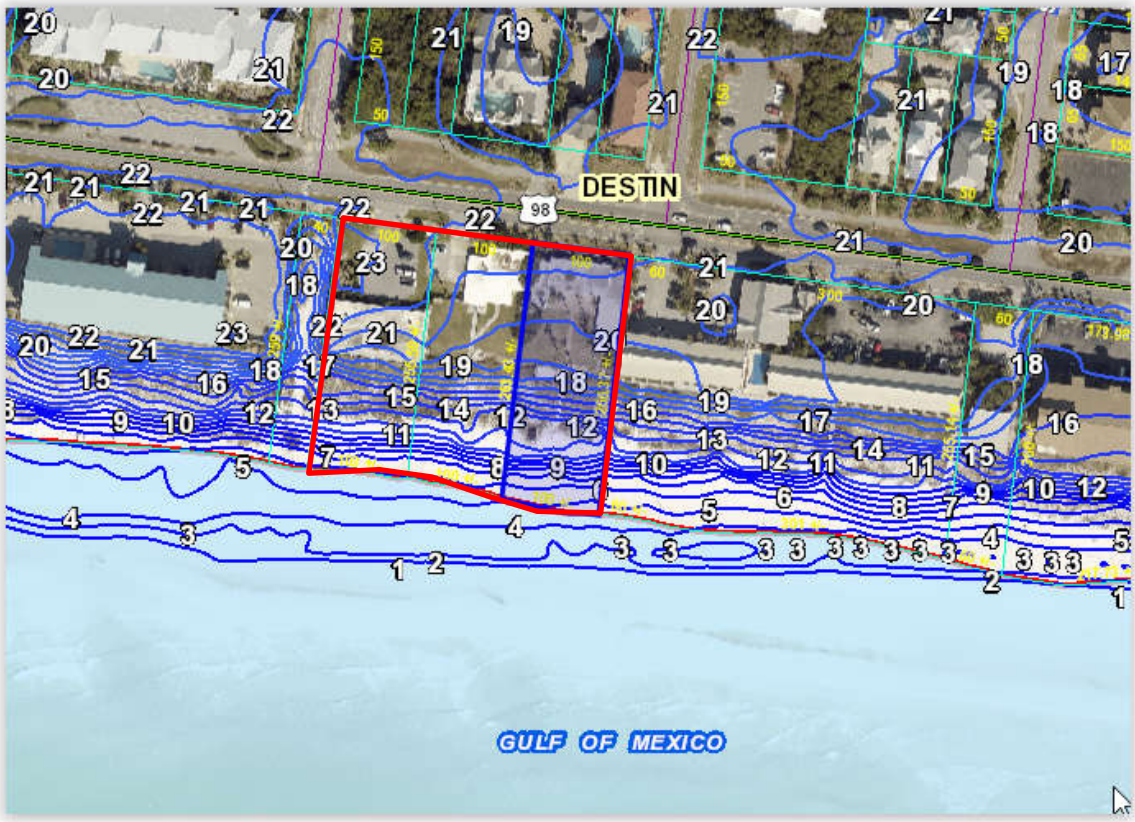
The term '100-year flood' is misleading. It is not the flood that will occur once every 100 years. Rather, it is the flood elevation which has a 1- percent chance of being equaled or exceeded each year. Thus, the 100-year flood could occur more than once in a relatively short period of time. The 100-year flood, the standard used by most Federal and state agencies, is used by the National Flood Insurance Program (NFIP) as the standard for flood plain management and to determine the need for flood insurance. A structure located within a special flood hazard area shown on an NFIP map has a 26 percent chance of suffering flood damage during the term of a 30-year mortgage.

Zone AE and A1-A30
Zones AE and A1-A30 are the flood insurance rate zones corresponding to the 100-year flood plains are determined in the Flood Insurance Study by detailed methods. In most instances, Base Flood Elevations derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Zone VE
Zone VE is the flood insurance rate zone corresponding to the 100-year 21 flood plains possessing additional hazards associated with storm waves. BFEs derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Zones B, C, and X are the flood insurance rate zones corresponding to areas outside the 100-year flood plains, are retrospective to 100-year sheet flow flooding where average depths are less than 1 foot, are retrospective to 100-year stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 100-year flood by levees. No BFEs or depths are shown within this zone."

Topography Map



Soil Map

Soil Map—Okaloosa County, Florida
Tarpon St
Old Hwy 98
Scenic Highway 98
18
3
Map Scale: 1:910 if printed on A portrait (8.5" x 11") sheet.
Meters
0 10 20 40 60
Feet
0 40 80 160 240
N
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84
USDA
Natural Resources Conservation Service
Web Soil Survey
National Cooperative Soil Survey
3/18/2022
Page 1 of 3

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Okaloosa County, Florida
Survey Area Data: Version 19, Jun 11, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Dec 10, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3	Beaches	1.1	36.2%
18	Newhan-Corolla complex, 2 to 30 percent slopes	1.6	53.0%
Totals for Area of Interest		**3.0**	**100.0%**

Soils Information

Okaloosa County, Florida

3—Beaches

Map Unit Setting

National map unit symbol: 1kh9r
Elevation: 0 to 10 feet
Mean annual precipitation: 42 to 48 inches
Mean annual air temperature: 52 to 57 degrees F
Frost-free period: 190 to 210 days
Farmland classification: Not prime farmland

Map Unit Composition

Beaches: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Beaches

Setting

Landform: Beaches on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear

Properties and qualities

Slope: 1 to 3 percent
Natural drainage class: Poorly drained
Runoff class: High
Depth to water table: About 0 to 72 inches
Frequency of flooding: Frequent

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8
Forage suitability group: Forage suitability group not assigned (G133AA999FL)
Hydric soil rating: Unranked

Data Source Information

Soil Survey Area: Okaloosa County, Florida
Survey Area Data: Version 16, Nov 21, 2017

Okaloosa County, Florida

18—Newhan-Corolla complex, 2 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2w4gq
Elevation: 0 to 20 feet
Mean annual precipitation: 60 to 73 inches
Mean annual air temperature: 63 to 72 degrees F
Frost-free period: 236 to 306 days
Farmland classification: Not prime farmland

Map Unit Composition

Newhan and similar soils: 60 percent
Corolla and similar soils: 30 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Newhan

Setting

Landform: Dunes on marine terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy eolian deposits

Typical profile

C - 0 to 80 inches: sand

Properties and qualities

Slope: 2 to 30 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Excessively drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Very high (19.98 to 50.02 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Slightly saline to moderately saline (4.0 to 8.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 20.0
Available water storage in profile: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A

Forage suitability group: Sandy soils on ridges and dunes of xeric uplands (G152AA111FL)
Hydric soil rating: No

Description of Corolla

Setting
Landform: Rises on dunes on marine terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile
A - 0 to 3 inches: sand
C - 3 to 80 inches: sand

Properties and qualities
Slope: 2 to 30 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Somewhat poorly drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Very high (19.98 to 50.02 in/hr)
Depth to water table: About 18 to 36 inches
Frequency of flooding: Rare
Frequency of ponding: None
Salinity, maximum in profile: Moderately saline to strongly saline (8.0 to 16.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 20.0
Available water storage in profile: Very low (about 1.2 inches)

Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on ridges and dunes of xeric uplands (G152AA111FL)
Hydric soil rating: No

Minor Components

Duckston
Percent of map unit: 10 percent
Landform: Flats on marine terraces, depressions on marine terraces, swales on marine terraces
Landform position (three-dimensional): Talf, dip
Down-slope shape: Linear, concave
Across-slope shape: Linear, concave

Subject Photographs

View of subject property Gulf Frontage Facing South to Beaches and Gulf of Mexico

Interior View

Interior View at South Portion of Site

Interior View

Shore of Gulf of Mexico Facing East

Interior View North Portion of Site

Interior View North Portion of Site

Interior View North Portion of Site

Scenic Gulf Drive Facing East, Subject On Right

Scenic Gulf Drive Facing West, Subject On Left

Zoning

According to the City of Destin Planning and Zoning Department, the entire subject property is within the city limits of the City of Destin.

Information provided by the City of Destin Planning and Zoning Department indicates that the entire subject property is designated with the Crystal Beach Resort (CBR) mixed use zoning designation.

The purpose and intent of the Crystal Beach Resort (CBR) district is to accommodate permanent or seasonal single-family detached or multi-family attached residential dwelling units; commercial hotel, motel, bed and breakfast establishments and other commercial transient living accommodations; and limited non-residential uses.

Limited non-residential uses shall include places of worship, community buildings, public facilities, schools, libraries, post offices, childcare centers, clubhouses, museums, visual and performance arts buildings, neighborhood retail commercial goods and services not exceeding 5,500 square feet designed primarily to serve the needs of the Crystal Beach Resort area, offices, medical and dental clinics, laundries and dry cleaning drop off centers, banks, fitness centers, dinner clubs and restaurants.

The following is an excerpt from the City of Destin Code of Ordinances that further describes the allowable uses under the CBR zoning designation.

Community Development Department
Planning Division
4200 Indian Bayou Trail, Destin, FL 32541
Phone (850) 837-4242 ● Fax (850) 460-2171
www.cityofdestin.com/index.aspx?nid=91

ZONING DISTRICT FACTSHEET

The purpose and intent of establishing zoning districts is to ensure that all development is consistent with the goals, objectives and policies of the Comprehensive Plan, by establishing a series of zoning districts that indicate what uses are allowed and site development regulations that control the use of land in each district. All development within each zoning district shall be consistent with the purposes stated for each district. (LDC 7.12.05)

CRYSTAL BEACH RESORT (CBR)

Purpose and intent: The Crystal Beach Resort zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as areas that accommodate permanent or seasonal single-family detached or multi-family attached residential dwelling units; commercial hotel, motel, bed and breakfast establishments and other commercial transient living accommodations; and limited non-residential uses. Limited non-residential uses shall include places of worship, community buildings, public facilities, schools, libraries, post offices, childcare centers, clubhouses, museums, visual and performance arts buildings, neighborhood retail commercial goods and services not exceeding 5,500 square feet designed primarily to serve the needs of the Crystal Beach Resort area, offices, medical and dental clinics, laundries and dry cleaning drop off centers, banks, fitness centers, dinner clubs and restaurants. It is the intent of the CBR zoning district to specifically not allow all non-residential uses not previously listed above to be located in the district.

Table 7-2: Table of Allowable Uses (excerpt from LDC 7.12.06)

PERMITTED USES:

Permanent or long-term residential uses

Single-family detached dwelling	P
Multi-family attached dwelling	P
Guest house [1]	P
Accessory dwelling	P
Single room occupancy housing	P

Seasonal or short-term residential uses

Single-family detached dwelling	P
Multi-family attached dwelling	P

Other residential uses

Community residential home, small (1-6)	P
Family day care home	P

NAICS Use Designations

4452	Specialty food stores	P[4]
446	Health and personal care stores	P[4]
4512	Book, periodical, and music stores	P[4]
4529	Other general merchandise stores	P[4]
4531	Florists	P[4]
4532	Office supplies, stationery, and gift stores	P[4]
4539	Other miscellaneous store retailers	P[4]
491	Postal service	P

Accessory Uses

Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.	A

52	Finance and Insurance	P
531	Real Estate services	P
5322	Consumer goods rental	P
541	Professional and technical services	P
541940	Veterinary services	P
551	Management of companies and enterprises	P
561	Administrative and support services	P
561720	Janitorial services	P
621	Ambulatory health care services	P
711	Performing arts and spectator sports	P
713940	Fitness and recreational sports centers	P
721110	Hotels and motels	P
721191	Bed-and-breakfast inns	P
721199	Other traveler accommodation, C.T.L.A. [12]	P
7213	Rooming and boarding houses	P
722	Food services and drinking places	P
722110	Full-service restaurants	P
722111	Limited-service restaurants	P
7224	Drinking places, alcoholic beverages	P[7]
812910	Pet care (except veterinary) services	P
813	Membership associations and organizations	P
8131	Religious organizations	P

CONDITIONAL USES:

	Community residential home, large (7-14)	C
6244	Child day care services	C
712	Museums, historical sites, zoos, and parks [10]	C

Footnotes:

1 Guest houses are permitted only if the owner of the subject property occupies the primary dwelling as his/her main residence. However, guest houses shall not be rented out separately from the main residence. (Refer to LDC section 7.12.04.M).

4 Neighborhood retail commercial goods and services shall not exceed 5,500 square feet and shall be designed primarily to serve the needs of the Crystal Beach resort area

7 Must meet minimum distance separation requirements; see section 7.16.00 of the Land Development Code

12 Commercial transient living accommodations.

Table 7-3: Schedule of Dimensional Requirements in Zoning Districts (excerpt from LDC 7.12.08)
(all dimensions in feet)

Crystal Beach Resort (CBR)				
Dwelling Units		**1**	**2+**	**Non**
Minimum Lot Area (square feet)		7,500	None	None
Minimum Lot Size	Width	70	None	None
	Depth	100	None	None
Maximum Building Height / Stories	Tier 1	30/3	N/A	N/A
	Tier 2	N/A	N/A	N/A
	Tier 3	N/A	N/A	N/A
Setbacks	Front	20	O	O
	Side	7½	O	O
	Rear	10	O	O
Maximum Density (units per acre)	Tier 1	12.00 Q	N/A	N/A
	Tier 2	N/A	N/A	N/A
	Tier 3	N/A	24.00	N/A
Maximum Floor Area Ratio	Tier 1	N/A	N/A	.50
	Tier 2	N/A	N/A	N/A
	Tier 3	N/A	N/A	N/A
Minimum Open Space (%)	Tier 1	30%	25%	N/A
	Tier 2	N/A	N/A	N/A
	Tier 3	30%	30%	30%

Footnotes:

O The following setbacks shall apply to developments proposed in the CBR, BRMU and GRMU zoning districts:

i. Front setback.

a. For those properties located in the CBR and BRMU zoning districts, ten feet minimum and no maximum.

b. For those properties in the GRMU zoning district and that front U.S. Highway 98, 15 feet minimum to 25 feet maximum for any portion of a building having a height below 40 feet. For any portion of a building having a height above 40 feet, the front setback shall be a minimum of 45 feet.

c. For those properties in the GRMU zoning district that do not have frontage on U.S. Highway 98, ten feet minimum to 20 feet maximum for any portion of a building having a height of 40 feet or less. For any portion of a building having a height above 40 feet, the front setback shall be a minimum of 30 feet.

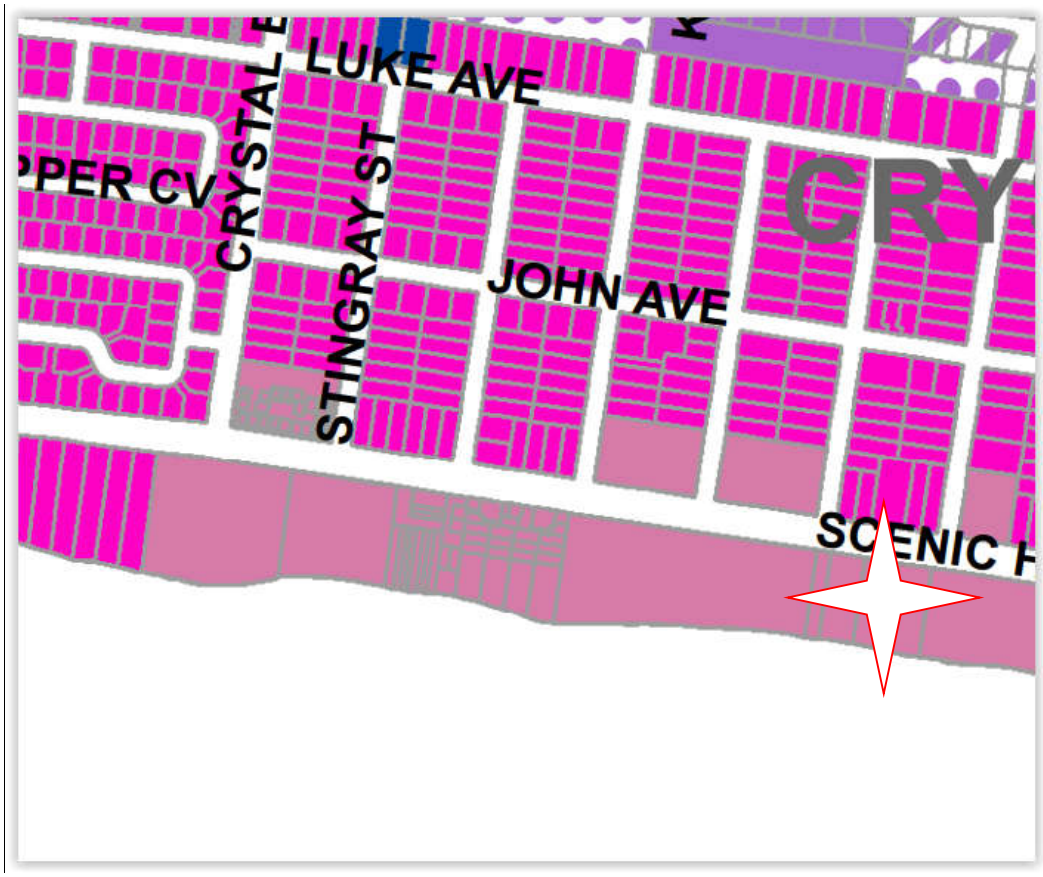
d. For those properties in the GRMU zoning district that have frontage on that portion of Scenic Highway 98 lying west of Henderson Beach State Park, zero feet minimum to ten feet maximum.

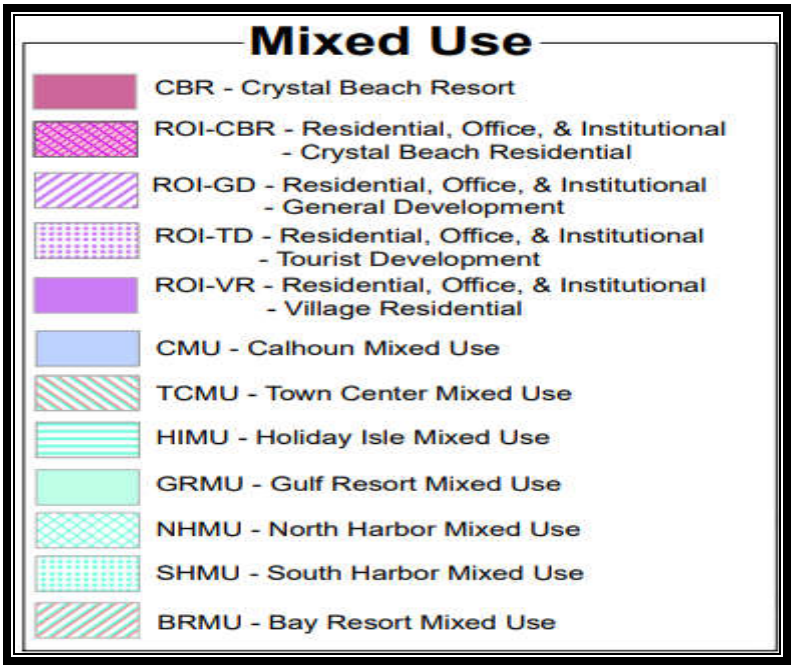
ii. Side setbacks. Ten feet for any portion of a building having a height of 35 feet or less. Fifteen feet for any portion of a building having a height above 35 feet but below 50 feet. For each ten feet or fraction thereof exceeding 50 feet in height, the side setback shall be increased by two feet on each side.

iii. Rear setback. For lots fronting the gulf the rear setback will be established by DEP. For all lots that do not front the gulf, ten feet for any portion of a building having a height of 35 feet or less. Fifteen feet for any portion of a building having a height above 35 feet but below 50 feet. For each ten feet or fraction thereof exceeding 50 feet in height, the rear setback shall be increased by two feet.

Q One bedroom short-term residential units shall have a maximum density of 24.00 units per acre.

Zoning Map


LUKE AVE
CRYSTAL
PPER CV
STINGRAY ST
JOHN AVE
CRY
SCENIC H

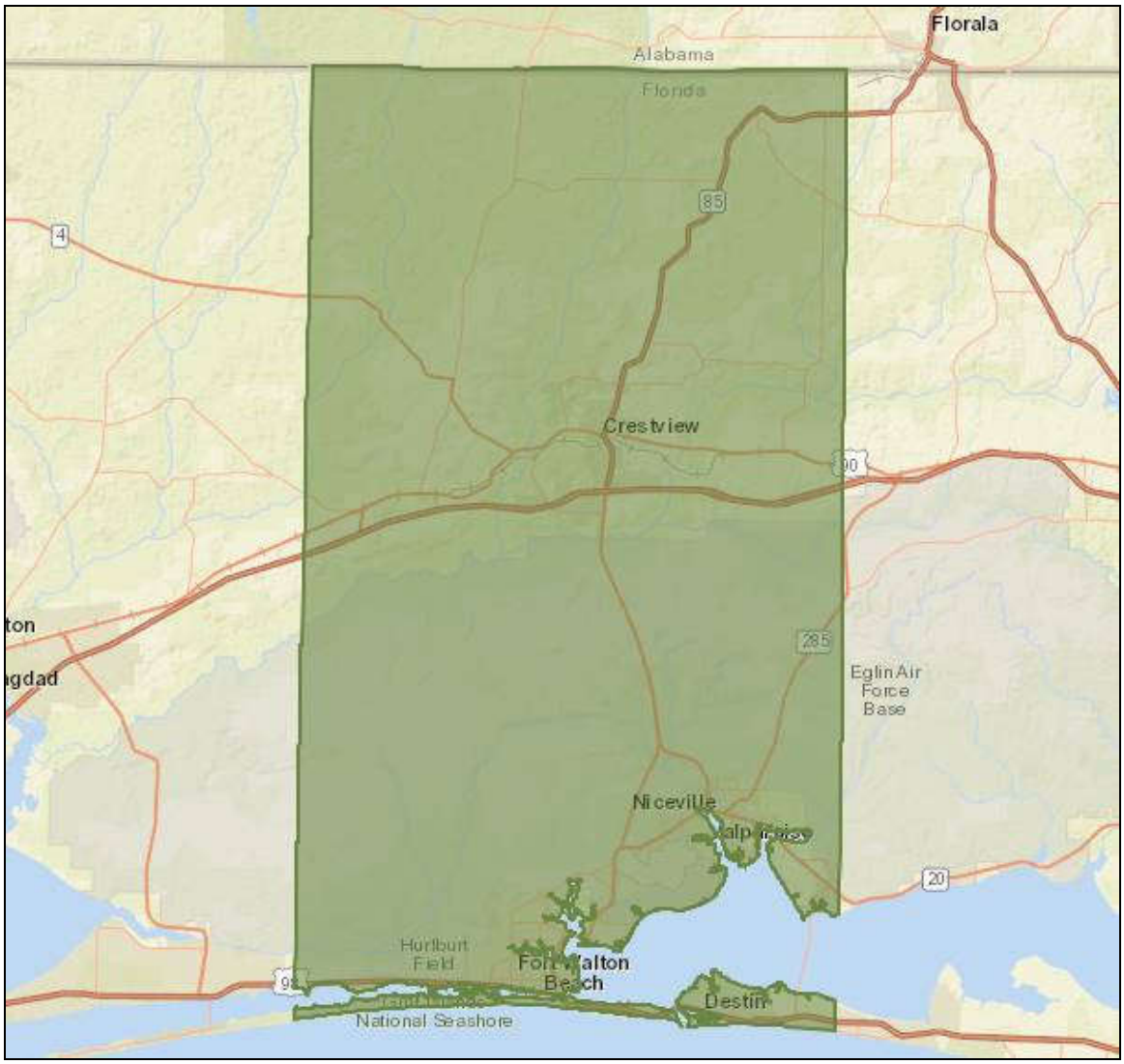

Mixed Use
CBR - Crystal Beach Resort
ROI-CBR - Residential, Office, & Institutional - Crystal Beach Residential
ROI-GD - Residential, Office, & Institutional - General Development
ROI-TD - Residential, Office, & Institutional - Tourist Development
ROI-VR - Residential, Office, & Institutional - Village Residential
CMU - Calhoun Mixed Use
TCMU - Town Center Mixed Use
HIMU - Holiday Isle Mixed Use
GRMU - Gulf Resort Mixed Use
NHMU - North Harbor Mixed Use
SHMU - South Harbor Mixed Use
BRMU - Bay Resort Mixed Use

ANALYSIS OF DATA AND OPINIONS OF THE APPRAISER

Market Area Summary

Overview

Okaloosa County, FL



Location:
Okaloosa County is located in the Florida panhandle west of Walton County and east of Santa Rosa County. It contains an area of approximately 936 square miles, or 510,000 acres, of which 267,000 acres (45%) are held by the federal government and 61,000 acres (10%) are held by the State of Florida. As depicted by the darker beige color on the above map, a large proportion of the land area of Okaloosa County is encompassed by Eglin Air Force Base.

This large military–controlled land area essentially bisects Okaloosa County into two sections; the southern section is comprised of the greater Fort Walton Beach area, and the cities of Niceville and Destin, while the northern section is comprised of the city of Crestview and surrounding areas. In general, development in the southern end of the county is of a higher density than in the northern part of the county, where the abundance of land allows for lower densities. The county seat is Crestview.

Geography

Elevations range from sea level to 235 feet above sea level. According to the U.S. Census Bureau, the county has a total area of 2,802 km² (1,082 mi²). 2,423 km² (936 mi²) of it is land and 379 km² (146 mi²) of it (13.53%) is water. Fort Walton Beach and two United States Air Force bases (Eglin AFB and Hurlburt Field) are located in the south. Okaloosa County is the sole county in the Fort Walton Beach-Crestview-Destin Metropolitan Statistical Area.

History

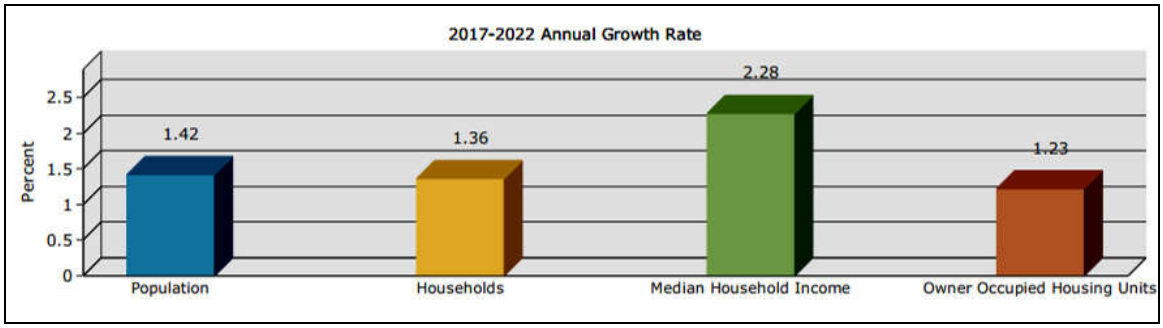
Okaloosa County was created in 1915. It took the Legislature several years to approve the creation of Okaloosa County from parts of Santa Rosa and Walton Counties. On September 7, 1915 the issue was settled. Credit was given to state representative, W.H. Mapoles from Laurel Hill, later known as the 'Daddy of Okaloosa County.' Milligan was made the temporary county seat and on March 6, 1917 a county election made Crestview the permanent county seat. Crestview was named because it is located on the crest of a high ridge on the forks of the Shoal and Yellow Rivers. The 1920 census of the county gave a county population of 9,360 persons. Okaloosa reaches from the Alabama state line to the Gulf of Mexico. The county was formed by taking 12 miles in width from Santa Rosa and Walton counties and is 24 miles wide and 40 miles long and contains 998 square miles.[4]

Prior to World War II the county was oriented around rural endeavors. Timber, farming, and isolated fishing camps were the main economic forces (excluding Prohibition era stills, alcohol import, and carry-over gambling). The varied exigencies of the war resulted in the federal forests being consumed by military needs and expanded. This has continued to the present and spawned the initial growth and development of the southern portion of the county. Today, the south part of the county is a mosaic of military land, unincorporated communities and incorporated entities. Most of the growth in Okaloosa County has been in the southeastern end of the county along the beaches and in Crestview in the north end. Areas such as Fort Walton Beach have very little vacant land available for development.

[4] Wikipedia, Okaloosa County, http://en.wikipedia.org/wiki/Okaloosa_County,_Florida#History

SOCIAL FORCES

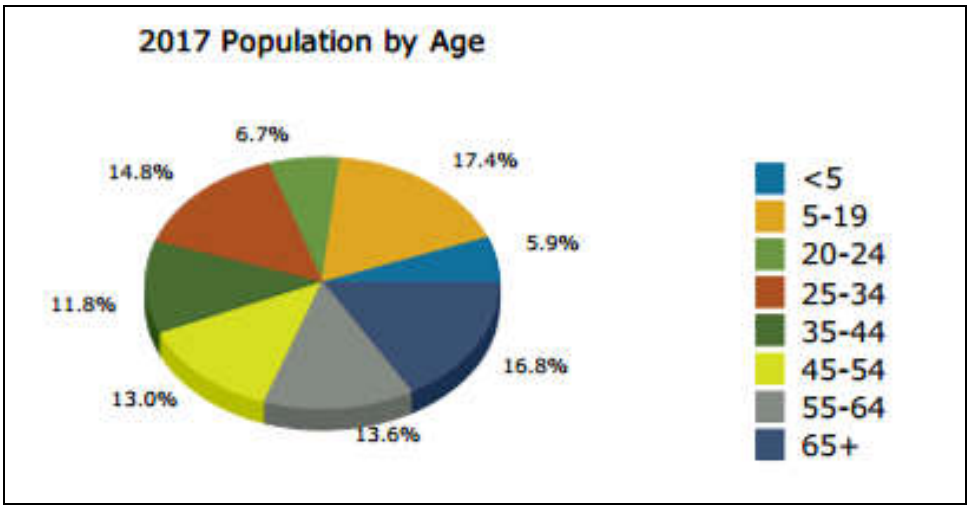
Annual Growth Rates 2017-2022



Population Increases 2010-2022

Population	
2000 Population	170,498
2010 Population	180,822
2017 Population	198,210
2022 Population	212,703
2000-2010 Annual Rate	0.59%
2010-2017 Annual Rate	1.27%
2017-2022 Annual Rate	1.42%
2017 Male Population	50.0%
2017 Female Population	50.0%
2017 Median Age	39.2

In 2010, the Census count in Okaloosa County was 180,822. Currently there are an estimated 198,210 persons in Okaloosa County, indicating a 1.27% annual increase. The five-year projection is 212,703 persons, or a projected increase of 1.42% annually. [5]

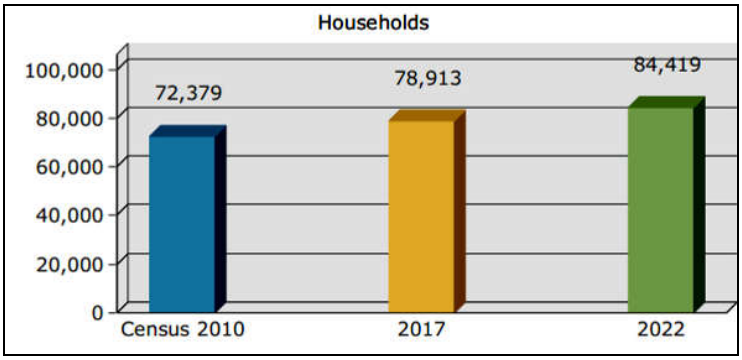


[5] www.STDB.com

	2022	
Population by Age	Number	Percent
0 - 4	12,552	5.9%
5 - 9	12,319	5.8%
10 - 14	12,666	6.0%
15 - 19	12,066	5.7%
20 - 24	12,701	6.0%
25 - 34	30,232	14.2%
35 - 44	27,544	12.9%
45 - 54	24,175	11.4%
55 - 64	28,179	13.2%
65 - 74	23,213	10.9%
75 - 84	12,713	6.0%
85+	4,343	2.0%

Based on age, the largest percentage of a single age group is 5-19 years, for 2017 (17.4%) followed by 65 and over (16.8%). The 2022 projection estimates indicate that the largest age group will be 65 and over (18.9%) followed by those ages 25-34 years old (14.2%). The median age for Okaloosa County is 39.2 compared to the United States as a whole of 38.2.

Households 2010-2022

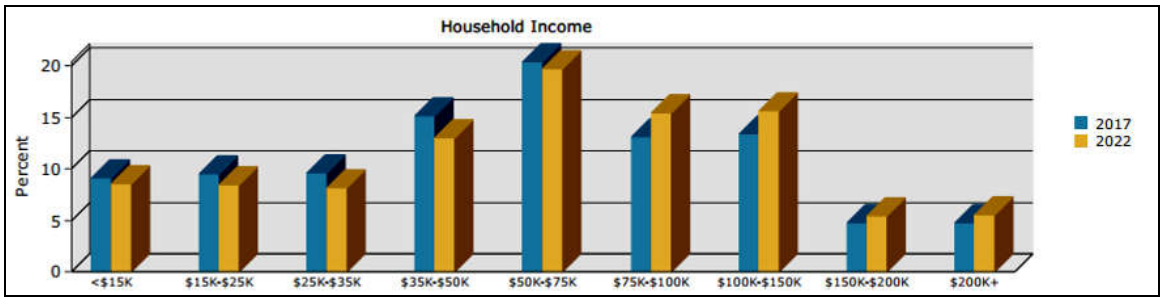


The household count in this area has changed from 72,379 in 2010 to 78,913 in the current year (2017), a change of 1.20% annually. The five-year projection of households is 84,419, a change of 1.36% annually from the current year (2017) total.

Average household size is currently 2.46, compared to 2.43 in the year 2010. The number of families in 2017 is 52,484 in the specified area.

Household Income 2017-2022

Current (2017) median household income for Okaloosa County is $55,858, compared to $56,124 for all U.S. households. The 2022 projection is expected to be $62,528 compared to $62,316 for all U.S. households. The current (2017) average household income for Okaloosa County is $77,747, compared to $80,675 for all U.S. households. The 2022 projection is expected to be $88,207, compared to $91,585 for all U.S. households.



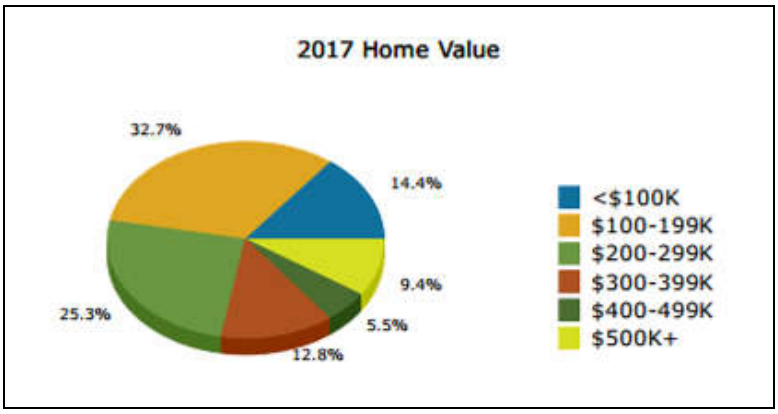
Current per capita income is $31,602 in the area, compared to the U.S. per capita income of $30,820. The per capita income is projected to be $35,613 in five years, compared to $34,828 for all U.S. households.

Housing 2000-2022

Housing	
2000 Total Housing Units	78,593
2000 Owner Occupied Housing Units	43,995
2000 Renter Occupied Housing Units	22,274
2000 Vacant Housing Units	12,324
2010 Total Housing Units	92,407
2010 Owner Occupied Housing Units	47,095
2010 Renter Occupied Housing Units	25,284
2010 Vacant Housing Units	20,028
2017 Total Housing Units	100,850
2017 Owner Occupied Housing Units	47,855
2017 Renter Occupied Housing Units	31,058
2017 Vacant Housing Units	21,937
2022 Total Housing Units	107,702
2022 Owner Occupied Housing Units	50,859
2022 Renter Occupied Housing Units	33,560
2022 Vacant Housing Units	23,283

Currently (2017), 47.5% of the 100,850 housing units in the area are owner occupied; 30.80%, renter occupied; and 21.8% are vacant. In the U.S., 55.6% of the housing units are owner occupied; 33.1% are renter occupied; and 11.3% are vacant.

Home Value 2017-2022

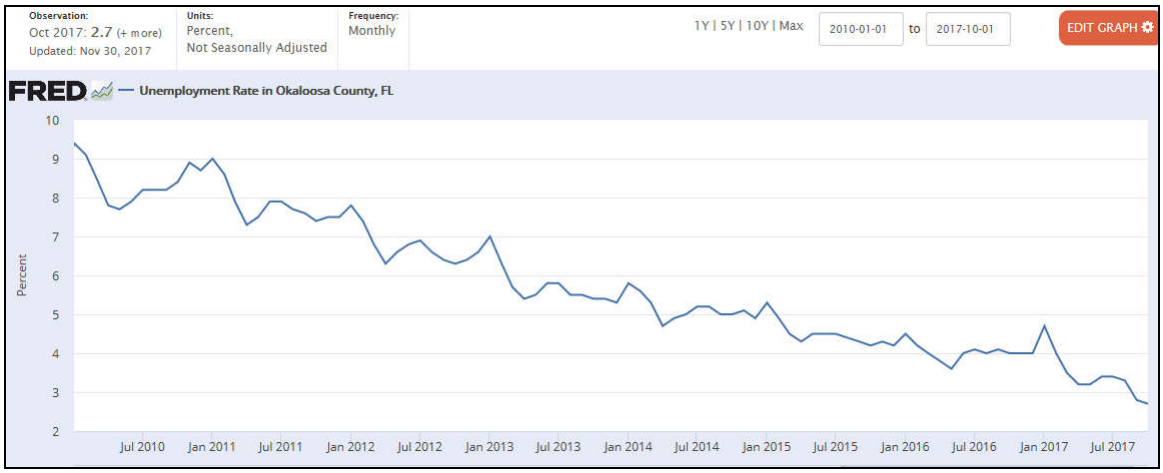


The 2017 median home value in Okaloosa County is $209,515, compared to a median home value of $207,344 or the U.S. The 2022 median value is projected to change by 5.32% annually to $271,539.

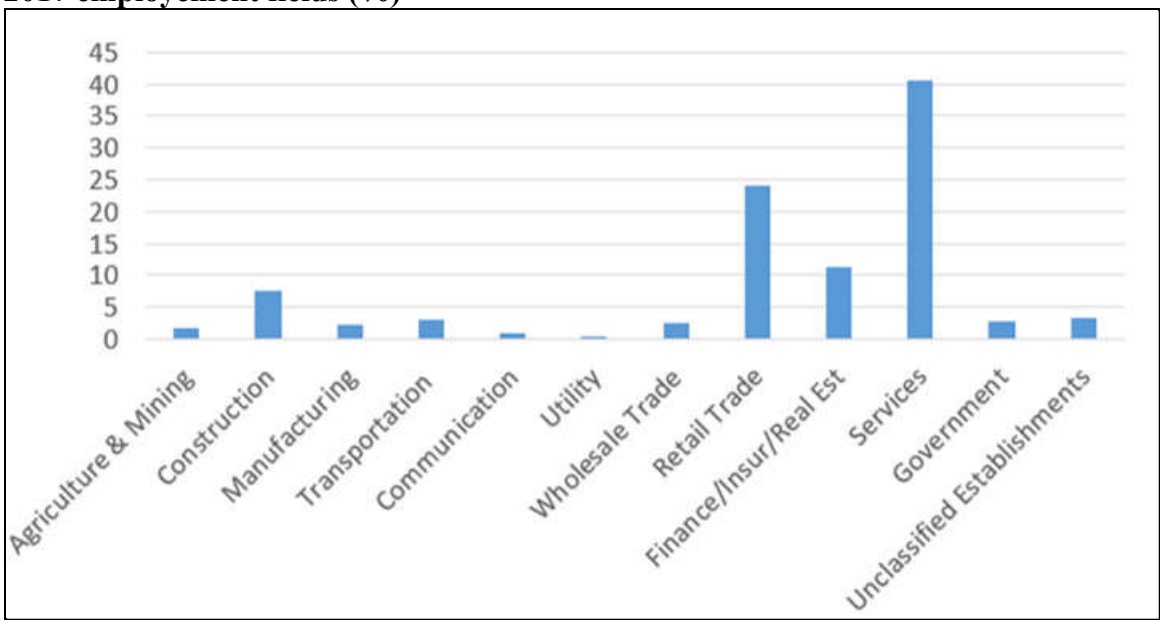
ECONOMIC FORCES

Employment 2017

Overall the unemployment rate for Okaloosa County as of October 2017 is reported as 2.7%. The graph below shows the overall downward trend for Unemployment Claims in Okaloosa County.[6]



2017 employement fields (%)



The bulk of employers in Okaloosa County are in service-related fields, which include hotel and lodging, health service and automotive service-related fields. [7]

[6] www.fred.stlouisfed.org
[7] http://www.santarosaedo.com

Business Expansion and New Development 2017
The main commercial corridors for Okaloosa County are Highway 90 (east to west) through Crestview, Highway 85 (north to south) from Highway 90 south to Duke Field Air Force Base and Highway 85 (north to south) south of Duke Field into Niceville, and all the areas along Highway 98 (east to west) along the beaches. Much new and expanding commercial development is taking place in the form of retail and service jobs, especially in the areas along the beaches.

A November 2017 article in the Northwest Florida Daily News[8] describes a 52-acre mixed use parcel at 1900 Lewis Turner Boulevard currently going through the approval process with the City Council of Ft. Walton Beach. The project's rendering, known as "Freedom Beacon Park" depicts about 300 multi-family units, a 102-room hotel, 55,000 SF of retail/commercial space, 160,000 SF of office space and a 4-acre central commons area. The site is located on an acreage parcel leased from Eglin Air Force Base on a 50-year ground lease.

New developments[9] in the Destin, Florida area include "1900-Ninety-Eight," a luxury 16-unit condo complex constructed in 2017 on Scenic Highway 98 in Destin, and a Whole Foods grocery store added in 2016 to Destin Commons. Landmark Center developed and opened a 112 room Hilton hotel called Hilton Garden Inns in 2017, which also contains commercial and recreational spaces, as well as 24 loft -style apartments at 223 Miracle Strip Parkway in Ft. Walton Beach, Florida. The Jay Odom Group[10] has constructed an 80,000 SF, multi-story Class A office and retail building known as JG Plaza in Ft. Walton Beach and added many national franchises to their recently acquired and renovated 255,000 SF Uptown Station Shopping Center of Ft. Walton Beach in 2016 and 2017, including a Starbucks, Zaxby's and Baskin Robbins as built-to-suit outparcels.

The uses in North Okaloosa County are primarily residential with a trend toward large homesteads with farming and agricultural use. Additionally, much of North Okaloosa County is within the boundary of the Blackwater River State Forest, as area set aside for recreation and conservation, where development will not be occurring.

GOVERNMENTAL FORCES

Public Services
Okaloosa County and the smaller municipalities within the County have all necessary public services including local fire departments, local police and County sheriff departments and local utility providers. Power, telephone, and internet are available. Utilities available include a range of services including water, sewer, natural gas, recycling stations and sanitation pick up. Local providers include Okaloosa Gas, Okaloosa County Water and Sewer, Niceville Water, Crestview Water, South Walton Utilities, Choctawhatchee Electric, Destin Water and Mossyhead Water.

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[8] http://www.nwfdailynews.com/news/20171117/major-development-proposed-for-fwb
[9] http://nathanabbottteam.com/2016-new-construction-development-along-the-emerald-coast/
[10] http://www.thejayodomgroup.com/commercial-development/

Governance and Zoning
The County Administrator is the chief administrative officer for the County. Okaloosa County is governed by five elected County Commissioners and houses a County Jail in Crestview. The Planning and Zoning Department of Okaloosa County govern commercial and residential development for the County. Commercial development is contained primarily to the major arterial roadways and thoroughfares that cross Okaloosa County. Axially off these roadways, we see secondary commercial uses and residential developments. The towns and cities of Cinco Bayou, Crestview, Destin, Ft. Walton Beach, Laurel Hill, Mary Esther, Niceville, Shalimar, and Valparaiso each have their own zoning codes which are enforced locally by town and city officials.

Homestead Exemption Laws
The entire state of Florida, inclusive of Okaloosa County, offers residents a homestead exemption up to $50,000 for their primary residence. A $25,000 exemption is allowed for all property taxes includes school taxes and an additional $25,000 is available for homes assessed of from $50,000 to $75,000 which is applicable for non-school taxes.[11]

ENVIRONMENTAL FORCES

Climate
As previously mentioned, Crestview is the County Seat of Okaloosa County and is representative of the County. The illustration below shows the annual average temperature of climate conditions in Crestview are generally mild and warm with temperatures ranging from an average overnight low in January of 37 degrees to 92 degrees in July[12]. Average rainfall ranges from a low of 3.90" in October to a high in the month of July when the average rainfall is about 7.17".

Climate Crestview - Florida °C | °F

	Jan	Feb	Mar	Apr	May	Jun
Average high in °F:	62	65	72	78	86	90
Average low in °F:	37	39	45	51	59	67
Av. precipitation in inch:	5.79	5.12	6.34	4.17	4.45	6.61
Days with precipitation:	-	-	-	-	-	-
Hours of sunshine:	-	-	-	-	-	-

	Jul	Aug	Sep	Oct	Nov	Dec
Average high in °F:	92	91	88	80	72	63
Average low in °F:	70	70	65	54	44	39
Av. precipitation in inch:	7.17	6.06	4.45	3.9	4.65	4.29
Days with precipitation:	-	-	-	-	-	-
Hours of sunshine:	-	-	-	-	-	-

Transportation Systems

[11] http://floridarevenue.com
[12] www.usclimatedata.com

Okaloosa County is traversed by Interstate 10 which runs east to west. State Highways include Highway 4, Highway 90, Highway 98 (east / west) as well as Highway 85 (north / south).

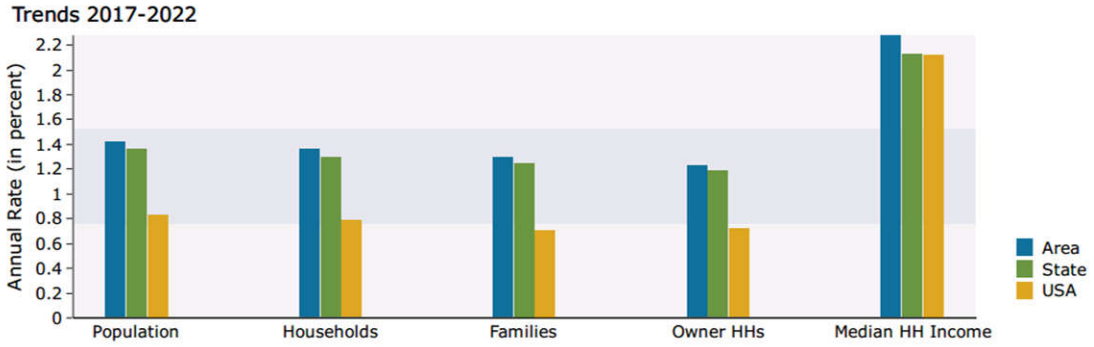
Airports in Okaloosa County include Destin-Fort Walton Beach Airport and Bob Sikes Airport. There are no train stops in Okaloosa County, although there is discussion of reinstating Amtrak train service, which had a stop in Crestview before Hurricane Katrina interrupted service in 2005.

Navigable waterways in Okaloosa County including Choctawhatchee Bay and Santa Rosa Sound along the south. Bayous include Rocky Bayou, Tom's Bayou and Boggy Bayou along with numerous smaller bayous and inlets suitable for watercraft and recreation. The primary rivers are Yellow River and Juniper Creek, which run from the Alabama State Line south to the Gulf of Mexico as well as a multitude of smaller creeks and streams which cross Okaloosa County.

Immediate Area

Like most coastal counties in the panhandle of Florida, Okaloosa County development is driven by tourism and its proximity to military bases. Tourist attractions are limited to the beaches of Destin and Ft. Walton Beach along the Gulf of Mexico. Military installations in Okaloosa County include Hulbert Field, Eglin Air Force Base and Duke Field.

Summary of Projected Trends 2017-2022



In summary, it appears that Okaloosa County is ahead of the rest of the state of Florida for projected growth in Population, Households, Families, and Owner Housing Units.

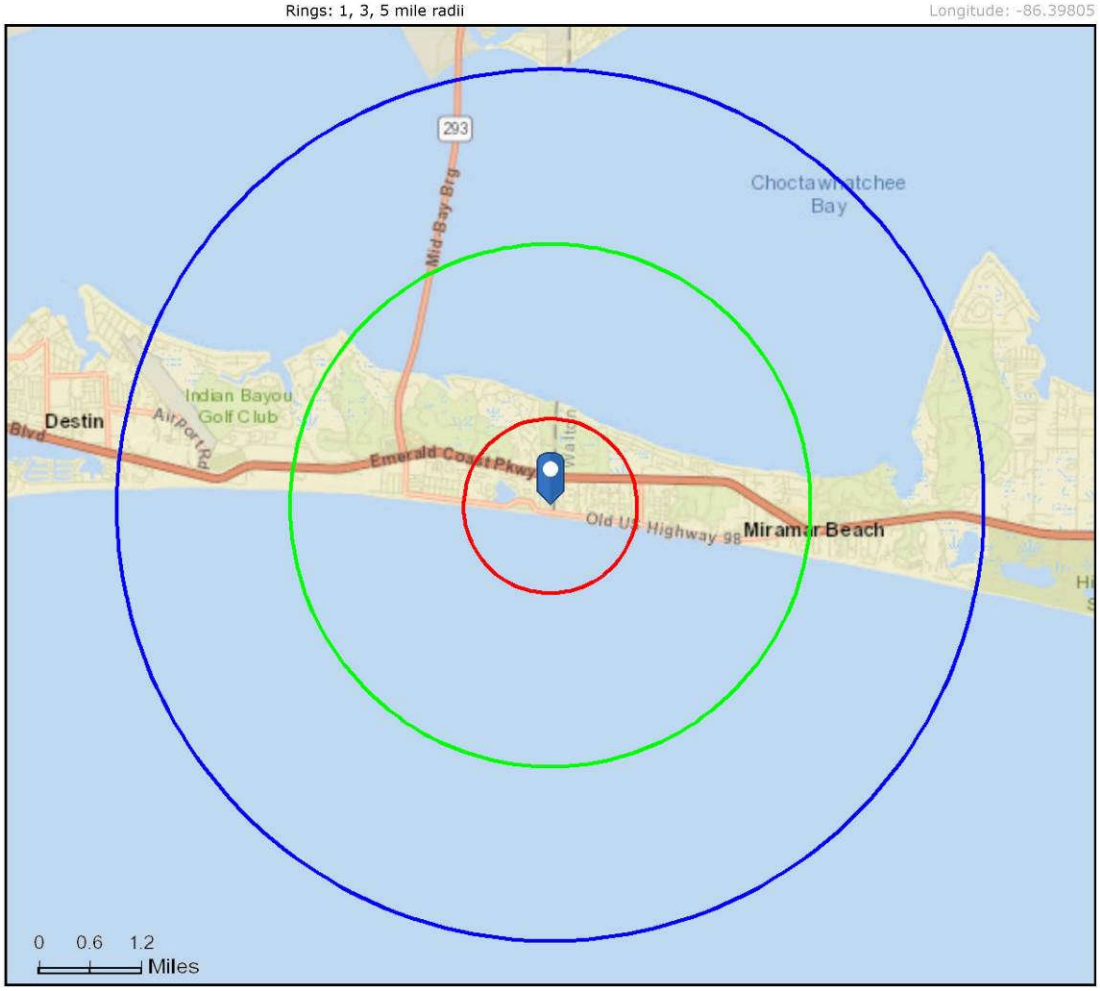
Data from CCIM Site To Do Business

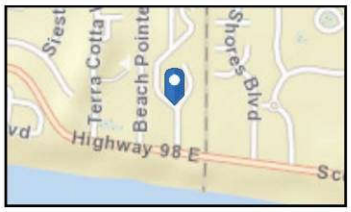
esri

Site Map

Chateau la Mar
Chateau la Mar, Destin, Florida, 32541
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 30.38058
Longitude: -86.39805





June 14, 2018

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Executive Summary

Chateau la Mar
Chateau la Mar, Destin, Florida, 32541
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 30.38058
Longitude: -86.39805

	1 mile	3 miles	5 miles
Population			
2000 Population	1,360	3,780	7,873
2010 Population	2,025	6,243	12,644
2017 Population	2,255	7,268	15,177
2022 Population	2,474	8,011	16,899
2000-2010 Annual Rate	4.06%	5.15%	4.85%
2010-2017 Annual Rate	1.49%	2.12%	2.55%
2017-2022 Annual Rate	1.87%	1.97%	2.17%
2017 Male Population	50.6%	50.3%	49.7%
2017 Female Population	49.4%	49.7%	50.3%
2017 Median Age	48.8	48.7	49.0

In the identified area, the current year population is 15,177. In 2010, the Census count in the area was 12,644. The rate of change since 2010 was 2.55% annually. The five-year projection for the population in the area is 16,899 representing a change of 2.17% annually from 2017 to 2022. Currently, the population is 49.7% male and 50.3% female.

Median Age

The median age in this area is 48.8, compared to U.S. median age of 38.2.

Race and Ethnicity			
2017 White Alone	91.3%	92.0%	91.1%
2017 Black Alone	1.3%	1.3%	1.3%
2017 American Indian/Alaska Native Alone	0.4%	0.4%	0.3%
2017 Asian Alone	2.2%	2.2%	2.5%
2017 Pacific Islander Alone	0.0%	0.1%	0.1%
2017 Other Race	2.1%	1.6%	2.1%
2017 Two or More Races	2.7%	2.5%	2.7%
2017 Hispanic Origin (Any Race)	6.4%	5.4%	6.0%

Persons of Hispanic origin represent 6.0% of the population in the identified area compared to 18.1% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 26.3 in the identified area, compared to 64.0 for the U.S. as a whole.

Households			
2000 Households	643	1,793	3,666
2010 Households	958	2,854	5,864
2017 Total Households	1,048	3,257	6,975
2022 Total Households	1,142	3,569	7,739
2000-2010 Annual Rate	4.07%	4.76%	4.81%
2010-2017 Annual Rate	1.25%	1.84%	2.42%
2017-2022 Annual Rate	1.73%	1.85%	2.10%
2017 Average Household Size	2.15	2.23	2.17

The household count in this area has changed from 5,864 in 2010 to 6,975 in the current year, a change of 2.42% annually. The five-year projection of households is 7,739, a change of 2.10% annually from the current year total. Average household size is currently 2.17, compared to 2.15 in the year 2010. The number of families in the current year is 4,188 in the specified area.

Data Note: Income is expressed in current dollars
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022. Esri converted Census 2000 data into 2010 geography.

June 14, 2018

©2018 Esri

Executive Summary

Chateau la Mar
Chateau la Mar, Destin, Florida, 32541
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 30.38058
Longitude: -86.39805

	1 mile	3 miles	5 miles
Median Household Income			
2017 Median Household Income	$62,514	$68,817	$71,838
2022 Median Household Income	$70,165	$77,040	$80,350
2017-2022 Annual Rate	2.34%	2.28%	2.26%
Average Household Income			
2017 Average Household Income	$93,972	$104,357	$110,940
2022 Average Household Income	$104,982	$115,842	$123,627
2017-2022 Annual Rate	2.24%	2.11%	2.19%
Per Capita Income			
2017 Per Capita Income	$43,706	$47,499	$50,331
2022 Per Capita Income	$48,530	$52,436	$55,829
2017-2022 Annual Rate	2.12%	2.00%	2.10%

Households by Income

Current median household income is $71,838 in the area, compared to $56,124 for all U.S. households. Median household income is projected to be $80,350 in five years, compared to $62,316 for all U.S. households

Current average household income is $110,940 in this area, compared to $80,675 for all U.S. households. Average household income is projected to be $123,627 in five years, compared to $91,585 for all U.S. households

Current per capita income is $50,331 in the area, compared to the U.S. per capita income of $30,820. The per capita income is projected to be $55,829 in five years, compared to $34,828 for all U.S. households

Housing			
2000 Total Housing Units	2,125	5,503	12,537
2000 Owner Occupied Housing Units	499	1,378	2,792
2000 Renter Occupied Housing Units	144	415	874
2000 Vacant Housing Units	1,482	3,710	8,871
2010 Total Housing Units	3,038	8,674	19,837
2010 Owner Occupied Housing Units	605	1,924	3,991
2010 Renter Occupied Housing Units	353	930	1,873
2010 Vacant Housing Units	2,080	5,820	13,973
2017 Total Housing Units	3,380	9,861	23,027
2017 Owner Occupied Housing Units	615	2,055	4,442
2017 Renter Occupied Housing Units	432	1,202	2,533
2017 Vacant Housing Units	2,332	6,604	16,052
2022 Total Housing Units	3,671	10,850	25,613
2022 Owner Occupied Housing Units	670	2,244	4,920
2022 Renter Occupied Housing Units	471	1,325	2,819
2022 Vacant Housing Units	2,529	7,281	17,874

Currently, 19.3% of the 23,027 housing units in the area are owner occupied; 11.0%, renter occupied; and 69.7% are vacant. Currently, in the U.S., 55.6% of the housing units in the area are owner occupied; 33.1% are renter occupied; and 11.3% are vacant. In 2010, there were 19,837 housing units in the area - 20.1% owner occupied, 9.4% renter occupied, and 70.4% vacant. The annual rate of change in housing units since 2010 is 6.85%. Median home value in the area is $391,829, compared to a median home value of $207,344 for the U.S. In five years, median value is projected to change by 4.04% annually to $477,699.

Data Note: Income is expressed in current dollars
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022. Esri converted Census 2000 data into 2010 geography.

June 14, 2018

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Valuation Methodology

The appraisal analysis is based on analytical techniques encompassing the anticipation of costs and benefits to be derived in the future; however, the subject is appraised as described in this report, including only those assumptions also described in this report.

This appraisal analysis has been conducted, and the appraisal report was prepared in conformance with the requirements of Title XI of the *Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)*.

The valuation process is a systematic procedure an appraiser follows to provide answers to a client's questions about real property value.[1] Three (3) basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Land Valuation Methodology

Land Valuation is generally a component of the Cost Approach in the appraisal of an improved site, however it may be utilized alone in an appraisal for vacant, or 'as if vacant' land not scheduled for development. In this appraisal, land valuation is conducted using the Sales Comparison Approach.

Cost Approach Methodology

The cost approach is a reliable methodology for new, nearly new, or special-use buildings. In the cost approach, value is estimated as the current cost of reproducing or replacing the existing or proposed improvements and site improvements (including direct and indirect costs as well as an appropriate entrepreneurial incentive or profit), and then deducting the loss in value from depreciation due to physical, functional, and external sources.[13]

The depreciated replacement or reproduction cost of the improvements is then added to the value of the site resulting in a value indication of the fee simple interest.

The Cost Approach is summarized as follows:

Cost New
- Depreciation
+ Entrepreneurial Incentive
<u>+ Land Value</u>
= Value

[13] *The Appraisal of Real Estate*, Twelfth Edition

Sales Comparison Approach Methodology

The sales comparison approach is premised on the 'Principle of Substitution' indicating an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property possessing the same or similar utility.

This approach is applicable when an active market provides sufficient quantities of reliable data capable of verification from authoritative sources. The Sales Comparison Approach is most reliable in an active market, or if an estimate of value is related to properties which there exist comparable sales, and heavy emphasis is generally placed on this sales comparison approach when these market conditions are present.

The Sales Comparison Approach compares sales of similar properties with the subject. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Income Approach Methodology

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and/or a discounting process.

The income approach is recognized as a reliable approach for estimating the value of 'income producing' property to an investor. The income approach consists of methods, techniques, and mathematical procedures that an appraiser utilizes to analyze a property's capacity to generate income and convert income into an indication of present value either by capitalizing the current income at a market capitalization rate, or discounting the future cash flows into a present value estimate using an appropriate yield (discount) rate. The appraisal process emulates the actions of the market, and the income approach is most applicable when the probable purchaser would be an investor or prospective owner occupant. Two (2) techniques associated with the income approach are direct capitalization ('*DCR*') and discounted cash flow ('*DCF*') analysis.

Final Reconciliation Process

In the appraisal process for improved property, typically more than one (1) approach to value is applied, resulting in two (2) or more value indications which must be evaluated for relevancy, applicability and reliability, and a final point value or range of value is chosen.

Resolving the differences among various value indications is called reconciliation.[14]

The appraisal process concludes with the '*Final Reconciliation*' of the values derived from the approaches applied to arrive at a single estimate or range of market value opinions. Different properties require different means of analysis and lend themselves to one approach over the others. As such, in the reconciliation appropriate weight is

[14] *The Appraisal of Real Estate*, Twelfth Edition

allocated to the most applicable and/or reliable indication of value to arrive at a conclusion.

Reconciliation is not a mathematical process. Rather, at this point in the valuation process the appraiser must reevaluate all relevant data in the analysis for appropriateness, accuracy, and quality of evidence.

The appraiser then weighs the relative significance, applicability, and defensibility of each value indication and relies most heavily on the approach most appropriate to the nature of the appraisal problem.

Valuation Methodology Utilized in this Assignment

Valuation Analyses

Land Valuation:	An opinion of value for the subject property in 'As if Vacant' condition is being provided. 'As if Vacant' land valuation is being conducted via employment of the sales comparison approach. We have noted previously that the sole component of the subject is a result of the underlying land with the improvement value only sufficient to offset costs of demolition and disposal. Therefore, the value of the subject 'As Is' is synonymous with the value of the subject 'As if Vacant'.
Cost Approach:	The cost approach was not utilized in this assignment.
Sales Comparison Approach:	The improved sales comparison approach was not applied in this appraisal assignment.
Income Approach:	As the subject property is being appraised as vacant land with no promise of generation of income, the income approach was not utilized in this appraisal.

Land Valuation

Anticipation, change, supply, demand, substitution, and balance are all appraisal principles that influence land value. Land value is substantially affected by supply and demand, but it is the economic use of a parcel of land that determines its value in a particular market.[15]

Several methods are commonly utilized by appraisers to provide an opinion of land value in 'As Vacant' or 'as if vacant' condition. These methods include sales comparison, extraction, allocation, direct capitalization, and yield capitalization. Of these methods, the sales comparison approach of valuation of land is the most commonly utilized, and is the preferred method when comparable sales area available.

The sales comparison approach was employed to estimate the current market value of the subject underlying land, 'As if Vacant' as of the effective date of this appraisal.

This valuation approach consists of steps in which the appraiser:

- Searches the market and gathers data on sales, listings, offers and options of comparable property.
- Identifies similarities and differences in data;
- Identifies the highest and best use of each potential comparable sale;
- Identifies units of comparison that explain market behavior;
- Adjusts the sale prices of the comparables to account for dissimilarity;
- Forms a conclusion as to the market value of the subject land.

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

Unit of Comparison
Typically, comparable sales are reduced to a unit of comparison. Units of comparison represent the unit which is commonly used in the market to derive pricing decisions.

Analysis of sales of waterfront land less than three (3) acres in size, and suitable for future mixed use or resort residential development indicates the common valuation unit is the **price of land per water front foot. This is the unit of comparison utilized in this appraisal assignment.**

[15] The Appraisal of Real Estate, Twelfth Edition

Valuation of Subject Via Price per Waterfront Foot

We have searched for comparable sales in the subject market area which feature similar zoning designations and potential for future development at densities consistent with each of the parcels permitted density by zoning regulations.

We have chosen six comparables from the market which we conclude are comparable to the subject property. In choosing our comparables, we chose comparables of land with similar highest and best use determinations as the subject property.

Comparable	Address	Date	Price	Water Frontage	Price per WFF	Transaction Type
1	2974 Scenic Hwy 98	6/16/21	$2,925,000	68	$43,015	Closed
2	XXX Ocean Blvd	8/20/21	$2,275,000	50	$45,500	Closed
3	XXX Ocean Blvd	8/27/21	$2,350,000	51	$46,078	Closed
4	2942 Scenic Highway 98	10/29/20	$3,400,000	50	$68,000	Closed
5	316 Harbor Blvd	5/27/21	$4,100,000	118	$34,746	Closed
6	248 Blue Mountain Road	2/5/21	$5,200,000	81	$64,198	Closed

The descriptions and analysis of the land comparables are presented on the following pages.

Land Comparable 1

Location, Market and Sale Information

		Address	2974 Scenic Highway 98 E
Name	Walker Land	**City**	Destin
Image	Aerial Photograph	**County**	Okaloosa
Land or Improved	Land	**Market**	Destin
Property Type	Vacant Land	**State**	FL
Current Use	Vacant Land	**Tax ID**	00-2S-22-0584-0000-0050
Proposed Use	Residential	**Grantor**	JOJO Holding, LLC
Legal Description	Shores of Crystal Beack Lot	**Grantee**	Walker Property Investments

Site Characteristics

Acres	0.46	**Topography**	Level
Land SF	20,038	**Zoning**	CBN
Water Frontage	68	**Zoning Type**	Crystal Beach Neighborhood
Shape	Rectangular	**Flood Zone**	Zone X and VE
Utilities	All Available or Proximate	**View**	Gulf of Mexico

Sale Indications

Date	6/16/2021	**Transaction Type**	Closed
Price	$2,925,000	**Conditions of Sale**	Normal
Water Frontage Unit Price	$43,014.71	**Property Rights**	Fee Simple
Price Per SF	$145.98	**Financing**	Cash or Equiv.
Days on Market	113	**Verification Source**	Public Records, MLS 867788
Sale History	08/31/2010 for $1,150,000	**ORB/P**	3354/1630

Notes

This is the sale of an approximate 0.46 acre gulf front lot on Scenic Highway 98. This parcel is zoned CBN - Crystal Beach Neighborhood and is only suitable for residential purposes.

Land Comparable 2

Location, Market and Sale Information

		Address	XXX Ocean Blvd
Name	Cooke Land	**City**	Destin
Image	Aerial Photograph	**County**	Okaloosa
Land or Improved	Land	**Market**	Destin
Property Type	Vacant Land	**State**	FL
Current Use	Vacant Land	**Tax ID**	00-2S-22-0075-0000-1130
Proposed Use	Residential	**Grantor**	Fourty Four Holdings, LLC
Legal Description	Destiny by the Sea Lot 113	**Grantee**	Cooke Properties, LLC

Site Characteristics

Acres	0.25	**Topography**	Level
Land SF	10,890	**Zoning**	CBN
Water Frontage	50	**Zoning Type**	Crystal Beach Neighborhood
Shape	Rectangular	**Flood Zone**	Zone X and VE
Utilities	All Available or Proximate	**View**	Gulf of Mexico

Sale Indications

Date	8/20/2021	**Transaction Type**	Closed
Price	$2,275,000	**Conditions of Sale**	Normal
Water Frontage Unit Price	$45,500.00	**Property Rights**	Fee Simple
Price Per SF	$208.91	**Financing**	Cash or Equiv.
Days on Market	2	**Verification Source**	Public Records, MLS 878596
Sale History	None prior 3 Years	**ORB/P**	3568/4941

Notes

This is the sale of an approximate 0.25 acre gulf front lot on Ocean Blvd in Destiny by the Sea. This parcel is zoned CBN - Crystal Beach Neighborhood and is only suitable for residential purposes.

Land Comparable 3

Location, Market and Sale Information

		Address	XXX Ocean Blvd
Name	Craparo Land	**City**	Destin
Image	Aerial Photograph	**County**	Okaloosa
Land or Improved	Land	**Market**	Destin
Property Type	Vacant Land	**State**	FL
Current Use	Vacant Land	**Tax ID**	00-2S-22-0075-0000-0020
Proposed Use	Residential	**Grantor**	Craparo, Richard and Judy
Legal Description	Destiny by the Sea Lot 2	**Grantee**	Michael and Darcy Smith

Site Characteristics

Acres	0.20	**Topography**	Level
Land SF	8,712	**Zoning**	CBN
Water Frontage	51	**Zoning Type**	Crystal Beach Neighborhood
Shape	Rectangular	**Flood Zone**	Zone X and VE
Utilities	All Available or Proximate	**View**	Gulf of Mexico

Sale Indications

Date	8/27/2021	**Transaction Type**	Closed
Price	$2,350,000	**Conditions of Sale**	Normal
Water Frontage Unit Price	$46,078.43	**Property Rights**	Fee Simple
Price Per SF	$269.74	**Financing**	Cash or Equiv.
Days on Market	856	**Verification Source**	Public Records, MLS 818790
Sale History	None prior 3 Years	**ORB/P**	3570/1978

Notes

This is the sale of an approximate 0.20 acre gulf front lot on Ocean Blvd in Destiny by the Sea. This parcel is zoned CBN - Crystal Beach Neighborhood and is only suitable for residential purposes.

Land Comparable 4

Location, Market and Sale Information

		Address	2942 Scenic Highw ay 98
Name	Former Crystal Port	**City**	Destin
Image	Aerial Photograph	**County**	Okaloosa
Land or Improved	Land Purchase	**Market**	Destin
Property Type	Condo/Tow nhome	**State**	FL
Current Use	Condo/Tow nhome	**Tax ID**	00-2S-22-0590-0000-00A0
Proposed Use	Public Beach Access	**Grantor**	Emerald LTA-2, LTD
Legal Description	Crystal Port Units A-E	**Grantee**	Trust for Public Land

Site Characteristics

Acres	0.41	**Topography**	Level
Land SF	17,750	**Zoning**	CBR
Water Frontage	50	**Zoning Type**	Crystal Beach Resort
Shape	Rectangular	**Flood Zone**	X and AE
Utilities	All Available	**View**	Gulf of Mexico

Sale Indications

Date	10/29/2020	**Transaction Type**	Closed
Price	$3,400,000	**Conditions of Sale**	Normal
Water Frontage Unit Price	$68,000.00	**Property Rights**	Fee Simple
Price Per SF	$191.55	**Financing**	Cash or Equiv.
Days on Market	Unadvertised Sale	**Verification Source**	Public Record, Seller Peter Bos
Sale History	None In Previous 3 Years	**ORB/P**	3502/244

Notes

This is the sale of five each older tow nhomes w ithin Crystal Port, a gulf front tow nhome development in Destin, FL. The ow ner of this property had been holding the property for some time w ith plans for a condominium development on the site, how ever sold the site and the five tow nhomes to the Trust for Public Land w ho in turn deeded the parcel to the City of Destin for public beach access enhancement.

Land Comparable 5

Location, Market and Sale Information

		Address	316 Harbor Blvd
Name	Discount Watersports	**City**	Destin
Image	Aerial Photograph	**County**	Okaloosa
Land or Improved	Land Purchase	**Market**	Destin
Property Type	Land	**State**	FL
Current Use	Pontoon Rental	**Tax ID**	00-2S-22-0630-0000-0630
Proposed Use	Continued Pontoon Rental	**Grantor**	Harborview Properties
Legal Description	Metes and Bounds	**Grantee**	PC Destin LLC

Site Characteristics

Acres	1.07	**Topography**	Level
Land SF	46,609	**Zoning**	SHMU
Water Frontage	118	**Zoning Type**	South Harbor Mixed Use
Shape	Rectangular	**Flood Zone**	X and AE
Utilities	All Available	**View**	Destin Harbor

Sale Indications

Date	5/27/2021	**Transaction Type**	Closed
Price	$4,100,000	**Conditions of Sale**	Normal
Water Frontage Unit Price	$34,745.76	**Property Rights**	Fee Simple
Price Per SF	$87.97	**Financing**	Cash or Equiv.
Days on Market	2874	**Verification Source**	Public Record, MLS 588261
Sale History	None In Previous 3 Years	**ORB/P**	3550/1452

Notes

This is the sale of the Discount Watersports Pontoon and Jet Ski Rental site in Destin on the Destin Harbor. This parcel although purchased for continued operation of a watersports business, was suitable for a wide variety of condominium, hotel, or other mixed use development endeavours.

Land Comparable 6

Location, Market and Sale Information

		Address	248 Blue Mountain Road
Name	Blue Mountain RE Holdings	**City**	Santa Rosa Beach
Image	Aerial Photograph	**County**	Walton
Land or Improved	Land Purchase	**Market**	Santa Rosa Beach
Property Type	Land	**State**	FL
Current Use	Land	**Tax ID**	12-3S-20-34000-001-0033
Proposed Use	Residential Development	**Grantor**	Senner Trust
Legal Description	Metes and Bounds	**Grantee**	Blue Mountain Beach RE Holdings

Site Characteristics

Acres	0.84	**Topography**	Level
Land SF	36,590	**Zoning**	NPA Infill
Water Frontage	81	**Zoning Type**	Neighborhood Planning Area
Shape	Rectangular	**Flood Zone**	X and VE
Utilities	All Available	**View**	Gulf Of Mexico

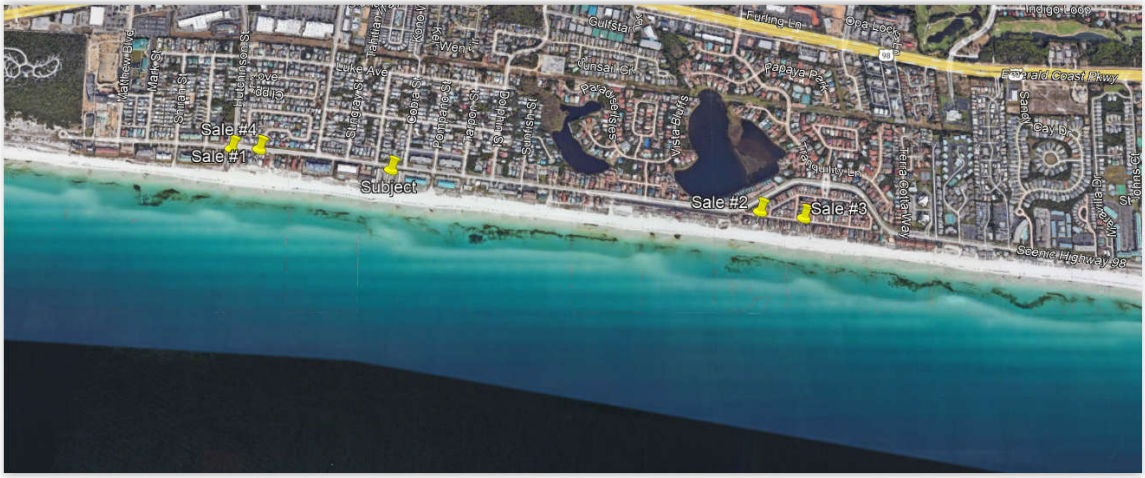
Sale Indications

Date	2/5/2021	**Transaction Type**	Closed
Price	$5,200,000	**Conditions of Sale**	Normal
Water Frontage Unit Price	$64,197.53	**Property Rights**	Fee Simple
Price Per SF	$142.11	**Financing**	Cash or Equiv.
Days on Market	697	**Verification Source**	Public Record, MLS 821780
Sale History	None In Previous 3 Years	**ORB/P**	3182/3141

Notes

This is the sale of an approximate 0.84 acre parcel of land on Blue Mountain Road in Santa Rosa Beach which was purchased for residential development.

Comparables Location Map



Analysis Grid, Improved Comparable Sales

On the page following is depicted a sales comparison grid displaying the subject, the comparables, and the adjustments applied.

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6
Name	Blasbichler Land	Walker Land	Cooke Land	Craparo Land	Crystal Port	Discount Watersports	Blue Mountain RE
Address	3310, 3320, 3324 Scenic Highway 98	2974 Scenic Hwy 98	XXX Ocean Blvd	XXX Ocean Blvd	2942 Scenic Highway 98	316 Harbor Blvd	248 Blue Mountain Rd
City	Destin	Destin	Destin	Destin	Destin	Destin	Santa Rosa Beach
County	Okaloosa	Okaloosa	Okaloosa	Okaloosa	Okaloosa	Okaloosa	Walton
Market	Destin	Destin	Destin	Destin	Destin	Destin	Santa Rosa Beach
State	FL	FL	FL	FL	FL	FL	FL
Property Type	Land	Vacant Land	Vacant Land	Vacant Land	Vacant Land	Vacant Land	Vacant Land
Tax ID		00-2S-22-0584-0000-0050	00-2S-22-0075-0000-1130	00-2S-22-0075-0000-0020	00-2S-22-0590-0000-00A0	00-2S-22-0630-0000-0630	12-3S-20-34000-001-0033
Price	$0	$2,925,000	$2,275,000	$2,350,000	$3,400,000	$4,100,000	$5,200,000
Price Adjustment	$0	$0	$0	$0	$0	$0	$0
Adjustment	None	None	None	None	None	None	None
Adjusted Price	$0	$2,925,000	$2,275,000	$2,350,000	$3,400,000	$4,100,000	$5,200,000
Date	3/18/2022	6/16/2021	8/20/2021	8/27/2021	10/29/2020	5/27/2021	2/5/2021
Price	$0	$2,925,000	$2,275,000	$2,350,000	$3,400,000	$4,100,000	$5,200,000
Water Frontage	340	68	50	51	50	118	81
Water Frontage Unit Price	$0	$43,015	$45,500	$46,078	$68,000	$34,746	$64,198
Transaction Adjustments							
Property Rights	Fee Simple	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%
Financing	Conventional	Cash or Equiv. 0.0%	Cash or Equiv. 0.0%	Cash or Equiv. 0.0%	Cash or Equiv. 0.0%	Cash or Equiv. 0.0%	Cash or Equiv. 0.0%
Conditions of Sale	Normal	Normal 0.0%	Normal 0.0%	Normal 0.0%	Normal 0.0%	Normal 0.0%	Normal 0.0%
Adjusted Water Frontage Unit Price		**$43,015**	**$45,500**	**$46,078**	**$68,000**	**$34,746**	**$64,198**
Market Trends Through 3/18/22	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Water Frontage Unit Price		$43,015	$45,500	$46,078	$68,000	$34,746	$64,198
Location	Very Good	Similar	Superior	Superior	Similar	Inferior	Superior
% Adjustment		0%	-5%	-5%	0%	15%	-15%
$ Adjustment		$0	-$2,275	-$2,304	$0	$5,212	-$9,630
Water Frontage	340	68	50	51	50	118	81
% Adjustment		-10%	-10%	-10%	-10.0%	-5%	-10%
$ Adjustment		-$4,301	-$4,550	-$4,608	-$6,800	-$1,737	-$6,420
Shape	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular
% Adjustment		0%	0%	0%	0%	0%	0%
$ Adjustment		$0	$0	$0	$0	$0	$0
Topography	Level	Level	Level	Level	Level	Level	Level
% Adjustment		0%	0%	0%	0%	0%	0%
$ Adjustment		$0	$0	$0	$0	$0	$0
Zoning	CBR	CBN	CBN	CBN	CBR	SHMU	NPA
% Adjustment		10%	10%	10%	0%	0%	0%
$ Adjustment		$4,301	$4,550	$4,608	$0	$0	$0
Highest and Best Use	Residential Development	Similar	Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%	0%
$ Adjustment		$0	$0	$0	$0	$0	$0
Funcitional Utility	Access Easement Along West Boundary	Superior	Superior	Superior	Superior - Improvements Included	Superior	Superior
% Adjustment		-2.5%	-2.5%	-2.5%	-27.5%	-2.5%	-2.5%
$ Adjustment		-$1,075	-$1,138	-$1,152	-$18,700	-$869	-$1,605
Access	Adequate	Similar	Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%	0%
$ Adjustment		$0	$0	$0	$0	$0	$0
View	Gulf	Similar	Similar	Similar	Similar	Harbor	Similar
% Adjustment		0%	0%	0%	0%	10%	0%
$ Adjustment		$0	$0	$0	$0	$3,475	$0
Adjusted Water Frontage Unit Price		**$41,939**	**$42,088**	**$42,623**	**$42,500**	**$40,826**	**$46,543**
Net Adjustments		-2.5%	-7.5%	-7.5%	-37.5%	17.5%	-27.5%
Gross Adjustments		22.5%	27.5%	27.5%	37.5%	32.5%	27.5%

Comparable Sale Adjustments

Explanation of Adjustments to Comparable Land Sales
Adjustments were made to the comparable land sales to account for differences between the subject property in 'As if Vacant' condition, and each of the comparable land sales. An analysis of each of the elements of comparison and adjustments applied to the comparable land sales to account for the differences is presented below.

Property Rights
This adjustment considers the Fee Simple property rights of the subject. Each of the properties was conveyed in fee simple ownership by Warranty Deed instruments. Therefore, no adjustments are required for property rights.

Financing
All of the comparable sales sold with cash to the seller and/or cash equivalent financing from conventional lending sources at market rates. Although these comparable sale sources did not reveal the exact terms of their financing, none of the purchasers of the comparable sale property indicated that the terms of their financing were materially different than what they perceived as market rate. As such, no adjustment is required for financing for these sales.

Conditions of Sale
All of the comparable land sales were arm's length transactions, with no undue pressure on the seller or buyer involved in the comparable sale transactions to perform a purchase or sale. As such, no adjustment is required for financing for these sales.

Economic Trends / Market Conditions
We have observed recent and current market stability and given the relatively recent nature of each of the comparables, we have elected not to make a market conditions adjustment.

.

Location
The location of the comparable sales relative to the subject was considered based on proximity to established travel corridors and surrounding land uses. The subject property has appealing location along Scenic Highway 98, in close proximity to a wide variety of commercial amenities, as well as the City of Destin tourist corridor. Comparables 2 and 3 are located within a gated community, a beneficial attribute, and were adjusted downward. Comparable 5 is considered to have an inferior location as compared to the subject, based on proximity to area beaches, and a positive adjustment is applied. Comparable #6 is along the Highway 30A corridor, and area of higher property values than the subject and was adjusted downward. Each remaining comparable is considered to have similar location characteristics as compared to the subject, and no additional adjustment is necessary to this category of comparison.

Size
In this analysis, the subject and each comparable was contrasted for size of the parcel, specifically the quantity of water front feet each parcel featured. A common characteristic of the real estate market is larger parcels typically sell for less per unit of measure than do smaller parcels, all other characteristics being equal, being a reflection of economy of scale in the marketplace. Thus, to account for this market characteristic, typical downward adjustments were made to the smaller comparable sales (less WFF) on a *pro rata* basis to reflect this market characteristic. In the case of comparables 1-3 this adjustment also reflects the cost to subdivide the subject into platted lots, as is the case with these comparables.

Shape
The dimensions of the subject and all comparable sales were contrasted for this feature. No adjustment was considered necessary to this category of comparison as all of the sales were considered to have shape suitable for allowance of development to each parcel's associated highest and best use.

Topography
The subject and all of the comparable sales were contrasted for the feature of topography, and I determined all were essentially similar. Hence, no adjustment is necessary to these comparables.

Zoning
Comparables 1-3 feature a more restrictive zoning designation and were adjusted upward. We made no other adjustments in this area of comparison, as all of the remaining sales were similarly zoned allowing a variety of development types.

Highest and Best Use
We have considered the highest and best use for each of the comparable land sales based on subsequent development, lack thereof, or other market information. All of the sales were roughly similar and did not warrant adjustment.

Functional Utility
The subject and each of the comparables were contrasted for functional utility. The subject features a deeded beach access easement along the west boundary to which the land area is servient to. All of the comparables were considered superior to the subject and were adjusted downward for this feature. Comparable #4 sold with notable improvements present which were given consideration in the price paid for the site, despite the fact that the purchaser desired the land only. As the price paid reflected consideration for the improvements, a additional deduction is made for the presence of these improvements in the purchase.

Access
The subject parcel and each of the comparables are considered to have adequate access thus no adjustments are necessary.

View
The subject and all but one of the comparables are direct waterfront Gulf of Mexico frontage parcels each sharing similar views and as such no adjustment was necessary in this category of comparison. Comparable #5 is on the Destin Harbor, a view corridor which is less in-demand than direct gulf front view sites, and this comparable was adjusted upward.

Land Value Conclusion

The quantity and quality of data is sufficiently reliable to derive a reasonable and sufficiently supported indication of market value as we employed six comparables which were considered comparable to the subject to premise our analysis, and now, our conclusion.

We consider the quality of improved sales to be sufficient and adequate to derive an opinion of value derived from improved sales comparison.

We consider the quantity of six comparables adequate to render a credible opinion of value.

FULL RANGE OF VALUE	
Sale #1	$41,939
Sale #2	$42,088
Sale #3	$42,623
Sale #4	$42,500
Sale #5	$40,826
Sale #6	$46,543
Lowest	$40,826
Highest	$46,543
Average	$42,753
Median	$42,294
Std Dev	$1,792

The sales comparison analysis indicated a full range of value per waterfront foot of the subject site of between $40,826 and $46,543 per WFF with an average of $42,753 rounded to $42,750 per WFF, and a median of $42,294 rounded to $42,300. The standard deviation for the full range of adjusted sale data was $1,792.

We give some consideration to each of the comparables and reconcile at a rounded $43,750 per Water Front Foot which is consistent with the average value indication produced by the full range of value and is within the full range of value produced by all of the comparables.

Applying this to the +/-340 WFF contained by the property indicates a total value of $14,535,000.

Ranges & Reconciled Values	
Low:	$40,826
High:	$46,543
Average:	$42,753
Reconciled Value/Unit Value:	$42,750
Subject Size:	340
Type of Unit Value:	Water Front Foot
Indicated Value:	$14,535,000
Reconciled Final Value:	**$14,535,000**

Based on the previously presented analysis, we have reconciled to an 'As if Vacant' / 'As Is' value of Fourteen Million Five Hundred Thirty Five Thousand Dollars ($14,535,000), as of March 18, 2022, and subject to the Limiting Conditions and Assumptions of this appraisal.

Indicated Value Subject Property
In 'As Is' Condition
As Of: March 18, 2022

$14,535,000
Fourteen Million Five Hundred Thirty Five Thousand Dollars

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively.

Value Indications

Land Value:	$14,535,000
Cost Approach:	Not utilized
Sales Comparison Approach:	Not Utilized
Income Approach:	Not Utilized

Land Valuation

We have used the sales comparison approach with a highest and best use of land ‘As if Vacant’ based on comparison with other parcels in the subject market area.

There is sufficient quality and quantity of market data to derive an opinion of land value via the sales comparison approach. In valuing the subject parcel we used six land comparables.

The comparable sale data utilized is of an adequately nature to derive a credible opinion of value.

All comparable sales were in the general or broader competitive market area of the subject. We concentrated primarily on sales which featured similar highest and best use conclusions and potential for development.

We used price per WFF as our unit of comparison based on the actions of buyers and sellers in the market. Primary weight has been allocated the sales comparison approach to value in this appraisal analysis.

Cost Approach, Improved Sales Comparison Approach, Income Approach

Given valuation of the subject in ‘As if Vacant’ condition, the cost, improved sales comparison, and income approaches were not utilized in this appraisal assignment.

Therefore, we have allocated primary weight to the value indication from the land sales comparison analysis in our reconciliation. We have noted previously that the sole component of the subject is a result of the underlying land with the improvement value only sufficient to offset costs of demolition and disposal. Therefore, the value of the subject 'As Is' is synonymous with the value of the subject 'As if Vacant'.

Exposure Time

The opinion of value derived as a result of the analyses in this report revolves around the time estimated necessary to sell the subject, given market conditions and conditions / characteristics of the property leading to the date of value.

Exposure time is retrospective from the effective date of value of the appraisal report.

While unique to every property, exposure time is universally dependent on satisfactory effort being given by competent market participants in an effort to sell the subject. This requirement is parallel to the definition of market value utilized in this appraisal assuming competent and aggressive marketing is present in any sale.

Based on the preponderance of market data and analyses presented in the preceding analysis, it is estimated the exposure time necessary to have achieved the value opinion subsequently stipulated is nine to twelve (9-12) months.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following rounded value conclusion, as of March 18, 2022, subject to the Limiting Conditions and Assumptions of this appraisal.

Reconciled Value

Market Value of the Fee Simple Interest In the Subject Property
In 'As Is' Condition, As of March 18, 2022:

$14,535,000
Fourteen Million Five Hundred Thirty Five Thousand Dollars

The estimated market exposure period necessary for the subject to have achieved this value is estimated to be 9-12 months.

Certification

The appraisers have no present or prospective interest in the subject property of this appraisal and no personal interest of bias with respect to the parties involved in this appraisal. We have the appropriate education and experience to conduct this appraisal.

The appraisers will not divulge the analytical findings or conclusions to anyone other than the client or designee, except as may be required by the Appraisal Institute or by a court of law with power of subpoena.

We certify, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property which is the subject of this report and no personal interest with respect to the parties involved.
- The signatory appraiser has not performed any services regarding the subject property, as an appraiser or in any other, capacity that is the subject of this report within the 3 years prior to the date of acceptance of this appraisal assignment.
- We have no bias with respect to the property which is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

Certification (Continued)

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this report.
- As of the effective date of this report, I, Jason Shirey, MAI, have completed the continuing education requirements of the Appraisal Institute.

This appraisal has been conducted, and the appraisal report prepared in conformance with the requirements of Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA, 12 U.S.C. 3331 et seq.). This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Respectfully submitted,
Equivalue Appraisal, LLC.

Jason P. Shirey, MAI, CCIM, CPM
Cert Gen RZ3186

Limiting Conditions and Assumptions

1. Unless otherwise noted in the body of the report, we assumed that title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions that would adversely affect marketability or value. We are not aware of any title defects nor were we advised of any unless such is specifically noted in the report. We did not examine a title report and make no representations relative to the condition thereof. Documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of title were not reviewed. Insurance against financial loss resulting in claims that may arise out of defects in the subject property's title should be sought from a qualified title company that issues or insures title to real property.

2. We assume that improvements are constructed or will be constructed according to approved architectural plans and specifications and in conformance with recommendations contained in or based upon any soils report(s).

3. Unless otherwise noted in the body of this report, we assumed: that any existing improvements on the property or properties being appraised are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion by the elements; that the property or properties have been engineered in such a manner that it or they will withstand any known elements such as windstorm, hurricane, tornado, flooding, earthquake, or similar natural occurrences; and, that the improvements, as currently constituted, conform to all applicable local, state, and federal building codes and ordinances. We are not engineers and are not competent to judge matters of an engineering nature. We did not retain independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, make no representations relative to the condition of improvements. Unless otherwise noted in the body of this report no problems were brought to our attention by ownership or management. We were not furnished any engineering studies by the owners or by the party requesting this appraisal. If questions in these areas are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. It is specifically assumed that any knowledgeable and prudent purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of the building systems. Structural problems and/or building system problems may not be visually detectable. If engineering consultants retained should report negative factors of a material nature, or if such are later discovered, relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported in this appraisal. Accordingly, if engineering consultants report negative findings, we reserve the right to amend the appraisal conclusions reported herein.

4. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, have been disregarded with only real property being considered in the appraisal. Any existing or proposed improvements, on- or off-site, as well as any alterations or repairs considered, are assumed to be completed

in a workmanlike manner according to standard practices based upon information submitted. This report may be subject to amendment upon re-inspection of the subject property subsequent to repairs, modifications, alterations and completed new construction. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.

5. We assume that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner to supply said data are accurate and correct unless otherwise noted in the appraisal report. We have no reason to believe that any of the data furnished contain any material error. Information and data referred to in this paragraph include, without being limited to, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any material error in any of the above data could have a substantial impact on the conclusions reported. Thus, we reserve the right to amend our conclusions if errors are revealed. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusions within 30 days after the date of delivery of this report and should immediately notify us of any questions or errors.

6. The date of value to which any of the conclusions and opinions expressed in this report apply, is set forth in the Letter of Transmittal. Further, that the dollar amount of any value opinion herein rendered is based upon the purchasing power of the American Dollar on that date. This appraisal is based on market conditions existing as of the date of this appraisal. Under the terms of the engagement, we will have no obligation to revise this report to reflect events or conditions which occur subsequent to the date of the appraisal. However, we will be available to discuss the necessity for revision resulting from changes in economics or market factors affecting the subject.

7. We assume no private deed restrictions, limiting the use of the subject property in any way.

8. Unless otherwise noted in the body of the report, we assume that there are no mineral deposits or subsurface rights of value involved in this appraisal, whether they be gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated we also assumed that there are no air or development rights of value that may be transferred.

9. We are not aware of any contemplated public initiatives, governmental development controls, or rent controls that would significantly affect the value of the subject.

10. The estimate of Market Value, which may be defined within the body of this report, is subject to change with market fluctuations over time. Market value is highly related to exposure, time promotion effort, terms, motivation, and conclusions surrounding the offering. The value estimate(s) consider the productivity and relative attractiveness of the property, both physically and economically, on the open market.

11. Unless specifically set forth in the body of the report, nothing contained herein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the

properties at the value stated. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.

12. Unless otherwise noted in the body of this report, we assume that no changes in the present zoning ordinances or regulations governing use, density, or shape are being considered. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated.

13. This study may not be duplicated in whole or in part without our written consent, nor may this report or copies hereof be transmitted to third parties without said consent. Exempt from this restriction is duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this appraisal was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without our written consent. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the property or to make a "sale" or "offer for sale" of any "security", as such terms are defined and used in this Securities Act of 1933, as amended. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. We shall have no accountability or responsibility to any such third party.

14. Any value estimate provided in the report applies to the entire property, and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.

15. Any distribution of the total valuation in this report between land and improvement applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.

16. The maps, plats, sketches, graphs, photographs, and exhibits included in this report are for illustration purposes only and are to be used only to assist in visualizing matters discussed within this report. Except as specifically stated, data relative to size or areas of the subject and comparable properties was obtained from sources deemed accurate and reliable. None of the exhibits are to be removed, reproduced, or used apart from this report.

17. No opinion is intended to be expressed on matters that may require legal expertise or specialized investigation or knowledge beyond that which is customarily employed by real estate appraisers. Values and opinions expressed presume that environmental and other governmental restrictions/conditions by applicable agencies have been met, including but not limited to seismic hazards, flight patters, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, licenses, etc. No survey, engineering study or architectural analysis was provided to us unless otherwise stated within the body of this report. If we were not supplied with a

termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranty is made concerning obtaining these items. We assume no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

18. Acceptance and/or use of this report constitutes full acceptance of the Assumptions and Limiting Conditions and extraordinary assumptions set forth in this report. It is the responsibility of the Client, or client's designees, to read in full, comprehend and thus become aware of the aforementioned assumptions and limiting conditions. We assume no responsibility for any situation arising out of the Client's failure to become familiar with and understand the same. The Client is advised to retain experts in areas that fall outside the scope of the real estate appraisal/consulting profession if so desired.

19. We assume that the subject property will be under prudent and competent management and ownership; neither inefficient nor super-efficient.

20. We assume that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal reports.

21. No survey of the boundaries of the property was undertaken. All areas and dimensions furnished are presumed correct. It is further assumed that no encroachments to the realty exists.

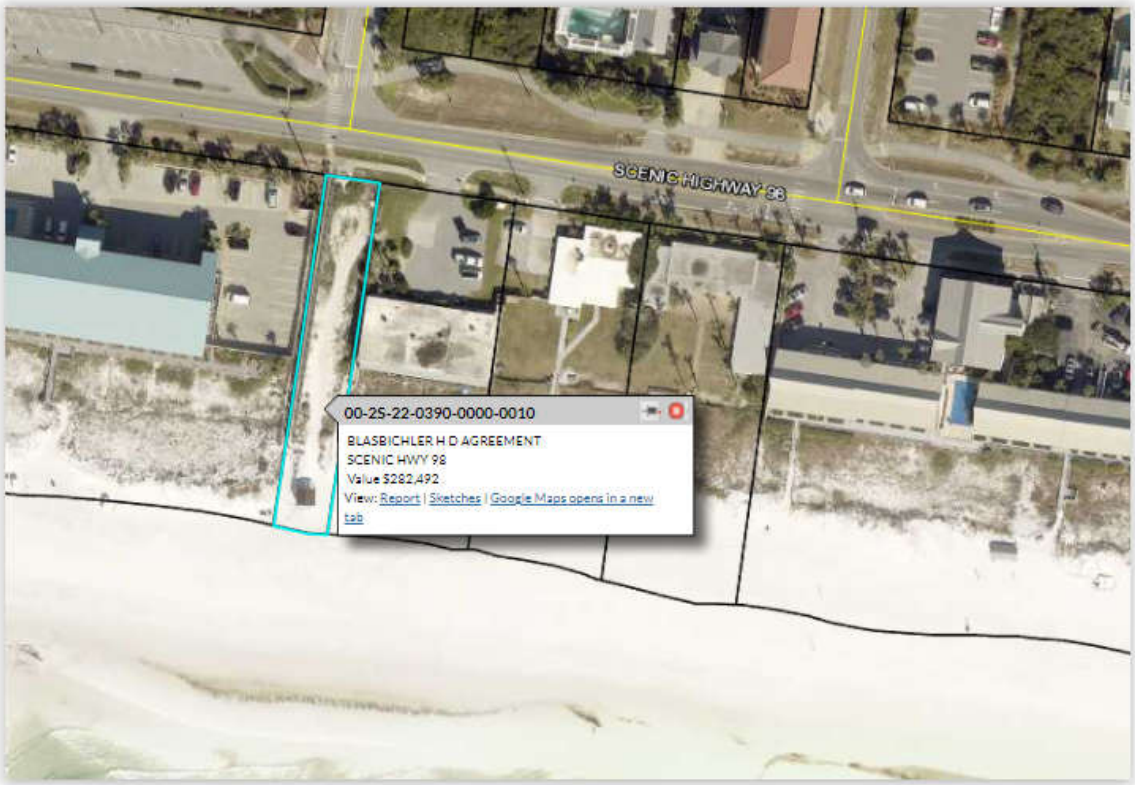
22. All value opinions expressed herein are as of the date of value. In some cases, facts or opinions are expressed in the present tense. All opinions are expressed as of the date of value, unless specifically noted.

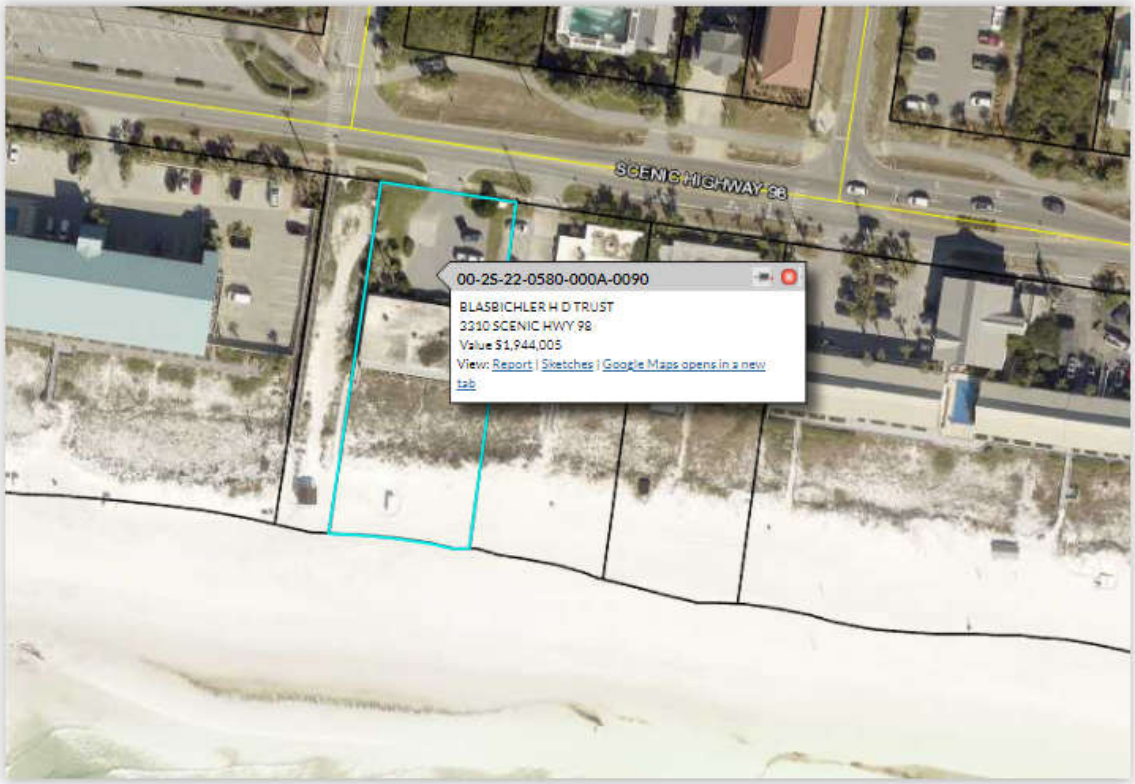
23. The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, we did not perform a specific compliance survey and analysis of this property to determine wither it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, the fact could have a negative effect on the value estimated herein. Since we have no specific information relating to this issue, nor are we qualified to make such an assessment, the effect of any possible non-compliance was not considered in estimating the value of the subject property.

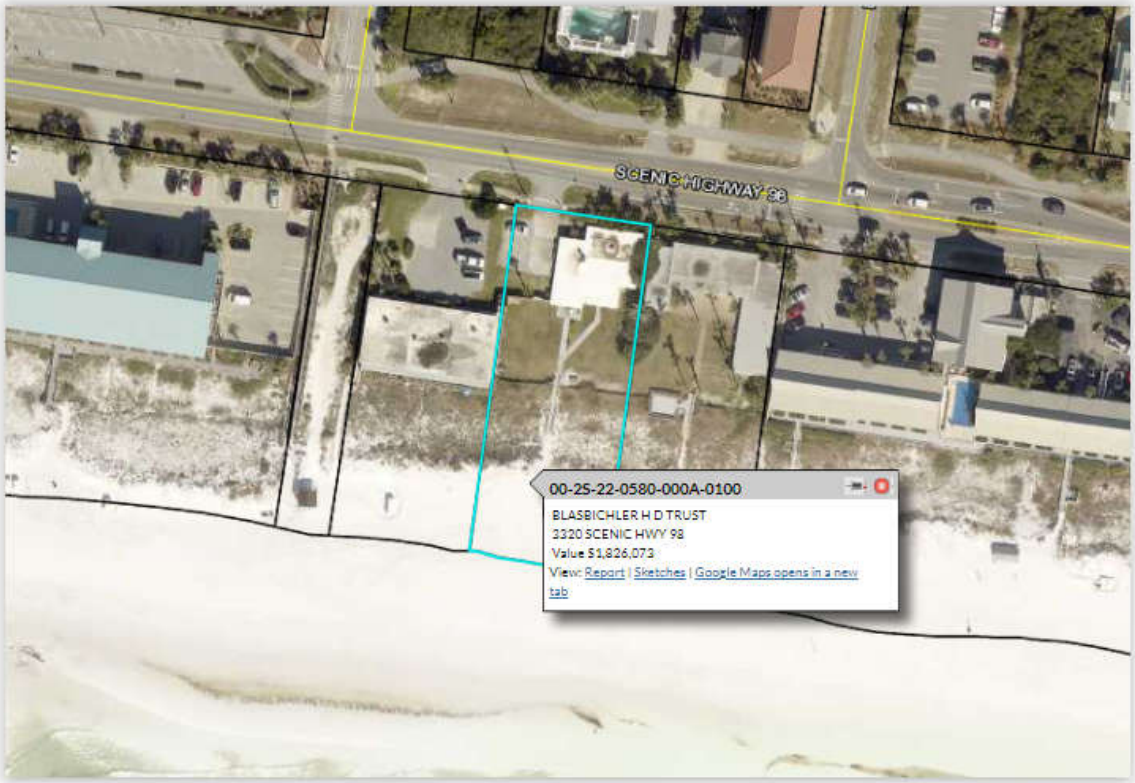
24. The value estimate rendered in this report is predicated on the assumption that there is no hazardous material on or in the property that would cause a loss of value. We were not provided with an Environmental Assessment Report. Further, we are not qualified to determine the existence or extent of environmental hazards. If there are any concerns pertaining to environmental hazards for this property, we recommend that a qualified engineer perform an assessment.

Addenda

Parcel Maps


SCENIC HIGHWAY 98
00-2S-22-0390-0000-0010
BLASBICHLER H D AGREEMENT
SCENIC HWY 98
Value $282,492
View: Report | Sketches | Google Maps opens in a new tab


SCENIC HIGHWAY 98
00-2S-22-0580-000A-0090
BLASBICHLER H D TRUST
3310 SCENIC HWY 98
Value $1,944,005
View: Report | Sketches | Google Maps opens in a new tab


SCENIC HIGHWAY 98
00-25-22-0580-000A-0100
BLASBICHLER H D TRUST
3320 SCENIC HWY 98
Value $1,826,073
View: Report | Sketches | Google Maps opens in a new tab

SCENIC HIGHWAY 98
00-25-22-0580-000A-0110
BLASBICHLER H D TRUST
SEA OATS APARTMENTS
3324 SCENIC HWY 98
Value $1,826,507
View: Report | Sketches | Google Maps opens in a new tab

Property Appraiser Data Cards

Okaloosa County Property Appraiser

Log In

Layers | Map | Search | Sales Search | Sales List | Condo List | Results | Report | Sales Results | Property Type Search | Property Type Results | Tax Estimator

Parcel Summary

Parcel ID	00-2S-22-0290-0000-0010
Location Address	SCENIC HWY 98 DESTIN 32541
Neighborhood	DESTIN COMM GULF (100500.10)
Brief Tax Description*	CRYSTAL SANDS CONDO THE E 40FT THEREOF AS DES BK2571 PG1256 *The Description above is not to be used on legal documents.
Property Use Code	VACANT/COM (000060)
Sec/Twp/Rng	00-2S-22
Tax District	Destin (District 10)
Millage Rate	12.5119
Acreage	0.000
Homestead	N
Acreage (GIS)	0.24
Fire District	N/A

View Map

Owner Information

Primary Owner
Blasbichler H D Agreement
PO Box 222
Destin, FL 32541

Valuation

Columns

	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Building Value	$0	$0	$0	$0	$0
Extra Features Value	$4,620	$4,620	$4,620	$4,813	$5,775
Land Value	$277,872	$272,424	$272,424	$269,726	$256,882
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	$282,492	$277,044	$277,044	$274,539	$262,657
Assessed Value	$282,492	$277,044	$277,044	$274,539	$262,657
Exempt Value	$0	$0	$0	$0	$0
Taxable Value	$282,492	$277,044	$277,044	$274,539	$262,657
Cap Diff/Portability Amount	$0	$0	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

2021 TRIM Notice

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Land Information

Columns

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
001001	COMM GULF	40.00	FF	40	0

Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
DECKWD	WOOD DECK C	1	0 x 0 x 0	700	SF	2015

Sales

Columns

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	06/11/2013	$100	TD	3101	3355	Unqualified (U)	Improved	BLASBICHLER HEINZ DIETER	H D BLASBICHLER AGREEMENT
N	10/25/2004	$600,000	WD	2571	1256	Unqualified (U)	Vacant	C.S. OWNERS ASSOCIATION INC	BIASBICHLER DIETER H

Okaloosa County Property Appraiser

Log In

Layers | Map | Search | Sales Search | Sales List | Condo List | Results | Report | Sales Results | Property Type Search | Property Type Results | Tax Estimator

Parcel Summary

Parcel ID	00-2S-22-0580-000A-0090
Location Address	3310 SCENIC HWY 98 DESTIN 32541
Neighborhood	DESTIN EAST (100500.02)
Brief Tax Description*	CRYSTAL BEACH PART BLK A LYING BETWEEN 2 PARALLEL LINES 1 BEING THE W LINE BLK 3 & 1 E LINE LOT 2 BLK 3 EXTEND TO GULF 1016-112 *The Description above is not to be used on legal documents.
Property Use Code	MULTI-FAMI (000800)
Sec/Twp/Rng	00-2S-22
Tax District	Destin (District 10)
Millage Rate	12.5119
Acreage	0.000
Homestead	N
Acreage (GIS)	0.60
Fire District	N/A

View Map

Owner Information

Primary Owner
Blasbichler H D Trust
PO Box 222
Destin, FL 32540

Valuation

Columns

	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Building Value	$207,302	$193,660	$172,771	$166,423	$141,620
Extra Features Value	$0	$0	$0	$0	$0
Land Value	$1,736,703	$1,702,650	$1,702,650	$1,685,792	$1,605,516
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	$1,944,005	$1,896,310	$1,875,421	$1,852,225	$1,747,136
Assessed Value	$1,944,005	$1,896,310	$1,875,421	$1,852,225	$1,747,136
Exempt Value	$0	$0	$0	$0	$0
Taxable Value	$1,944,005	$1,896,310	$1,875,421	$1,852,225	$1,747,136
Cap Diff/Portability Amount	$0	$0	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

2021 TRIM Notice

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Land Information

Columns

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
001001	COMM GULF	100.00	FF	100	0

2021 TRIM Notice

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Land Information

Columns

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
001001	COMM GULF	100.00	FF	100	0

Building Information

Building 1

Type	TRI/QUAD
Total Area	5,184
Heated Area	4,104
Exterior Walls	BD/BTN ABV; CONC BLOCK
Roof Cover	BUILT-UP;
Interior Walls	DRYWALL;
Frame Type	
Floor Cover	HARDTILE; CARPET
Heat	AIR DUCTED
Air Conditioning	ROOF TOP
Bathrooms	6
Bedrooms	8
Stories	1
Actual Year Built	1967
Effective Year Built	1967

Building Area Types

Columns

Type	Description	Sq. Footage	Year
UOP	UNF OP PRH	484	2015
FOP	F OPN PRCH	596	1967
BAS	BASE AREA	4,104	1967

Sales

Columns

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
Y	04/14/2021	$6,000,000	SW	3540	202	Unqualified (V)	Improved	TRASHIP HOLDING A G	BLASBICHLER H D TRUST
N	11/01/1990	$690,000	WD	1583	1511	Unqualified (U)	Improved		TRASHIP HOLDING A G
N	01/01/1979	$215,000	WD	1016	112	Unqualified (U)	Improved		
N	01/01/1977	$57,956	PV	0	0	Unqualified (U)	Improved		

Area Sales Report

Sale date range:

From: 01/01/2015 To: 03/18/2022

Sales by Subdivision

1500 Feet Sales by Distance

Okaloosa County Property Appraiser

Log In

Layers | Map | Search | Sales Search | Sales List | Condo List | Results | Report | Sales Results | Property Type Search | Property Type Results | Tax Estimator

Parcel Summary

Parcel ID	00-2S-22-0580-000A-0100
Location Address	3320 SCENIC HWY 98 DESTIN 32541
Neighborhood	DESTIN COMM GULF (100500.10)
Brief Tax Description*	CRYSTAL BEACH PART BLK A BETWEEN 2 PARALLEL LINES S OF LOTS 2 & 4 BLK 2 S OF HY *The Description above is not to be used on legal documents.
Property Use Code	MULTI-FAMI (000800)
Sec/Twp/Rng	00-2S-22
Tax District	Destin (District 10)
Millage Rate	12.5119
Acreage	0.000
Homestead	N
Acreage (GIS)	0.59
Fire District	N/A

View Map

Owner Information

Primary Owner
Blasbichler H D Trust
P O Box 222
Destin, FL 32540

Valuation

Columns

	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Building Value	$89,370	$82,282	$79,763	$71,582	$61,381
Extra Features Value	$0	$0	$0	$0	$0
Land Value	$1,736,703	$1,702,650	$1,702,650	$1,685,792	$1,605,516
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	$1,826,073	$1,784,932	$1,782,413	$1,757,374	$1,666,897
Assessed Value	$1,826,073	$1,784,932	$1,782,413	$1,757,374	$1,666,897
Exempt Value	$0	$0	$0	$0	$0
Taxable Value	$1,826,073	$1,784,932	$1,782,413	$1,757,374	$1,666,897
Cap Diff/Portability Amount	$0	$0	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

2021 TRIM Notice

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Land Information

Columns

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
001001	COMM GULF	100.00	FF	100	0

2021 TRIM Notice

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Land Information

Columns

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
001001	COMM GULF	100.00	FF	100	0

Building Information

Building 1

Type	DUPLEX
Total Area	2,753
Heated Area	2,187
Exterior Walls	CONC BLOCK; .
Roof Cover	BUILT-UP; .
Interior Walls	DRYWALL; .
Frame Type	.
Floor Cover	CARPET; HARDTILE
Heat	AIR DUCTED
Air Conditioning	CENTRAL
Bathrooms	3
Bedrooms	4
Stories	1
Actual Year Built	1957
Effective Year Built	1957

Building Area Types

Columns

Type	Description	Sq. Footage	Year
BAS	BASE AREA	2,187	1996
PTO	PATIO	150	2000
FSP	F SCRN PCH	416	1996

Sales

Columns

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
Y	04/14/2021	$6,000,000	SW	3540	202	Unqualified (V)	Improved	TRASHIP HOLDING AG	BLASBICHLER H D TRUST
N	11/01/1990	$690,000	WD	1583	1511	Unqualified (U)	Improved		TRASHIP HOLDING AG
N	01/01/1977	$32,381	PV	0	0	Unqualified (U)	Improved		

Area Sales Report

Sale date range:

From: 01/01/2015 To: 03/18/2022

Sales by Subdivision

1500 Feet Sales by Distance

Permits

Okaloosa County Property Appraiser

Log In

Layers | Map | Search | Sales Search | Sales List | Condo List | Results | Report | Sales Results | Property Type Search | Property Type Results | Tax Estimator

Parcel Summary

Parcel ID	00-2S-22-0580-000A-0110
Location Address	3324 SCENIC HWY 98 DESTIN 32540
Neighborhood	DESTIN COMM GULF (100500.10)
Brief Tax Description*	CRYSTAL BEACH PART OF BLK A BETWEEN E LINE OF BLK 3 & W LINE LOT 5 BLK 3 EXT TO GULF OF MEXICO *The Description above is not to be used on legal documents.
Property Use Code	MULTI-FAMI (000300)
Sec/Twp/Rng	00-2S-22
Tax District	Destin (District 10)
Millage Rate	12.5119
Acreage	0.000
Homestead	N
Acreage (GIS)	0.61
Business Name	SEA OATS APARTMENTS
Fire District	N/A

View Map

Owner Information

Primary Owner
Blasbichler H D Trust
P O Box 222
Destin, FL 32541

Valuation

Columns

	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Building Value	$83,848	$73,272	$71,006	$64,963	$56,654
Extra Features Value	$5,956	$5,956	$5,956	$5,956	$5,956
Land Value	$1,736,703	$1,702,650	$1,702,650	$1,685,792	$1,605,516
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	$1,826,507	$1,781,878	$1,779,612	$1,756,711	$1,668,126
Assessed Value	$1,826,507	$1,781,878	$1,779,612	$1,756,711	$1,668,126
Exempt Value	$0	$0	$0	$0	$0
Taxable Value	$1,826,507	$1,781,878	$1,779,612	$1,756,711	$1,668,126
Cap Diff/Portability Amount	$0	$0	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

2021 TRIM Notice

Click Here to view the 2021 TRIM Notice (PDF)

Land Information

Columns

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
001001	COMM GULF	100.00	FF	100	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.

2021 TRIM Notice

Click Here to view the 2021 TRIM Notice (PDF)

Land Information

Columns

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
001001	COMM GULF	100.00	FF	100	0

Building Information

Building 1

Type	APT LO-RIS
Total Area	3,684
Heated Area	3,023
Exterior Walls	VINYL SIDE; .
Roof Cover	BUILT-UP; .
Interior Walls	DRYWALL; .
Frame Type	WOOD FRAME
Floor Cover	CARPET; HARDTILE
Heat	AIR DUCTED
Air Conditioning	CENTRAL
Bathrooms	1
Bedrooms	2
Stories	1
Actual Year Built	1957
Effective Year Built	1957

Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
ASPHAT	ASPHALT C	1	0 x 0 x 0	5,640	SF	1995
DECKWD	WOOD DECK C	1	0 x 0 x 0	141	UT	1990

Building Area Types

Columns

Type	Description	Sq. Footage	Year
BAS	BASE AREA	3,023	1957
FOP	F OPN PRCH	661	1996

Sales

Columns

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
Y	04/14/2021	$6,000,000	SW	3540	202	Unqualified (V)	Improved	TRASHIP HOLDING A G	BLASBICHLER H D TRUST
N	03/01/1990	$250,000	WD	1548	1274	Qualified (Q)	Improved	DAVID LOUIS S	TRASHIPP HOLDING AG
N	01/01/1977	$38,489	PV	0	0	Unqualified (U)	Improved		DAVID LOUIS S

Area Sales Report

Sale date range:

From: 01/01/2015 To: 03/18/2022

Sales by Subdivision

Most Recent Warranty Deeds

FILE # 2862490 RCD: 06/18/2013 @ 04:02 PM, BK: 3101 PG: 3355 RECORDING: $19.50 RECORDING ARTICLE V: $16.00 DEED DOCSTAMPS $0.70 DEPUTY CLERK JHELMS DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

WARRANTY DEED TO TRUSTEE

THIS WARRANTY DEED made this 11th day of June, 2013, by HEINZ DIETER BLASBICHLER, a/k/a, H.D. BLASBICHLER, a married man, whose address is PO Box 222, Destin, FL 32541, hereafter called "Grantor", to H.D. BLASBICHLER, as Trustee under the H.D. BLASBICHLER Agreement dated JUNE 11, 2013, hereafter called "Trustee", with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of the property hereafter described, and whose address is: PO Box 222, Destin, FL 32541.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land situated in Okaloosa County, Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the above-described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the H.D. BLASBICHLER Agreement dated JUNE 11, 2013 (Trust Agreement).

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term or 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any pat thereof and to deal with said property and every part thereof in all other ways, and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease of other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustees shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof, and it shall be expressly understood that any representations, warranties, covenants, undertakings and

This Instrument prepared by:
Kevin M. Helmich, Esq.
P. O. Box 5499, Destin, FL 32540
(850) 650-4747

BK: 3101 PG: 3356

agreements hereinafter made on the part of the Trustee, while in form purporting to be the representation, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said trustee personally, but are make and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expresses or implied, all such personal liability, if any, being expressly waived and release and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to above of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event the original Trustee ceases to serve, then MAX MATTHEWS SR. shall serve as the successor Trustee, or if he is unable then REGIONS BANK TRUST DEPARTMENT, PENSACOLA, FLORIDA. Upon a recording in the public records of Okaloosa County, Florida, of a death certificate or resignation of the Trustee or of any successor trustee, title to the land described herein shall be deemed to be held by the next successor trustee and to pass to the next successor trustee without the requirement of recording any further or additional documents.

The Trustee shall have no personal liability whatsoever for action as trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the trust agreement referred to above.

And the Grantor by this Deed fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has signed and sealed these presents this 11th day of June, 2013.

Signed, sealed and witnessed
in our presence:

Kathy Adams
WITNESS

Kevin Helmich
WITNESS

HEINZ DIETER BLASBICHLER

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the county aforesaid, to take acknowledgements, personally appeared HEINZ DIETER BLASBICHLER, a/k/a H.D. Blasbichler, who is personally known to me and who executed the foregoing instrument and acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 11th day of June, 2013.

(Seal)

Notary Public

KEVIN M. HELMICH
MY COMMISSION #FF017695
EXPIRES June 17, 2017
(407) 398-0153 FloridaNotaryService.com

EXHIBIT "A"

PARCEL #1: "A parcel of land lying in Block "A" of Crystal Beach Subdivision, as recorded in Plat Book 1, Page 17, of the Public Records of Okaloosa County, Florida, being more particularly described as follows: For a point of reference, commence at the Southwest corner of Lot 1, Block 2, of said Crystal Beach Subdivision; thence go South 07 degrees 45'00" West on the Southwesterly extension of the West line of Block 2, of said Crystal Beach Subdivision, a distance of 100.00 feet to a point on the Southerly right-of-way line of State Road 30 (U.S. 98, 100' R/W), said point also being the POINT OF BEGINNING; thence go North 82 degrees 15'00" West along said Southerly right-of-way line, a distance of 60.00 feet; thence go South 07 degrees 45'00" West, a distance of 387 feet, more or less, to the mean high water line of the Gulf of Mexico; thence meander Easterly along said mean high water line, a distance of 60 feet, more or less, to the Point of Intersection with a line passed from the Point of Beginning, which bears South 07 degrees 45'00" West; thence go North 07 degrees 45'00" East, a distance of 337 feet, more or less to the Point of Beginning."

PARCEL ID: 00-2S-22-0580-000A-0120

SAID PARCEL IS NOT THE HOMESTEAD OF THE GRANTOR.

PARCEL #2: "Lots 1, 2, 3 & 20, Block 2, CRYSTAL BEACH SUBDIVISION, Okaloosa County, Florida."

PARCEL ID: 00-2S-22-0580-0002-0010

SAID PARCEL IS NOT THE HOMESTEAD OF THE GRANTOR.

PARCEL #3: "The East 40 feet of the following described property:
That portion of Block A, lying between the Southerly extension of the East line of Block 6 and the West line of Block 4 of Crystal Beach, a subdivision of the West mile of the East two miles of the Destin Peninsula, Township 2 South, Range 22 West, Okaloosa County, Florida, according to the plat thereof as recorded in Plat Book 1 at Page 17, of the Public Records of Okaloosa County, Florida. Subject to any easements granted for ingress and egress to the Gulf over a Southerly extension of 6th Street according to the plat of said Crystal Beach.
And
That portion of Block A, lying between the Southerly extension of the West line of Block 4, and Westerly of a Southerly extension of the West line of Block 3, in Crystal Beach, a subdivision of the West mile of the East two miles of the Destin Peninsula, Township 2 South, Range 22 West, Okaloosa County, Florida, according to the plat thereof recorded in Plat Book 1 at Page 17, of the Public Records of Okaloosa County, Florida."

PARCEL ID: 00-2S-22-0390-0000-0010

SAID PARCEL IS NOT THE HOMESTEAD OF THE GRANTOR

PARCEL #4: "That part of Block A lying between the southerly extensions to the Gulf of Mexico of the West line of Lot 1 and the East line of Lot 6, Block 2, Crystal Beach Subdivision, Okaloosa County, Florida, together with the improvements thereon.

PARCEL ID: 00-2S-22-0580-000A-0120

SAID PARCEL IS NOT THE HOMESTEAD OF THE GRANTOR.

PARCEL #5: "Lot 5 & 6, Block 34, Crystal Beach, according to the plat thereof as recorded in Plat Book 1, Page 17, of the Public Records of Okaloosa County, Florida;
AND
The West ½ of Sixth Street (60' R/W, vacated) as described in Official Records Book 1241, Page 1492, of the Public Records of Okaloosa County, Florida."

PARCEL ID: 00-2S-22-0580-0034-0050

SAID PARCEL IS NOT THE HOMESTEAD OF THE GRANTOR.

PARCEL #6: "Lot 84, SUNSAIL, being a portion of Township South, Range 22 West, Okaloosa County, Florida, according to the plat thereof as recorded in Plat Book 15, Pages 98-101, of the Public Records of Okaloosa County, Florida."

PARCEL ID: 00-2S-22-0385-0000-0840

SAID PARCEL IS NOT THE HOMESTEAD OF THE GRANTOR.

PARCEL #7: "The Condominium Parcel knows as Apartment No. 1112, of Shoreline Towers Condominium 1 and 2, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 720, Page 323, et seq., and pursuant to Survey, Plot Plan and Graphic Description of Improvements recorded in Condominium Book 1, Page 21, et seq., all of the Public Records of Okaloosa County, Florida, together with all appurtenances to said Condominium Parcel including, but not limited to, all rights under the Recreation Facilities Lease and the Gulf Beach Covenants Agreement, all easements, and the undivided interest in the common elements appurtenant thereto as set out in said description."

PARCEL ID: 00-2S-22-217A-0000-1112

SAID PARCEL IS NOT THE HOMESTEAD OF THE GRANTOR.

PARCEL #8: "Condominium Parcel: Unit 111B, Crystal Sands, a condominium, all as set forth in the Declaration of Condominium and the exhibits annexed thereto and forming a part thereof, as recorded in Official Records Book 1897, Page 1033, amended in Official Records Book 1943, Page 682, and Official Records Book 2005, Page 698, of the Public Records of Okaloosa County, Florida; together with an undivided interest in the common elements if any, appurtenant thereto, subject to and in accordance with the covenants, conditions, restrictions, terms and other provisions of said Declaration."

PARCEL ID: 00-2S-22-039-00000-111B

SAID PARCEL IS NOT THE HOMESTEAD OF THE GRANTOR.

BK: 3101 PG: 3358

PARCEL #9: "Lot 14, Kokomo Kove, a planned unit development, according to the plat thereof as recorded in Plat Book 11, Page 89, of the Public Records of Okaloosa County, Florida."

PARCEL ID: 00-2S-22-306A-0000-0140

SAID PARCEL IS NOT THE HOMESTEAD OF THE GRANTOR.

PARCEL #10: A fifty percent (50%) interest in the following described property:
"Lot 33, WINDSOR FOREST, according to the Plat thereof as recorded in Plat Book 13, Pages 61 and 62, of the Public Records of Okaloosa County, Florida."

PARCEL ID: 00-2S-22-266A-0000-0330

SAID PARCEL IS NOT THE HOMESTEAD OF THE GRANTOR.

FILE #3447210 RCD: 4/16/2021 1:46 PM, BK: 3540 PG: 202, RECORDING: $24.00 RECORDING ARTICLE V: $20.00
D Doc Stmp: $42,000.00 DEPUTY CLERK TWILCOX
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Prepared by and return to:
Angel Francisco Condom, Esq.
Attorney at Law
Angel Francisco Condom, P.A.
2750 NE 185th Street Ste. 200
Aventura, FL 33180
888-591-0008

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 14 day of April, 2021 between Traship Holding, A.G., a Swiss Corporation (referenced as "Trashipp" in Warranty Deed recorded in Book 1548, Page 1274 of the Public Records for Okaloosa County, due to scrivener's error) whose post office address is c/o Angel Francisco Condom PA, 2750 NE 185th Street, Suite 200, Aventura, FL 33180, grantor, and H.D. Blasbichler, as Trustee under the H.D. Blasbichler Agreement dated June 11, 2013 whose post office address is PO BOX 222, Destin, FL 32540, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Okaloosa County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Identification Numbers: 22-0580-000A-0090, 22-0580-000A-0100 and 22-0580-000A-0110

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 claiming by, through or under grantors.

BK: 3540 PG: 203

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Wien, am 14.04.2021

Traship Holding, A.G., a Swiss Holding Corporation

By: _____
Marcus Schmitt, Attorney in Fact

_____
Witness Name: Tamara Reingruber

_____
Witness Name: Raphaela Hochwarter

(Corporate Seal)

_____
_____

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this _____ day of April, 2021 by Marcus Schmitt, Attorney in Fact of Iso Lenzliner, as President on of Traship Holding, A.G., a Swiss Holding Corporation. He [_] is personally known to me or [_] has produced _____ as identification.

[Notary Seal]

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

BK: 3540 PG: 204

Exhibit A

PARCEL A

THAT PART OF BLOCK A INCLUDED BETWEEN THE SOUTHERLY EXTENSIONS TO THE GULF TO MEXICO OF THE EAST LINE OF BLOCK 3 AND THE WEST LINE OF LOT 5 OF BLOCK 3, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, ACCORDING TO PLAT THEREOF BY C.H. OVERMAN, C.E., FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

PARCEL B

THAT PORTION OF BLOCK A, CRYSTAL BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. LYING BETWEEN THE SOUTHERLY EXTENSION OF THE GULF OF MEXICO OF THE WEST LINE OF LOT 1 AND THE EAST LINE OF LOT 4, BLOCK 3, CRYSTAL BEACH SUBDIVISION.

SUBJECT TO COVANANTS AND RESTRICTIONS AND WATER LINE EASEMENT AS CONTAINED IN DEEDS RECORDED IN OFFICIAL RECORD BOOK 104, PAGE 339 AND BOOK 107, PAGE 459 OF THE PUBLIC RECORDS OFOKALOSSA COUNTY, FLORIDA

(These legal descriptions are reflected in Warranty Deeds recorded with the Public Records of Okaloosa County, Florida at Book 1548, Page 1274 and Book 1583, Page 1511).

BK: 3540 PG: 205

Gebühr in Höhe von € 14,30 entrichtet
Dr. Thomas Tellian, LL.M. | öffentlicher Notar
Wien-Margareten I

B.R.Zl: 2799/2021/tr

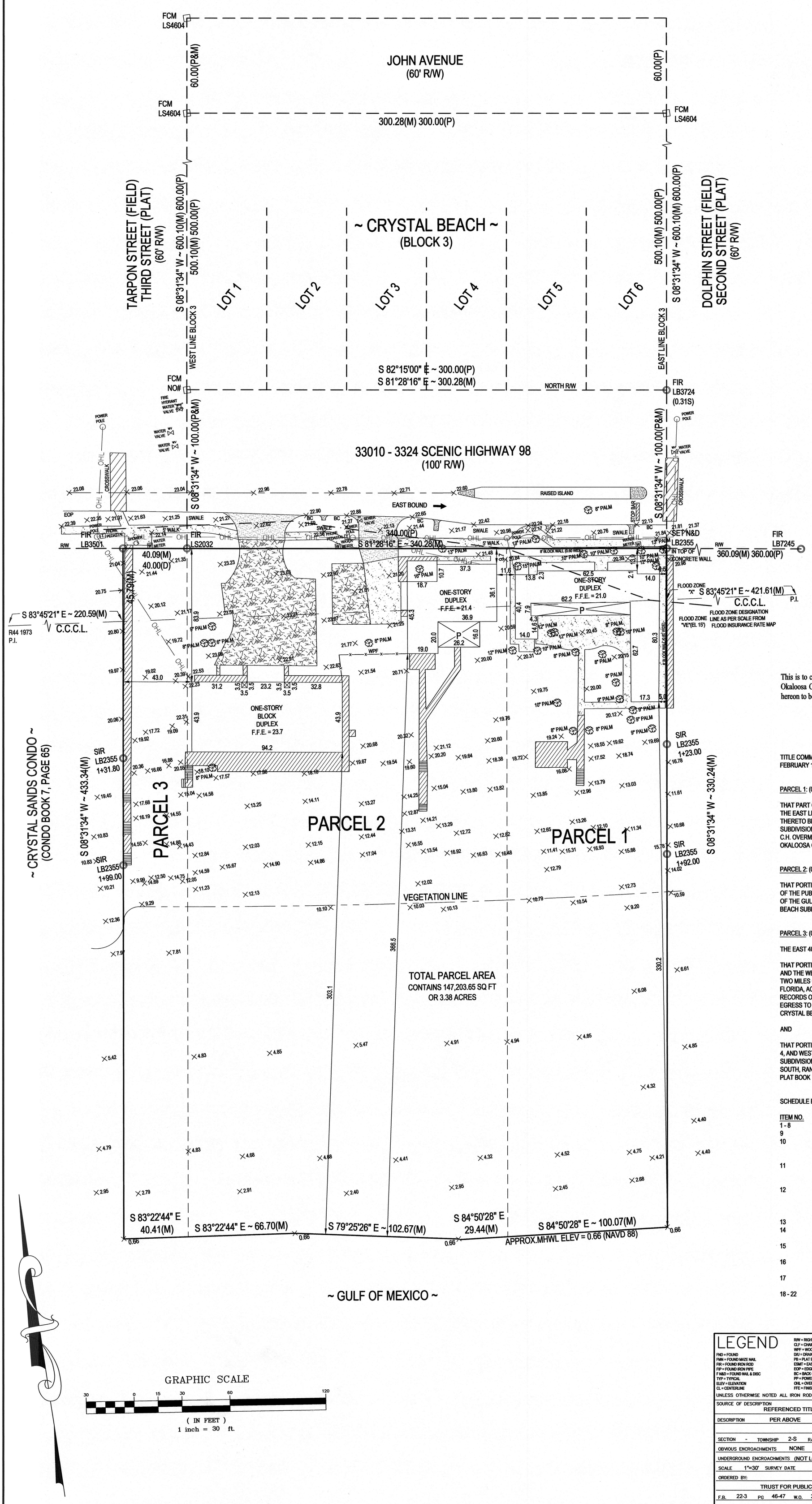
Die Echtheit der Firmazeichnung des Herrn **Magister Marcus Schmitt, LL.M. (Marcus Schmitt)**, geboren am 04.01.1977 (vierten Jänner neunzehnhundertsiebenundsiebzig), für die **Traship Holding AG (Traship Holding, A.G.)** mit dem Sitz in Zug und der Geschäftsanschrift CH-6300 Zug, Alpenstraße 12, wird bestätigt. ----------
Weiters bestätige ich, dass die Partei erklärt hat, dass sie den Inhalt der Urkunde kennt und deren Unterfertigung frei von Zwang erfolgt. ----------
Wien, am 14.04.2021 (vierzehnten April zweitausendeinundzwanzig). ----------

B.R.Zl: 2799/2021/tr

I, the undersigned Notary Public, Doctor Thomas Tellian, with principal office adress at Krongasse 14, A-1050 Vienna, Austria, herewith certify hereby certify the authenticity of the duplicate corporate signature acknowledged before me today of **Magister Marcus Schmitt, LL.M. (Marcus Schmitt)**, born at 04.01.1977 (fourth January nineteenhundredseventyseven), for **Traship Holding AG (Traship Holding, A.G.)**, with principal office address at CH-6300 Zug, Alpenstraße 12. ----------
Further I am confirming, that the client has declared, that he knows the contents of the document and he signed this document without being forced. ----------
Vienna, at 14.04.2021 (fourteenth April twothousandtwentyone).----------
Fee of Euro fourteen comma thirty payed. ----------

Dr. Thomas TELLIAN LL.M. ÖFFENTLICHER NOTAR Wien-Margareten, Wien 3 Republik Österreich

Öffentlicher Notar



This is to certify that I have consulted National Flood Insurance Rate Map, effective March 9, 2021, for Okaloosa County, Florida, Map No. 12091C0493 J, and found the structures on the property described hereon to be located in Zone "VE" (Elev 15 ft.), a special flood hazard area.

TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO: 1054-5879948 DATED FEBRUARY 18, 2022:

PARCEL 1: (00-2S-22-0580-000A-0110)

THAT PART OF BLOCK A INCLUDED BETWEEN THE SOUTHERLY EXTENSIONS TO THE GULF OF MEXICO OF THE EAST LINE OF BLOCK 3 AND THE WEST LINE LOT 5 OF BLOCK 3, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, ACCORDING TO PLAT THEREOF BY C.H. OVERMAN, C.E., FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

PARCEL 2: (00-2S-22-0580-000A-0100 AND 00-2S-22-0580-000A-0090)

THAT PORTION OF BLOCK A, CRYSTAL BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE GULF OF MEXICO OF THE WEST LINE OF LOT 1 AND THE EAST LINE OF LOT 4, BLOCK 3, CRYSTAL BEACH SUBDIVISION.

PARCEL 3: (00-2S-22-0390-0000-0010)

THE EAST 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 6 AND THE WEST LINE OF BLOCK 4 OF CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. SUBJECT TO ANY EASEMENTS GRANTED FOR INGRESS AND EGRESS TO THE GULF OVER A SOUTHERLY EXTENSION OF 4TH STREET ACCORDING TO THE PLAT OF SAID CRYSTAL BEACH.

AND

THAT PORTION OF BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4, AND WESTERLY OF A SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 3, IN CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

SCHEDULE BII REMARKS:

ITEM NO.	COMMENTS
1 - 8	NOT SURVEY RELATED
9	PLAT OF CRYSTAL BEACH, PLAT BOOK 1, PAGE 17 (NO COMMENT)
10	CONSTRUCTION AND MAINTENANCE BEACH RESTORATION PROJECT BOOK 2615 PAGE 4958, AS TO PARCEL 1 - ALLOWS THREE (3) YEAR TEMPORARY CONSTRUCTION EASEMENT RECORDED IN 2005
11	BOOK 33 PAGE 401 RESTRICTIVE COVENANTS AS TO PARCEL 1 - ESTABLISHES FIVE (5) FEET SIDE BUILDING SETBACK LINE AND RESERVES FOR UNSPECIFIED WIDTH WATER LINE EAST ALONG SOUTH SIDE OF HIGHWAY 98 RIGHT-OF-WAY
12	BOOK 104 PAGE 339, BOOK 107 PAGE 459, AND BOOK 3540 PAGE 202, AS TO PARCEL 2 - ESTABLISHES MINIMUM BUILDING SETBACK LINES OF FIFTEEN (15) FEET FRONT AND FIVE (5) FEET SIDE AND RESERVES RIGHT FOR WATER LINE EASEMENT SAME AS ITEM 11 ABOVE
13	BOOK 2615 PAGE 4964, AS TO PARCEL 2, SAME AS ITEM 10 ABOVE
14	BOOK 2704 PAGE 3421, AS TO PARCEL 3, FIVE (5) FEET WIDE PERPETUAL PUBLIC BEACH ACCESS EASEMENT FOR PEDESTRIAN TRAFFIC ON WEST FIVE (5) FEET OF PARCEL 3
15	BOOK 1956 PAGE 1084, AS TO PARCEL 3 - UNDERGROUND ELECTRICAL EASEMENT TO GULF POWER COMPANY ON WEST FIVE (5) FEET OF PARCEL 3
16	BOOK 2595 PAGE 466, AS TO PARCEL 3 - TEMPORARY CONSTRUCTION EASEMENT SAME AS ITEM 10 ABOVE
17	BOOK 1640 PAGE 867, AS TO PARCEL 3 - VACATES ANY RIGHT-OF-WAY FOR THIRD STREET (TARPON STREET) SOUTH OF HIGHWAY 98
18 - 22	NOT SURVEY RELATED

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

LEGEND

FND = FOUND
FMN = FOUND MAZE NAIL
FIR = FOUND IRON ROD
FIP = FOUND IRON PIPE
F N&D = FOUND NAIL & DISC
TYP = TYPICAL
ELEV = ELEVATION
CL = CENTERLINE
RW = RIGHT OF WAY
CLF = CHAIN LINK FENCE
WPF = WOOD PRIVACY FENCE
D/U = DRAINAGE & UTILITY
PB = PLAT BOOK
ESMT = EASEMENT
EOP = EDGE OF PAVING
BC = BACK OF CURB
PP = POWER POLE
OHL = OVERHEAD LINES
FFE = FINISHED FLOOR ELEVATION
LS = LAND SURVEYOR NUMBER
LB = LAND SURVEY BUSINESS NUMBER
COE = CORPS OF ENGINEERS
MHW = MEAN HIGH WATER LINE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POL = POINT ON LINE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVE
BSL = BUILDING SETBACK LINE
RC = RESTRICTIVE COVENANTS
PI = POINT OF INTERSECTION
(P) OR (PLAT) = PLATTED
(D) OR (DESC) = DESCRIPTION
(M) OR (MEAS) = MEASURED
OR BOOK = OFFICIAL RECORDS BOOK
PCP = PERMANENT CONTROL POINT
PRM = PERMANENT REFERENCE MONUMENT
NAVD = NORTH AMERICAN VERTICAL DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
DOT = DEPARTMENT OF TRANSPORTATION
DEP = DEPARTMENT OF ENVIRONMENTAL PROTECTION

UNLESS OTHERWISE NOTED ALL IRON RODS ARE 1/2" DIAMETER

SOURCE OF DESCRIPTION: REFERENCED TITLE COMMITMENT
BASIS OF BEARINGS: EAST LINE BLOCK 3 AS BEING S-08°31'34"-W (SPC)

DESCRIPTION: PER ABOVE

SECTION - TOWNSHIP 2-S RANGE 22-W OKALOOSA COUNTY, FLORIDA RECORDED BOOK PAGE

OBVIOUS ENCROACHMENTS: NONE

UNDERGROUND ENCROACHMENTS: (NOT LOCATED)

SCALE 1"=30' SURVEY DATE 8.09.2022

ORDERED BY:

TRUST FOR PUBLIC LAND

F.B. 22-3 PG 46-47 W.O. 2022-0617

TYPE OF SURVEY: BOUNDARY

PURPOSE: BOUNDARY, TOPO & TREE LOCATION

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE OF THE FLORIDA BOARD OF SURVEYORS AND MAPPERS. (5J-17 .050 -.052 F.A.C.)

EDWARD E. RICE LS3420

RECERTIFIED DATE _____ W.O. _____

ORDERED BY _____

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

CAD- RESTORED -C
CRYSTAL BEACH BLOCK A
2022-0617

PANHANDLE ASSOCIATES INC.
701-A EDGE STREET, FORT WALTON BEACH, FLORIDA 32547 (850) 864-1968 LAND SURVEYING BUSINESS LICENSE NO. 2355

ORDINANCE NO. 17-16-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO MOBILE VENDORS; CREATING SECTION 7.21.00, REGULATING MOBILE VENDORS; ESTABLISHING ZONING AND LOCATIONAL REQUIREMENTS; REGULATING PARKING, MAINTENANCE, DISPLAYS AND SIGNAGE FOR MOBILE VENDORS; PROVIDING FOR ADDITIONAL REGULATIONS AND PROHIBITIONS FOR MOBILE VENDORS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE, CONFLICTING PROVISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Destin is granted the authority, under Section 2(b), Article VIII, of the Constitution of the State of Florida to exercise any power for municipal purposes except when expressly prohibited by law ("Home Rule"); and

WHEREAS, the Harbor Community Redevelopment Area (CRA) Advisory Committee has recommended regulations and restrictions related to mobile vending located within the Harbor CRA; and

WHEREAS, the City Council has determined that it is in the best interest of the safety, health and welfare of the City of Destin to regulate mobile vendors; and

WHEREAS, the City Council hereby finds that the regulation of mobile vendors is necessary for purposes of ensuring adequate public streets, sidewalks, parking areas, and places of assembly, for use by vehicular and pedestrian traffic; and

WHEREAS, the City Council has deemed it necessary to regulate the location, appearance and number of mobile vendors throughout the City; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Destin Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

WHEREAS, the City Council of the City of Destin, Florida, hereby finds this Ordinance to be in the best interest of the public health, safety and welfare of the citizens of the City of Destin.

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

SECTION 1. RECITALS. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Destin.

SECTION 2. CODE AMENDMENT. Language in section 2 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of the Code of Ordinances that remains unchanged.

***

7.21.00 Mobile Vendors.

7.21.01. *Purpose and intent.*

The following regulations are applicable to all mobile vendors, as defined in section 13-160, City Code. The intent of this section is to regulate activities of mobile vendors and to allow mobile vendors to operate in certain commercial and mixed use zoning districts of the City, in order to promote the public interest by contributing to an active and attractive pedestrian environment. In recognition thereof, regulation of mobile vendors is necessary to protect the public health, safety, and welfare and the interests of the City in the primary use of public streets, sidewalks, parking areas, and places of assembly, for use by vehicular and pedestrian traffic.

7.21.02. *Zoning districts.*

The location of any mobile vendor shall be entirely within an approved zoning district.

A. Long term operations (more than 72 hours). Mobile vendors may operate within the following zoning district: South Harbor Mixed Use (SHMU) and Calhoun Mixed Use (CMU).

B. Short term operations (72 hours or less). Mobile vendors may operate within the following zoning districts: South Harbor Mixed Use (SHMU), Calhoun Mixed Use (CMU), North Harbor Mixed Use (NHMU), Commercial Trades and Services (CTS), Industrial (IN), Institutional (INST), Residential, Office and Institutional- General Development (ROI-GD), Town Center Mixed Use (TCMU).

7.21.03. *Location Criteria.*

A mobile vendor must comply with the following location criteria, whichever is applicable:

A. Public Property. Mobile vendors are prohibited from operating on public property unless the City issues a Special Event Permit to the mobile vendor. A mobile vendor with a Special Event Permit that is operating on public property shall comply with the following requirements:

1. Maximum Area. A mobile vendor shall not occupy an operating area of more than four hundred twenty (420) square feet of space per site, including the vehicle, operator, trash receptacle, and covering, if applicable. More than one mobile vendor may be located on a site provided these maximum area requirements are met.

2. Maximum Dimensions. A mobile vendor shall not exceed ten (10) feet in width by forty (40) feet in length.

3. Maximum Height. The maximum height of a mobile vendor, including any covering, such as its canopy, umbrella, and/or transparent enclosure, shall not exceed fifteen (15) feet, excluding venting equipment.

B. Private Property. A mobile vendor may operate on private property, provided that it complies with the following regulations:

1. A mobile vendor may be located within off-street parking spaces but is prohibited from locating within required parking areas for existing uses on the property. The mobile vendor shall not obstruct or impede vehicular or pedestrian access, circulation, egress, or otherwise create a hazard.

2. The property on which the mobile vendor proposes to locate shall contain a minimum size of one-half (0.5) acre. No more than one (1) mobile vendor per one-half (0.5) acre shall be permitted, up to a maximum of five mobile vendors on a parcel. In the SHMU and CMU zoning district, no more than one (1) mobile vendor per one hundred (100) feet of water frontage shall be allowed, with a maximum of five (5) mobile vendors per parcel.

3. All mobile vendors shall provide parking in the amount the vendor vehicle encumbers, plus one space for one employee on shift, two (2) spaces for two-three employees on shift, and four (4) spaces for four-six employees on shift.

4. All mobile vendors shall be required to have access to permitted commercial restroom facilities within three hundred feet of the mobile vendor on the same parcel, and a sign should be displayed directing customers to its location.

7.21.04. *Overnight Parking.*

Overnight parking of mobile vendor vehicles is prohibited, except in the SHMU and CMU zoning districts.

7.21.05. *ADA Standards.*

The mobile vendor vehicle and the property on which it is located shall meet all applicable ADA requirements.

7.21.06. *Maintenance and Waste Disposal.*

A. All operations and equipment of the mobile vendor must be clean, and well maintained, with no visible rust, flat tires or other evidence of deferred maintenance.

B. The property at which the mobile vendor is located must also be clean and orderly at all times, and the mobile vendor must provide a trash receptacle for use by its patrons.

C. Trash receptacles must be removed at any time the mobile vendor is not located on the property, including but not limited to overnight, if applicable.

D. Mobile vendors are prohibited from permitting waste to be deposited upon the ground, sidewalk, streets, City waste receptacles, or private dumpsters (without permission of the private property owner).

7.21.07. *Setbacks and Separation Requirements.*

All setbacks and separation requirements shall be in accordance with existing zoning and building requirements of the zoning district in which the mobile vendor is located.

7.21.08. *Display and Signage.*

A. *Display of Mobile Vendor Permit and Business Tax Receipt.* All mobile vendors must display the mobile vendor permit and business tax receipt issued by the City in a prominent and visible manner.

B. *Display of Merchandise.* Merchandise shall not be displayed upon the sidewalk or right-of-way, may not intrude upon the accessible area around the mobile vendor vehicle, and may not otherwise impede parking or access to structures within the site.

C. *Signage.* The amount of signage on the mobile vendor vehicle is not regulated but signs must be mounted flat against the vehicle and cannot project from the vehicles.

D. *Harbor Boardwalk Displays.* No merchandise or signage of any sort may be placed upon the Harbor Boardwalk.

7.21.09. *Prohibitions.*

A. Solicitations, prohibited. A mobile vendor approved and located adjacent to a right-of-way or drive aisle shall not solicit or conduct business with persons in motor vehicles.

B. Nuisance, prohibited. Mobile vendors shall not utilize moving objects, excessive noise, or lighting systems to bring attention to its products or services.

C. Unattended Vehicles/Equipment, prohibited. No mobile vendor vehicle or equipment shall be left unattended, except for mobile vendors located with the SHMU and CMU zoning districts during non-business hours.

D. Hindrances, prohibited. Vendors shall not hinder or impede the use of any phone kiosk, mailbox, parking meter, fire alarm, fire hydrant, or traffic control device.

7.21.10. *Public Utilities.*

Mobile vendors connected to public potable water and/or sewer, or which utilize liquid propane or natural gas for cooking shall be required to apply for appropriate approvals and inspections from the Destin Fire Control District, Destin Water Users and the City of Destin, as appropriate.

7.21.11. *Permit and Licensing Required.*

Annually, the mobile vendor must secure (i) a City of Destin Business Tax Receipt (BTR), (ii) a mobile vendor permit pursuant to Section 13-161, City Code, and (iii) must pay all relevant fees.

7.21.12. *Enforcement.*

Failure to comply with the provisions of this section shall be grounds for denial or revocation of a mobile vendor permit in accordance with Section 13-162 of the City Code, denial of a Business Tax Receipt,

revocation an existing Business Tax Receipt or may result in code enforcement or civil action against the mobile vendor or the owner of the subject property, or both.

SECTION 3. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 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. 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 6. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS 19TH DAY OF MARCH 2018

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 Land Use Attorney.

_____
Kimberly Kopp, City Land Use Attorney

First Reading: March 5, 2018
Second Reading: March 19, 2018

7.21.00. - Mobile vendors.

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7.21.03. *Location criteria.* A mobile vendor must comply with the following location criteria, whichever is applicable:

A. *Public property.* Mobile vendors are prohibited from operating on public property unless the City issues a special event permit to the mobile vendor. A mobile vendor with a special event permit that is operating on public property shall comply with the following requirements:

1. *Maximum area.* A mobile vendor shall not occupy an operating area of more than 420 square feet of space per site, including the vehicle, operator, trash receptacle, and covering, if applicable. More than one mobile vendor may be located on a site provided these maximum area requirements are met.
2. *Maximum dimensions.* A mobile vendor shall not exceed ten feet in width by 40 feet in length.
3. *Maximum height.* The maximum height of a mobile vendor, including any covering, such as its canopy, umbrella, and/or transparent enclosure, shall not exceed 15 feet, excluding venting equipment.

B. *Private property.* A mobile vendor may operate on private property, provided that it complies with the following regulations:

1. A mobile vendor may be located within off-street parking spaces but is prohibited from locating within required parking areas for existing uses on the property. The mobile vendor shall not obstruct or impede vehicular or pedestrian access, circulation, egress, or otherwise create a hazard.
2. The property on which the mobile vendor proposes to locate shall contain a minimum size of one-half acre. No more than one mobile vendor per one-half acre shall be permitted, up to a maximum of five mobile vendors on a parcel. In the SHMU and CMU zoning district, no more than one mobile vendor per 100 feet of water frontage shall be allowed, with a maximum of five mobile vendors per parcel.
3. All mobile vendors shall provide parking in the amount the vendor vehicle encumbers, plus one space for one employee on shift, two spaces for two—three employees on shift, and four spaces for four—six employees on shift.
4. All mobile vendors shall be required to have access to permitted commercial restroom facilities within

300 feet of the mobile vendor on the same parcel, and a sign should be displayed directing customers to its location.

7.21.04. *Overnight parking.* Overnight parking of mobile vendor vehicles is prohibited, except in the SHMU and CMU zoning districts.

7.21.05. *ADA standards.* The mobile vendor vehicle and the property on which it is located shall meet all applicable ADA requirements.

7.21.06. *Maintenance and waste disposal.*

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B. The property at which the mobile vendor is located must also be clean and orderly at all times, and the mobile vendor must provide a trash receptacle for use by its patrons.

C. Trash receptacles must be removed at any time the mobile vendor is not located on the property, including but not limited to overnight, if applicable.

D. Mobile vendors are prohibited from permitting waste to be deposited upon the ground, sidewalk, streets, City waste receptacles, or private dumpsters (without permission of the private property owner).

7.21.07. *Setbacks and separation requirements.* All setbacks and separation requirements shall be in accordance with existing zoning and building requirements of the zoning district in which the mobile vendor is located.

7.21.08. *Display and signage.*

A. *Display of mobile vendor permit and business tax receipt.* All mobile vendors must display the mobile vendor permit and business tax receipt issued by the City in a prominent and visible manner.

B. *Display of merchandise.* Merchandise shall not be displayed upon the sidewalk or right-of-way, may not intrude upon the accessible area around the mobile vendor vehicle, and may not otherwise impede parking or access to structures within the site.

C. *Signage.* The amount of signage on the mobile vendor vehicle is not regulated but signs must be mounted flat against the vehicle and cannot project from the vehicles.

D. *Harbor Boardwalk displays.* No merchandise or signage of any sort may be placed upon the Harbor Boardwalk.

7.21.09. *Prohibitions.*

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B. *Nuisance, prohibited.* Mobile vendors shall not utilize moving objects, excessive noise, or lighting systems to bring attention to its products or services.

C. *Unattended vehicles/equipment, prohibited.* No mobile vendor vehicle or equipment shall be left unattended, except for mobile vendors located with the SHMU and CMU zoning districts during non-business hours.

D. *Hindrances, prohibited.* Vendors shall not hinder or impede the use of any phone kiosk, mailbox, parking meter, fire alarm, fire hydrant, or traffic control device.

7.21.10. *Public utilities.* Mobile vendors connected to public potable water and/or sewer, or which utilize liquid propane or natural gas for cooking shall be required to apply for appropriate approvals and inspections from the Destin Fire Control District, Destin Water Users and the City of Destin, as appropriate.

7.21.11. *Permit and licensing required.* Annually, the mobile vendor must secure (i) a City of Destin Business Tax Receipt (BTR), (ii) a mobile vendor permit pursuant to section 13-161, City Code, and (iii) must pay all relevant fees.

7.21.12. *Enforcement.* Failure to comply with the provisions of this section shall be grounds for denial or revocation of a mobile vendor permit in accordance with section 13-162 of the City Code, denial of a business tax receipt, revocation an existing business tax receipt or may result in code enforcement or civil action against the mobile vendor or the owner of the subject property, or both.

(Ord. No. 17-16-LC, § 2, 3-19-18)

Allowable Districts for Mobile Vendors

NORTH

City Limits

Okaloosa County

Long Term Operations (72 hours or more) and Short Term Operations (72 hours or less)

Short Term Operations (72 hours or less)