

**REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 20, 2023
ANNEX COUNCIL CHAMBERS
6:00 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

- A. Destin Youth Council Presentation - Approval of Resolution Supporting Discounted Mid-Bay Bridge Toll Rates for Local High School Students
- B. Proclamation - April Water Conservation Month
- C. Okaloosa-Walton Homeless Continuum of Care - Ms. Crystal Harrison, Executive Director for the Homelessness & Housing Alliance

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. Auction Services, agreement with GovDeals.com, piggyback off Okaloosa County contract
- B. Resurfacing and Re-Striping Scenic Hwy 98, west loop to Cobia Street
- C. ForeRunner Floodplain Management Software, authorization for purchase
- D. Public parking support for Destin's 66th Annual Blessing of the Fleet and Community Fish Fry on Thursday, May 18, 2023
- E. Easement consent for the placement of utility undergrounding equipment
- F. Tymco 600ss Street Sweeper, authorization to purchase, acceptance of trade-in offer
- G. Single-Family Residential Marine Construction Proposed at 523 Norriego Rd
- H. Single-Family Residential Marine Construction Proposed at 525 B Calhoun Ave
- I. Single-Family Residential Marine Construction Proposed at 783 Bayou Dr.
- J. Single-Family Residential Marine Construction Proposed at 4136 Belcourt Dr
- K. Approval of minutes of March 6, 2023 Regular City Council Meeting

4. CITY MANAGER REPORTS

- A. FY 2022 Annual Audit and Financial Statements
- B. Discussion on Code Amendment for Code Compliance Lien Reduction Requests

- C. Acquisition of Property for the Crosstown Connector
- D. Issuance of Certificate of Occupancy - Capt. Royal Melvin Heritage Park
- E. Subaward Agreement Extension - Restore Act/Captain Royal Melvin
- F. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 23-03-CC - Providing for modifying city code Section 7-21 - Definitions, Section 7-23 - Burial Plots and Mausoleum Niches, Section 7-28 - Tombstone, Monument, and Markers - of the ordinance of the City of Destin regulating city cemeteries allowing upright monuments on burial plots throughout the Destin Memorial Cemetery Phase II, and restricting sales to only residents and immediate family, as currently defined in the code.

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

- A. Councilmember Sweetser
- B. Councilmember Geile
 - 1. Parking Fees
- C. Councilmember Destin
 - 1. US Hwy 98 and Stahlman Avenue Intersection / Traffic Corridor Study
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Wagner
 - 1. Red Light Cameras on U.S Hwy 98
 - 2. Annexation - Fact Finder
 - 3. Pickleball Update
- I. Land Use Attorney
- J. City Attorney
 - 1. Resolution 23-05 - Adopting fees for the purchase of burial plots
 - 2. The city council to excuse the absence of Councilmember Matthew Sweetser

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

8. ADJOURN

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

A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

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

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

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

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242. Personas con discapacidades que necesitan asistencia o personas que necesitan ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Rey Bailey, City Clerk

DATE: March 15, 2023

SUBJECT: Destin Youth Council Presentation - Approval of Resolution Supporting Discounted Mid-Bay Bridge Toll Rates for Local High School Students

I. BACKGROUND: At their March 14th meeting, the Destin Youth Council finalized a proposed resolution asking the Mid-Bay Bridge Authority to initiate a review of its toll schedule with the goal of providing additional relief to eligible high school students. The Youth Council Chair will present and try to obtain the city council's support of that resolution.

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:** Enhanced Quality of Life
- B. Effect on Budget (EOB):** None. This is a volunteer committee.
- C. Level of Service (LOS):** The rate reduction will help many families financially.
- D. Legislative Sponsor:**

III. CONCLUSION: The Destin Youth Council seeks city council's approval to send proposed resolution to the Mid-Bay Bridge Authority.

IV. RECOMMENDED MOTION: Motion to approve Resolution 23-05;

Attachments:

1. Resolution 23-05 - Discounted Mid-Bay Bridge Toll Rates for High School Students

RESOLUTION 23-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, SUPPORTING DISCOUNTED MID-BAY BRIDGE TOLL RATES FOR LOCAL HIGH SCHOOL STUDENTS

WHEREAS, approximately 18 students who live in the City of Destin attend Niceville High School, and approximately 24 students who live in the City of Niceville attend Destin High School; and

WHEREAS, these students travel through the Mid-Bay Bridge several times a day not only for academic purposes but also for other extracurricular activities such as sports, cheerleading, student government, community service, band, and theater; and

WHEREAS, hundreds of other students in both schools cross the Mid-Bay Bridge regularly to attend sporting events; and

WHEREAS, having to cross the bridge daily costs a great sum of money creating a financial hardship to families especially those with high school students involve in athletic and various other activities; and

WHEREAS, a Destin Youth Council member and a Destin resident spends an average of \$90 a week traveling to Niceville as a dual dual-enrollment student and a member of the cheerleading squad; and

WHEREAS, another Destin Youth Council member and Destin resident spends an average of \$45 a week to travel to Niceville as he is enrolled at the Collegiate High School at the Northwest Florida State College; and

WHEREAS, recommend the Mid-Bay Bridge Authority (MBBA) initiate a review of its toll schedule with the goal of providing additional relief to eligible high school students; and

WHEREAS, request MBBA considers reducing the cash transaction rate without SunPass from \$4.00 to \$3.00 for high school students; and

WHEREAS, request MBBA considers reducing the SunPass discount rate from \$3.00 to \$2.50 for high school students; and

WHEREAS, request MBBA considers reducing the monthly transaction threshold for frequent users to as low as 20 trips per month for high school students with SunPass to qualify for the frequent user discount rate of \$2.00; and

WHEREAS, request MBBA considers the individual school distribution of application for approved stickers for the high school students' windshield; and

WHEREAS, signed petition consisting of 321 signatures from high school students who support this initiative have been collected.

NOW, THEREFORE, BE IT RESOLVED that the City of Destin recommends discounted toll rates for eligible high school students.

ADOPTED THIS 20TH DAY OF MARCH 2023

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk



City of Destin

Proclamation

Water Conservation Month

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, Destin Water Users, Inc. is the water provider for the City of Destin; and

WHEREAS, the State of Florida, Water Management Districts, the City of Destin, and Destin Water Users are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Destin, Destin Water Users and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, Destin Water Users has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school, and citizen can make a difference when it comes to conserving water and thus promote a healthy economy and community; and

WHEREAS, leak prevention is commonly thought to be the first step in conserving water, Destin Water Users will encourage citizens and businesses to focus on fixing leaks;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Destin do hereby proclaim the month of April as ***Water Conservation Month***. Destin Water Users and the City of Destin are both calling upon each citizen and business to help protect our precious resources by practicing water-saving measures and becoming more aware of the need to save water. For this, the 25th year of Water Conservation Month, there will be a special focus on fixing leaks and all forms of water loss.

SO, DONE THIS 20TH DAY OF MARCH 2023
BY:

Bobby Wagner, Mayor

SPEAKER'S FORM
City of Destin Council Meeting

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

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

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

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

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

DATE OF REQUEST: 03/14/2023 ***COUNCIL MEETING DATE:** 03/20/2023

***NAME:** Crystal R. Harrison ***PHONE #:** 850-737-3045

ADDRESS: 151 Mary Esther Blvd, Unit 509 **EMAIL:** crystal@hhalliance.org

***TOPIC/ISSUE** Annual Point in Time Count and Okaloosa Walton Homeless Continuum of Care

***HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?**
No

***DESIRED ACTION BY COUNCIL?** Partnership and Advocacy

PRESENTATION MATERIALS ATTACHED?: YES X NO _____ **# OF PAGES** 41

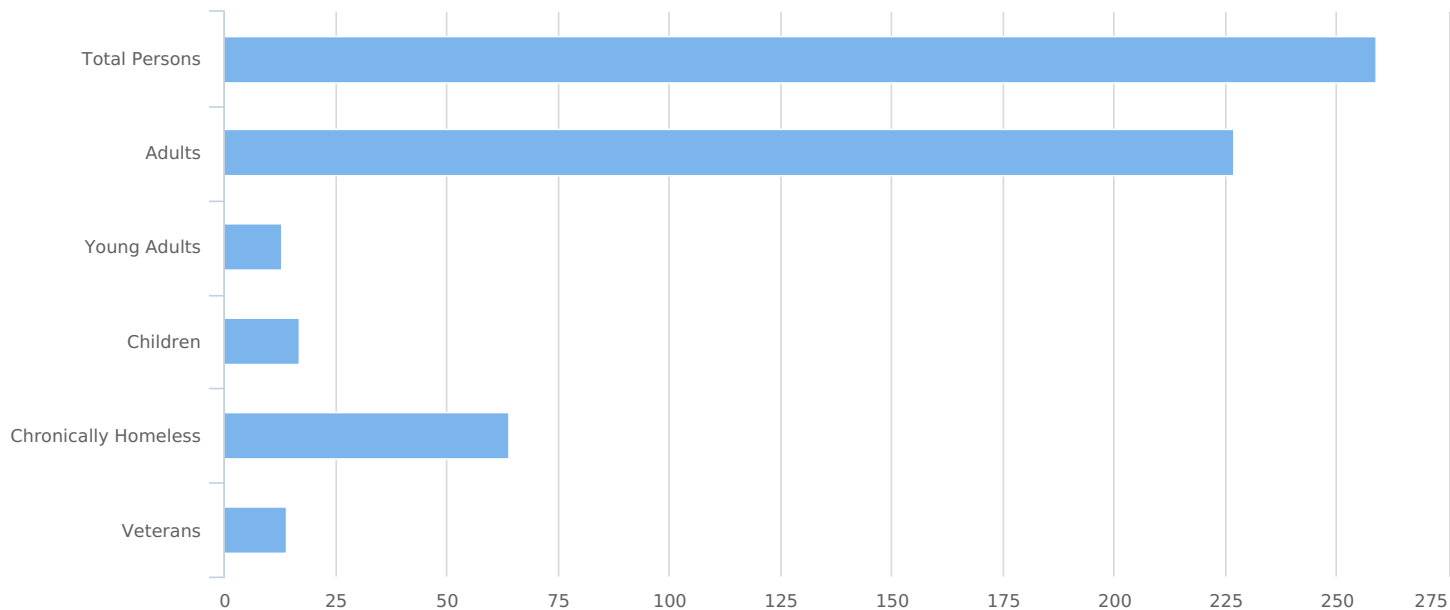
HUD Point in Time Report - Unsheltered

Count:	Okaloosa and Walton Counties 2023 Point in Time Count	Geography:	All Geographies
Created by:	McManus,Dianne	Created on:	02/02/2023 12:14 PM

Summary

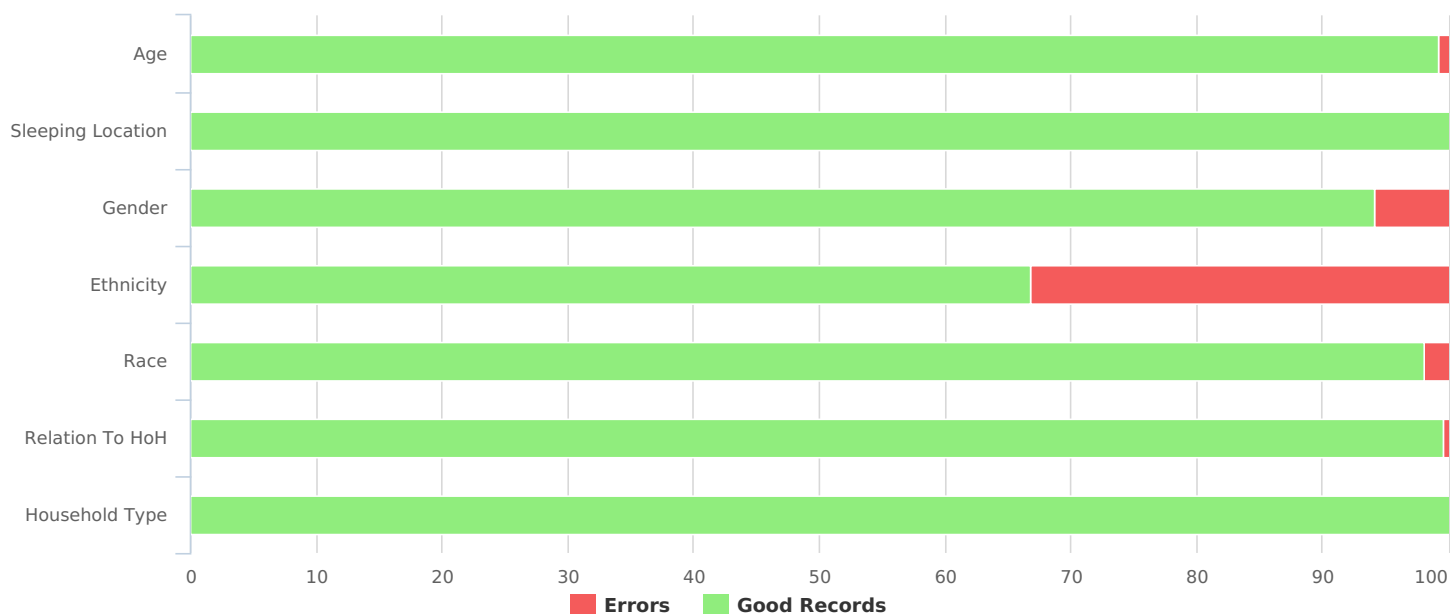


Total number of persons	259
Number of children (under age 18)	17
Number of youth (age 18 to 24)	13
Number of adults (age 25 to 34)	37
Number of adults (age 35 to 44)	64
Number of adults (age 45 to 54)	55
Number of adults (age 55 to 64)	54
Number of adults (age 65 or older)	17
Observed age 25 or older	2
Unknown Age	0
Chronically Homeless	64
Veterans	14



Data Quality Checks

Persons Missing Age Information	2
Persons Missing Sleeping Location	0
Persons Missing Gender	15
Persons Missing Ethnicity	86
Persons Missing Race	5
Persons Missing Relation to HoH	1
Persons with Unknown Household Type	0



All Households

Households with at Least One Adult and One Child

Household and Person Breakdown

Total number of households	9
Total number of persons	33
Number of children (under age 18)	16
Number of youth (age 18 to 24)	2
Number of adults (age 25 to 34)	6
Number of adults (age 35 to 44)	6
Number of adults (age 45 to 54)	2
Number of adults (age 55 to 64)	0
Number of adults (age 65 or older)	1
Observed age 25 or older	0

Gender

Female	16
Male	12
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity

Non-Hispanic/Non-Latin(a)(o)(x)	19
Hispanic/Latin(a)(o)(x)	0

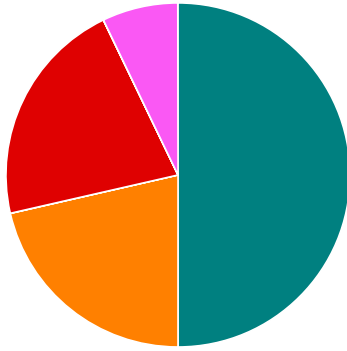
Race

White	14
Black, African American, or African	6
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	6
Native Hawaiian or Pacific Islander	0
Multiple Races	2

Chronically Homeless

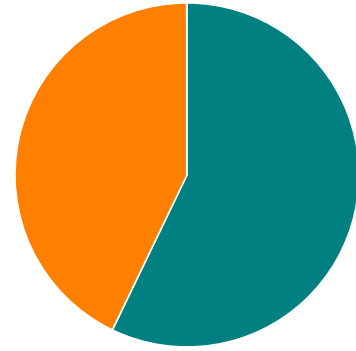
Total number of households	3
Total number of persons	11

Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Households without Children

Household and Person Breakdown

Total number of households	217
Total number of persons	225
Number of youth (age 18 to 24)	11
Number of adults (age 25 to 34)	31
Number of adults (age 35 to 44)	58
Number of adults (age 45 to 54)	53
Number of adults (age 55 to 64)	54
Number of adults (age 65 or older)	16
Observed age 25 or older	2

Gender

Female	64
Male	148
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	3
Questioning	0

Ethnicity

Non-Hispanic/Non-Latin(a)(o)(x)	144
Hispanic/Latin(a)(o)(x)	8

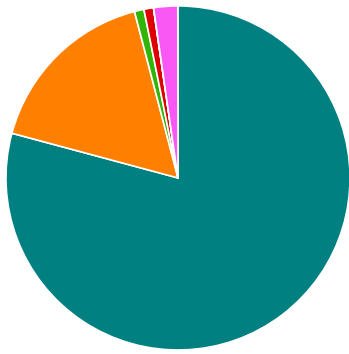
Race

White	175
Black, African American, or African	37
Asian or Asian American	2
American Indian, Alaska Native, or Indigenous	2
Native Hawaiian or Pacific Islander	0
Multiple Races	5

Chronically Homeless

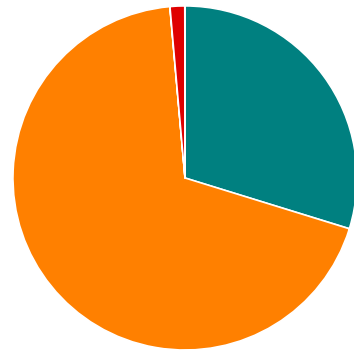
Total number of persons	53
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Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Households with Only Children

Household and Person Breakdown

Total number of households	1
Total number of children (persons under age 18)	1

Gender

Female	0
Male	1
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity

Non-Hispanic/Non-Latin(a)(o)(x)	1
Hispanic/Latin(a)(o)(x)	0

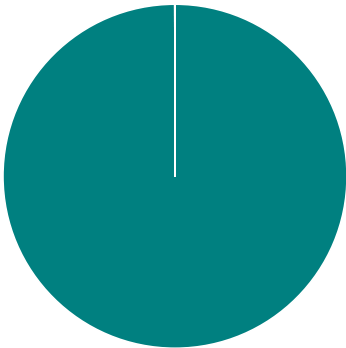
Race

White	1
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

Chronically Homeless

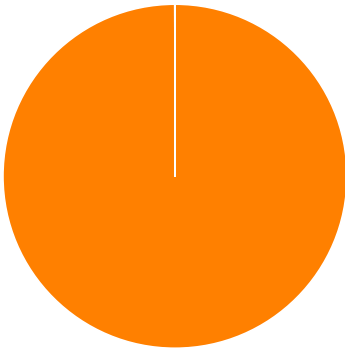
Total number of persons	0
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Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Veteran Households

Veteran Households with at Least One Adult and One Child

Household and Person Breakdown

Total number of households	0
Total number of persons	0
Total number of Veterans	0

Gender (veterans only)

Female	0
Male	0
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity (veterans only)

Non-Hispanic/Non-Latin(a)(o)(x)	0
Hispanic/Latin(a)(o)(x)	0

Race (veterans only)

White	0
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

Chronically Homeless

Total number of households	0
Total number of persons	0

Race

Gender

■ White
 ■ Black or African American
 ■ Asian
 ■ American Indian
 ■ Native Hawaiian
 ■ Multiple

■ Female
 ■ Male
 ■ Transgender
 ■ A gender other than singularly...
 ■ Questioning

Veteran Households without Children

Household and Person Breakdown

Total number of households	14
Total number of persons	14
Total Number of Veterans	14

Gender (veterans only)

Female	2
Male	11
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	1
Questioning	0

Ethnicity (veterans only)

Non-Hispanic/Non-Latin(a)(o)(x)	13
Hispanic/Latin(a)(o)(x)	0

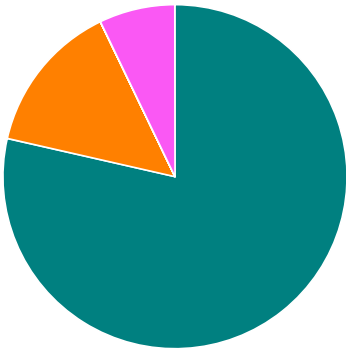
Race (veterans only)

White	11
Black, African American, or African	2
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	1

Chronically Homeless

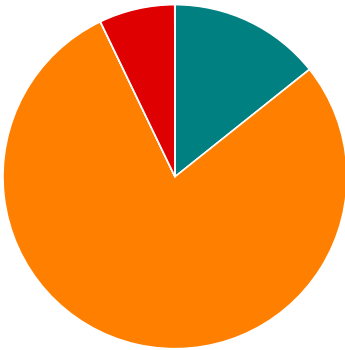
Total number of households	0
Total number of persons	0

Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Youth Households

Unaccompanied Youth Households

Household and Person Breakdown

Total number of unaccompanied youth households	12
Total number of unaccompanied youth	12
Number of unaccompanied youth (under age 18)	1
Number of unaccompanied youth (age 18 to 24)	11

Gender (unaccompanied youth)

Female	3
Male	8
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity (unaccompanied youth)

Non-Hispanic/Non-Latin(a)(o)(x)	9
Hispanic/Latin(a)(o)(x)	0

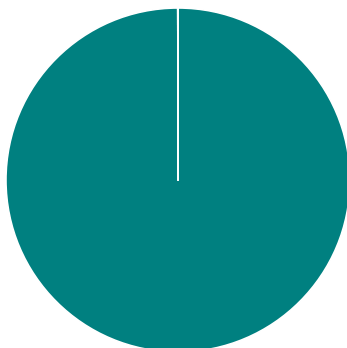
Race (unaccompanied youth)

White	12
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

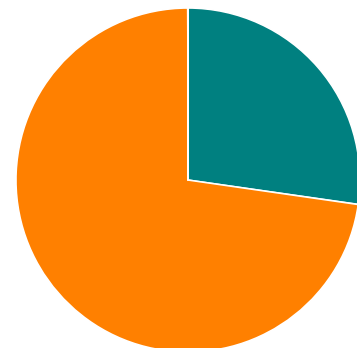
Chronically Homeless

Total number of persons	0
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Race



Gender



■ White
 ■ Black or African American
 ■ Asian
 ■ American Indian
 ■ Native Hawaiian
 ■ Multiple

■ Female
 ■ Male
 ■ Transgender
 ■ A gender other than singularly...
 ■ Questioning

Parenting Youth

Household and Person Breakdown

Total number of parenting youth households	0
Total number of persons in parenting youth households	0
Total Parenting Youth (youth parents only)	0
Total Children in Parenting Youth Households	0
Number of parenting youth under age 18	0
Children in households with parenting youth under age 18	0
Number of parenting youth age 18 to 24	0
Children in households with parenting youth age 18 to 24	0

Gender (youth parents only)

Female	0
Male	0
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity (youth parents only)

Non-Hispanic/Non-Latin(a)(o)(x)	0
Hispanic/Latin(a)(o)(x)	0

Race (youth parents only)

White	0
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

Chronically Homeless

Total number of households	0
Total number of persons	0

Race

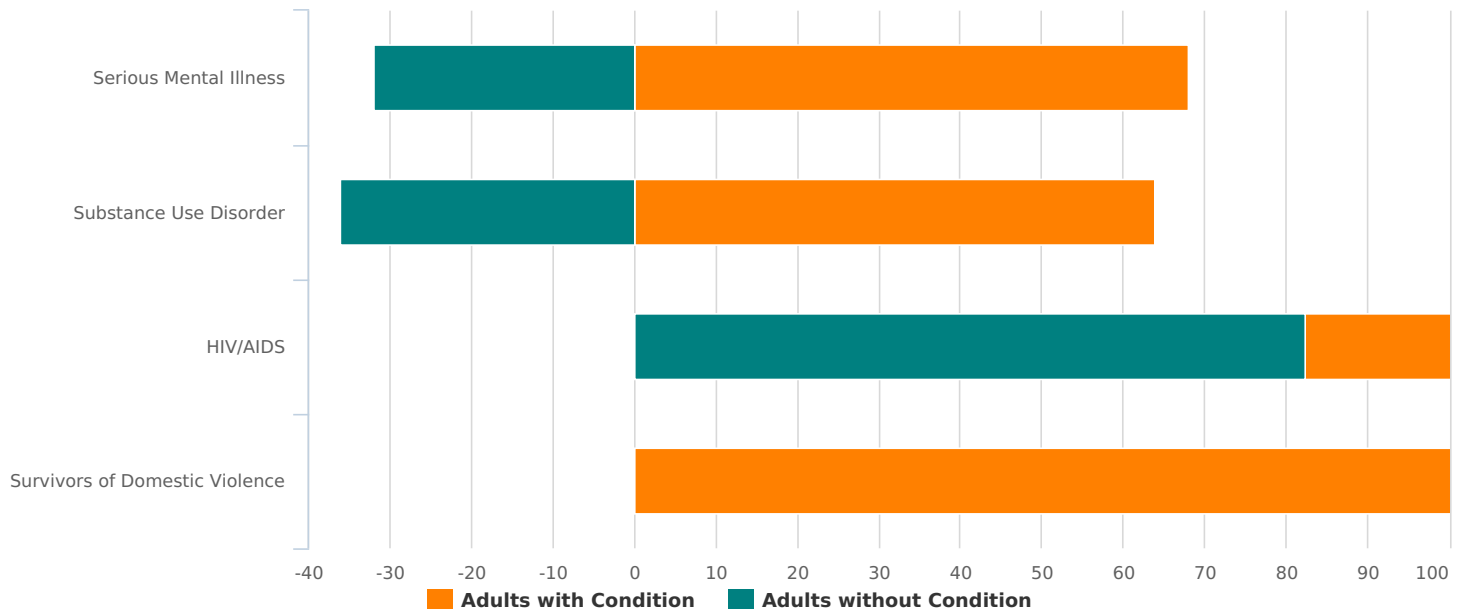
Gender

White Black or African American Asian
American Indian Native Hawaiian Multiple

Female Male Transgender
A gender other than singularly... Questioning

Additional Homeless Populations (Adults Only)

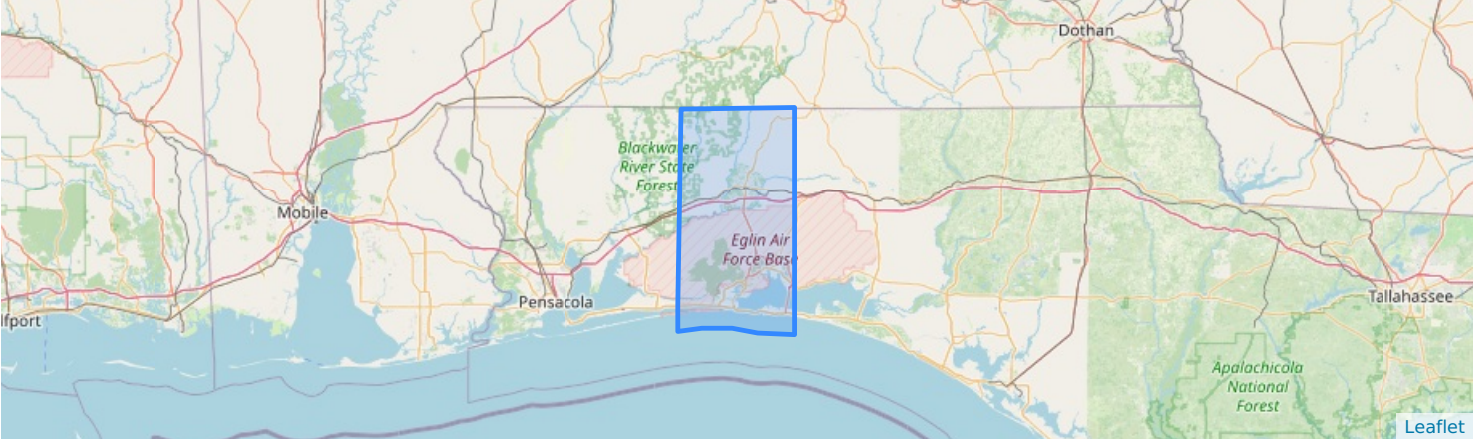
Adults with a Serious Mental Illness	32
Adults with a Substance Use Disorder	39
Adults with HIV/AIDS	3
Adult Survivors of Domestic Violence (optional)	17



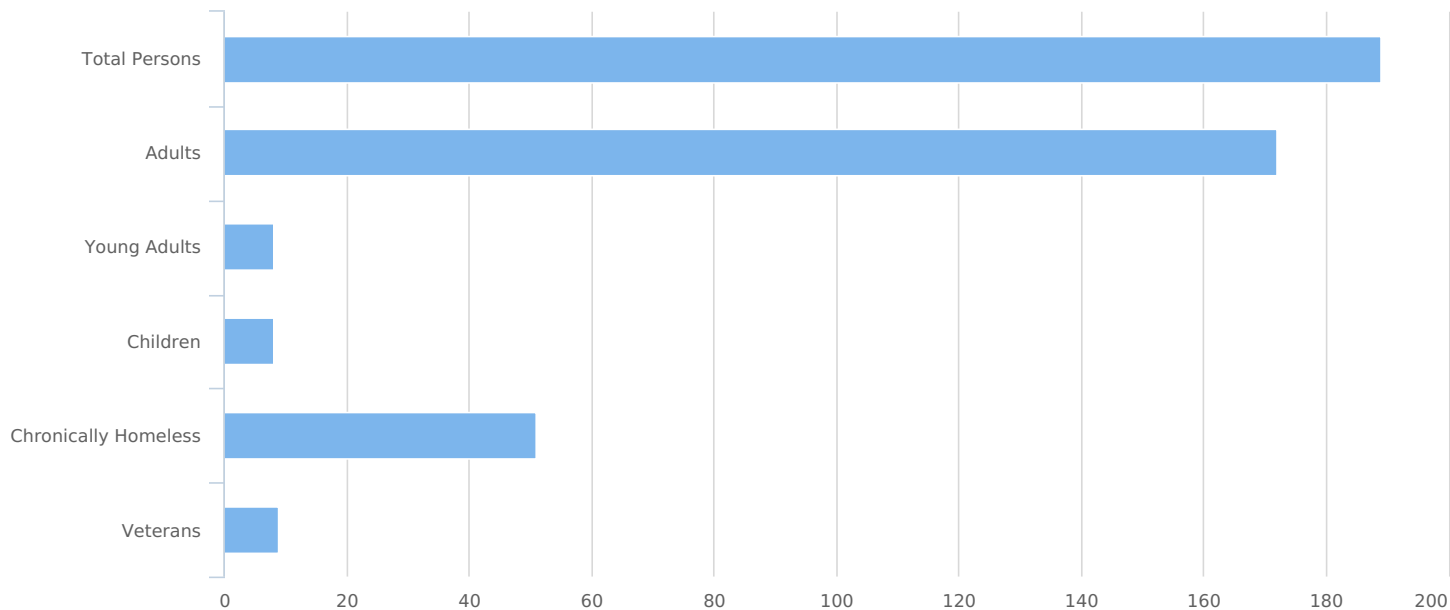
HUD Point in Time Report - Unsheltered

Count:	Okaloosa and Walton Counties 2023 Point in Time Count	Geography:	Okaloosa
Created by:	McManus,Dianne	Created on:	02/02/2023 12:20 PM

Summary

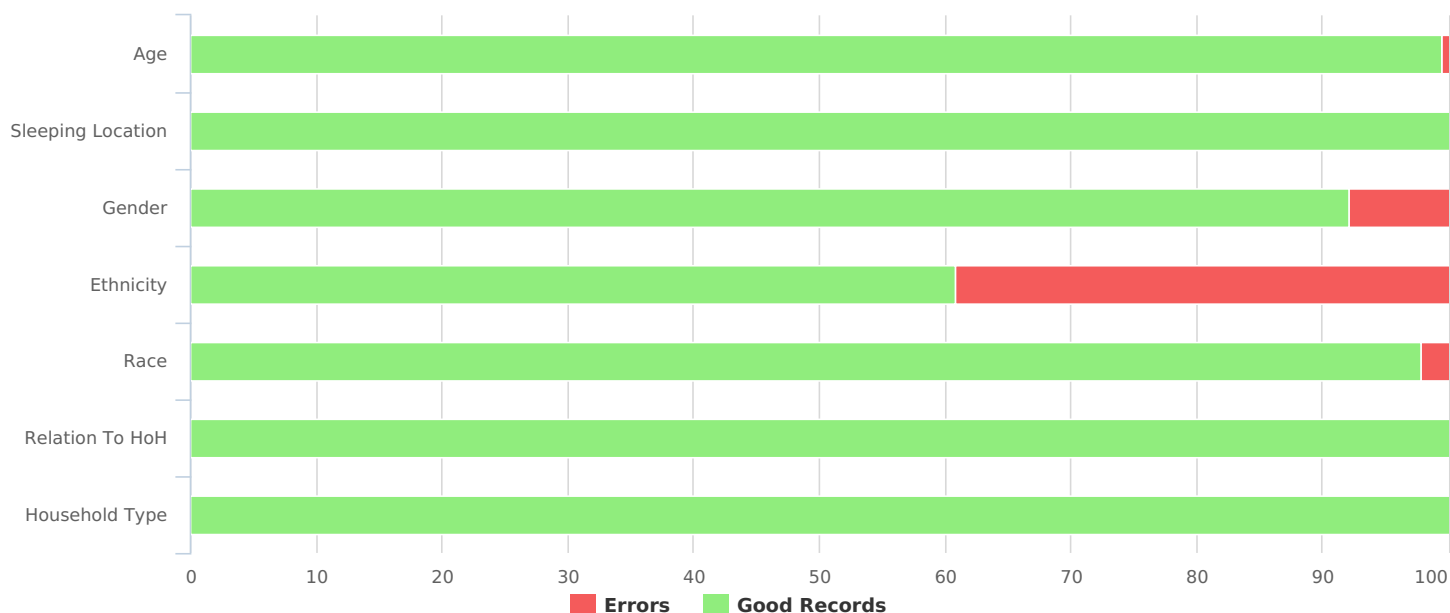


Total number of persons	189
Number of children (under age 18)	8
Number of youth (age 18 to 24)	8
Number of adults (age 25 to 34)	29
Number of adults (age 35 to 44)	43
Number of adults (age 45 to 54)	41
Number of adults (age 55 to 64)	46
Number of adults (age 65 or older)	13
Observed age 25 or older	1
Unknown Age	0
Chronically Homeless	51
Veterans	9



Data Quality Checks

Persons Missing Age Information	1
Persons Missing Sleeping Location	0
Persons Missing Gender	15
Persons Missing Ethnicity	74
Persons Missing Race	4
Persons Missing Relation to HoH	0
Persons with Unknown Household Type	0



All Households

Households with at Least One Adult and One Child

Household and Person Breakdown

Total number of households	4
Total number of persons	14
Number of children (under age 18)	8
Number of youth (age 18 to 24)	1
Number of adults (age 25 to 34)	3
Number of adults (age 35 to 44)	2
Number of adults (age 45 to 54)	0
Number of adults (age 55 to 64)	0
Number of adults (age 65 or older)	0
Observed age 25 or older	0

Gender

Female	7
Male	2
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity

Non-Hispanic/Non-Latin(a)(o)(x)	2
Hispanic/Latin(a)(o)(x)	0

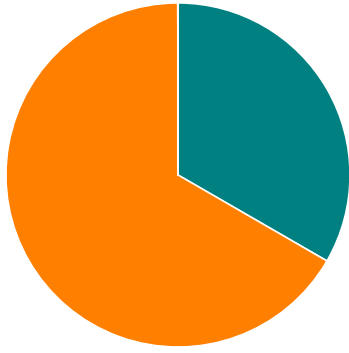
Race

White	3
Black, African American, or African	6
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

Chronically Homeless

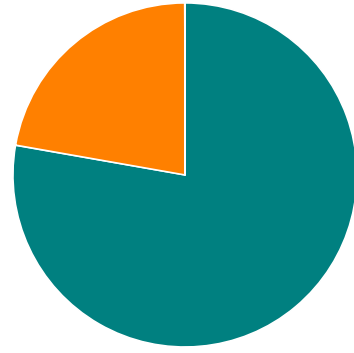
Total number of households	2
Total number of persons	7

Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Households without Children

Household and Person Breakdown

Total number of households	170
Total number of persons	175
Number of youth (age 18 to 24)	7
Number of adults (age 25 to 34)	26
Number of adults (age 35 to 44)	41
Number of adults (age 45 to 54)	41
Number of adults (age 55 to 64)	46
Number of adults (age 65 or older)	13
Observed age 25 or older	1

Gender

Female	47
Male	116
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	2
Questioning	0

Ethnicity

Non-Hispanic/Non-Latin(a)(o)(x)	105
Hispanic/Latin(a)(o)(x)	7

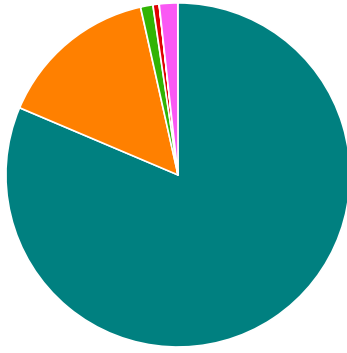
Race

White	140
Black, African American, or African	26
Asian or Asian American	2
American Indian, Alaska Native, or Indigenous	1
Native Hawaiian or Pacific Islander	0
Multiple Races	3

Chronically Homeless

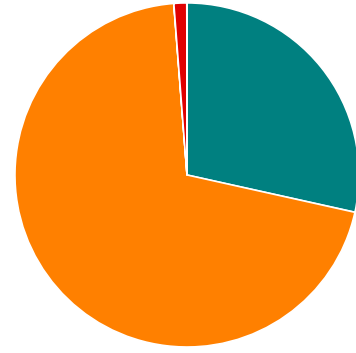
Total number of persons	44
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Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Households with Only Children

Household and Person Breakdown

Total number of households	0
Total number of children (persons under age 18)	0

Gender

Female	0
Male	0
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity

Non-Hispanic/Non-Latin(a)(o)(x)	0
Hispanic/Latin(a)(o)(x)	0

Race

White	0
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

Chronically Homeless

Total number of persons	0
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Race

Gender



Veteran Households

Veteran Households with at Least One Adult and One Child

Household and Person Breakdown

Total number of households	0
Total number of persons	0
Total number of Veterans	0

Gender (veterans only)

Female	0
Male	0
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity (veterans only)

Non-Hispanic/Non-Latin(a)(o)(x)	0
Hispanic/Latin(a)(o)(x)	0

Race (veterans only)

White	0
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

Chronically Homeless

Total number of households	0
Total number of persons	0

Race

Gender

■ White
 ■ Black or African American
 ■ Asian
 ■ American Indian
 ■ Native Hawaiian
 ■ Multiple

■ Female
 ■ Male
 ■ Transgender
 ■ A gender other than singularly...
 ■ Questioning

Veteran Households without Children

Household and Person Breakdown

Total number of households	9
Total number of persons	9
Total Number of Veterans	9

Gender (veterans only)

Female	0
Male	8
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	1
Questioning	0

Ethnicity (veterans only)

Non-Hispanic/Non-Latin(a)(o)(x)	9
Hispanic/Latin(a)(o)(x)	0

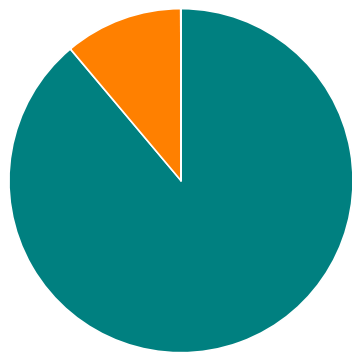
Race (veterans only)

White	8
Black, African American, or African	1
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

Chronically Homeless

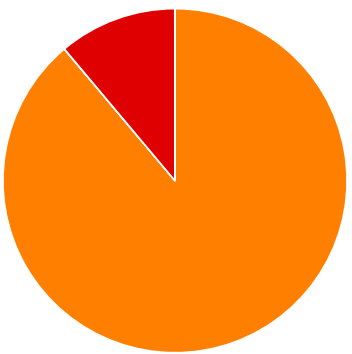
Total number of households	0
Total number of persons	0

Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly female or male Questioning

Youth Households

Unaccompanied Youth Households

Household and Person Breakdown

Total number of unaccompanied youth households	7
Total number of unaccompanied youth	7
Number of unaccompanied youth (under age 18)	0
Number of unaccompanied youth (age 18 to 24)	7

Gender (unaccompanied youth)

Female	2
Male	4
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity (unaccompanied youth)

Non-Hispanic/Non-Latin(a)(o)(x)	4
Hispanic/Latin(a)(o)(x)	0

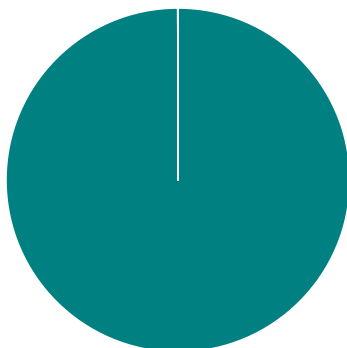
Race (unaccompanied youth)

White	7
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

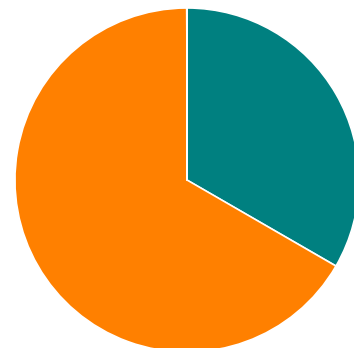
Chronically Homeless

Total number of persons	0
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Race



Gender



■ White
 ■ Black or African American
 ■ Asian
 ■ American Indian
 ■ Native Hawaiian
 ■ Multiple

■ Female
 ■ Male
 ■ Transgender
 ■ A gender other than singularly...
 ■ Questioning

Parenting Youth

Household and Person Breakdown

Total number of parenting youth households	0
Total number of persons in parenting youth households	0
Total Parenting Youth (youth parents only)	0
Total Children in Parenting Youth Households	0
Number of parenting youth under age 18	0
Children in households with parenting youth under age 18	0
Number of parenting youth age 18 to 24	0
Children in households with parenting youth age 18 to 24	0

Gender (youth parents only)

Female	0
Male	0
Transgender	0
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0
Questioning	0

Ethnicity (youth parents only)

Non-Hispanic/Non-Latin(a)(o)(x)	0
Hispanic/Latin(a)(o)(x)	0

Race (youth parents only)

White	0
Black, African American, or African	0
Asian or Asian American	0
American Indian, Alaska Native, or Indigenous	0
Native Hawaiian or Pacific Islander	0
Multiple Races	0

Chronically Homeless

Total number of households	0
Total number of persons	0

Race

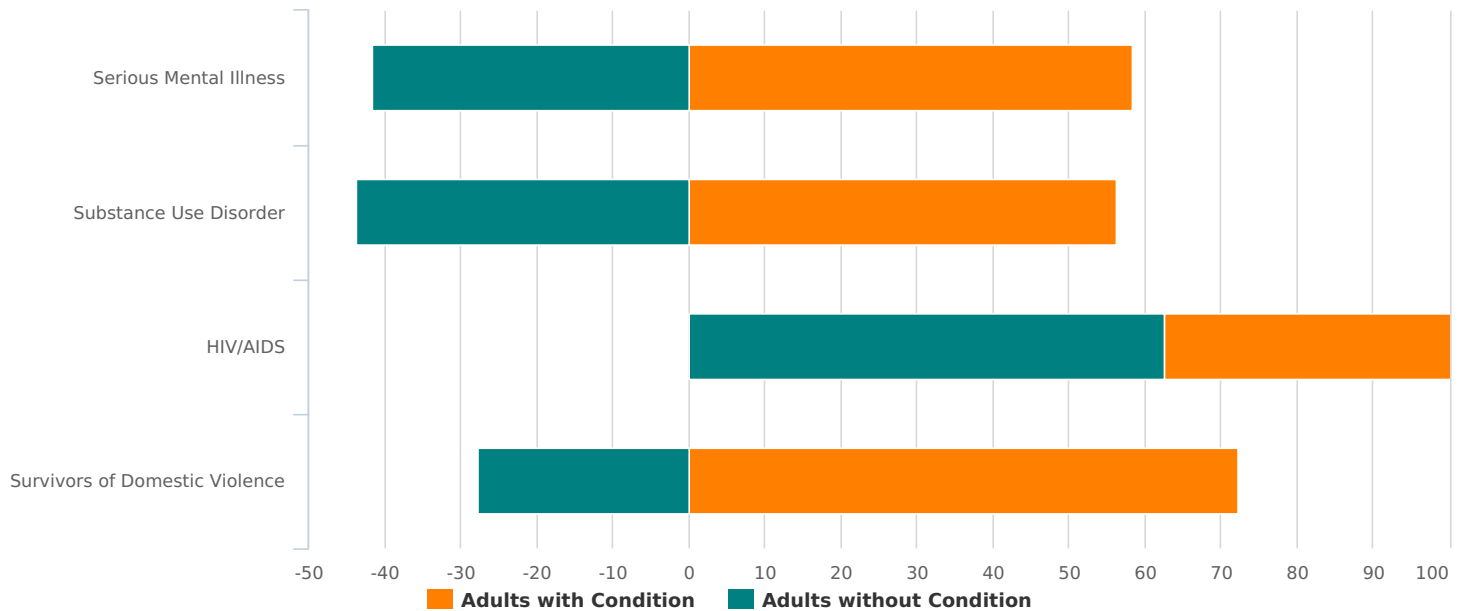
Gender

White Black or African American Asian
American Indian Native Hawaiian Multiple

Female Male Transgender
A gender other than singularly... Questioning

Additional Homeless Populations (Adults Only)

Adults with a Serious Mental Illness	28
Adults with a Substance Use Disorder	36
Adults with HIV/AIDS	3
Adult Survivors of Domestic Violence (optional)	13



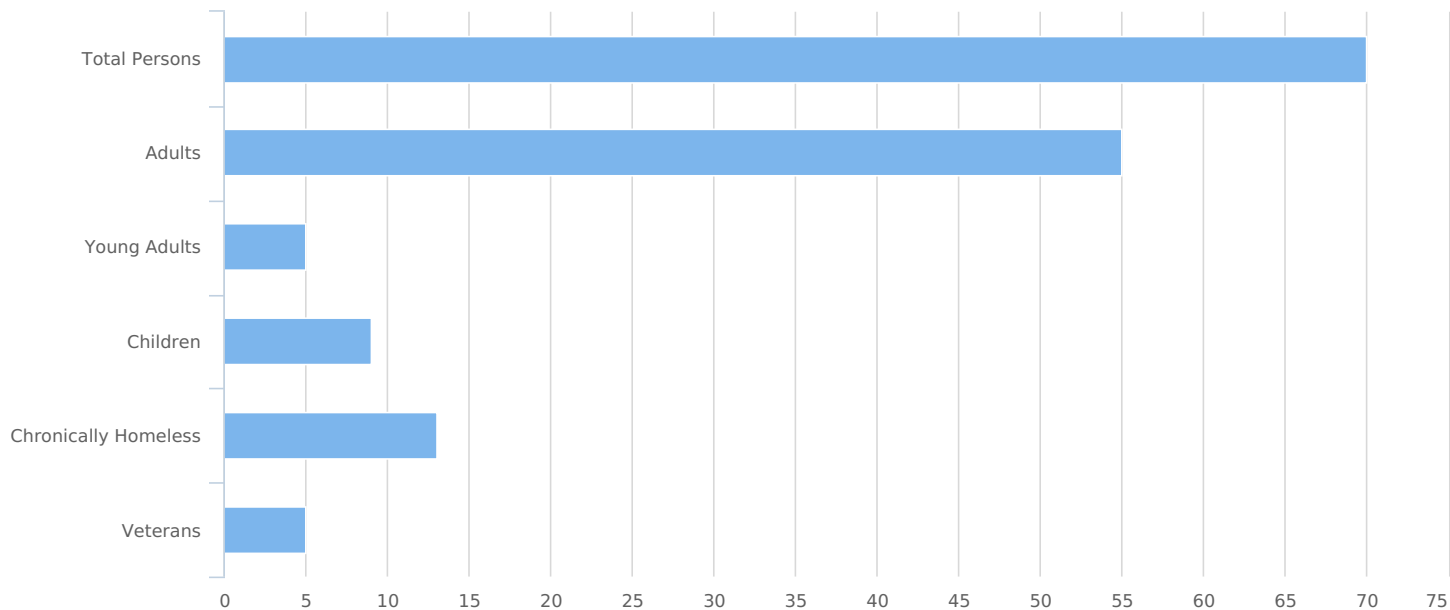
HUD Point in Time Report - Unsheltered

Count:	Okaloosa and Walton Counties 2023 Point in Time Count	Geography:	Walton
Created by:	McManus,Dianne	Created on:	02/02/2023 12:28 PM

Summary

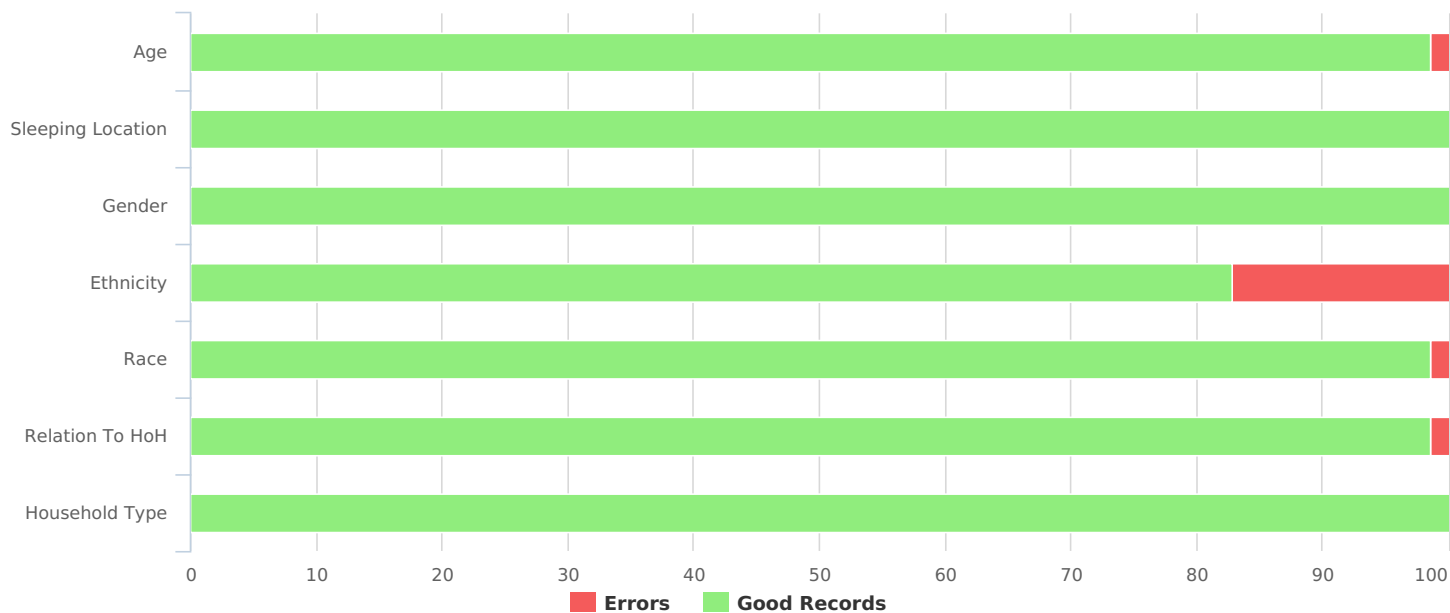


Total number of persons	70
Number of children (under age 18)	9
Number of youth (age 18 to 24)	5
Number of adults (age 25 to 34)	8
Number of adults (age 35 to 44)	21
Number of adults (age 45 to 54)	14
Number of adults (age 55 to 64)	8
Number of adults (age 65 or older)	4
Observed age 25 or older	1
Unknown Age	0
Chronically Homeless	13
Veterans	5



Data Quality Checks

Persons Missing Age Information	1
Persons Missing Sleeping Location	0
Persons Missing Gender	0
Persons Missing Ethnicity	12
Persons Missing Race	1
Persons Missing Relation to HoH	1
Persons with Unknown Household Type	0



All Households

Households with at Least One Adult and One Child

Household and Person Breakdown

Total number of households	5
Total number of persons	19
Number of children (under age 18)	8
Number of youth (age 18 to 24)	1
Number of adults (age 25 to 34)	3
Number of adults (age 35 to 44)	4
Number of adults (age 45 to 54)	2
Number of adults (age 55 to 64)	0
Number of adults (age 65 or older)	1
Observed age 25 or older	0

Gender

	Actual Count	Estimated Count	Total Gender Response Rate
Female	9	9	100%
Male	10	10	100%
Transgender	0	0	100%
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0	0	100%
Questioning	0	0	100%

Ethnicity

	Actual Count	Estimated Count	Total Ethnicity Response Rate
Non-Hispanic/Non-Latin(a)(o)(x)	17	19	89%
Hispanic/Latin(a)(o)(x)	0	0	89%

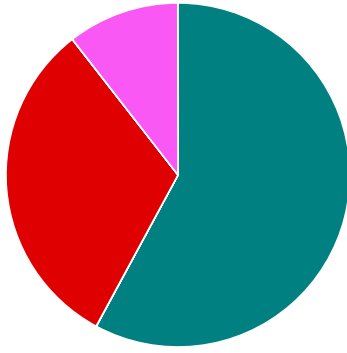
Race

	Actual Count	Estimated Count	Total Race Response Rate
White	11	11	100%
Black, African American, or African	0	0	100%
Asian or Asian American	0	0	100%
American Indian, Alaska Native, or Indigenous	6	6	100%
Native Hawaiian or Pacific Islander	0	0	100%
Multiple Races	2	2	100%

Chronically Homeless

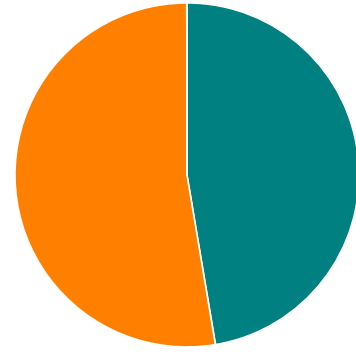
Total number of households	1
Total number of persons	4

Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Households without Children

Household and Person Breakdown

Total number of households	47
Total number of persons	50
Number of youth (age 18 to 24)	4
Number of adults (age 25 to 34)	5
Number of adults (age 35 to 44)	17
Number of adults (age 45 to 54)	12
Number of adults (age 55 to 64)	8
Number of adults (age 65 or older)	3
Observed age 25 or older	1

Gender

	Actual Count	Estimated Count	Total Gender Response Rate
Female	17	17	100%
Male	32	32	100%
Transgender	0	0	100%
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	1	1	100%
Questioning	0	0	100%

Ethnicity

	Actual Count	Estimated Count	Total Ethnicity Response Rate
Non-Hispanic/Non-Latin(a)(o)(x)	39	48.75	80%
Hispanic/Latin(a)(o)(x)	1	1.25	80%

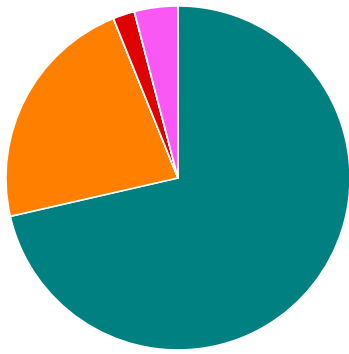
Race

	Actual Count	Estimated Count	Total Race Response Rate
White	35	35.71	98%
Black, African American, or African	11	11.22	98%
Asian or Asian American	0	0	98%
American Indian, Alaska Native, or Indigenous	1	1.02	98%
Native Hawaiian or Pacific Islander	0	0	98%
Multiple Races	2	2.04	98%

Chronically Homeless

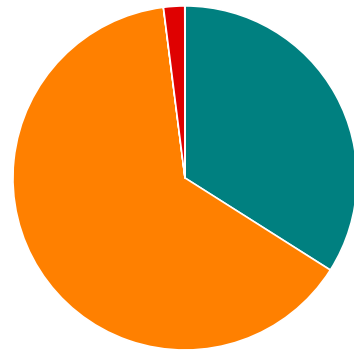
Total number of persons	9
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Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Households with Only Children

Household and Person Breakdown

Total number of households	1
Total number of children (persons under age 18)	1

Gender

	Actual Count	Estimated Count	Total Gender Response Rate
Female	0	0	100%
Male	1	1	100%
Transgender	0	0	100%
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0	0	100%
Questioning	0	0	100%

Ethnicity

	Actual Count	Estimated Count	Total Ethnicity Response Rate
Non-Hispanic/Non-Latin(a)(o)(x)	1	1	100%
Hispanic/Latin(a)(o)(x)	0	0	100%

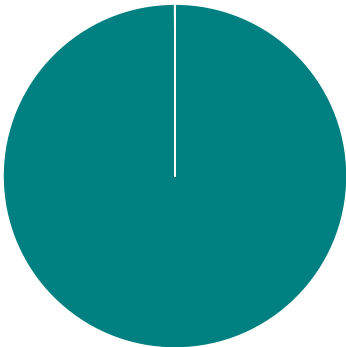
Race

	Actual Count	Estimated Count	Total Race Response Rate
White	1	1	100%
Black, African American, or African	0	0	100%
Asian or Asian American	0	0	100%
American Indian, Alaska Native, or Indigenous	0	0	100%
Native Hawaiian or Pacific Islander	0	0	100%
Multiple Races	0	0	100%

Chronically Homeless

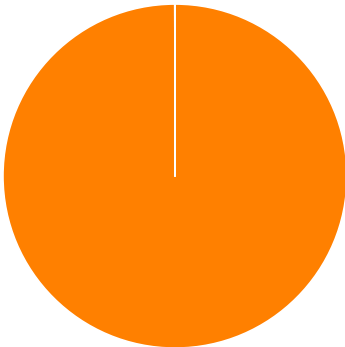
Total number of persons	0
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Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Veteran Households

Veteran Households with at Least One Adult and One Child

Household and Person Breakdown

Total number of households	0
Total number of persons	0
Total number of Veterans	0

Gender (veterans only)

	Actual Count	Estimated Count	Total Gender Response Rate
Female	0	0	-
Male	0	0	-
Transgender	0	0	-
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0	0	-
Questioning	0	0	-

Ethnicity (veterans only)

	Actual Count	Estimated Count	Total Ethnicity Response Rate
Non-Hispanic/Non-Latin(a)(o)(x)	0	0	-
Hispanic/Latin(a)(o)(x)	0	0	-

Race (veterans only)

	Actual Count	Estimated Count	Total Race Response Rate
White	0	0	-
Black, African American, or African	0	0	-
Asian or Asian American	0	0	-
American Indian, Alaska Native, or Indigenous	0	0	-
Native Hawaiian or Pacific Islander	0	0	-
Multiple Races	0	0	-

Chronically Homeless

Total number of households	0
Total number of persons	0

Race

Gender

White Black or African American Asian
American Indian Native Hawaiian Multiple

Female Male Transgender
A gender other than singularly... Questioning

Veteran Households without Children

Household and Person Breakdown

Total number of households	5
Total number of persons	5
Total Number of Veterans	5

Gender (veterans only)

	Actual Count	Estimated Count	Total Gender Response Rate
Female	2	2	100%
Male	3	3	100%
Transgender	0	0	100%
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0	0	100%
Questioning	0	0	100%

Ethnicity (veterans only)

	Actual Count	Estimated Count	Total Ethnicity Response Rate
Non-Hispanic/Non-Latin(a)(o)(x)	4	5	80%
Hispanic/Latin(a)(o)(x)	0	0	80%

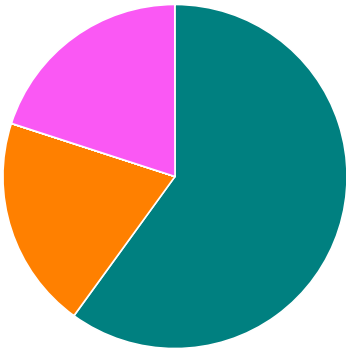
Race (veterans only)

	Actual Count	Estimated Count	Total Race Response Rate
White	3	3	100%
Black, African American, or African	1	1	100%
Asian or Asian American	0	0	100%
American Indian, Alaska Native, or Indigenous	0	0	100%
Native Hawaiian or Pacific Islander	0	0	100%
Multiple Races	1	1	100%

Chronically Homeless

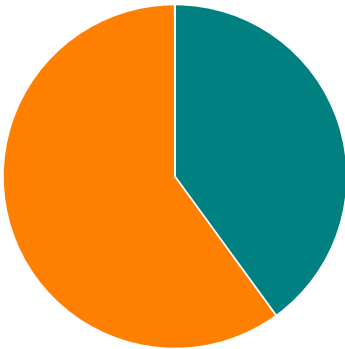
Total number of households	0
Total number of persons	0

Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Youth Households

Unaccompanied Youth Households

Household and Person Breakdown

Total number of unaccompanied youth households	5
Total number of unaccompanied youth	5
Number of unaccompanied youth (under age 18)	1
Number of unaccompanied youth (age 18 to 24)	4

Gender (unaccompanied youth)

	Actual Count	Estimated Count	Total Gender Response Rate
Female	1	1	100%
Male	4	4	100%
Transgender	0	0	100%
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0	0	100%
Questioning	0	0	100%

Ethnicity (unaccompanied youth)

	Actual Count	Estimated Count	Total Ethnicity Response Rate
Non-Hispanic/Non-Latin(a)(o)(x)	5	5	100%
Hispanic/Latin(a)(o)(x)	0	0	100%

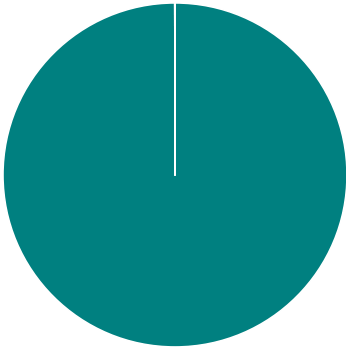
Race (unaccompanied youth)

	Actual Count	Estimated Count	Total Race Response Rate
White	5	5	100%
Black, African American, or African	0	0	100%
Asian or Asian American	0	0	100%
American Indian, Alaska Native, or Indigenous	0	0	100%
Native Hawaiian or Pacific Islander	0	0	100%
Multiple Races	0	0	100%

Chronically Homeless

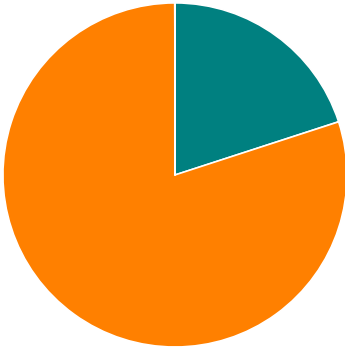
Total number of persons	0
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Race



White Black or African American Asian
American Indian Native Hawaiian Multiple

Gender



Female Male Transgender
A gender other than singularly... Questioning

Parenting Youth

Household and Person Breakdown

Total number of parenting youth households	0
Total number of persons in parenting youth households	0
Total Parenting Youth (youth parents only)	0
Total Children in Parenting Youth Households	0
Number of parenting youth under age 18	0
Children in households with parenting youth under age 18	0
Number of parenting youth age 18 to 24	0
Children in households with parenting youth age 18 to 24	0

Gender (youth parents only)

	Actual Count	Estimated Count	Total Gender Response Rate
Female	0	0	-
Male	0	0	-
Transgender	0	0	-
A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender)	0	0	-
Questioning	0	0	-

Ethnicity (youth parents only)

	Actual Count	Estimated Count	Total Ethnicity Response Rate
Non-Hispanic/Non-Latin(a)(o)(x)	0	0	-
Hispanic/Latin(a)(o)(x)	0	0	-

Race (youth parents only)

	Actual Count	Estimated Count	Total Race Response Rate
White	0	0	-
Black, African American, or African	0	0	-
Asian or Asian American	0	0	-
American Indian, Alaska Native, or Indigenous	0	0	-
Native Hawaiian or Pacific Islander	0	0	-
Multiple Races	0	0	-

Chronically Homeless

Total number of households	0
Total number of persons	0

Race

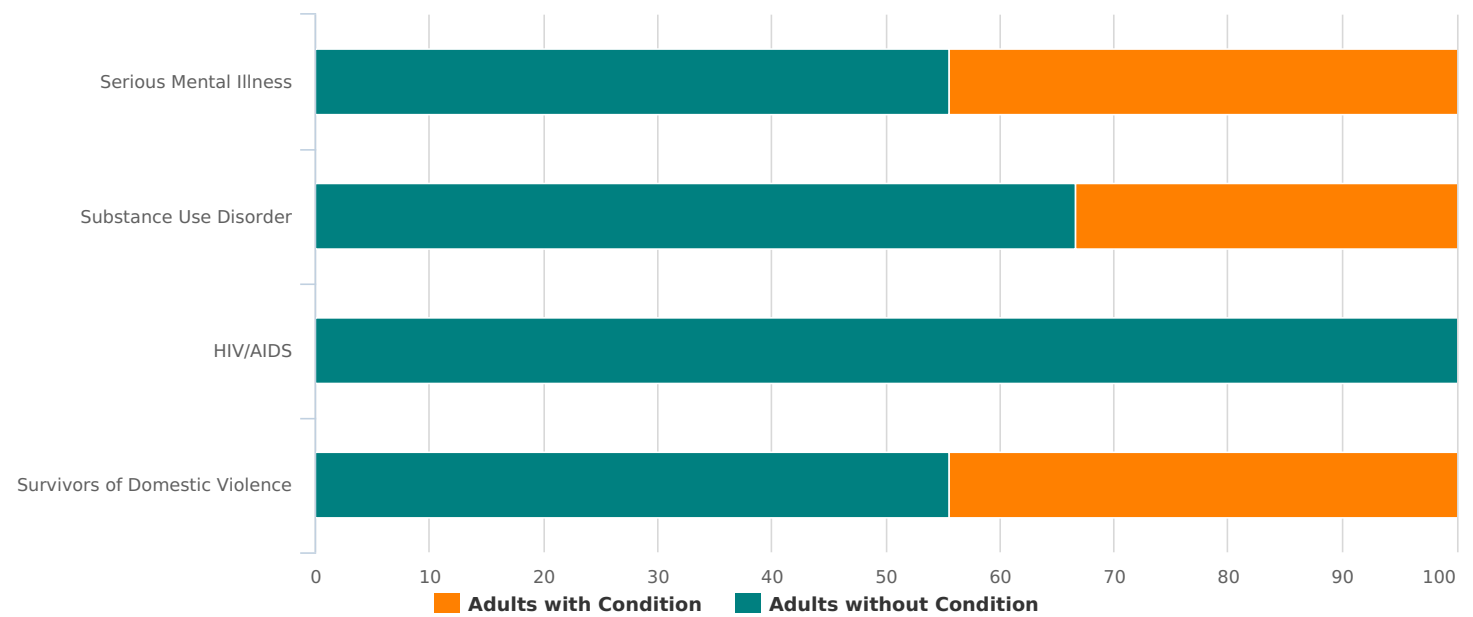
Gender

White Black or African American Asian
American Indian Native Hawaiian Multiple

Female Male Transgender
A gender other than singularly... Questioning

Additional Homeless Populations (Adults Only)

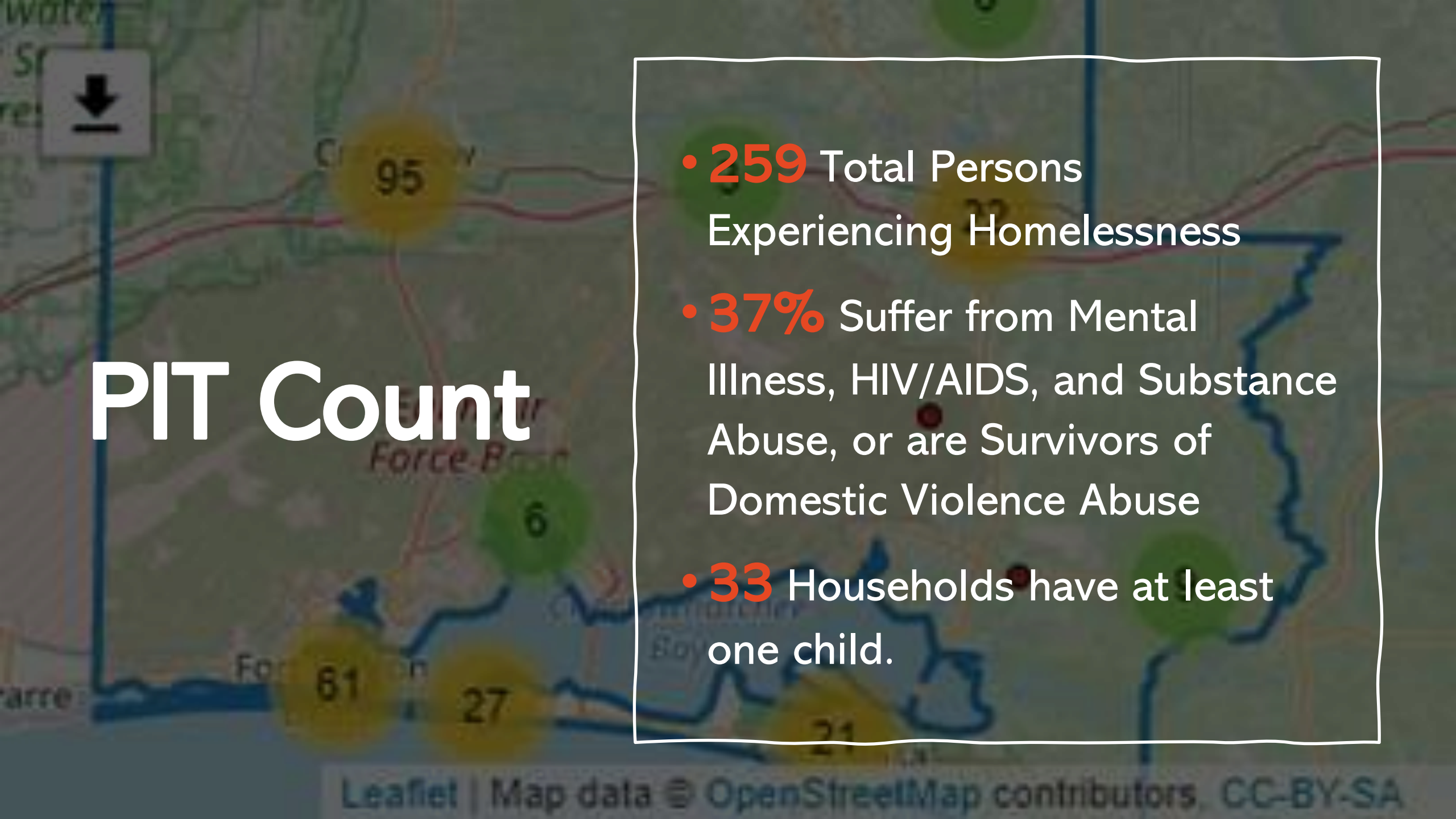
Adults with a Serious Mental Illness	4
Adults with a Substance Use Disorder	3
Adults with HIV/AIDS	0
Adult Survivors of Domestic Violence (optional)	4



Okaloosa Walton Homeless Continuum of Care



HOMELESSNESS
& HOUSING ALLIANCE

A map of a city area with various colored circles indicating PIT counts. Yellow circles with numbers 95, 61, and 27 are visible. Green circles with numbers 6 and 21 are also present. A blue circle with the number 32 is partially visible. A white box with a download icon is in the top left corner. The text 'PIT Count' is overlaid on the left side of the map.

PIT Count

- **259** Total Persons Experiencing Homelessness
- **37%** Suffer from Mental Illness, HIV/AIDS, and Substance Abuse, or are Survivors of Domestic Violence Abuse
- **33** Households have at least one child.

Why should it matter to you?



It's a Humanitarian Issue!

It's a Public Health Issue!

It's an Economic Issue!

It's a Moral Issue!

What Can you and your organization do to help?

- Partnership
- Advocacy
- Education and Awareness





CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 01/18/2023

SUBJECT: Auction Services, agreement with GovDeals.com, piggyback off Okaloosa County contract

I. BACKGROUND: The City has surplus equipment, vehicles, and other items that may be disposed of per Ordinance XX-XX-XX.

II. DISCUSSION: Okaloosa County maintains a contract with GovDeals.com (since 2022), a firm that specializes in the online auctioning of items from public entities. City Staff recommends that we "piggyback" the County's agreement to liquidate our current inventory of surplus items. By liquidating the vehicles identified, the City will be able to remove said vehicles from our auto insurance.

Other organizations that utilize GovDeal.com's services include:

- NorthWest Florida State College
- Okaloosa County
- Okaloosa County Schools
- Walton County Schools
- City of Milton
- Santa Rosa County School District
- Emerald Coast Utilities Authority

Attachments:

ATT1: Piggyback agreement with [GovDeals.com](https://www.govdeals.com)

ATT2: GovDeals.com Standard Terms and Conditions

ATT3: Okaloosa County contract with [GovDeals.com](https://www.govdeals.com)

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

B. Effect on Budget (EOB): Any funds generated by selling surplus vehicles and equipment is recorded a a general revenue to account code 01300-365000 Surplus Sales.

C. Level of Service (LOS): Disposal of unneeded, obsolete, or non-functional equipment, vehicles, and other items.

D. Legislative Sponsor:

III. CONCLUSION: By approving this measure, City staff will coordinate the disposal of declared surplus equipment, vehicles, and other items per the attached agreement.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to enter into the attached agreement with [GovDeals.com](https://www.govdeals.com) to liquidate declared surplus items.

Attachments:

1. ATT1: Piggyback Contract - GovDeals
- Auctioneer Services 031323
2. ATT2: Standard Terms and
Conditions-FSS
3. ATT3: Okaloosa County BOCC +
GovDeals Contract

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER
GOVERNMENTAL ENTITY**

Liquidity Services Operations, LLC d/b/a GovDeals, Inc.
Auctioneer Services

This Agreement to Piggyback a Contract for Services Bid by Another Governmental Entity (“Piggyback Agreement”), is entered into on this ___ day of March, 2023, by and between the City of Destin, Florida (the “City”) and Liquidity Services Operations, LLC d/b/a GovDeals, Inc. (“Contractor”) and the parties agree as follows:

WHEREAS, Contractor entered into a Cooperative (Piggyback) Purchase Agreement Between Okaloosa County, Florida and Liquidity Services Operations, LLC dba GovDeals, Inc. (the “Okaloosa County Agreement”), attached hereto as Exhibit “A,” dated November 3, 2022 with Okaloosa County, Florida, for Auctioneer Services and Related Products (the “Services”); and

WHEREAS, The City has the legal authority pursuant to its Purchasing Resolution and Purchasing Manual to “piggyback” onto a contract pursuant to § 287.057, Florida Statutes, by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the above referenced Okaloosa County Agreement between Contractor and Okaloosa County, Florida for the utilization of the same or similar Services and the Contractor consents to the aforesaid “piggybacking;” and

WHEREAS, the City Council finds that “piggybacking” on the Agreement is in the public’s best interest in this circumstances; and

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by reference,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Okaloosa County Agreement and agrees to perform the Services set forth therein for the City in accordance with the terms of said Agreement. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Agreement, the term “City of Destin, Florida” shall be substituted for the term of “Okaloosa County, Florida” throughout the Contract.
2. The City agrees to utilize the services of the Contractor in a manner and upon terms and conditions as set forth in the Okaloosa County, Florida Agreement until the work is completed.

3. Public Records.

a. 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 4100 INDIAN BAYOU TRAIL, DESTIN, FL 32541 TELEPHONE NUMBER (850) 837-4242, rbailey@cityofdestin.com.

b. CONTRACTOR MUST:

i. Keep and maintain public records required by the public agency to perform the service.

ii. Upon request from the public agency's custodian of public records, provide the public agency 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 chapter or as otherwise provided by law.

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

iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Liquidity Services Operations, LLC d/b/a GovDeal, Inc.

By:

Its:

City of Destin, Florida

ATTEST:

By: Lance Johnson

Its: City Manager

Rey Bailey, City Clerk

Client Name

City, State

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” **Client Name (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. **Seller** warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the **Seller** and **GovDeals** from liability therefore.

Consideration of Bid. **Seller** reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from **GovDeals** as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers are subject to State and/or local sales and/or use tax unless they provide a proper exemption certificate. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions

on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by the specified removal date.**

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on [GovDeals](#). Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT
BETWEEN OKALOOSA COUNTY, FLORIDA AND
Liquidity Services Operations, LLC dba GovDeals, Inc.**

OKALOOSA COUNTY, Florida, pursuant to Section 20 of the Okaloosa County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) to provide Auctioneer Services and Related Products (the “Services”) under the same terms and conditions as the agreement Region 4 Education Service Center (ESC) and Liquidity Services Operations, LLC dba GovDeals, Inc. (“Contractor”), Contract Number R190601 (the “Agreement”), attached hereto as Exhibit “A” and incorporated by reference, with a date of expiration of January 31, 2024, which Agreement resulted from a competitive procurement.

Okaloosa County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced Agreement above. All references in the Agreement between the parties shall be assumed to pertain to and are binding upon Contractor and Okaloosa County. All references in the Agreement to “Region 4 Education Service (ESC)” shall be substituted with “Okaloosa County, Florida”.

The parties agree to comply with Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County’s option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County’s option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment “B”. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County’s determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

The parties agree to comply with the Federal Regulations set forth in Attachment “C”, which are incorporated herein as part of the Agreement.

The parties agree to comply with the General Insurance Requirements set forth in Attachment “D” which are incorporated herein as part of the Agreement.

The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Okaloosa County, Florida, and in any such action, Florida law shall apply.



The County wishes to allow other Florida Governmental Agencies the authority to piggyback under the same conditions, for the same contract price, and for the same effective period.

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE 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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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The Contractor agrees to waive any and all arbitration requirements list in the Agreement.

Agreed, accepted and consented to the 3rd day of November, 2022.

Liquidity Services Operations, LLC dba GovDeals, Inc.

DocuSigned by:

Michael Price

Signature

TITLE: Vice President, Revenue

Michael Price

Print Name

OKALOOSA COUNTY, FLORIDA

BY: John Hofstad Digitally signed by John Hofstad
Date: 2022.11.03 11:04:54 -05'00'
John Hofstad, County Administrator



EXHIBIT "A"

AGREEMENT



August 25, 2022

Mr. Steve Kranzusch
vendor@govdeals.com
Vice President and General Manager
GovDeals, Inc.
100 Capitol Commerce Blvd., Ste. 110
Montgomery, AL 36117

Re: Renewal Award of Contract #R190601

Dear Mr. Kranzusch:

Per official action taken by the Board of Directors of Region 4 Education Service Center on August 23, 2022, Region 4 ESC is pleased to announce that GovDeals, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on June 25, 2019, and subsequent performance thereafter:

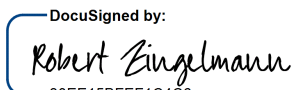
Contract

Auctioneer Services and Related Products

The contract will expire on January 31, 2024, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Tomek Kruszek, at (615) 431-1861 or tomek.kruszek@omniapartners.com.

The partnership between GovDeals, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

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Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Liquidity Services Operations, LLC hereby provides notice of the following update to
(Vendor Name)

Contract number: R190601 for Auctioneer Services and Related Products on this date 3/4/2021.
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.**

☐ **Authorized Distributors/Dealers**

____ Addition

____ Deletion

____ Supporting Documentation

☐ **Products/Services**

____ New Addition

____ Update Only

____ Supporting Documentation

☐ **States/Territories**

____ Supporting Documentation

☒ **Price Update**

____ Supporting Documentation

☐ **Discontinued Products/Services**

____ Supporting Documentation

☐ **Other** _____

____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Revenue share changed: Annual Volume Discount Program will begin immediately at 1.25%, rather than 0.25% at \$1 million aggregate sales and increasing up to 1.25% at \$5 million aggregate sales.

Submitted By: Stu Krantz

Title: Vice President and General Manager

Contact Number: 334-462-3962

Email Address: skranzusch@govdeals.com

☒ **Approved Date** 3/11/2021 | 8:19 AM PST

☐ **Denied Date** _____

DocuSigned by:
Robert Engelmann
Region 4 ESC: _____
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Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

GovDeals, Inc. / Liquidity Services Operations, LLC (vendor company name) hereby provides notice of the following material change to contract number: R190601 on this date 3/4/2021.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- | | |
|---|---|
| ☐ Assignment | ☐ Change in ownership (<i>sale/purchase</i>) |
| ☐ Indicate if you are assigning to your own subsidiary | ☐ Asset Purchase Agreement |
| ☐ Assumption Agreement | ☐ Other supporting documentation |
| ☐ Other supporting documentation | |
| ☐ Bankruptcy | ☐ Acquisition |
| ☐ Official legal Notice of Bankruptcy Proceedings | ☐ Asset Purchase Agreement |
| ☐ Other supporting documentation | ☐ Other supporting documentation |
| ☒ Merger | ☐ Other |
| ☐ Share Exchange Agreement | ☐ Supporting documentation |
| ☒ Merger and Acquisition Agreement | |
| ☐ Asset Purchase Agreement | |
| ☐ Other supporting documentation | |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

GovDeals, Inc., was involved in an internal merger in 2020, resulting in our company name changing to Liquidity Services Operations, LLC. All of GovDeals' Clients' auctions will continue to be conducted at www.govdeals.com, and all business functions remain the same.

Liquidity Services Operations, LLC is a wholly owned subsidiary of Liquidity Services, Inc., as was GovDeals, Inc. before its dissolution.

Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.



In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor
GovDeals, Inc.

Official name of assigned or added company
Liquidity Services Operations, LLC

BY: Steve Kranzusch

BY: Steve Kranzusch

NAME: Steve Kranzusch

NAME: Steve Kranzusch

TITLE: Vice President and General Manager

TITLE: Vice President and General Manager

Region 4 Education Service Center

BY: Robert Zingelmann
0B1D33BB0130490...

NAME: Robert Zingelmann

TITLE: CFO

DATE: 3/11/2021 | 8:18 AM PST

AGREEMENT AND PLAN OF MERGER
of
GOVDEALS, INC.
(a Delaware corporation),
and
LIQUIDITY SERVICES OPERATIONS LLC
(a Delaware limited liability company)

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement and Plan"), dated this 26th day of November, 2019, and effective as of December 31, 2019 at 11:59 p.m. Eastern Standard Time, is by and between **GOVDEALS, INC.**, a Delaware corporation ("GovDeals"), and **LIQUIDITY SERVICES OPERATIONS LLC**, a Delaware limited liability company ("Liquidity Services" and as the survivor of the Merger (as defined below) provided for herein called the "Surviving Company"). The parties hereinafter are sometimes collectively called "Constituent Entities."

WHEREAS, GovDeals is a corporation, duly incorporated and existing under the laws of the State of Delaware; and

WHEREAS, Liquidity Services is a limited liability company, duly formed and existing under the laws of the State of Delaware; and

WHEREAS, the sole member (the "Member") of Liquidity Services and the sole stockholder (the "Stockholder") of GovDeals, by resolutions duly adopted, have each approved this Agreement and Plan and declare it to be advisable and in the Constituent Entities' best interest that GovDeals merge with and into Liquidity Services in the manner and upon the terms and conditions set forth herein (the "Merger") pursuant to the applicable provisions of the Delaware General Corporation Law (the "DGCL") and the Delaware Limited Liability Company Act (the "Act").

NOW, THEREFORE, for the purpose of effecting such Merger and prescribing the terms and conditions thereof, and in consideration of the mutual covenants and agreements contained herein, the Constituent Entities, intending to be legally bound, hereby covenant and agree as follows:

1. Merger. Upon compliance with the applicable provisions of the Act, at the Effective Time (as defined herein), GovDeals shall be merged with and into Liquidity Services and, thereupon, the separate existence of GovDeals shall cease and Liquidity Services shall continue to exist as the Surviving Company.

2. Certificate of Formation and Operating Agreement. The terms and conditions of the Merger are as follows:

(a) At the Effective Time, the Certificate of Formation of Liquidity Services, as in effect immediately prior to the Effective Time, shall be and remain the Certificate of Formation of the Surviving Company until thereafter amended and changed in the manner prescribed by the provisions of the Act.

(b) At the Effective Time, the Operating Agreement of Liquidity Services, as in effect immediately prior to the Effective Time, shall be and remain the Operating Agreement of the Surviving Company until thereafter amended and changed as therein provided, and in the manner prescribed by the provisions of the Act.

3. Officers and Managers.

(a) At the Effective Time, the officers of Liquidity Services immediately prior to the Effective Time shall be the officers of the Surviving Company, in each case until their respective successors are duly elected or appointed and qualified.

(b) At the Effective Time, the Member of Liquidity Services immediately prior to the Effective Time shall be the Member of the Surviving Company, in each case until its respective successors are duly elected or appointed and qualified.

4. Equity of Constituent Entities.

(a) At the Effective Time, the shares of stock of GovDeals issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist without consideration upon the Merger and no new membership interests or other securities of the Surviving Company shall be issued with respect thereto.

(b) At the Effective Time, the membership interests of Liquidity Services issued and outstanding shall not be converted or exchanged in any manner by the Merger and shall continue to represent the membership interests of the Surviving Company.

5. Amendment of Plan. This Agreement and Plan may be amended by the mutual written agreement of the board of directors of GovDeals and the sole member of Liquidity Services at any time prior to the Effective Time.

6. Abandonment of Plan. This Agreement and Plan may be abandoned by the mutual written agreement of the board of directors of GovDeals and the Member of Liquidity Services at any time prior to the Effective Time.

7. Effective Time. The Effective Time of the Merger herein provided for shall be December 31, 2019 at 11:59 p.m. Eastern Standard Time (the "Effective Time").

8. State Filings. The proper officers of each of the Constituent Entities shall make and execute whatever certificates and documents that are required by the State of Delaware to effect the Merger, and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or without the State of Delaware, which may be necessary and proper to effect such Merger.

9. Effect of Merger. At the Effective Time:

(a) The separate existence of GovDeals shall cease and Liquidity Services shall continue to exist as the Surviving Company.

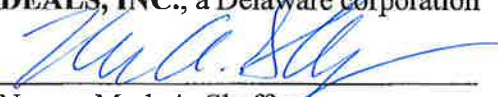
(b) The Surviving Company shall succeed to and possess all of the property (real, personal and mixed), rights, privileges, immunities, powers, purposes and franchises, and shall be subject to all of the obligations, restrictions and liabilities of each of the Constituent Entities, all without further act or deed, and all as more fully set forth under the Act.

10. Counterparts. This Agreement and Plan may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Plan of Merger on the date first set forth above.

GOVDEALS, INC., a Delaware corporation

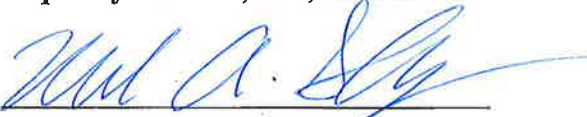
By: 

Name: Mark A. Shaffer

Title: Vice President, General Counsel
and Corporate Secretary

LIQUIDITY SERVICES OPERATIONS LLC, a
Delaware limited liability company

By: Liquidity Services, Inc., sole Member

By: 

Name: Mark A. Shaffer

Title: Vice President, General Counsel
Corporate Secretary



Liquidity Services Operations LLC

Providing government-exclusive online auction services since 2001

100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117
Steve Kranzusch, Vice President and General Manager
skranzusch@govdeals.com | 1-800-613-0156 Ext. 4455

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services
Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

March 4, 2021

Re: *Amendment to Contract Number R190601 – Auctioneer Services and Related Products*

Dear Mr. Zingelmann:

GovDeals proposes to amend our current agreement, Contract #R190601 for Auctioneer Services and Related Products. In our proposal, we offered a revenue share, starting at 0.25% when the contract reached \$1 million in aggregate annual sales; with the revenue share percentage peaking at 1.25% upon surpassing \$5 million in aggregate annual sales.

However, in order to jumpstart revenue under the contract and to level the playing field for OMNIA with our other cooperative partners, we extend an offer to begin the revenue share immediately at 1.25%, with no required annual sales threshold. To this end, we are providing an amended language below, changing the revenue share language as follows:

Original:

Region 4 and OMNIA Participants may qualify for GovDeals' Annual Volume Discount Program. When eligible aggregate sales under the contract surpass \$1 million in a 12-month period, all qualifying clients may be eligible for a rebate based on the proportion of sales. When the contract surpasses \$1 million in auction sales within a 12-month period, each selling agency will receive a 0.250% rebate of their agency's sales. The rebate percentage tops out at 1.250% of sales when the contract's annual sales exceed \$5 million.

Amended:

Region 4 and OMNIA Participants will qualify for the Annual Volume Discount Program, a rebate program based on the proportion of sales. Each selling agency will receive a 1.25% rebate of their agency's sales, paid annually.

The request form for Vendor Contract Update and the amended contract are enclosed. Please contact me with any questions.

Respectfully submitted,

Steve Kranzusch, Vice President and General Manager
skranzusch@govdeals.com | Cell: 334-462-3962 | Office: 1-800-613-0156 Ext. 4455

Region 4 Education Service Center (ESC)

Contract # R190601

for

Auctioneer Services and Related Products

with

GovDeals, Inc.

Effective: February 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and GovDeals, Inc., effective February 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

GovDeals.com

A Liquidity Services Marketplace

Auctioneer Services and Related Products

Region 4 Education Service Center and OMNIA Partners

This proposal is offered in response to the following solicitation:

Request for Proposals #19-06
June 25, 2019

Point of Contact:

Alicia Andrews, Senior Proposal Writer

Office: 334-274-3846 ♦ Email: vendor@govdeals.com

Toll-Free: 1-800-613-0156 Ext. 4470

GovDeals, Inc.

Providing government-exclusive online auction services since 2001

www.GovDeals.com

Toll-Free: 1-800-613-0156 ♦ Fax: 334-387-0519
100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117

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Crystal Wallace, Business Operations Specialist
Region 4 Education Service Center
7145 West Tidwell Rd.
Houston, TX 77092

June 14, 2019

Reference: Request for Proposals for Auctioneer Services and Related Products

Dear Ms. Wallace & Evaluation Committee:

GovDeals, Inc., is pleased to have this opportunity to submit a proposal for Online Auction Services to Region 4 Education Service Center and OMNIA Partners. Having thoroughly read your RFP for Auctioneer Services and Related Products, we commend the ESC and OMNIA for understanding the most important aspects of choosing an auction service to dispose of government entities' out-of-service assets: proven experience and knowledge resulting in delivering quality service.

All too often, we see government agencies large and small that are all too eager to hand over the reins of their surplus liquidation programs to whichever vendor quotes the lowest fee. While evaluating fee structure is always an important element when choosing any service vendor, focusing on fee alone will likely result in contracting with a vendor that isn't willing to invest the time and effort into your surplus program to ensure successful operation and deliver the transparency required in government asset disposition.

More than 12,000 government agencies have found GovDeals to be the most efficient, effective way to dispose of surplus assets. In Texas, 546 public agencies have sold over 62,200 surplus assets on GovDeals.com for total sales exceeding \$88 million. This includes 16,000 vehicles and nearly 3,500 pieces of heavy equipment, as well as computers, furnishings, machinery, specialty equipment, etc.

After 18 years in the government-exclusive online auction business, the staff at GovDeals knows from experience that the vital elements of a thriving surplus disposition program include transparency, efficiency, and reliability. While a basic spreadsheet or invoice may be enough recordkeeping for private businesses selling a few assets here and there, governments such as Texas school districts require more thorough reporting that adds visibility throughout the auction cycle. In the management of your auction program, your team will at times need a simple way to see a list of the current bids for all assets you currently have at auction, or a real-time list of which winning bidders have paid and which have not paid. You may have a weekly, monthly, or quarterly need to export a detailed list of all assets sold. Your accounting department may have a reason to look back several months to find the date an asset was paid for. All of this data is easily accessible through the GovDeals platform – because we understand the requirements and inquiries that governments face.

Over a dozen real-time reports are built into the GovDeals seller portal, including the robust, customizable Sold Assets Report, which can detail 45+ data fields during any date range and can be exported to Microsoft Excel. The built-in perpetual audit trail makes accessing sales data a breeze. A government agency can easily pull up a report that shows which auctions have been paid for but not yet removed by the buyers, and if past the removal deadline, you can send a reminder from the same screen. You also have the capability and the right to cancel the sale and block the bidder immediately if desired. Details and examples of reporting capabilities are showcased on **Pages 32-40**.

We also understand that managing a school district's or other government agency's surplus asset disposal is probably not their top priority every day. Most of the 12,000 government entities with whom we've worked would likely say the same thing. Since government agencies have more pressing matters to

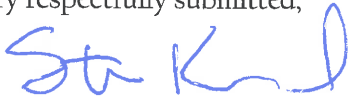
deal with each day, having a partner in GovDeals means that officials don't have to be experts at auction strategy to get the most money for their surplus assets. While our platform is designed for the efficiency of self-service, we assign 2 experienced staff members to serve each and every government agency client through on-site consultations, 24/7 on-call support by phone and email, hands-on training, and dedicated service.

GovDeals is committed to sharing our strategy knowledge with Region 4 and OMNIA Partners through very interactive and hands-on service. GovDeals will be a true partner with each selling agency to enable effective management of their surplus assets. A local Client Account Manager will be on-call 24/7, and our Accounting team, Marketing Department, and Client Services Help Desk stand ready to answer questions or provide solutions whenever an issue arises.

GovDeals' online auctions have proven successful for over 546 government agencies in Texas, including Round Rock ISD, City of Austin, Comal County, Lewisville ISD, City of El Paso, Nacogoches, Galveston County, and El Paso ISD, among many others. As Vice President and General Manager of GovDeals, I know I speak for the entire GovDeals team when I express how much we value the opportunity to also potentially serve the members of Region 4 ESC and OMNIA Partners participants.

Your local GovDeals team is eager for an opportunity to provide the evaluation committee with an on-site demonstration of the GovDeals system. Our entire organization will work hard to exceed Region 4's expectations, and to be individually and collectively accountable for making this happen if we are awarded as your Auctioneer Services and Related Products provider.

Very respectfully submitted,



Steve Kranzusch, Vice President and General Manager

skranzusch@govdeals.com | Cell: 334-462-3962 | Office: 1-800-613-0156 Ext. 4455

Tab 1 Contract and T&C Acceptance Forms

- **Draft Contract and Offer and Contract Signature Form (Appendix A)**
- **Terms and Conditions Acceptance Form (Appendix B)**

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 201X by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer

CONTRACT

- iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name GovDeals, Inc.

Address 100 Capitol Commerce Blvd., Ste. 110

City/State/Zip Montgomery, AL 36117

Telephone No. 334-274-3846

Email Address vendor@govdeals.com

Printed Name Steve Kranzusch

Title Vice President and General Manager

Authorized signature Steve Kranzusch

Accepted by Region 4 ESC:

Contract No. R190601

Initial Contract Term February 1, 2020 to January 31, 2023

Faye B. Bryant
Region 4 ESC Authorized Board Member

8/27/19
Date

Faye B. Bryant
Print Name

Carmen T. Moreno
Region 4 ESC Authorized Board Member

8/27/19
Date

Carmen T. Moreno
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Page 32, Exhibit A, Item 1.2	"Suppliers are required to pay an administrative fee of 10% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal."	As GovDeals is a service provider, we respectfully propose an admin fee of 2% of revenue.	
Page 34, Exhibit A, Item 2.1	"(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies,"	Although we are unable to commit to endorsing an OMNIA award as our primary contracting tool, it will be promoted with our other two principal awards. Our extensive cooperative award experience and knowledgeable teams are already in place throughout the U.S. and Canada to enable GovDeals to immediately leverage this award.	

Tab 2
Products/Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Auction Fee

Indicate the fee or fees to be charged for use of the web-based online auction system. Provide a complete fee schedule for this service. At a minimum, address each of the following items listed below. Proposers should clearly spell out and itemize or delineate all fees, fee structures, discounts and rebate structures, additional costs and/or add-ons, what party is responsible for paying credit card fees, if any, etc.

GovDeals proposes a success-based fee structure, charged only on successful auctions – with no additional fees or charges for our services. There will be no fee if an auction does not result in a completed sale, and there will be no charges to Region 4 or OMNIA Participants for any marketing efforts, training, software upgrades, or on-site consultation and support. There are no charges for credit card fees.

GovDeals’ fee, calculated in percentage of each auction’s winning bid, may be shared between the selling agency and winning bidders, or may be paid entirely withheld from the selling agency’s auction proceeds or wholly incurred by buyers. The most popular option is to pass the entire fee as a buyer’s premium (**Options A1 or B1**).

Each selling agency may choose to utilize GovDeals’ system and service with our payment collection and remittance services included (**Option A**), or may elect to collect its own payments (**Option B**). Examples of available fee structures are provided below, illustrating how this fee may be divided under each option.

Option A: Online auction services with payment collection
Fee: 12.5%

GovDeals collects auction payments online from winning bidders
 Proceeds remitted to selling agency weekly
 GovDeals shoulders liability for any fraudulent payments and chargebacks

Example A1: No Fee to Agency; 12.5% fee to buyer

Winning bid.....	\$	1,000
Buyer’s Premium	\$	125
Buyer pays online.....	\$	1,125
GovDeals withholds.....	\$	125
Net Results to Agency.....		\$ 1,000 100% of proceeds to Agency

Example A2: No Buyer’s Premium; 12.5% fee to Agency

Winning bid	\$	1,000
Buyer’s Premium	\$	0
Buyer pays online.....	\$	1,000

GovDeals withholds.....\$	125	
Net Results to Agency..... \$	875	87.5% of proceeds to Agency

Example A3: Shared Fee – 7.5% fee to Agency; 5% fee to buyer

Winning bid	\$ 1,000	
Buyer's Premium	\$ 50	
Buyer pays online.....	\$ 1,050	
GovDeals withholds.....	\$ 125	
Net results to Agency..... \$	925	92.5% of proceeds to Agency

Example A4: Shared Fee – 5% fee to Agency; 7.5% fee to buyer

Winning bid	\$ 1,000	
Buyer's Premium	\$ 75	
Buyer pays online.....	\$ 1,075	
GovDeals withholds.....	\$ 125	
Net results to Agency..... \$	950	95% of proceeds to Agency

Option B: Online auction services without payment collection
Fee: 7.5%

Selling Agency collects auction payments
GovDeals invoices Agency monthly for fee amount (net 30 days)
Agency will be liable for fraudulent payments and chargebacks that may occur

Example B1: No Fee to Agency; 7.5% fee to buyer

Winning bid	\$ 1,000	
Buyer's Premium	\$ 75	
Buyer pays Agency.....	\$ 1,075	
Agency invoiced for.....	\$ 75	
Net results to Agency..... \$	1,000	100% of proceeds to Agency

Example B2: No Buyer's Premium; 7.5% fee to Agency

Winning bid	\$ 1,000	
Buyer's Premium	\$ 0	
Buyer pays Agency.....	\$ 1,000	
Agency invoiced for.....	\$ 75	
Net results to Agency..... \$	925	92.5% of proceeds to Agency

❖ **Annual Volume Discount Program (AVDP)**

Region 4 and OMNIA Participants may qualify for the Annual Volume Discount Program. When eligible aggregate sales under the contract surpass \$1 million in a 12-month period, all qualifying clients may be eligible for a rebate based on the proportion of sales. When the contract surpasses \$1 million in auction sales within a 12-month period, each selling agency will receive a 0.250% rebate of their agency's sales. The rebate percentage tops out at 1.250% of sales when the contract's annual sales exceed \$5 million. (See **Page 18** for more details.)

- **Is a fee charged if the auction is not successful (items are not sold)?**

No.

- **Is the auction fee a percentage of sale price or flat fee?**

Percentage of sale price.

- **Is there a minimum auction fee?**

There is a \$5.00 minimum fee for all successful auctions. This fee is waived if entire fee is paid in the form of a buyer's premium.

- **Is the auction fee the same for all auctions or a scaled fee based upon size of auction or sale price?**

The percentage fee is the same for all auctions up to \$100,000. For items selling for more than \$100,000, the fee becomes tiered for the sale amount that exceeds \$100,000. For example, the fee decreases by 2 percentage points for the sale amount between \$100,000 and \$500,000; and lowers another 2 percentage points for the sale amount between \$500,000 and \$1,000,000; and finally lowers an additional 1 percentage point for the sale amount over \$1,000,000.

- **Is the auction fee deducted from or added to the sale price?**

Each selling agency may choose whether to deduct the fee from or add it to the sale price, or a combination of the two. Most of our clients choose to have the fee added to the sale price, to be paid for by winning bidders in the form of a buyer's premium.

- **Provide fees for involved marketing of the auction sale, including real estate (residential, commercial and industrial lots), commercial equipment and vehicles.**

The selling agencies will not be charged a fee for any marketing efforts provided by GovDeals. We expend significant effort and funding to maximize competitive bidding for our clients' assets, since competition for surplus assets is directly tied to the revenue the selling governments obtain for these assets. Last year, GovDeals placed more than 42,000 online and print ads for our clients' assets at no additional charge.

- **Provide any other information applicable to the auction fee.**

Region 4 and OMNIA Participants may qualify for GovDeals' Annual Volume Discount Program. When eligible aggregate sales under the contract surpass \$1 million in a 12-month period, all qualifying clients may be eligible for a rebate based on the proportion of sales. When the contract surpasses \$1 million in auction sales within a 12-month period, each selling agency will receive a 0.250% rebate of their agency's sales. The rebate percentage tops out at 1.250% of sales when the contract's annual sales exceed \$5 million.

Implementation and Training

Indicate the fee or fees to be charged for use of the web-based online auction system. Provide a complete fee schedule for this service. At a minimum, address each of the following items:

- Describe the types of costs, if any, applicable to implementation of the web-based auction program for a contracting member.
- Describe and provide the costs, if any, applicable to providing training for a contracting member.
- Types of costs may include implementation fee, training fee, customization fee, travel, per diem, materials, etc.
- Provide other information applicable to implementation and training fees.

There will be no fees for implementation and training, whether at contract start or on demand throughout the contract, such as to train new hires or provide refresher training.

Technical Support

- Describe and provide fees for technical support services, if any.
- Provide any other information applicable to technical support fees.

There will be no fees for technical support. A local Client Account Manager will be on-call 24/7, and our Accounting team, Marketing Department, and Client Services Help Desk stand ready to answer questions or provide solutions whenever an issue arises. We also provide a Bidder Services Help Desk to assist prospective buyers at no cost to sellers or buyers.

System Upgrade & Maintenance

- Describe and provide fees system upgrade and maintenance, if any.
- Provide any other information applicable to system upgrade and maintenance fees.

All enhancements, maintenance, and upgrades to the GovDeals online auction system will be provided at no additional cost. GovDeals will provide all software and hardware to maintain and upgrade the auction system as needed. GovDeals performs scheduled system releases on a monthly basis, typically the last Thursday of the month. The releases begin at 4 a.m. CT and normally take an hour or less. Major upgrades to the application or infrastructure are performed, on average, twice a year depending on current requirements, backlog, and infrastructure needs. No hardware or software will need to be installed on Region 4's or OMNIA Participants' computers.

Other Costs

Describe and provide any other fees or costs applicable to the contract. Provide a complete fee schedule for this service. At a minimum, address each of the following items:

- Sales Tax
 - Indicate how sales tax/use tax would be tracked and paid.

Sales tax can be added at Region 4 and each OMNIA Participant's discretion. If payment collection (FSS) is elected, GovDeals will collect sales tax and will remit these funds to the selling agency along with its auction proceeds. Along with this remittance, GovDeals

will provide real-time accounting reports detailing sales tax amounts for each individual auction and overall monthly/yearly data.

- **Identify what jurisdiction(s) would be the recipient of sales tax revenue.**

Sales tax jurisdiction will be determined by each selling agency.

- **Revenue Share**

- **Discuss possible revenue share arrangements.**
- **Offerors should state proposed percentages, how revenue share will be calculated and how and when they will be paid.**

Region 4 and OMNIA Participants may qualify for GovDeals' Annual Volume Discount Program. When eligible aggregate sales under the contract surpass \$1 million in a 12-month period, all qualifying clients may be eligible for a rebate based on the proportion of sales. When the contract surpasses \$1 million in auction sales within a 12-month period, each selling agency will receive a 0.250% rebate of their agency's sales. The rebate percentage tops out at 1.250% of sales when the contract's annual sales exceed \$5 million.

Annual Volume Discount Schedule		
Annual Gross Sales Net of Credits	Annual Payment % is applied to eligible volume	
\$ 0	0.000%	
\$ 1,000,000	0.250%	
\$ 1,499,999	0.250%	
\$ 1,500,000	0.375%	
\$ 1,999,999	0.375%	
\$ 2,000,000	0.500%	
\$ 2,499,999	0.500%	
\$ 2,500,000	0.625%	
\$ 2,999,999	0.625%	
\$ 3,000,000	0.750%	
\$ 3,499,999	0.750%	
\$ 3,500,000	0.875%	
\$ 3,999,999	0.875%	
\$ 4,000,000	1.000%	
\$ 4,999,999	1.000%	
\$ 5,000,000	*1.250%	
\$ 5,499,999	*1.250%	
\$ 5,500,000	*1.250%	
\$ 5,999,999	*1.250%	
*Annual Discount is capped at 1.250%, Eligible Sales Volume is not capped.		

- **Is a fee charged for a Member to register on the system?**

No, there are no fees charged to become a GovDeals seller.

- **Is a fee charged for a potential bidder to register on the system?**

No, bidder registration is free.

- **Discuss how fees are collected from agency pay and a Buyer pay perspective**

If an Agency elects the FSS program in which GovDeals collects payments from winning bidders and remits proceeds to the Agency the week following pickup, the Agency has the following options:

- **Agency Pay:** Payment can be either deducted from proceeds (most common), or Agency can choose to be invoiced for total fee amount with terms of net 30 days.
- **Buyer Pay:** Buyer will pay their winning bid plus fee amount; GovDeals will withhold the fee amount and will remit 100% of winning bid to Agency.

If an Agency elects to collect their own payments (not utilizing GovDeals' FSS program), the Agency will be invoiced for the total fee amount with terms of net 30 days.

- **Describe options available for collecting payment from bidders (e.g. agency collect, Contractor collect, etc.)**

Each Agency may choose to utilize GovDeals' system with our payment collection and remittance services included (Financial Settlement Services, or FSS), or may elect to collect its own proceeds (non-FSS).

Most sellers elect to utilize FSS, which lessens Agency duties and eliminates liability. Under FSS, GovDeals will collect payment from winning bidders in the form of credit card, PayPal, or wire transfer, and proceeds will be remitted to the Selling Agency each week. Vitally, GovDeals will shoulder liability for any fraudulent payments and chargebacks.

Tab 3

Performance Capability

- a. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.**

Supplier response provided in Tab 7.

- b. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.**

GovDeals agrees to sign the OMNIA Partners Administration Agreement aside from the exceptions taken on Appendix B, Terms and Conditions Acceptance Form.

- c. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.**

Completed Exhibits F and G are provided in Tab 7.

- d. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and inquiries. Include a response to the following:**

Link: www.govdeals.com

- **Describe the process for creating and conducting an auction.**

The general timeline of the online auction process is as follows:



After an asset is declared surplus, the Agency should take photographs and enter descriptive details on an asset inspection form provided by GovDeals.



The Agency will upload photos and transcribe information from the asset inspection forms into the simple, one-page auction creation template within the Agency's GovDeals account. GovDeals' auction calculator can recommend starting bid, bid increment, and auction dates for the auctions; these values can also be input manually.



For high-value and particularly specialized assets, a marketing plan will be developed by GovDeals' Marketing Department and, upon request, will be presented to the Agency for advance review and approval prior to auction. Marketing campaigns will run while the auction is open for online bidding.



The auction(s) will be open for bidding for 7-10 days, in most cases. While the auction is live, the Agency can monitor progress of its auctions at www.GovDeals.com. The Agency should

answer any bidder questions that may be posted via the GovDeals Q&A system. The Agency's Client Account Manager will also monitor auctions for quality assurance.



After the auction has ended, the Agency will automatically be emailed a Seller's Certificate with details of the sale and contact information for the winning bidder; and the winning bidder will automatically be emailed a Buyer's Certificate with sale and payment details.



[If the Agency elects GovDeals to collect payments from winning bidders] The winning bidder is responsible for making payment on GovDeals.com within 5 business days after auction close (this time period may be shortened or lengthened by the Agency if desired). Upon the buyer's successful payment by credit/debit card (Visa, MasterCard, Discover, and American Express are accepted), PayPal, or wire transfer, the Agency will receive notification that payment has been made, along with the Bill of Sale.



The buyer is required to pick up assets within 10 business days after auction close (this time period may also be adjusted by the Agency if desired). The winning bidder is responsible for scheduling an asset removal appointment with the Agency. At pickup/removal, the winning bidder must present photo ID and their GovDeals Buyer's Certificate, and the Agency should verify the bidder's documentation. After both the buyer and the Agency representative sign the GovDeals Bill of Sale, the asset may be released to the winning bidder. The signed Bill of Sale, and any other documentation as desired, may be uploaded to the closed auction for recordkeeping purposes.



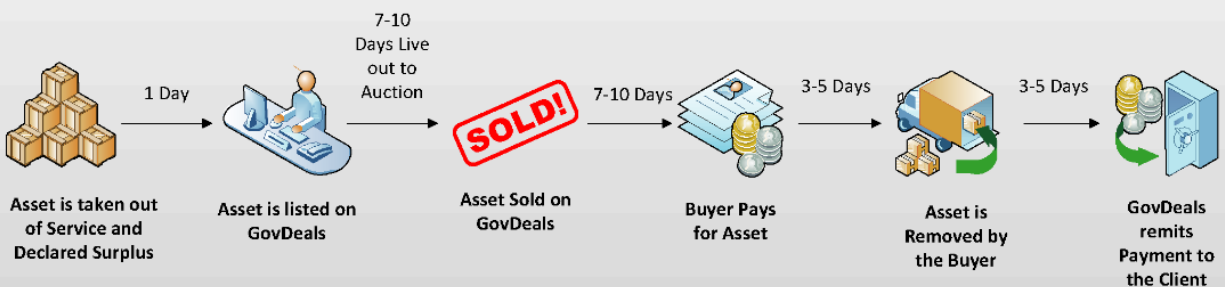
[If the Agency elects GovDeals to collect payments from winning bidders] When the Agency marks the asset "Picked Up" in the GovDeals system, GovDeals will remit payment for the asset. Assets marked "Picked Up" by Friday will be included in the next week's payment cycle. GovDeals will withhold the agreed-upon fee and will electronically (or by paper check if preferred) remit the balance to the Agency.



[If the Agency elects GovDeals to collect payments from winning bidders] GovDeals accepts responsibility for chargebacks and fraud that may occur, so the Agency will not be liable for any payment disputes. GovDeals may request a copy of the signed Bill of Sale from the Agency in the case of a payment dispute after an asset has been removed by the buyer.



Life Cycle of an Asset 30 Days to \$\$\$



- **Describe the steps for a member to begin using the web-based auction system.**
 - At time of account creation, GovDeals' Client Account Manager and Regional Rep will immediately meet with the Agency to discuss particulars for account establishment.
 - After the Agency's account is set up, training will be held at a time and place agreed upon by the Agency. The Agency's personnel will be thoroughly trained through the full auction cycle, including an overview of the bidder-facing website and the seller-facing auction creation platform. Training will be held within the Agency's live GovDeals account to provide your team with hands-on experience interacting with the system.
 - New user training can be completed in about an hour and includes an overview of the GovDeals system from the seller's and the buyer's perspective. The Agency's users will be shown how to access real-time, interactive, exportable reporting tools, how to load and manage auctions, and how to harness GovDeals' industry knowledge and marketing strategies to obtain the highest possible return on each of the Agency's surplus assets. Training will be held within the Agency's live account to provide your team with hands-on experience interacting with the system.
 - During training, the Agency's first auctions may be posted. During the 7-10 days these auctions are live, GovDeals' Client Account Manager will communicate with the Agency's team regularly to keep track of how the auctions are performing, answering questions the Agency may have, and guiding the team through the auction cycle, including auction close and property removal.
 - The Agency's Client Account Manager will be available for on-site and web-based support and training at no additional cost. Your Client Account Manager will visit periodically to promote best practices and provide training for new employees or existing users. GovDeals' representatives will meet with the Agency's management upon request to review GovDeals' performance.
- **Describe the capabilities and functionality of Offeror's web-based online auction system. Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.**

The GovDeals auction website is available 24 hours a day, 7 days a week, and 365 days a year. GovDeals strives to limit downtime as to have zero impact on our clients' auctions. GovDeals performs scheduled system releases on a monthly basis, typically the last Thursday of the month. The releases begin at 4 a.m. CT and normally take an hour or less. Major upgrades to the application or infrastructure are performed, on average, twice a year depending on current requirements, backlog, and infrastructure needs.

Since its launch, the GovDeals auction system has maintained system uptime of 99.99%, and extensive provisions are in place to prevent a service outage.

GovDeals is a fully redundant suite of applications that exists on the Microsoft Azure cloud infrastructure. Each application has multiple servers load balanced along with redundant database servers performing real-time replication. The model allows the sites to handle traffic to the pages as well as failover/disaster recovery.

In addition to redundant servers within the live application, these are also backed up within the cloud for simply recovery within minutes if needed. The database performs log shipping backups to a physical machine as well as a cloud copy of the server backed up daily, and a backup rotation via MSSQL with differentials is performed on a routine basis for recovery also.

GovDeals utilizes a third-party image caching service to increase productivity and page delivery times without constant server retrieves that could cost delivery time delays. GovDeals also has internal and external monitoring on all segments of the hardware to ensure the appropriate individuals/teams are notified immediately in the event of an issue. There are rules within the system to automatically remove troubled hardware as not to impact the site or users.

In the case of a database failure, the site would go offline for approximately 15 minutes to cutover to the backup, during which time decisions are being made about any possible data loss depending on the nature of the failure.

In the rare event of unscheduled downtime, GovDeals will ensure all client auctions are restored and procedure is followed through by the GovDeals system. GovDeals contacts affected clients within 1 hour of detection and works directly with the clients to resolve any issue that may arise from system downtime.

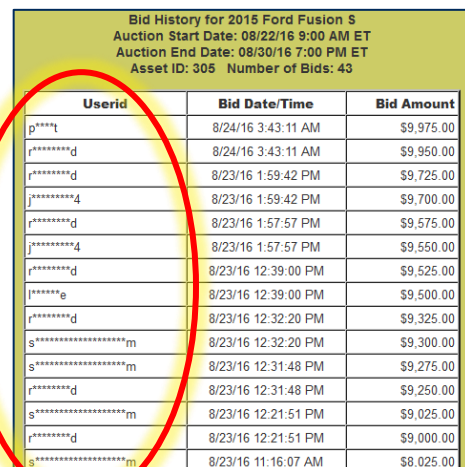
In addition, GovDeals' Bidder Services Help Desk receives all bidder calls, including regarding system availability or technical issues. If the influx of bidder calls causes the Bidder Services Help Desk phone lines to be busy, calls are automatically redirected to our Client Services Help Desk, which is trained to support bidders in these cases, as well. Therefore, in no instance should bidders be required to contact clients due to website disruptions, should such an event occur.

- **Describe the system's security capabilities and the privacy protection available to both sellers and buyers.**

GovDeals provides security, antivirus, and firewalls to prevent hacking of any auction information from the servers. All traffic is encrypted via verified certificate authority (CA) certificate providing HTTP/S tunnels and guarding all customer data in transmission. Additionally, GovDeals is PCI-compliant and does not store buyers' payment information. GovDeals' system is designed to mask bidders' user IDs and/or email addresses from other bidders and sellers (**see screenshot at right**). This eliminates the risk of any bidder from learning the identity of another bidder.

All passwords and sensitive data are stored in a well-guarded, off-premises facility that is staffed 24 hours a day, 7 days a week, providing access to the datacenter only on a need-to-know basis. Access to the datacenter is heavily regulated and requires biometric PIN and government-issued identification and is only granted to pre-approved individuals.

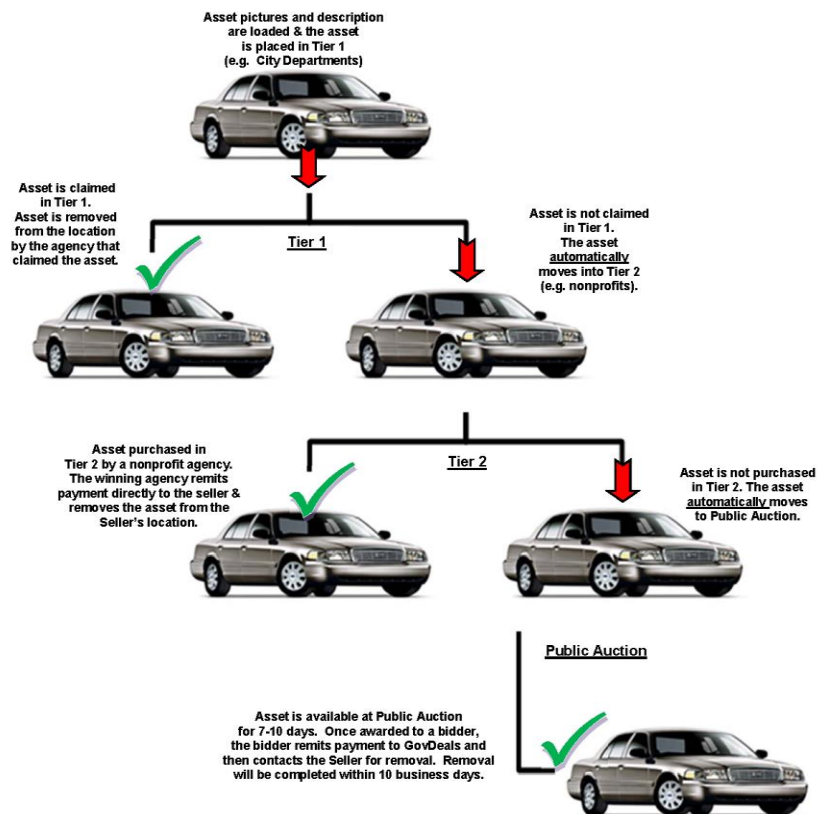
Screenshot of Bid History Display
User IDs masked to protect privacy & security



Bid History for 2015 Ford Fusion S		
Auction Start Date: 08/22/16 9:00 AM ET		
Auction End Date: 08/30/16 7:00 PM ET		
Asset ID: 305 Number of Bids: 43		
Userid	Bid Date/Time	Bid Amount
p****	8/24/16 3:43:11 AM	\$9,975.00
r*****d	8/24/16 3:43:11 AM	\$9,950.00
r*****d	8/23/16 1:59:42 PM	\$9,725.00
j*****4	8/23/16 1:59:42 PM	\$9,700.00
r*****d	8/23/16 1:57:57 PM	\$9,575.00
j*****4	8/23/16 1:57:57 PM	\$9,550.00
r*****d	8/23/16 12:39:00 PM	\$9,525.00
l*****e	8/23/16 12:39:00 PM	\$9,500.00
r*****d	8/23/16 12:32:20 PM	\$9,325.00
s*****m	8/23/16 12:32:20 PM	\$9,300.00
s*****m	8/23/16 12:31:48 PM	\$9,275.00
r*****d	8/23/16 12:31:48 PM	\$9,250.00
s*****m	8/23/16 12:21:51 PM	\$9,025.00
r*****d	8/23/16 12:21:51 PM	\$9,000.00
s*****m	8/23/16 11:16:07 AM	\$8,025.00

- **Describe the tools and customizations available to the seller for creating auctions, including but not limited to, internal reallocation, dutch or split auctions, reserve prices, minimum bid requirements, bidder deposit requirements, ability to copy previous auctions, ability to repost previous auctions, etc.**
 - **Internal Reallocation:** GovDeals' patented Tier Redistribution System allows the Agency to offer its surplus assets between departments, to area schools, to other government entities, or to nonprofit organizations before sending the assets to our regular public auction. Assets not claimed during the reallocation process may automatically be moved to public auction if desired. No fee is charged for our clients' use of our reallocation system.

Example of GovDeals' Asset Reallocation Process (Tier Redistribution System)



No fee is assessed for items that are claimed/purchased within GovDeals' Reallocation Tiers. Fee and/or buyer's premium only applies to assets that are successfully auctioned to the public.

- **Dutch Auctions:** GovDeals does not host dutch auctions.
- **Reserve Pricing:** The Agency will have full control to determine reserve pricing; we recommend only using this feature when the Agency is required to get a certain amount for a particular asset. If desired, your Client Account Manager can give advice based on past successes with similar government-owned assets.

- **Minimum Bid Requirements:** The Agency will have full control to determine minimum bids. If desired, your Client Account Manager can give advice based on past successes with similar government-owned assets.
- **Bidder Deposit:** The Agency may require bidders to make a deposit for certain assets if desired. The Agency will have the authority to determine the bid deposit amount, and prospective buyers must make this deposit before placing a bid on the designated auctions. Once GovDeals receives the bidder's deposit, his/her account will be approved to bid on the asset. The winning bidder's deposit may be applied to the final amount due; unsuccessful bidders will have their deposit returned in full.
- **Ability to Copy Previous Auctions:** The Agency will have the ability to copy any previous auction to create a new auction. Your Client Account Manager can also create templates for asset types you auction frequently
- **Ability to Repost Previous Auctions:** The Agency will have the ability to easily repost previous auctions.
- **Automated Auction Calculator:** This unique, time-saving feature assists the Agency's staff members in automatically setting the starting price, bid increment, and auction start date and time, as well as the ending date, for each auction. If the Agency doesn't agree with some of the automatically entered data, the employee may override any populated field. The Agency may also simply bypass the automated calculator and enter the data manually.
- **Extension of Bid:** This extends auctions by a few minutes when a bid is placed in the final minutes of an auction's end time. This feature is optional.
- **Question & Answer:** The Q&A functionality within the Agency's GovDeals account will allow prospective bidders to submit questions via the auction page, allowing the Agency to answer either privately by email or publicly on the auction page for all bidders to view.
- **Security Levels:** Access to the GovDeals system can be tailored to the job duties of your employees. Your Client Account Manager will discuss ways to best utilize these 5 security levels to fit into the Agency's existing or desired processes. Security levels include the ability to require approval from a supervisor before auctions may go live, as well as a "view only" setting that is useful for accounting purposes.
- **Second-Chance Offer:** The Agency may offer an asset to the second-highest bidder with a single click if the highest bidder defaults on completing a sale. This feature is also useful if a reserve price is not met but the Agency wishes to offer the asset to the highest bidder.
- **Departmental Billing:** The Agency's remittance payment may be sent to individual selling departments or to a general fund. Even if sent to a general fund, data can easily

Automated Auction Calculator

Anticipated Sale Price: 5000

Add New Auction

*Tier: General Public Anticipated Sale Price: \$5,000.00

*Start Date/Time: 08/21/2015 # Days: 0 *Hr: 12 *Mn: 49 *AM/PM: PM ET

*End Date/Time: 08/28/2015 *Hr: 12 *Mn: 49 *AM/PM: PM ET

Would you like to auto extend this auction? Yes

This asset requires electronic payment.

*Opening: 750 Special Tax: ☐

*Increment: 25 Cumulative Tax: %

Reserve: 0 Asset Fees:

Strike: 0

☐ I agree to give this asset away at no cost.

☒ Set asset to Ready For Auction status.

be separated out for auditing purposes using a department code, and all reports are exportable to Excel.

- **Bidder Restrictions:** The Agency may limit the types of bidders who are allowed to place bids on certain assets, but these assets may still be viewed by the general public to maximize the marketing exposure of the auctions. Information on types of restrictions is available upon request.
- **Describe the tools available to the bidder for participating in auctions, including but not limited to, email notifications, proxy bidding, identity protection, etc.**

Since launching the GovDeals online auction service 18 years ago, our bidder database has grown to more than 750,000 people throughout the United States as well as foreign countries. We have incorporated an array of bidder-friendly features that keep our buyers returning to GovDeals again and again.

- **Email Notifications:** GovDeals' bidders may elect to receive email notifications when they have been outbid on an auction, as well as when an asset is posted matching the bidder's selected "favorites" (described below). Winning bidders will always receive automatic email notification of auction award (Buyer's Certificate).
- **Auto Bid:** The GovDeals system includes an optional proxy bidding feature, which allows the system to automatically bid on the bidder's behalf. The auto bid feature stops bidding anytime the bidder is the high bid, or until it reaches the maximum bid entered if bidding continues beyond the proxy bid amount.
- **Identity Protection:** GovDeals provides security, antivirus, and firewalls to prevent hacking of any auction information from the servers, and to prevent any bidder from learning the identity of another bidder. Also, GovDeals is PCI-compliant and does not store buyers' payment information.
- **Favorites:** GovDeals' "favorites" feature allows bidders to be notified by email when new items from any selected category or search criteria are sent to auction. Examples of favorites could include heavy equipment auctioned in Texas; Ford trucks within 50 miles of Houston; or all assets auctioned by Galveston ISD.
- **Bidder Support:** GovDeals provides bidder support from a dedicated service center staffed by 8 experienced GovDeals employees. Bidder support is available by live chat, email, and toll-free phone, as well as Frequently Asked Questions (FAQ) available on GovDeals.com. The Bidder Services Help Desk is staffed with 8 full-time employees who are dedicated solely to bidder support. The Bidder Services Help Desk receives more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first-call resolution rate. The Bidder Services team endeavors to respond to bidder inquiries immediately, or as quickly as possible (in no more than one business day for non-urgent matters). The Bidder Services Help Desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a prospective bidder who does not speak English or Spanish.

- **Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.**

The Evaluation Committee may browse GovDeals' website without need to login or gain access. This includes the ability to review all completed public auctions from the past 12 months.

To view all assets sold on the GovDeals website during the past 12 months:

1. Visit www.GovDeals.com
2. Click on the "Advanced Search" menu button. (See screenshot below.)
3. Under "Timing," select "Sold," then in the dropdown menu to the right, select the time period desired – ranging from 14 days to 1 year. Alternatively, you may select a specific date range.
4. Enter keywords, or search by state, seller, category, zip code, etc., and click "Search." If all of these advanced search fields are left blank, clicking the "Search" button will show all completed auctions within the date range selected.
5. The search results will be displayed, including the number of auctions found meeting the search criteria.

Advanced Search

Find Item **Find Vehicle**

Timing: ☒ **Sold** ☐ **By End Date** **From Date:** **To Date:**

Keyword:

Category:

Price: From To

Location: ☐ Within of ☐ In Country and State/Province

Seller:

Sort By: **Results Per Page:**

Results from this search are provided in the screenshot on the following page.

Screenshot of Search Results



[Searches](#)
[Help](#)
[Contact Us](#)
[About Us](#)

[Home](#)
[Log In](#)
[Register](#)

[View Country](#)

[June 11, 2019, 03:36 PM ET](#)

Search Results for Sold within 1 year; 'international'; Buses, Transit and School; in Texas

[Return to Advanced Search](#)

[1](#)
[2](#)
[>>](#)
[Last](#)

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Show items per page

Description	Make/Brand	Model	Year	Location	End Date/Time	Current Bid	Shortcuts
 2008 International 3200 Diamond Coach Bus VIP 3201 (some problems) ID: 29970	Diamond Coach	3200	2008	Dickinson, TX	5/17/2019 3:30 PM ET	\$4,000.00 Bids: 12	View by same: ▾
 2007 International PB105 ID: 3507	International	PB105	2007	San Antonio, TX	5/17/2019 10:21 AM ET	\$3,920.00 Bids: 61	View by same: ▾
 2001 International 3800 ID: 3392	International	3800	2001	San Antonio, TX	1/9/2019 12:39 PM ET	\$2,625.00 Bids: 60	View by same: ▾
 2003 International 3000 ID: 1268185 (76)	International	3000	2003	El Paso, TX	4/25/2019 5:23 PM ET	\$2,532.00 Bids: 23	View by same: ▾
 2003 International 3000 ID: 1257718 (77)	International	3000	2003	El Paso, TX	5/31/2019 10:00 PM ET	\$2,500.00 Bids: 11	View by same: ▾
 2003 International 3000 ID: 1192003 (75)	International	3000	2003	El Paso, TX	5/31/2019 10:10 PM ET	\$2,500.00 Bids: 11	View by same: ▾
 2000 International 3800 School Bus ID: 3391	International	3800	2000	San Antonio, TX	1/9/2019 12:00 PM ET	\$2,475.00 Bids: 31	View by same: ▾
 2003 International 3000 ID: 1226733 (76)	International	3000	2003	El Paso, TX	4/25/2019 5:33 PM ET	\$2,425.00 Bids: 19	View by same: ▾
 2007 International PB105 ID: 3508	International	PB105	2007	San Antonio, TX	5/1/2019 11:15 AM ET	\$2,110.00 Bids: 43	View by same: ▾
 1996 International 3800 ID: #22	International	3800	1996	Mason, TX	2/18/2019 1:40 PM ET	\$2,000.00 Bids: 59	View by same: ▾

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Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.
[Contact us](#) with any questions, comments or concerns.
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Screenshot of GovDeals Home Page

Users can click on any category link to see current auctions in that category. In order to minimize confusion, categories without any current listings are automatically removed from the home page to prevent needless clicking on empty categories.

The GovDeals team is eager to provide a demonstration of our website, including back-end system, at the Agency's convenience.

GovDeals
A LIQUIDITY SERVICES MARKETPLACE

Searches ▾ Help Contact Us ▾ About Us ▾ Search

Home Log In Register View Country ▾

June 11, 2019, 03:42 PM ET P04

GovDeals provides services to various government agencies that allow them to sell surplus and confiscated items via the Internet. Each participating agency has its own auction rules and regulations and may be subject to government ordinances.

CATEGORIES search auctions Search for: QAL# Search

A Agriculture Equip/Commodities - 42 items All Terrain Vehicles - 32 items All Vehicles (Restricted Vehicles) - 7 items Ambulance/Rescue - 33 items Animal Equipment, Cages and Feed - 28 items Arts and Crafts - 30 items Asphalt Equipment - 16 items Audio/Visual Equipment - 219 items Automobiles - 514 items Automobiles (Classic/Custom) - 10 items Aviation - 9 items B Bags, All Types - 13 items Barber and Beauty Shop Equipment - 14 items Barrels and Drums - 2 items Batteries, All Types - 10 items Bicycles - 183 items Boats, Marine Vessels and Supplies - 52 items Books/Manuals - 48 items Builders Supplies - 49 items Buildings - 31 items Buses, Transit and School - 164 items C Cafeteria and Kitchen Equipment - 364 items Chemicals, All Types - 2 items Clocks - 9 items Clothing/Linens - 69 items Collectibles - 90 items Commercial Furnaces - 2 items Commodities / General Merchandise - 83 items Communication/Electronic Equipment - 342 items Compressors - 33 items Computers, Parts and Supplies - 1004 items Confiscated/Forfeited/Personal Property - 110 items Containers - Storage/Shipping - 31 items Cranes - 3 items D Dental Equipment and Supplies - 15 items Displays and Exhibit Stands - 25 items Driving Simulators - 1 items E Educational - 27 items Election Equipment - 2 items Electrical Supplies - 64 items Engineering Equipment and Supplies - 12 items Equipment, Heavy - 103 items Exercise Equipment - 96 items	F Fine Art - 78 items Fire and Police Equipment - 297 items Fire Trucks - 40 items Firearm Accessories - 11 items Firearms and Live Ammunition - 137 items First Aid - 8 items Forklifts - 29 items Fueling Equipment - 14 items Furniture/Furnishings - 906 items G Garbage - 1 items Garbage and Refuse Containers - 7 items Garbage Trucks - 23 items Generators - 46 items Glass - 2 items Golf Course Equipment - 26 items H Hardware - 8 items Health and Beauty - 6 items Highway Equipment - 13 items Holiday/Seasonal Items - 6 items HVAC Equipment - 41 items I Industrial Equipment - 132 items J Janitorial Equipment - 99 items Jewelry and Watches - 86 items K Knives / Multi-Tools - 47 items L Laboratory Equipment - 154 items Laundry Equipment - 26 items Library Equipment - 14 items Lighting/Fixtures - 126 items Lost/Abandoned Property - 68 items Lumber - 6 items M Machinery - 136 items Mailing Equipment - 3 items Material Handling Equipment - 27 items Medical Equipment and Supplies - 202 items Metal, Scrap - 65 items Metals, Precious - 1 items Miscellaneous Vehicles - 12 items Motor Homes / Travel Trailers - 4 items Motorcycles - 63 items Mowing Equipment - 137 items Music/Musical Equipment - 152 items N Nursery/Horticulture/Landscaping - 39 items	O Office Equipment/Supplies - 746 items Oils, Waste - 2 items Outdoor Living - 26 items P Paper and Paper Products - 14 items Photographic Equipment - 42 items Pipe, Valves, and Fittings, Industrial - 13 items Playground / Amusement Park Equipment - 7 items Plumbing Equipment and Supplies - 20 items Pool Supplies and Equipment - 3 items Printing and Binding Equipment - 83 items Public Utility Equipment - 30 items Pump - 22 items R Rail Equipment and Accessories - 2 items Real Estate - 16 items Recovered Items - 251 items Recyclable Materials - 4 items Road/Highway/Bridge Supplies - 23 items S Scales and Weighing Apparatus - 19 items School Equipment - 158 items Security Equipment - 37 items Snow Removal Equipment - 35 items Sporting Equipment - 317 items Survey Equipment - 2 items SUV - 182 items Sweeper - Parking Lot/Warehouse - 6 items Sweeper - Street - 11 items T Tanks - 23 items Tires and Tubes - 96 items Tools, All Types - 328 items Towers -- Water/Fire/Transmission - 1 items Tractor - Farm - 47 items Traffic Signals and Controls - 53 items Trailers - 72 items Trucks, Heavy Duty 1 ton & over - 185 items Trucks, Light Duty under 1 ton - 354 items V Vans - 203 items Vehicle Equipment/Parts - 183 items Vending Equipment - 7 items W Welding Equipment - 31 items Woodworking Equipment - 18 items
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Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.
Contact us with any questions, comments or concerns.
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AuctionDeals Network International Government Liquidation Liquidation.com GoIndustry DoveBid machinio.com

Screenshot of an Auction Page

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June 11, 2019, 03:46 PM ET P04

2005 Freightliner FS65

[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction	Condition	Category	Inventory ID
2005	Freightliner	FS65	4UZAAXDC25CU23050	161,898	No Title Restriction	Used/See Description	Buses, Transit and School	77017

2005 Freightliner FS65 THOMAS CHASSIS.
 Cat 7.2 L DIESEL ENGINE
 Allison Automatic transmission.
 Vehicle starts with a boost and runs.
 Maintained every 60 days.
 Maintenance records are available.
 Yellow, SEVENTY-SEVEN passenger bus WITH A/C.
 This bus was used to transport Students.
 Seats are grey vinyl and have minor damage.
 This vehicle was removed from service 02/2019
 Minor scratches/dents/dings.
 There are no broken windows or cracked glass.
 Tire condition low. Decals have been sprayed over.

» Seller Information

Seller Name: Marble Falls Independent School District, TX [\[view seller's other assets\]](#)
Asset Contact: [Gina Solorzano](#) (Phone: 830-798-2300)
Asset Location: 1800 Colt Circle Dr
 Bld 12
 Marble Falls, Texas 78654

[Ask a question](#)

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

\$ Payment

Payment in full is due not later than 5 business days from the time and date of the Buyer's Certificate. Acceptable forms of payment are: U. S. Currency, Certified Cashiers Check, Money Order, or a Company Check (with Bank Letter guaranteeing funds – mandatory) Checks shall be made payable to: Marble Falls Independent School District

📄 Removal

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate.

 The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

📷 Media

💡 Special Instructions

If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals **WILL BE LOCKED**

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

? Questions and Answers

There are currently no questions posted for this asset.

[Ask a question](#)

Quick Asset Lookup (QAL) #: 2704-40 (GD)

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Contact us with any questions, comments or concerns.
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Online Government Surplus Auctions

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- **Indicate how long auction records are maintained for download by the seller. All activities and transactions processed through the web-based auction system must be fully auditable for a period of five (5) years after the transaction.**

GovDeals will provide Region 4 and each OMNIA Participant with an array of real-time sales reports that will be available throughout the auction process and in perpetuity. These reports will never expire or be otherwise removed from within each Agency's GovDeals account.

- **Describe Offeror's system of technical support. What are the hours and days technical support is available? Do you provide upgrade packages? Distinguish between seller and buyer support**

Commitment to Personal Service to each Agency

Properly managing the sale of government assets and ensuring maximum ROI requires a great deal of knowledge and expertise. At GovDeals, we understand that managing surplus asset disposal is probably not your top priority every day. Most of the 12,000 government entities with whom we've worked would likely say the same thing. Since you have more pressing matters to deal with each day, having a partner in GovDeals means that you don't have to be an expert at auction strategy to yield the highest prices for your surplus assets.

GovDeals will provide easily accessible, highly responsive training, customer service, and technical support to each Agency, including 24/7 on-call support by phone and email, as well as scheduled on-site support. Each Agency will be given direct phone numbers and email addresses for each person on the account team. This team is comprised of the following:

- An experienced Client Account Manager who will be the Agency's primary point of contact for training, technical questions, advice, assistance loading auctions, etc., throughout the duration of the business relationship. Your Client Account Manager may be reached by cell phone or email 24 hours a day, 7 days a week and will provide on-site support whenever needed.
- A customer support help desk team to provide additional service and support. GovDeals' Client Help Desk is staffed by fully trained Client Service Representatives who are available for technical support, questions, and training. The Client Help Desk is available by toll-free phone, live chat, and email Monday through Friday, 7 a.m. to 6 p.m. CT.
- A sales/account/contract representative to verify that the service provided by GovDeals meets each Agency's specific needs and requirements and to ensure contract compliance. This representative is easily accessible by cell phone and email. He is available to meet with each Agency on a regularly scheduled or as-needed basis.
- A marketing support team to promote each Agency's high-value assets to targeted bidders to maximize competition and return on investment.
- A bidder help desk team to ensure bidders comply with the terms and conditions of each Agency's auctions.
- An accounting team to ensure bidder payments are properly recorded and seller proceeds are properly remitted to each Agency.

Customer Support to Bidders

GovDeals provides bidder support from a dedicated service center staffed by 8 experienced GovDeals employees. The Bidder Services Help Desk intakes more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first-call resolution rate. The Bidder Services Help Desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a prospective bidder who does not speak English or Spanish.

Upgrade Packages

In certain situations GovDeals may be positioned to provide scheduled on-site service appointments to help Agencies take photographs and create auction listings. Region 4 and OMNIA Participants are encouraged to contact their Client Account Manager or Regional Representative to discuss potential upgraded service.

- **What is the typical methodology for requesting customization and typical time frame for responding to such a request?**

Many elements of the GovDeals platform – including auction templates and sales reports – can be easily customized for an Agency's specific needs. We recommend discussing possible customizations with your Client Account Manager to determine if the feature is already available.

At GovDeals, we highly value input and feedback from our client sellers. Much of what we have learned over the years has come from direct interactions with our various points of contact within the government entities we serve and, because we do our best to listen, we are a much better company after 18 years of hard-earned growth and commitment to selling government surplus online. We strive to solve any client problems immediately if possible, and customizations can be provided in a few days to a few months, depending on the depth of the changes requested.

e. Describe how Offeror responds to emergency orders.

In our industry, the most common urgent requests occur when an Agency encounters a large amount of vehicles or equipment that must be liquidated quickly. In most circumstances, GovDeals is positioned to be able to provide on-site assistance to help take photographs and create auction listings, ensuring the urgent need can be resolved within 2-4 weeks.

f. Describe Reporting:

- **Describe the reporting capabilities available to the seller. Provide sample copies of a transaction log and admin fee payment reconciliation report.**

Detailed Reporting to Ensure Compliance with Each Agency's Surplus Policy

Just as procurement departments routinely use modern procurement portals for contracts, purchasing, and vendor communication on the front end (and often utilize asset management software while items are in service), procurement officials need transparency and detailed reporting on the back end as they dispose of surplus assets. The use of technology enables procurement officials to operate and monitor the entirety of their purchasing and disposition processes while spending taxpayer dollars efficiently and transparently.

Through GovDeals' robust online platform, your procurement department and end users will have full transparency through secure auditable reporting of surplus sale items, the number of bids received, date

and time of each bid, and the names of winning bidders, as well as cumulative data in any date range chosen. These real-time reports will provide purchasing officials with peace of mind that their processes are indeed compliant with their surplus disposition policies. Additionally, the most recent 12 months of GovDeals' online auction results may be viewed by anyone searching at GovDeals.com, providing transparency to the general public.

GovDeals will record all bids and provide real-time reporting and summary reports within your account. Users will have 24/7 access to an array of real-time reports, as well as the ability to view a detailed bid history and audit trail of all the Agency's auctions at any time during the auction or after its close, without expiration or archiving.

GovDeals' interactive reports are accurate and detailed, enabling the Agency to track all assets from the time they are loaded into the GovDeals system until they are sold and proceeds are collected. GovDeals' reports can be viewed online, sorted, printed, and/or exported to Microsoft Excel. Many reports can be customized to unique needs the Agency may have. Whether under contract with GovDeals or not, you will continue to have perpetual access to its GovDeals reports without limitation or expiration – ever.

Sample Reports

Invoicing Report

The Invoicing Report, also referred to as the reconciliation statement, details all assets sold each month. This statement is sent to the seller to summarize the month's financial transactions. The report, available in PDF and hard copy, displays item description, inventory ID number, date sold, sold amount, fee percentage and amount, seller/buyer certificate ID number, and credit details if any.

Total sold amount for the month is also included on this report, as well as the total fee amount. While the vast majority of selling governments elect GovDeals to withhold our fees and remit the net proceeds, this report also serves as the monthly invoice for sellers that collect their own buyer payments or prefer to receive gross proceeds. In these cases, the Invoicing Report will provide a calculation of total fee amount due to GovDeals with terms of net 30 days.

GovDeals
A Liquidity Services Marketplace

Agency Contact: C
Invoice #:
Invoice Date: 1/1/2017-1/31/2017
Due Date: 3/2/2017

Asset Description	Inventory ID	Date Sold	Sold \$ Fee %	Fee \$ Certificate ID	Credit Date	Credit \$
Street Broom-Pull Behind / Used / DS16-0251-1	DS16-0251-15 / WKCC /	11/14/16	\$27.00 0	\$0.00* 199-1114161930-6897	Credit	Reversal
Hunter Wheel Balance Machine / Used / DS17-00	DS17-0088-1 / Bullitt	1/16/17	\$152.00 MIN	\$0.00* 215-0116171930-6897		
2006 EX GO Golf Cart / Usable / Unit 15 / DS1	Unit 15 / DS17-0085-1	1/16/17	\$2,130.00 MIN	\$0.00* 217-0116171954-6897		
Cushman 5th Wheel Top Dresser / Used But Read	DS16-0259-2 / Top Dre	1/19/17	\$750.00 MIN	\$0.00* 214-0119172000-6897		
2004 EZ GO Golf Cart / Usable / Unit 5 / DS17	DS17-0085-2 / Unit 5	1/23/17	\$1,527.00 MIN	\$0.00* 218-0123171939-6897		
Snap-On Tire Changer / Used / Works / DS17-00	DS17-0088-2 / Tire Ch	1/23/17	\$877.00 MIN	\$0.00* 216-0123172000-6897		
2004 EZ GO Golf Cart / Usable / Good / DS17-0	DS17-0085-5 / Unit 38	1/30/17	\$2,070.00 MIN	\$0.00* 219-0130171954-6897		
			\$7,506.00	\$0.00		\$0.00

No money is due; this statement is for your records only. Credit will be applied in the same month they are entered in the GovDeals system.
If you have any problems or questions, please contact Accounting at 1-800-613-0156 option 4.
Thank you!
* denotes fee was withheld by GovDeals

Total Fees: \$0.00
Prior Sales Credits: \$0.00
Current Credits: \$0.00
Fees Withheld: \$0.00

Partner Report (Admin Fee Reconciliation Report)

GovDeals' Partner Report tracks and reports sales. This report will be available in Region 4/OMNIA's administrative account for auditing and management purposes. Detailed on the Partner Report are each applicable account's contract start date, status, total sales, total assets sold, year-to-date sales and number of assets sold, and period sales and number of assets sold. Also displayed are totals for each sales category (total/YTD/period). This report may be run for any designated date range.

Each account name is linked to provide account POC and sales information. Each sales figure in the main partner report, when clicked, will take the auditor to a detailed breakdown of the account's sales data, including auction description (linked to the auction listing), category, starting bid, sold amount, number of bids, end date and time, number of hits, and number of visitors. This report may be run for any designated date range, and it includes the total sales amount and starting bid sums for the period selected.

Partner Members

Period Sales/Items:

Start Date: 1/1/2018

End Date: 3/31/2018

Submit

50 members returned.

Account ID #	Name	Contract Start	Status	Total Sales	Total Items	YTD Sales	YTD Items	Period Sales	Period Items
574	Hot Springs, AR	8/29/2005	Inactive	\$80,718.01	19	\$0.00	0	\$0.00	0
660	England, AR	11/8/2005	Inactive	\$9,541.00	4	\$0.00	0	\$0.00	0
679	Arkansas Municipal League, AR	1/30/2006	Active	\$8,410.87	37	\$2,650.00	11	\$2,330.00	8
823	Pea Ridge, AR	5/23/2006	Active	\$57,563.46	36	\$0.00	0	\$0.00	0
845	Norphlet, AR	6/20/2006	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
860	Montrose, AR	7/10/2006	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
890	Paris, AR	7/18/2006	Inactive	\$13,846.00	8	\$0.00	0	\$0.00	0
1261	Dumas, AR	6/1/2007	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
1458	Barling, AR	10/4/2007	Inactive	\$20,480.04	16	\$0.00	0	\$0.00	0
1556	Cabot, AR	1/14/2008	Active	\$532,105.92	219	\$61,558.00	10	\$30,332.00	4
1754	Batesville, AR	5/13/2008	Active	\$365,782.18	213	\$306.00	1	\$306.00	1
1895	Berryville, AR	8/5/2008	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
2062	Clinton, AR	11/17/2008	Inactive	\$47,112.01	30	\$0.00	0	\$0.00	0
2354	Rogers, AR	4/30/2009	Active	\$495,689.00	21	\$0.00	0	\$0.00	0
2477	Siloam Springs, City of, AR	6/29/2009	Inactive	\$33,348.51	19	\$0.00	0	\$0.00	0
2536	Arkadelphia, AR	8/3/2009	Active	\$174,430.12	92	\$17,178.00	10	\$3,773.00	6
2620	Beebeville, AR	9/15/2009	Inactive	\$4,110.00	1	\$0.00	0	\$0.00	0
2855	Bentonville, AR	1/25/2010	Active	\$0.00	0	\$0.00	0	\$0.00	0
2912	Parkin, AR	2/17/2010	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
3185	Russellville, AR	7/22/2010	Active	\$253,088.19	95	\$0.00	0	\$0.00	0
3294	Bryant, AR	9/20/2010	Active	\$345,426.20	82	\$9,538.00	9	\$50.00	1
3352	DeQueen, AR	10/26/2010	Active	\$64,727.99	91	\$4,252.00	2	\$4,252.00	2
3519	Hazen, AR	8/3/2011	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
4132	Bradford, AR	8/3/2011	Active	\$8,774.87	6	\$0.00	0	\$0.00	0
4744	Gentry, AR	6/13/2012	Active	\$13,604.12	14	\$0.00	0	\$0.00	0
4755	Centerton, AR	6/15/2012	Active	\$130,056.49	19	\$5,591.00	2	\$0.00	0
4861	Rector, AR	7/30/2012	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
4866	Blytheville, AR	8/1/2012	Inactive	\$4,000.00	1	\$0.00	0	\$0.00	0
4898	Pottsville, AR	8/3/2011	Active	\$57,466.00	20	\$0.00	0	\$0.00	0
4902	Hampton, AR	8/20/2012	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6374	Marion, AR	2/7/2014	Active	\$133,322.00	23	\$3,156.00	2	\$3,156.00	2
6486	North Little Rock, AR	3/19/2014	Active	\$609,328.38	538	\$99,776.16	133	\$28,031.29	39
6528	Cave City, AR	3/31/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6749	Mulberry, AR	6/18/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6821	Brookland, AR	7/16/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6837	Maumelle, AR	7/23/2014	Active	\$124,598.00	23	\$0.00	0	\$0.00	0
6850	Sulphur Springs, AR	7/29/2014	Inactive	\$2,075.00	1	\$0.00	0	\$0.00	0
7028	Sherwood, AR	9/24/2014	Active	\$119,382.22	187	\$32,240.00	22	\$16,496.00	13
8243	Little Flock, AR	11/12/2015	Active	\$14,325.02	4	\$0.00	0	\$0.00	0
8433	McRae, AR	1/28/2016	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
8916	Black Oak, AR	6/16/2016	Active	\$0.00	0	\$0.00	0	\$0.00	0
8967	Hackett, AR	7/5/2016	Active	\$25,665.00	6	\$18,490.00	4	\$0.00	0
9231	Lake City, AR	9/29/2016	Active	\$5,555.00	2	\$3,755.00	1	\$3,755.00	1
9323	McCrary, AR	10/28/2016	Active	\$0.00	0	\$0.00	0	\$0.00	0
9380	White Hall, AR	11/17/2016	Active	\$83,801.00	21	\$16,360.00	6	\$6,500.00	1
9635	Austin, AR	2/13/2017	Active	\$7,376.78	7	\$1,525.01	1	\$0.00	0
10351	Jasper, AR	8/14/2017	Active	\$25.00	1	\$0.00	0	\$0.00	0
11106	Green Forest, AR	3/8/2018	Active	\$48,784.00	8	\$48,784.00	8	\$0.00	0
11284	Ward, AR	4/16/2018	Active	\$0.00	0	\$0.00	0	\$0.00	0
11679	Benton, AR	6/27/2018	Active	\$0.00	0	\$0.00	0	\$0.00	0
				\$3,894,518.38	1,864	\$325,159.17	222	\$98,981.29	78

Sold Assets Report (Transaction Log)

Ad hoc reporting options and example report shown

Our clients' most-utilized tool, the Sold Assets Report provides detailed data of all assets sold within any selected date range. With the ability to export to Microsoft Excel with a single click, this report can be easily imported into the seller's other recordkeeping systems, merged with additional inventory data, or filtered by department, category, etc.

More than 45 data fields can be reported with this ad hoc reporting tool, such as:

- ♦ Asset details: description, inventory ID, make/brand, model, VIN, mileage, category, status, tier (internal reallocation), etc.
- ♦ Seller filters: department, name/address of asset's physical location, seller's POC for the asset, etc.
- ♦ Auction data: starting bid, reserve amount, bid increment, number of hits to the auction page, number of bids placed, etc.
- ♦ Buyer info: name, company, city, state, and extended info (buyer's user ID, name for vehicle title, full address)
- ♦ Monetary data: sold amount, fee, net results, buyer's premium amount, tax amount and percentage if applicable, additional fee info (such as shipping/storage fee paid to seller by buyer), remittance check number; and total sold amount, total fee, total net results, total taxes, etc.
- ♦ Timeline: auction start/end dates and times, buyer payment date, asset pick up date, remittance check date
- ♦ Credits: credit date, reason, & ability to filter out credits

Sold Asset Report

Select any of the items to display the data or [check all items](#).

Asset

☐ Asset ID

☐ Asset POC

☐ Category

☐ Department

☐ Description

☐ Inventory ID

☐ Location Name

☐ Dept. #

☐ Tier

☐ Secondary Inventory ID

☐ Location Address

☐ Status

☐ VIN/Serial #

☐ Make / Brand

☐ Model

☐ Miles/Hours

☐ Year

☐ Long Description

☐ Title Restriction

☐ Authorized Bid Restriction

Auction

☐ Starting Bid

☐ Reserve

☐ Bid Increment

☐ # of Visitors

☐ Auto Extension

☐ # of Bids

☐ Start Date

☐ End Date

☐ # of Hits

Buyer

☐ Full Name

☐ Agency/Company

☐ City

☐ State

☐ ID #

☐ Title To

☐ Extended Info

Monetary

☐ Additional Fees

☐ Sold Amount

☐ Tax

☐ GovDeals Fee

☐ Picked Up Date

☐ Net Results

☐ Tax %

☐ Paid Date

☐ Credit Reason

☐ Check Date

☐ Bill of Sale Other \$

☐ Credit Date

☐ Check #

☐ Buyer's Premium

☐ Bill of Sale Other \$ Description

☐ Seller Payment

☐ Admin Fee

or ☐ Check here to get all assets from the beginning.
or Search by Payment #:

☐ Hide credits taken outside of date range
☐ Hide all credits
☐ Export to Excel

[Continue](#)

Miami-Dade County, FL							
Date range: 06/10/2015 - 06/30/2015							
ID #	Description	Category	Buyer	Sold Amount	Bids	Auction Ended	Status
1	2004 Eurocopter (Airbus) AS350B2 Helicopter	Aircraft and Av	Michael	\$818,000.00	3	6/11/15 3:00 PM	PU
38	One Lot of Assorted Video and Photography Equipment.	Photographic Eq	michael	\$615.00	26	6/11/15 6:06 AM	PU
48	One Lot of (8) Kooltronic Air Conditioners Model: KA4C1.5NMVX	Industrial Equi	rafael	\$160.00	7	6/11/15 8:06 PM	PU
49	13-2184/2001 Lanco Law Enforcement Armored Vehicle, Bearcom	Automobiles (Re	Dennis	\$23,500.00	0	6/12/15 3:35 PM	PU
52	Merits Electric Powered Wheel Chair Atlantis 1	Health and Beau	LOUISE	\$265.00	15	6/26/15 8:12 PM	PU
66	Lot of 16 Refrigeration Compressors	Compressors	Ronald	\$210.00	11	6/26/15 8:00 PM	PU
68	One lot of (9) Used Turbo Units	Vehicle Equipme	JOSEPH	\$150.00	1	6/12/15 5:01 PM	PU
74	One lot of dive equipment	Boats and Marin	James	\$120.99	5	6/16/15 11:55 AM	PU
77	One lot of 2 Junkin MC-100 mortuary cots	Mortuary Items	Robert	\$200.00	3	6/26/15 8:00 PM	PU
78	595692/One Peak Beam high intensity searchlight	Sporting Equipm	Eduardo	\$110.01	6	6/26/15 8:00 PM	PU
79	One lot of plastic interlocking paver mats.	Outdoor Living	Charles	\$2,010.00	67	6/26/15 8:24 PM	PU
80	811647/One Hewlett Packard Design jet T610	Computers, Part	roberto	\$100.00	2	6/26/15 8:00 PM	PU
81	586843/ Engle Dental system/dental chair and dental light	Medical/Dental	Aida	\$305.00	8	6/26/15 8:12 PM	PU
82	Generac Centurion 15000 watt electric generator	Generators	Michael	\$1,300.00	26	6/26/15 8:06 PM	PU
84	One lot of metal pipe	Pipe, Valves, a	Mohammed	\$4,475.00	134	6/26/15 8:27 PM	PU
86	701842/ Steam Kettle	Cafeteria and K	Manuel	\$630.00	7	6/26/15 8:03 PM	PU
				\$852,151.00			

Bill of Sale

A Bill of Sale will be automatically populated with the seller's information (including Agency logo/seal if desired); the winning bidder's name; all of the information regarding the asset sold, such as inventory number, VIN, make, model, etc.; sale price, tax amount if applicable; payment date and method; and the date sold. The Bill of Sale can be emailed to the winning bidder or printed and given to the bidder when he/she arrives to pick up the item won at auction.

The Bill of Sale contains a disclaimer: "Asset is sold as is, where is, and without warranty. Once the asset is removed from the seller's premises, there is no refund of monies previously paid." This language may be customized. The Agency is encouraged to obtain a Bill of Sale for every item picked up in order to retain a document the buyer has signed agreeing that no money will be refunded. The signed Bill of Sale may be uploaded to the completed auction.

Pennsylvania State Services, PA
2021 Forster St
Harrisburg, PA 17105-1728

Bill of Sale Date: 01/27/2017	Bill of Sale Number: 1272017
Asset ID: 6636	Inventory ID: 0294

Description of Property	Award Amount
ASSORTED MONITORS ****PICK UP ONLY****	606.00

Asset Information				
	Year:	Make/Brand:	Model:	VIN/Serial:
	Meter:	Title Restriction:		

Sale Information				
Actual Sold Amount:	\$606.00	Paid On:	01/27/2017 by PayPal	
Other Amount:	\$0.00	Other Amount Description:		
Buyer's Premium:	\$60.60	Tax Rate:	0%	
Tax Amount:	\$0.00			
Total Amount:	\$666.60		* Taxable Items	

Asset is sold as is, where is, and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Newark, NJ 07112-1128
USA
@hotmail.com
973-1

Buyer/Agent Signature: _____
Print Name: _____
Date: _____

Current Bid Report

The Current Bid Report allows the seller to manage its current live auctions, with visibility of high bid amounts, reserve pricing, number of bids, auction end date and time, website traffic (hits and visitors), and the number of users who have added each auction to their watch lists.

This is an ad hoc report that may be customized and may be exported to Microsoft Excel.

Current Bid Report

☒ Asset ID
 ☒ Inventory ID
 ☒ Description
 ☒ # Visitors
☒ Current Bid
 ☒ # Bids
 ☒ Auction End
 ☒ # Hits
☒ Reserve
 ☒ Watchers
☐ Include Assets with no Bids
☐ Export to Excel

Continue

7 auctions returned.

ID ↑	Inventory ID	Description	Reserve	Current Bid	# Bids	Auction End	# Visitors	# Hits	# Watchers
844	844	Apple iPad	\$0.00	\$65.00	7	7/13/16 10:00 AM	204	291	14
845	845	Apple Shuffles	\$0.00	\$43.00	5	7/13/16 10:30 AM	87	119	5
846	846	Apple iPod Classic	\$0.00	\$116.00	10	7/13/16 11:00 AM	123	184	14
847	847	Multimedia LCD Projector & Projector Screen	\$0.00	\$50.00	1	7/13/16 11:30 AM	102	131	4
849	849	Exercise Station	\$0.00	\$330.00	15	7/13/16 12:30 PM	264	333	8
850	850	Weight Station Frame	\$0.00	\$10.00	1	7/13/16 1:00 PM	150	180	5
851	851	Weight Lifting Equipment	\$0.00	\$95.00	3	7/13/16 1:30 PM	271	314	6
			\$0.00	\$709.00					

Paid For/Picked Up Reports

Paid For/Picked Up Reports can be generated within a seller's GovDeals account to display all items sold at auction, separated by status. These reports are exportable to Microsoft Excel.

This three-part "PPU Report" provides real-time status lists of items that have not been paid for; those that have been paid for but have not yet been picked up; and those that have been paid for and have been picked up.

All of the PPU reports include the asset ID, inventory number, description, auction end date and time, high bid amount, sales taxes, seller-imposed fees to buyer, GovDeals fee amount, and buyer's total payment amount. Date of payment is also included on the "Paid" and "Paid & Picked Up" reports."

The "Not Paid" and "Paid, Not Picked Up" reports include a reminder feature that enables the seller to, with a single click, send a notification to the winning bidder reminding him or her that the payment or pick-up deadline has passed.

The payment reminder email includes payment instructions and a link to the auction won, as well as amount due. All reminder emails also include a direct link to the specific seller's Terms and Conditions that outline the payment terms and default penalties.

The "Paid & Picked Up" report also indicates the status of the seller's remittance payment from GovDeals, including the number of the GovDeals check/payment to the seller.

Examples of reports shown are, top to bottom:
"Not Paid," "Paid, Not Picked Up," & "Paid & Picked Up"

Paid For & Picked Up Report

Filter by: Not Paid
Submit
Not Paid
Paid, Not Picked Up
Paid, Picked Up

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Status	Reminder (?)
61	350	2006 Ford Expedition XLT 4WD	David Uche	10/30/15 2:00 PM	\$3,960.00*	\$0.00		\$3,960.00	-\$0.00	\$3,960.00	Not Paid	Reminder
63	381	2006 Chevrolet TrailBlazer LS 4WD	ron mcmahon	10/30/15 2:20 PM	\$4,190.00*	\$0.00		\$4,190.00	-\$0.00	\$4,190.00	Not Paid	Reminder
68	66	1994 Ford F-350 XL Reg. Cab DRW 2WD	David Mayo	10/30/15 3:10 PM	\$6,010.00*	\$300.00		\$6,310.00	-\$0.00	\$6,310.00	Not Paid	Reminder
					\$14,160.00	\$300.00	\$0.00	\$14,460.00	\$0.00	\$14,460.00		

Paid For & Picked Up Report

Filter by: Paid, Not Picked Up

Submit

Export to Excel

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Paid	Status	Reminder
6044	7006 01	50 PIECES OF GUARDRAIL	Bank account	5/10/16 6:30 PM	\$2,102.00*	\$0.00		\$2,102.00	-\$102.15	\$1,999.85	5/10/16		06/20/16
6045	7006 02	50 PIECES OF GUARDRAIL	Bank account	5/10/16 6:35 PM	\$2,203.00*	\$0.00		\$2,203.00	-\$105.22	\$2,037.78	5/10/16		06/20/16
6047	7006 04	25 PIECES OF GUARDRAIL	Bank account	5/10/16 6:45 PM	\$1,257.00*	\$0.00		\$1,257.00	-\$94.27	\$1,162.73	5/10/16		06/20/16
6048	7006 05	60 PIECES OF GUARDRAIL	Bank account	5/10/16 6:50 PM	\$1,304.00*	\$0.00		\$1,304.00	-\$97.80	\$1,206.20	5/10/16		06/20/16
6049	7006 06	100 PIECES OF GUARDRAIL	Bank account	5/10/16 6:55 PM	\$2,257.00*	\$0.00		\$2,257.00	-\$109.27	\$2,007.73	5/10/16		06/20/16
6075	7047 01	5,000 GALLON ASPHALT TANK	Julie Fugate	6/9/16 6:45 PM	\$9.00*	\$0.00		\$9.00	-\$5.00	\$4.00			06/20/16
6076	7047 02	10,000 GALLON ASPHALT TANK	Julie Fugate	6/9/16 6:50 PM	\$9.00*	\$0.00		\$9.00	-\$5.00	\$4.00			06/20/16
6077	7047 03	15,000 GALLON ASPHALT TANK	Julie Fugate	6/9/16 6:55 PM	\$7.00*	\$0.00		\$7.00	-\$5.00	\$2.00			06/20/16
6078	7005 01	FILE CABINET - 5 DRAWER	Robert Green	6/9/16 7:00 PM	\$7.00*	\$0.00		\$7.00	-\$5.00	\$2.00	6/23/16		06/20/16
6084	7031 01	SCAG WALK BEHIND LAWN MOWER	Jeremy Morgan	6/20/16 6:15 PM	\$779.00*	\$0.00		\$779.00	-\$58.42	\$720.58	6/24/16		06/20/16
6085	7031 02	SCAG WALK BEHIND LAWN MOWER	Jeremy Morgan	6/20/16 6:20 PM	\$793.00*	\$0.00		\$793.00	-\$59.47	\$733.53	6/24/16		06/20/16
6086	7022 01	1,550 Gallon Tank	Joshua Bright	6/20/16 6:25 PM	\$135.01*	\$0.00		\$135.01	-\$10.13	\$124.88	6/21/16		06/20/16
6087	7022 02	10,000 Gallon Tank	Joshua Bright	6/20/16 6:30 PM	\$173.01*	\$0.00		\$173.01	-\$12.98	\$160.03	6/21/16		06/20/16
6088	7031 03	CONCRETE SAW	Chris Loney	6/20/16 6:35 PM	\$72.00*	\$0.00		\$72.00	-\$5.40	\$66.60	6/21/16		06/20/16
					\$11,167.02	\$0.00	\$0.00	\$11,167.02	\$855.11	\$10,311.91			

Update Assets

Remind Buyers with a Single Click

Paid For & Picked Up Report

Filter by: Paid, Picked Up

Search by Payment#:

Or

Auction ended between: Start Date: 6/1/2016 End Date: 6/30/2016

Submit

Export to Excel

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Picked Up	Payment #	Payment Date
Electronic Payments Received from GovDeals													
827	827	Alamo Auto Lifts	Jeremiah Smith	6/1/16 11:00 AM	\$1,275.00*	\$105.19		\$1,380.19	-\$95.62	\$1,284.57	6/20/2016	81098	6/30/16
828	828	Overhead Doors	Garry Smith	6/1/16 11:30 AM	\$105.00*	\$8.66		\$113.66	-\$7.87	\$105.79	6/29/2016	81540	7/7/16
829	829	Exercise Station	Caesar Smith	6/1/16 12:09 PM	\$600.00*	\$54.45		\$714.45	-\$49.50	\$664.95	6/15/2016	80687	6/22/16
830	830	Weight Rack	Justin Olvera	6/1/16 12:30 PM	\$385.00*	\$31.76		\$416.76	-\$28.87	\$387.89	6/3/2016	79809	6/9/16
831	831	Weight Lifting Equipment	Jesus Hernandez	6/1/16 1:00 PM	\$290.00*	\$23.92		\$313.92	-\$21.75	\$292.17	6/9/2016	80231	6/15/16
832	832	1999 Buick Regal GS	Herbert Lee	6/15/16 10:09 AM	\$550.00*	\$0.00		\$550.00	-\$41.25	\$508.75	6/20/2016	81098	6/30/16
833	833	1990 Nissan Stanza XE	Roberto Hernandez	6/15/16 10:30 AM	\$70.00*	\$0.00		\$70.00	-\$5.25	\$64.75	6/20/2016	81098	6/30/16
834	834	1999 Ford Escort ZX2	Juan Hernandez	6/15/16 11:00 AM	\$220.00*	\$0.00		\$220.00	-\$16.50	\$203.50	6/29/2016	81540	7/7/16
835	835	1999 Ford Explorer XL 2WD	Cobra Jones	6/15/16 11:36 AM	\$710.00*	\$0.00		\$710.00	-\$53.25	\$656.75	6/21/2016	81098	6/30/16
840	840	Wall Mirrors	Jason Smith	6/29/16 12:00 PM	\$35.00*	\$2.89		\$37.89	-\$5.00	\$32.89	6/30/2016	81540	7/7/16
					\$4,300.00	\$226.87	\$0.00	\$4,526.87	\$324.86	\$4,202.01			
Total Received from GovDeals: \$4,202.01													
*Total GovDeals Fees Withheld: \$324.86													

Electronic Payments Owed by GovDeals

ID	Inv ID	Description	Buyer Name	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net to Pay	Picked Up	
815	815	Safety Swtch boxes	roberto hernandez	6/1/16 10:30 AM	\$55.00*	\$4.54		\$59.54	-\$5.00	\$54.54	7/6/2016	
836	836	Exercise Station	ernesto hernandez	6/29/16 10:09 AM	\$600.00*	\$54.45		\$714.45	-\$49.50	\$664.95	7/6/2016	
					\$715.00	\$58.99	\$0.00	\$773.99	\$64.50	\$719.49		
Total Owed by GovDeals: \$719.49												
* Total GovDeals Fees to Withhold: \$64.50												

Status Report

The Status Report provides the ability to quickly display asset auction data according to current status, such as those at auction, items sold, and auctions listed as inactive (on hold), as well as auctions that closed with no bids or those that did not meet reserve. These reports are easily exported to Microsoft Excel with a single click.

Asset Statuses												
Ready for Auction Continue												
Export results to a tab delimited text file												
ID ↑	Inv ID	# Photos	Description	Action Date	Start Date/Time	End Date/Time	Open	Increment	Reserve/Strike	# Bids	High Bid	Auto Extension
6701	16933	1	2 Skids Misc Clothing #16933 697 LBS ****PICK UP ONLY****	2/6/17 10:46 AM	2/8/17 10:56 AM	2/15/17 10:05 AM	\$50.00	\$2.00	\$0.00	0	\$50.00	
6703	16944	1	Approx 3 LB Gold Tone Jewelry #16944	2/6/17 10:48 AM	2/8/17 10:59 AM	2/15/17 10:15 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6704	16841	1	Misc Electronics 8 lbs #16841	2/6/17 10:49 AM	2/8/17 11:00 AM	2/15/17 10:00 AM	\$10.00	\$2.00	\$0.00	0	\$10.00	
6706	16956	1	Approx 13 lbs Assorted Multitools #16956	2/6/17 10:52 AM	2/10/17 11:02 AM	2/17/17 10:10 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	
6708	16894	1	Approx 10 Assorted Leatherman Multitools Approx 5 lbs. 16894	2/6/17 10:55 AM	2/10/17 11:05 AM	2/17/17 10:05 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6710	16848	1	Approx 16 lbs Assorted Victorinox Knives #16848	2/6/17 10:57 AM	2/10/17 11:07 AM	2/17/17 10:15 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6711	16898	0	Approx 10 Assorted Gerber Multitools 6 lbs #16898	2/6/17 10:58 AM			\$0.00	\$0.00	\$0.00		\$0.00	
6712	16898	1	Approx 10 Assorted Gerber Multitools 6 lbs #16898	2/6/17 10:58 AM	2/8/17 11:09 AM	2/15/17 10:10 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6713	16855	1	Approx 5 Assorted Purses #16855 5 lbs	2/6/17 11:00 AM	2/8/17 11:10 AM	2/15/17 10:20 AM	\$15.00	\$1.00	\$0.00	0	\$15.00	
6714	16887	1	Assorted Lighters #16887 ****PICK UP ONLY****	2/6/17 11:01 AM	2/10/17 11:11 AM	2/17/17 10:00 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	
6715	16940	1	Approx 5 lbs Silver Tone Jewelry #16940	2/6/17 11:02 AM	2/10/17 11:13 AM	2/17/17 10:20 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	

Asset Statuses												
Sent to Auction Continue												
Export results to a tab delimited text file												
ID ↑	Inv ID	# Photos	Description	Action Date	Start Date/Time	End Date/Time	Open	Increment	Reserve/Strike	# Bids	High Bid	Auto Extension
6688	16880	1	Approx 14 lbs Assorted Multitools #16880	2/1/17 9:52 AM	2/1/17 9:52 AM	2/8/17 10:15 AM	\$25.00	\$2.00	\$0.00	1	\$25.00	
6689	16919	1	Approx 10 lbs Assorted Box Cutters #16919	2/3/17 9:53 AM	2/3/17 9:53 AM	2/10/17 10:20 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6690	16835	1	Approx 15 lbs Assorted Victorinox Knives #16835	2/1/17 9:54 AM	2/1/17 9:54 AM	2/8/17 10:00 AM	\$25.00	\$5.00	\$0.00	11	\$405.00	
6691	16824	1	Approx 10 Assorted Gerber Multitools 4 lbs #16824	2/3/17 9:55 AM	2/3/17 9:55 AM	2/10/17 10:00 AM	\$25.00	\$5.00	\$0.00	1	\$25.00	
6694	16830	1	Approx 12 lbs Assorted Black Knives #16830	2/1/17 10:38 AM	2/1/17 10:38 AM	2/8/17 10:10 AM	\$25.00	\$5.00	\$0.00	11	\$206.00	
6695	16827	1	Approx 1 lbs Assorted Reading Glasses #16827	2/3/17 10:39 AM	2/3/17 10:39 AM	2/10/17 10:05 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6696	16904	1	Approx 9 lbs Assorted Fixed Blade Knives #16904	2/3/17 10:40 AM	2/3/17 10:40 AM	2/10/17 10:10 AM	\$15.00	\$2.00	\$0.00	7	\$42.00	
6697	16939	1	Approx 5 LB Silver Tone Jewelry #16939	2/3/17 10:41 AM	2/3/17 10:41 AM	2/10/17 10:15 AM	\$25.00	\$5.00	\$0.00	3	\$30.00	
6698	16886	1	Assorted Lighters #16886 ****PICK UP ONLY****	2/1/17 10:43 AM	2/1/17 10:43 AM	2/8/17 10:20 AM	\$15.00	\$5.00	\$0.00	6	\$55.00	
6699	16930	1	Approx 2 lbs. Assorted Sunglasses #16930	2/1/17 10:44 AM	2/1/17 10:44 AM	2/8/17 10:05 AM	\$10.00	\$1.00	\$0.00	3	\$36.00	
6702	16924	1	Approx 7 lbs. of Assorted Belts #16924	2/6/17 10:58 AM	2/6/17 10:58 AM	2/13/17 10:00 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6705	16849	1	Approx 11 lbs Assorted Black Knives #16849	2/6/17 11:01 AM	2/6/17 11:01 AM	2/13/17 10:05 AM	\$25.00	\$5.00	\$0.00	0	\$25.00	
6707	16874	1	Approx 1 lbs Assorted Reading Glasses #16874	2/6/17 11:04 AM	2/6/17 11:04 AM	2/13/17 10:15 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6709	16920	1	Approx 10 lbs Assorted Box Cutters #16920	2/6/17 11:06 AM	2/6/17 11:06 AM	2/13/17 10:10 AM	\$10.00	\$1.00	\$0.00	0	\$10.00	
6716	16948	1	Approx 5 lbs Costume Jewelry #16948	2/6/17 11:14 AM	2/6/17 11:14 AM	2/13/17 10:20 AM	\$25.00	\$2.00	\$0.00	0	\$25.00	

Buyer's and Seller's Certificates

When an auction closes, a Buyer's Certificate will automatically be sent to the winning bidder via email, and a matching Seller's Certificate will be sent to the seller's POC.

These certificates contain the bidder's name, company name if applicable, address, telephone number, bidder ID number, item description, asset ID, and sold amount.

This notification of award also includes the seller's terms and conditions. Contact information for the seller is also provided to the buyer, as well as payment and asset removal instructions.

A PDF of the Bill of Sale will be included in the Seller's Certificate email.

Payment Confirmation

After a successful transaction, buyers will receive an email receipt confirming their online payment has been received by GovDeals.

Notification will also be sent to the seller regarding the payment receipt, and the seller may release the asset to the buyer.

From: Accounting@Govdeals.com
Sent: Wednesday, July 06, 2016 3:44 PM
To: ***@gmail.com
Subject: GovDeals.com Payment Received

Your payment has been received for Invoice ID 393765. Promptly contact the seller(s) to discuss times and location for pickup. Please present the certificate(s) to the seller to receive the item(s) purchased. Thank you for using GovDeals.

The following assets are ready for pickup:

Certificate ID: 45-0706161642-8245
Description: 1999 Ford Taurus
Sold Amount: \$2,500.00
Buyer's Premium: \$275.00
Tax: * \$156.25
Additional Fees: \$0.00
Subtotal: \$2,931.25
Total: \$2,931.25

GovDeals Seller's Certificate: 2-0126151849-7248

Congratulations, Trinity County Health and Human Services, CA has sold another item on the GovDeals Auction Services.

BUYER (#716433)

Name: DAVID [REDACTED]
Company: na
Title To: DAVID [REDACTED]
Phone: 530-718-2100
Email: david@trinity-county.org
Address: 104 [REDACTED] Weaverville, CA 96093

SELLER (#7248)

Agency: Trinity County Health and Human Services, CA
Contact: Dave [REDACTED]
Phone: 530-718-2100
Fax: 530-488-1000
Email: dave@trinity-county.org
Address: 51 Industrial Pk Way, Weaverville, CA 96093

ITEM INFORMATION FOR ASSET ID: 2

Item:	2001 Ford Expedition XLT 4WD	
Pick Up Location:	51 Industrial Pk Way, Weaverville, CA 96093	
Inventory ID:	2	Account ID: 7248
Condition:	See Description	Quantity: 1 each
Make/Brand:	Ford	Model: Expedition
VIN/Serial:	1FMRU16W31B44912	Model Year: 2001
Meter:	132,438 Miles	Title Restrictions: No

Date	Item	Amount
01/26/2015 6:49 PM	2001 Ford Expedition XLT 4WD	\$1,710.00
	Tax	7.5000% \$128.25
	Buyer's Premium	10.00% \$171.00
	Total	\$2,009.25

Payment Instructions:

Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express*, Discover) only. * American Express is not available for buyers on probation. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to \$5,000.00 or more, Wire Transfer must be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

PAYMENT MUST BE MADE ONLINE - To make an online payment, log into your GovDeals account and select [My Bids](#). Please follow the instructions there. Payment in full is due not later than five (5) business days from the time and date of the Buyer's Certificate. Payment must be made electronically through the GovDeals Website. NO CASH, CHECKS, OR MONEY ORDER WILL BE ACCEPTED!

PAYMENT MUST BE MADE ONLINE - To make online payment, log into your GovDeals account and select [My Bids](#). Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the Buyer's Certificate. Payment must be made electronically through the GovDeals Website. Payment Methods are listed above.

TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to this seller within 24 hours of the auctions close and before payment is made. Please see the contact below for any questions.

Removal Instructions:

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Special Instructions:

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions your account with GovDeals WILL BE LOCKED.

Guaranty Waiver: All property is offered for sale 'AS IS, WHERE IS.' Trinity County Health and Human Services, CA makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description Warranty: Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Description:

2001 Ford Expedition XLT 4WD SPORT UTILITY 4-DR, 4.6L V8 SOHC 16V.
Vehicle Starts and Runs
Automatic Transmission, AM/FM cassette, Power windows/locks, Cruise Control, 3rd Row Seating
Regularly serviced
No other known mechanical problems.
Minor dings and dents to body consistent with normal use
Faded paint on hood and top of truck. Rust on windshield wipers.
Please see photos for more details

- **Offeror shall provide contracting member agency a reconciliation report with each admin fee payment to substantiate the amount of the payment.**

GovDeals' Partner Report tracks and reports sales. This report will be available in Region 4/OMNIA's administrative account for auditing and management purposes. Detailed on the Partner Report are each applicable account's contract start date, status, total sales, total assets sold, year-to-date sales and number of assets sold, and period sales and number of assets sold. Also displayed are totals for each sales category (total/YTD/period). This report may be run for any designated date range.

Each account name is linked to provide account POC and sales information. Each sales figure in the main partner report, when clicked, will take the auditor to a detailed breakdown of the account's sales data, including auction description (linked to the auction listing), category, starting bid, sold amount, number of bids, end date and time, number of hits, and number of visitors. This report may be run for any designated date range, and it includes the total sales amount and starting bid sums for the period selected.

Partner Members

Period Sales/Items:

Start Date: 1/1/2018

End Date: 3/31/2018

Submit

50 members returned.

Account ID #	Name	Contract Start	Status	Total Sales	Total Items	YTD Sales	YTD Items	Period Sales	Period Items
574	Hot Springs, AR	8/29/2005	Inactive	\$80,718.01	19	\$0.00	0	\$0.00	0
660	England, AR	11/8/2005	Inactive	\$9,541.00	4	\$0.00	0	\$0.00	0
679	Arkansas Municipal League, AR	1/30/2006	Active	\$8,410.87	37	\$2,650.00	11	\$2,330.00	8
823	Pea Ridge, AR	5/23/2006	Active	\$57,563.46	36	\$0.00	0	\$0.00	0
845	Norphlet, AR	6/20/2006	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
860	Montrose, AR	7/10/2006	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
890	Paris, AR	7/18/2006	Inactive	\$13,846.00	8	\$0.00	0	\$0.00	0
1261	Dumas, AR	6/1/2007	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
1458	Barling, AR	10/4/2007	Inactive	\$20,480.04	16	\$0.00	0	\$0.00	0
1556	Cabot, AR	1/14/2008	Active	\$532,105.92	219	\$61,558.00	10	\$30,332.00	4
1754	Batesville, AR	5/13/2008	Active	\$365,782.18	213	\$306.00	1	\$306.00	1
1895	Berryville, AR	8/5/2008	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
2062	Clinton, AR	11/17/2008	Inactive	\$47,112.01	30	\$0.00	0	\$0.00	0
2354	Rogers, AR	4/30/2009	Active	\$495,689.00	21	\$0.00	0	\$0.00	0
2477	Siloam Springs, City of, AR	6/29/2009	Inactive	\$33,348.51	19	\$0.00	0	\$0.00	0
2536	Arkadelphia, AR	8/3/2009	Active	\$174,430.12	92	\$17,178.00	10	\$3,773.00	6
2620	Beedeville, AR	9/15/2009	Inactive	\$4,110.00	1	\$0.00	0	\$0.00	0
2855	Bentonville, AR	1/25/2010	Active	\$0.00	0	\$0.00	0	\$0.00	0
2912	Parkin, AR	2/17/2010	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
3185	Russellville, AR	7/22/2010	Active	\$253,088.19	95	\$0.00	0	\$0.00	0
3294	Bryant, AR	9/20/2010	Active	\$345,426.20	82	\$9,538.00	9	\$50.00	1
3352	DeQueen, AR	10/26/2010	Active	\$64,727.99	91	\$4,252.00	2	\$4,252.00	2
3519	Hazen, AR	8/3/2011	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
4132	Bradford, AR	8/3/2011	Active	\$8,774.87	6	\$0.00	0	\$0.00	0
4744	Gentry, AR	6/13/2012	Active	\$13,604.12	14	\$0.00	0	\$0.00	0
4755	Centerton, AR	6/15/2012	Active	\$130,056.49	19	\$5,591.00	2	\$0.00	0
4861	Rector, AR	7/30/2012	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
4866	Blytheville, AR	8/1/2012	Inactive	\$4,000.00	1	\$0.00	0	\$0.00	0
4898	Pottsville, AR	8/3/2011	Active	\$57,466.00	20	\$0.00	0	\$0.00	0
4902	Hampton, AR	8/20/2012	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6374	Marion, AR	2/7/2014	Active	\$133,322.00	23	\$3,156.00	2	\$3,156.00	2
6486	North Little Rock, AR	3/19/2014	Active	\$609,328.38	538	\$99,776.16	133	\$28,031.29	39
6528	Cave City, AR	3/31/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6749	Mulberry, AR	6/18/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6821	Brookland, AR	7/16/2014	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
6837	Maumelle, AR	7/23/2014	Active	\$124,598.00	23	\$0.00	0	\$0.00	0
6850	Sulphur Springs, AR	7/29/2014	Inactive	\$2,075.00	1	\$0.00	0	\$0.00	0
7028	Sherwood, AR	9/24/2014	Active	\$119,382.22	187	\$32,240.00	22	\$16,496.00	13
8243	Little Flock, AR	11/12/2015	Active	\$14,325.02	4	\$0.00	0	\$0.00	0
8433	McRae, AR	1/28/2016	Inactive	\$0.00	0	\$0.00	0	\$0.00	0
8916	Black Oak, AR	6/16/2016	Active	\$0.00	0	\$0.00	0	\$0.00	0
8967	Hackett, AR	7/5/2016	Active	\$25,665.00	6	\$18,490.00	4	\$0.00	0
9231	Lake City, AR	9/29/2016	Active	\$5,555.00	2	\$3,755.00	1	\$3,755.00	1
9323	McCrory, AR	10/28/2016	Active	\$0.00	0	\$0.00	0	\$0.00	0
9380	White Hall, AR	11/17/2016	Active	\$83,801.00	21	\$16,360.00	6	\$6,500.00	1
9635	Austin, AR	2/13/2017	Active	\$7,376.78	7	\$1,525.01	1	\$0.00	0
10351	Jasper, AR	8/14/2017	Active	\$25.00	1	\$0.00	0	\$0.00	0
11106	Green Forest, AR	3/8/2018	Active	\$48,784.00	8	\$48,784.00	8	\$0.00	0
11284	Ward, AR	4/16/2018	Active	\$0.00	0	\$0.00	0	\$0.00	0
11679	Benton, AR	6/27/2018	Active	\$0.00	0	\$0.00	0	\$0.00	0
				\$3,894,518.38	1,864	\$325,159.17	222	\$98,981.29	78

- **Describe the accounting process and online accounting capabilities, including but not limited to documentation of invoicing, payment and non-payment by bidders.**

Bidder Invoicing: At close of auction, winning bidders will automatically be sent a Buyer's Certificate (example shown on **Page 39**). To make payment, the bidder should go to their "My Bids" page, select the applicable auction(s), and select "Create Invoice." This will enable the bidder to pay via credit card or PayPal. This function will also provide instructions for wire transfer if applicable.

Bidder Payment: After a successful transaction, buyers will receive an email receipt confirming their online payment has been received by GovDeals. (Example shown at right.) Notification will also be sent to the seller regarding the payment receipt, and the seller may release the asset to the buyer.

Non-Payment: In addition to reporting functions within each seller's account (such as the Paid/Not Paid/Picked Up report), GovDeals' Bidder Services Department locks the accounts of bidders who have not paid after 30 days. This process serves as an effective check-and-balance with sellers that may not be keeping a close eye on payment deadlines.

See also: Paid/Picked Up Report on **Page 37**.

From: Accounting@Govdeals.com
Sent: Wednesday, July 06, 2016 3:44 PM
To: ***@gmail.com
Subject: GovDeals.com Payment Received

Your payment has been received for Invoice ID 393765. Promptly contact the seller(s) to discuss times and location for pickup. Please present the certificate(s) to the seller to receive the item(s) purchased. Thank you for using GovDeals.

The following assets are ready for pickup:

Certificate ID: 45-0706161642-8245
Description: 1999 Ford Taurus
Sold Amount: \$2,500.00
Buyer's Premium: \$275.00
Tax: * \$156.25
Additional Fees: \$0.00
Subtotal: \$2,931.25
Total: \$2,931.25

g. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Customer Service/Problem Resolution for Sellers: GovDeals will assign an experienced Client Account Manager who will be the Agency's primary point of contact for training, technical questions, advice, assistance loading auctions, etc., throughout the duration of the business relationship. Your Client Account Manager may be reached by cell phone or email 24 hours a day, 7 days a week and will provide on-site support whenever needed.

In case of an urgent support need, each Agency will have access to our Client Help Desk, staffed by fully trained Client Service Representatives who are available for technical support, questions, and training. The Client Help Desk is available by toll-free phone, live chat, and email Monday through Friday, 7 a.m. to 6 p.m. CT.

Additionally, each Agency will have a sales/account/contract representative to verify that the service provided by GovDeals meets each Agency's specific needs and requirements and to ensure contract compliance. This representative is easily accessible by cell phone and email. He is available to meet with each Agency on a regularly scheduled or as-needed basis.

GovDeals' management team believes in developing skills throughout our organization and not to be reliant on managers alone to resolve time-sensitive questions or infrequent issues. Therefore, your Client Account Manager is armed with the knowledge and the authority to make most decisions, preventing a delay in service as management is consulted. However, our senior managers are available to each Agency at any time by phone and email, and we will provide on-site meetings for problem solving and strategy development as needed.

Customer Service/Problem Resolution for Bidders: GovDeals provides bidder support from a dedicated service center staffed by 8 experienced GovDeals employees. The Bidder Services Help Desk receives more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first-call resolution rate. The Bidder Services team endeavors to respond to bidder inquiries immediately, or as quickly as possible (in no more than one business day for non-urgent matters).

Bidder support is available by live chat, email, and toll-free phone, as well as Frequently Asked Questions (FAQ) available on GovDeals.com. The Bidder Services Help Desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a prospective bidder who does not speak English or Spanish.

The Bidder Services Help Desk is available by phone, email, and live chat Monday through Friday, 7 a.m. to 6 p.m. CT. This team also provides support by live chat 6 a.m. to 3 p.m. CT on Saturdays and Sundays.

h. Describe Offeror's invoicing process.

Bidder Invoicing: At close of auction, winning bidders will automatically be sent a Buyer's Certificate (example shown on **Page 39**). To make payment, the bidder should go to their "My Bids" page, select the applicable auction(s), and select "Create Invoice." This will enable the bidder to pay via credit card or PayPal. This function will also provide instructions for wire transfer if applicable.

Seller Invoicing: The Invoicing Report, also referred to as the reconciliation statement, details all assets sold each month. This statement is sent to the seller to summarize the month's financial transactions. The report, available in PDF and hard copy, displays item description, inventory ID number, date sold, sold amount, fee percentage and amount, seller/buyer certificate ID number, and credit details if any. See example Invoice on **Page 33**.

Total sold amount for the month is also included on this report, as well as the total fee amount. While the vast majority of selling governments elect GovDeals to withhold our fees and remit the net proceeds, this report also serves as the monthly invoice for sellers that collect their own buyer payments or prefer to receive gross proceeds. In these cases, the Invoicing Report will provide a calculation of total fee amount due to GovDeals with terms of net 30 days.

i. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule, with milestones from each implementation phase. Include training that customer will receive as part of the transition.

At time of account creation, GovDeals' Client Account Manager and Regional Rep will immediately meet with each Agency to discuss particulars for account establishment.

After the Agency's account is set up, training will be held at a time and place agreed upon by the Agency. The Agency's personnel will be thoroughly trained through the full auction cycle, including an overview of the bidder-facing website and the seller-facing auction creation platform. Training will be held within the Agency's live GovDeals account to provide your team with hands-on experience interacting with the system.

New user training can be completed in about an hour and includes an overview of the GovDeals system from the seller's and the buyer's perspective. The Agency's users will be shown how to access real-time, interactive, exportable reporting tools, how to load and manage auctions, and how to harness GovDeals' industry knowledge and marketing strategies to obtain the highest possible return on each of the Agency's surplus assets. Training will be held within the Agency's live account to provide your team with hands-on experience interacting with the system.

During training, the Agency's first auctions may be posted. During the 7-10 days these auctions are live, GovDeals' Client Account Manager will communicate with the Agency's team regularly to keep track of how the auctions are performing, answering questions the Agency may have, and guiding the team through the auction cycle, including auction close and property removal.

The Agency's Client Account Manager will be available for on-site and web-based support and training at no additional cost. Your Client Account Manager will visit periodically to promote best practices and provide training for new employees or existing users. GovDeals' representatives will meet with the Agency's management upon request to review GovDeals' performance.

j. Describe the financial condition of Offeror.

Over the past 18 years, GovDeals has transacted over \$2 billion through our auction website (www.GovDeals.com) without a single claim filed against it by a bidder or a seller. This sales figure includes over \$1.2 billion transacted through GovDeals' payment collection and remittance program (Financial Settlement Services, or FSS).

Since 2009, GovDeals has offered its clients full integration of their online auctions with robust financial tools to enable GovDeals to collect bidder payments on their behalf. GovDeals' Financial Settlement Services completes the surplus liquidation cycle while ensuring secure payment processing and providing a seamless audit trail for each auctioned asset. Of our 12,000+ total government clients, GovDeals collects, protects, and remits payments for nearly 10,500 government agencies.

A major benefit of electing GovDeals to collect and remit proceeds is that GovDeals accepts all liability for fraud and chargebacks that may occur. This means that GovDeals guarantees that our Clients will never lose any money or assets using our payment collection services, and Buyers receive the benefit of easily making payment online (via credit/debit card, PayPal, or wire transfer) for assets won at auction. GovDeals' clients are able to manage their auctions from beginning to end within the secure GovDeals system, significantly reducing the work and risks involved in handling and managing these payments on their own.

Insurance and Liability

All payment disputes after pickup of an asset are handled by GovDeals, eliminating liability on part of the Agency. Additionally, GovDeals does not withhold payment of an Agency's auction proceeds during the 30-day chargeback liability window.

GovDeals is covered by a \$25MM insurance policy that protects each of our Clients against any loss of funds. GovDeals' insurance policy covers all of our clients, and we will have the Agency named as Additional Insured upon request. GovDeals holds an A+ rating with the Better Business Bureau, as does our parent company, Liquidity Services Inc. (LSI). Additionally, Dun and Bradstreet rates GovDeals "Low Risk," determining that GovDeals only has a "0.09% Risk of Severe Financial Stress." Dun and Bradstreet is the world's leading source of commercial information and insight on businesses.

GovDeals will obtain a surety or performance bond upon request of the Client.

Ownership and Management

GovDeals' organizational structure emphasizes our programmatic, technical, managerial, and financial capability to provide government surplus auction services, including trustworthy payment collection and remittance. There is proper hierarchy with an experienced management and process structure in place, responsible for the necessary teams to provide financial/accounting services, field

support, marketing, bidder services, and account/contract management. GovDeals has more than 90 direct full-time employees, including a 10-person accounting and finance department at GovDeals' headquarters. In addition to this direct staffing, additional support and substantial resources come from our parent company, LSI, a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals.

Our parent company, LSI, is a publicly held corporation with stock traded on the NASDAQ stock exchange under the call letters LQDT. As a publicly traded company, LSI and GovDeals are bound by strict federal procedures that regulate our business's financial matters. The corporation's SOX (Sarbanes-Oxley) controls are audited by Grant Thornton LLP, and the company's financial statements are audited by independent registered public accounting firm Ernst and Young LLP.

All of LSI's corporate filings, including annual financial statements and other periodic SEC filings dating back to 2003, are available to the general public and are easily accessible via LSI's website, www.LiquidityServices.com (click on Investors > Financial Information).

k. Describe your marketing to promote utilization of the site by potential buyers

- **Describe how Offeror proposes to market the program to potential bidders. Provide samples of marketing efforts that have effectively worked.**

A major part of GovDeals' service and ultimate success is the promotion of assets through advertising and marketing. We expend significant effort and funding to maximize competitive bidding for our clients' assets, since competition for surplus assets is directly tied to the revenue the selling governments obtain for these assets. The Agency will not be charged a fee for any marketing efforts provided by GovDeals; last year, GovDeals placed more than 42,000 online and print ads for our clients' assets at no additional charge.

Types of marketing include:

- Vertical marketing in niche publications/media
- Email marketing to previous bidders
- Local marketing via banners, public access TV, and flyers
- News coverage
- Notifying each Agency's previous bidders
- Custom marketing

Our time-tested and proven approach to marketing government surplus goods for online auction is unparalleled. We know from research and experience how to develop and implement customized marketing plans for our government clients, and our 10-person Marketing Department has the expertise to create effective ads, press releases, mailings, etc., and utilize the right combination of these in order to consistently bring a steady stream of targeted website traffic to our government clients' surplus assets.

As marketing plans are developed for the Agency's assets, your GovDeals Client Account Manager and our Marketing Department will communicate regularly with your team to ensure the Agency is always involved in decision-making, such as approving ads or press releases.

Examples of previous marketing efforts are provided on the following pages, **Pages 45-56**.

2002 International 3800



San Benito Consolidated ISD, TX
\$4,097.50

Auction Closed	
High Bidder:	m*****t
Sold Amount:	\$3,725.00
Buyer's Premium (10.00%):	\$372.50
Total Price:	\$4,097.50
View Bid History	
Terms and Conditions	

430 visitors

Advertised with



BusesOnline

ClassifiedAds.com

- Auction Dates: February 23rd - March 9th, 2018
- Auction began with an opening bid of \$500 and no reserve
- 10 participants placed 51 bids
- Auction page had 430 visitors
- 23 site visitors came from BusesOnline.com and two came from ClassifiedAds.com*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

Lot of 7 Miscellaneous Band Instruments



Lewisville ISD, TX
\$2,450.25

Auction Closed	
High Bidder:	e*****1
Sold Amount:	\$2,178.00
Buyer's Premium (12.50%):	\$272.25
Total Price:	\$2,450.25
View Bid History	
Terms and Conditions	

1,027 visitors

Advertised with

GovDeals.com
Online Government Surplus Auctions

- Auction Dates: November 1st - 13th, 2018
- Auction began with an opening bid of \$25 and no reserve
- Eight participants placed 31 bids
- Auction page had 1,027 visitors
- Auction was promoted with an E-Flyer sent to 8,042 previous bidders and buyers of Musical Equipment and School Equipment

GovDeals.com
Online Government Surplus Auctions

2006 Caterpillar Crawler Tractor



Tennessee Valley Authority
\$79,121.07

Auction Closed	
High Bidder:	c*****n
Sold Amount:	\$73,601.00
Admin Fee (7.50%):	\$5,520.07
Total Price:	\$79,121.07
View Bid History	
Terms and Conditions	

3,611 visitors

Advertised with



- Auction Dates: February 28th - March 25th, 2019
- Auction began with an opening bid of \$15,000 and a reserve of \$35,000
- 13 participants placed 108 bids
- Auction page had 3,611 visitors
- 79 site visitors came from RockandDirt.com, one came from EquipMatching.com, and 87 came from ClassifiedAds.com*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

2007 John Deere Excavator



**Missouri Dept. Of Transportation
Northwest District - St. Joseph, MO
\$43,051.05**

Auction Closed	
High Bidder:	L****H
Sold Amount:	\$41,001.00
Buyer's Premium (5.00%):	\$2,050.05
Total Price:	\$43,051.05
View Bid History	
Terms and Conditions	

2,468 visitors

Advertised with

EquipMatching

ClassifiedAds.com

- Auction Dates: November 13th - 29th, 2018
- Auction began with an opening bid of \$15,000 and a reserve of \$37,000
- Five participants placed 15 bids
- Auction page had 2,468 visitors
- Two site visitors came from EquipMatching.com and 47 came from ClassifiedAds.com*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

2004 Freightliner M2



Kirkwood, MO
\$75,100

Auction Closed

High Bidder: b****t

Sold Amount: \$75,100.00

Total Price: \$75,100.00

[View Bid History](#)[Terms and Conditions](#)

1,481 visitors

Advertised with



- Auction Dates: September 10th - October 1st, 2018
- Auction began with an opening bid of \$10,000 and a reserve of \$20,000
- 10 participants placed 65 bids
- Auction page had 1,481 visitors
- 11 site visitors came from RockandDirt.com and two came from NextTruckOnline.com*

**Google Analytics*

GovDeals.com

Online Government Surplus Auctions

2013 Ford Mustang GT Coupe



Collierville, TN
\$13,522.50

Auction Closed	
High Bidder: g*****m	
Sold Amount:	\$12,020.00
Buyer's Premium (12.50%):	\$1,502.50
Total Price:	\$13,522.50
View Bid History	
Terms and Conditions	

3,943 visitors

Advertised with

Cardaddy

 **Classified Ads**.com

- Auction Dates: November 29th - December 6th, 2018
- Auction began with an opening bid of \$100 and no reserve
- 20 participants placed 75 bids
- Auction page had 3,943 visitors
- 24 site visitors came from CarDaddy.com and 10 came from ClassifiedAds.com*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

2010 Great Plains Seed Drill



**Anderson County Soil
Conservation District, TN
\$12,740.62**

Auction Closed	
High Bidder:	n**1
Sold Amount:	\$11,325.00
Buyer's Premium (12.50%):	\$1,415.62
Total Price:	\$12,740.62
View Bid History	
Terms and Conditions	

2,027 visitors

Advertised with

BestFarmBuys.com

Farms.com™

- Auction Dates: April 10th - 25th, 2018
- Auction began with an opening bid of \$850 and a reserve of \$8,500
- 10 participants placed 37 bids
- Auction page had 2,027 visitors
- Three site visitors came from Farms.com*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

2015 Chevrolet Tahoe 4WD Police



Niagara County, NY
\$15,358.50

Auction Closed	
High Bidder: s*****m	
Sold Amount:	\$13,652.00
Buyer's Premium (12.50%):	\$1,706.50
Total Price:	\$15,358.50
View Bid History	
Terms and Conditions	

2,069 visitors

Advertised with

Cardaddy

- Auction Dates: August 2nd - 16th, 2018
- Auction began with an opening bid of \$1,300 and no reserve
- 16 participants placed 48 bids
- Auction page had 2,069 visitors
- 186 site visitors came from CarDaddy.com*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

2008 Ford F350 SD XL SuperCab 2WD



San Bernadino County - Offsite, CA
\$16,060

Auction Closed	
High Bidder:	e*****k
Sold Amount:	\$14,600.00
Buyer's Premium (10.00%):	\$1,460.00
Total Price:	\$16,060.00
View Bid History	
Terms and Conditions	

758 visitors

Advertised with



- Auction Dates: January 15th - 24th, 2019
- Auction began with an opening bid of \$500 and no reserve
- 11 participants placed 158 bids
- Auction page had 758 visitors
- 81 site visitors came from ClassifiedAds.com, and one came from RockandDirt.com*

**Google Analytics*

GovDeals.g
Online Government Surplus Auctions

One Lot of 1300 Used iPads 2



**Old Bridge Township
Public Schools, NJ
\$76,755**

Auction Closed	
High Bidder:	b*****5
Sold Amount:	\$73,100.00
Buyer's Premium (5.00%):	\$3,655.00
Total Price:	\$76,755.00
View Bid History	
Terms and Conditions	

2,044 visitors

Advertised with

EquipMatching

ClassifiedAds.com

- Auction Dates: July 5th - 19th, 2018
- Auction began with an opening bid of \$30,000 and no reserve
- Nine participants placed 110 bids
- Auction page had 2,044 visitors
- 34 site visitors came from ClassifiedAds.com and one came from EquipMatching.com*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

2006 Mack Roll-Off Garbage Truck



Temple, TX
\$90,755

Auction Closed	
High Bidder: c*****t	
Sold Amount:	\$82,505.00
Buyer's Premium (10.00%):	\$8,250.50
Total Price:	\$90,755.50
View Bid History	
Terms and Conditions	

1,252 visitors

Advertised with



- Auction Dates: April 9th - 17th, 2018
- Auction began with an opening bid of \$2,500 and a \$22,000 reserve
- 19 participants placed 119 bids
- Auction page had 1,252 visitors
- Four site visitors came from TrashTrucksOnline.com and nine came from RockandDirt.com*

**Google Analytics*

GovDeals.com
Online Government Surplus Auctions

Tiny Home/Hunting Cabin



Burnet Consolidated ISD, TX
\$7,340.62

Auction Closed	
High Bidder:	d*****d
Sold Amount:	\$6,525.00
Buyer's Premium (12.50%):	\$815.62
Total Price:	\$7,340.62
View Bid History	
Terms and Conditions	

3,649 visitors

Advertised with



- Auction Dates: November 16th - 30th, 2018
- Auction began with an opening bid of \$1,500 a \$5,000 reserve
- Eight participants placed 15 bids
- Auction page had 3,649 visitors
- Two site visitors came from RockandDirt.com and 91 came from ClassifiedAds.com*

**Google Analytics*

GovDeals.com

Online Government Surplus Auctions

- **Describe your ability to actively market auctions to prospective bidders in order to expand Contractor's bidder list.**

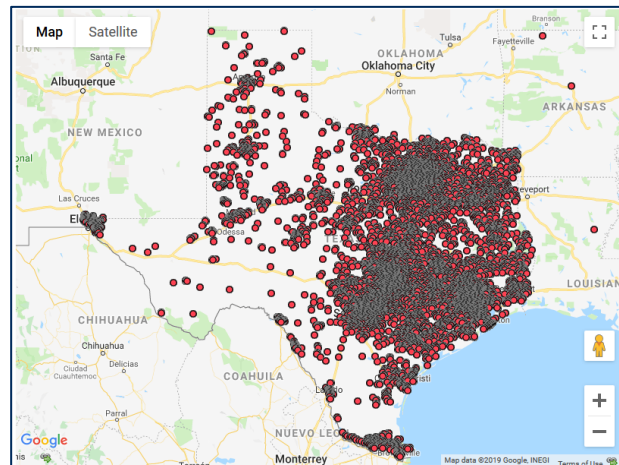
Overview of Marketing Strategies

- **Email Marketing to Targeted Bidders:** GovDeals has bidders in all 50 states for a total of 750,000 registered and verified bidders in the U.S., as well as 25,000 more in 160 foreign countries. We have over 33,500 active bidders in Texas, and over 19,000 within 200 miles of Houston (see maps at right).

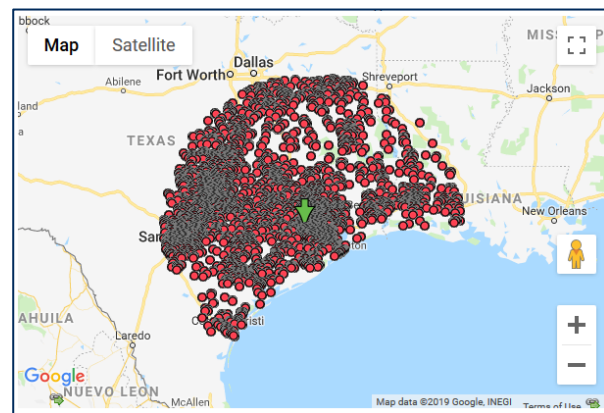
To harness the strength of this extensive bidder base for asset marketing, email blasts (e-Flyers) are sent to previous bidders and buyers of relevant categories. This has repeatedly proven one of our most successful marketing strategies.

- **Local Marketing:** As shown on the maps on this page, GovDeals already has a large and active bidder base in Texas and nationwide. In order to further make local residents aware of the Agency's auctions, GovDeals' Marketing Department will implement strategies to inform the public of the Agency's GovDeals auctions, including preparing press releases and placing ads as needed. Strategic marketing efforts, such as outdoor signage and public access TV ads, may be utilized as needed. GovDeals can also provide outdoor banners for high-traffic areas, as well as flyers for bulletin boards and to pass out to local businesses and residents.

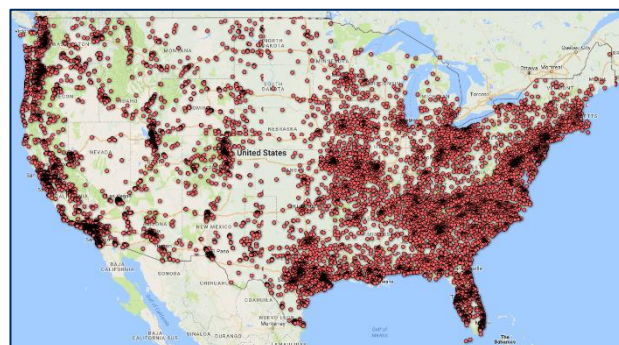
Over 33,500 Active GovDeals Bidders in Texas



Over 19,000 Active GovDeals Bidders within 200 Miles of Houston



Over 725,000 Active GovDeals Bidders Nationwide

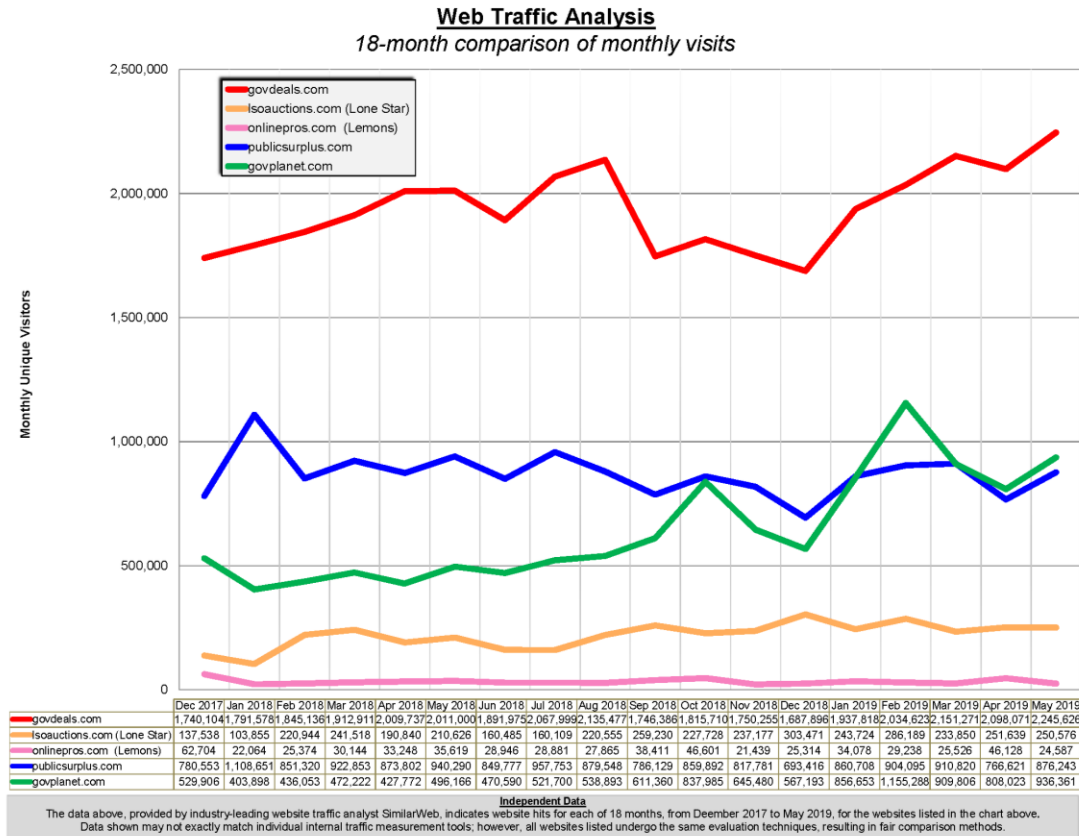


- **Niche Marketing:** All vehicles, heavy equipment, unique, and high-value assets that an Agency wishes to sell on the GovDeals auction website will be advertised or listed on niche websites that will expose your assets to targeted buyers. For example:
 - Heavy trucks and highway equipment are advertised in *Rock and Dirt* and *Contractor's Hotline*, as well as other trade publications.
 - Cars, trucks, and vans are advertised at www.CarDaddy.com.
 - Medical and laboratory items are promoted at www.LabX.com and www.EquipMatching.com.
 - Transit and school buses are advertised at www.BusesOnline.com and www.BusNut.com.
 - Garbage trucks are advertised at www.TrashTrucksOnline.com, and fire trucks, ambulances, and other rescue equipment are advertised on www.1stResponder.com.
- **Custom Marketing Plans:** When the Agency has specialty assets to auction, GovDeals' Marketing Department will develop custom promotion and advertising strategies designed to bring the highest dollar amount possible for each asset. Various types of assets considered unique, high-value, or specialty may be considered for this custom marketing, which involves identification of target audiences and niche media.

Such assets may include, but are not limited to, helicopters and aircraft; classic/custom automobiles; specialty equipment; firearms and accessories; jewelry and collectibles; real estate properties; machinery and industrial equipment; and cost avoidance/demolition projects.
- **Notifying Your Previous Bidders:** If desired by the Agency, GovDeals will notify the Agency's previous auction and/or sealed bid participants that the Agency is now selling surplus on GovDeals.com. This can be accomplished by postcard or email blast, depending on the Agency's wishes and the contact methods available to reach past participants.
- **News Coverage:** GovDeals periodically receives local, regional, and national broadcast, online, and print media coverage. This not only results in promotion for specific assets, but also drives bidder sign-up. For example, a news report by MSN Money resulted in a 250% increase in daily registrations.

- **Indicate the average number of “hits” per day the proposed website receives.**

According to independent web traffic analysis company SimilarWeb, GovDeals.com had over 2.2 million hits in the month of May 2019, averaging to about 73,000 hits per day. As shown in the chart below, GovDeals has the highest traffic of any regional or national government auction vendor.



- **Offeror shall provide links from contracting member agency web sites to auction site.**

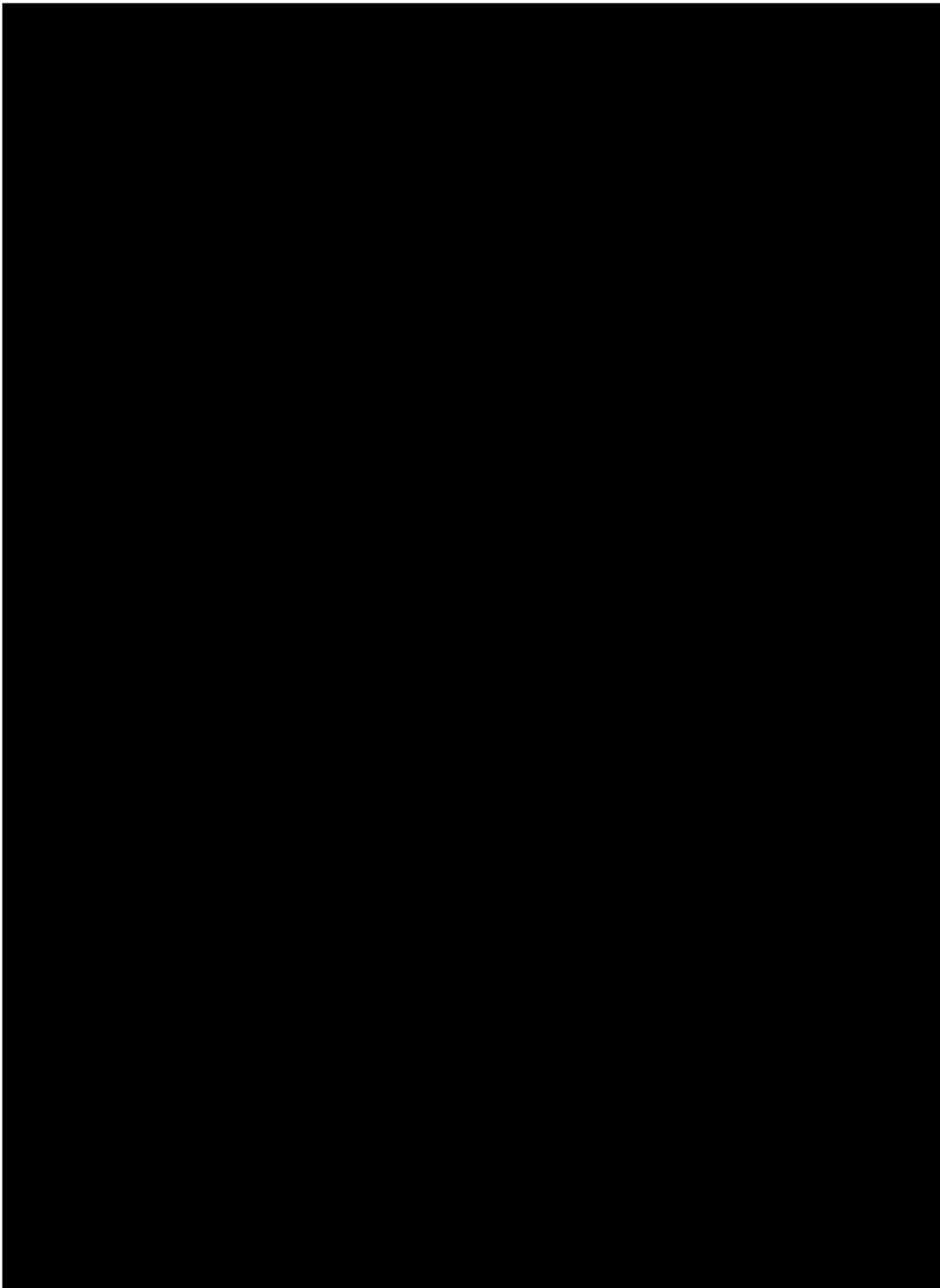
Yes, GovDeals will provide a link and logo that each contracting member agency may place on their websites to direct their website visitors to their GovDeals auctions.

I. Provide any additional services and activities the auction system can perform:

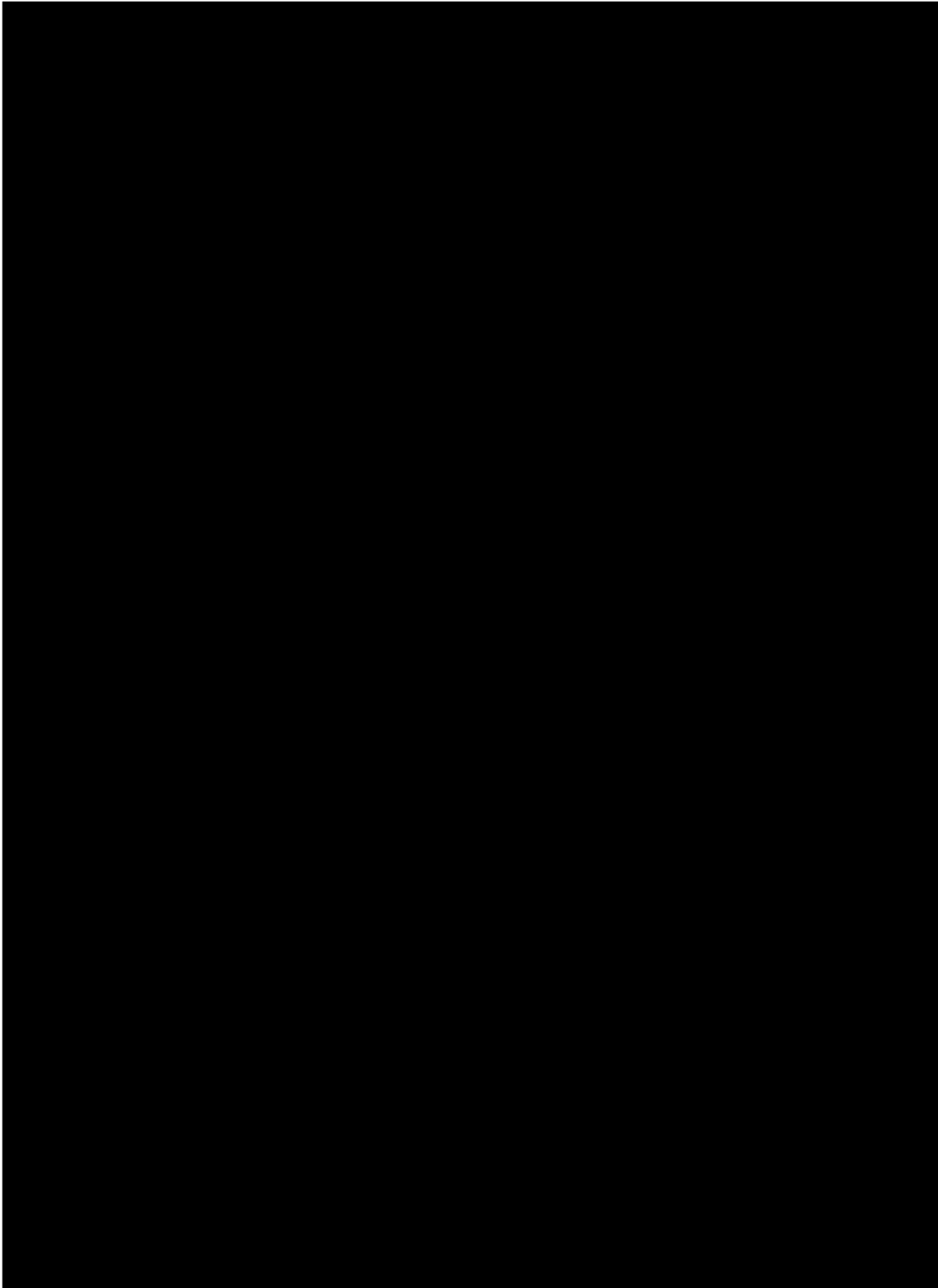
- **Provide samples of instructional documentation that is available to sellers and buyers. Indicate any distribution restrictions that may apply and how often the materials are updated.**

GovDeals' Quick Reference Guide is included on the following pages. A more robust, 55-page guide will also be provided to clients at implementation. GovDeals requests that this Quick Reference Guide be considered confidential and not disclosed publicly.

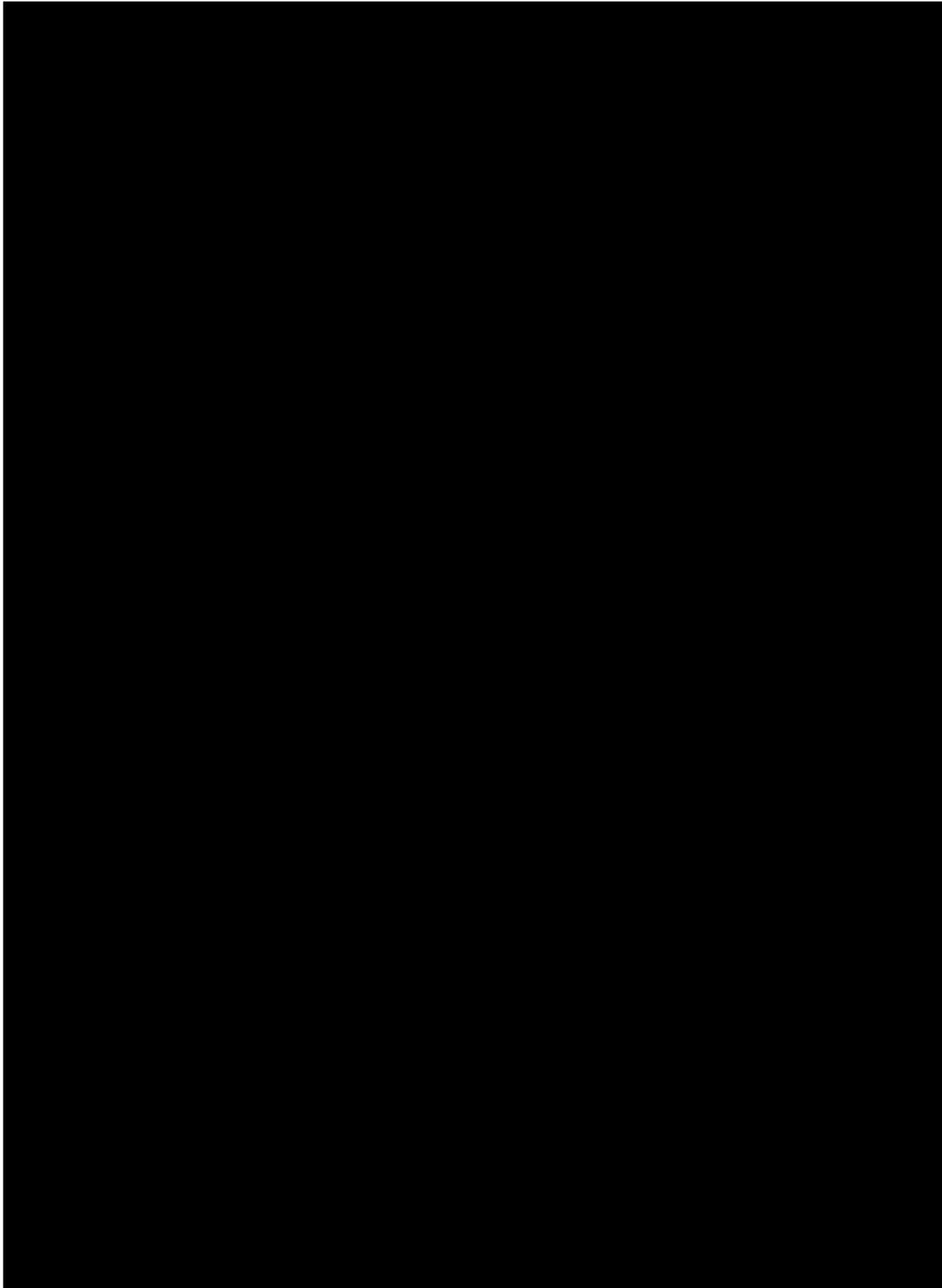
CONFIDENTIAL



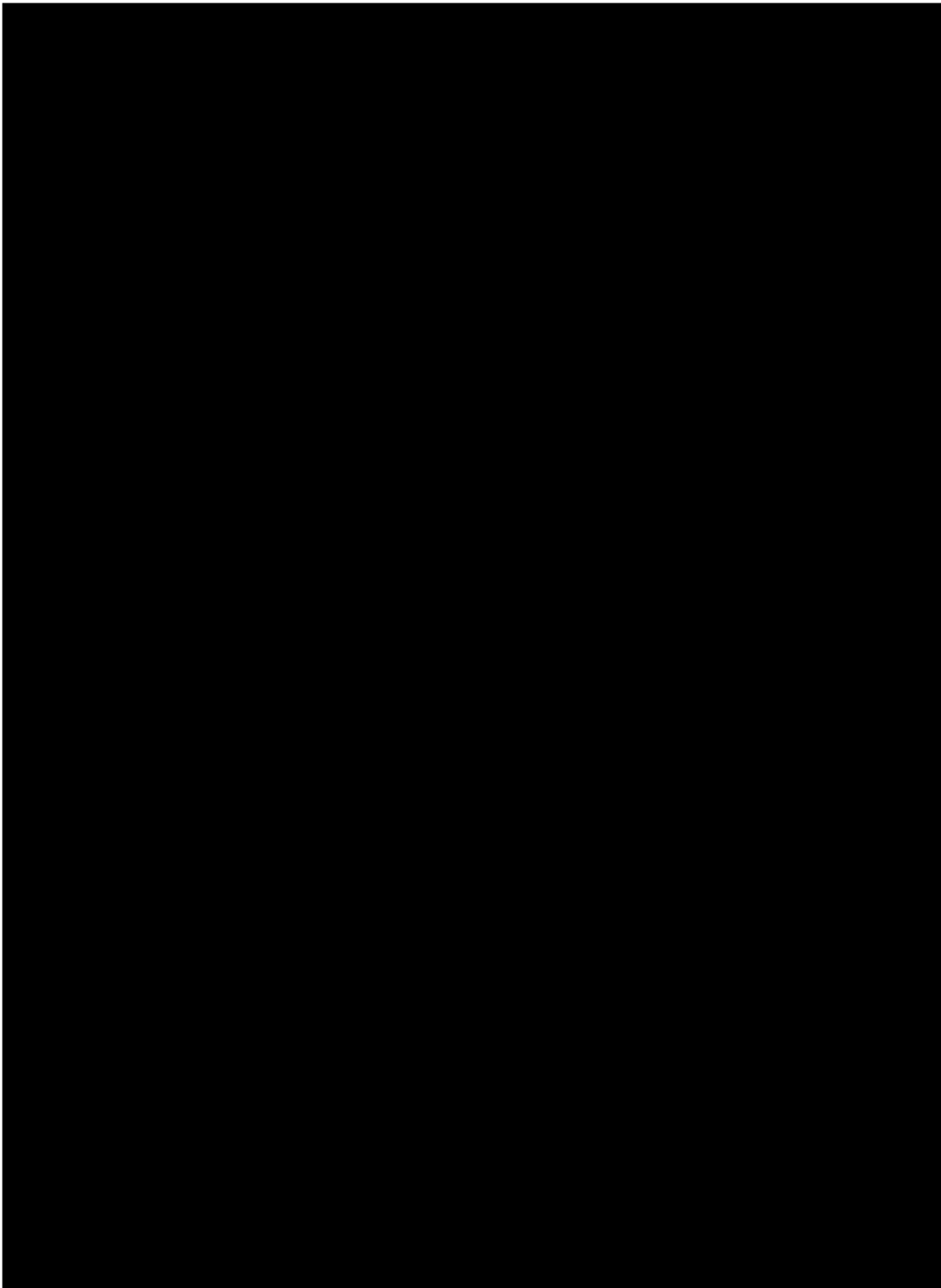
CONFIDENTIAL



CONFIDENTIAL



CONFIDENTIAL



- **Describe Offeror's plan to minimize the number of buyers who renege on a purchase and the tools available to seller if this occurs.**

Bidder default prevention has always been a priority at GovDeals, and we use real-time metrics to closely monitor default rates. Given the remarkably dynamic prevalence of credit card fraud and general climate of fraudulent behavior on the Internet and in society, GovDeals continues to innovate and maintain the industry standard regarding a low percentage of defaults. GovDeals' bidder default rate is consistently between 4% and 5%, a figure we have reason to believe to be the lowest in the industry. Our low number of defaults is accomplished through a combination of our Bidder Verification process and enforcement of our stringent default policy, described below.

Terms and Conditions for Default: Before a bidder can place his or her initial bid on an asset being auctioned by the Agency, the bidder will be required to agree to your Terms and Conditions, which will explain payment and pickup terms, as well as the penalty for not paying and picking up on time. After the allotted payment deadline has passed (typically 5 business days from close of auction), if payment has not been made, the winning bidder will be deemed in default. This user's account may be locked so that he or she will not be able to partake in future auctions.

GovDeals suggests that, if a bidder does not pay or pick up on time, the Agency should immediately offer the asset to the second-highest bidder, or repost the asset for auction. Both of these options are built-in functions of the GovDeals platform and can be accomplished in a single click. As soon as a bidder defaults, the Agency will have the capability to lock the bidder from participating in any future auctions, not only from the Agency's account but all GovDeals auctions.

Defaulting bidders are responsible for 40% of their winning bid, and when this fee is recovered, GovDeals will split the funds evenly with the Agency to cover administrative costs.

Bidder Verification: GovDeals' dedicated 8-member Bidder Services Department verifies every user who registers to our website, ensuring that the registration information matches a real person to a valid phone number and address. The GovDeals proprietary bidder registration process identifies bidders who have defaulted on previous auctions and locked from our system, preventing them from re-registering to become a bidder. This effectively prevents them from submitting bids on any subsequent GovDeals auctions. This verification function is key to maintaining our low default rate.

Bidder Probation: GovDeals' bidder probation program was implemented in 2013 to limit new buyers during their first 90 days. During the first 30 days of probation, a bidder may only have three transactions open at any one time. As soon as a transaction has been completed, another transaction may be opened. Our bidder probation program has been a great success and reduced the number of defaulting buyers by 20% in the first 12 months of the program. If needed, there is a process to allow highly qualified bidders to bypass some or all of the probation process, such as by submitting an appropriate bid deposit. If desired, the Agency can request that the bidder probation program not be enforced for its auctions.

- **Describe the types of items commonly sold on the proposed website and any exclusion.**

Nearly everything owned by governments can be and has been sold on the GovDeals auction platform. A list of GovDeals categories are provided on the following pages. The only items that cannot be sold on GovDeals are animals/livestock, pornography, and illegal items.

GovDeals Category list:

Agriculture Equip/Commodities	Containers – Storage/Shipping
Aircraft & Aviation Parts, Equipment	Cranes
Alcoholic Beverages/Liquor Licenses	Dairy Equipment
All Terrain Vehicles	Displays and Exhibit Stands
All Vehicles (Restricted Vehicles)	Driving Simulators
Ambulance/Rescue	Drugs, First Aid, Veterinary
Animal Equipment, Cages and Feed	Educational
Arts & Crafts	Election Equipment
Asphalt Equipment	Electrical Supplies
Audio/Visual Equipment	Elevators, Parts and Equipment
Automobiles	Engineering Equipment and Supplies
Automobiles (Classic/Custom)	Equipment, Heavy
Bags, All Types	Exercise Equipment
Barber & Beauty Shop Equipment	Fine Art
Barrels & Drums	Fire and Police Equipment
Batteries, All Types	Fire Trucks
Bicycles	Firearm Accessories
Boats & Marine Supplies	Firearms and Live Ammunition
Books/Manuals	Food
Builders Supplies	Forklifts
Buildings	Fueling Equipment
Buses, Transit and School	Furniture/Furnishings
Cafeteria and Kitchen Equipment	Gambling Machines and Equipment
Chemicals, All Types	Garbage
Clocks and Watches	Garbage and Refuse Containers
Clothing/Linens	Garbage Trucks
Collectibles	Generators
Commercial Furnaces	Glass
Commodities/General Merchandise	Golf Course Equipment
Communication/Electronic Equipment	Hardware
Compressors	Health and Beauty
Computers, Parts and Supplies	Highway Equipment
Confiscated/Forfeited/Personal Property	Holiday/Seasonal Items
	HVAC Equipment

Industrial Equipment	Public Utility Equipment
Janitorial Equipment	Pumps - Fuel, Water, Etc.
Jewelry	Rags
Laboratory Equipment	Rail Equipment and Accessories
Laundry Equipment	Real Estate
Library Equipment	Recovered Items
Licenses/Permits	Recyclable Materials
Lighting/Fixtures	Remediation Equipment
Lost/ Abandoned Property	Road/Highway/Bridge
Lumber	Scales and Weighing Apparatus
Machinery	School Equipment
Mailing Equipment	Security Equipment
Material Handling Equipment	Snow Removal Equipment
Medical/Dental Equipment	Sponsorships/Promotions
Metal, Scrap	Sporting Equipment
Metals, Precious	Survey Equipment
Miscellaneous Vehicles	SUV
Mortuary Items	Sweeper - Parking Lot/Warehouse
Motor Homes/Travel Trailers	Sweeper - Street
Motorcycles	Tanks - Water, Fuel, Oil, etc.
Mowing Equipment	Tires and Tubes
Music/Musical Equipment	Tools, All Types
Nursery/Horticulture/Landscaping	Towers - Water/Fire/Transmission
Office Equipment/Supplies	Tractor - Farm
Oils, Waste	Traffic Signals and Controls
Outdoor Living	Trailers
Paper and Paper Products	Trucks, Heavy Duty 1 Ton and over
Parking Meters	Trucks, Light Duty under 1 Ton
Photographic Equipment	Vans
Pipe, Valves and Fittings	Vehicle Equipment/Parts
Playground/ Amusement Park Equipment	Vending Equipment
Plumbing Equipment and Supplies	Welding Equipment
Pool Supplies and Equipment	Woodworking Equipment
Printing and Binding Equipment	

- **Indicate payment options accepted by bidder (e.g., Visa, MasterCard, AMEX, personal check, cashier's check, money order, etc.).**

GovDeals accepts payments from winning bidders in the form of credit card (Visa, MasterCard, Discover, and American Express), PayPal, and wire transfer. All payments over \$4,999 must be made by wire transfer.

- **OMNIA Partners documents**

Please see Tab 7.

Tab 4 **Qualification and Experience**

a. Provide a brief history of the Offeror, including year it was established and corporate office location.

With the rise of the internet and e-commerce in the late 1990s, government entities began to sell surplus assets on early online auction websites. But these auction resources were designed for peer-to-peer consumer sales, and government entities soon found out that their auctions lacked the transparency and recordkeeping required of public institutions. Limited information about each sale was available, reports were not available for days or even a month, and sellers were expected to ship items to winning bidders.

Procurement officials were frustrated that these factors prevented their government entities from efficiently conducting their surplus sales process in compliance with their disposition policies. This led many government entities to conclude that they had no option but to return to the cumbersome, time-consuming process of live auction events. The online auction idea was a bust.

But a handful of innovative procurement officials and consultants weren't willing to give up so easily. The internet was growing exponentially, and they were convinced that there had to be a better way. These officials teamed up with a group of trusted software developers to explore a concept – an online auction platform built for government, with a full audit trail and real-time sales reports.

The software developers spent a year and a half creating a web-based online auction platform that centered on the procurement officials' needs, including following these basic tenets:

- Provide government sellers with a full audit trail of their auctioned assets, including each stage of the sales process
- Each government seller must be able to put its own Terms and Conditions in place
- Assets must be sold “as is, where is, and without warranty”
- All reports must be available in real-time
- Current and past auction sales must be viewable by the general public
- The auction platform must excel at keeping bidder defaults to a minimum
- Government sellers must be able to require buyers to pick up assets won at auction – on a time frame chosen by the seller

After 18 months of software development and testing, the first online auctions were conducted on GovDeals.com in early 2001.

The company's earliest client sellers were pleased that GovDeals satisfied all of their agencies' internal compliance needs, and now the company had to prove that it could achieve equal or better sales results compared to traditional auctioneers.

GovDeals implemented innovative marketing techniques to reach targeted bidders specifically interested in purchasing government surplus assets. To this day, a major part of GovDeals' service and ultimate success is the promotion of assets through advertising and marketing. Every day, we spend significant effort and funding to maximize competitive bidding for our clients' assets, since competition for surplus assets is directly tied to the revenue the selling governments

obtain for these assets. GovDeals' buyer audience has grown to over 750,000 registered and verified active bidders, and our 9-person Marketing Department continues to expand this reach through targeted advertisements, press releases, and other promotion tools.

Through the technological innovations of the GovDeals platform and our robust marketing outreach, GovDeals is able to consistently achieve higher net sales results for our clients when compared to any online or live auction vendor, while also helping clients ensure transparency and compliance with surplus disposition policies every step of the way.

GovDeals' headquarters are in Montgomery, AL, where it was founded in 1999. GovDeals was acquired by Liquidity Services, Inc., in 2008. Headquartered in Bethesda, MD, Liquidity Services is a publicly held corporation with stock traded under the call letters LQDT on the NASDAQ stock exchange. Liquidity Services is a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals. Upon the acquisition, GovDeals quickly became one of Liquidity Services' flagship marketplaces and also one of its most successful.

With our original management team continuing to run the business, GovDeals now has 96 direct full-time employees, with more than half working remotely from the field in order to best serve clients in their local areas. This includes 3 representatives in Texas. In addition to this direct staffing, additional support and substantial resources come from our parent company.

Today, more than 12,000 state and local governments have transitioned some or all of their surplus auctions to GovDeals.com, and our company has facilitated the sale of over 1.7 million government-owned assets/lots for total auction sales surpassing \$2 billion. In Texas alone, 546 government entities have successfully sold over 62,000 surplus assets/lots for total auction sales exceeding \$88 million.

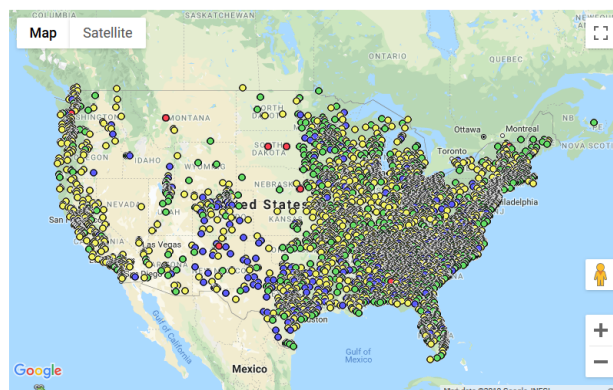
b. Describe Offeror's reputation in the marketplace. Include how many bidders are currently registered with the Offeror's website.

GovDeals' capability and capacity as an organization to successfully provide our auction platform, personal service, and payment collection and remittance services to Region 4 and OMNIA Participants is underscored and demonstrated daily, as we provide these very services to more than 12,000 government entities as our only business. These state and local government agencies (including over 546 in Texas) have found GovDeals to be the most lucrative, efficient, and transparent online surplus solution.

GovDeals is the largest online government auction resource in the nation because we focus on what matters to the government agencies we serve, including:

- GovDeals auctions are conducted in a totally transparent environment with terms and conditions, bid history, and results easily accessible by the public during the auction and for one full year after auction completion.
- Robust reporting and a perpetual audit trail are readily accessible within each GovDeals client's account in perpetuity.

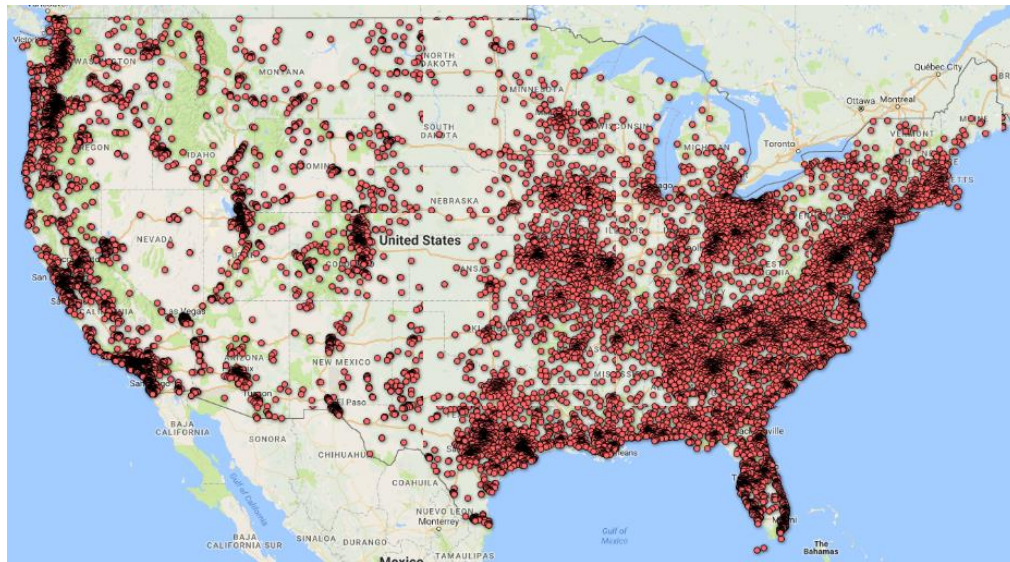
Over 12,000 Governments Nationwide Sell Surplus Assets on GovDeals.com



- Our clients have access to consultative service and to training in use of online auction practices and to auction strategies that have been developed and fine-tuned during GovDeals' 17 years in the government-exclusive online auction business.
- GovDeals is a financially strong vendor that remits payments to clients weekly, and when utilizing our auction services with payment collection, GovDeals shoulders liability for chargebacks or fraud that may occur, and disputes after asset removal are handled by GovDeals. We remit auction proceeds to our clients on a weekly basis despite these risk factors, eliminating financial risk for our clients.
- Extensive marketing outreach will be provided to reach targeted bidders at GovDeals' expense. This drives competitive bidding, increasing the final selling price of your auctioned assets. Marketing efforts provided by GovDeals include niche print and online publications, email marketing, local advertising, press releases, and more.

GovDeals has bidders in all 50 U.S. states and in 160 foreign countries for a total of more than 750,000 registered and verified bidders. This includes over 33,500 active bidders in Texas.

750,000+ Active GovDeals Bidders



- c. Describe Offeror's reputation of products and services in the marketplace. Indicate the number of years Offeror's web-based online auction and/or live auction program has been in place and include the number of auctions posted on the Offeror's website in the last two (2) years. Indicate the number of successful auctions (items were sold), and the number of auctions where the buyer defaulted on the purchase.**

Providing online auction services to government agencies is the only business we are in and have been solely focused on building, providing, and continuously improving since the company's incorporation in 1999. Our intimate knowledge of government processes and challenges contributed to our original platform design and processes, and the lessons we have learned from interactions with government clients throughout the U.S. and Canada have helped us fine-tune our platform and services.

Properly managing the sale of government assets and ensuring maximum return on investment (ROI) requires a great deal of knowledge and expertise. GovDeals operates a knowledge-based business, and we will share this industry and market knowledge with each Agency through very interactive and hands-on service. We combine a robust, easy-to-use auction website, a large and targeted bidder audience, strategy expertise for online government auctions, versatile marketing strategies, and a history of compliance with government requirements and regulations to offer a service that is unequalled by other vendors.

Auction Statistics, Past 2 Years (June 2017-May 2019)

Number of Auctions Posted	687,453
Number of Successful Auctions (Sold)	646,206
Number of Bidder Defaults	14,769

- d. Describe the experience and qualification of key employees.**

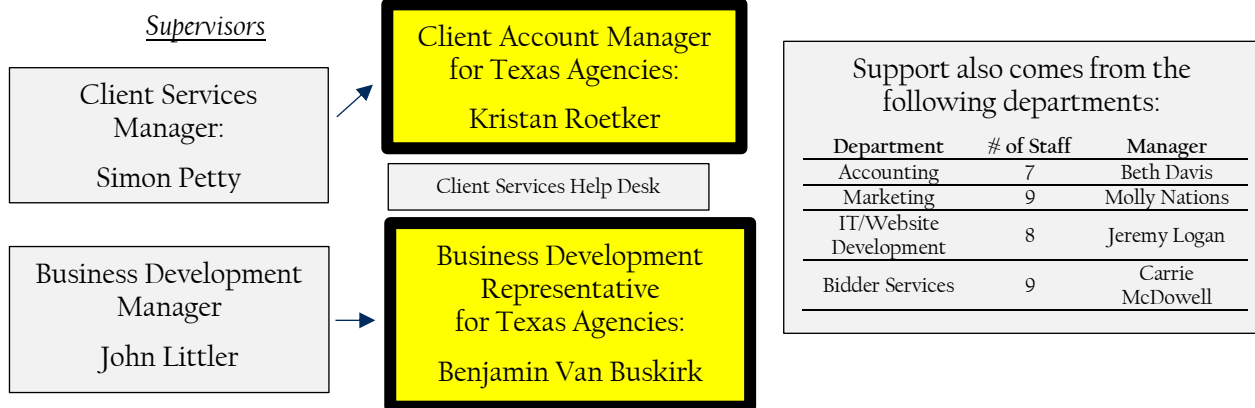
Key personnel directly serving each Agency will be a Client Account Manager and a regional Business Development Representative. Your Client Account Manager will provide initial training and ongoing service throughout the duration of the contract, including 24/7 support by phone and email.

In addition to the project team dedicated to Agencies, we back up this hands-on, local relationship with robust and experienced staffing in all functional departments located at GovDeals' corporate offices. Agencies will have direct access to our accounting, marketing, and bidder support teams, as well as to our Client Help Desk and executive management. GovDeals will support the Agencies by phone, email, live chat, webinars, and in-person meetings.

GovDeals' organizational chart identifying key personnel who will be assigned to deliver the services required is provided below, along with professional summaries for each member of an Agency's account team, as well as other key personnel that will make an impact on the overall success of the Agencies' surplus auctions. Please note: Since Region 4 is in Texas, we have listed our Texas representatives. GovDeals has employees based throughout the country to support clients in each region.

Organization Chart for an Agency's Account

Key Personnel Identified by Highlighted Boxes



Kristan Roetker, Client Account Manager

Cell: 303-532-7335 | Email: kroetker@govdeals.com

As the Client Account Manager for Texas Agencies, Kristan Roetker will be the primary contact for day-to-day auction operation needs. Kristan may be reached by cell phone or email 24 hours a day, 7 days a week. She will be responsible for training and ongoing consultation, as well as monitoring the Agencies' auctions for quality assurance. Your Client Account Manager will also work closely with GovDeals' marketing representatives to curate promotion strategies to ensure competitive bidding for the Agencies' surplus assets. Kristan is armed with in-depth knowledge of the GovDeals online auction system and how to maximize return of value for all asset types, particularly school furnishings, office equipment, and specialty equipment. She will be readily available to the Agencies for support by phone, email, and on-site meetings for coordination of auction strategies and surplus asset removal.

Benjamin Van Buskirk, Business Development Representative

Cell: 512-560-6240 | Email: bvanbuskirk@govdeals.com

Committed to the overall success of each Agency's liquidation goals, Ben Van Buskirk is able to examine an Agency's processes and evaluate its needs to recommend strategies to ensure GovDeals meets the demands of its government sellers throughout Texas. Ben has served Texas clients since 2015, working together with the region's Client Account Manager to reach the goals of each client, while also promoting our service to other government entities, which expands the local bidder database. Ben strives to see all of his clients succeed, continuously going to extra mile to ensure contract terms are met. After 4 years with GovDeals, Ben has in-depth knowledge of the state and region's surplus market. He will be a valuable resource for consultation, data-driven analysis, and specific local knowledge.

Molly Nations, Marketing Manager

Office: 334-387-0475 | Email: mnations@govdeals.com

Responsible for all advertising and promotion of assets being auctioned on GovDeals, Molly Nations supervises a team of 9 full-time marketing specialists and graphic designers. This team places ads, writes press releases, and designs custom marketing plans for our clients' specialty assets. You are encouraged to contact your Client Account Manager or the Marketing Department when high-value, specialty, or unique assets will be auctioned so that Molly and her team can develop and execute marketing campaigns designed to drive targeted bidders to your auctions and increase the selling price of assets.

Christy Logan, Senior Manager Business Development Operations

Cell: 334-462-0414 | Email: clogan@govdeals.com

GovDeals recognizes the importance and value of cooperative contracts and partner relationships. Christy Logan oversees these partnerships to ensure contract compliance through quarterly and monthly reports detailing participating agencies' contract activity, as well as timely payment of applicable cooperative fees or revenue sharing. GovDeals' system functionality includes a simple way for Region 4/OMNIA to review the cooperative usage of its contract, and each cooperative agency's sales amount is included on this report.

Simon Petty, Client Services Manager - Western

Cell: 512-971-9299 | Email: spetty@govdeals.com

Simon Petty provides oversight and management of 8 regionally based Client Account Managers throughout the Western U.S. Hired in 2008 as the Client Services Representative for Texas and Louisiana, Simon has worked closely with more than 600 government clients to implement and operate the GovDeals platform and increase Return on Investment through surplus sales. In his role as a Client Account Manager, Simon provided excellent on-site service, auction strategy advice, and on-call consultations for his clients, and this dedication to service resulted in his 2019 promotion to one of two Client Service Manager positions, with the goal of guiding his team of Client Account Managers to provide excellent service to their clients. Simon works with his team daily to help the Client Account Managers handle current projects and challenges, as well as to develop methods to continually improve the service provided to clients.

Scott Starcher, Senior Director of Client Success

Cell: 919-802-6800 | Office: 1-800-613-0156 Ext. 4511 | Email: ssarcher@govdeals.com

Scott Starcher has provided management and oversight of GovDeals' Client Services team since 2011. In his current role as Senior Director of Client Success, Scott is responsible for a 30-person team based remotely throughout the U.S. and Canada, including Client Account Managers, Client Services Managers, and the Client Help Desk. Scott aims to visit as many clients as possible on a regular basis, ensuring each agency's GovDeals representation is providing the highest level of service possible. Whether providing clients with on-site service, email correspondence, or behind-the-scenes upgrades, Scott is continually looking for ways to advance the GovDeals platform, service, support, and performance to better serve our government clients. Originally hired in 2006 as GovDeals' Client Services Representative serving the Mid-Atlantic region, Scott Starcher worked closely with his clients to implement best practices strategies and to innovate ways he and the GovDeals team could best support our client agency staff members. This included hands-on training, "elbow grease" customer service, and developing and implementing efficiency tools within the GovDeals system to provide a more user-friendly platform to government clients nationwide. Scott's interdepartmental improvement efforts have been invaluable to the GovDeals team, resulting in promotions to Client Services Supervisor in 2011, Director of Client Services in 2014, and Senior Director of Client Success in 2019.

Steve Kranzusch, Vice President and General Manager

Cell: 334-462-3962 | Office: 1-800-613-0156 Ext. 4455 | Email: skranzusch@govdeals.com

Since Steve Kranzusch joined GovDeals in 2004 as Vice President of Business Development, he has led the company's growth in number of clients from less than 200 government agencies to more than 12,000 today. Steve's Business Development team partners with state and local government entities, delivering experienced insight into selling surplus and end-of-life assets, giving the government sellers complete control of their surplus process through a vitally transparent platform. Under his leadership, the Business Development team expanded nationwide and throughout Canada, working with public agencies at all levels of government and of all sizes. Appointed Vice President and General Manager in 2019, Steve is currently leading the company through a new era of innovation in the logistics and reverse supply chain industry. Steve's primary goal is that GovDeals continues to deliver efficient online auction solutions and proven results in fiscal transparency of government liquidation to each of the company's government clients, evolving with technology and industry trends to develop strategies that foster success for all government agencies.

e. Describe Offeror's experience working with the government sector.

GovDeals has been providing online auction services exclusively to government entities for 17 years. Our clients include over 12,000 state and local government agencies of all sizes and in all states. We also provide auction services to 27 state governments, including Louisiana, Arkansas, and New Mexico.

Services provided to these entities are wholly similar to the services offered to Region 4 and OMNIA Participants. Each agency is assigned a dedicated local team to provide initial and ongoing training, strategy sessions, technical support, and contract management to these agencies, as well as marketing outreach, bidder support, and financial reconciliation. These entities have utilized GovDeals' platform to successfully auction surplus vehicles, furnishings, equipment, tools, and miscellaneous assets.

f. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

GovDeals, Inc., and Liquidity Services, Inc. have faced no bankruptcy, reorganization, or state investigations of either company or current officers and directors. Information regarding our parent company's ongoing litigation is provided below, excerpted from Liquidity Services, Inc.'s most recent annual 10-K filing with the Securities and Exchange Commission:

From time to time, we may become involved in litigation relating to claims arising in the ordinary course of our business.

Howard v. Liquidity Services, Inc., et al., Civ. No. 14-1183 (D. D. C. 2014).

On July 14, 2014, Leonard Howard filed a putative class action complaint in the United States District Court for the District of Columbia (the "District Court") against us and our chief executive officer, chief financial officer, and chief accounting officer, on behalf of stockholders who purchased our common stock between February 1, 2012, and May 7, 2014. The complaint alleged that the defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 by, among other things, misrepresenting the Company's growth initiative, growth potential and financial and operating conditions, thereby artificially inflating its stock price, and sought unspecified compensatory damages and costs and expenses, including attorneys' and experts' fees. On October 14, 2014, the Court appointed Caisse de Dépôt et Placement du Québec and the Newport News Employees' Retirement Fund as co-lead plaintiffs. The plaintiffs filed an amended complaint on December 15, 2014, which alleged substantially similar claims, but which did not name the chief accounting officer as a defendant. On March 2, 2015, we moved to dismiss the amended complaint for failure to state a claim or plead fraud with the requisite particularity. On March 31, 2016, the Court granted that motion in part and denied it in part. Only the claims related to our retail supply chain group were not dismissed. On May 16, 2016, we answered the amended complaint. Plaintiffs' class certification was granted on September 6, 2017. On June 19, 2018, the parties agreed to settle this action, including to dismiss and release all claims against all defendants, in exchange for the payment by our insurance carriers of \$17 million to plaintiffs and the class. The agreement was submitted to the District Court and preliminarily approved on June 20, 2018. The District Court provided final approval of the settlement on October 5, 2018.

In re Liquidity Services, Inc. Derivative Litigation, Civ. No. 2017-0080-JTL (Del. Ch. 2017).

On February 2, 2017, plaintiff David Girardi filed a putative derivative complaint in the Court of Chancery of the State of Delaware (the "Court of Chancery"), and on February 7, 2017, plaintiff Harold Slingerland filed a putative derivative complaint in the Court of Chancery. On March 9, 2017, plaintiffs Girardi and Slingerland filed a putative consolidated derivative complaint in the Court of Chancery, purportedly on the Company's behalf. The consolidated complaint named as defendants our Chief Executive Officer and Chief Financial Officer, as well as certain other individuals who served on our Board of Directors between 2012 and 2014, and sought recovery

from those individuals, not the Company. The complaint asserted that, among other things, the defendants breached their fiduciary duties to the Company and its stockholders by causing or allowing the Company to make the same misstatements that were alleged in the amended complaint in the Howard action, and for alleged trading in our securities while in possession of material non-public information. The Court of Chancery dismissed the case in November 2017.

Following the dismissal of the putative derivative action discussed above, former plaintiffs Girardi and Slingerland sent us a letter dated January 5, 2018 (the "Shareholder Demand") demanding that the Board of Directors take action to remedy purported breaches of fiduciary duties allegedly related to the claims asserted in the above-discussed securities class action and derivative actions. We acknowledged receipt of the Shareholder Demand on January 22, 2018. Our Board of Directors delegated to a special committee of the Board, comprised of independent directors who are not named in the letter, the tasks of evaluating and formulating recommendations to the Board with respect to, the Shareholder Demand. The special committee retained counsel to assist and advise it in connection with its work. On November 19, 2018, the special committee delivered a report in which it found no basis to assert claims, and recommended that the Board not assert claims against any of the individuals named in the Shareholder Demand. Our Board of Directors met on November 27, 2019 to discuss the findings of the special committee, accepted the recommendation of the special committee and determined to reject the demand.

g. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services, number of auctions conducted, and online auction dollar volume.

- **North East Independent School District, TX**
8961 Tesoro Dr., Ste. 317, San Antonio, TX 78217
Contact Person: Art Suarez, CRMS Manager
210-805-5218 | asuarez6@neisd.net

Client since: 2010
Number of assets sold: 1,919
Total sales: \$1 million
Types of assets sold: School buses, HVAC equipment, computers and parts, cafeteria and kitchen equipment, tools, vans, heavy-duty trucks, light-duty trucks, trailers, sporting equipment, etc.

- **Oklahoma City, OK**
100 N. Walker Ave., Oklahoma City, OK 73102
Contact Person: Amy Simpson, Purchasing Agent
405-297-3959 | amy.simpson@okc.gov

Client since: 2012
Number of assets sold: 2,597
Total sales: \$6.2 million
Types of assets sold: Aviation, heavy-duty trucks, light-duty trucks, automobiles, asphalt equipment, heavy equipment, fire trucks, garbage trucks, farm tractors, trailers, etc.

- **City of Austin – Fleet Services, TX**

1190 Hargrave St., Austin, TX 78702

Contact Person: Sam Rivera, Fleet Vehicle Coordinator

512-974-3385 | samuel.rivera@austintexas.gov

Client since: 2008

Number of assets sold: 3,967

Total sales: \$14 million

Types of assets sold: Heavy-duty trucks, automobiles, heavy equipment, light-duty trucks, garbage trucks, SUVs, highway equipment, fire trucks, street sweepers, ambulance/rescue, etc.

- **Lewisville Independent School District, TX**

601 E. Purnell Rd., Lewisville, TX 75057

Contact Person: Carlos Moreno

972-350-2694 | auction@lisd.net

Client since: 2009

Number of assets sold: 2,492

Total sales: \$1 million

Types of assets sold: Cafeteria and kitchen equipment, janitorial equipment, computers and parts, generators, music/musical instruments, vans, heavy-duty trucks, exercise equipment, school equipment, tools, etc.

- **Bernalillo County, NM**

1 Civic Plz NW, 10th Floor, Room 10010, Albuquerque, NM 87102

Contact Person: Martin Gallegos, Fixed Assets Manager

505-224-1636 | mgallaegos@bernco.gov

Client since: 2015

Number of assets sold: 11,606

Total sales: \$755,000

Types of assets sold: Computers and parts, heavy equipment, automobiles, SUVs, heavy-duty trucks, fire and police equipment, farm tractors, light-duty trucks, industrial equipment, communication equipment, etc.

h. Provide a listing of Auctioneer Licenses and Auctioneer Associates Licenses. List relevant state, current and expiration dates. Upon request, Awarded Offeror(s) will provide all relevant documentation ensuring state licenses. Awardee(s) shall be licensed and in good standing.

As an online auction provider, GovDeals is not required by the Texas Department of Licensing and Regulation to hold a Texas Auctioneer's License. This clarification was determined by House Bill 2481, which took effect on September 1, 2015. GovDeals will gladly speak to this issue and provide documentation of this exemption upon request.

i. Provide any additional information relevant to this section.

GovDeals' capability and capacity as an organization to successfully provide our auction platform, personal service, and payment collection and remittance services to government agencies large and small is underscored and demonstrated daily, as we provide these very services to more than 12,000 government agencies throughout the U.S. and Canada (over 546 in Texas) as our only business.

These thousands of government agencies have found GovDeals to be the most efficient, lucrative, and transparent online surplus solution available to governments. Underscoring the experience, service, and results we provide is an end-to-end process and system that provides a secure, redundant, and transparent environment to feed real-time and archival data to Agency personnel.

GovDeals successfully completed over 239,000 auctions during the past 12 months for total sales surpassing \$301 million. This includes over 49,000 vehicles and 8,400 pieces of heavy equipment. Over 6,100 government entities sold surplus on GovDeals during this 12-month timeframe, and over 118,000 unique bidders participated in the auctions, placing over 4.5 million bids.

The auction services described in the Region 4 ESC's solicitation are a wonderful reflection of the only business we are in and have been continuously building, providing, and improving since 1999. GovDeals is thoroughly prepared to immediately provide our online auction system and hands-on customer service to the Region 4 and OMNIA Participants to meet their goals of reducing administrative strain and to attain maximum liquidation value from sales of out-of-service vehicles, equipment, and other surplus assets.

We understand that the Participating Agencies generally expect to auction an assortment of vehicles and equipment, including surplus vehicles, miscellaneous equipment, furniture, supplies, etc. GovDeals specializes in the online auction of government-owned vehicles and heavy equipment and all other government-owned items.

In contracting with an auction vendor, Region 4 and OMNIA prioritize the ability to maximize sale value of surplus assets through marketing, presentation, and outreach. We commend the organization for recognizing the importance of contracting with a vendor that places a high level of emphasis on these factors, as we have learned over the past 18 years in the government-specific online auction industry that bidder outreach is one of the keys to maximizing Return on Investment (ROI).

A major part of GovDeals' service and the resulting success experienced by our clients is due to the promotion of assets through advertising and marketing. We expend significant effort and funding to maximize competitive bidding for our clients' assets, since competition for surplus assets is directly tied to the revenue the selling governments obtain for these assets. The Participating Agencies will not be charged a fee for any marketing efforts provided by GovDeals; last year, GovDeals placed more than 42,000 online and print ads for our clients' assets at no additional charge.

Although the GovDeals system is built for the efficiency of self-service, GovDeals is committed to sharing our strategy knowledge with Region 4 and OMNIA Participants through very interactive and hands-on service. GovDeals will provide on-site training, as well as easily accessible,

highly responsive technical support and customer service to each Agency throughout the contract. Typical response time is under an hour, and we commit to always respond within 24 hours. Your Client Account Manager may be reached by cell phone or email 24 hours a day, 7 days a week. If for any reason, your Client Account Manager is not immediately available, you may contact GovDeals' Client Help Desk. Staffed by fully trained Client Services Representatives, the Help Desk provides technical support and problem-solving by toll-free phone, live chat, and email.

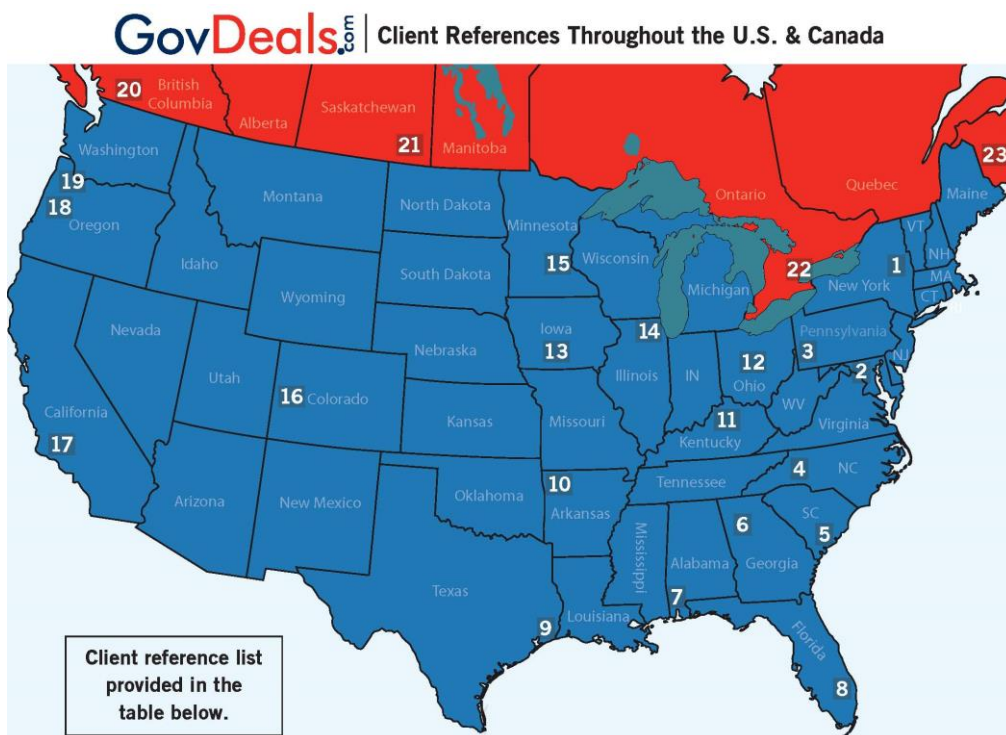
After making payment at GovDeals.com, winning bidders will be responsible for scheduling an asset removal appointment at the Agency's convenience, and GovDeals will remit payment to the Agency the week following each asset's removal from your property.

Used effectively, the GovDeals online platform is the most cost effective, conscientious, fully transparent and risk-averse disposition method for government agencies, their personnel and their surplus assets. All control of the entire process remains right where it should be, within each agency.

Vitality, GovDeals is built to provide personal, hands-on service to each government client locally through an assigned Client Account Manager and Regional Business Development Representative, as well as a deep commitment to support from our corporate offices. We back up our hands-on, local relationship with a large and experienced staff in all functional areas located at GovDeals' headquarters. Each Agency will have direct access to our accounting, marketing, and bidder support teams, as well as to our Client Help Desk and executive management. GovDeals will support each Agency by on-site appointments upon request, as well as phone calls, emails, live chat, and webinars as needed, and we will also provide on-site meetings for problem solving and strategy development as needed.

References

Additional References



1 Town of Queensbury, NY Barbara Tierney (518) 761-8240 barbarat@queensbury.net	7 Mobile, AL Anne Foley (251) 208-7408 anne@cityofmobile.org	13 Cedar Rapids, IA Luanne Carter (319) 286-5021 surplus@cedar-rapids.org	19 Portland Police, OR Ty Routley (503) 823-2136 Robert.routley@portlandoregon.gov
2 State of Maryland Edwin Nunez (410) 767-4993 edwin.nunez@maryland.gov	8 South Florida Water Mgmt., FL Karen Kempf (561) 682-2113 kkempf@sfwmd.gov	14 Arlington Heights, IL Ray Salisbury (847) 368-5850 rsalisbury@vah.com	20 Dawson Creek, BC Dawn Carpenter (250) 784-3623 dcarpenter@dawsoncreek.ca
3 Pittsburgh, PA Peter McDevitt (412) 255-8924 peter.mcdevitt@pittsburghpa.gov	9 Galveston, TX David Smith (409) 797-3920 smithdav@cityofgalveston.org	15 Burnsville, MN Eric Olson (952) 895-4558 eric.olson@burnsvillemn.gov	21 Moose Jaw, SK Wade McKay (306) 694-4542 auction@moosejaw.ca
4 High Point, NC Gary Smith (336) 883-3598 gary.smith@highpointnc.gov	10 Fayetteville, AR Andrea Foren (479-595-8220 aforen@fayetteville-ar.gov	16 Montrose County, CO Richard Emerson (970) 964-2450 remerson@montrosecounty.net	22 Ontario Place, ON John Tannis (416) 314-9900 john.tannis@ontarioplace.com
5 Charleston County, SC Angela Kraft (843) 958-4602 akraft@charlestoncounty.org	11 Louisville-Jefferson Metro Gov., KY Trace McGarey (502) 817-0576 trace.mcgarey@louisvilleky.gov	17 County of Los Angeles, CA Candy Rodarte (323) 267-2339 crodate@isd.lacounty.gov	23 New Brunswick Power, NB Gale Landry (506) 458-4948 galandry@nbpower.com
6 State of Georgia Steve Ekin (404) 656-6871 steven.ekin@doas.ga.gov	12 Ohio State University Michael Swick (614) 292-9738 swick.72@osu.edu	18 State of Oregon Sven Anderson (503) 378-6057 sven.anderson@state.or.us	

Tab 5**Value Add****a. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

Included with the service outlined within our proposal, the GovDeals system and service adds value in the following ways:

- GovDeals auctions are conducted in a totally transparent environment with terms and conditions, bid history, and results easily accessible by the public during the auction and for one full year after auction completion.
- Robust reporting and a perpetual audit trail are readily accessible within each GovDeals client's account in perpetuity.
- Our clients have access to consultative service and to training in use of online auction practices and to auction strategies that have been developed and fine-tuned during GovDeals' 17 years in the government-exclusive online auction business.
- GovDeals is a financially strong vendor that remits payments to clients weekly, and when utilizing our auction services with payment collection, GovDeals shoulders liability for chargebacks or fraud that may occur, and disputes after asset removal are handled by GovDeals. We remit auction proceeds to our clients on a weekly basis despite these risk factors, eliminating financial risk for our clients.
- Extensive marketing outreach will be provided to reach targeted bidders at GovDeals' expense. This drives competitive bidding, increasing the final selling price of your auctioned assets. Marketing efforts provided by GovDeals include niche print and online publications, email marketing, local advertising, press releases, and more..

Tab 6 Additional Required Documents

- **Additional Required Documents (Appendix C)**
 - **Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)**
 - **Antitrust Certification Statement (Tex. Government Code § 2155.005) Appendix C, Doc #2)**
 - **Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)**
 - **Texas Government Code 2270 Verification Form (Appendix C, Doc #4)**
 - **Any additional agreements Offeror will require Participating Agencies to sign**

The above-referenced documents are provided on the following pages.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6/14/19

Date



Vice President & General Manager
Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

GovDeals, Inc.

Contact


Signature

Alicia Andrews

Printed Name

Senior Proposal Writer

Position with Company

Address

100 Capitol Commerce Blvd.

Ste. 110

Montgomery, AL 36117

**Official
Authorizing
Proposal**


Signature

Steve Kranzusch

Printed Name

Vice President and General Manager

Position with Company

Phone

334-274-3846

Fax

334-387-0519

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-502511

Date Filed:
06/10/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GovDeals, Inc.
Montgomery, AL United States

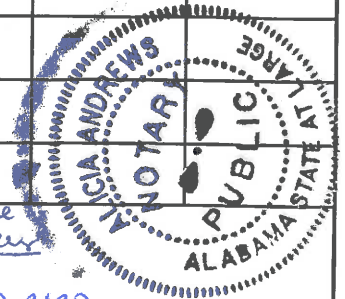
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-06
Auctioneer Services and Related Projects

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary



5 Check only if there is NO Interested Party.



Subscribed and sworn before me
June 14, 2019 Alicia Andrews
Notary Public of Alabama
Commission expires April 10, 2022

6 UNSWORN DECLARATION

My name is Steve Kranzusch, and my date of birth is 4/8/1956.

My address is 100 Capitol Commerce Blvd., Ste. 110, Montgomery, AL, 36117, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Montgomery County, State of Alabama, on the 14th day of June, 20 19.
(month) (year)

Stu Kranzusch

Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Steve Kranzusch, as an authorized representative of

GovDeals, Inc., a contractor engaged by

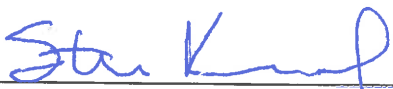
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

6/14/19
Date

Form Revised 10/27/201

Tab 7 National IPA Response to a National Program

- **National IPA Response to a National Program (Appendix D, Exhibits A, F and G)**

SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier.

With the rise of the internet and e-commerce in the late 1990s, government entities began to sell surplus assets on early online auction websites. But these auction resources were designed for peer-to-peer consumer sales, and government entities soon found out that their auctions lacked the transparency and recordkeeping required of public institutions. Limited information about each sale was available, reports were not available for days or even a month, and sellers were expected to ship items to winning bidders.

Procurement officials were frustrated that these factors prevented their government entities from efficiently conducting their surplus sales process in compliance with their disposition policies. This led many government entities to conclude that they had no option but to return to the cumbersome, time-consuming process of live auction events. The online auction idea was a bust.

But a handful of innovative procurement officials and consultants weren't willing to give up so easily. The internet was growing exponentially, and they were convinced that there had to be a better way. These officials teamed up with a group of trusted software developers to explore a concept – an online auction platform built for government, with a full audit trail and real-time sales reports.

The software developers spent a year and a half creating a web-based online auction platform that centered on the procurement officials' needs, including following these basic tenets:

- Provide government sellers with a full audit trail of their auctioned assets, including each stage of the sales process
- Each government seller must be able to put its own Terms and Conditions in place
- Assets must be sold "as is, where is, and without warranty"
- All reports must be available in real-time
- Current and past auction sales must be viewable by the general public
- The auction platform must excel at keeping bidder defaults to a minimum
- Government sellers must be able to require buyers to pick up assets won at auction – on a time frame chosen by the seller

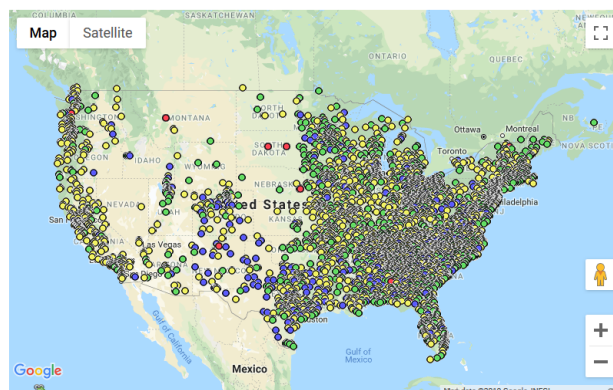
After 18 months of software development and testing, the first online auctions were conducted on GovDeals.com in early 2001.

The company's earliest client sellers were pleased that GovDeals satisfied all of their agencies' internal compliance needs, and now the company had to prove that it could achieve equal or better sales results compared to traditional auctioneers.

GovDeals implemented innovative marketing techniques to reach targeted bidders specifically interested in purchasing government surplus assets. To this day, a major part of

GovDeals' service and ultimate success is the promotion of assets through advertising and marketing. Every day, we spend significant effort and funding to maximize competitive bidding for our clients' assets, since competition for surplus assets is directly tied to the revenue the selling governments obtain for these assets. GovDeals' buyer audience has grown to over 750,000 registered and verified active bidders, and our 9-person Marketing Department continues to expand this reach through targeted advertisements, press releases, and other promotion tools.

Over 12,000 Governments Nationwide Sell Surplus Assets on GovDeals.com



Through the technological innovations of the GovDeals platform and our robust marketing outreach, GovDeals is able to consistently achieve higher net sales results for our clients when compared to any online or live auction vendor, while also helping clients ensure transparency and compliance with surplus disposition policies every step of the way.

GovDeals' headquarters are in Montgomery, AL, where it was founded in 1999. GovDeals was acquired by Liquidity Services, Inc., in 2008. Headquartered in Bethesda, MD, Liquidity Services is a publicly held corporation with stock traded under the call letters LQDT on the NASDAQ stock exchange. Liquidity Services is a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals. Upon the acquisition, GovDeals quickly became one of Liquidity Services' flagship marketplaces and also one of its most successful.

With our original management team continuing to run the business, GovDeals now has 96 direct full-time employees, with more than half working remotely from the field in order to best serve clients in their local areas. This includes 3 representatives in Texas. In addition to this direct staffing, additional support and substantial resources come from our parent company.

① GovDeals' organizational chart is provided on the following page.

Today, more than 12,000 state and local governments have transitioned some or all of their surplus auctions to GovDeals.com, and our company has facilitated the sale of more than 1.7 million government-owned assets/lots for total auction sales surpassing \$2 billion. In Texas alone, over 546 government entities have successfully sold over 62,000 surplus assets/lots for total auction sales exceeding \$88 million.

The GovDeals Team

B. Total number and location of sales persons employed by Supplier.

GovDeals currently has 96 direct, full-time employees, including 34 Client Account Managers and Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions. This includes a nationwide network of sales representatives across 13 U.S. regions and 2 in Canada. Therefore, GovDeals is currently prepared to immediately serve Region 4 and OMNIA Participants, regardless of the agencies' locations or sizes.

GovDeals has 23 salespeople on its Business Development team. Please refer to the map below for their specific locations. Our sales team includes:

- 13 U.S. field-based Regional Business Development Representatives
- 5 Inside Business Development Associates
- 1 National Director of Business Development, State Government and Higher Education
- 1 Director and 1 Manager of Business Development in Canada
- 1 Vice President and 1 Regional Manager of Business Development



C. Number and location of support centers (if applicable) and location of corporate office.

❖ Client Support

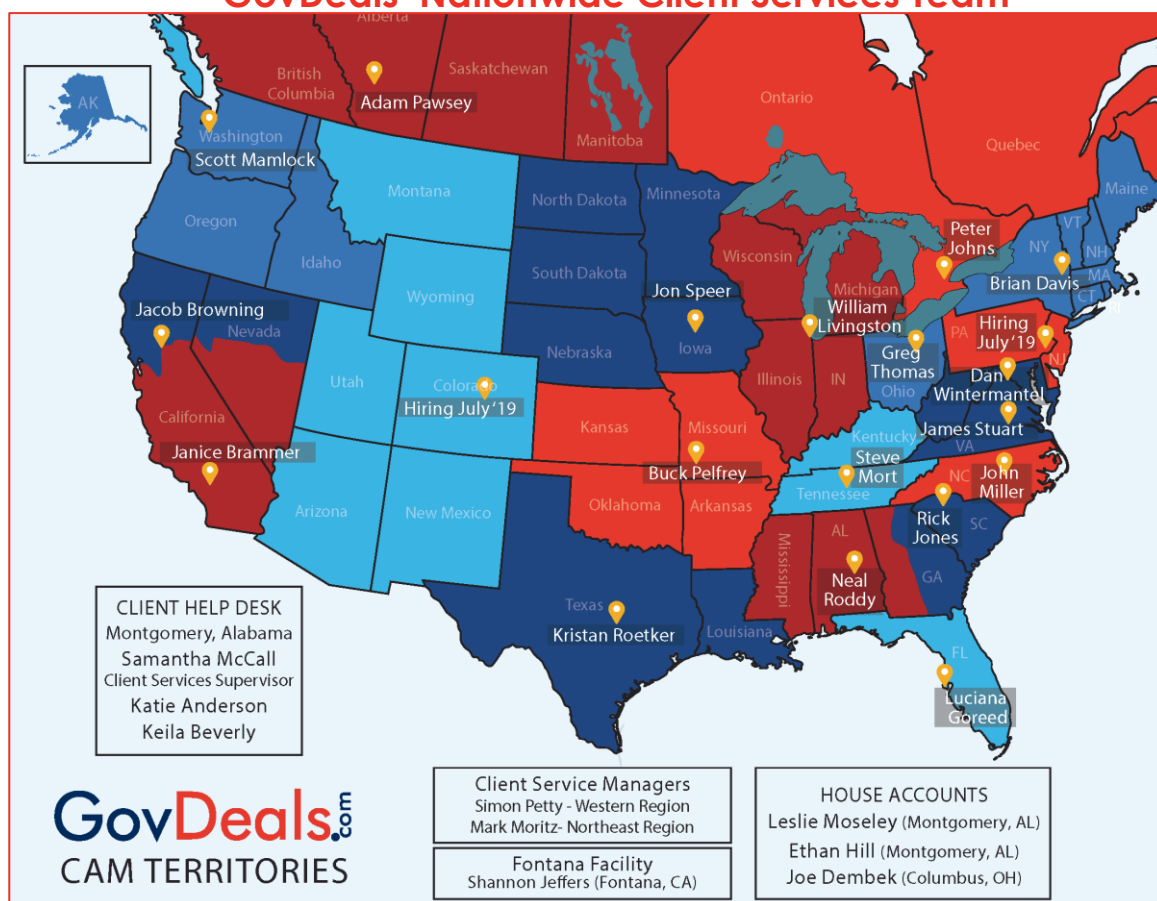
GovDeals will provide personal, hands-on service to each Region 4 and OMNIA Participant locally through a dedicated Client Account Manager and Regional Business Development Representative, as well as a deep commitment to support from our corporate offices in the form of bidder help desk, extensive marketing of assets, accounting, and system upgrades. There will be no additional cost for these services.

Direct employees provide all of GovDeals' services. In addition to their salaried compensation, GovDeals' employees are further incentivized with monthly commission or annual year-end bonuses determined by the company's profitability.

GovDeals employs 20 Client Services Representatives as shown on the map below.

- 23 field-based Client Account Managers
- 2 HQ-based Client Account Managers
- 1 Senior Director of Client Success and 2 Regional Client Services Managers
- 2 HQ-based Client Services Representatives on the Client Help Desk and 1 Manager

GovDeals' Nationwide Client Services Team



This large and experienced Client Services team led by Scott Starcher, Senior Director of Client Success, handles support. Their primary mission is initial and ongoing training and implementation, auction monitoring, client support, and promotion of best practices, as well as

ongoing collaboration with the Business Development team and other support teams to create a very engaged client relationship.

Each Region 4/OMNIA participant will have a dedicated account team, including a local Client Account Manager and regional Business Development Representative, to provide hands-on service and support as needed. GovDeals' Client Account Managers will help OMNIA Members manage auction operations on an ongoing basis. Each participant's dedicated Client Account Manager will endeavor to respond within one hour (typically much faster) to all inquiries by the Participant, and will always respond within 24 hours.

When scheduled or as needed, the Client Account Manager will be available for on-site or web-based training and support at no additional cost. The Client Account Manager will visit periodically at the Participant's convenience to promote best practices, provide hands-on service, and to provide training for new employees or existing users.

GovDeals' Client Account Managers may be reached 24/7 via direct cell phone and email. We back up this hands-on, local relationship with robust and experienced staffing in all functional departments at GovDeals' corporate offices. Each Agency will have direct access to our accounting, marketing, and bidder support teams, as well as to GovDeals executive management. Support will be available to the Agencies via phone, email, in-person meetings, webinars, and live chat.

If for any reason, an Agency's assigned Client Account Manager is not immediately available by cell phone or email, the Agency may contact GovDeals' Client Help Desk, staffed by fully trained Client Services Representatives who are available for technical questions, support, and training. The Client Help Desk is available by live chat, toll-free phone, and email, and may provide on-site support when necessary. Live chat and toll-free phone to the Client Help Desk is available Monday through Friday. There is absolutely no additional cost for any technical support or for use of the Help Desk.

❖ Bidder Support

GovDeals provides bidder support seven days a week from a dedicated service center staffed by 8 experienced GovDeals employees. The Bidder Services Help Desk intakes more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first-call resolution rate. This team endeavors to respond within one hour (typically much faster) to all inquiries by bidders, and they will always respond within one business day.

The Bidder Services Help Desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a prospective bidder who does not speak English or Spanish.

D. Annual sales for the three previous fiscal years.

	Total Sales	# of Successful Auctions
FY2018	\$290 million	223,599
FY2017	\$255 million	204,702
FY2016	\$220 million	180,040

E. Submit FEIN and Dunn & Bradstreet report.

GovDeals' FEIN: 63-1241096 | Liquidity Services, Inc.'s FEIN: 52-2209244

The latest Dun & Bradstreet report for Liquidity Services, Inc., is provided in **Exhibit A**.

F. Describe any green or environmental initiatives or policies.

GovDeals promotes waste minimization by our 12,000 state and local government clients who utilize our online auction program, which enables out-of-service assets to be reallocated or resold instead of ending up in waste facilities. Since our platform can be used whenever an asset is declared surplus, surplus vehicles no longer must be stored long-term, which decreases the likelihood that oil and other fluids might leak from vehicles and seep into the ground. Additionally, since assets can be sold from where they sit today, emissions produced by transporting and staging vehicles and equipment at auction sites are eliminated. Emissions are further reduced by eliminating the necessity for potential bidders to travel to an auction site. GovDeals' core business is teaching government agencies throughout the United States and Canada about the efficient, sustainable surplus liquidation platform that promotes reallocation and resale to avoid disposing of equipment in landfills.

In our daily operations, GovDeals participates in recycling efforts, double-sided printing, and electronic communication. GovDeals' offices are equipped with motion-sensor lighting in public spaces and traffic areas to minimize electricity overuse. Additionally, all appliances are Energy Star-rated. To minimize use of wasteful individual water bottles, GovDeals provides water coolers and water fountains for employees' use.

Green Benefits of GovDeals Compared to Live Auctions

- Surplus vehicles no longer must be stored long-term, which decreases the likelihood that oil and other fluids might leak from vehicles and seep into the ground.
- Many assets that may have been considered unsellable via conventional auction methods can now be successfully sold online, thereby reducing landfill loads and increasing revenue.
 - According to a study by the City of Tampa, FL, 8% to 10% of vehicles that have been sold in the last year via online auction site GovDeals (www.govdeals.com) would have had to be taken to a landfill, as there have typically been no buyers for these types of assets at local auctions and no way to transport them. These assets included wrecked or burned vehicles or vehicles that would have not been sellable via conventional local auctions.
 - Prior to GovDeals, the City of Tampa would have incurred labor and fuel costs to move these vehicles, as well as landfill charges.
 - There was also the environmental impact of putting these vehicles in a landfill to consider.
 - Stated Tony McGee with City of Tampa Fleet Management, "These vehicles used to be destined for the landfill. Now we can sell them for parts on GovDeals at prices I would not have imagined. Bottom line is that we are now better stewards for our taxpayers' money, and are good stewards of the environment as well."
- Emissions produced by transporting and staging vehicles and equipment at auction sites are eliminated as assets can be sold as-is from where they are located.
 - Emissions are further reduced by eliminating the necessity for potential bidders to travel to an auction site.
 - According to www.fueleconomy.gov, a gallon of gasoline, when burned, produces 20 lbs. of carbon dioxide. Diesel fuel produces 22 lbs. per gallon when burned.
 - Example: If 250 vehicles averaging 20 miles per gallon traveled an average of 50 miles round-trip to attend a live traditional auction, the carbon footprint impact would be estimated at 12,500 lbs. $(50/20 \times 20 \times 250)/$

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

All work is performed by GovDeals' full-time employees. GovDeals has no need to utilize subcontractors.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Not applicable.

I. Describe how supplier differentiates itself from its competitors.

GovDeals.com exists for two primary purposes: to provide a secure platform that fosters the best possible return for government agencies' surplus assets; and to keep control of the auctions where it belongs – right within each government agency. With an easy-to-use seller portal, automatic audit trail, and proactive bidder outreach, GovDeals provides over 12,000 governments with everything needed to conduct auctions and get the most possible value out of the sale, backed up with seamless reporting that follows each asset all the way through the auction cycle, including payment collection and item pickup.

The self-service functionality of the GovDeals platform gives each Agency the ability to conduct auctions at your own pace, depending on the volume of surplus you have at any given time and what else is going on in your schedule. Assets will be auctioned under each Agency's Terms and Conditions, and buyers are responsible for asset removal at the Agency's convenience.

At GovDeals, "self-service" doesn't mean you're on your own. GovDeals will be a true partner with each Agency to enable effective management of each Agency's surplus assets to be liquidated. Each Agency's Client Account Manager will provide on-site training at implementation, but personal service doesn't stop there. Throughout the duration of the contract, the Client Account Manager will be available by direct cell phone and email 24/7 to answer questions, walk users through processes, and provide support. Can't remember a step? Unsure how to set a reserve price? Looking for a report that shows who hasn't yet paid? Wondering if there's a certain day of the week that's best for auction closing? (There is!) Just call or email your Account Manager, and he will get you the answers you need.

We understand that managing surplus asset disposal is probably not an Agency's top priority every day. Most of the 12,000 government entities with whom we've worked would likely say the same thing. Since you have more pressing matters to deal with each day, having a partner in GovDeals means that you don't have to be an expert at auction strategy to get the most money for your surplus assets. And the built-in perpetual audit trail makes accessing sales data a breeze.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

GovDeals, Inc., and Liquidity Services, Inc. have faced no bankruptcy, reorganization, or state investigations of either company or current officers and directors. Information regarding our parent company's ongoing litigation is provided below, excerpted from Liquidity Services, Inc.'s most recent annual 10-K filing with the Securities and Exchange Commission:

From time to time, we may become involved in litigation relating to claims arising in the ordinary course of our business.

Howard v. Liquidity Services, Inc., et al., Civ. No. 14-1183 (D. D. C. 2014).

On July 14, 2014, Leonard Howard filed a putative class action complaint in the United States District Court for the District of Columbia (the "District Court") against us and our chief executive officer, chief financial officer, and chief accounting officer, on behalf of stockholders who purchased our common stock between February 1, 2012, and May 7, 2014. The complaint alleged that the defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 by, among other things, misrepresenting the Company's growth initiative, growth potential and financial and operating conditions, thereby artificially inflating its stock price, and sought unspecified compensatory damages and costs and expenses, including attorneys' and experts' fees. On October 14, 2014, the Court appointed Caisse de Dépôt et Placement du Québec and the Newport News Employees' Retirement Fund as co-lead plaintiffs. The plaintiffs filed an amended complaint on December 15, 2014, which alleged substantially similar claims, but which did not name the chief accounting officer as a defendant. On March 2, 2015, we moved to dismiss the amended complaint for failure to state a claim or plead fraud with the requisite particularity. On March 31, 2016, the Court granted that motion in part and denied it in part. Only the claims related to our retail supply chain group were not dismissed. On May 16, 2016, we answered the amended complaint. Plaintiffs' class certification was granted on September 6, 2017. On June 19, 2018, the parties agreed to settle this action, including to dismiss and release all claims against all defendants, in exchange for the payment by our insurance carriers of \$17 million to plaintiffs and the class. The agreement was submitted to the District Court and preliminarily approved on June 20, 2018. The District Court provided final approval of the settlement on October 5, 2018.

In re Liquidity Services, Inc. Derivative Litigation, Civ. No. 2017-0080-JTL (Del. Ch. 2017).

On February 2, 2017, plaintiff David Girardi filed a putative derivative complaint in the Court of Chancery of the State of Delaware (the "Court of Chancery"), and on February 7, 2017, plaintiff Harold Slingerland filed a putative derivative complaint in the Court of Chancery. On March 9, 2017, plaintiffs Girardi and Slingerland filed a putative consolidated derivative complaint in the Court of Chancery, purportedly on the Company's behalf. The consolidated complaint named as defendants our Chief Executive Officer and Chief Financial Officer, as well as certain other individuals who served on our Board of Directors between 2012 and 2014, and sought recovery from those individuals, not the Company. The complaint asserted that, among other things, the defendants breached their fiduciary duties to the Company and its stockholders by causing or allowing the Company to make the same misstatements that were alleged in the amended complaint in the Howard action, and for alleged trading in our securities while in possession of material non-public information. The Court of Chancery dismissed the case in November 2017.

Following the dismissal of the putative derivative action discussed above, former plaintiffs Girardi and Slingerland sent us a letter dated January 5, 2018 (the “Shareholder Demand”) demanding that the Board of Directors take action to remedy purported breaches of fiduciary duties allegedly related to the claims asserted in the above-discussed securities class action and derivative actions. We acknowledged receipt of the Shareholder Demand on January 22, 2018. Our Board of Directors delegated to a special committee of the Board, comprised of independent directors who are not named in the letter, the tasks of evaluating and formulating recommendations to the Board with respect to, the Shareholder Demand. The special committee retained counsel to assist and advise it in connection with its work. On November 19, 2018, the special committee delivered a report in which it found no basis to assert claims, and recommended that the Board not assert claims against any of the individuals named in the Shareholder Demand. Our Board of Directors met on November 27, 2019 to discuss the findings of the special committee, accepted the recommendation of the special committee and determined to reject the demand.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;**
- b. is not owned or operated by anyone who has been convicted of a felony; or**
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

(a) GovDeals, Inc., is wholly owned by a publicly held corporation.

L. Describe any debarment or suspension actions taken against supplier

None

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

The online auction services solicited by Region 4 and OMNIA are a wonderful reflection of the only business we are in and have been continuously building, providing, and improving since 1999. GovDeals is thoroughly prepared to immediately provide our online auction system and hands-on customer service to OMNIA Participating Agencies. Dedicated GovDeals staff members will serve Participating Agencies on a regular and ongoing basis through on-site service, consultations, marketing planning, and payment collection.

GovDeals will provide Participating Agencies with a turnkey approach to selling government surplus assets via our web-based auction system, www.GovDeals.com, to include self-service ability to post auctions, respond to inquiries, and creating/accessing detailed reports of auction activities and revenue. Participating Agencies may have unlimited user accounts, and access to the GovDeals system can be tailored to the job duties of Agency employees through the use of five security levels, including the ability to require approval from a supervisor before auctions may go live, as well as a “view only” setting that is useful for accounting staff to access sales and reconciliation reports.

Our specialized auction website allows prospective buyers to view unlimited photographs, videos, and thorough descriptions, ask questions, and enter bids for Participating Agencies’

surplus property. The items will be auctioned under each Agency's Terms and Conditions, including Agency-dictated time frames for payment and pickup.

GovDeals' online auction platform and service includes, at no additional cost:

- Robust auction functionality with unlimited user accounts
- Real-time reporting tools within secure account
- 750,000 active GovDeals bidders – verified through GovDeals' multi-layer registration process that includes vetting against the anti-terrorist watch list by Amber Road's global trade management software
- Extensive marketing outreach to targeted bidders at GovDeals' expense – drives competitive bidding, increasing the final selling price of Participating Agencies' auctioned assets!
- Hands-on training for as many employees as desired; initial and ongoing training and updates
- Personal service by each Participating Agency's locally based Client Account Managers with 24/7 on-call availability; on-site and remote support will be provided on demand

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

GovDeals currently has 96 direct, full-time employees, including over 35 Client Account Managers and Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions. Therefore, GovDeals is currently prepared to immediately serve OMNIA Participating Agencies, regardless of the agencies' locations or sizes.

While we don't currently have teams serving U.S. Territories and Outlying Areas, we are amenable to supporting agencies in these locations through remote training and service.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All services will be provided by GovDeals, Inc., and our parent company, Liquidity Services, Inc.

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

GovDeals does not provide commodities; therefore, distribution facilities, warehouses, and retail network is not applicable. Please see **Items 3.1. (B) and 3.1. (C)** for an overview of our company's client support network.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the

Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

GovDeals is uniquely positioned to serve Region 4 and OMNIA Participating Agencies with an experienced staff and robust service that matches OMNIA's public sector space and government agencies' needs. As GovDeals and OMNIA grow, our company is immediately scalable to serve Participating Agencies in all 50 U.S. states and across Canada without any compromise in service.

The executive management team at GovDeals, led by its Vice President and General Manager, Steve Kranzusch, will enthusiastically endorse and sponsor the Region 4/OMNIA contract if awarded. Although we are unable to commit to endorsing an OMNIA award as our *primary* contracting tool, it will be promoted equally with our other two principal awards. Our extensive cooperative award experience and knowledgeable teams are already in place throughout the U.S. and Canada to enable GovDeals to immediately leverage this award with the following highlighted activities:

- Email from Steve Kranzusch to all GovDeals employees announcing the award, the management team's commitment to successfully leveraging it, and an outline and timeline to aggressively implement and go-to-market with renewed business development strategies; Review the contract deliverables with the appropriate GovDeals teams (i.e. Marketing, IT, Client Services, Business Development, Accounting, etc.)
- Set up Region 4/OMNIA's GovDeals account, including operation of our partner functionality within the GovDeals Help Desk Utility that provides tracking and documentation for all aspects of a cooperative award. This effort is led by a dedicated management team member, Christy Logan – Senior Manager Business Development Operations. Christy also leads the Business Development Support team that will onboard all new OMNIA members using the award.
- For 18 years, GovDeals' only business has been delivering a remarkable online surplus disposition system to state and local governments in the U.S. and Canada. Therefore, there is no confusion or competing priorities relative to selling to private businesses. This allows a single focus for the management, business development, and functional support teams; as well as no bundling or use of third-party service providers to create distractions or shifting priorities due to market conditions such as the economy. GovDeals' entire success is dependent upon one service deliverable, and our employees are dedicated to ensuring our Clients' goals are reached.
- GovDeals currently has 96 direct, full-time employees, including over 35 Client Account Managers and Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions. Therefore, GovDeals is currently prepared to immediately serve OMNIA Participating Agencies, regardless of the agencies' locations or sizes.

- GovDeals' Business Development and Client Account Manager teams meet in the spring and the fall each year, and we would welcome the opportunity to invite the OMNIA team for a vendor training session.
- The experienced GovDeals management and functional teams are already in place nationally, and sales and service to OMNIA's Participating Agencies will be direct and seamless.
- Rather than outlining plans for growth and expansion if awarded, GovDeals already has the national teams and resources in place to serve OMNIA's entire Participating Agency public entities.
- The partnership with the OMNIA team will be enthusiastically embraced at GovDeals.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**
- i. **Creation and distribution of a co-branded press release to trade publications**
 - ii. **Announcement, contract details and contact information published on the Supplier's website within first 90 days**
 - iii. **Design, publication and distribution of co-branded marketing materials within first 90 days**
 - iv. **Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
 - v. **Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.**
 - vi. **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**
 - vii. **Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**
 - viii. **Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:**
 - **OMNIA Partners standard logo;**
 - **Copy of original Request for Proposal;**

- **Copy of contract and amendments between Principal Procurement Agency and Supplier;**
- **Summary of Products and pricing;**
- **Marketing Materials**
- **Electronic link to OMNIA Partners' website including the online registration page;**
- **A dedicated toll-free number and email address for OMNIA Partners**

For 18 years, GovDeals' only business has been delivering a remarkable online surplus disposition product to state and local governments in the US and Canada. There is no confusion or competing priorities relative to selling to private businesses. This allows a single focus for the management, business development and functional support teams; as well as no bundling or use of third-party service providers to create distractions or shifting priorities due to market conditions such as the economy. GovDeals' entire success is dependent on this service deliverable.

- A conference call will be scheduled within 1 week of award to review the key elements of the award and reiterate our commitment and strategy with the Business Development team led by Vice President and General Manager Steve Kranzusch.
- The Senior Director of Client Success will be included on this call, and he will then conduct a parallel conference call focusing on the working processes of onboarding new OMNIA clients.
- As there are no changes to the pricing or service offered by GovDeals, we expect no delay in actively selling the contract nationwide and in Canada.
- Of note, the next opportunity to meet face-to-face with the Business Development and Client Services teams is in October/November when both teams have annual meetings.

GovDeals will market this contract as follows:

- Promotion by the 30+ field-based sales and Client Account Managers
- Promotion at the 140+ national, regional and local trade shows and seminars we attend annually
- Encouraging cooperative contract utilization when responding to solicitations
- Promotion through our formal consulting representation by Government Sourcing Solutions (GSS)

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Within 2 weeks of contract signing (or as otherwise directed), GovDeals will contact each agency utilizing Region 4's current contract to facilitate transition to the new OMNIA cooperative contract. The first step of this process will be developing communication and informational material to deliver to Region 4's current cooperative agencies outlining the benefits and the simplicity of this transition. Soon after delivery of this contract marketing material, GovDeals' 17-member Business Development team will provide personal follow-up with these entities to answer any questions they may have.

The transition process will include thorough training at each agency's convenience, documentation, and strategy development as outlined in various sections of this proposal. Implementation and training for Region 4 and each of its cooperative agencies will be performed independently by their dedicated Client Account Managers and will be customized according to each entity's unique needs.

Although we hold several cooperative purchasing contracts, these agreements do not limit our promotion of other contracts. Our national and regional cooperatives include:

- Sourcewell
- NASPO ValuePoint
- BuyBoard (Texas Association of School Boards)
- TIPS USA
- NPPGov
- Kinetic GPO (Canada)
- Sourcewell Canada
- Chesterfield County, VA
- Knox County, TN
- Pinellas County, FL

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Yes, GovDeals consents to providing its logo to OMNIA Partners and will provide permission for reproduction of the logo for marketing and promotional purposes. GovDeals further agrees to only utilize OMNIA Partners' logo with permission.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. **Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- ii. **Best government pricing**
- iii. **No cost to participate**
- iv. **Non-exclusive contract**

Agreed.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**
- i. Key features of Master Agreement**
 - ii. Working knowledge of the solicitation process**
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
 - iv. Knowledge of benefits of the use of cooperative contracts**

Agreed, as this will be a very seamless transition for a state and local government-only focused team with years of experience leveraging cooperative procurement.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:**

i. Executive Support

Steve Kranzusch | Vice President and General Manager
skranzusch@govdeals.com | 334-462-3962

ii. Marketing

Molly Nations | Director of Digital Marketing
mnations@govdeals.com | 334-387-0475

iii. Sales

John Littler | Western U.S. Business Development Manager
jlittler@govdeals.com | 503-278-6254

iv. Sales Support

Christy Logan | Senior Manager Business Development Operations
clogan@govdeals.com | 334-462-0414

v. Financial Reporting

Christy Logan | Senior Manager Business Development Operations
clogan@govdeals.com | 334-462-0414

vi. Accounts Payable

Beth Davis | Senior Finance Manager
bdavis@govdeals.com | 800-613-0156 Ext. 4457

vii. Contracts

Alicia Andrews | Senior Proposal Writer
vendor@govdeals.com | 334-274-3846

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Referring to previous **Item 3.1 b.** (above), the heart of GovDeals' Business Development team is a field-based group of experienced regional reps responsible for local government entity business development in exclusive regions. Each is responsible for meeting budgeted goals with include new client adoption, sales and expense/travel budgeting. Regional reps leverage face-to-face, email and telephone sales communication, trade shows, local/regional sponsorships and other functional GovDeals teams such as marketing, sales support, and accounting to deliver the GovDeals service. Their most significant day-to-day company relationship is with their field-based Client Account Managers in support of our clients.

Understanding that any client that does not sell all of their surplus on GovDeals.com is a "prospect" for those items, the working relationship needed to drive utilization of what is typically an at-will service rests squarely with the Sales/Service teams in the field.

Overlaying the regional rep strategy is our go-to-market program for state government level and higher education clients and prospects. This space is the responsibility of our National Director – State Government and Higher Ed working exclusively with these entities. An Inside Business Development Associate, responsible for research, presentation development, outreach and other responsibilities to increase the Director's effectiveness, directly supports this national role.

All direct, field-based sales reps (and Client Account Managers) are compensated by salary and commission, have company-provided transportation and travel/expense budgets that allow for extensive strategic travel.

Philosophically, the company provides extensive support at the home office level with experienced and properly scaled Sales Support, Marketing, Accounting, Bidder Services, Conference Planning and Proposal Writing staffs to allow business development to be their priority.

The business development, sales support, conference planning and proposal writing teams report to Steve Kranzusch, Vice President and General Manager. He is the highest-level executive in charge of the sales team. Steve joined GovDeals in August 2004 when we had 342 clients and \$10MM annual sales.

Steve can be reached by email at skranzusch@govdeals.com or by phone at 334-462-3962.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

It is our impression the OMNIA and GovDeals teams are very well aligned in both size and scope. We would certainly defer to OMNIA's experience and timing relative to onboarding a new contract, but generally would offer the following points:

- Provide training to OMNIA teams about the GovDeals service and value proposition, to include talking points and strategies;
- Create awareness of team alignment and make introductions;
- Look for quick opportunities to connect in the field and make joint sales visits;
- Look for opportunities for OMNIA staff to attend an implementation/new client training;

- Share a well-documented and proven process/policy designed to facilitate support and communication in a joint/dual team sales approach;
- Work to develop trusting, professional and proactive relationships within the teams.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Based on several years' experience working with other cooperatives and external relationships, GovDeals has developed documented processes supported by internal system functionality to establish, support, track, manage and report all activities relative to contract success.

Accounts will be set up the same day pertinent information is received, and the onboarding begins immediately through documented processes led by an experienced Sales Support and Client Account team. There will be very little, if any, learning curve beyond getting to know counterparts across companies. We really enjoy what we do and have a servant's mentality. This should make for a remarkable partnership.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

In fiscal year 2018, GovDeals experienced Public Agency GMV (gross merchandise volume) exceeding \$290 million. Our top 10 public agency clients during FY2018 were:

Public Agency Client	FY18 GMV	Contact	Phone & Email
State of Washington	\$8.9 million	Mimi Limmeroth	360-407-1926 mimi.limmeroth@des.wa.gov
USPS	\$6.8 million	Shannon Howell	202-268-2226 shannon.g.howell@usps.gov
State of South Carolina	\$6.6 million	Randall Nine	803-896-6891 randall.nine@admin.sc.gov
State of Georgia	\$4.9 million	Steve Ekin	404-656-6871 steven.ekin@doas.ga.gov
Denver City and County, CO	\$2.9 million	Kris Deutmeyer	720-913-8247 Kristopher.deutmeyer@denvergov.org
Virginia Beach, VA	\$2.7 million	Sharon Ratcliff	757-385-8276 sratcliff@vbgov.com
Miami-Dade County, FL	\$2.5 million	Terrence Thompson	305-392-3752 terrt@miamidade.gov
State of Missouri	\$2.4 million	Lee Ann Braun	573-751-3415 leeann.braun@oa.mo.gov
City of Jacksonville, FL	\$2.3 million	Rodney T. Booker	904-387-8849 rbooker@coj.net
State of Tennessee	\$2.2 million	Billy Farmer	615-532-9077 property.utilization@tn.gov

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including

description of multiple platforms that may be used for any of these functions.

GovDeals averages 9,000 active auctions on our website each day. GovDeals is designed to be utilized on an as-needed basis to facilitate the efficient and fast turnover of surplus assets large and small, preventing a backlog of items from sitting in storage or – literally and figuratively – getting in the way of your staff's productivity. The GovDeals system is built to routinely host thousands upon thousands of auction listings at any given time, as well as to accept and record financial transactions 24 hours per day.

Multiple security procedures are in place to provide data security and website reliability for GovDeals' clients. All traffic is encrypted via verified certificate authority (CA) certificate providing HTTP/S tunnels and guarding all customer data in transmission. In addition, all passwords and sensitive data are stored in a well-guarded facility that is staffed 24 hours a day, 7 days a week, providing access to the datacenter only with prior approval, biometric PIN and government-issued identification.

GovDeals employs many systems to ensure that its operations are secure from hacking or other disruption. These security systems include:

- LANDesk integrated with Kaspersky Anti-Virus, providing system patching and antivirus protection
- AlertLogic Log Manager and Threat Manager, providing daily analysis of infrastructure data and intrusion-detection systems backed up by a 24/7 Security Operations Center for constant monitoring
- Nessus and Qualys, providing internal weekly and monthly scans

The GovDeals system and website exist in a fully redundant environment. The site is load-balanced across multiple servers and is a true four-tier architecture. The infrastructure is hosted on the Microsoft Azure cloud platform, ensuring all data is replicated 3 times and there are no single points of failure in the underlying infrastructure. Application and infrastructure testing are done prior to releases in development, test, and stage environments to ensure the stability of the site and the infrastructure.

GovDeals utilizes multiple internal and external notification systems to ensure that the appropriate people are notified if there are any warnings, critical issues, or other matters that need immediate attention 24 hours a day, 7 days a week, and 365 days a year.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ 0 .00 in year one

\$ 0 .00 in year two

\$ 0 .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Agreed. GovDeals does not commit to any guaranteed contract sales amount.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.**
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).**
 - iii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.**
 - iv. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).**
 - v. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**

Agreed.

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for auctioneer services and related products. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

OMNIA PARTNERS COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 10% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

2.0 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SUL Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SUL Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SUL Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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, contractors 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 the Federal awarding agency. 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 CFR Part 3, "Contractors 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 to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SCU _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SCU _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SCU _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SUL _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SUL _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SUL _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SUL _____ Initials of Authorized Representative of offeror

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR - 2 C.F.R. §200.322

Participating Agency and its contractors 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 CFR 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 during 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..

Does Vendor agree? YES SM Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: GovDeals, Inc.

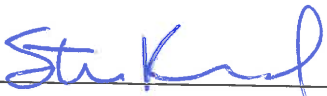
Address, City, State, and Zip Code: 100 Capitol Commerce Blvd., Ste. 110, Montgomery, AL 36117

Phone Number: 334-274-3846

Fax Number: 334-387-0519

Printed Name and Title of Authorized Representative Steve Kranzusch, Vice President and General Manager

Email Address: vendor@govdeals.com

Signature of Authorized Representative: 

Date: 6/14/19

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: GovDeals, Inc.

Street: 100 Capitol Commerce Blvd., Ste. 110

City, State, Zip Code: Montgomery, AL 36117

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

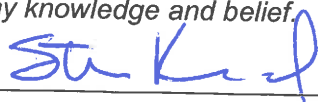
I Steve Kranzusch, an authorized representative of GovDeals, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Liquidity Services, Inc. (LSI)	6931 Arlington Rd., Ste. 200, Bethesda, MD 20814	100%
William P. Angrick III	6931 Arlington Rd., Ste. 200, Bethesda, MD 20814	16.6% of LSI
BlackRock, Inc.	55 East 52nd St., New York, NY 10055	11.6% of LSI

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/14/19
Date



Vice President and General Manager
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: GovDeals, Inc.

Street: 100 Capitol Commerce Blvd., Ste. 110

City, State, Zip Code: Montgomery, AL 36117

State of Alabama

County of Montgomery

I, Steve Kranzusch of the City of Montgomery
Name City

in the County of Montgomery, State of Alabama
of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President and General Manager of the firm of GovDeals, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

GovDeals, Inc.
Company Name

Steve Kranzusch Vice President & General Manager
Authorized Signature & Title

Subscribed and sworn before me

this 14th day of June, 20 19

Alicia Andrews
Notary Public of State of Alabama
My commission expires April 10, 20 22



OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: GovDeals, Inc.

Street: 100 Capitol Commerce Blvd., Ste. 110

City, State, Zip Code: Montgomery, AL 36117

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

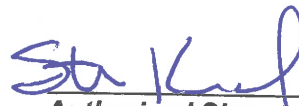
Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/14/19

Date



Vice President and General Manager

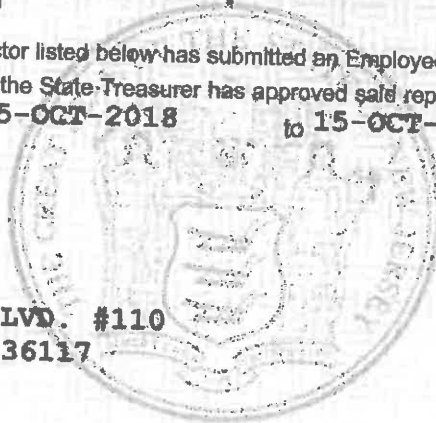
Authorized Signature and Title

Certification 39218

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2018** to **15-OCT-2021**

GOV DEALS, INC.
100 CAPITOL COMMERCE BLVD. #110
MONTGOMERY AL 36117



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	GovDeals, Inc.		
Address:	100 Capitol Commerce Blvd., Ste. 110		
City:	Montgomery	State:	AL Zip: 36117

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

Steve Kranzusch
Printed Name

Vice President and General Manager
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

☐ Check here if the information is continued on subsequent page(s)

Doc #4,
continued

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY
TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED,
CUSTOMIZABLE FORM.**

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

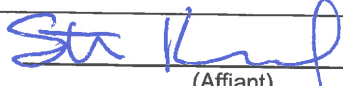
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

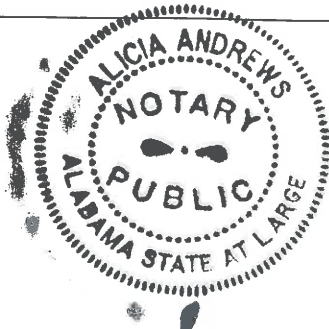
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Liquidity Services, Inc. Home Address: 6931 Arlington Rd. Bethesda, MD 20814	Name: William P. Angrick III Home Address: 6931 Arlington Rd. Bethesda, MD 20814
Name: BlackRock, Inc. Home Address: 55 East 52nd St. New York, NY 10055	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this <u>14th</u> day of <u>June</u> , 20 <u>19</u> (Notary Public) <i>Alicia Andrews</i> My Commission expires: April 10, 2022	 (Affiant) Steve Krantzusch, Vice President & General Mgr. (Print name & title of affiant) (Corporate Seal)
--	--



STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 19-06

Bidder/Offeror: GovDeals, Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Steve Kranzusch

Signature: 

Title: Vice President and General Manager

Date: 6/14/19



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GOVDEALS INC
Trade Name:	
Address:	5907 CARMICHAEL PLACE MONTGOMERY, AL 36117-2346
Certificate Number:	1274267
Effective Date:	October 23, 2006
Date of Issuance:	May 03, 2019

For Office Use Only:

20190503155315414

Exhibit A

Dun & Bradstreet Report

Our company's most recent Dun & Bradstreet Report is attached.

GOVDEALS, INC. DUNS: 16-787-4309

Dashboard

Company Info

Address: 100 Capitol Commerce Blvd Ste 110 Montgomery, AL 36117	Phone: (800) 613-0156	DBA's: (SUBSIDIARY OF LIQUIDITY SERVICES, INC., BETHESDA, MD)
Mailing Address:	Fax:	URL: www.liquidation.com
Location Type: Single location subsidiary		

Scores

PAYDEX®	Delinquency Predictor		Financial Stress		Credit Limit Rec.	DandB Rating
Score 80 ▲	Score 575 ▲	Class 2	Score 1547 ▲	Class 2	Recommendation \$50K	Rating 1R2

Payments Summary

Current PAYDEX®:	80	Equal to generally within terms
Industry Median:	79	Equal to 2 DAYS BEYOND terms
Payment Trend:	↔	Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ):	30
Payments Within Terms (not dollar weighted):	100%
Average Highest Credit:	2,031
Largest High Credit:	7,500
Highest Now Owing:	5,000
Highest Past Due:	250

Scores

PAYDEX®

80 ▲

ON TERMS

3 Month PAYDEX®

80



Understanding My Score

Payment History

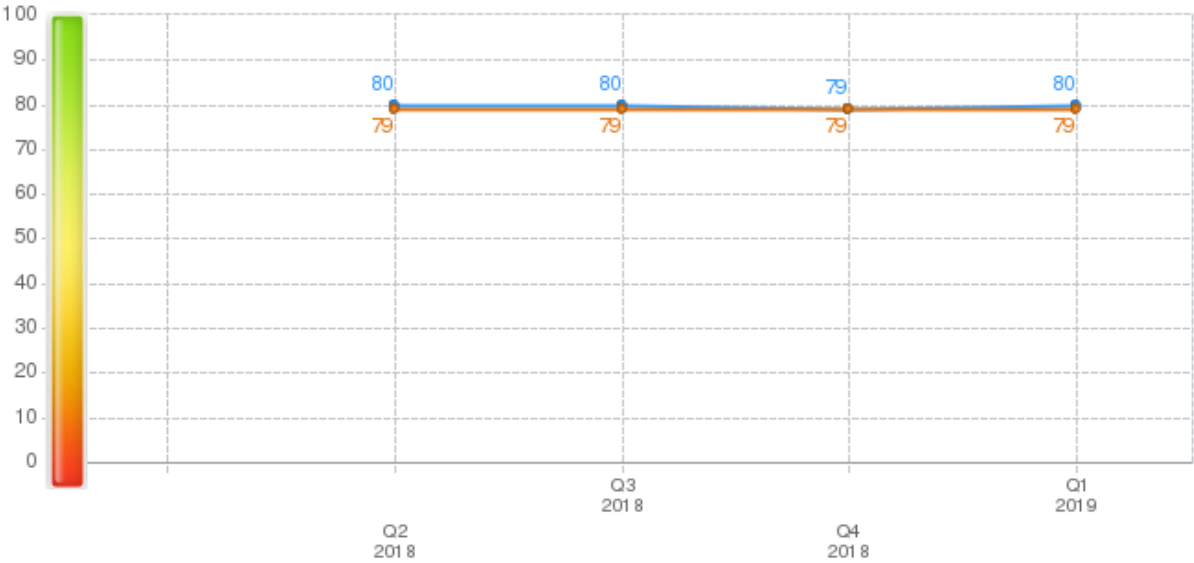
Total (Last 12 Months): 30

Date ▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
05/2019	Ppt	\$7,500	\$5,000	\$0		1 mo
05/2019	Ppt	\$2,500	\$2,500	\$250		1 mo
05/2019	Ppt	\$1,000	\$1,000	\$0		1 mo
05/2019	Ppt	\$1,000	\$0	\$0		1 mo
05/2019	Ppt	\$1,000	\$1,000	\$0		1 mo

Key

PAYDEX®	Payment Practices	PAYDEX®	Payment Practices
100	Anticipate	40	60 Days Beyond Terms
90	Discount	30	90 Days Beyond Terms
80	Prompt	20	120 Days Beyond Terms
70	15 Days Beyond	1-19	Over 120 Days Beyond Terms
60	22 Days Beyond Terms	UN	Unavailable
50	30 Days Beyond Terms		

Trending & Industry Comparison



- This Company (80)
- Industry Median: (79)

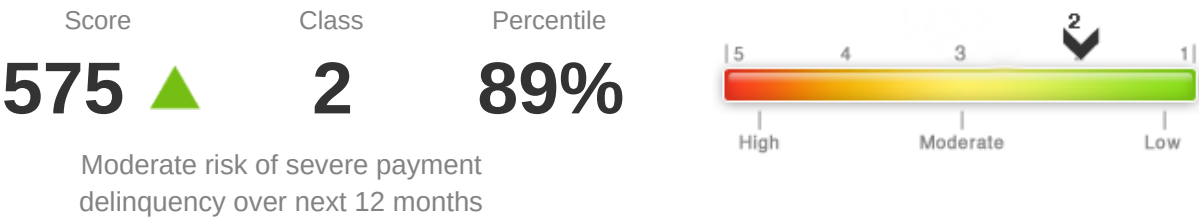
	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019
This Company	80	80	80	80	80	80	79	79	79	79	80	80
Industry Quartiles												
Upper	80	--	--	80	--	--	80	--	--	80	--	--
Medium	79	--	--	79	--	--	79	--	--	79	--	--
Lower	71	--	--	72	--	--	71	--	--	71	--	--

Based on payments collected over the last 4 quarters.

- Current PAYDEX® for this business is 80 , or equal to ON TERMS
- The 12-month high is 80 , or equal to ON TERMS terms.

- The 12-month low is 79 , or equal to 2 days beyond terms.
- The present industry median score is 79 , or equal to 2 days beyond terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Delinquency Predictor Score



Understanding My Score

Incidence of Delinquent Payment:

- Among Companies with this Classification:2.50%
- Average compared to business in D&Bs database:10.20%
- # of Trade experiences exist for this company:30

Factors Affecting Your Score:

Higher risk industry based on delinquency rates for this industry

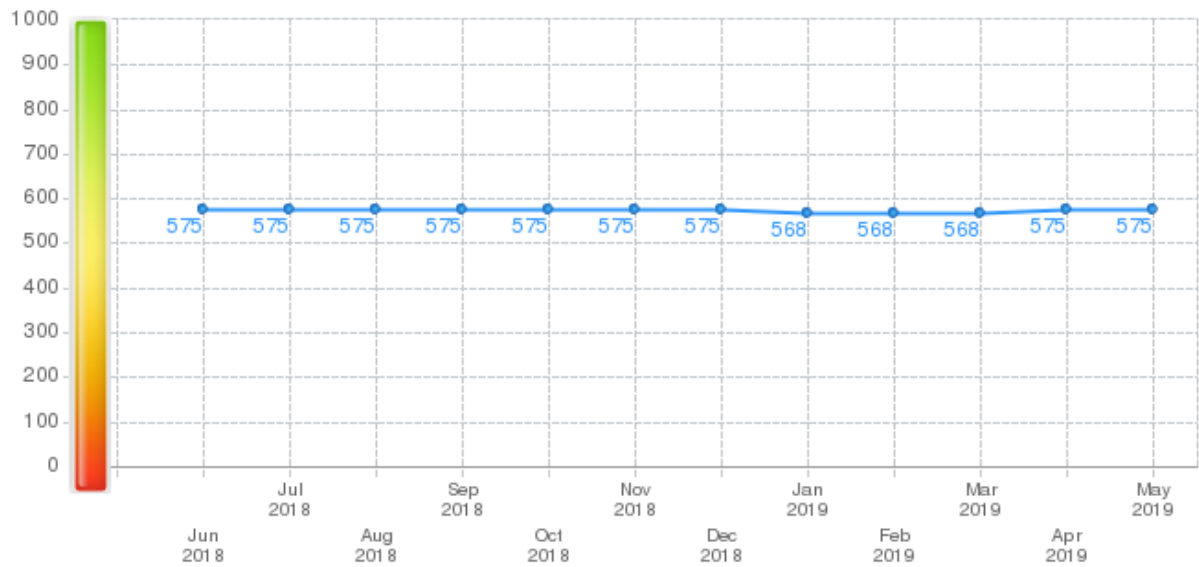
Notes:

- The Delinquency Predictor Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The probability of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average probability of delinquency is based on businesses in D&B’s database and is provided for comparative purposes.
- The Delinquency Predictor Score percentile reflects the relative ranking of a firm among all scorable companies in D&B’s file.
- The Delinquency Predictor Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Key

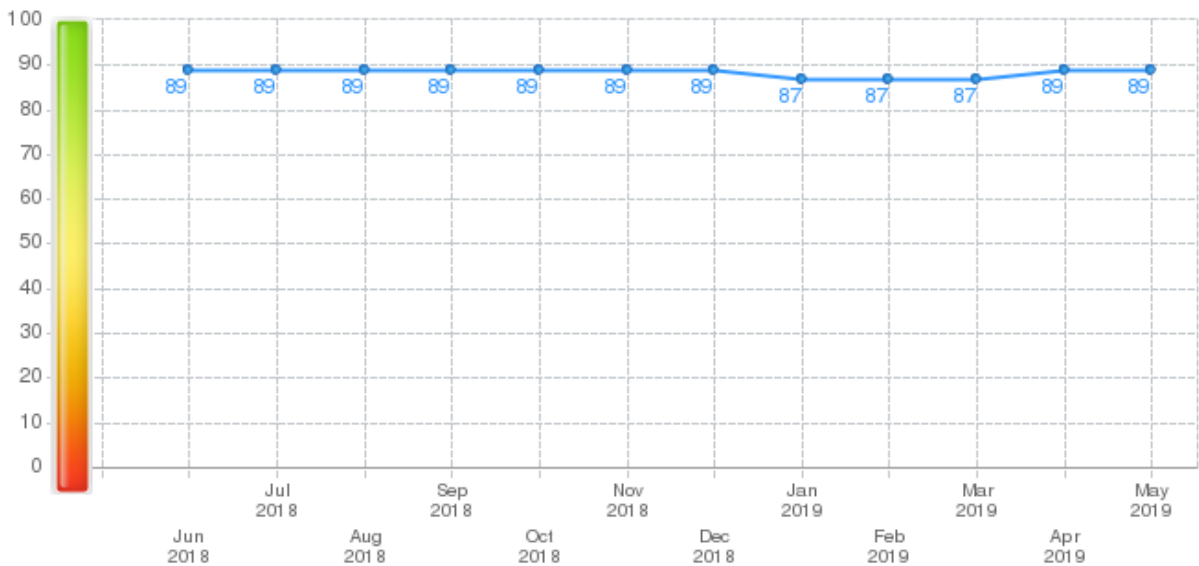
Score	Class	Percentile	Incidence of Delinquency
482 - 670	1	91 - 100	6.0%
451 - 481	2	71-90	10.6%
404-450	3	31-70	18.4%
351-403	4	11-30	31.5%
1-350	5	1-10	70.0%

Trends - Scores, 12 Month



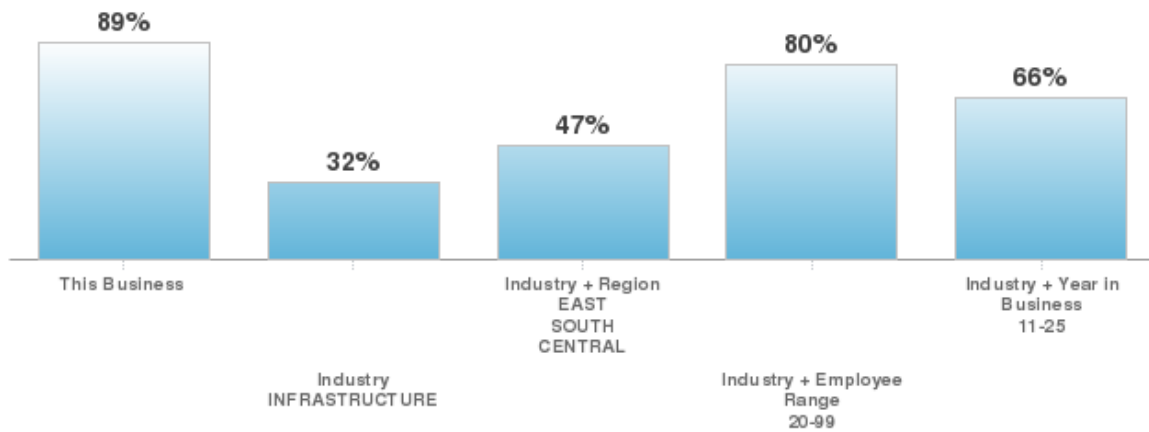
• My Company (575)

Trends - Percentile, 12 Month



• My Company (89%)

Industry Comparison



This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Financial Stress Score

Score **1547** ▲ Class **2** Nat'l % **88%**

Moderate risk of severe financial stress, such as a bankruptcy, over the next 12 months



Understanding My Score

Incidence of Financial Stress:

Among Companies with this Classification: **0.09%**

Average compared to business in D&Bs database: **0.48%**

of Trade experiences exist for this company: **30**

Factors Affecting This Company's Score:

Low proportion of satisfactory payment experiences to total payment experiences.

Business does not own facilities.

Higher risk legal structure.

- The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

Notes:

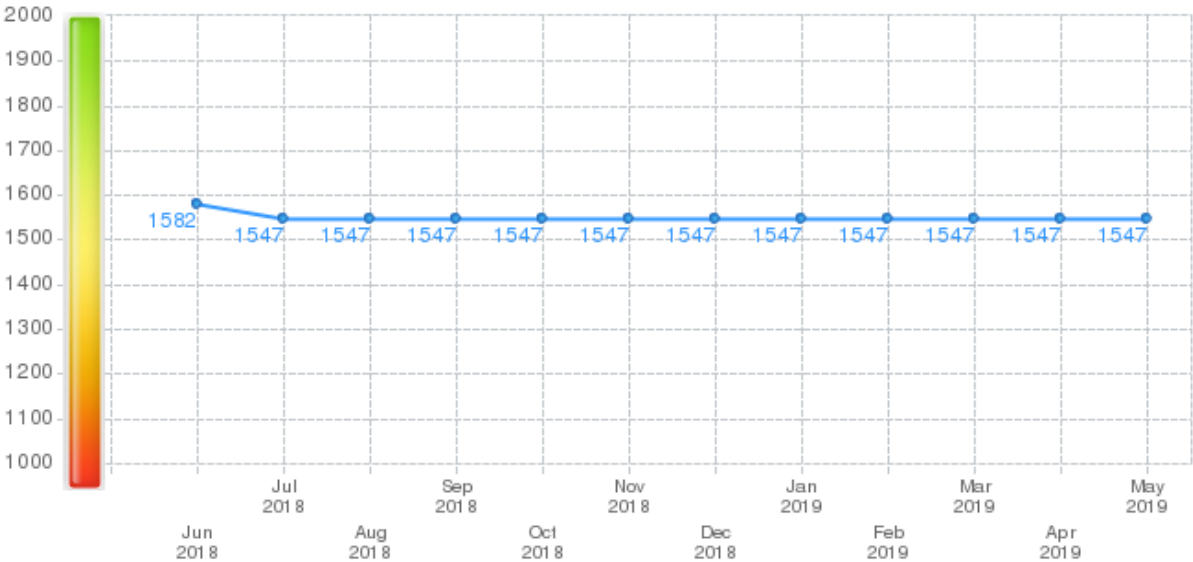
- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.

- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Key

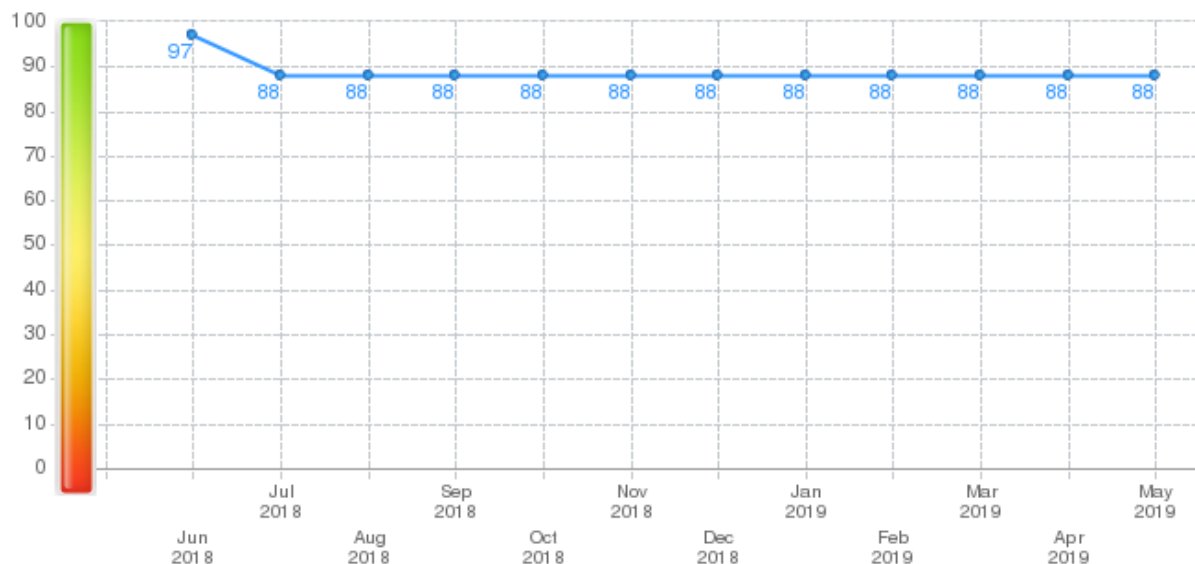
Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	0.03%
1510-1569	2	69-94	0.09%
1450-1509	3	34-68	0.24%
1340-1449	4	2-33	0.84%
1001-1339	5	1	4.70%

Trends - Scores, 12 Month



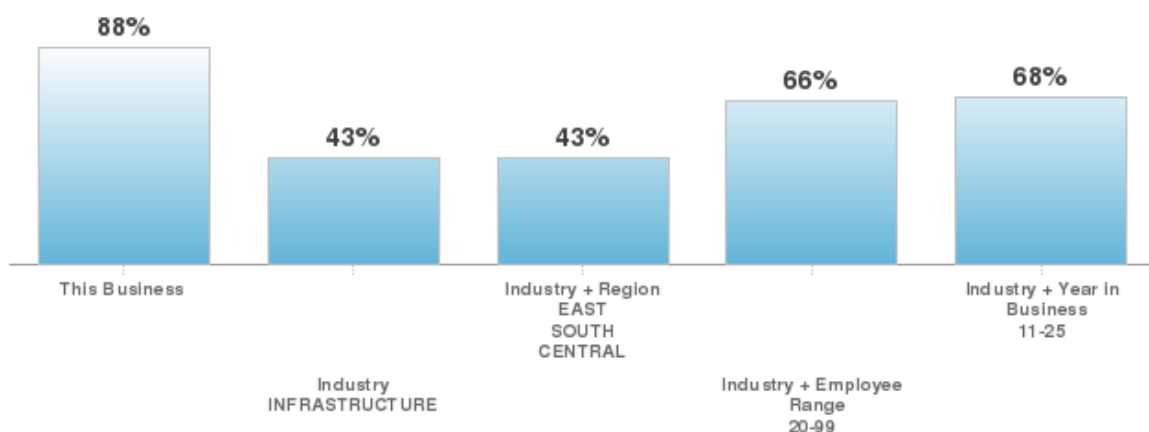
• My Company (1,547)

Trends - Percentile, 12 Month



- My Company (88%)

Industry - Comparison



This Business has a Financial Stress Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Credit Limit Recommendation

Risk Category
1

Conservative Credit Limit
\$50k

Aggressive Credit Limit
\$100k

Low



Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

D&B Rating

Rating
1R2

Number of employees: **1R indicates 10 or more employees**
Composite Credit Appraisal: **2 is good**

D&B Rating	Date Applied
1R2	2018-02-26
1R3	2009-12-07

Understanding My Score

Factors Affecting Your Score

of Employees Total: **60**

Payment Activity (based on 30 experiences):

Average High Credit: **\$2,031**

Highest Credit: **\$7,500**

Total Highest Credit: **\$21,750**

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

Payments

Timeliness of Historical Payments

Current PAYDEX®: 80 Equal to ON TERMS
Industry Median: 79 Equal to 2 DAYS BEYOND terms
Payment Trend:  Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 30
Total payment Experiences during the last 3 months: 13
Payments Within Terms (not dollar weighted): 100
Total Placed For Collection: NA
Average Highest Credit: 2,031
Largest High Credit: 7,500
Highest Now Owing: 5,000
Highest Past Due: 250

Payment Summary

Total (Last 12 Months): 30

	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	Days Slow			
					31	30-80	81-90	90
Top Industries								
Telephone communictns	2	\$1,250	\$1,000	100%	0	0	0	0
Ret misc merchandise	1	\$7,500	\$7,500	100%	0	0	0	0
Employment agency	1	\$2,500	\$2,500	100%	0	0	0	0
Air courier service	1	\$2,500	\$2,500	100%	0	0	0	0
Whol service paper	1	\$1,000	\$1,000	100%	0	0	0	0
Misc business service	1	\$1,000	\$1,000	100%	0	0	0	0
Help supply service	1	\$500	\$500	100%	0	0	0	0
Other Categories								
Cash experiences	20	\$2,950	\$1,000	--	--	--	--	--
Unknown	2	\$2,550	\$2,500	--	--	--	--	--
Unfavorable comments	0	\$0	\$0	--	--	--	--	--
Placed for collections with D&B:	0	\$0	\$0	--	--	--	--	--
Other	0	N/A	\$0	--	--	--	--	--
Total in D&B's file	30	\$21,750	\$7,500	--	--	--	--	--

Payments Beyond Terms

You have no payments beyond terms in the last 12 months.

All Payments

Total (Last 12 Months):

30

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
05/2019	Ppt	\$7,500	\$5,000	\$0	--	1 mo
05/2019	Ppt	\$2,500	\$2,500	\$250	--	1 mo
05/2019	Ppt	\$1,000	\$1,000	\$0	--	1 mo
05/2019	Ppt	\$1,000	\$0	\$0	--	1 mo
05/2019	Ppt	\$1,000	\$1,000	\$0	--	1 mo
05/2019	Ppt	\$250	\$250	\$0	--	1 mo
05/2019	(007)	\$2,500	\$2,500	\$0	--	1 mo
05/2019	(008)	\$50	--	--	Cash account	2-3 mos
05/2019	(009)	\$50	--	--	Cash account	1 mo
04/2019	Ppt	\$2,500	\$500	\$0	N30	1 mo
04/2019	(011)	\$100	--	--	Cash account	1 mo
04/2019	(012)	\$50	--	--	Cash account	1 mo
04/2019	(013)	\$50	--	--	Cash account	1 mo
03/2019	(014)	\$100	--	--	Cash account	1 mo
12/2018	(015)	\$50	--	--	Cash account	1 mo
11/2018	(016)	\$100	--	--	Cash account	1 mo
11/2018	(017)	\$50	--	--	Cash account	6-12 mos
10/2018	(018)	\$250	--	--	Cash account	6-12 mos
10/2018	(019)	\$250	--	--	Cash account	1 mo
10/2018	(020)	\$50	--	--	--	1 mo
10/2018	(021)	\$50	--	--	Cash account	6-12 mos
09/2018	(022)	\$100	--	--	Cash account	6-12 mos
07/2018	(023)	\$1,000	--	--	Cash account	1 mo
07/2018	(024)	\$250	--	--	Cash account	1 mo
06/2018	(025)	\$50	--	--	Cash account	1 mo
05/2018	(026)	\$50	--	--	Cash account	1 mo
03/2018	(027)	\$50	--	--	Cash account	1 mo
10/2017	(028)	\$50	--	--	Cash account	1 mo
09/2017	(029)	\$250	--	--	Cash account	2-3 mos
06/2017	Ppt	\$500	\$0	\$0	--	6-12 mos

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview			
Company Name:	GOVDEALS, INC.	URL:	www.liquidation.com
Doing Business As:	(SUBSIDIARY OF	Stock Symbol:	NA

	LIQUIDITY SERVICES, INC., BETHESDA, MD)	History:	NA
		Operations:	NA
		Present Management Control:	11 Years
Street Address:	100 Capitol Commerce Blvd Ste 110 Montgomery, AL 36117	Annual Sales:	NA
		Year Started:	1999
		Manager:	NA
		Gross Revenue:	NA
		Financial Condition:	NA
Mail Address:	NA		
Phone:	(800) 613-0156		
Line of Business:	Telephone communications		

History

The following information was reported: **02/26/2018**

Officer(s):
ROBERT L DE BARDELABEN, PRES

DIRECTOR(S):
THE OFFICER(S)
The Delaware Secretary of State's business registrations file showed that Govdeals, Inc. was registered as a Corporation on December 20, 1999.
Business started 1999. Present control succeeded Jan 2008. 100% of capital stock is owned by parent company.

RECENT EVENT:
On January 22, 2008, James E Williams, Vice President-legal counsel for Liquidity Services, Inc., Washington, DC confirmed that effective January 1, 2008, the company has acquired Information Management Specialists, Inc, Montgomery, AL and its subsidiary, GovDeals Inc. Information Management Specialists, Inc will continue to operate as a subsidiary of Liquidity Services, Inc. GovDeals Inc will continue to operate as a subsidiary of Information Management Specialists, Inc. The employees of both companies have been retained.
ROBERT L DE BARDELABEN. 1999-present active here.
Business address has changed from 5913 Carmichael Place, Montgomery, AL, 36117 to 5907 Carmichael Pl, Montgomery, AL, 36117.

Business address has changed from 5907 Carmichael Pl, Montgomery, AL, 36117 to 100 Capitol Commerce Blvd Ste 110, Montgomery, AL, 36117.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF **JULY 06 2013**

Registered Name: GOVDEALS, INC.
Business Type: CORPORATION
Corporation Type: NOT AVAILABLE
Date Incorporated: Dec 20 1999
State of Incorporation: DELAWARE
Filing Date: Dec 20 1999
Registration ID: 3146265
Status: STATUS NOT AVAILABLE
Where Filed: SECRETARY OF STATE/CORPORATIONS DIVISION, DOVER, DE
Registered Agent: THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE, 198010000

Operations

02/26/2018

Description:
Subsidiary of LIQUIDITY SERVICES, INC., BETHESDA, MD.

As noted, this company is a subsidiary of Information Management Specialists, Inc, Duns #93-335-1611, and reference is made to that report for background information on the parent company and its management.

Operates as a provider of telephone communications, specializing in Internet connectivity services (100%).

Terms are undetermined. Sells to undetermined.

Employees: 60 which includes officer(s).

Facilities: Occupies premises in a building.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

4813 0201 Internet connectivity services

NAICS:

517311 Wired Telecommunications Carriers

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	0	-

Evidence of bankruptcy, fraud, or criminal proceedings in the history of business or its management:

No

Noteworthy special events in the company's file:

02/26/2018:

Business address has changed from 5907 Carmichael Pl, Montgomery, AL, 36117 to 100 Capitol Commerce Blvd Ste 110, Montgomery, AL, 36117.

Value of Open suits, liens and judgments for the company:

Suits	0
Liens	0
Judgments	NA

The following Public Filing data is for information purposes only and is not the official record.

Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section.

Liens

We currently don't have enough data to display this section.

Suits

We currently don't have enough data to display this section.

UCC Filings

We currently don't have enough data to display this section

Government Activity

Summary

Borrower (Dir/Guar): NO

Administrative Debt: NO

Contractor: NO

Grantee: NO

**Party excluded
from federal program(s):** NO

Possible Candidate:

Labor Surplus Area: N/A

Small Business: N/A

8(A) Firm: N/A

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Financials

Key Business Ratios from D&B

We currently do not have enough information to generate the graphs for the selected Key Business Ratio.

- [This Company](#)

Key Financial Comparisons

	(\$)	(\$)	(\$)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Defferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA



We currently do not have any recent financial statements on file for your business. Submitting financial statements can help improve your D&B scores. To submit a financial statement, please call customer service at 800-333-0505.

Key Business Ratios

	This Company	Industry Median	Industry Quartile
Solvency			
Quick Ratio	NA	NA	NA
Current Ratio	NA	NA	NA
Current Liabilities to Net Worth	NA	NA	NA
Current Liabilities to Inventory	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets to Net Worth	NA	NA	NA
Efficiency			
Collection Period	NA	NA	NA
Inventory Turn Over	NA	NA	NA
Sales to NWC	NA	NA	NA
Acct Pay to Sales	NA	NA	NA
Profitability			
Return on Sales	NA	NA	NA
Return on Assets	NA	NA	NA
Return on NetWorth	NA	NA	NA

Corporate Linkage

Parent		
Company Name	DUNS #	City, State
LIQUIDITY SERVICES, INC.	93-335-1611	BETHESDA, MARYLAND
Headquarters (US)		
Company Name	DUNS #	City, State
LIQUIDITY SERVICES, INC.	93-335-1611	BETHESDA, MARYLAND
MACHINIO CORP.	06-947-5491	CHICAGO, ILLINOIS
GOVERNMENT LIQUIDATION, LLC	02-650-0814	SCOTTSDALE, ARIZONA
US Linkages		

Company Name	DUNS #	City, State
Subsidiaries		
GOVERNMENT LIQUIDATION	00-608-5174	LAKEWAY, TEXAS
ASSET RECOVERY DIVISION LLC	07-934-8409	WASHINGTON, DISTRICT OF COLUMBIA
NETWORK INTERNATIONAL, INC.	11-086-3003	HOUSTON, TEXAS
DOD SURPLUS, LLC	60-321-3633	SCOTTSDALE, ARIZONA
DOVEBID VALUATION SERVICES INC	13-611-8200	IRVING, TEXAS
GOVDEALS, INC.	16-787-4309	MONTGOMERY, ALABAMA
Branches		
GOVERNMENT LIQUIDATION, LLC	11-114-4726	MEMPHIS, TENNESSEE
LIQUIDITY SERVICES, INC.	06-421-1250	GROVEPORT, OHIO
LIQUIDITY SERVICES, INC.	83-630-0108	ATLANTA, GEORGIA
LIQUIDITY SERVICES, INC.	78-885-4169	ANAHEIM, CALIFORNIA
LIQUIDITY SERVICES, INC.	04-341-0673	OWINGS MILLS, MARYLAND
LIQUIDITY SERVICES, INC.	19-838-6927	GARLAND, TEXAS
LIQUIDITY SERVICES, INC.	05-891-2230	NORTH WILKESBORO, NORTH CAROLINA
LIQUIDITY SERVICES, INC.	78-730-4349	PLAINFIELD, INDIANA
GOVERNMENT LIQUIDATION, LLC	12-148-3759	LEESVILLE, LOUISIANA
LIQUIDITY SERVICES, INC.	06-547-5420	LOCKBOURNE, OHIO
LIQUIDITY SERVICES, INC.	02-187-0216	NORTH LAS VEGAS, NEVADA
LIQUIDITY SERVICES, INC.	08-006-4479	GARLAND, TEXAS
GOVERNMENT LIQUIDATION, LLC	02-751-5340	FRENCH CAMP, CALIFORNIA
GOVERNMENT LIQUIDATION, LLC	12-360-7397	HUNTSVILLE, ALABAMA
GOVERNMENT LIQUIDATION, LLC	12-750-8559	FORT CAMPBELL, KENTUCKY
LIQUIDITY SERVICES, INC.	19-784-8877	HOOKS, TEXAS
LIQUIDITY SERVICES, INC.	06-744-8129	NEW CASTLE, DELAWARE
LIQUIDITY SERVICES, INC.	11-129-0859	SACRAMENTO, CALIFORNIA

International Linkages

Company Name	DUNS #	Country	City, State / Province
Headquarters			
GOINDUSTRY-DOVEBID LIMITED	34-573-7444	ENGLAND	LONDON, LONDON
GOINDUSTRY-DOVEBID (H.K.) LIMITED	66-215-7031	HONG KONG	CAUSEWAY BAY, HONG KONG
LIQUIDITY SERVICES LIMITED	73-581-4811	ENGLAND	CHIPPENHAM, WILTSHIRE
LIQUIDITY SERVICES UK LTD	22-090-6759	ENGLAND	LONDON, LONDON
Subsidiaries			
GOINDUSTRY DOVEBID SL.	46-422-9077	SPAIN	MADRID, MADRID
LIQUIDITY SERVICES GLOBAL SOLUTIONS PTY LTD	75-451-4508	AUSTRALIA	ESSENDON FIELDS, VICTORIA
GOINDUSTRY DOVEBID	67-204-1435	THAILAND	BANGKOK, BANGKOK
MACHINIO GMBH	31-426-1997	GERMANY	HAMBURG, HAMBURG
GOINDUSTRY DOVEBID MEXICO S.A. DE C.V.	81-319-9130	MEXICO	QUERETARO, QUERETARO
Branches			
GOINDUSTRY-DOVEBID LIMITED	36-513-1619	ENGLAND	BIRMINGHAM, WEST MIDLANDS
GOINDUSTRY-DOVEBID LIMITED	36-513-1676	ENGLAND	BRISTOL, AVON
GOINDUSTRY-DOVEBID LIMITED	36-513-1734	ENGLAND	LEEDS, WEST YORKSHIRE
LIQUIDITY SERVICES LIMITED	21-685-6810	ENGLAND	BIRMINGHAM, WEST MIDLANDS
LIQUIDITY SERVICES UK LTD	34-637-0936	NORWAY	,



Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

GovDeals, Inc. / Liquidity Services Operations, LLC (vendor company name) hereby provides notice of the following material change to contract number: R190601 on this date 3/4/2021.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- | | |
|---|---|
| ☐ Assignment | ☐ Change in ownership (<i>sale/purchase</i>) |
| ☐ Indicate if you are assigning to your own subsidiary | ☐ Asset Purchase Agreement |
| ☐ Assumption Agreement | ☐ Other supporting documentation |
| ☐ Other supporting documentation | |
| ☐ Bankruptcy | ☐ Acquisition |
| ☐ Official legal Notice of Bankruptcy Proceedings | ☐ Asset Purchase Agreement |
| ☐ Other supporting documentation | ☐ Other supporting documentation |
| ☒ Merger | ☐ Other |
| ☐ Share Exchange Agreement | ☐ Supporting documentation |
| ☒ Merger and Acquisition Agreement | |
| ☐ Asset Purchase Agreement | |
| ☐ Other supporting documentation | |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

GovDeals, Inc., was involved in an internal merger in 2020, resulting in our company name changing to Liquidity Services Operations, LLC. All of GovDeals' Clients' auctions will continue to be conducted at www.govdeals.com, and all business functions remain the same.

Liquidity Services Operations, LLC is a wholly owned subsidiary of Liquidity Services, Inc., as was GovDeals, Inc. before its dissolution.

Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.



In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor
GovDeals, Inc.

Official name of assigned or added company
Liquidity Services Operations, LLC

BY: Sta K. J.

BY: Sta K. J.

NAME: Steve Kranzusch

NAME: Steve Kranzusch

TITLE: Vice President and General Manager

TITLE: Vice President and General Manager

Region 4 Education Service Center

BY: Robert Zingelmann
0B1D33BB0130490...

NAME: Robert Zingelmann

TITLE: CFO

DATE: 3/11/2021 | 8:18 AM PST

AGREEMENT AND PLAN OF MERGER
of
GOVDEALS, INC.
(a Delaware corporation),
and
LIQUIDITY SERVICES OPERATIONS LLC
(a Delaware limited liability company)

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement and Plan"), dated this 26th day of November, 2019, and effective as of December 31, 2019 at 11:59 p.m. Eastern Standard Time, is by and between **GOVDEALS, INC.**, a Delaware corporation ("GovDeals"), and **LIQUIDITY SERVICES OPERATIONS LLC**, a Delaware limited liability company ("Liquidity Services" and as the survivor of the Merger (as defined below) provided for herein called the "Surviving Company"). The parties hereinafter are sometimes collectively called "Constituent Entities."

WHEREAS, GovDeals is a corporation, duly incorporated and existing under the laws of the State of Delaware; and

WHEREAS, Liquidity Services is a limited liability company, duly formed and existing under the laws of the State of Delaware; and

WHEREAS, the sole member (the "Member") of Liquidity Services and the sole stockholder (the "Stockholder") of GovDeals, by resolutions duly adopted, have each approved this Agreement and Plan and declare it to be advisable and in the Constituent Entities' best interest that GovDeals merge with and into Liquidity Services in the manner and upon the terms and conditions set forth herein (the "Merger") pursuant to the applicable provisions of the Delaware General Corporation Law (the "DGCL") and the Delaware Limited Liability Company Act (the "Act").

NOW, THEREFORE, for the purpose of effecting such Merger and prescribing the terms and conditions thereof, and in consideration of the mutual covenants and agreements contained herein, the Constituent Entities, intending to be legally bound, hereby covenant and agree as follows:

1. Merger. Upon compliance with the applicable provisions of the Act, at the Effective Time (as defined herein), GovDeals shall be merged with and into Liquidity Services and, thereupon, the separate existence of GovDeals shall cease and Liquidity Services shall continue to exist as the Surviving Company.

2. Certificate of Formation and Operating Agreement. The terms and conditions of the Merger are as follows:

(a) At the Effective Time, the Certificate of Formation of Liquidity Services, as in effect immediately prior to the Effective Time, shall be and remain the Certificate of Formation of the Surviving Company until thereafter amended and changed in the manner prescribed by the provisions of the Act.

(b) At the Effective Time, the Operating Agreement of Liquidity Services, as in effect immediately prior to the Effective Time, shall be and remain the Operating Agreement of the Surviving Company until thereafter amended and changed as therein provided, and in the manner prescribed by the provisions of the Act.

3. Officers and Managers.

(a) At the Effective Time, the officers of Liquidity Services immediately prior to the Effective Time shall be the officers of the Surviving Company, in each case until their respective successors are duly elected or appointed and qualified.

(b) At the Effective Time, the Member of Liquidity Services immediately prior to the Effective Time shall be the Member of the Surviving Company, in each case until its respective successors are duly elected or appointed and qualified.

4. Equity of Constituent Entities.

(a) At the Effective Time, the shares of stock of GovDeals issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist without consideration upon the Merger and no new membership interests or other securities of the Surviving Company shall be issued with respect thereto.

(b) At the Effective Time, the membership interests of Liquidity Services issued and outstanding shall not be converted or exchanged in any manner by the Merger and shall continue to represent the membership interests of the Surviving Company.

5. Amendment of Plan. This Agreement and Plan may be amended by the mutual written agreement of the board of directors of GovDeals and the sole member of Liquidity Services at any time prior to the Effective Time.

6. Abandonment of Plan. This Agreement and Plan may be abandoned by the mutual written agreement of the board of directors of GovDeals and the Member of Liquidity Services at any time prior to the Effective Time.

7. Effective Time. The Effective Time of the Merger herein provided for shall be December 31, 2019 at 11:59 p.m. Eastern Standard Time (the "Effective Time").

8. State Filings. The proper officers of each of the Constituent Entities shall make and execute whatever certificates and documents that are required by the State of Delaware to effect the Merger, and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or without the State of Delaware, which may be necessary and proper to effect such Merger.

9. Effect of Merger. At the Effective Time:

(a) The separate existence of GovDeals shall cease and Liquidity Services shall continue to exist as the Surviving Company.

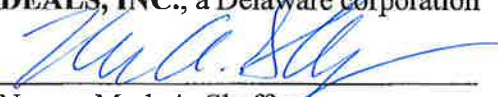
(b) The Surviving Company shall succeed to and possess all of the property (real, personal and mixed), rights, privileges, immunities, powers, purposes and franchises, and shall be subject to all of the obligations, restrictions and liabilities of each of the Constituent Entities, all without further act or deed, and all as more fully set forth under the Act.

10. Counterparts. This Agreement and Plan may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Plan of Merger on the date first set forth above.

GOVDEALS, INC., a Delaware corporation

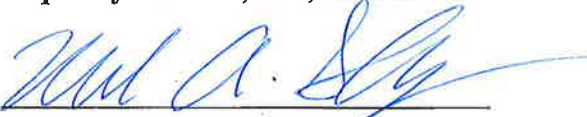
By: 

Name: Mark A. Shaffer

Title: Vice President, General Counsel
and Corporate Secretary

LIQUIDITY SERVICES OPERATIONS LLC, a
Delaware limited liability company

By: Liquidity Services, Inc., sole Member

By: 

Name: Mark A. Shaffer

Title: Vice President, General Counsel
Corporate Secretary



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 19-06

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")

for

Auctioneer Services and Related Products

SUBMITTAL DEADLINE: Tuesday, June 25, 2019, 2:00 PM CENTRAL TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713)-744-8189 no later than June 7, 2019. All questions and answers will be posted to <http://www.esc4.net/services/purchasing/region-4-nipa-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on June 5, 2019 at 1:00 pm in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by June 7, 2019. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: May 22, 2019

I. SCOPE OF WORK

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for auctioneer services and related products. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers auctioneer services and related products, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 34 open-enrollment charter schools, representing more than 1.2 million students, 95,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the

Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Appendix D, Exhibit A).

While no minimum volume is guaranteed to the Contractor, the estimated sales volume of auctioneer services under the Master Agreement through OMNIA Partners is approximately \$20 million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

SERVICES SPECIFICATIONS

The awarded contractor(s) shall assist the end user with making a determination of their individual needs. It is the intent of this document to meet each state's statutory requirements for providing auctioneer services and related products in that jurisdiction.

Offeror shall provide a comprehensive web-based online and/or live auction system for disposal of surplus property and material.

Auction System:

Offeror shall use the latest Internet technologies to provide an easy to use/user friendly solution for accessing, interacting, communicating and conducting surplus disposal tasks and related activities, including but not limited to daily program administration, posting of auctions, marketing of auctions, receiving and evaluating bids, blocking bidders, invoicing awarded bidders, and receiving payments.

- Auction system shall allow the seller to determine and enter auction dates, description of the item(s), photos images, amount of time bids may be submitted, minimum acceptable bids, bid increment amounts, reserve amounts, and terms of sale.
- The system shall allow the seller to conduct multiple and ongoing auctions while complying with all state and local laws and requirements.
- The auction system shall provide a seller with the ability to first offer the surplus property for reallocation within the agency is desired.
- The auction system shall provide online real time or near real time reporting of bids and a summary of bid activity shall also be provided.
- Auction system shall require potential bidders to register prior to submitting a bid.

- The auction system shall be updated and maintained on an ongoing basis to meet current and future needs and requirements, and to resolve system defects and problems.
- The auction system shall allow the seller to retrieve and print the documentation required to substantiate the surplus disposition and provide a complete audit trail.
- A comprehensive log must be available in printed form after each transaction. The transaction log shall include the following: Identification of the seller, description and quantity of each item auctioned, list of all bids, winning bid, summary of invoices issued, and summary of payments received.

Software Functionality:

Provide the URL for Offeror's online auction system.

Reporting:

The auction system shall provide a variety of reports detailing the system's utilization and activities. The reports shall track in-progress and completed activities.

Services:

Indicate additional services and activities the auction system can perform.

Implementation:

Describe your implementation methodology. As an example, attach a highlevel project schedule, with milestones from each implementation phase.

Training:

Offeror shall provide training to the contracting member agency. Training may be web-based. Offeror shall have and maintain a customer help desk to be accessed via telephone and/or email.

Marketing:

Offeror shall provide marketing of the web-based auction service to promote utilization of the site by potential buyers.

II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

<u>Event</u>	<u>Date</u>
Issue RFP	May 22, 2019
Pre-proposal Conference	June 5, 2019
Deadline for receipt of questions via email	June 7, 2019
Issue Addenda (if required)	TBD
Proposal Due Date	June 25, 2019
Approval from Region 4 ESC	August 27, 2019
Contract Effective Date	February 1, 2020

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

Days: calendar days

Offeror: A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713)-744-8189 no later than June 7, 2019. All questions and answers will be posted to <http://www.esc4.net/services/purchasing/region-4-nipa-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. **Current products:** Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.
5. **Proposal Format:** Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. **Binder Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents

Tab 4 – Qualification and Experience

- a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
- b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
- e. Any additional agreements Offeror will require Participating Agencies to sign

Tab 7 – National IPA Response to a National Program (Appendix D, Exhibits A, F and G)

- 7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.
- 8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

- 9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:
 - a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.

Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.

 - b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____

Company _____

Address _____

City, State, Zip _____

Solicitation Name and Number _____ Due Date and Time _____

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into

prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).
19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the

material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
 - a) Name, address and telephone number of protester;
 - b) Original signature of protester or its representative;
 - c) Identification of the solicitation by RFP number;
 - d) Detailed statement of legal and factual grounds including copies of relevant documents;
and
 - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:
 - a) Products/Pricing (40 Points)
 - b) Performance Capability (30 Points)
 - c) Qualification and Experience (20 Points)
 - d) Value Add (10 Points)
2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Auction Fee

Indicate the fee or fees to be charged for use of the web-based online auction system. Provide a complete fee schedule for this service. At a minimum, address each of the following items listed below. Proposers should clearly spell out and itemize or delineate all fees, fee structures, discounts and rebate structures, additional costs and/or add-ons, what party is responsible for paying credit card fees, if any, etc.

- Is a fee charged if the auction is not successful (items are not sold)?
- Is the auction fee a percentage of sale price or flat fee?
- Is there a minimum auction fee?
- Is the auction fee the same for all auctions or a scaled fee based upon size of auction or sale price?
- Is the auction fee deducted from or added to the sale price?
- Provide fees for involved marketing of the auction sale, including real estate (residential, commercial and industrial lots), commercial equipment and vehicles.
- Provide any other information applicable to the auction fee.

Implementation and Training

Indicate the fee or fees to be charged for use of the web-based online auction system. Provide a complete fee schedule for this service. At a minimum, address each of the following items:

- Describe the types of costs, if any, applicable to implementation of the web-based auction program for a contracting member.
- Describe and provide the costs, if any, applicable to providing training for a contracting member.
- Types of costs may include implementation fee, training fee, customization fee, travel, per diem, materials, etc.
- Provide other information applicable to implementation and training fees.

Technical Support

- Describe and provide fees for technical support services, if any.
- Provide any other information applicable to technical support fees.

System Upgrade & Maintenance

- Describe and provide fees system upgrade and maintenance, if any.
- Provide any other information applicable to system upgrade and maintenance fees.

Other Costs

Describe and provide any other fees or costs applicable to the contract. Provide a complete fee schedule for this service. At a minimum, address each of the following items:

- Sales Tax
 - Indicate how sales tax/use tax would be tracked and paid.
 - Identify what jurisdiction(s) would be the recipient of sales tax revenue.
- Revenue Share
 - Discuss possible revenue share arrangements.
 - Offerors should state proposed percentages, how revenue share will be calculated and how and when they will be paid.
- Is a fee charged for a Member to register on the system?
- Is a fee charged for a potential bidder to register on the system?
- Discuss how fees are collected from agency pay and a Buyer pay perspective
- Describe options available for collecting payment from bidders (e.g. agency collect, Contractor collect, etc.)

b) Performance Capability

- a. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- b. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- c. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- d. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and inquiries. Include a response to the following:

- Describe the process for creating and conducting an auction.
 - Describe the steps for a member to begin using the web-based auction system.
 - Describe the capabilities and functionality of Offeror's web-based online auction system. Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.
 - Describe the system's security capabilities and the privacy protection available to both sellers and buyers.
 - Describe the tools and customizations available to the seller for creating auctions, including but not limited to, internal reallocation, dutch or split auctions, reserve prices, minimum bid requirements, bidder deposit requirements, ability to copy previous auctions, ability to repost previous auctions, etc.
 - Describe the tools available to the bidder for participating in auctions, including but not limited to, email notifications, proxy bidding, identity protection, etc.
 - Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.
 - Indicate how long auction records are maintained for download by the seller. *All activities and transactions processed through the web-based auction system must be fully auditable for a period of five (5) years after the transaction.*
 - Describe Offeror's system of technical support. What are the hours and days technical support is available? Do you provide upgrade packages? Distinguish between seller and buyer support
 - What is the typical methodology for requesting customization and typical time frame for responding to such a request?
- e. Describe how Offeror responds to emergency orders.
- f. Describe Reporting:
- Describe the reporting capabilities available to the seller. Provide sample copies of a transaction log and admin fee payment reconciliation report.
 - Offeror shall provide contracting member agency a reconciliation report with each admin fee payment to substantiate the amount of the payment.
 - Describe the accounting process and online accounting capabilities, including but not limited to documentation of invoicing, payment and non-payment by bidders.
- g. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- h. Describe Offeror's invoicing process.
- i. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule, with milestones from each implementation phase. Include training that customer will receive as part of the transition.
- j. Describe the financial condition of Offeror.
- k. Describe your marketing to promote utilization of the site by potential buyers
- Describe how Offeror proposes to market the program to potential bidders. Provide samples of marketing efforts that have effectively worked.
 - Describe your ability to actively market auctions to prospective bidders in order to expand Contractor's bidder list.

- Indicate the average number of “hits” per day the proposed website receives.
 - Offeror shall provide links from contracting member agency web sites to auction site.
- l. Provide any additional services and activities the auction system can perform:
- Provide samples of instructional documentation that is available to sellers and buyers. Indicate any distribution restrictions that may apply and how often the materials are updated.
 - Describe Offeror’s plan to minimize the number of buyers who renege on a purchase and the tools available to seller if this occurs.
 - Describe the types of items commonly sold on the proposed website and any exclusion.
 - Indicate payment options accepted by bidder (e.g., Visa, MasterCard, AMEX, personal check, cashier’s check, money order, etc.).

c) Qualification and Experience

- a. Provide a brief history of the Offeror, including year it was established and corporate office location.
- b. Describe Offeror’s reputation in the marketplace. Include how many bidders are currently registered with the Offeror’s website.
- c. Describe Offeror’s reputation of products and services in the marketplace. Indicate the number of years Offeror’s web-based online auction and/or live auction program has been in place and include the number of auctions posted on the Offeror’s website in the last two (2) years. Indicate the number of successful auctions (items were sold), and the number of auctions where the buyer defaulted on the purchase.
- d. Describe the experience and qualification of key employees.
- e. Describe Offeror’s experience working with the government sector.
- f. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- g. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services, number of auctions conducted, and online auction dollar volume.
- h. Provide a listing of Auctioneer Licenses and Auctioneer Associates Licenses. List relevant state, current and expiration dates. *Upon request, Awarded Offeror(s) will provide all relevant documentation ensuring state licenses. Awardee(s) shall be licensed and in good standing.*
- i. Provide any additional information relevant to this section.

d) Value Add

- a. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 201X by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer

CONTRACT

- iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Date

Authorized Signature & Title

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

Form Revised 10/27/201

Appendix D



Requirements for National Cooperative Contract

To be Administered by

OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for auctioneer services and related products. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

OMNIA PARTNERS COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 10% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

2.0 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

OMNIA PARTNERS EXHIBITS
EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE



ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of

any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

OMNIA PARTNERS EXHIBITS
EXHIBIT C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”) to be appended and made a part hereof and such other public agencies (“Participating Public Agencies”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “OMNIA Partners Parties”) by either registering on the OMNIA Partners website (such as www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “Master Agreements” (herein so called) to provide a variety of goods, products and services (“Products”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS EXHIBITS
EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

OMNIA PARTNERS EXHIBITS
EXHIBIT E – OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS EXHIBITS									
EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE									
(to be submitted <u>electronically</u> in Microsoft Excel format)									
OMNIA Partners Contract Sales Monthly Report									
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Supplier Reporting Contact:									
Title:									
Phone:									
Email:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
Report Totals									
Cumulative Contract Sales									

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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, contractors 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 the Federal awarding agency. 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 CFR Part 3, "Contractors 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 to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors 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 CFR 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 during 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..

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

SEAL

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4,
continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐

Partnership

☐

Corporation

☐

Sole Proprietorship

☐

Limited Partnership

☐

Limited Liability Corporation

☐

Limited Liability Partnership

☐

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

OMNIA PARTNERS EXHIBITS
EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA

CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT

ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT

LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT

REDMOND, UT
 RICHFIELD, UT
 RICHMOND, UT
 RIVERDALE, UT
 RIVER HEIGHTS, UT
 RIVERTON CITY, UT
 ROCKVILLE, UT
 ROCKY RIDGE, UT
 ROOSEVELT CITY CORPORATION, UT
 ROY, UT
 RUSH VALLEY, UT
 CITY OF ST. GEORGE, UT
 SALEM, UT
 SALINA, UT
 SALT LAKE CITY CORPORATION, UT
 SANDY, UT
 SANTA CLARA, UT
 SANTAQUIN, UT
 SARATOGA SPRINGS, UT
 SCIPPIO, UT
 SCOFIELD, UT
 SIGURD, UT
 SMITHFIELD, UT
 SNOWVILLE, UT
 CITY OF SOUTH JORDAN, UT
 SOUTH OGDEN, UT
 CITY OF SOUTH SALT LAKE, UT
 SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT
 SUNSET CITY CORP, UT
 SYRACUSE, UT
 TABIONA, UT
 CITY OF TAYLORSVILLE, UT
 TOOELE CITY CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT
 TROPIC, UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT
 WALES, UT
 WALLSBURG, UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE, UT
 WELLINGTON, UT
 WELLSVILLE, UT
 WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT
 WEST JORDAN, UT
 WEST POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT
 WOODLAND HILLS, UT
 WOODRUFF, UT

WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
 ASCENSION PARISH, LA, CLEAR OF COURT
 CADDO PARISH, LA
 CALCASIEU PARISH, LA
 CALCASIEU PARISH SHERIFF'S OFFICE, LA
 CITY AND COUNTY OF HONOLULU, HI
 CLACKAMAS COUNTY, OR
 CLACKAMAS COUNTY DEPT OF
 TRANSPORTATION, OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS
 COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND
 COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA

TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS,
COUNCILS, PUBLIC CORPORATIONS, PUBLIC
DEVELOPMENT AUTHORITIES, RESERVATIONS
AND UTILITIES INCLUDING BUT NOT LIMITED
TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION
DISTRICT
BIENVILLE PARISH FIRE PROTECTION
DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY
CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION

CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1,
LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY,
LA
NORTHEAST OREGON HOUSING AUTHORITY,
OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY
SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW
ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION
DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION
DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY

CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
 ALIANZA ACADEMY , UT
 ALPINE DISTRICT , UT
 AMERICAN LEADERSHIP ACADEMY , UT
 AMERICAN PREPARATORY ACADEMY , UT
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
 BEAR RIVER CHARTER SCHOOL , UT
 BEAVER SCHOOL DISTRICT , UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT , UT
 CBA CENTER , UT
 CACHE SCHOOL DISTRICT , UT
 CANYON RIM ACADEMY , UT
 CANYONS DISTRICT , UT
 CARBON SCHOOL DISTRICT , UT
 CHANNING HALL , UT
 CHARTER SCHOOL LEWIS ACADEMY , UT
 CITY ACADEMY , UT
 DAGGETT SCHOOL DISTRICT , UT
 DAVINCI ACADEMY , UT
 DAVIS DISTRICT , UT
 DUAL IMMERSION ACADEMY , UT
 DUCHESNE SCHOOL DISTRICT , UT
 EARLY LIGHT ACADEMY AT DAYBREAK , UT
 EAST HOLLYWOOD HIGH , UT
 EDITH BOWEN LABORATORY SCHOOL , UT
 EMERSON ALCOTT ACADEMY , UT
 EMERY SCHOOL DISTRICT , UT
 ENTHEOS ACADEMY , UT

EXCELSIOR ACADEMY , UT
 FAST FORWARD HIGH , UT
 FREEDOM ACADEMY , UT
 GARFIELD SCHOOL DISTRICT , UT
 GATEWAY PREPARATORY ACADEMY , UT
 GEORGE WASHINGTON ACADEMY , UT
 GOOD FOUNDATION ACADEMY , UT
 GRAND SCHOOL DISTRICT , UT
 GRANITE DISTRICT , UT
 GUADALUPE SCHOOL , UT
 HAWTHORN ACADEMY , UT
 INTECH COLLEGIATE HIGH SCHOOL , UT
 IRON SCHOOL DISTRICT , UT
 ITINERIS EARLY COLLEGE HIGH , UT
 JOHN HANCOCK CHARTER SCHOOL , UT
 JORDAN DISTRICT , UT
 JUAB SCHOOL DISTRICT , UT
 KANE SCHOOL DISTRICT , UT
 KARL G MAESER PREPARATORY ACADEMY ,
 UT
 LAKEVIEW ACADEMY , UT
 LEGACY PREPARATORY ACADEMY , UT
 LIBERTY ACADEMY , UT
 LINCOLN ACADEMY , UT
 LOGAN SCHOOL DISTRICT , UT
 MARIA MONTESSORI ACADEMY , UT
 MERIT COLLEGE PREPARATORY ACADEMY ,
 UT
 MILLARD SCHOOL DISTRICT , UT
 MOAB CHARTER SCHOOL , UT
 MONTICELLO ACADEMY , UT
 MORGAN SCHOOL DISTRICT , UT
 MOUNTAINVILLE ACADEMY , UT
 MURRAY SCHOOL DISTRICT , UT
 NAVIGATOR POINTE ACADEMY , UT
 NEBO SCHOOL DISTRICT , UT
 NO UT ACAD FOR MATH ENGINEERING &
 SCIENCE (NUAMES) , UT
 NOAH WEBSTER ACADEMY , UT
 NORTH DAVIS PREPARATORY ACADEMY , UT
 NORTH SANPETE SCHOOL DISTRICT , UT
 NORTH STAR ACADEMY , UT
 NORTH SUMMIT SCHOOL DISTRICT , UT
 ODYSSEY CHARTER SCHOOL , UT
 OGDEN PREPARATORY ACADEMY , UT
 OGDEN SCHOOL DISTRICT , UT
 OPEN CLASSROOM , UT
 OPEN HIGH SCHOOL OF UTAH , UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
 PARADIGM HIGH SCHOOL , UT
 PARK CITY SCHOOL DISTRICT , UT
 PINNACLE CANYON ACADEMY , UT
 PIUTE SCHOOL DISTRICT , UT
 PROVIDENCE HALL , UT
 PROVO SCHOOL DISTRICT , UT
 QUAIL RUN PRIMARY SCHOOL , UT
 QUEST ACADEMY , UT
 RANCHES ACADEMY , UT
 REAGAN ACADEMY , UT
 RENAISSANCE ACADEMY , UT
 RICH SCHOOL DISTRICT , UT
 ROCKWELL CHARTER HIGH SCHOOL , UT
 SALT LAKE ARTS ACADEMY , UT
 SALT LAKE CENTER FOR SCIENCE
 EDUCATION, UT

SALT LAKE SCHOOL DISTRICT , UT
 SALT LAKE SCHOOL FOR THE PERFORMING
 ARTS, UT
 SAN JUAN SCHOOL DISTRICT , UT
 SEVIER SCHOOL DISTRICT , UT
 SOLDIER HOLLOW CHARTER SCHOOL , UT
 SOUTH SANPETE SCHOOL DISTRICT , UT
 SOUTH SUMMIT SCHOOL DISTRICT , UT
 SPECTRUM ACADEMY , UT
 SUCCESS ACADEMY , UT
 SUCCESS SCHOOL , UT
 SUMMIT ACADEMY , UT
 SUMMIT ACADEMY HIGH SCHOOL , UT
 SYRACUSE ARTS ACADEMY , UT
 THOMAS EDISON - NORTH , UT
 TIMPANOGOS ACADEMY , UT
 TINTIC SCHOOL DISTRICT , UT
 TOOELE SCHOOL DISTRICT , UT
 TUACAHN HIGH SCHOOL FOR THE
 PERFORMING ARTS , UT
 UINTAH RIVER HIGH , UT
 UINTAH SCHOOL DISTRICT , UT
 UTAH CONNECTIONS ACADEMY , UT
 UTAH COUNTY ACADEMY OF SCIENCE , UT
 UTAH ELECTRONIC HIGH SCHOOL , UT
 UTAH SCHOOLS FOR DEAF & BLIND , UT
 UTAH STATE OFFICE OF EDUCATION , UT
 UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT
 WEBER SCHOOL DISTRICT , UT
 WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH
 SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE
 UNIVERSITY OF HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY
 COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU
 COMMUNITY COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT

COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT
 AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 OREGON STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE OF
 HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
 ATTORNEY
 STATE OF UTAH

RFP 19-07 Auctioneer

Question and Answer:

1. Thank you for the opportunity to participate in the pre-bid conference. One clarification I need to have concerns the Form 1295. I understood you to say it required a notary, but I do not see the space for the notary block or signature on the form. Did I confuse it with a different document that needed notarization?

Answer: Region 4 ESC requires the 1295 Form to be notarized. It is your discretion on where to stamp the notary block and signature on the form.



Attachment "B"
VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate _____, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____



Attachment “C” Federal Clauses

This Attachment is hereby incorporated by reference into the main *Contract*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*¹

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. [insert grant numbers] which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *Contract*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Contract* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor*’s objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [proposer/consultant/contractor] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.



Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor's* actions pertaining to this *contract*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: 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, 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 identify, 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 considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Contractor* will send to each labor union or representative of workers with which it has a collective bargaining Contract 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; (4) 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; (5) 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.; (6) In the event of the *Contractors* 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.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are 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, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, *contractor* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract*. *Contractor* are 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 to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do



not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *contractor* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *contractor* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* 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 CFR 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 during 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.



Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: *Contractor* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract*].

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *The Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *contractor* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.



Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be unilaterally terminated immediately by County for *Contractor's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005)): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the



National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information 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.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *contractor* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *contractor* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and



is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *the contract*].

The _____ on _____ behalf of _____ the *contractor* is authorized to sign below and confirm the *contractor* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: _____	:	SIGNATURE _____
COMPANY: _____		NAME: _____
ADDRESS: _____		TITLE: _____

E-MAIL: _____		
PHONE NO.: _____		



Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____



Attachment "D"

GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the



commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.



INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.



3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.



EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 03/13/2023

SUBJECT: Resurfacing and Re-Striping Scenic Hwy 98, west loop to Cobia Street

I. BACKGROUND: The City's Public Works and Safety Committee has recommended a Section of Scenic 98 (4500'+/-) as a candidate for milling, re-surfacing, and re-striping.

II. DISCUSSION: City Street to be milled/re-surfaced/re-striped includes:

1. Scenic 98 (Loop at its western end to Cobia Street)

H&T and Emerald Coast Striping are currently continuing service providers under contract with the City. Their most recent contract (H&T) and contract renewal (ECS) are provided as ATTs 1 & 2 respectively. The quotes for this work are provided as ATT3 (H&T) and ATT4 (Emerald Coast Striping). A map of the project area is included as ATT5.

This project comes at the recommendation of the Public Works/Public Safety Committee from their meeting of February 8, 2022. The minutes of this meeting are attached as ATT6. The project area was subsequently enlarged to include that section of Scenic 98 west of Matthew Blvd to include the loop.

The work was not able to be completed in FY22 due to the rising cost of asphalt and supply chain issues with aggregate. The scope of work is unchanged from the agenda item approved by Council on March 7, 2022. The attached asphalt quote is reflective of the contract approved by Council on March 6, 2023.

As this is a collector-class roadway, Emerald Coast Striping has provided an add-on quote for temporary striping with paint (intersection paint, long lines, etc.) of \$6207. Please note that new asphalt should cure for at least two weeks prior to thermoplastic application, and without this paint application, the street will have no markings for that period.

The contractor will be instructed to begin work after Spring Break (early May 2023) but before the end of school so as to cause a minimal amount of disruption to traffic during the Tourist Season(s).

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): The estimate from our road and asphalt continuing services provider, H&T, to mill and resurface is \$546,359.50. The estimate from our road striping continuing services contractor, Emerald Coast Striping is \$34,583.90 (includes temporary paint striping). The total of \$580,943.40 is budgeted and we propose to use Gas Tax #1 and some General Fund R&R for this project:

	30054131	30058585	
	GAS TAX#1	Gen Fund	TOTAL
565000-RR054			
Capital Improvemt-Road	\$ 534,086	\$ 633,054	\$ 1,167,140
Renew/Replace			
FY23 Adopted Budget*	534,086	633,054	1,167,140
Internal Budget Transfers	-	-	-
Revised Budget	534,086	633,054	1,167,140
Previous Expenses/Encumbrances	(69,167)	(91,862)	(161,030)
Available Program Budget	464,919	541,192	1,006,111
This Agreement +(-)	(464,000)	(116,943)	(580,943)
FY23 Remaining Program Budget	\$ 919	\$ 424,249	\$ 425,167

**FY23 Adopted Budget includes Budget for Prior Year Encumbrances*

C. Level of Service (LOS): Improved driving surface and nighttime visibility of lane delineation, speed tables, and crosswalks.

D. Legislative Sponsor:

III. CONCLUSION: If approved, Public Works will arrange/attempt to have this road construction occur after Spring Break but before the end of May.

IV. RECOMMENDED MOTION: I move that the City Manager issue purchase orders to H&T Contractors and Emerald Coast Striping to mill, resurface, and re-stripe (both temporarily and permanently) that section of Scenic Hwy 98 between the western loop and Cobia Street for \$580,943.40.

Attachments:

1. ATT2: ECS Misc Road Striping Services FY23 extension
2. ATT3: H_T Scenic 98 west loop to Cobia quote 03072023
3. ATT4: Scenic 98 Restripe Proposal 3-

13-23

4. ATT5 Scenic 98 Resurfacing Loop to Cobia, map (1)
5. ATT6: Minutes of 2-8-22 PWPS meeting

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of January 2023 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping, LLC ("Contractor"). The purpose of this agreement is to extend for twelve months a contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC to provide miscellaneous road striping services for the City. This agreement will begin on January 1, 2023 and will extend through December 31, 2023.

This represents the **2nd of 4** possible contract extensions.

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

Jury Trial Waiver:

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

Public Records:

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

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

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

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

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

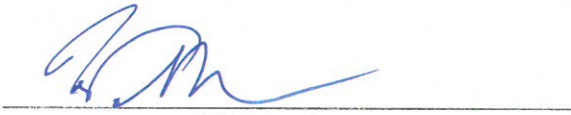
It is expressly agreed by the parties that this contract is an extension to the Contract that became effective on October 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

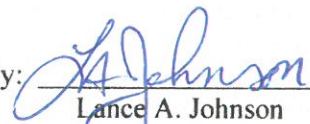
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

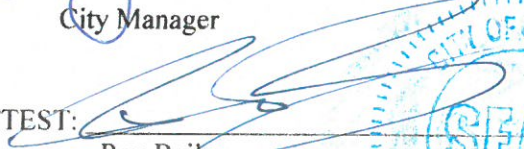
Witnesses:


(Signature)


(Signature)

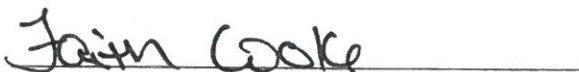
City of Destin

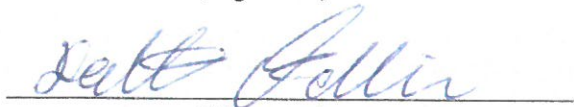
By: 
Lance A. Johnson
City Manager

ATTEST: 
Rey Bailey
City Clerk

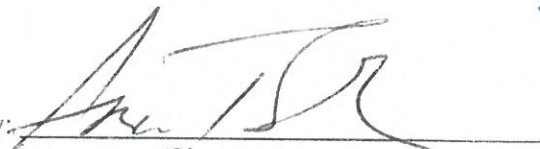


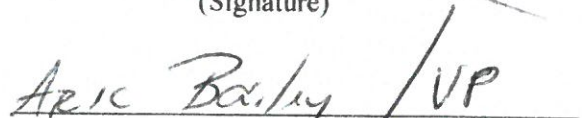
Witnesses:


(Signature)

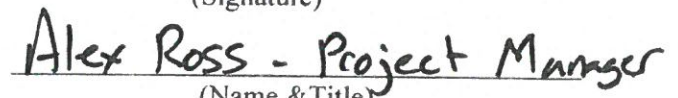

(Signature)

Emerald Coast Striping, LLC

By: 
(Signature)


(Name & Title)

ATTEST: 
(Signature)


(Name & Title)

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 3/1/2023**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Scenic 98 From Matthew to Cobia

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	\$20.25	16906.00	\$ 342,346.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	\$15.75	0.00	\$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	\$13.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$5.00	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$6.50	16906.00	\$ 109,889.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$30.00	0.00	\$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$24.00	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$12.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$10.00	0.00	\$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$8.00	0.00	\$ -
11	Prime Coat	SY	\$4.00	0.00	\$ -
12	Tack Coat	SY	\$4.00	16906.00	\$ 67,624.00
13	Asphalt Cut with Abrasive Blade	LF	\$7.00	0.00	\$ -
14	Concrete Cut with Abrasive Blade	LF	\$7.00	0.00	\$ -
15	Silt Fence	LF	\$10.00	0.00	\$ -
16	Straw Waddle	LF	\$8.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$1,000.00	4.00	\$ 4,000.00
18	Valve Box Adjustment	EACH	\$600.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$15.00	0.00	\$ -
20	Removal of Asphalt up to 4 inches thick	SY	\$10.00	0.00	\$ -
21	Removal of Asphalt over 4 inches	SY	\$15.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$40.00	0.00	\$ -
23	Clear & Grub	SY	\$2.50	0.00	\$ -
24	Debris Hauling	CY	\$25.00	0.00	\$ -
25	Tree trimming	HR	\$300.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$500.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$450.00	0.00	\$ -
28	Mobilization	LUMP	\$4,000.00	1.00	\$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	\$92.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$92.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$101.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$125.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$157.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$240.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$285.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$350.00	0.00	\$ -

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

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$45.00	0.00	\$	-
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$55.00	0.00	\$	-
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$65.00	0.00	\$	-
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$75.00	0.00	\$	-
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$120.00	0.00	\$	-
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$140.00	0.00	\$	-
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$160.00	0.00	\$	-
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$180.00	0.00	\$	-
45	Concrete Headwall or Drainage Structure	CY	\$900.00	0.00	\$	-
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$2,000.00	0.00	\$	-
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,500.00	0.00	\$	-
48	Concrete flume (4 in thick)	SY	\$200.00	0.00	\$	-
49	Inlet Apron (4 in thick)	SY	\$120.00	0.00	\$	-
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$3,000.00	0.00	\$	-
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$2,500.00	0.00	\$	-
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$300.00	0.00	\$	-
53	Excavation and Haul Off	CY	\$25.00	0.00	\$	-
54	Well Points	DAY	\$4,500.00	0.00	\$	-
55	Grout (joint)	EACH	\$2,500.00	0.00	\$	-
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$20.00	0.00	\$	-
57	Swale Installation (grading)	CY	\$100.00	0.00	\$	-
58	Concrete Collar (any size)	EACH	\$3,000.00	0.00	\$	-
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$600.00	0.00	\$	-
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$700.00	0.00	\$	-
61	6 inch Drain pipe	LF	\$45.00	0.00	\$	-
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$5,000.00	0.00	\$	-
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$108.00	0.00	\$	-
64	Concrete Sidewalk – 4 inches thick installed	SY	\$72.00	0.00	\$	-
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$25.00	0.00	\$	-
66	Concrete Type "D" Curb fiber reinforced	LF	\$30.00	0.00	\$	-
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$35.00	0.00	\$	-
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$34.00	0.00	\$	-
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$30.00	0.00	\$	-
70	ADA truncated dome mat installation	SF	\$48.00	0.00	\$	-
71	Traffic Control (MOT) cost	DAY	\$2,000.00	8.00	\$	16,000.00
72	Bermuda Sod installed	SY	\$4.50	0.00	\$	-
73	St Augustine Sod installed	SY	\$5.75	0.00	\$	-
74	Centipede Sod installed	SY	\$13.50	0.00	\$	-
75	Irrigation Repair	HR	\$250.00	0.00	\$	-
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$5,500.00	0.00	\$	-
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$6,000.00	0.00	\$	-
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$500.00	0.00	\$	-
79	Speed Hump Installation (2 Lanes)	EACH	\$3,000.00	0.00	\$	-
80	Speed Table Installation (2 Lanes)	EACH	\$4,500.00	2.00	\$	9,000.00
				Total		\$ 543,859.50
Contengent Items from Price Sheet		LS	Total		\$	2,500.00
				Grand Total		\$ 546,359.50

CONTRACTOR REPRESENTATIVE: _____

DATE _____

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

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

Date: 3/1/2023
Completion Date:
Calendar Days:

Description of Work: 98 Matthew to Cobia

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	Remove & Put Back Down Rubber Speed Bumps		\$2,500.00	1.00	\$ 2,500.00
902				0.00	\$ -
903				0.00	\$ -
904				0.00	\$ -
905				0.00	\$ -
906				0.00	\$ -
907				0.00	\$ -
908				0.00	\$ -
909				0.00	\$ -
910				0.00	\$ -
911				0.00	\$ -
912				0.00	\$ -
913				0.00	\$ -
914				0.00	\$ -
915				0.00	\$ -
916				0.00	\$ -
917				0.00	\$ -
918				0.00	\$ -
919				0.00	\$ -
920				0.00	\$ -
Total					\$ 2,500.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

DIRECTOR OF PUBLIC SERVICES: _____

DATE _____

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



1901 East Ave.
Panama City, FL 32405
Phone (850) 215-4875 Fax (850) 271-4875

Proposal

DATE March 13, 2023
Quotation # Scenic 98 Resurfacing
West of Matthew to Cobia
Destin, FL

Proposal To:
City of Destin

Comments or special instructions:

All Maintenance of Traffic to be provided by General Contractor.
ECS is not responsible for making sure all sprinklers and other water sources are shut off prior to scheduled striping.
Hydroblasting mobilization is \$2,500 with a total daily minimum of \$4,000.
Thermoplastic quantities do not include temporary paint unless otherwise noted.
Paint quantities are for one coat/application unless otherwise noted.
Any striping performed on concrete will have a primer applied prior.
0 Sf of Removal has been included.
Due to recent market volatility, supply chain interruptions, equipment and material shortages, this price is valid for **30 days** and may be repriced after this period should market conditions change and/or costs escalate due to price increases and/or surcharges from suppliers.
All proposals over 365 days will have an annual 5% increase per year.
Any Reduction in Scope to the quantities shown below may adjust the below listed Unit prices
This is a unit price bid, any additions will be paid at the unit prices given.
By accepting this proposal, you accept all terms with it.
Please allow two weeks advance notice for scheduling of crews.

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
Temporary Final Paint				
6" Yellow Solid Paint Striping	LF	8733	\$0.30	\$2,619.90
12" White Solid Paint Striping	SF	1646	\$2.00	\$3,292.00
24" White Solid Paint Striping	SF	148	\$2.00	\$296.00
			SUBTOTAL:	\$6,207.90
Thermoplastic				
6" Solid Yellow Thermoplastic with Beads	LF	8733	\$1.00	\$8,733.00
6" Solid White Thermoplastic with Beads	LF	7300	\$1.00	\$7,300.00
12" Solid White Thermoplastic with Beads	SF	1646	\$4.00	\$6,584.00
18" Solid Yellow Thermoplastic with Beads	SF	137	\$4.00	\$548.00
18" Solid White Thermoplastic with Beads	SF	304	\$4.00	\$1,216.00
24" Solid White Thermoplastic with Beads	SF	148	\$4.00	\$592.00
Thermoplastic Yield Bar with Beads	SF	6	\$4.00	\$24.00
Thermoplastic Arrow with Beads	SF	340	\$4.00	\$1,360.00
Thermoplastic Message with Beads	SF	176	\$4.00	\$704.00
Raised Pavement Markers	EA	263	\$5.00	\$1,315.00
			SUBTOTAL:	\$28,376.00
			TOTAL	\$34,583.90

If you have any questions concerning this quotation, contact Aric Bailey at (850)867-3750 or by email at aric@ecstriping.com

THANK YOU FOR YOUR BUSINESS!

Scenic 98 Resurfacing Project - Loop to Cobia (~4500')



**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, FEBRUARY 8, 2022 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, February 8, 2022, at 5:30 p.m. With the Pledge of Allegiance immediately following.

2. ROLL CALL:

<u>Members Present</u>	<u>Members Absent</u>	<u>Staff</u>
James T. Wood, Jr.	Mark Brown	Kim Montgomery Deputy City Clerk
Tom Weidenhamer		Michael Burgess PW Director
Sam Perman		JT Hart PW Deputy Director
John Stephens		
Marcie Bell		
John Green		

3. APPROVAL OF MINUTES: January 11, 2022

Committee member Weidenhamer moved to approve the January 11, 2022 minutes as written, with Committee member Stephens providing the second. A roll call vote of 6-0 was taken and the motion passed.

4. NEW BUSINESS:

- **Beach Safety Program – Joe D’Agostino**

Mr. D’Agostino spoke of how the program is going into its 19th season and described how was created because of the 25 drowning deaths that occurred in 2003 between Panama City and Pensacola. He explained their beach service is now the largest in the Panhandle because starting this year, they will now be providing lifeguard services to the Henderson Beach State Park for the first time. The program will start the on the first Saturday in March and run through the last Sunday in October. He provided the members with the shift plans and lifeguard beach coverage they will have during spring break, peak summer, and the end of the season.

Committee member Perman asked about the flag system and how that works.

Mr. D’Agostino explained that the only park that has a flag system on the west side of Henderson State Park is June White Decker Park therefore, they use virtual flags to push the information out about the surf conditions to the public through Facebook because most of the beaches are private property. There was a brief discussion about the beach accesses at Norriego Point.

- **Lt. Jason Fulghum – OCSO**

Explained that Spring Break starts early this year on February 26th and runs through April 24th and spoke of how the Sheriff’s Office estimates this year will be just as busy if not busier than last year. He described the coverage they will have and how they will continue to write Notice to

Appear tickets instead of arresting and taking the individuals to jail, because of the ongoing Covid Pandemic. Adding unless they are more serious offenses than underage drinking.

Lt. Fulghum also spoke of how most of the problems they encounter are from High School aged teens and how the Sheriff's Office will obtain a blanket trespass warrants and issue trespassing to the teens that congregate on the beach behind private properties. Noting they seem to have the most problems behind the Back Porch Restaurant. He also discussed the marine units they have, where they patrol and how their jurisdiction goes 9-miles out into the Gulf.

Mr. Burgess spoke of the Aqua Alert that is being put together similar to the Amber Alerts but for water related emergencies, and how it came about from the missing kayaker who was never found.

5. CONTINUING BUSINESS:

➤ Variable Message Board Signs

Mr. Burgess explained that staff is asking for the Committee to consider using some of the surtax funds to purchase 4-units. He explained they're solar powered and can be used to provide power for emergency situations for power is loss and many other situations where they may be needed. He explained the funds for the purchase are in a revenue account would need to be transferred to a budgeted line item. And, to do so, a budget amendment adopted through an ordinance is necessary. Adding the Finance Director, Krystal Strickland will attend their meeting in March and will explain the process.

Motion by Committee member Bell, seconded by Committee member Weidenhamer to support the purchase of the three Variable Message Board Signs. The motion passed 6-0.

➤ Resurfacing, Milling and Restriping Scenic Hwy. 98 Matthew Blvd. to Cobia Street

Mr. Burgess described the condition of this roadway to the members and how after receiving a quote for the repair, the decision was made to resurface the area based on cost effectiveness.

Motion by Committee member Perman, seconded by Committee member Bell to support the resurfacing of Scenic Hwy. 98 from Matthew Blvd. to Cobia Street. The motion passed 6-0.

➤ Restriping of Azalea Street

Mr. Burgess explained this is a walk-on item stemmed from receiving a complaint from a citizen who said they almost got in a traffic accident because the lanes could not be differentiated. Additionally, he has not received a quote for the cost yet but just wanted to let them know of the situation and he will take this to City Council for their consideration, once the quote is received.

➤ Stormwater Concerns

The Chairman announced that there is not anyone in the public present to discuss this item.

➤ Public Works/Emergency Management Update

▪ **Draft Road Striping Policy** – Mr. Burgess explained that he is being more selective in this process than how it was handled in the past. Essentially, when a collector road is

milled and resurfaced, the entire area will get the full treatment, and anything not on the list will just get the basic striping treatments on a as needed basis.

▪ **Departmental Update:**

Currently, the Maintenance Technician/Mechanic is still open with no qualified applicants to date and the base salary is \$15.50/hr. And if the members know of anyone to please ask them to come apply.

▪ **Operational Update:**

- Median Maintenance Contract Renewal - ZIIC. Explained that last year this contract was only renewed for 6-months, and Council approved the remaining 6-months at their meeting last month.
- Lowering Speed Limits from 35 mph to 30 mph on Airport Road, Azalea and Palms Blvd Ordinance was approved at the 1st reading.
- Facilities Needs Assessment Bid explained the process of how the city buildings will get assessed for their condition and what will need to be done in the future.
- Harbor Pump is operational and is currently running on its winter schedule. There currently is an electrical issue and the contractor is scheduled to address the problem.
- Sidewalks repairs are underway.
- LED Streetlight Conversion – Phase I is underway.
- Legion Street Sinkhole is on schedule for repair.
- Debris Management Contracts have been renewed.
- Median Improvement Project on Hwy 98 from the Marler Bridge to Airport Road is scheduled to begin the second week of February with the first phase being the installation on new conduit for the irrigation pumps, then they'll start removing the existing ground cover bushes and replace them with Oaks, Ilex trees and other plantings.

7. **MEMBER COMMENTS:**

- **Chairman Wood** – Spoke of the importance being cognizant and the need to make eye contact with the drivers at the pedestrian crosswalks located at both Beach and Benning when crossing. Because of the drivers who may run the red light.
- **Committee member Bell** – Asked for conformation that the replacement of the lights on Gulf Shore Drive will not be the bright LED lights. According to Mr. Burgess, those will be replaced with turtle rated lights. She also spoke of the need to have the pedestrian crossings at Moreno and Norriego on Gulf Shore Drive with some sort of warning lighting installed to alert drivers at night that there are pedestrians present and wanting to cross because of blind spots or simply they blend in with the surroundings, when barely clothed.
- **Committee member Stephens** – Mentioned there is a pothole on Zerbe St./Sibert Ave. in need of repair.
- **Committee member Perman** – Reported that there a 3-way stop should be considered at Calhoun Ave. and Kelly Street because of the curve. She also asked if there is a law that people on paddleboards have to be tethered to their boards.

There was a brief discussion regarding speed humps, speed tables, the associated cost, and how they are installed and several locations in the city where they should be considered. As well as the process involved for approval.

Having no further business at this time, the meeting adjourned at 7:10 p.m.

Adopted and approved this _____ day of _____ 2022.

James T. Wood, Jr., Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 03/13/2023

SUBJECT: ForeRunner Floodplain Management Software, authorization for purchase

I. BACKGROUND: The City participates in both the National Flood Insurance Program and the Community Rating System and, as such, is charged with specific responsibilities in the area of permit application processing and recordkeeping.

II. DISCUSSION: The City participates in both the National Flood Insurance Program and the Community Rating System. As minimum requirements for our participation in these programs, the City must both accept only 100%-accurate Elevation Certificates for our permit review process and subsequent recordkeeping, and track substantial improvements and substantial damage to structures located within the Special Flood Hazard Area. ForeRunner software will provide the City with both of these services.

Attachments Include:

ATT1: Master Services Agreement & Scope of Work

ATT2: ForeRunner Product Overview

ATT3: ForeRunner CRS Overview

ATT4: Destin Pricing Proposal

ATT5: Internal Budget Transfer

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

II. Enhanced Quality of Life and Safety for Families

B. Effect on Budget (EOB): The cost of an annual subscription to ForeRunner software is \$25,000. A \$10,000 set-up fee will be waived if the City agrees to purchase a subscription before March 31, 2023. This item was not budgeted originally. A recommended budget transfer is attached. The Building Department and the Stormwater departments both use this software. Both departments have

requested to decrease the budget for professional services for FY 2023 in order to purchase this software. The effect on budget is as follows:

	0153800	11152441	
	Stormwater	Building	TOTAL
552025			
Operating Software	\$ 3,698	\$ 21,941	\$ 25,639
FY23 Adopted Budget*	3,698	21,941	25,639
Internal Budget Transfers	12,653	13,334	25,987
Revised Budget	16,351	35,275	51,626
Previous Expenses/Encumbrances	(3,618)	(8,684)	(12,302)
Available Program Budget	12,733	26,591	39,324
This Agreement +(-)	(12,500)	(12,500)	(25,000)
FY23 Remaining Program Budget	\$ 233	\$ 14,091	\$ 14,324

**FY23 Adopted Budget includes Budget for Prior Year Encumbrances*

C. Level of Service (LOS): Improved accuracy in floodplain management permit reviews, enhanced ability to track substantially improved/damaged structures in the Special Flood Hazard Area for National Flood Insurance Program and Community Rating System compliance.

D. Legislative Sponsor:

III. CONCLUSION: If approved, the Department of Public Works will initiate the Purchase Order process to obtain licenses for ForeRunner Floodplain Management software.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to enter into a Master Services Agreement & Statement of Work with ForeRunner Industries for a one-year period and to approve the attached internal budget transfer.

Attachments:

1. ATT1: DESTIN Master Services Agreement and Scope of Work
2. ATT2: Forerunner Product Overview
3. ATT3: Forerunner CRS Overview
4. ATT4: Destin FL Updated Pricing Proposal
5. ATT5: Budget Txfr FORERUNNER Software

FORERUNNER

Master Services Agreement & Statement of Work

City of Destin, FL

March 31st, 2023

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Master Services Agreement

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Statement of Work

1. Services.
2. Customization.
3. Support.
4. Onboarding.
5. Software.

Master Services Agreement

This Master Services Agreement (“**Agreement**”), effective as of March 31st, 2023 (“**MSA Effective Date**”), is entered into between Forerunner Industries, Inc., a Delaware corporation (“**Forerunner**”), and the City of Destin a State of Florida municipality (“**Customer**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Defined terms have the meanings set forth in this Paragraph 1. Definitions and elsewhere in this Agreement and any Statement of Work attached to this Agreement and incorporated herein when capitalized. These terms may be read in singular, plural, or an alternative tense as the context requires.
 - a. **Affiliate** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
 - b. **Applicable Law** means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
 - c. **Authorized User** means an Affiliate, employee or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Services.
 - d. **Confidential Data Sets** means any sets of data or content originally created or developed by Forerunner or the Software, which may include, but is not limited to, sets of data in which Extracted Data is an input, combined or aggregated with, or augmented by other data or content that is not Extracted Data.
 - e. **Confidential Information** means, without limitation, business, technical, and/or financial information relating to the Disclosing Party, regardless of the form and whether or not marked or otherwise identified as “Confidential.” With respect to Forerunner, Confidential Information also means the Services, Confidential Data Sets, and any and all source code relating thereto, as well as documentation and non-public information or material regarding Forerunner’s legal or business affairs, financing, customers, properties or data. With respect to the Customer, Confidential Information means any non-public information or material regarding Customer’s legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the “Receiving Party”); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the “Disclosing Party”); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and it so documents; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
 - f. **Customer Data** shall mean the Customer Materials and Extracted Data, collectively.
 - g. **Customer Materials** means all materials and other content provided by Customer to Forerunner to enable the provision of the Services.
 - h. **Extracted Data** means all information, data, and other content that is extracted or collected by Forerunner solely from the Customer Materials or otherwise from the Customer through the Services and is not combined or aggregated with or augmented by data or content that is not Extracted Data.
 - i. **Forerunner Intellectual Property** means:
 1. The Software used by Forerunner to provide the Services, including all Updates, revisions, derivatives, improvements and modifications thereto.

2. The hardware, software, databases, networks, cloud or other hosted solutions, or other information technology infrastructure used by or on behalf of Forerunner in performing the Services (the “**Forerunner Information Technology Infrastructure**”).
 3. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner creates, derives from, provides or uses in connection with the Services, and, any other information or materials that otherwise comprise or relate to the Services, including but not limited to any Confidential Data Sets.
 4. Any models, analyses, analytics, algorithms, and machine learning applications created or developed by Forerunner that incorporate, in whole or in part, the Confidential Data Sets and/or Extracted Data.
 5. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner provides in connection with the Services designates as confidential, proprietary or trade secret information and/or as exempt from public disclosure.
- j. **Forerunner Representatives** mean Forerunner’s employees, officers, directors, agents, independent contractors, service providers, subcontractors.
 - k. **Integration Agreement** means the agreement, if applicable, governing any integrations with Third Party Applications.
 - l. **Intellectual Property Rights** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
 - m. **Services** means the services provided or required to be provided according to this Agreement, as well as any Statements of Work attached to this Agreement and incorporated by reference.
 - n. **Software** means Forerunner’s computer software and all Updates made available by Forerunner to Customer under this Agreement, including Confidential Data Sets.
 - o. **Statement of Work (SOW)** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
 - p. **Term** means the Initial Term and any Renewal Terms.
 - q. **Third Party Provider** means third parties, including other Vendors, state agencies and local agencies that control products and/or databases with which Forerunner Services are to be interfaced and whose engagement has been pre-approved by Forerunner. Before engaging with a Third Party Provider, Customer agrees to obtain prior approval by Forerunner.
 - r. **Updates** means any and all new releases, new versions, patches and other updates for the Services that Forerunner makes generally available without additional charge to other customers of its Services.
 - s. **Vendors** means third parties with whom Forerunner contracts to provide components of the Services and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

2. **Forerunner Software Services.**

- a. Subject to this Agreement, Forerunner will use commercially reasonable efforts to provide the Forerunner Services described in the Statement of Work attached to this Agreement and incorporated herein by reference, and in any additional SOWs that may be entered into by the parties from time to time and which incorporate this Agreement by reference (collectively, the “Services”).
- b. Forerunner may make changes or updates to the Services that it deems necessary or useful to: (a) maintain or enhance the quality, delivery, cost efficiency or performance of the Services; and/or (b) comply with any Applicable Law, statute, regulation or other governmental rule or requirement (“Law”).
- c. Forerunner may also make other changes and updates as it deems necessary, provided that such changes do not materially derogate the overall quality of the Services. Forerunner does not guarantee

that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for any software or equipment that Forerunner determines is incompatible with the operation of the Services.

- d. Other than with respect to reasonable costs incurred to provide updated versions of Forerunner Services, all Updates or updated versions provided by Forerunner during the Term of this Agreement are deemed part of the Services and are subject to all applicable terms and conditions in this Agreement. Customer agrees to pay for reasonable costs, if any, incurred to achieve compliance with laws, statutes, regulations, and/or other governmental rules.
- e. The parties acknowledge and agree that Forerunner may engage Vendors to perform Services. Vendors will be subject to provisions detailed in this Master Services Agreement and any Statement of Work attached and incorporated by reference.

3. **Customer Responsibilities; Restrictions; and Suspension.**

- a. **Responsibilities.** Customer will be responsible for and is required to obtain and maintain an information technology infrastructure necessary to connect to, access, or otherwise use the Services, including, without limitation, hardware, software, operating systems, networks, databases, and web servers and/or any other information technology infrastructures necessary to connect to, access, or otherwise use the Services. However, notwithstanding any provision herein, nothing in this Agreement and any Statement of Work attached shall require Customer to fail to comply with all applicable records retention requirements and public records laws.
- b. **In addition, Customer shall:**
 - i. Have sole responsibility for the accuracy; legality; and rights to use, obtain, and share with Forerunner all Customer Materials and any data or information contained therein.
 - ii. Ensure that its Authorized Users shall securely manage their respective password(s) for access to the Service and any user IDs, passwords, and other access credentials for the Services are kept strictly confidential and not shared with any unauthorized person.
 - iii. Promptly notify Forerunner of any breach of security or unauthorized use of its account.
 - iv. Comply with all applicable local, state, federal and foreign laws in using the Services.
- c. **Restrictions.**
 - i. As a condition to receiving the Services, and in addition to any other obligations set forth in a properly executed SOW, Customer may only use the Services in furtherance of its internal government operations, and not for the use by, or benefit of, any third party.
 - ii. Customer shall use the Services solely for itself and its Affiliates' government purposes as contemplated by this Agreement for itself and its Affiliates.
 - iii. Customer shall not license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Services or Forerunner Intellectual Property available to any third party.
 - iv. Customer shall not modify, translate or create derivative works based on the Services or Forerunner Intellectual Property.
 - v. Customer shall not alter or remove any proprietary rights, notices or marks in the Services or Forerunner Intellectual Property, or use the Services or Forerunner Intellectual Property in any way or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of Forerunner and/or any third party.
 - vi. Customer shall not send via the Services, or store within the Services, any unlawful, offensive or tortious material, including, without limitation, hate speech or discriminatory content.
 - vii. Customer shall not imitate or impersonate another person, or his, her or its email or other address or contact information.
 - viii. Customer shall not create false accounts for the purposes of sending unsolicited messages (spam).
 - ix. Customer shall not send messages to individuals who have asked not to receive future messages from Customer (opted out).
 - x. Customer shall not send, upload to, or store within the Services any viruses, worms, time bombs, Trojan horses and/or any other harmful or malicious codes, files, scripts, agents or programs.

- xi. Customer shall not interfere with, or disrupt, the integrity or performance of the Services or the data contained therein.
 - xii. Customer shall not attempt to gain unauthorized access to the Services or its related systems or networks.
 - xiii. Customer shall not use the Services in any fraudulent, harmful or misleading way or in any other way that violates any Applicable Law.
 - d. **Suspension.** Any use of the Services by Customer or its Authorized Users that, in Forerunner's reasonable judgment, imminently threatens the security, stability, integrity or availability of the Services, or otherwise harms other customers or third parties, may result in immediate suspension of the Services. Forerunner, however, will use commercially reasonable efforts under the circumstances to notify Customer in advance of such suspension and provide Customer with an opportunity to correct its usage prior to any such suspension. Forerunner will have no liability for any such suspension made in good faith. Additionally, unless this Agreement has been terminated, Forerunner will cooperate with Customer to restore access to the Services once it verifies that Customer has resolved the condition requiring suspension.
4. **Fees; Payment Terms; Taxes; Customer Acknowledgement.** Customer will pay Forerunner the fees described in any SOW attached to this Agreement for the applicable Services in accordance with the terms therein (the "**Fees**").
- a. **Fees.** Except as otherwise may be specified herein or in any SOW attached to this Agreement:
 - i. Fees are based on the Services purchased.
 - ii. Payment obligations are non-cancelable.
 - iii. Fees paid for services rendered are non-refundable.
 - iv. At the end of the Term (as measured from the start date of the Term), the Annual Fee will increase at a rate of up to 10% per year. The Annual Fee is applicable to multi-year contracts; whereas a one-year contract will be subject to Forerunner's current pricing upon renewal. The Annual Fee will be based on, among other factors, software enhancements that Forerunner has made or anticipates making to the Services, security and other updates to the Services
 - v. Upon the expiration of the Term, the Annual Fee for any subsequent renewal Term shall be subject to Forerunner's sole discretion and based on, among other factors, software enhancements that Forerunner has made or anticipates making to the Services, security and other updates to the Services, but at least a 10% increase over the prior Term's Annual Fee.
 - b. **Payment Terms.**
 - i. All amounts due for this Agreement and any SOW's attached to this Agreement shall be paid within thirty (30) days after invoice is received by Customer.
 - ii. Forerunner reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one half percent (1.5%) per month on any amount that is unpaid on such amount's due date, and on any other outstanding balance.
 - iii. Customer will pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind, for amounts owed or payable by Forerunner whether under this Agreement, Applicable Law or otherwise and whether relating to Forerunner's breach, bankruptcy or otherwise.
 - c. **Taxes.** Customer will be responsible for all taxes associated with Services.
 - d. **Customer Acknowledgement.** Customer acknowledges and agrees that although the Services may include legal-related information, no recommendations are being made by Forerunner regarding Customer's legal or other decisions related to any agreements, forms or related advice. Customer acknowledges that no Services provided by Forerunner constitutes investment, accounting, tax, or legal advice. Planning decisions made by Customer using Forerunner deliverables are done at the sole discretion and risk of the Customer and Forerunner is not responsible for the outcomes of any decisions.
5. **Term; Automatic Renewal; Termination.**
- a. **Term.** This Agreement is effective as of the MSA Effective Date and will continue thereafter for the Term specified in any SOW attached to this Agreement (the "**Initial Term**"), unless earlier terminated.

- b. **Renewal.** This Agreement may be renewed for additional periods, subject to written agreement of both parties.
- c. **Termination.**
 - i. Forerunner may terminate this Agreement in the event of a breach by Customer of any term or condition of this Agreement upon ten (10) days prior written notice (written notice includes an e-mail to the e-mail address provided by the Customer).
 - ii. In addition, Forerunner may terminate this Agreement immediately if the Customer becomes insolvent, files for bankruptcy or is adjudged to bankruptcy proceedings.
 - iii. Forerunner may also terminate this Agreement under other reasonable circumstances with thirty (30) days prior written notice, provided that Forerunner shall refund any pre-paid fees for the Term (pro-rated based on the number of days that have elapsed from the MSA Effective Date through the effective date of termination).
 - iv. Customer may terminate this Agreement for convenience or cause with thirty (30) days prior written notice.
 - v. **Effect of Expiration of Term; Termination; Survival.** Upon expiration of Term or earlier termination:
 - 1. The Services will terminate and each party will cease use of the other party's Confidential Information.
 - 2. Customer will pay Forerunner any remaining balance of the fees in full for the Services up to and including the last day on which the Services are provided.
 - 3. Forerunner may, but is not obligated to, delete stored Customer Materials.
 - 4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, perpetual licenses granted by Customer, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **Intellectual Property and Ownership.**

- a. **Forerunner Intellectual Property.**
 - i. All right, title and interest in, and to, the Services and the Forerunner Intellectual Property are and will remain with Forerunner and its licensors, if any, subject only to the Limited License granted to Customer in the next paragraph "**Limited License.**"
 - ii. **Limited License.** Forerunner grants Customer a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Services and Forerunner Intellectual Property during the Term solely in furtherance of Customer's internal government operations and not for the use by, or benefit of, any third party.
- b. **Customer Data.**
 - i. Other than as provided in this Agreement, Forerunner acknowledges and agrees that Customer will own all rights to, title in, and interest in Customer Data, and Forerunner will provide copies of Customer Data to Customer upon Customer's request. Customer grants Forerunner a perpetual, irrevocable, worldwide, royalty-free right and license to use Customer Data for business or commercial purposes including, but without limit to, performing the Services and exercising its rights hereunder, improving and enhancing the Services or other Forerunner services or offerings, and preparing reports and other interpretation of trends for analysis, analytics, marketing purposes; developing algorithms, creating or developing Confidential Data Sets, data applications or analytical programs; and for machine learning applications, whether or not in connection with the Services.

7. **Publicity and Marketing.** The parties agree that:

- a. Forerunner may include Customer's name and logo in its customer lists and on its website.
- b. Forerunner may issue communications, such as press releases, case studies, and testimonials that reference the relationship between Customer and Forerunner and the manner in which Customer is using the Forerunner solution.
- c. Customer will use reasonable efforts to act as a reference for Forerunner.

- d. Upon request by Customer, Forerunner shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of any such published materials.

8. Confidential Information.

- a. Each party as the "**Recipient**" understands that the other party as the "**Disclosing Party**" has disclosed or may disclose nonpublic, confidential or proprietary information relating to the Disclosing Party's business. In addition to all descriptions of Confidential Information in this Agreement, Confidential Information does not include information that:
 - i. Was rightfully known to the Recipient prior to such information being disclosed or made available to it in connection with this Agreement.
 - ii. Was or becomes generally known by the public other than by the Recipient's or Representative's noncompliance with this Agreement.
 - iii. Was or is received by the Recipient on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.
- b. As a condition to being provided with access to Confidential Information, Recipient agrees that it will:
 - i. Not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.
 - ii. Not disclose or permit access to Confidential Information other than to its Authorized Users, who need to know such Confidential Information for purposes of the Recipient's exercise of its rights or performance of its obligations under this Agreement and are bound by confidentiality obligations no less restrictive than those set forth herein, or to a third party if the Recipient is compelled by Applicable Law pursuant to a lawful court order or judicial subpoena (but in no event will the Recipient voluntarily provide any Confidential Information to any third party, whether governmental or otherwise).
 - iii. Safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.
- c. Notwithstanding the foregoing, Forerunner acknowledges that as a State of Florida municipality, Customer is subject to Chapter 119, Florida Statutes, and various other public records laws. As a contractor of Customer, Forerunner is also subject to Chapter 119, Florida Statutes and various other public records laws.

9. Representations and Warranties.

- a. **Customer.**
 - i. Customer represents and warrants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Forerunner and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any Applicable Law.
 - ii. Customer further represents and warrants that it will ensure that all Authorized Users will:
 - 1. Safeguard the Services and only use the Services in accordance with the terms and conditions set forth herein and not in any manner prohibited by this Agreement.
 - 2. Not use the Services or any Forerunner Intellectual Property in a manner or for any purpose that infringes, misappropriates or otherwise violates any law or Intellectual Property Right of Forerunner or other third party.
 - 3. Use the Services in compliance with all Applicable Laws.
- b. **Forerunner.** Forerunner represents and warrants to Customer that it will:
 - i. Perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
 - ii. Devote reasonably adequate resources to maintain the Services in a manner that minimizes errors and interruptions.

- iii. Employ commercially reasonable security measures in accordance with applicable industry practice in connection with its collection, storage and processing of Customer Materials.
- iv. Notwithstanding the foregoing, Forerunner will not incur any obligation or liability if the Services are unavailable:
 - 1. For scheduled maintenance.
 - 2. As a result of any satellite, broadband or network connectivity issues, interruptions or failures.
 - 3. As a result of any other circumstances beyond Forerunner's reasonable control, including, without limitation:
 - a. Customer's negligence or failure to use the Services properly or in accordance with the terms and conditions of this Agreement;
 - b. Customer's use of the Services in a modified form, or Customer's use of the Services in connection or combination with any third party software or hardware;
 - c. When Forerunner suspends the Services where it determines in its sole discretion that any data collection, processing, or transferring would be restricted or prohibited by Applicable Law
 - d. When Forerunner suspends or terminates Customer's access to the Services due to its good faith belief that Customer is involved in any type of fraudulent, misleading or unlawful activity relating to or in connection with any of the Services, or has otherwise failed to comply with the terms and conditions of this Agreement; and/or
 - e. Where Forerunner receives a judicial or other governmental order, subpoena or similar request that expressly or by reasonable implication requires Forerunner to suspend or terminate the Services.

10. **Disclaimer of Warranties.**

- a. Forerunner does not warrant that the Services will be uninterrupted or error free or be compatible with any other goods, services, or technologies.
- b. Forerunner does not make any warranty as to the data, reports, or results that may be obtained from use of the services, including the completeness or accuracy of such data, reports or results, including geocoding or data extraction, except as expressly set forth in this section.
- c. The Services are provided "AS IS" and Forerunner disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

11. **Indemnification.** Customer (the "**Indemnifying Party**") shall indemnify, defend and hold harmless Forerunner and its officers, directors, employees, agents, successors and assigns (collectively, the "**Indemnified Party**") against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees and the costs of enforcing any right to indemnification under this Agreement ("**Losses**"), arising out of or resulting from any third-party claim, suit, action or proceeding ("**Action**") arising out of, relating to or resulting from its:

- a. Breach of any representation, warranty, covenant or obligation under this Agreement.
- b. Use of the Services in a manner not authorized by this Agreement.
- c. Gross negligence, willful misconduct or fraud in connection with the performance of its obligations under this Agreement.
- d. The Indemnified Party will promptly notify the Indemnifying Party of the existence of any Action giving rise to a claim for indemnification under this section and will give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Indemnified Party will at all times have the right to participate in such defense at its own expense.

12. **Limitation of Liability.**

- a. **Limitation of Liability.** In no event will Forerunner be liable to Customer or to any third party under, or

in, connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and/or otherwise, for:

- i. Any loss of revenue or profit.
- ii. Cost of replacement goods or services.
- iii. Loss of goodwill or reputation.
- iv. Loss, damage, or corruption of any Customer Materials or reports provided as part of the Services.
- v. Losses caused by, or resulting from, any action, conclusion, decision or omission based on any data or reports provided as part of the Services.
- vi. Damage or losses caused by any third party materials used in connection with the services.
- vii. For any consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such party was advised of the possibility of such losses or damages were otherwise foreseeable.

- b. **Limitation of Aggregate Liability.** In no event will the aggregate liability of Forerunner in connection with this Agreement under any legal or equitable theory exceed the fees paid or payable by Customer to Forerunner in the twelve months preceding the action.

13. **Dispute Resolution.** In the event of a dispute arising under or relating to this Agreement, the parties agree to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, which is available at the AAA website www.adr.org. If those rules conflict with this provision, this provision shall control. The arbitration shall be conducted before a panel of one or more arbitrators. The arbitrator(s) shall be selected from the AAA's National Roster of Arbitrators pursuant to agreement between the parties or through selection procedures administered by the AAA. The arbitration may be conducted in person, through the submission of documents, by phone or online. If conducted in person, the arbitration shall take place in New York, New York. The arbitrator(s) shall determine the matters in dispute strictly in accordance with the terms of this Agreement and the substantive law of the State of New York, excluding its principles of conflicts of laws, except that the interpretation and enforcement of this arbitration provision shall be governed by the FAA. The parties agree that New York, New York, USA is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision herein is found to be unenforceable.

- a. **Arbitral Award.** The award of the arbitrator(s) shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accountings presented or pled to the arbitrators, provided that the Arbitrator(s) shall have no authority to award either party any special, punitive, indirect, incidental, or consequential damages (including damages for lost profits), or attorneys' fees or costs.
- b. **Court Litigation.** The parties may litigate in court and shall submit to the personal jurisdiction of the federal and state courts located in New York, New York for any action to do the following: (i) to compel arbitration; (ii) to stay proceeding pending arbitration; (iii) seek injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of a its copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, including any provisional relief required to prevent irreparable harm; (iv) to protect or defend the ownership, validity or enforcement of any Intellectual Property Rights; (v) or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- c. **Confidentiality and Admissibility.** The arbitration award and record, and any Confidential Information that is used at or in connection with the arbitration shall not be disclosed to third parties by the arbitrator(s) or the parties without the prior written consent of both parties. Neither the fact that the arbitration occurred nor the result of the arbitration shall be admissible in evidence in a subsequent proceeding brought on the same claims that were presented at the arbitration.

14. **Notices.** All notices under this Agreement will be provided in writing to the addresses set forth on the signature page and will be deemed to have been duly given when received as follows:

- a. Personally delivered.

- b. When receipt is confirmed by recipient and/or by email delivery notification if transmitted by facsimile or e-mail.
- c. The day after it is sent, if sent for next day delivery by recognized overnight delivery service.
- d. Upon receipt, if sent by certified or registered mail, return receipt requested.

15. Miscellaneous.

- a. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other third party any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of this Agreement.
- b. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
- c. In the event a conflict between this Agreement and a SOW arises, this Agreement will control, unless otherwise expressly provided in the SOW.
- d. The parties agree that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- e. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- f. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- g. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- h. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- i. Except as otherwise provided in this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, that Forerunner may assign any of its rights or delegate any of its duties under this Agreement without any prior written consent of Customer if such assignment or delegation is to a successor by consolidation, merger or operation of law or to a purchaser of all or substantially all of its assets.
- j. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Forerunner in any respect whatsoever.
- k. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- l. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- m. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- n. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- o. IF FORERUNNER 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 4100 INDIAN BAYOU TRAIL, DESTIN, FL 32541 TELEPHONE NUMBER (850) 837-4242.

i. FORERUNNER MUST:

- ii. Keep and maintain public records required by the public agency to perform the service.
- ii. Upon request from the public agency's custodian of public records, provide the public agency 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 chapter or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

n:16._____.

[Signature Page Follows]

Forerunner MSA Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the MSA Effective Date.

Forerunner Industries, Inc.

City of Destin, FL

Signed:

Signed:

Name: Susanna Pho

Name:

Title: Chief Operating Officer

Title:

Date:

Date:

Address: 548 Market Street #93531,
San Francisco, CA 94104

Address:

Statement of Work No. [1]

This Statement of Work No. [1] ("**SOW**"), effective as of **March 31st, 2023** (the "**SOW Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and the City of Destin, a State of Florida municipality ("**Customer**"). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**MSA**"), entered into by Forerunner and Customer on **March 31st, 2023**. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Customer Information

Customer Name: City of Destin, FL
Customer Address: 4200 Indian Bayou Trail, Destin FL 32541
Customer Contact Name: Michael Burgess
Contact Email: mburgess@cityofdestin.com
Contact Phone: 850-654-1119

Initial Term

[One (1) Year]

Fees

Item	Type	Cost
Forerunner Annual License	Yearly	\$25,000
One-time Set-up <i>Waived if signed by March 31st, 2023</i>	One-Time	\$10,000

Payment Terms

Forerunner's may be renewed for additional periods, subject to written agreement of both parties. As described in the Agreement, all amounts due shall be payable within 30 days after invoice is received by Customer.

Description of Forerunner Software and Services

1. **Software and Services.** Forerunner will provide the following software and services to the Customer:
 - a. **Data Extraction.** Forerunner will extract select fields (“Extracted Data”) from Customer’s archived and incoming Elevation Certificates, subject to the terms and conditions of the Master Services Agreement. List of extracted fields provided to Customer by request
 - i. **Data augmentation.** When available, data extraction will include:
 - b. Automated address geocoding, subject to the terms and conditions of the Master Services Agreement.
 - c. Automated parcel assignment, subject to the terms and conditions of the Master Services Agreement.
 - d. FIRM data assignment.
 - e. Datum conversion.
 - b. **Software.** As part of its ongoing Software offering, Forerunner will provide the following:
 - i. Accounts for up to five (5) users. Additional seats available for added fee.
 - ii. Forerunner internal dashboard
 - a. Elevation Certificate management.
 - i. Internal Elevation Certificate upload.
 - ii. Elevation Certificate table with filtering.
 - iii. Elevation Certificate download.
 - b. Internal document management.
 - i. Internal per-property document upload and storage.
 - c. Activity tracking.
 - i. Activity tracking for internal actions taken in dashboard.
 - ii. Per-property comment tracking.
 - d. Substantial Improvement and Damage tracking
 - e. Mapping.
 - i. FIRM map overlay(s) where available.
 - ii. Address search.
 - iii. Per-property building attribute data, where available.
 - f. Automated Elevation Certificate error detection for:
 - i. Residential structures only.
 - ii. Documents with form dates more recent than 2015.
 - iii. Documents with issue dates more recent than Effective FIRM date for location.
 - g. Per-property communication log.
 - i. Log export.
 - h. Dashboard permissions.
 - i. Segmented access to dashboard functionality by role type.
 - ii. Ability to add new users and set roles.
 - iii. Public Website.
 - a. Elevation Certificate public search including:
 - i. Elevation Certificate table filtering by address, parcel ID, Block, Lot, and more.
 - ii. PDF document view.
 - b. Public property profiles displaying flood risk information.

- i. Share public profile functionality and communication log tracking on internal dashboard.
 - c. Property search by address.
- 2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training. Additionally, Forerunner will import and extract Customer's existing Elevation Certificate archive, as made available by Customer, during initial onboarding period. Customer will be responsible for uploading Elevation Certificates to Forerunner after initial onboarding period.
- 3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.
- 4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
- 5. **Customization and Consulting.**
 - a. Customer will notify Forerunner of changes in FIRM data that warrant updates from FEMA's Map Service Center.
 - b. Data incorporated into dashboard is obtained from Vendors at Forerunner's discretion. Incorporating additional data sources into the Services may be possible for an additional fee, to be negotiated as needed.
 - c. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate SOW.
 - d. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
- 6. **Termination.** Extracted Data will be made available to Customer for 90 days following the termination of this Statement of Work.

[Signature Page Follows]

Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

Forerunner Industries, Inc.

City of Destin, FL

Signed:

Signed:

Name: Susanna Pho

Name:

Title: Chief Operating Officer

Title:

Date:

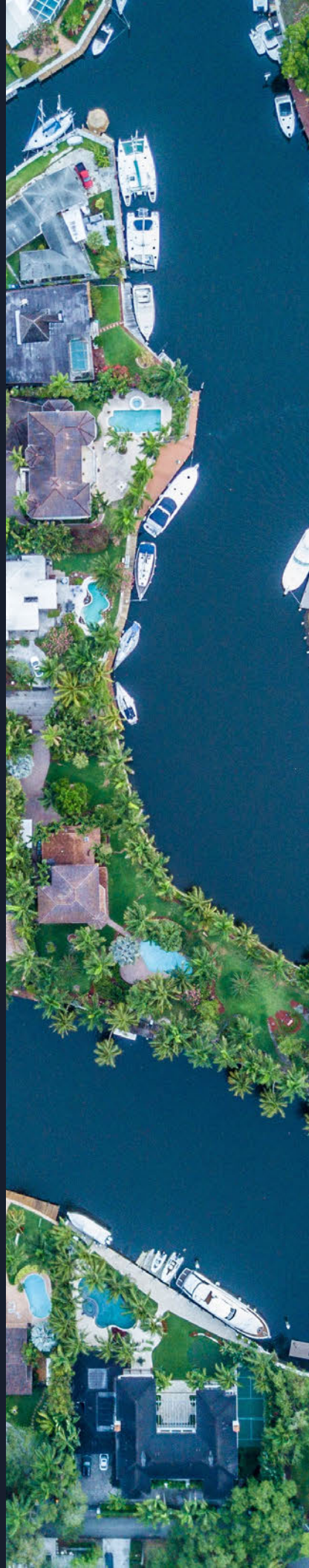
Date:

Address: 548 Market Street #93531,
San Francisco, CA 94104

Address:

Forerunner Overview

FORERUNNER



Forerunner's Floodplain Platform

Thank you for your interest in Forerunner! Please see below for some of the key features and benefits of our software for your administration.

Sample of some of
Forerunner's unique features

- Automated Elevation
Certificate Processing
- Automated Elevation
Certificate Error Detection
- FEMA Floodplain
Models/Maps
- Custom Floodplain
Models/Maps
- Property Lookup &
Determinations
- SI/SD Tracking
- Resident Interaction
Tracking
- Resident Property Profiles
- & more...

Significant time savings & efficiency

Forerunner's software automation will create significant efficiencies for your team by aggregating disparate flood information into a single dashboard and automating many workflows & reports.

NFIP & CRS

As FEMA increases the scrutiny on NFIP communities, Forerunner's features can play a key role to ensure that your community stays compliant with all regulations and your citizens continue to receive your CRS insurance discount. Forerunner is typically able to increase the number of activities our partners can submit for their Community Rating System program, and increase the size of their insurance discount to residents.

More granular data on per-property risk

The data that Forerunner aggregates from your Elevation Certificates and other sources can be critical for resilience & adaptation planning, Benefit Cost Analysis, and improving the strength of your State & Federal grant applications.

Increase risk communication with residents

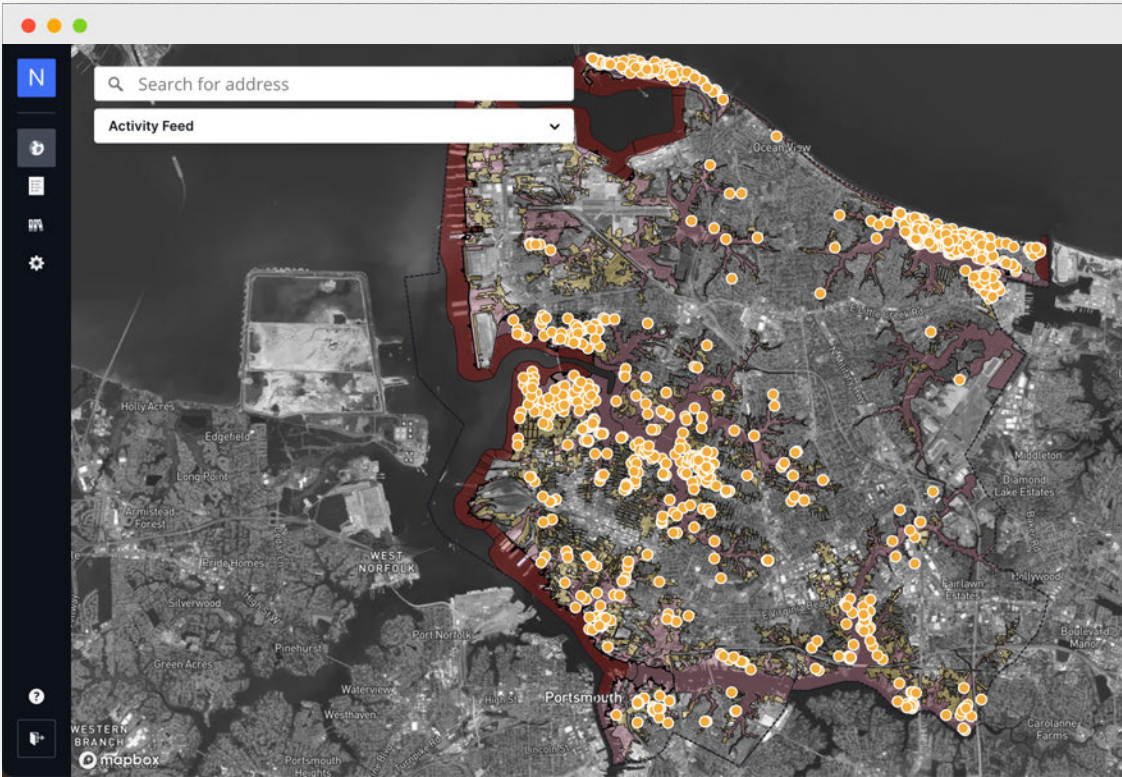
Forerunner's property profiles enable communities to connect directly with residents and educate them about potential flood risks. By making Elevation Certificates publicly available online, municipalities can minimize costs for residents.

If you have any questions please do not hesitate to contact me. I appreciate your interest and hope that we will have the opportunity to work with your team.

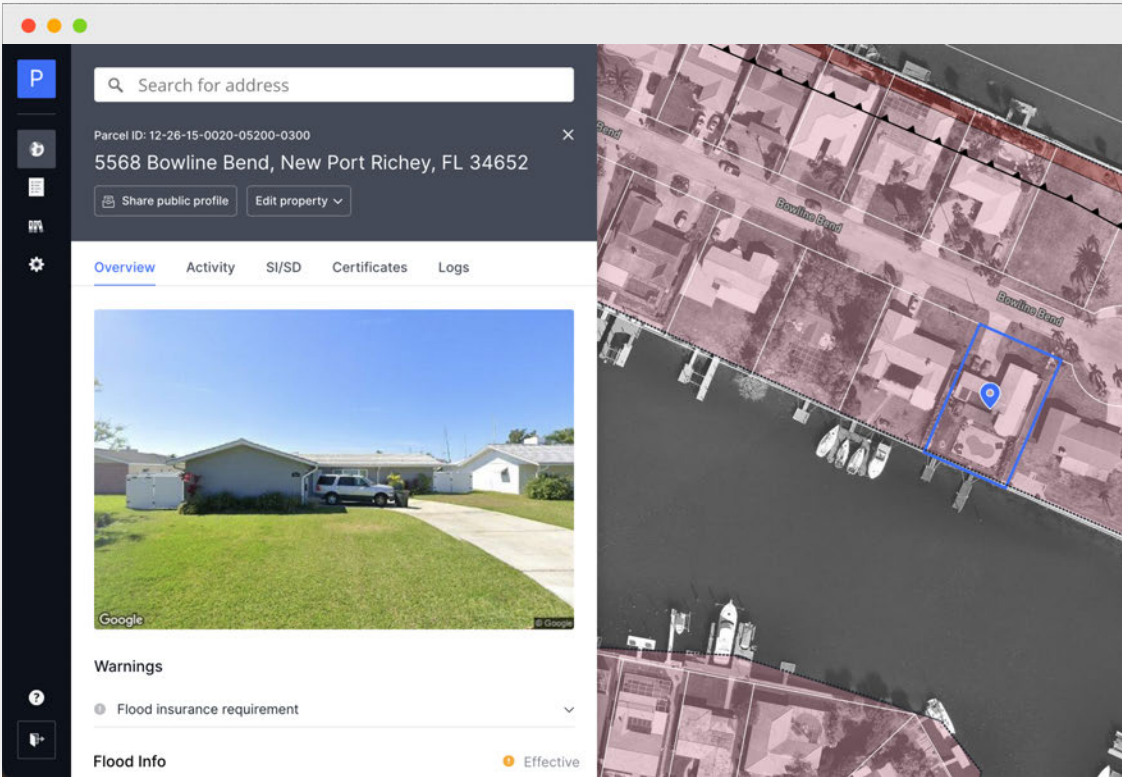
JT White
CEO, Forerunner
jt@withforerunner.com

FORERUNNER

Forerunner's floodplain management dashboard will aggregate all of your community's flood data into an easy-to-use geospatial tool for use internally.

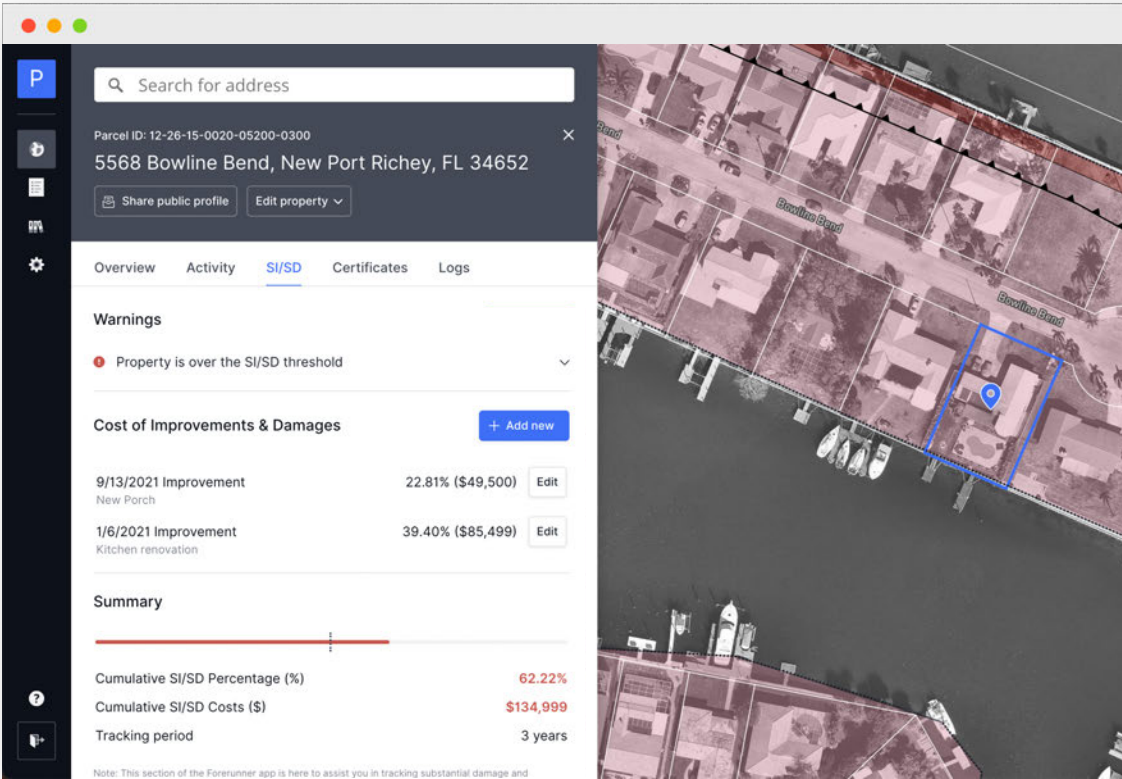


Forerunner gives you the ability to track critical floodplain data across all of your properties, including FIRM determinations, parcel data, SI/SD, files, logs, and more.

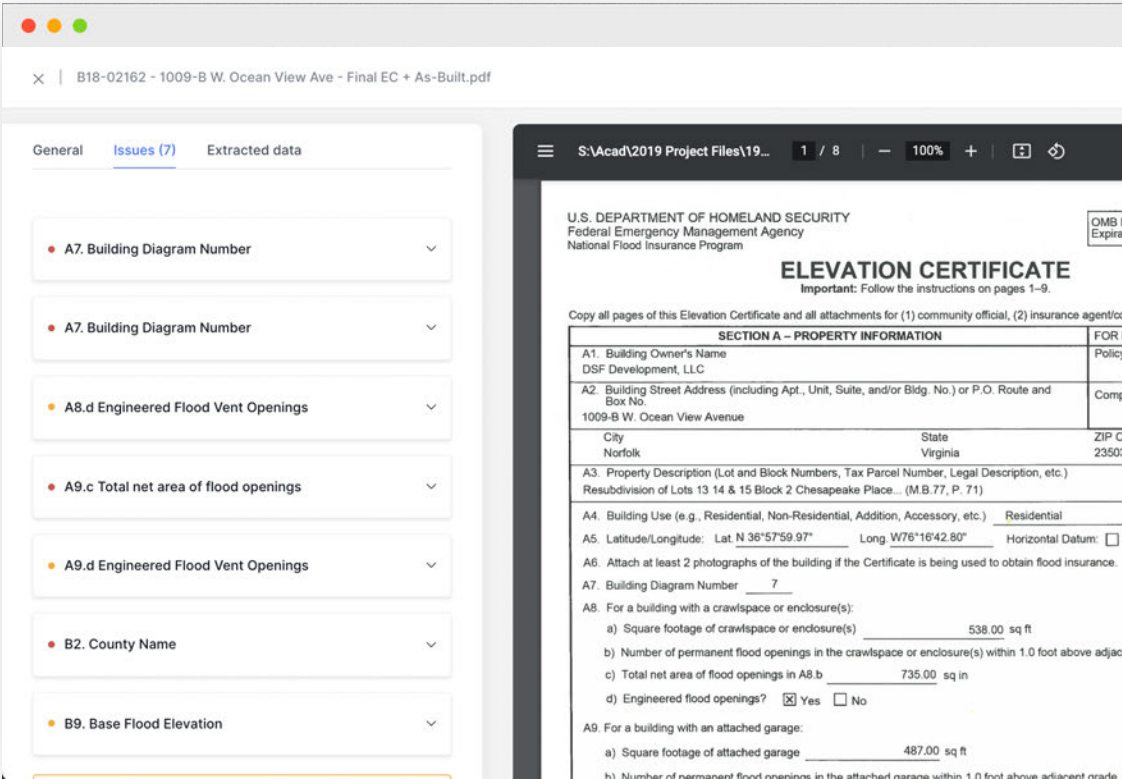


FORERUNNER

Forerunner's SI/SD tracking automatically calculates a structure's total assessed value and allows you to track Substantial Improvement and Damage costs over time, ensuring that you stay compliant with NFIP regulations.

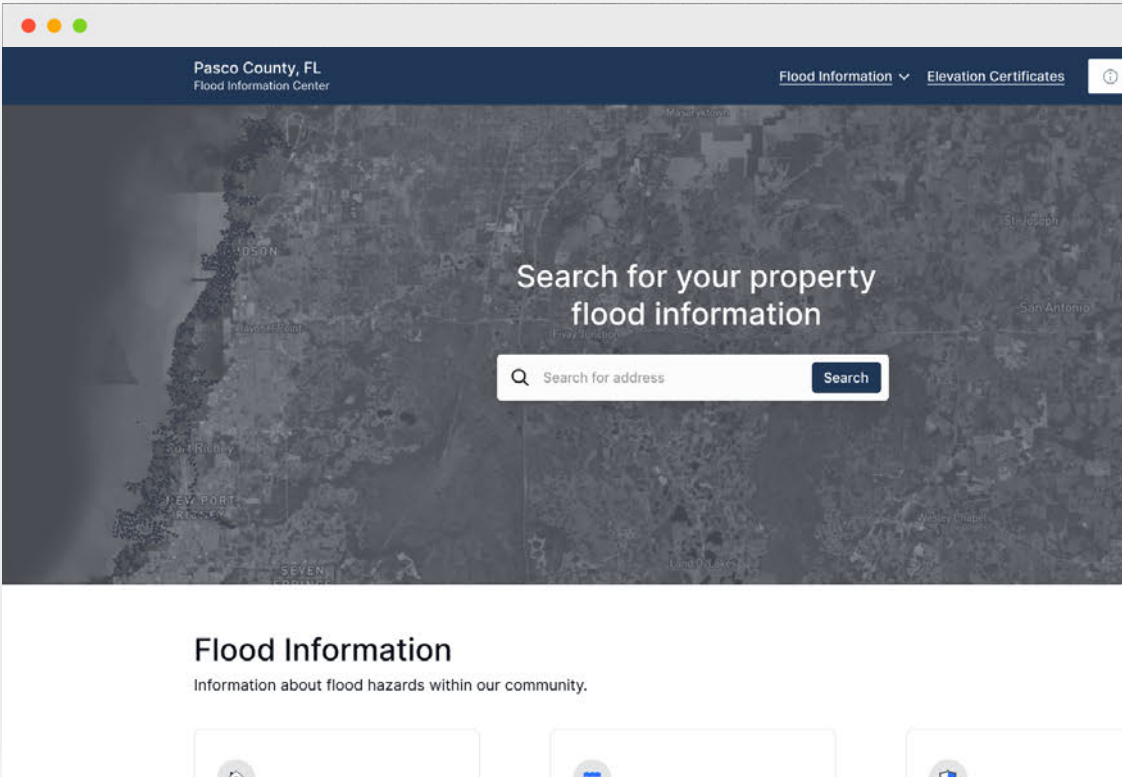


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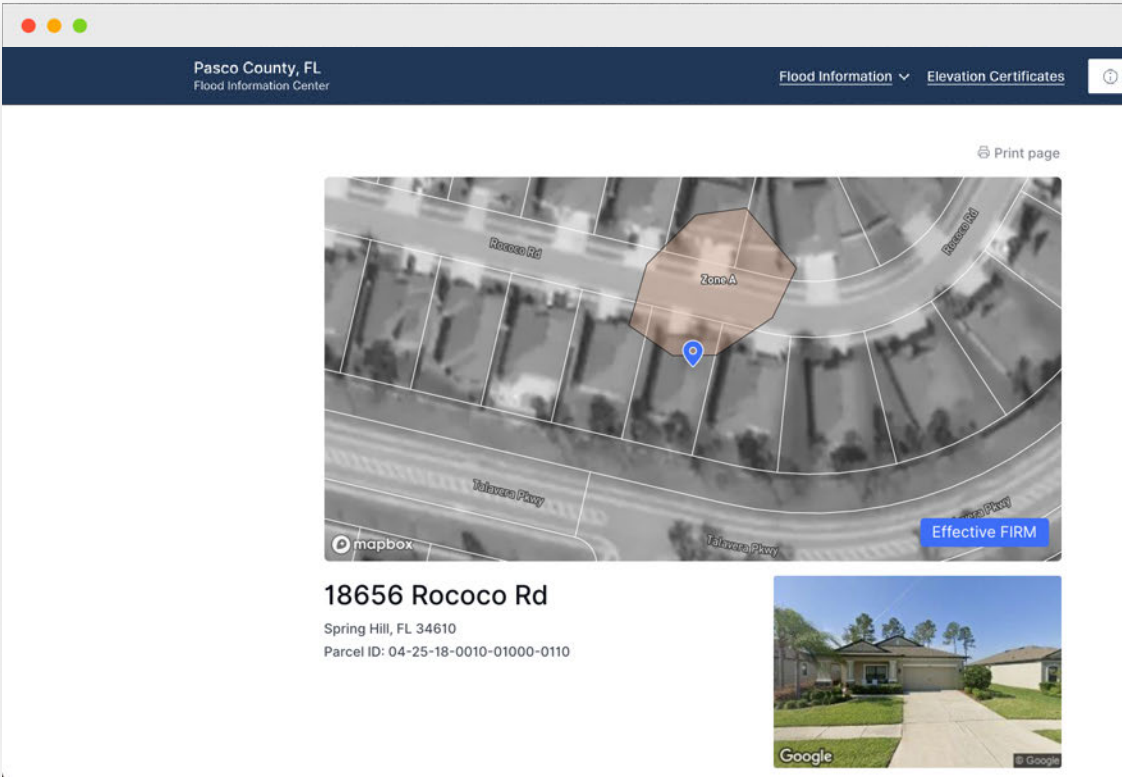


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Forerunner will spin up a white-labeled Flood Information Center for your community, helping your team communicate flood risk to the public, while also collecting credits for CRS activity 352.c.

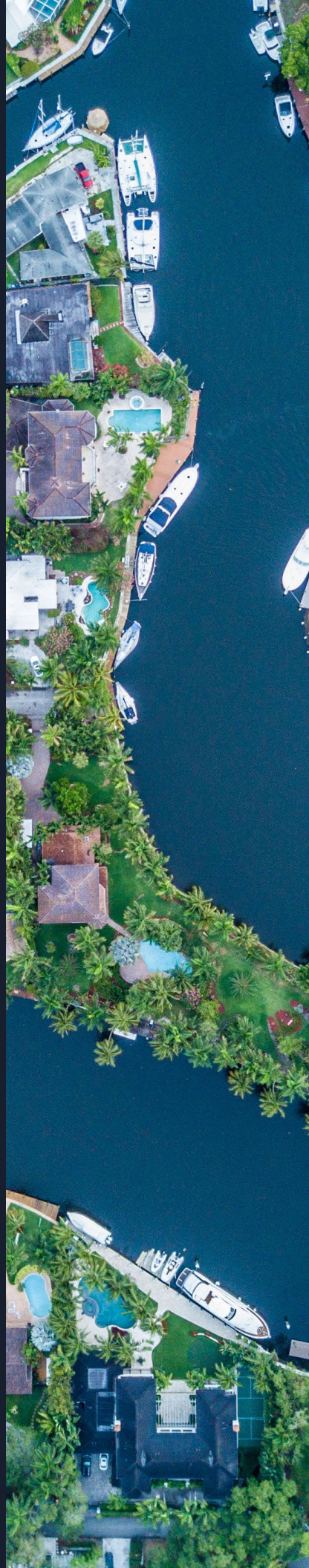


Forerunner generates unique public profiles for every property in your community. Each property profile includes a read-only version of your flood data to be shared with homeowners, contractors, insurance agents, and more...



Forerunner Community Rating System Overview

FORERUNNER



CRS credits we can directly capture

Listed below are activities that your community can receive credit for as a result of implementing Forerunner's software suite. All you have to do is use Forerunner and submit documentation for each activity.

Activity	Forerunner feature	Max Credits
352.c Flood Protection Website	Resident App	20
442.a Additional Map Data	Map	120
Total credits		140

CRS credits our software can facilitate

Listed below are activities that Forerunner's software facilitates by making it easier to maintain participation through digitizing workflows and simplifying documentation.

312.a Maintaining Elevation Certificates	EC Management	38
312.b Maintaining Elevation Certificates for post-FIRM buildings	EC Management	48
312.c Maintaining Elevation Certificates for pre-FIRM buildings	EC Management	30
322.a Basic FIRM Information	Map, Property database	30
322.b Additional FIRM Information	Map, Property database	20
362.a. Property protection advice	Map, Property database, CRS Logs	40
362.b. Protection advice provided after a site visit	Map, Property database, CRS Logs	45
362.c. Financial assistance advice	Map, Property database, CRS Logs	15
372.d Technical assistance	CRS Logs	20
432.d Cumulative substantial improvements	Substantial Improvement Tracking	90
512.d. Substantial Damage Management Plan	Map, Property database	90
Total credits		466

Forerunner Pricing Proposal

Prepared for City of Destin, FL

FORERUNNER



Forerunner's Floodplain Platform

Dear Destin team — thank you for your interest in Forerunner! I've highlighted some of the key features and benefits of our software for your administration below.

Sample of some of
Forerunner's unique features

- Automated Elevation
Certificate Processing
- Automated Elevation
Certificate Error Detection
- FEMA Floodplain
Models/Maps
- Custom Floodplain
Models/Maps
- Property Lookup &
Determinations
- SI/SD Tracking
- Resident Interaction
Tracking
- Resident Property Profiles
- & more...

Significant time savings & efficiency

Forerunner's software automation will create significant efficiencies for your team by aggregating disparate flood information into a single dashboard and automating many workflows & reports.

NFIP & CRS

As FEMA increases the scrutiny on NFIP & CRS communities, **Forerunner's features can play a key role to ensure that your community stays compliant with all regulations and your citizens continue to receive your ~\$689k CRS insurance discount.** Forerunner is typically able to increase the number of activities our partners can submit for their Community Rating System program, and increase the size of their insurance discount to residents.

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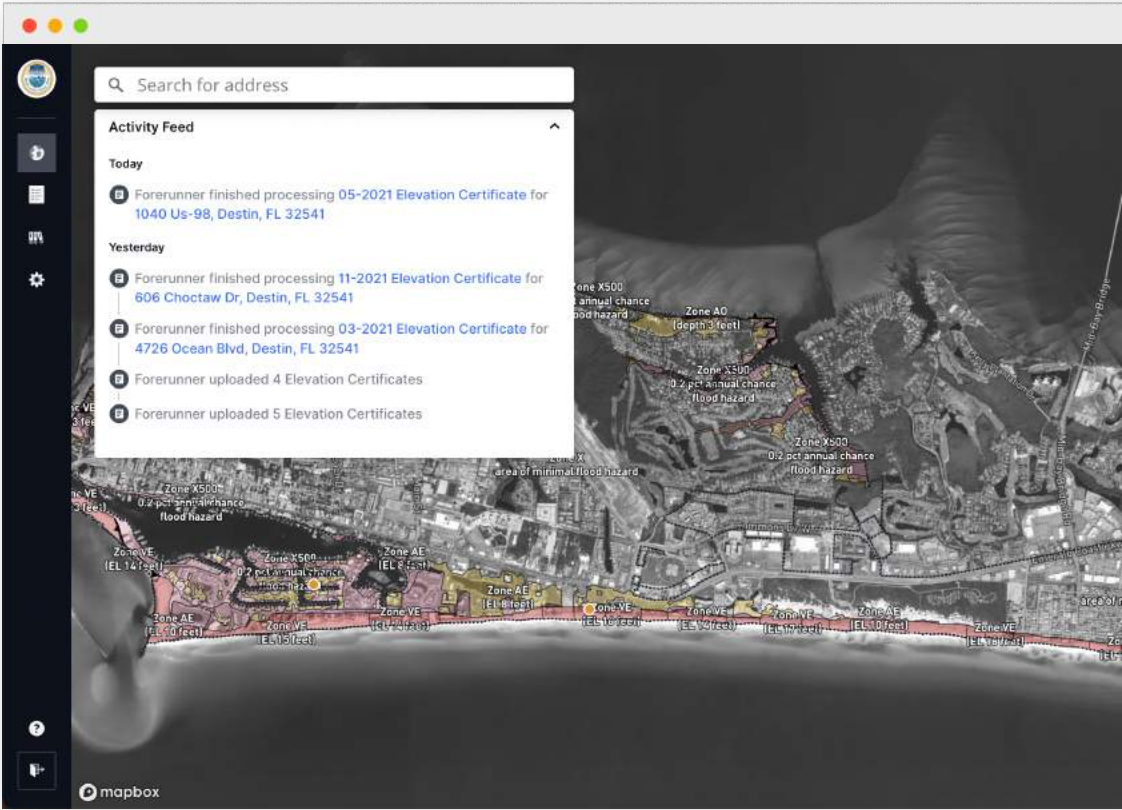
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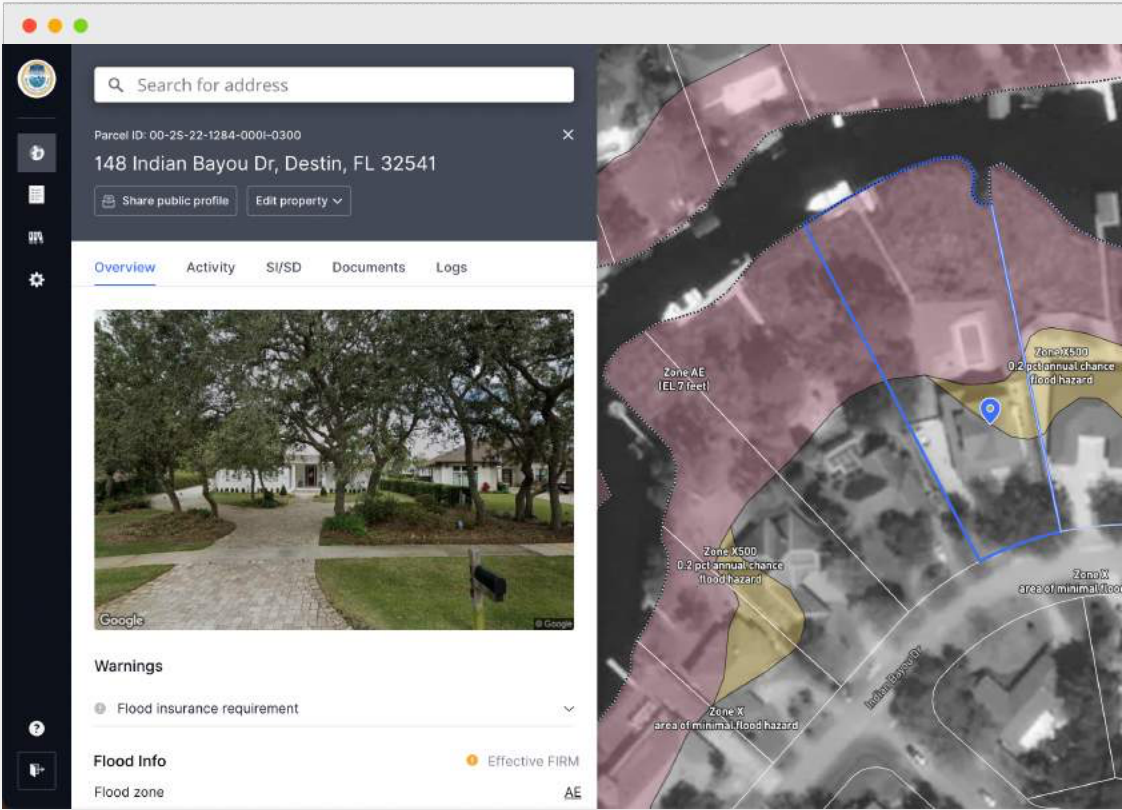
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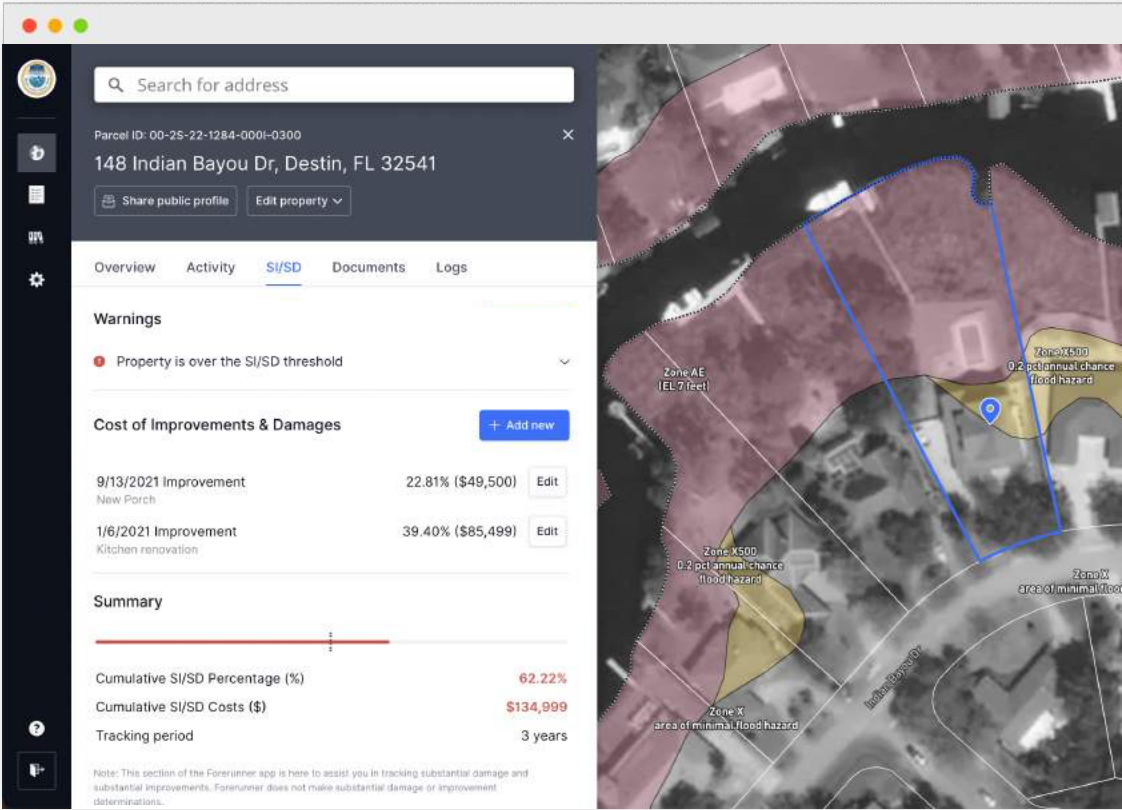


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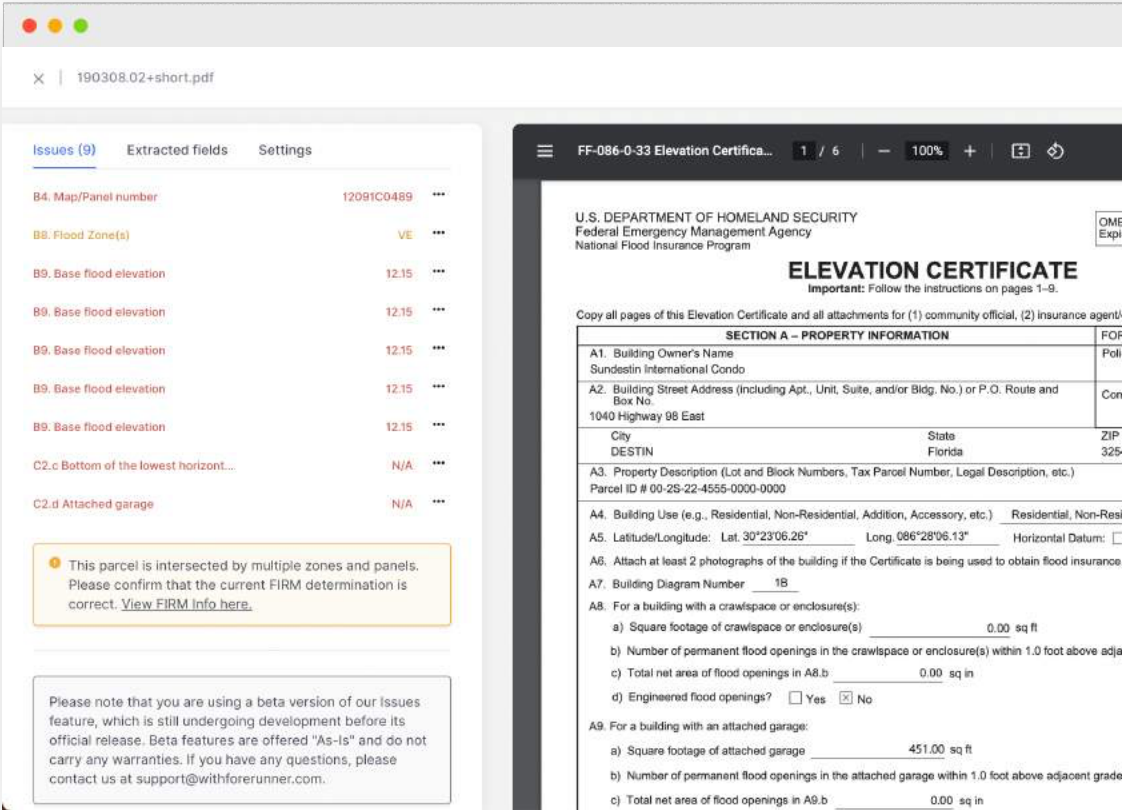


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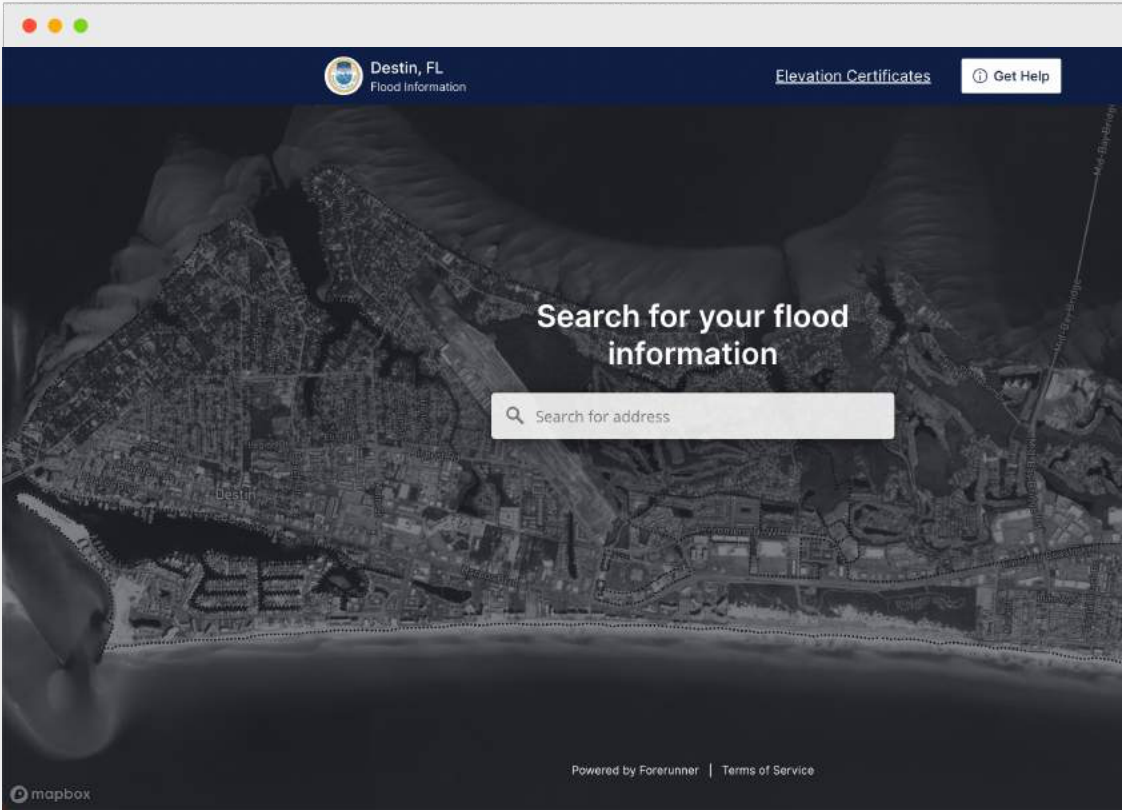


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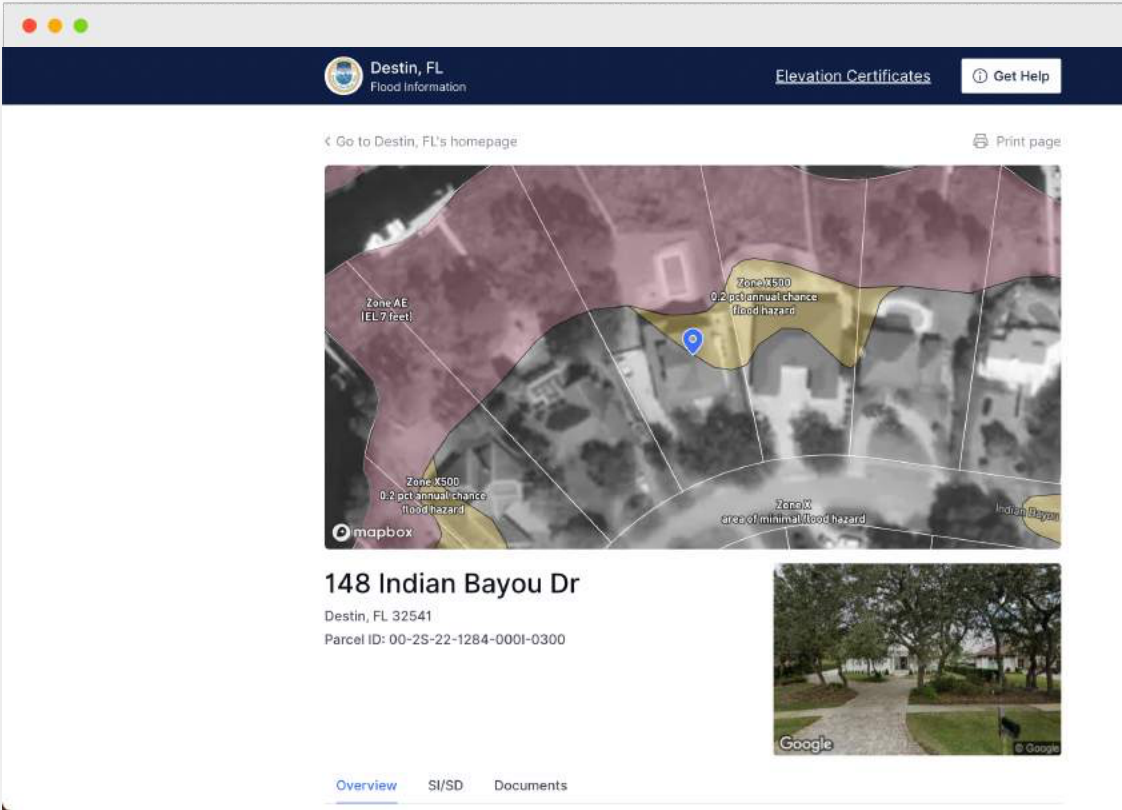


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Preliminary pricing overview

Prices are subject to change as Forerunner and City of Destin, FL further define and agree upon details of the Forerunner License and any customizations.

Offer Date	November 14th, 2022
License size	Medium Tier License
License term	1 year
License cost	\$25,000 / year • License provides a single municipality access to the Forerunner government dashboard & white-labeled public flood website for the License term. • Software as a Service (SaaS): fully hosted & maintained, cloud-based web platform. • Dedicated Account Manager for each License holder. • License provides accounts for up to 5 users within organization. • The license cost does not include any integrations or account customizations, which may be an additional fee.
One-time setup cost	\$10,000 Fee WAIVED if customer makes decision to purchase by March 31st, 2023 One-time setup cost includes account creation, dashboard and public flood website configuration, and Elevation Certificate archive processing.

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512.d. Substantial Damage Management Plan	Map, Property database	90
Total credits		466

Sole Source Justification Letter

Forerunner is software designed to help with Floodplain Management and the Community Rating System (CRS). Our Municipal dashboard simplifies workflows and saves time for resource-constrained communities, while our Resident App provides a turn-key Flood Information Center for residents.

Forerunner Industries, Inc. is the only vendor that provides a unique suite of software that allows municipalities to efficiently manage their floodplain management programs, monitor aspects of compliance with the National Flood Insurance Program (NFIP), and streamline activities related to the Community Rating System (CRS) program. Forerunner is also the only vendor available that has developed software customized for the extraction of data from Elevation Certificates and for parcel-level floodplain management analysis.

Forerunner Industries, Inc. is the sole creator and distributor of our cloud-based Floodplain Management software solution and has no other distributors or authorized repair/service centers.

Forerunner's unique features:

- Feature 1: Automated data extraction for all Elevation Certificate types (1983 - 2022)
- Feature 2: Automated Elevation Certificate geocoding to a point and parcel
- Feature 3: Automated datum conversion of elevation data by geocoded point
- Feature 4: Automated Lowest Floor Elevation selection from EC for NFIP standards
- Feature 5: Automated Lowest Floor Elevation selection from EC for Highest Regulatory Standards
- Feature 6: Automated Error Detection for Elevation Certificates
- Feature 7: Ability for users to ignore errors detected on Elevation Certificates
- Feature 8: Automated property warnings for NFIP & Highest Regulatory Standards compliance issues
- Feature 9: Automated property warnings for Effective & Preliminary map changes
- Feature 10: Automated parcel-level Flood Zone, Base Flood Elevation, Freeboard, Floodway, Coastal A & Pre/Post-FIRM determinations.
- Feature 11: Automated parcel-level Flood Zone, Base Flood Elevation determinations from custom maps & models.
- Feature 12: Capability for user to change Flood Zone, Base Flood Elevation, Floodway, Coastal A determinations.
- Feature 13: Customized Freeboard settings per account.
- Feature 14: Tracking for Substantial Improvement and Damage Costs linked to map and Flood Zone data.
- Feature 15: Automated SI/SD Threshold calculations.
- Feature 16: Customizable Tax Assessment Adjustment Ratio per account.
- Feature 17: Customizable SI/SD Threshold percentages per account.
- Feature 18: Customizable SI/SD cumulative tracking period per account.
- Feature 19: Visualization of SI/SD costs against threshold.
- Feature 20: Tracking of resident floodplain management interaction logs for CRS purposes with export.
- Feature 21: Tracking of resident floodplain management interaction logs on address level.
- Feature 22: Automated tracking of flood information requests through Resident-facing Flood Information Center.
- Feature 23: Resident-facing Flood Information Center hosted by Forerunner.
- Feature 24: Pre-written Flood information templates for CRS activity 352.c.
- Feature 25: Automated syncing of Elevation Certificates to Resident-facing Flood Information Center.
- Feature 26: Search for Elevation Certificates on Resident-facing Flood Information Center.
- Feature 27: Contact form for flood information requests on Resident-facing Flood Information Center.

CITY OF DESTIN Budget Internal Transfer Form

Fiscal Year 2023
 Period 6
 Ref 1 BUA
 Ref 2 ADJ

Short Description TXFR FOR SOFTWARE
 Effective Date 3/20/2023
 Budget Year Code 1

Entity Code 1
 Amendment Type* 1
 Budget Projection Inclusion One Time

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)increase (D)decrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0153800 STORMWATER MGMT	531000 PROFESSIONAL SVCS		TXFR FOR FORERUNNER SOFTWARE	D	\$ 12,500.00	\$ 27,500.00	\$ 15,000.00
0153800 STORMWATER MGMT	552025 OP SOFTWARE		TXFR FOR FORERUNNER SOFTWARE	I	\$ 12,500.00	\$ 232.74	\$ 12,732.74
11152441 BUILDING DEPT	531000 PROFESSIONAL SVCS		TXFR FOR FORERUNNER SOFTWARE	D	\$ 12,500.00	\$ 77,807.50	\$ 65,307.50
11152441 BUILDING DEPT	552025 OP SOFTWARE		TXFR FOR FORERUNNER SOFTWARE	I	\$ 12,500.00	\$ 140,191.39	\$ 152,691.39

Note
 INTERNAL TRANSFER TO PURCHASE FORERUNNER SOFTWARE
 FOR FLOODPLAIN/STORMWATER MANAGEMENT AND FOR
 BUILDING OFFICIAL STAFF

Created by: KS
 Entered by: _____
 Approved by: _____
 Date 3/15/23

CITY of DESTIN, FL



YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
01 -53-538-00-00-5540-00-	500.00	500.00	BKS, SUBS, MEMBERSHIPS 619.95	0.00	0.00	-119.95	124.0%
01 -53-538-00-00-5550-00-	3,000.00	3,000.00	TRAINING 659.00	0.00	0.00	2,341.00	22.0%
01 -53-538-00-00-555025-	90.00	90.00	IT TRAINING ALL STAFF 0.00	0.00	131.15	-41.15	145.7%
TOTAL STORMWATER MANAGEMENT	300,926.00	303,068.90	67,408.96	0.00	34,542.32	201,117.62	33.6%
TOTAL GENERAL FUND	300,926.00	303,068.90	67,408.96	0.00	34,542.32	201,117.62	33.6%
TOTAL EXPENSES	300,926.00	303,068.90	67,408.96	0.00	34,542.32	201,117.62	
GRAND TOTAL	300,926.00	303,068.90	67,408.96	0.00	34,542.32	201,117.62	33.6%

** END OF REPORT - Generated by Krystal Strickland **

FOR 2023 13

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
111 BUILDING FUND						
11152441 BUILDING INSPECTIONS						
111 -52-524-41-00-512000-						
652,202.00	655,338.58				426,627.51	34.9%
111 -52-524-41-00-514000-	0.00				-1,493.34	100.0%
0.00						
111 -52-524-41-00-521000-						
7,468.00	7,513.48				4,249.15	43.4%
111 -52-524-41-00-522000-						
67,723.00	68,115.07				43,808.32	35.7%
111 -52-524-41-00-523000-						
149,752.00	149,752.00				109,224.48	27.1%
111 -52-524-41-00-524000-						
15,869.00	15,869.00				8,011.50	49.5%
111 -52-524-41-00-531000-						
100,000.00	100,000.00				77,807.50	22.2%
111 -52-524-41-00-531003-						
75,000.00	75,000.00				71,370.00	4.8%
111 -52-524-41-00-540000-						
11,450.00	11,450.00				11,269.50	1.6%
111 -52-524-41-00-541025-						
8,325.00	8,325.00				4,569.93	45.1%
111 -52-524-41-00-544000-						
0.00	0.00				-159.57	100.0%
111 -52-524-41-00-545000-						
14,229.00	14,229.00				101.00	99.3%
111 -52-524-41-00-546000-						
10,925.00	11,751.01			2,984.46	8,376.22	28.7%
111 -52-524-41-00-546025-						
4,320.00	4,320.00				4,320.00	.0%
111 -52-524-41-00-547000-						
1,600.00	1,600.00				521.07	67.4%
111 -52-524-41-00-547025-						
1,080.00	1,080.00				1,080.00	.0%
111 -52-524-41-00-549001-						
37,100.00	37,100.00				31,198.68	15.9%
111 -52-524-41-00-551000-						
2,500.00	2,500.00				1,923.84	23.0%
111 -52-524-41-00-552000-						
12,090.00	12,090.00				10,544.20	12.8%

CITY of DESTIN, FL



YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
111 -52-524-41-00-552025- 21,941.00 <i>I</i>	22,775.40	OPS SOFTWARE & WORKSTATIONS 7,535.95	0.00	1,148.06	<i>✖</i> 14,091.39	38.1%
111 -52-524-41-00-554000-	1,580.00	SUBS. MEMBERSHIPS 556.45	0.00	0.00	1,023.55	35.2%
111 -52-524-41-00-555000-	8,300.00	TRAINING 159.00	0.00	0.00	8,141.00	1.9%
111 -52-524-41-00-555025-	405.00	IT TRAINING ALL STAFF 0.00	0.00	716.94	-311.94	177.0%
TOTAL BUILDING INSPECTIONS 1,203,859.00	1,209,093.54	367,949.96	0.00	4,849.59	836,293.99	30.8%
TOTAL BUILDING FUND 1,203,859.00	1,209,093.54	367,949.96	0.00	4,849.59	836,293.99	30.8%
TOTAL EXPENSES 1,203,859.00	1,209,093.54	367,949.96	0.00	4,849.59	836,293.99	
GRAND TOTAL 1,203,859.00	1,209,093.54	367,949.96	0.00	4,849.59	836,293.99	30.8%

** END OF REPORT - Generated by Krystal Strickland **

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

THRU:

FROM:

DATE: March 13, 2023

SUBJECT: Public parking support for Destin's 66th Annual Blessing of the Fleet and Community Fish Fry on Thursday, May 18, 2023

I. BACKGROUND: The Blessing of the Fleet was the catalyst for beginning Destin's Annual Week of Blessings activities. The Destin Week of Blessings Committee and the Immanuel Anglican Church have requested that the city waives the parking fees at the Marler Parking Lot on Harbor Blvd on Thursday, May 18, 2023, beginning at 3:00 PM in support of this long-standing community event.

II. DISCUSSION: Immanuel Anglican Church is the event sponsor, but the Church of Destin and the entire community participate in this event. The Blessings of the Fleet Committee will post appropriate signs (Atch)

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The council has granted approval to waive the parking fees at the Marler Parking Lot in support of this event annually since 2019.

IV. RECOMMENDED MOTION: I move to waive the parking fees at the Marler Parking Lot on May 18, 2023 for the 2023 Blessing of the Fleet.

Attachments:

1. Request for Parking Support_66th Annual Blessing of the Fleet
2. Free Parking Sign



The Rev. Caleb A. Miller, Rector

Consent Agenda Request for Destin's City Council

(Submitted 6 Mar 2023)

Request for Parking Support for Destin's 66th Annual Blessing of the Fleet and Community Fish Fry, Thursday, May 18 May 2023

Whereas: The City of Destin recognizes the importance of maintaining a vibrant active harbor, and
Whereas: The City of Destin has always been supportive of its charter fishing fleet and the many commercial seaborne vessels that make their living from the sea or support our many visiting tourists, and
Whereas: We want to invoke God's continued protection and blessing upon those who make their living from the sea:

Therefore: The Destin Week of Blessings (BOF) Committee requests the City of Destin continue as an official sponsor of this year's 66th annual Blessing of the Fleet by waiving or suspending the city's Marler parking lot fees on Harbor Blvd on Thursday, May 18, 2023, in support of Destin's 66th Blessing of the Fleet community event.

The BOF committee will post appropriate signs at the parking lot denoting that the parking fee has been suspended for that one day.

BOF Date: Thursday, May 18, 2023, 4 pm (always Ascension Day, 40 days after Easter).

Location: On the docks at the Destin Fishing Fleet Marina, behind Brotula's restaurant.

Background-Blessing of the Fleet:

- The Blessing of the Fleet is Destin's second oldest tradition beginning in May 1958 (second only to the annual Fishing Rodeo).
- The Blessing of the Fleet was the catalyst for the beginning of Destin's Week of Blessings activities which are now held annually in conjunction with the Blessing of the Fleet.
- The Blessing is available to all vessels who make their living from the sea.
- Immanuel Anglican Church is the event sponsor, but the Church of Destin and the entire community participates in this event.

Respectfully submitted,

Rev Caleb Miller
Rector, Immanuel Anglican Church



TODAY, Thursday

by order of

City of Destin

**FREE
PARKING**

from 3pm~until...

**In support of Destin's
annual Blessing of the Fleet**

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.E.**TO:** City Council**THRU:** Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney
Ryan Scott, City Engineer**FROM:** Jeffrey Cozadd, Grants Manager**DATE:** 3/8/23**SUBJECT:** Easement consent for the placement of utility undergrounding equipment

I. BACKGROUND: The undergrounding of utilities project is an initiative identified as part of the City's Strategic Plan. The City has decided to move forward with Phase 1 of the project which includes the undergrounding of utilities along Highway 98 from Marler Bridge to Airport Road.

II. DISCUSSION: Florida Power and Light is currently preparing the Binding Cost Estimate for Phase 1 of the Utility Undergrounding Project. The major component needed to prepare the binding cost estimate is the engineering design. The design has identified approximately where the necessary FPL equipment will need to be located. Three of these locations are on city-owned property. FPL is requesting an easement consent form be signed by the property owners so that they are able to finalize the equipment locations and then complete their design. The actual easement will be done after the equipment is installed so that the easement accurately describes the location where the equipment has been placed.

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

II. Enhanced quality of life and safety for families

IV. Effective, efficient, and aesthetically pleasing infrastructure

VI. A green and sustainable environment

FY2023 Council Objectives - Important Priority:

1.5 Underground Utilities

B. Effect on Budget (EOB): none

C. Level of Service (LOS): Level of Service will increase as the undergrounding of utilities will bring the following benefits to the City:

- * Improved safety
- * Reduced maintenance
- * Better aesthetics
- * Potential increase in economic development.

D. Legislative Sponsor: Dewey Destin

III. CONCLUSION: Staff recommends that the City allow these easements for the placing of FPL equipment related to the undergrounding of utilities. At this time, these are just "agreements to agree" in the future and not legally enforceable. The final easements will be brought to Council for consideration at a future date.

IV. RECOMMENDED MOTION: I move that the City council authorize the City Manager to execute the easement consent forms for FPL equipment placement related to the utility undergrounding projects at the following City-owned properties: 285 Harbor Boulevard (two locations) and 206 Harbor Boulevard (one location).

Attachments:

1. 206 Harbor Transformer Project
Consent Form
2. 285 Harbor Transformer Project
Consent Form
3. 285 Harbor Primary Cabinet Project
Consent Form
4. City of Destin Easements



UTILITY CONSULTANTS of FLORIDA

Utility Consultants of Florida is requesting a written consent to proceed with the City of Destin Utility Undergrounding Project. This is confirmation that we have discussed the need for an easement for the equipment necessary to service your property and the community safely. Florida Power and Light is providing the easement documents and UCoF will contact you when available.

Contact name:

Title:

Name of Business: City of Destin Cpt Royal Melvin Park (10'x10' Transformer)

Address: 206 Harbor Boulevard

Signature:

Date:

Email:

Comments:

Thank you,



Leanne Haely

UTILITY CONSULTANTS of FLORIDA

Project Manager/Easement Acquisition

lhaely.ucof@gmail.com

614-579-4193



UTILITY CONSULTANTS of FLORIDA

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Contact name:

Title:

Name of Business: City of Destin Public Parking (10'x10' Primary Cabinet Placement)

Address: 285 Harbor Boulevard

Signature:

Date:

Email:

Comments:

Thank you,



Leanne Haely

UTILITY CONSULTANTS of FLORIDA

Project Manager/Easement Acquisition

lhaely.ucof@gmail.com

614-579-4193



UTILITY CONSULTANTS of FLORIDA

Utility Consultants of Florida is requesting a written consent to proceed with the City of Destin Utility Undergrounding Project. This is confirmation that we have discussed the need for an easement for the equipment necessary to service your property and the community safely. Florida Power and Light is providing the easement documents and UCoF will contact you when available.

Contact name:

Title:

Name of Business: City of Destin Public Parking (25'x25' Primary Cabinet Placement)

Address: 285 Harbor Boulevard

Signature:

Date:

Email:

Comments:

Thank you,



Leanne Haely

UTILITY CONSULTANTS of FLORIDA

Project Manager/Easement Acquisition

lhaely.ucof@gmail.com

614-579-4193

285 Harbor Blvd: 2 Easements

- 1) 10'x10' to place Transformer on NE corner of lot to serve property north.
- 2) 25'x25' to place Primary Cabinet on SE corner of lot





Alternative
location

58.1



Marker St Public parking lot

285 Harbor Blvd.

58

206 Harbor Blvd: 1 Easement

10'x10' to place Transformer on east side of property to serve property on east side.





206 Harbor
City of Destin

59.3

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.F.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 03/13/2023

SUBJECT: Tymco 600ss Street Sweeper, authorization to purchase, acceptance of trade-in offer

I. BACKGROUND: The Department of Public Works would like to purchase a new street sweeper to replace its existing 2014 model (Tymco 435). An offer has been made to trade-in our existing street sweeper (ATT2).

II. DISCUSSION: This purchase is part of the City's Capital Renewal and Replacement Program. Funding for this purchase was allocated in the approved FY23 budget. The 600ss model is recommended as it has stainless steel parts which should prove to be more corrosion resistant.

The quote for this item is provided as ATT1, the trade-in offer is provided as ATT2.

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

VI. A Green and Sustainable Environment

B. Effect on Budget (EOB): The total cost of the new streetsweeper is \$345,315.

TYMCO has offered to take our old streetsweeper at a trade-in value of \$45,000.

The remaining balance of \$300,315 will be covered by funding from the Vehicle Renewal and Replacement fund and NPEB funds that were adopted for renewal and replacement of equipment or infrastructure related to water quality.

	30058585	12753700	
	Gen Fund RR	NPEB	Total
30058585-564000-RRVEH			
Motorized Equip-Renew & Replace	\$ 598,000	\$ 150,000	\$ 748,000
FY23 Adopted Budget	598,000	150,000	748,000
Prior Year Rollforward for encumbrances	171,412	-	171,412
Revised Budget	769,412	150,000	919,412
Previous Expenses/Encumbrances	(496,860)	-	(496,860)
Available Program Budget	272,552	150,000	422,552
This Agreement +(-)	(262,552)	(37,763)	(300,315)
FY23 Remaining Program Budget	\$ 10,000	\$ 112,237	\$ 122,237

C. Level of Service (LOS): Improved aesthetics, preventative maintenance to both our pavement management and stormwater management programs, NPDES Stormwater Permit and CRS compliance.

D. Legislative Sponsor:

III. CONCLUSION: If approved, the Department of Public Works will initiate a Purchase Order for this item.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to purchase a Tymco 600ss Street Sweeper from Tymco through a Sourcewell contract (#122017-TYM) and be authorized to dispose of the City's current Street Sweeper (Tymco 435) to Tymco for \$45,000.

Attachments:

1. ATT1: TymcoSW-230209-Destin 600 & 600ss
2. ATT2: TradeIn-230213-Destin-2014 435

Sourcewell Quote Form v5.1 - Sourcewell Contract #122017-TYM
Feb. 20, 2018 - Feb. 20, 2023



Customer / Sourcewell Member:	City of Destin, FL
Sourcewell Member #:	131104
Customer Contact Name:	Dennis Dykes
Customer Phone #:	850.837.6869
Customer E-Mail:	ddykes@cityofdestin.com
Quote Date:	2/8/2023
Quote Validity:	30 Days
Quoted By:	Kaye Morgan
TYMCO Dealer:	Ingram Equipment Co.

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

MODEL 600® SWEEPER STANDARD EQUIPMENT

Auxiliary Engine: John Deere diesel turbocharged 4045T Final Tier 4; 4 cylinder; 4.5 L (275 CID); 99 HP @ 2200 RPM; Torque 315 ft. lb. @ 1600 RPM; fuel/water separator, fuel filter; Donaldson PowerCore® air filter with scavenged pre-filter; Remote oil filter; 3.8 useable gallon Diesel Exhaust Fluid (DEF) tank. Includes John Deere Standard Warranty coverage 2

Amber Beacon Light - LED: SAE Class 1/California Title 13 compliant with protective limb guard.

Auxiliary Engine In-Cab Air Filter Restriction Indicator with Gauge: A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature or low oil pressure.

Auxiliary Fuse Panel: A 12V DC fused power source panel for any needed additional electrical components or accessories, i.e. radios, warning lights, controls, etc.

Back-Up Alarm: ECCO Model 510; SAE Type C 97dB

BlueLogic® Control System: Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touchscreen display and the multiplexed switch pack. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide and On-Board Diagnostics (OBD) for the auxiliary engine and sweeper.

Duo Skids: Warranted for 2 Years / 2000 hours prorated

Dust Control System: 220 gallon capacity polyethylene water tank (Extra Water capacities available); 5 gpm electric diaphragm type pump; low water audible alarm and message on BlueLogic display; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper. Peterbilt 156", Autocar 152" Diesel and Autocar 171" CNG chassis REQUIRES Extra Water Capacity (Refer to Dust Control Options Section).

Gutter Brooms, Twin; LED Floodlights and Parabolic Mirrors: Left and right side mounted 43" diameter wire filled digger type; adjustable LED floodlight for each gutter broom; 10.5" parabolic mirrors. Parabolic Mirrors N/A with Cabover Chassis.

High Capacity Dust Separator

Hydraulic System Protection: Hydraulic filter restriction indicator mounted in filter manifold; sight level gauge mounted on tank. BlueLogic control system continually monitors oil temperature.

LED Alternating Warning Light Set: Rear mounted oval lights (2).

LED Stop/Turn/Tail/Clearance Lights

Pressure Bleeder: Air pressure is deflected out, allowing additional suction across the front of pick-up head.

Rear Mounted LED Floodlights (2)

Rear View Camera System: 3rd Eye®, heavy duty rear infrared camera with 7" color monitor mounted in cab

Reverse Pick-Up Head System: Assists in backing up with Pick-Up Head down

Rubber Lined Blower: Warranty: 1 year / 1,000 hours prorated

Water Fill Hose & Rack: Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. System incorporates air gap.

Work Platform: Easily accessible work platform located between truck cab and sweeper. Standard equipment with conventional chassis with 165" WB and horizontal exhaust. Not available with Extra Water Capacity or Chassis Vertical Exhaust.

Sweeper Warranty: 1 Year / 1000 Hours. Contact factory for details.

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
600000	1	Model 600® Sweeper with Standard Equipment (Base Price)	\$191,653.00	\$191,653.00
		Sourcewell Base Price Discount (Approx 5%)	-\$9,583.00	-\$9,583.00
		Model 600® Sweeper Base Price	\$182,070.00	\$182,070.00
1	AUXILIARY ENGINE HYDRAULIC OPTIONS:			
2	GUTTER BROOM OPTIONS:			
600022	1	Gutter Broom Tilt Adjuster: Right	\$875.00	\$875.00
600022	1	Gutter Broom Tilt Adjuster: Left	\$875.00	\$875.00
600070	1	Gutter Broom Variable Speed: Right and Left	\$855.00	\$855.00
3	DUST CONTROL SYSTEM OPTIONS:			
600021	1	Extra Water Capacity - 330 Gallons: COMDEX®	\$4,900.00	\$4,900.00

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcwell Price	Sourcwell Ext
600005	1	Hi/Low Pressure Wash Down System	\$1,750.00	\$1,750.00
600045	1	High Output Water System	\$855.00	\$855.00
Unpublished	1	Hydrant Wrench	\$50.00	\$50.00
Unpublished	1	Shop Air Purge	\$400.00	\$400.00
4	HOPPER OPTIONS:			
600036	1	Abrasion Protection Package	\$1,275.00	\$1,275.00
600084	1	Dump Switch in Cab	\$285.00	\$285.00
600043	1	Sweeper Deluge System	\$1,045.00	\$1,045.00
5	PICK-UP HEAD OPTIONS:			
600079	1	Auto Sweep Interrupt (ASI)	\$1,045.00	\$1,045.00
601000	1	Broom Assist Pick-Up Head (Exchange)	\$5,265.00	\$5,265.00
600063	1	Pick-Up Head Curtain Lifter	\$1,615.00	\$1,615.00
6	AUXILIARY HAND HOSE OPTIONS:			
600058	1	Auxiliary Hand Hose w/ Hydraulic Boom Assist	\$5,100.00	\$5,100.00
7	STAINLESS STEEL OPTIONS:			
8	AIRPORT OPTIONS:			
9	SWEEPER ADDITIONAL OPTIONS:			
Unpublished	1	Sweeper Paint: TYMCO Standard White	\$0.00	\$0.00
10	UNPUBLISHED SPECIAL SWEEPER OPTIONS:			
11	CAB CHASSIS:			
600709	1	2023 Freightliner M2-106, 31,000 lb. GVW, 165" WB, Diesel (1-SPD)	\$99,675.00	\$99,675.00
Unpublished	1	UPGRADE: 2024 Freightliner M2-106, 33,000 GVW, 165" WB, Diesel (1-SPD)	\$5,000.00	\$5,000.00
12	CHASSIS ADDITIONAL OPTIONS:			
Unpublished	1	Engine Block Heater	\$550.00	\$550.00
Unpublished	1	Front Tow Hooks	\$250.00	\$250.00
Unpublished	1	LED Amber Beacon Light: Cab Mounted	\$350.00	\$350.00
600823	1	LED Amber Traffic Directing Light: Rear Mounted	\$1,200.00	\$1,200.00
Unpublished	2	Parabolic Mirror Head - 12" (Exchange)	\$75.00	\$150.00
Unpublished	1	Truck Paint: Standard Factory White	\$0.00	\$0.00
13	UNPUBLISHED SPECIAL CHASSIS OPTIONS:			
14	DEALER UNPUBLISHED OPTIONS:			
15	TOTAL COST OF ACQUISITION COSTS			
	1	Freight / PDI / Inservice	\$4,500.00	\$4,500.00

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Total Price:	\$319,935.00
FOB:	Destin, FL
Delivery ARO:	240-330 Days - See NOTE Below

Sourcewell Quote Form v5.1 - Sourcewell Contract #122017-TYM
Feb. 20, 2018 - Feb. 20, 2023



Customer / Sourcewell Member:	City of Destin, FL
Sourcewell Member #:	131104
Customer Contact Name:	Dennis Dykes
Customer Phone #:	850.837.6869
Customer E-Mail:	ddykes@cityofdestin.com
Quote Date:	2/8/2023
Quote Validity:	30 Days
Quoted By:	Kaye Morgan
TYMCO Dealer:	Ingram Equipment Co.
Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan (kaye.morgan@tymco.com 254-799-5546). Quote is Good for 30 Days (Unless Otherwise Noted Above) Pricing is Quoted in US Dollars (USD) Payment Terms: Net 30 Days	

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600058	1	Auxiliary Hand Hose w/ Hydraulic Boom Assist	\$5,100.00	\$5,100.00
7	STAINLESS STEEL OPTIONS:			
600091	1	Stainless Steel Hopper & High Capacity Dust Separator (Exchange)	\$23,130.00	\$23,130.00
Unpublished	1	Stainless Steel Bolt-On Blower Housing (Exchange)	\$1,500.00	\$1,500.00
Unpublished	1	Stainless Steel Hopper Drain System (Standard)	\$750.00	\$750.00
8	AIRPORT OPTIONS:			
9	SWEEPER ADDITIONAL OPTIONS:			
Unpublished	1	Sweeper Paint: TYMCO Standard White	\$0.00	\$0.00
10	UNPUBLISHED SPECIAL SWEEPER OPTIONS:			
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14	DEALER UNPUBLISHED OPTIONS:			
15	TOTAL COST OF ACQUISITION COSTS			
	1	Freight / PDI / Inservice	\$4,500.00	\$4,500.00

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(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Total Price:	\$345,315.00
FOB:	Destin, FL
Delivery ARO:	240-330 Days - See NOTE Below



11 MONROE DRIVE
PELHAM, AL 35124
800.749.2783

February 13, 2023

City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

RE: Trade-In Offer – 2014 Tymco 435 on 2014 Isuzu NQR

Dear Gentlemen:

Ingram Equipment Company, LLC ("Ingram") hereby offers trade value on the following Tymco 435 sweeper:

Tymco SER#: 201404SNC48210/Isuzu VIN#: JALE5W16XE7901404- \$45,000.00

Notwithstanding the foregoing, Ingram's offer is contingent upon the return of the Equipment by the City of Destin, Florida in full and complete satisfaction of and compliance with all the "Equipment Trade-In Terms, Conditions and Limitations" which are attached to this letter.

Thank you very much.

Sincerely,

Ingram Equipment Company, LLC

By: Jeff Martin
President

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023**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:** March 15, 2023**SUBJECT:** Single-Family Residential Marine Construction Proposed at 523 Norriego Rd

I. BACKGROUND: William F. Davis Construction, Inc, on behalf of C-Side Properties LLC, has submitted an application for Harbor and Waterways Board (HWB) application for City Council review for the construction of a single-family residential marine construction project at 523 Norriego Rd (Parcel ID 00-2S-24-2186-000F-0060). The project proposes the reconstruction of a dock that was originally approved in the 1990s, also increasing the width from approximately 51 to 54 feet, and adding a rooftop deck where the covered slip was before over the eastern slip.

II. DISCUSSION: The applicant requests City Council approval for a single-family marine construction located at 523 Norriego Rd, located within Destin Harbor, a Class II Florida Waterbody. Currently, the site and structural plans do not match. The site plan provided by the applicant shows the correct width dimensions of 54' wide. However, the structural plans provided show an incorrect width of 52' but include the stairs and handrails that are part of the project. The stairs and handrails are not included in the site plan. The application includes the proposed reconstruction of one (1) ±1,406 square foot dock and the new construction of one (1) 1,400 square foot upper deck, one (1) 120 square foot staircase, and 210 linear feet of handrails, comprising a total of ± 2, 926 square feet.

The proposed marine construction project meets the following requirements of ***Section 11.05.00, City of Destin Land Development Code (LDC)***,

- ***11.05.01.A, 11.05.01.B*** – Construction of new dock
- ***11.05.01.F, 11.05.01.G, and 11.05.01.M*** – Length of the pier
- ***11.05.01.N*** – Slip density
- ***11.05.01.S*** – Notifying adjoining landowners when a dock is placed within 25-

foot riparian setback

COMPREHENSIVE PLAN CONSISTENCY: The proposed marine construction project is consistent with Comprehensive Plan ***Goal: 6-1: Coastal Management Element, Objective 6-1.5: Land Use Controls and Construction Standards for Protecting the Natural Shoreline and the Natural Shoreline and the Beach/Dune System, and Policy 6-1.5.5: Enforce Marina Siting Criteria and Construction Standards.***

- A. **Link to Strategic Goals / Objectives:** Enhance Quality of Life
- 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 an email claiming exemption from the Florida Department of Environmental Protection (FDEP) of Self-Certification due to the scope of work being a repair and replacement; however, the proposed dock is slightly wider than previously approved. At the time that the applicant applies for a building permit, documented proof of approval from FDEP for the widened dock must be provided. The City Staff has reviewed the application and determined that the plans comply with all applicable City Codes and regulations. Specifically, the proposed dock complies with ***LDC Section 11.05.01, Marina Siting***, and the Coastal Management Element of the City's Comprehensive Plan (***Coastal Management Element Policy 6-1.5.5***).

HARBOR AND WATERWAYS BOARD RECOMMENDATION: At the regularly scheduled Harbor and Waterways Board (HWB) meeting on February 27, 2023, the Harbor and Waterways Board made two motions, one motion to approve, and one motion to deny. Both motions resulted in a 3-3 tie, resulting in no recommendation from the HWB. Therefore, City Council will need to consider the Staff Report, application materials, and citizen input to make a determination for approval or denial.

IV. RECOMMENDED MOTION: I move that the City Council approve the single-family marine construction project located at 523 Norriego Road, subject to the following conditions:

1. The submittal of State approval or exemption for the expansion of the
2. Payment of the Net Positive Environmental Benefit (NPEB) per LDC Section 11.05.02.N., to the Community Development Department before the Stop Work order is released and a Certificate of Completion is requested.
3. Resubmittal of both the Site Plans and Structural plans showing no discrepancy in square footage before the Stop Work order is released.

ALTERNATE MOTION: I move that City Council deny the single-family marine construction project located at 523 Norriego Road.

Attachments:

1. A. Site Plan

2. B. Structural Plans
3. C. FDEP Receipt of Submittal
4. D. Warranty Deed
5. E. Site Photos
6. F. Agent Affidavit
7. G. Adjacent Property Notification

Hand-drawn diagram of a rectangular frame. The top horizontal member is shaded with diagonal lines. The left vertical member has 10 circular markers. The right vertical member has 10 circular markers. The bottom horizontal member has 10 circular markers. The top horizontal member has 10 circular markers. The diagram is labeled with '70' and '4'.

-179ⁿ-

LO



-179"-

riparian

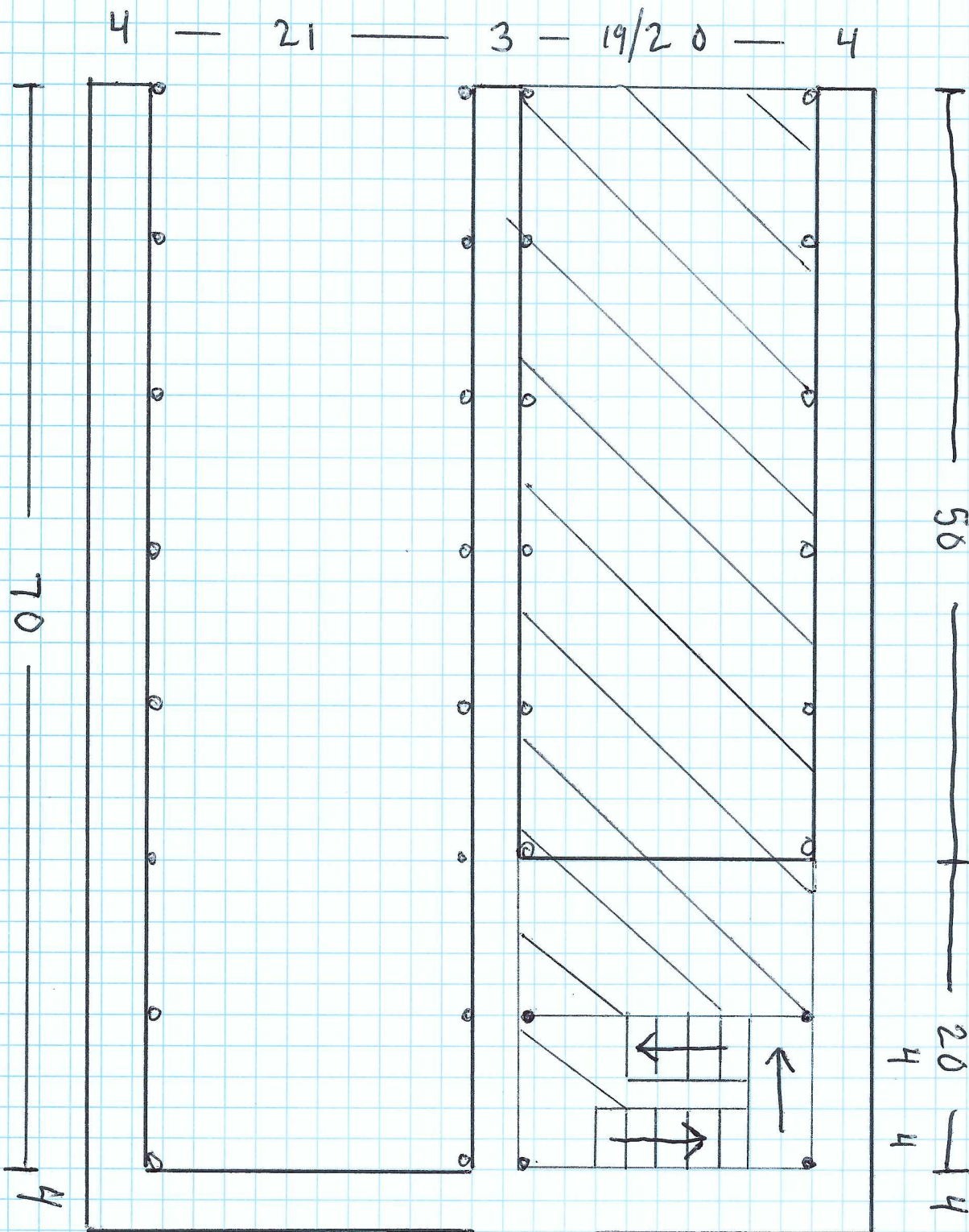
Tiparian

Deck 1406 sq ft
Roof 1400

Roof 1400

523 Norriego Rd

Robbie Champagne



Dock 1406 sq ft

Upper Deck 1400

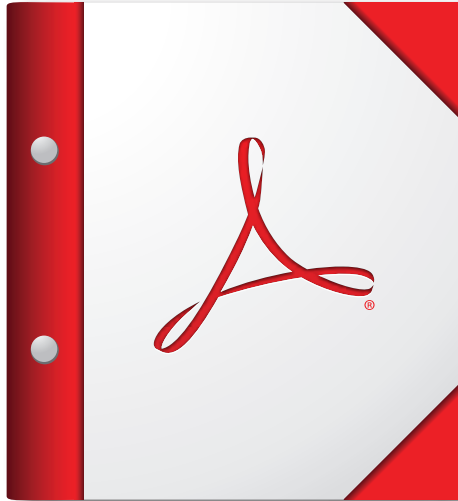
Stairs 120

Handrail 210 LF

Tie off Piles in Slip 16

523 Norriego Rd

Robbie Champagne



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!

This Instrument Prepared By:
Travis M. Morock, Esq.
Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, L.L.C.
151 W. Main Street, Suite 200
Pensacola, FL 32502
850-266-2300
File Number: 5785.46542

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 30th day of June, 2021 between **Charles R. Thomson, Jr. and Libbie S. Thomson, husband and wife** ("Grantor"), whose address is 4070 Paces Ferry Road, Atlanta, GA 30327, and **C-Side Destin Properties LLC, a Florida Limited Liability Company** ("Grantee"), whose address is 1011 Saadi Street, Houma, LA 70363:

(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, companies, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said 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 **Okaloosa County, Florida** to-wit:

LOT 6, BLOCK F, HOLIDAY ISLE ON THE GULF OF MEXICO AT DESTIN, INC. RESIDENTIAL. SECTION NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 39, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

The above-described property is not the homestead of Grantor, nor is it contiguous to the homestead of Grantor, under the laws and constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And subject to taxes for the current year and later years and all valid easements and restrictions or record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And Grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Maurice Poole
 WITNESS
 Print Name: Maurice Poole

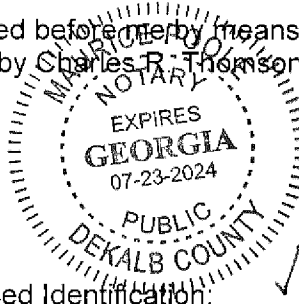
Charles R. Thomson, Jr.
 Charles R. Thomson, Jr.
Libbie S. Thomson
 Libbie S. Thomson

Elijah Martinez
 WITNESS
 Print Name: Elijah Martinez

STATE OF Georgia
 COUNTY OF DeKalb

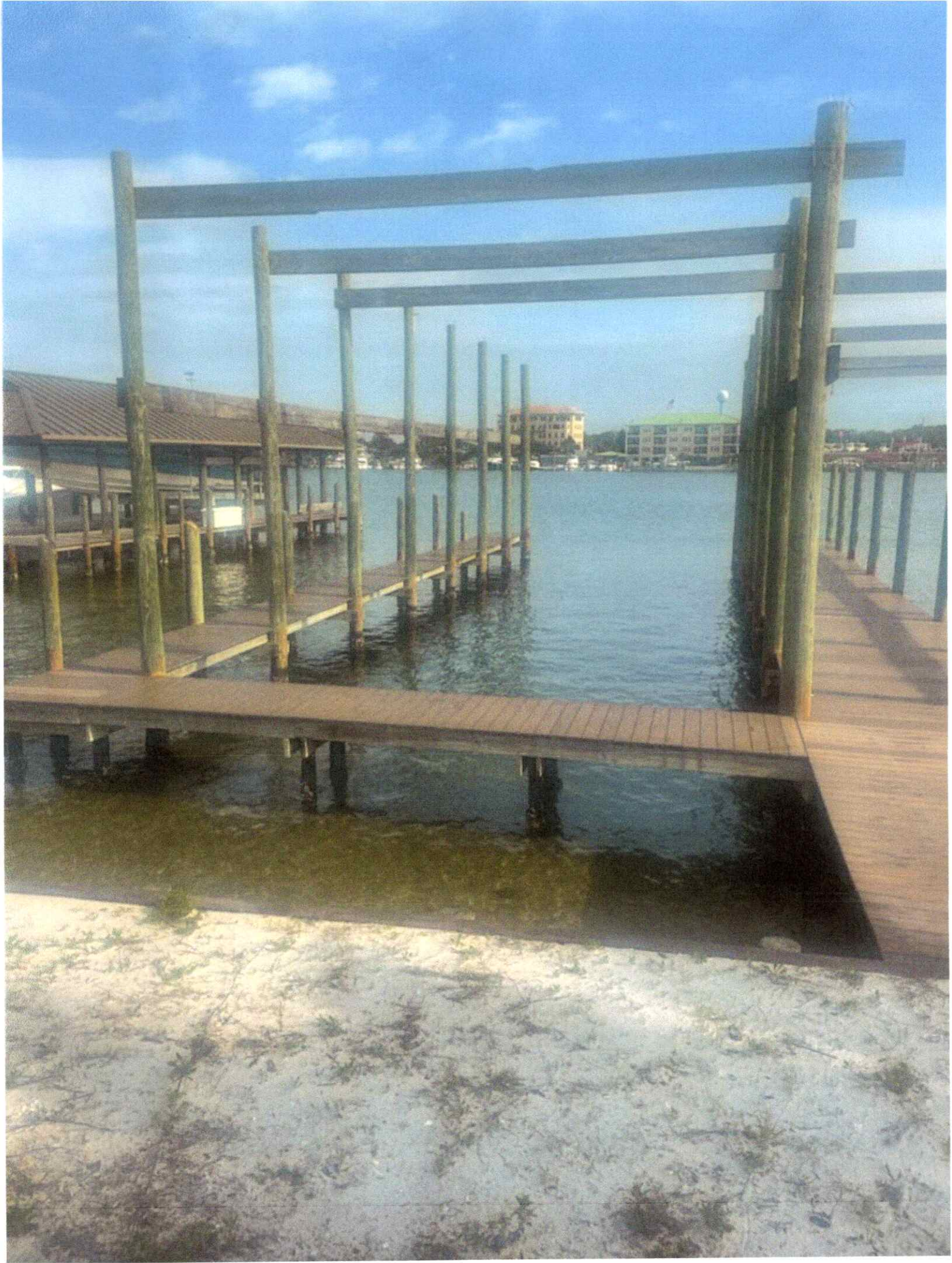
The foregoing instrument was acknowledged before me by means of (✓) physical presence or () online notarization this 29th day of June, 2021, by Charles R. Thomson, Jr. and Libbie S. Thomson.

Maurice Poole
 Signature of Notary Public
 Print, Type/Stamp Name of Notary

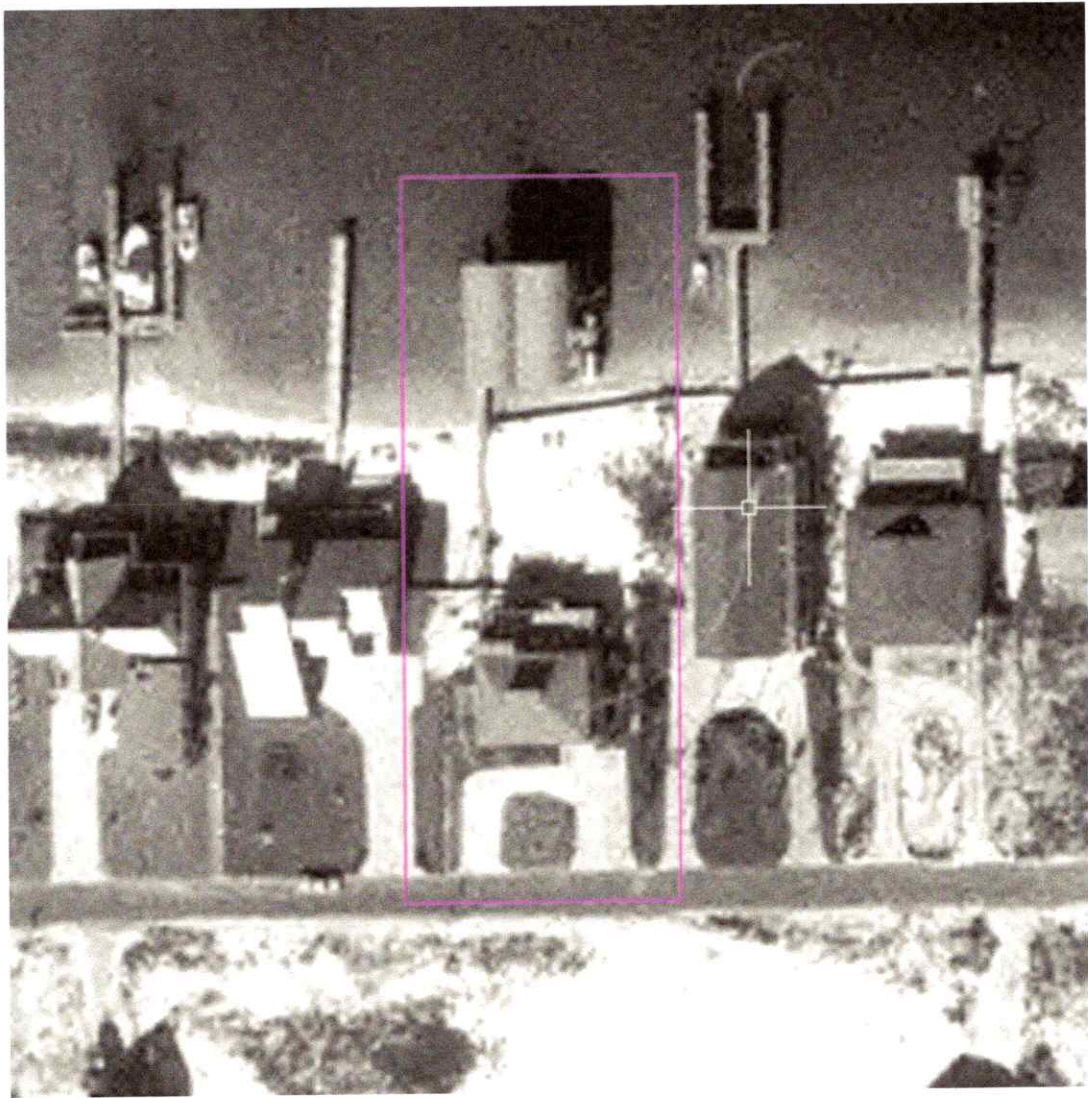


Personally Known: _____ OR Produced Identification: ✓
 Type of Identification
 Produced: Drivers license

Witness: John Anderson
6-29-2021







**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

Robert M. Champagne III
KNOWN ALL MEN BY THESE PRESENTS, THAT I, _____ am
523 Norriego Rd, Destin
presently the owner and/or leaseholder at _____, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
William F Davis Construction, Inc
make, constitute and appoint _____
PO Box 1690, SRB
whose address is _____, County of _____, State of _____,
my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as
permitting & city board meetings
my agent in any and all matters pertaining to: for r/t of dock w/ upper deck _____.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative, and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of caring out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact."

OWNER

Signature

Robert M. Champagne III

Printed Name

STATE OF Florida

COUNTY OF Walton

The foregoing instrument was acknowledged before me by means of physical presence X or online

notarization, this 5 day of January, 2023, by
(name of person acknowledging)

Robert Champagne III

Signature of Notary

Printed Name of Notary or Seal

Personally known X OR Produced Identification _____

Type of Identification Produced _____





Community Development Planning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

February 2, 2023

**Subject: Notification of Harbor & Waterways Board (HWB) Application Submittal
Residential Marine Construction – 523 Norriego Rd.**

Dear Property Owner:

This letter is to notify you of a proposed marine construction project proposed at **523 Norriego Road**. The Marine Construction application requires Harbor and Waterways Board review and recommendation. **The Application will be heard by the Harbor and Waterways Board at 5:00 p.m. at Destin City Hall Annex, 4100 Indian Bayou Trail on Monday, February 27, 2023.**

As an owner of property located adjacent of this project, *Destin Land Development Code (LDC) Section 2.17.00 & 11.05.01.S* requires a written notice providing you the following information. This project proposes new marine construction within *twenty-five (25) feet* of the south property line. Therefore, The City is requesting your input on the matter specifically. If you would like to provide any comments you may respond by sending an email to the email listed below, or by appearing before the Harbor and Waterway Board.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to email address provided below.

1. Name of Owner: Robert Champagne
2. Name of Agent: William F. Davis Construction, Inc.
3. Address of Project: 523 Norriego Rd
4. Parcel ID Number: 00-2S-24-2186-000F-0060
5. Project Description: The application includes reconstructing the existing dock structure, including increasing the width from approximately 51 feet to 54 feet. Also, the applicant is proposing to construct a rooftop deck. The total square footage of proposed improvements is $\pm 3,136$ SF.
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 concern regarding this letter, please do not hesitate to call (850) 654-1119 option 2 or email at planning@cityofdestin.com.



Sincerely,

Christopher Willis

Christopher Willis

Planner

CC: Louis Zunguze, MURP, Community Development Director
Planning Division
Community Development Department Project File



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023**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:** March 15, 2023**SUBJECT:** Single-Family Residential Marine Construction Proposed at 525 B Calhoun Ave

I. BACKGROUND: William F. Davis Construction, Inc., on behalf of Joshua Kline, has submitted a Harbor and Waterways Board (HWB) application for City Council review for the construction of a single-family residential marine construction project at 525 B Calhoun Ave (Parcel ID: 00-2S-22-0630-0000-193D). The project proposes the construction of a new residential dock with an uncovered boat slip and the installation of a new boat lift.

II. DISCUSSION: The applicant requests City Council approval for single-family marine construction located 525 B Calhoun Ave, located within the Choctawhatchee Bay, a Class II Florida Waterbody, Prohibited Shellfish Harvesting Area. The application includes the proposed construction of one (1) 110' x 4' access pier, one (1) 20' x 8' terminal platform, one (1) 16' x 4' access walk, and one (1) 32' x 3' catwalk, comprising a total of ± 760 square feet.

The proposed marine construction project meets the following requirements of ***Section 11.05.00, City of Destin Land Development Code (LDC)***,

- ***11.05.01.A, 11.05.01.B*** – Construction of new dock
- ***11.05.01.C, 11.05.01.D*** – Waste Disposal into the Harbor and Waterways of Destin
- ***11.05.01.F, 11.05.01.G, and 11.05.01.M*** – Length of the pier
- ***11.05.01.N*** – Slip density

COMPREHENSIVE PLAN CONSISTENCY: The proposed marine construction project is consistent with Comprehensive Plan ***Goal: 6-1: Coastal Management Element, Objective 6-1.5: Land Use Controls and Construction Standards for Protecting the Natural***

*Shoreline and the Natural Shoreline and the Beach/Dune System, and **Policy 6-1.5.5: Enforce Marina Siting Criteria and Construction Standards.***

- A. **Link to Strategic Goals / Objectives:** Enhance Quality of Life
- 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 a receipt of submittal from Florida Department of Environmental Protection (FDEP) of Self-Certification, File # 0427684-001-EE/46. City Staff reviewed the application and determined that the plans comply with City Codes and regulations. Specifically, the proposed dock complies with **LDC Section 11.05.01, Marina Siting**, and the Coastal Management Element of the City's Comprehensive Plan (**Coastal Management Element Policy 6-1.5.5**).

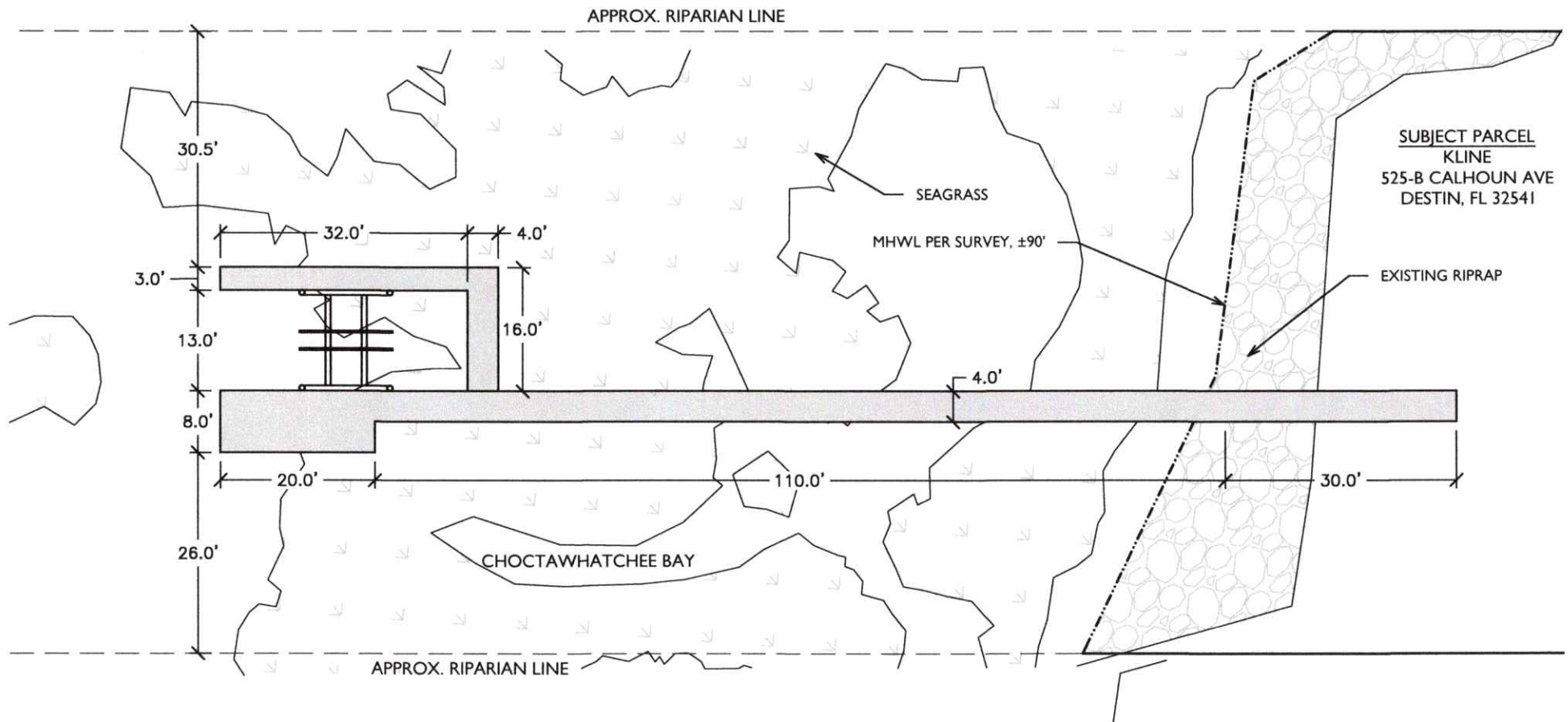
HARBOR AND WATERWAYS BOARD RECOMMENDATION: At the regularly scheduled Harbor and Waterways Board (HWB) meeting on February 27, 2023, the Harbor and Waterways Board unanimously recommended City Council approval of the proposed single-family marine construction project located at 525 B Calhoun Ave, consisting of the construction of a new residential dock with an uncovered boat slip and the installation of a new boat lift, subject to the applicant meeting all applicable City permit requirements.

IV. RECOMMENDED MOTION: I move that City Council approval of the single-family marine construction project located at 525 B Calhoun Ave, subject to the applicant meeting all applicable City, State and Federal permit requirements.

ALTERNATE MOTION: I move that City Council deny the single-family marine construction project located at 525 B Calhoun Ave.

Attachments:

- 1. A. Site Plan
- 2. B. FDEP Receipt of Submittal
- 3. C. Agent Affidavit
- 4. D. Cost Estimate
- 5. E. Warranty Deed
- 6. F. Site Photos
- 7. G. US Army Corps of Engineers



PREEMPTED AREA CALCS:	
110'x4' ACCESS PIER	= 440 S.F.
20'x8' TERMINAL PLATFORM	= 160 S.F.
16'x4' ACCESS WALK	= 64 S.F.
32'x3' CATWALK	= 96 S.F.
TOTAL	= 760 S.F.

NOTES:

1. ACCESS PIER WILL USE 2"x6" DECKING SPACED $\frac{1}{2}$ "
2. TERMINAL PLATFORM & CATWALK WILL USE GRATED DECKING
3. PILINGS WILL BE SPACED ON 10' O.C.

525-B CALHOUN AVE, KLINE DOCK

PLAN VIEW

JOB NO.: 2022.043

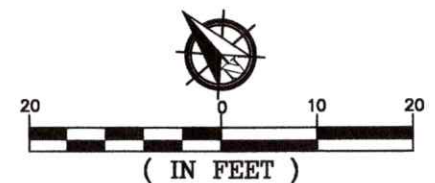
DRAWN BY: JAT

DRAWING DATE: 10.22.2022

SHEET: 3 OF 5

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM





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

November 2, 2022

Josh Kline
525B Calhoun Ave
Destin, FL 32541 1610
Josh@ecvr.com

File No.: 0427684-001-EE/46, Okaloosa County

Dear Mr. Kline:

On October 24, 2022, we received your request for verification of exemption to perform the following activities:

To construct a new 760 square foot dock with an uncovered boat lift within Choctawhatchee Bay, Class II Florida Waters, Prohibited Shellfish Harvesting Area. The project is located at 525B Calhoun Ave, Destin, Florida 32541, Parcel No. 00-2S-22-0630-0000-193D, in Section 13, Township 2 South, Range 23 West in Okaloosa County; 30°24'33.4754" North Latitude, - 86°30'1.0764" West Longitude.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project did not qualify for the federal review portion(s) of this verification request. **Additional authorization must be obtained prior to commencement of the proposed activity.** This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review – Verified

Based on the information submitted, the Department has verified that the activity as proposed is exempt, under Rule 62-330.051(5)(b), Florida Administrative Code (F.A.C.) under Section 403.813(1)(b), Florida Statutes (F.S.) from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258, F.S. and Chapters 18-20 and 18-21, F.A.C.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for an automatic consent by rule under Rule 1821.005(1)(b), F.A.C. and Section 253.77, F.S. to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this consent by rule.

Special Consent Conditions for Sovereign Submerged Lands Authorization

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

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities on State-Owned Submerged Land

All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

(h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

(i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

3. Federal Review – SPGP Not Approved

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using the Application for Department of the Army Permit (ENG 4345) or alternative as allowed by Corps regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook:

(<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>).

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.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S. and Chapter 18-14, F.A.C.

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 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 Emma Fields at the letterhead address, at (850)595-0556, or at Emma.Fields@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Blake Chapman
Environmental Manager

Attachment(s):

1. Rule 62-330.051(5)(b), F.A.C. and Section 403.813(1)(b), F.S., 1 page
2. Project Drawings, 5 pages

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, DEP, Blake.A.Chapman@FloridaDEP.gov
Emma Fields, DEP, Emma.Fields@FloridaDEP.gov
Josh Kline, Applicant, Josh@ecvr.com
Jason Taylor, Agent, Jason@oakhurtconsult.com
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us,
sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com
City of Destin, 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

November 2, 2022

Date

62-330.051 Exempt Activities.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(b) Installation of private docks, piers, and recreational docking facilities, and installation of local governmental piers and recreational docking facilities, in accordance with section 403.813(1)(b), F.S. This includes associated structures such as boat shelters, boat lifts, and roofs, provided:

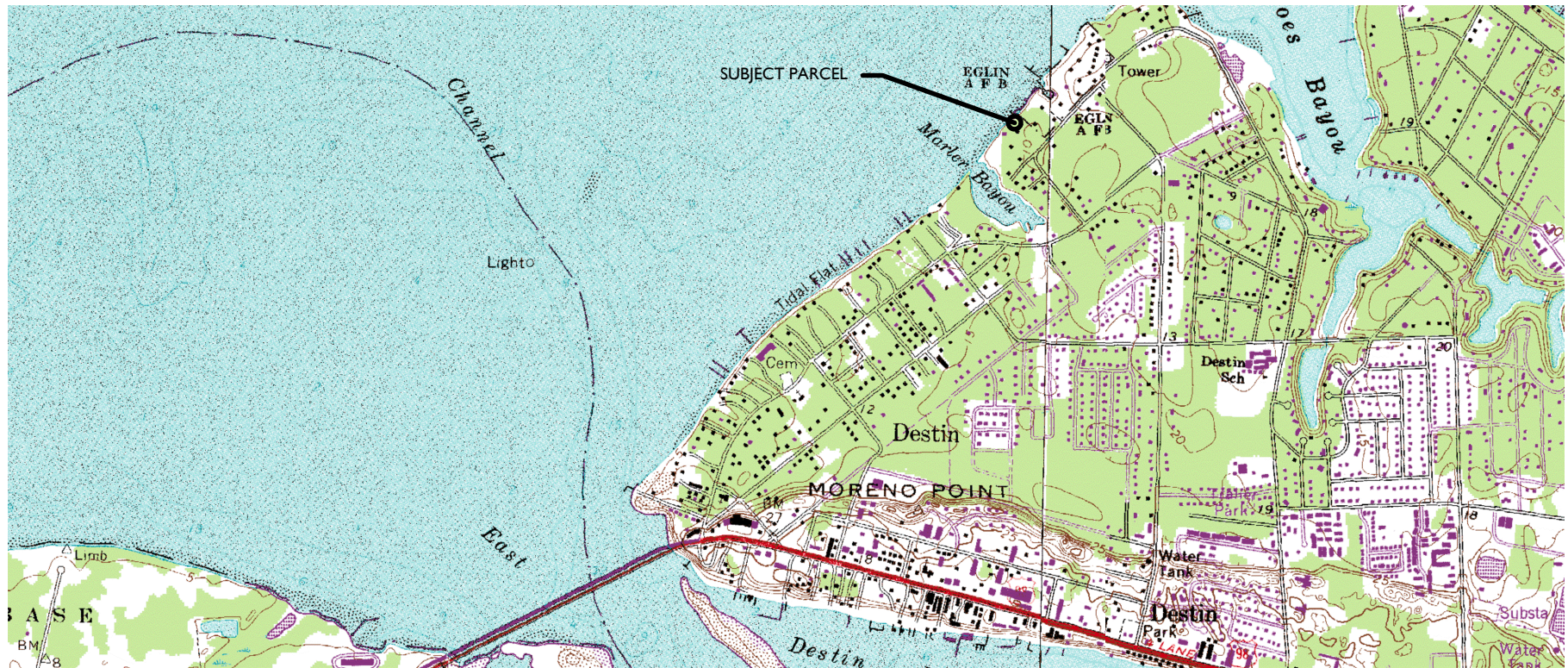
1. The cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed the limitations in section 403.813(1)(b), F.S.;
2. No structure is enclosed on more than three sides with walls and doors;
3. Structures are not used for residential habitation or commercial purposes, or storage of materials other than those associated with water dependent recreational use; and
4. Any dock and associated structure shall be the sole dock as measured along the shoreline for a minimum distance of 65 feet, unless the parcel of land or individual lot as platted is less than 65 feet in length along the shoreline, in which case there may be one exempt dock allowed per parcel or lot

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, and a local government may not require a person claiming this exception to provide further department verification, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(b) The installation and repair of mooring pilings and dolphins associated with private docking facilities or piers and the installation of private docks, piers, and recreational docking facilities, or piers and recreational docking facilities of local governmental entities when the local governmental entity's activities will not take place in any manatee habitat, any of which docks:

1. Has 500 square feet or less of over-water surface area for a dock located in an area designated as Outstanding Florida Waters or 1,000 square feet or less of over-water surface area for a dock located in an area that is not designated as Outstanding Florida Waters;
 2. Is constructed on or held in place by pilings or is a floating dock constructed so as not to involve filling or dredging other than that necessary to install the pilings;
 3. May not substantially impede the flow of water or create a navigational hazard;
 4. Is used for recreational, noncommercial activities associated with the mooring or storage of boats and boat paraphernalia; and
 5. Is the sole dock constructed pursuant to this exemption as measured along the shoreline for a distance of 65 feet, unless the parcel of land or individual lot as platted is less than 65 feet in length along the shoreline, in which case one exempt dock may be allowed per parcel or lot.
- This paragraph does not prohibit the department from taking appropriate enforcement action pursuant to this chapter to abate or prohibit any activity otherwise exempt from permitting pursuant to this paragraph if the department can demonstrate that the exempted activity has caused water pollution in violation of this chapter.

PROPERTY INFO

PID: 00-2S-22-0630-0000-193D
 SITUS: 525-B CALHOUN AVE
 DESTIN, FL 32541
 LAT: 30.409340
 LONG: -86.501470

RECORD OWNER

KLINE JOSHUA & NATALIE
 527 CALHOUN AVE
 DESTIN, FL 32541

DRAWING INDEX

1- SITE LOCATION & SHEET INDEX
 2-PLAN VIEW DEPICTED ONTO AERIAL
 3-PLAN VIEW
 4-PROFILE TYP.
 5-SECTIONS TYP.

525-B CALHOUN AVE, KLINE DOCK

SITE LOCATION & DRAWING INDEX

JOB NO.: 2022.043

DRAWN BY: JAT

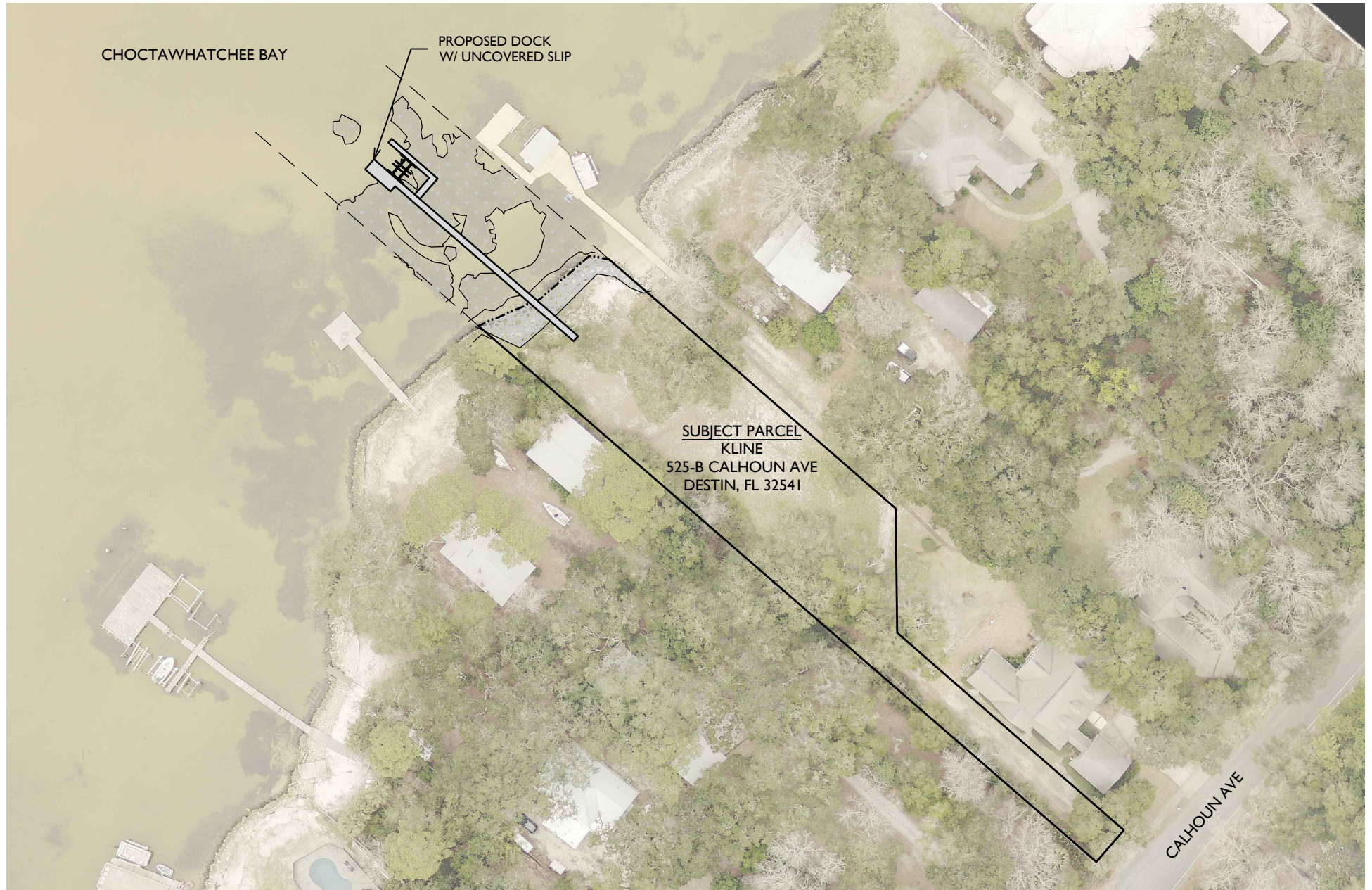
DRAWING DATE: 10.22.2022

SHEET: 1 OF 5

OAKHURST
 CONSULTING

JASON@OAKHURSTCONSULT.COM



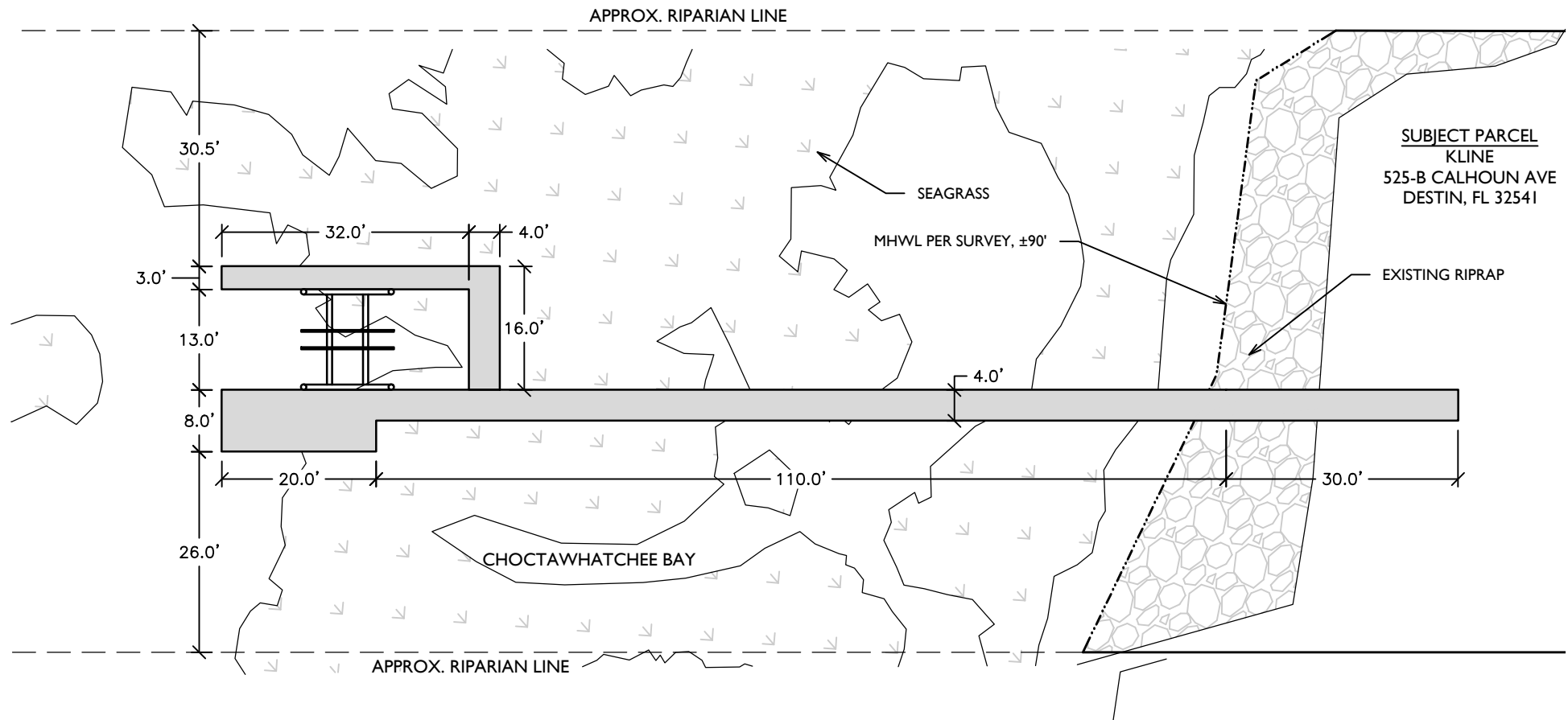


525-B CALHOUN AVE, KLINE DOCK
PLAN VIEW DEPICTED ONTO AERIAL
JOB NO.: 2022.043
DRAWN BY: JAT
DRAWING DATE: 10.22.2022
SHEET: 2 OF 5

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM



**PREEMPTED AREA CALCS:**

110'x4' ACCESS PIER	= 440 S.F.
20'x8' TERMINAL PLATFORM	= 160 S.F.
16'x4' ACCESS WALK	= 64 S.F.
32'x3' CATWALK	= 96 S.F.
TOTAL	= 760 S.F.

NOTES:

1. ACCESS PIER WILL USE 2"x6" DECKING SPACED $\frac{1}{2}"$
2. TERMINAL PLATFORM & CATWALK WILL USE GRATED DECKING
3. PILINGS WILL BE SPACED ON 10' O.C.

525-B CALHOUN AVE, KLINE DOCK

PLAN VIEW

JOB NO.: 2022.043

DRAWN BY: JAT

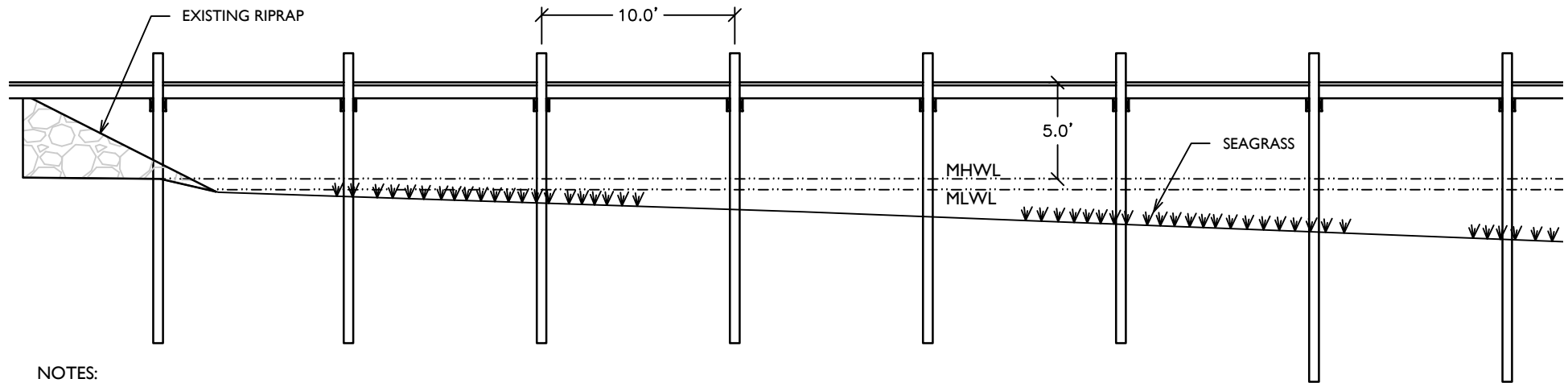
DRAWING DATE: 10.22.2022

SHEET: 3 OF 5

OAKHURST
CONSULTING

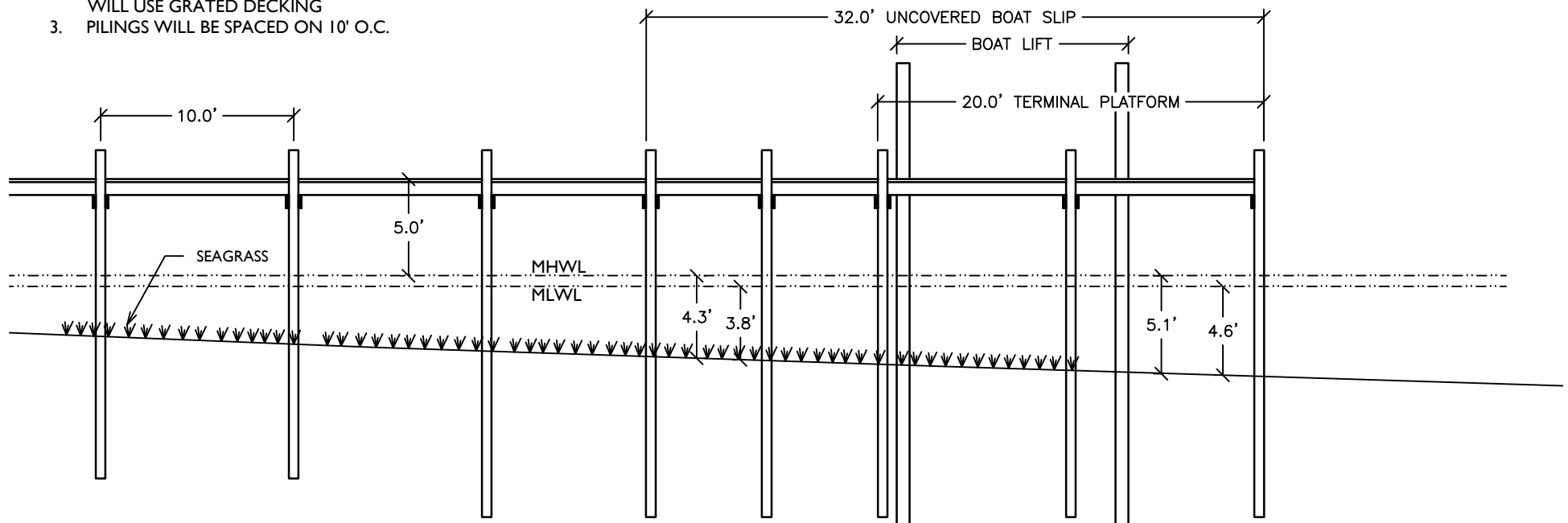
JASON@OAKHURSTCONSULT.COM





NOTES:

1. ACCESS PIER WILL USE 2"x6" DECKING SPACED $\frac{1}{2}$ "
2. TERMINAL PLATFORM & CATWALK WILL USE GRATED DECKING
3. PILINGS WILL BE SPACED ON 10' O.C.



525-B CALHOUN AVE, KLINE DOCK

PROFILE (TYP.)

JOB NO.: 2022.043

DRAWN BY: JAT

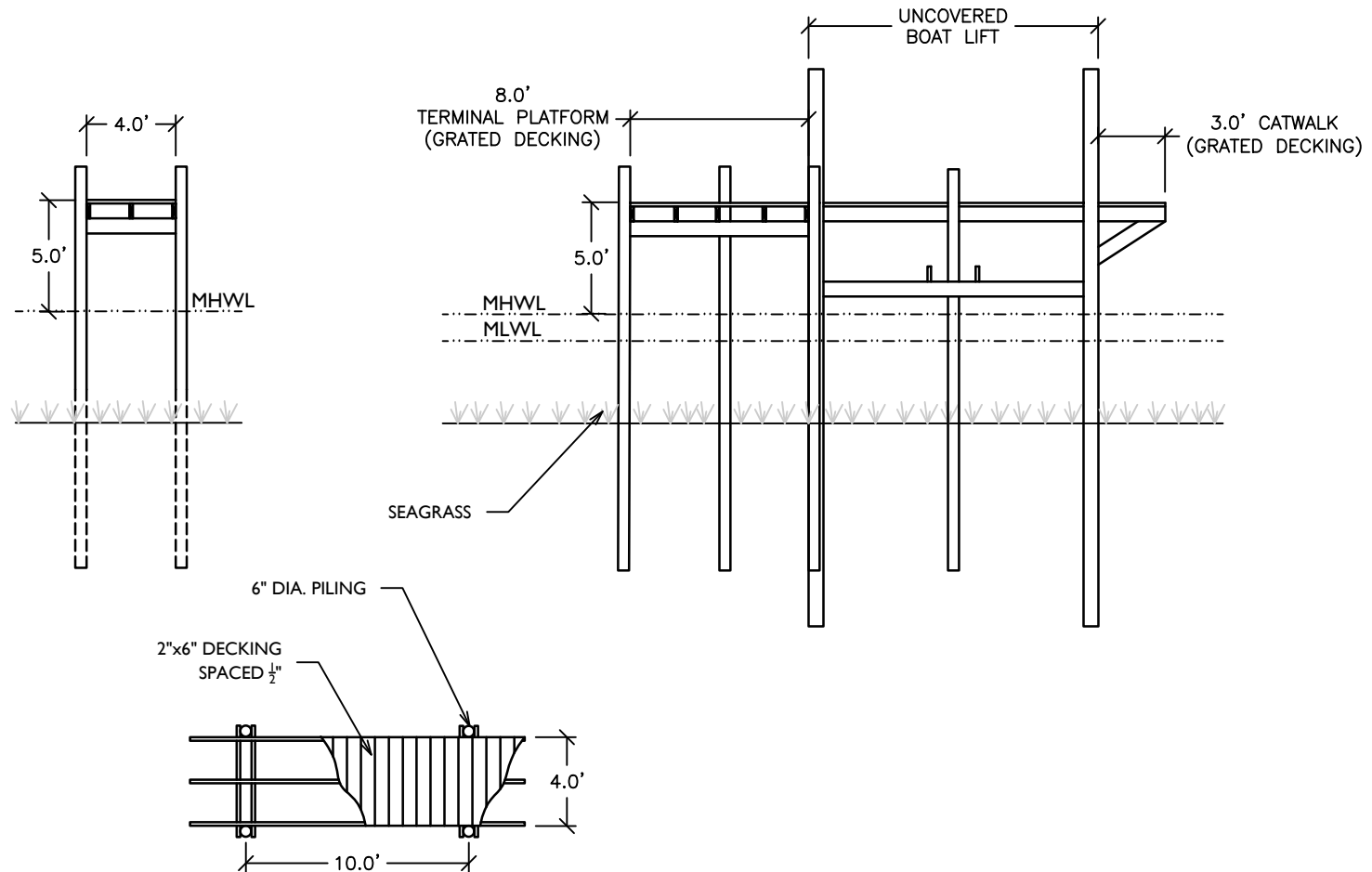
DRAWING DATE: 10.22.2022

SHEET: 4 OF 5

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM





NOTES:

1. ACCESS PIER WILL USE 2"x6"
DECKING SPACED $\frac{1}{2}$ "
2. TERMINAL PLATFORM & CATWALK
WILL USE GRATED DECKING
3. PILINGS WILL BE SPACED ON 10' O.C.

525-B CALHOUN AVE, KLINE DOCK

PROFILE (TYP.)

JOB NO.: 2022.043

DRAWN BY: JAT

DRAWING DATE: 10.22.2022

SHEET: 5 OF 5

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM



**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Joshua Kline am
525B Calhoun Ave, Destin
presently the owner and/or leaseholder at _____, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
William F Davis Construction, Inc
make, constitute and appoint _____
whose address is PO Box 1690, SRB, County of Walton, State of FL,
my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as
dock construction and boat lift installation
my agent in any and all matters pertaining to: _____.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of
the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing
lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal
representative, and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be
transacted in my name, and that all endorsements and instruments executed by the said attorney for the
purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney
and the designation "Attorney-in-Fact."

OWNER

Joshua Kline
Signature

Joshua Kline

Joshua Kline
Printed Name

STATE OF Florida

COUNTY OF Walton

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online

notarization, this 5 day of January, 2023, by

Joshua Kline
(name of person acknowledging)

Kelce Shackley
Signature of Notary

Printed Name of Notary or Seal

Personally known ☒ OR Produced Identification _____

Type of Identification Produced _____



Cost estimate \$ 30,000.00

Prepared By and Return to:

Nautilus Title & Escrow
12273 Emerald Coast Parkway, Suite 201
Miramar Beach, Florida 32550

File No. 2021010989A

Property Appraiser's Parcel I.D (folio) Number(s):

Warranty Deed

THIS WARRANTY DEED dated **February 24, 2021** by **Sandra D. Blaser, a single woman**, whose address is: 1452 NW 132nd Boulevard, Newberry, Florida 32669 hereinafter called the grantor, to **Joshua Kline and Natalie Kline, husband and wife**, whose address is: 411 Admiral Court, Destin, FL 32541 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants bargains, sells aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in **OKALOOSA** County, Florida:

SEE ATTACHED EXHIBIT "A"

Subject to easements, restrictions, reservations and limitations recorded, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee Simple and Forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2020.

Signed, sealed and delivered in the presence of:

① [Signature]

② Witness Print Name: Max Palmer

✓ [Signature]

Sandra D. Blaser

③ [Signature]

④ Witness Print Name: Andrea Beckman

⑤ STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization, this *23rd day of February, 2021 by Sandra D. Blaser, a single woman, who is/are personally known to me or who has/have produced a driver's license as identification.

⑨



Maximillian I. Palmer
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG964843
Expires 3/3/2024

⑥ [Signature]

Notary Public

⑦

Print Name: Max Palmer

⑧

My Commission Expires: 3/3/2024

(seal)

EXHIBIT "A"

PARCEL A:

A PORTION OF LOT 19, MORENO POINT MILITARY RESERVATION, AS RECORDED IN DEED BOOK 25, AT PAGE 573, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIPE MARKING THE EASTERNMOST CORNER OF LOT 19, MORENO POINT MILITARY RESERVATION; THENCE GO SOUTH 35°34'00" WEST, A DISTANCE OF 470.00 FEET; THENCE GO NORTH 54°26'00" WEST, A DISTANCE OF 3.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CALHOUN AVE (66' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 54°26'00" WEST, A DISTANCE OF 478.51 FEET TO A REFERENCE POINT ON THE MEAN HIGH WATER LINE OF CHOCTAWHATCHEE BAY; THENCE MEANDER NORTHERLY ALONG THE AFORESAID MEAN HIGH WATER LINE TO A REFERENCE POINT WHICH LIES NORTH 47°13'47" EAST, A DISTANCE OF 81.69 FEET FROM THE PRECEEDING POINT; THENCE GO SOUTH 54°26'00" EAST, A DISTANCE OF 297.00 FEET; THENCE GO SOUTH 9°26'00" EAST, A DISTANCE OF 21.21 FEET; THENCE GO SOUTH 35°34'00" WEST, A DISTANCE OF 40.00 FEET; THENCE GO SOUTH 54°26'00" EAST, A DISTANCE OF 150.00 FEET TO AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CALHOUN AVE (66' R/W); THENCE GO SOUTH 35°34'00" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF LOT 19, MORENO POINT MILITARY RESERVATION, AS RECORDED IN DEED BOOK 25, AT PAGE 573, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIPE MARKING THE EASTERNMOST CORNER OF LOT 19, MORENO POINT MILITARY RESERVATION; THENCE GO SOUTH 35°34'00" WEST, A DISTANCE OF 470.00 FEET; THENCE GO NORTH 54°26'00" WEST, A DISTANCE OF 3.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF CALHOUN AVENUE (66' R/W); THENCE CONTINUE NORTH 54°26'00" WEST, A DISTANCE OF 178.07 FEET; THENCE GO NORTH 35°40'18" EAST, A DISTANCE OF 25.17 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 06°03'47" WEST, A DISTANCE OF 73.50 FEET; THENCE GO SOUTH 54°23'11" EAST, A DISTANCE OF 62.00 FEET; THENCE GO SOUTH 08°47'27" EAST, A DISTANCE OF 21.34 FEET; THENCE GO SOUTH 35°41'41" WEST, A DISTANCE OF 39.68 FEET; THENCE GO NORTH 54°19'42" WEST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING.





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

November 22, 2022

Regulatory Division
North Branch
Pensacola Permits Section
SAJ-2022-03290 (GP-RDS)

Josh Kline
525-B Calhoun Ave
Destin, FL 32541
Sent via email: josh@ecvr.com

Dear Mr. Kline:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit, which the Corps received on November 3, 2022. Your application was assigned file number SAJ-2022-03290. A review of the information and drawings provided indicates that the proposed work is construction of a single-family dock over seagrasses. The new dock will consist of a 4-foot by 110-foot access pier, an 8-foot by 20-foot terminal platform, a 4-foot by 16-foot access walk, and a 3-foot by 32-foot catwalk with an uncovered boatlift. The access pier will be constructed of wood decking with ½-inch gaps between planks and the decking will be elevated 5 feet above the Mean High Water Line (MHWL). The terminal platform, access walk, and catwalk will be constructed of grated material and elevated 5 feet above the MHWL. The total area of the dock will be 760 square feet. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). The project is located in Choctawhatchee Bay, at 525-B Calhoun Ave, Parcel ID 00-2S-22-0630-0000-193D, in Section 00, Township 02 South, Range 22 West, Destin, Okaloosa County, Florida.

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

You must comply with all the general and special conditions of the RGP, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

General Conditions (33 CFR PART 320-330):

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

Project Specific Special Conditions:

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

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:
 - a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

- b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.
 - c. The Permittee shall reference this permit number, SAJ-2022-03290 (GP-RDS), 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 submit a completed "Commencement Notification" form (Attachment 1).
- 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 (Attachment 2) 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. 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 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 Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. 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 SHPO and from the Corps.
- 7. 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 U.S. Army 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.
- 8. 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. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. 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 the JAXBO must be utilized during the design and construction of the permitted work.

- 9. Manatee Conditions:** The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attachment 3). The most recent version of the Manatee Conditions must be utilized.
- 10. 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 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 daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.
- 11. Dock Construction Guidelines:** The Permittee shall comply with the Submerged Aquatic Vegetation section of the “Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat”, U.S. Army Corps of Engineers/National Marine Fisheries Service – November 2017 (Attachment 4).

Jurisdictional Determination:

A jurisdiction determination was not completed with this request. Therefore, this is not an appealable action. However, you may request an approved JD, which is an appealable action, by contacting the Corps for further instruction.

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

(<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

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

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

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

Should you have any questions related to this RGP verification or have issues accessing the documents referenced in this letter, please contact Rylee Simon at the letterhead address above, via e-mail at Rylee.D.Simon@usace.army.mil.

Sincerely,

SIMON.RYLEE.DANIELLE.1616875317
Digitally signed by
SIMON.RYLEE.DANIELLE.1616875317
Date: 2022.11.22 08:29:04 -06'00'

Rylee Simon
Project Manager

Enclosures

Cc:
CESAJ-SE
Oakhurst Consulting., Agent

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2022-03290 (GP-RDS)

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

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

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

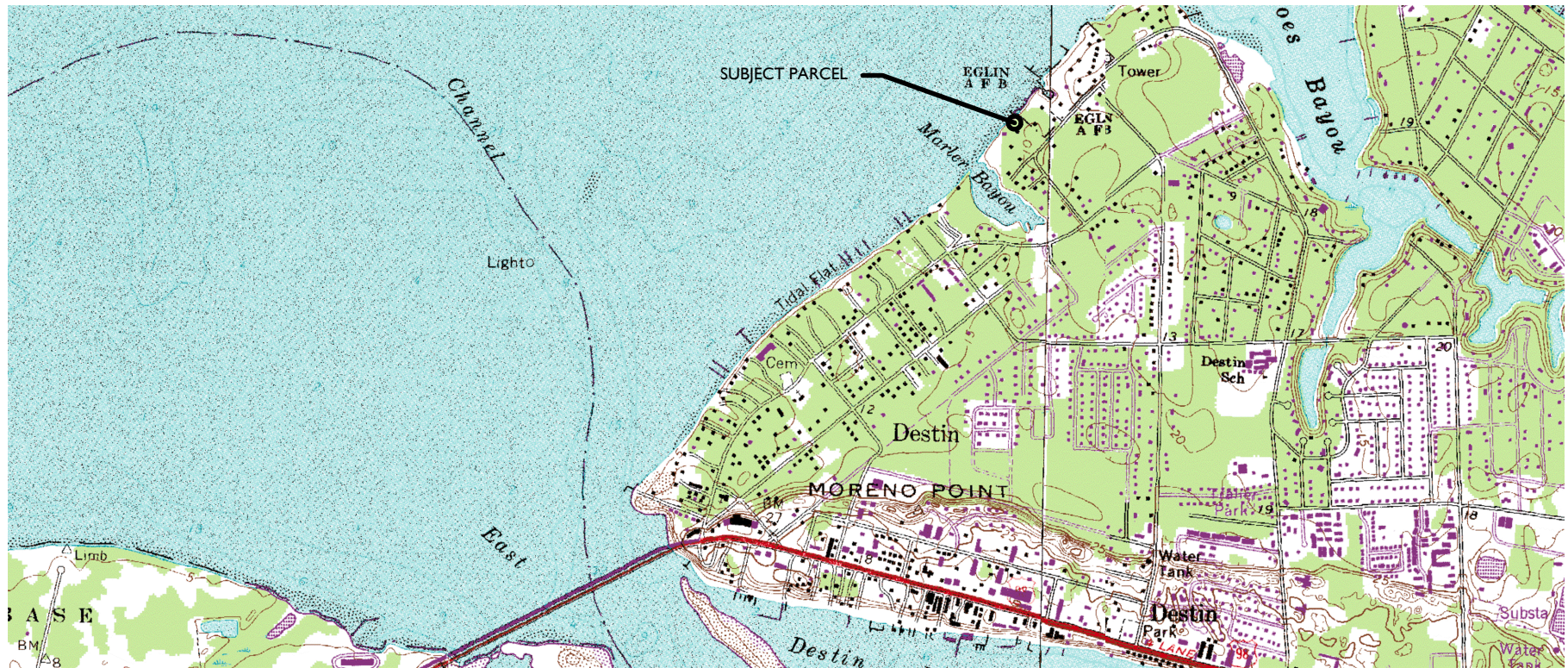
(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

PROPERTY INFO

PID: 00-2S-22-0630-0000-193D

SITUS: 525-B CALHOUN AVE

DESTIN, FL 32541

LAT: 30.409340

LONG: -86.501470

DRAWING INDEX

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RECORD OWNER

KLINE JOSHUA & NATALIE

527 CALHOUN AVE

DESTIN, FL 32541

525-B CALHOUN AVE, KLINE DOCK

SITE LOCATION & DRAWING INDEX

JOB NO.: 2022.043

DRAWN BY: JAT

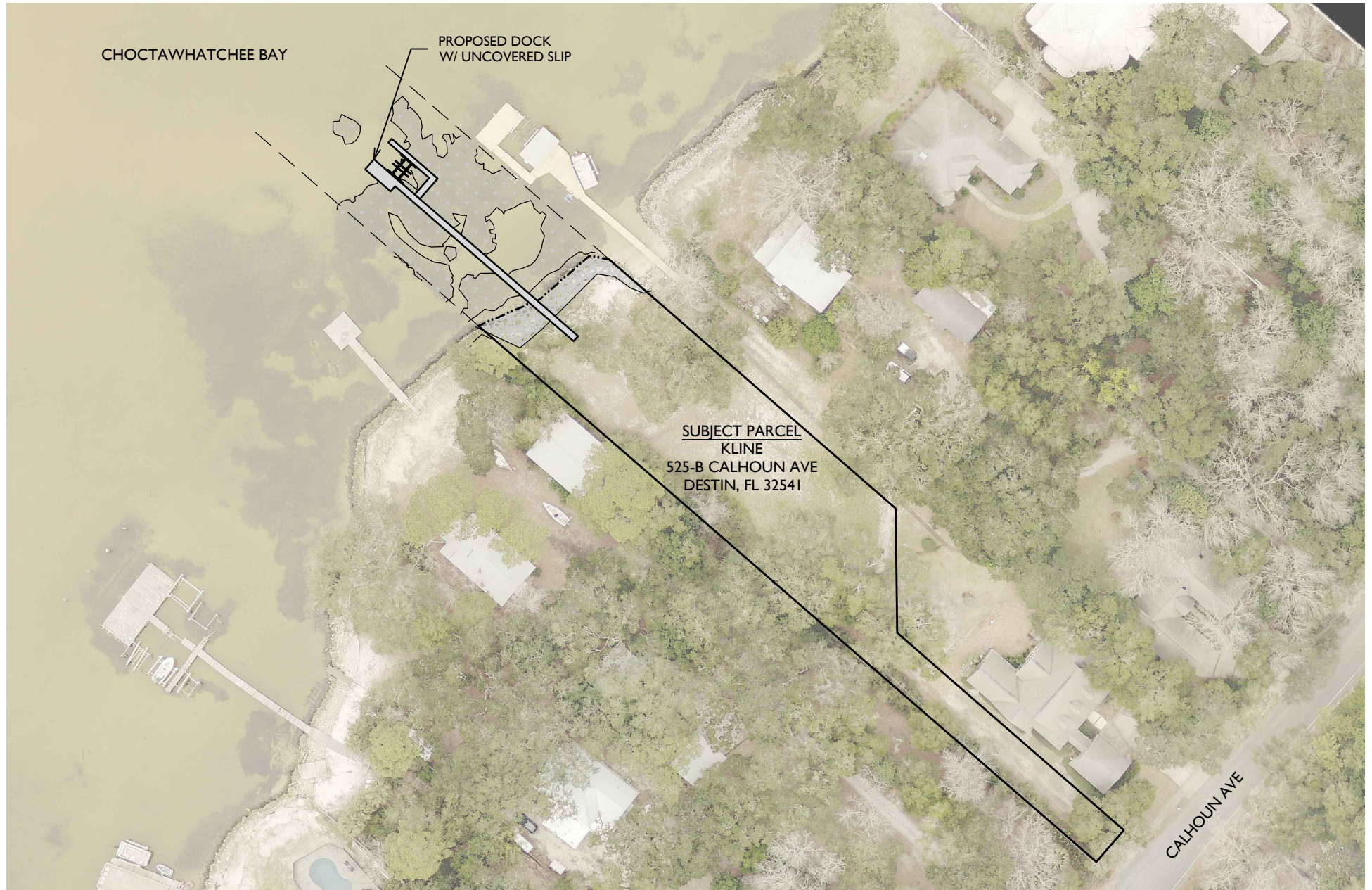
DRAWING DATE: 10.22.2022

SHEET: 1 OF 5

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM



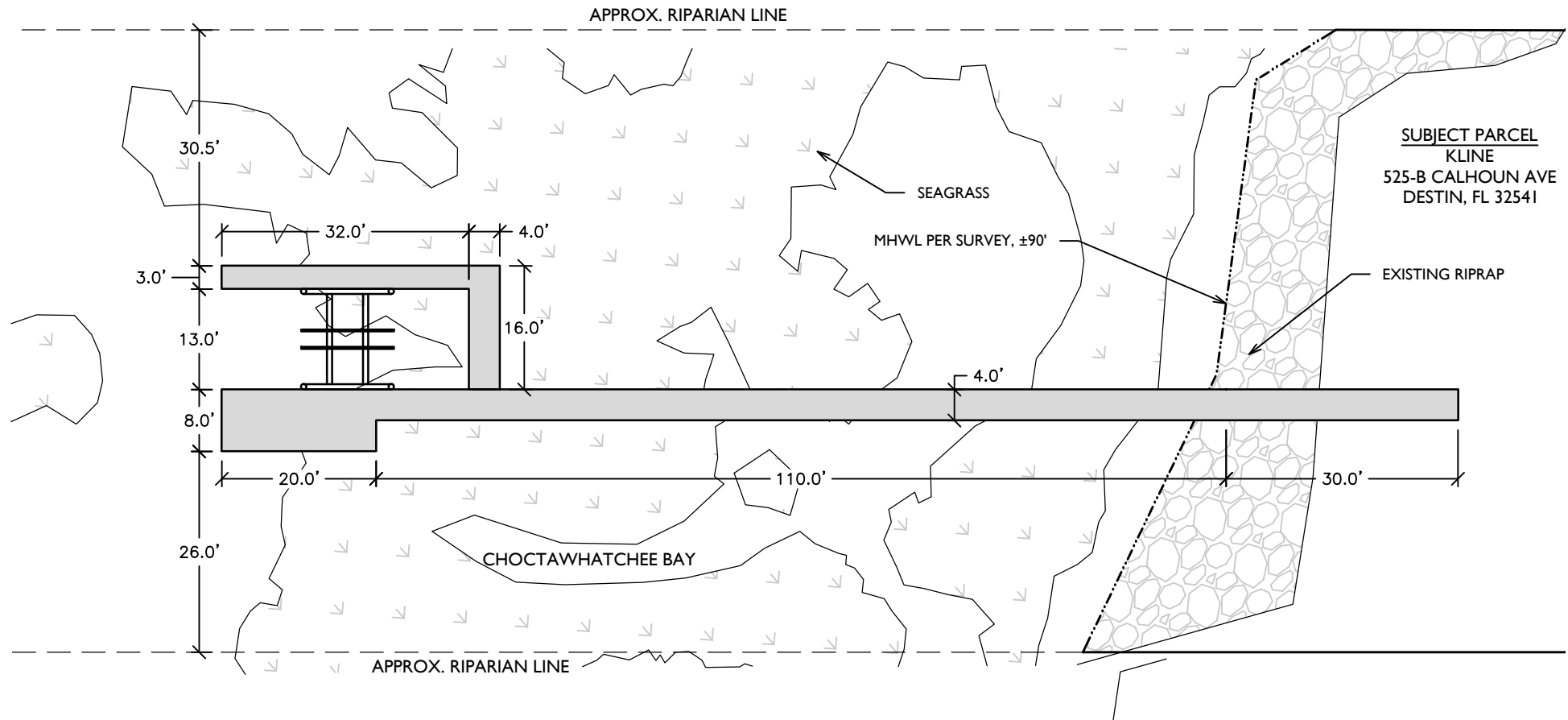


525-B CALHOUN AVE, KLINE DOCK
PLAN VIEW DEPICTED ONTO AERIAL
JOB NO.: 2022.043
DRAWN BY: JAT
DRAWING DATE: 10.22.2022
SHEET: 2 OF 5

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM



**PREEMPTED AREA CALCS:**

110'x4' ACCESS PIER	= 440 S.F.
20'x8' TERMINAL PLATFORM	= 160 S.F.
16'x4' ACCESS WALK	= 64 S.F.
32'x3' CATWALK	= 96 S.F.
TOTAL	= 760 S.F.

NOTES:

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2. TERMINAL PLATFORM & CATWALK WILL USE GRATED DECKING
3. PILINGS WILL BE SPACED ON 10' O.C.

525-B CALHOUN AVE, KLINE DOCK

PLAN VIEW

JOB NO.: 2022.043

DRAWN BY: JAT

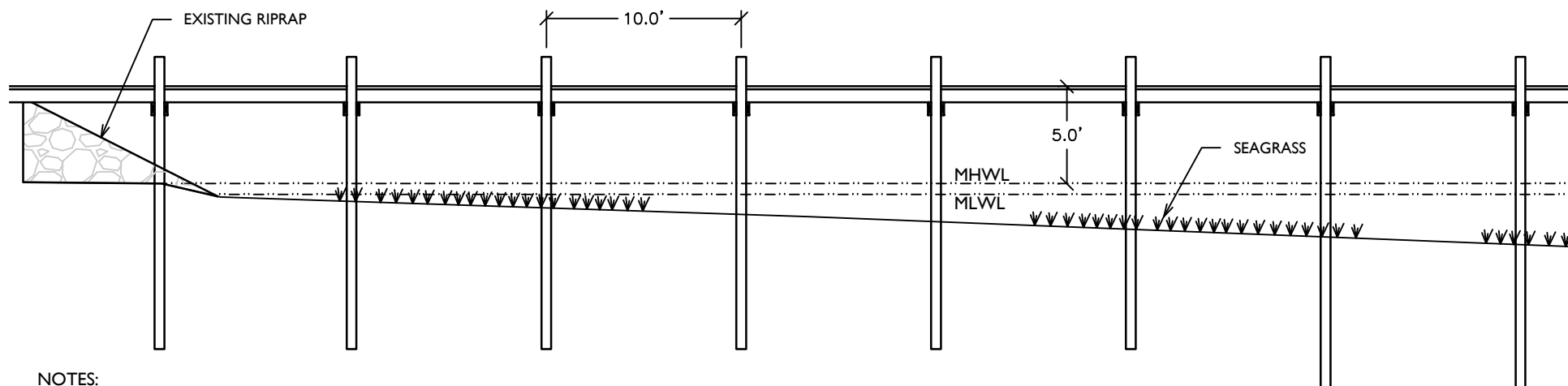
DRAWING DATE: 10.22.2022

SHEET: 3 OF 5

**OAKHURST
CONSULTING**

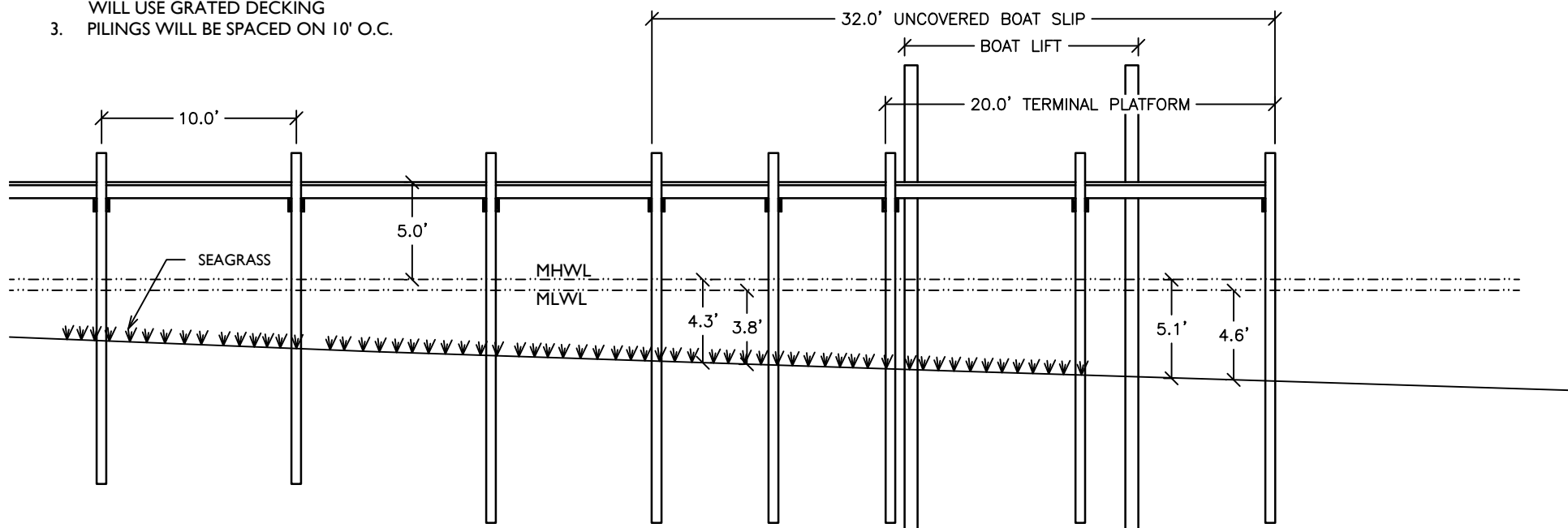
JASON@OAKHURSTCONSULT.COM





NOTES:

1. ACCESS PIER WILL USE 2"x6" DECKING SPACED $\frac{1}{2}$ "
2. TERMINAL PLATFORM & CATWALK WILL USE GRATED DECKING
3. PILINGS WILL BE SPACED ON 10' O.C.



525-B CALHOUN AVE, KLINE DOCK

PROFILE (TYP.)

JOB NO.: 2022.043

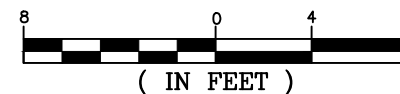
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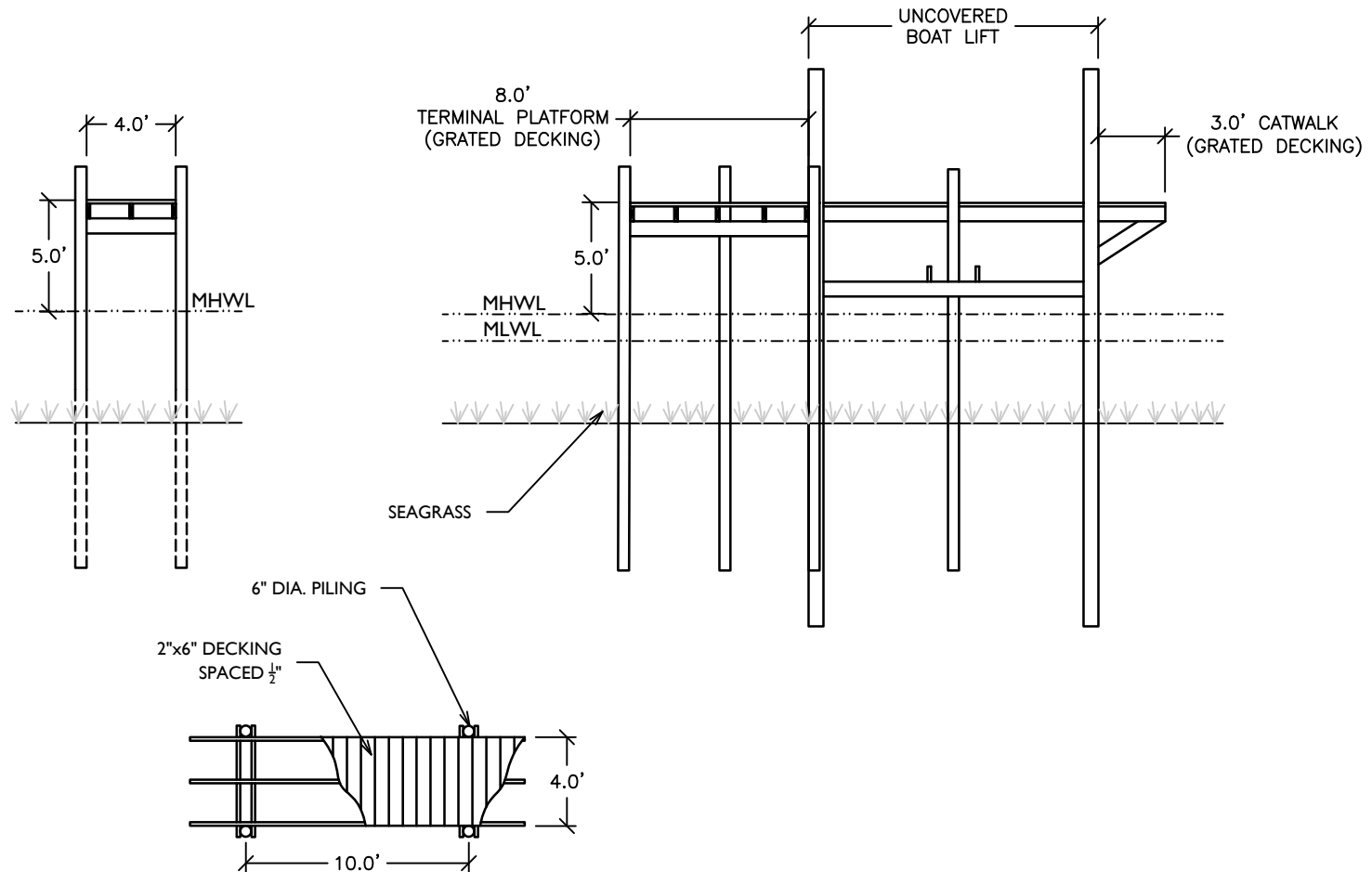
DRAWING DATE: 10.22.2022

SHEET: 4 OF 5

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM





NOTES:

1. ACCESS PIER WILL USE 2"x6"
DECKING SPACED $\frac{1}{2}$ "
2. TERMINAL PLATFORM & CATWALK
WILL USE GRATED DECKING
3. PILINGS WILL BE SPACED ON 10' O.C.

525-B CALHOUN AVE, KLINE DOCK

PROFILE (TYP.)

JOB NO.: 2022.043

DRAWN BY: JAT

DRAWING DATE: 10.22.2022

SHEET: 5 OF 5

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM



COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form to 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-2022-03290 (GP20-RDS)

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) 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-2022-03290 (GP20-RDS)

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

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

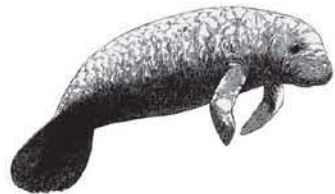
All project vessels

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

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

Submerged Aquatic Vegetation:

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

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

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

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

February 2003 – Manufacturer name changed from ChemGrate to FiberGrate

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

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

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

Marsh:

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

Mangroves.

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

Grid Specifications and Suppliers

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

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

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

February 2003 – Manufacturer name changed from ChemGrate to FiberGrate

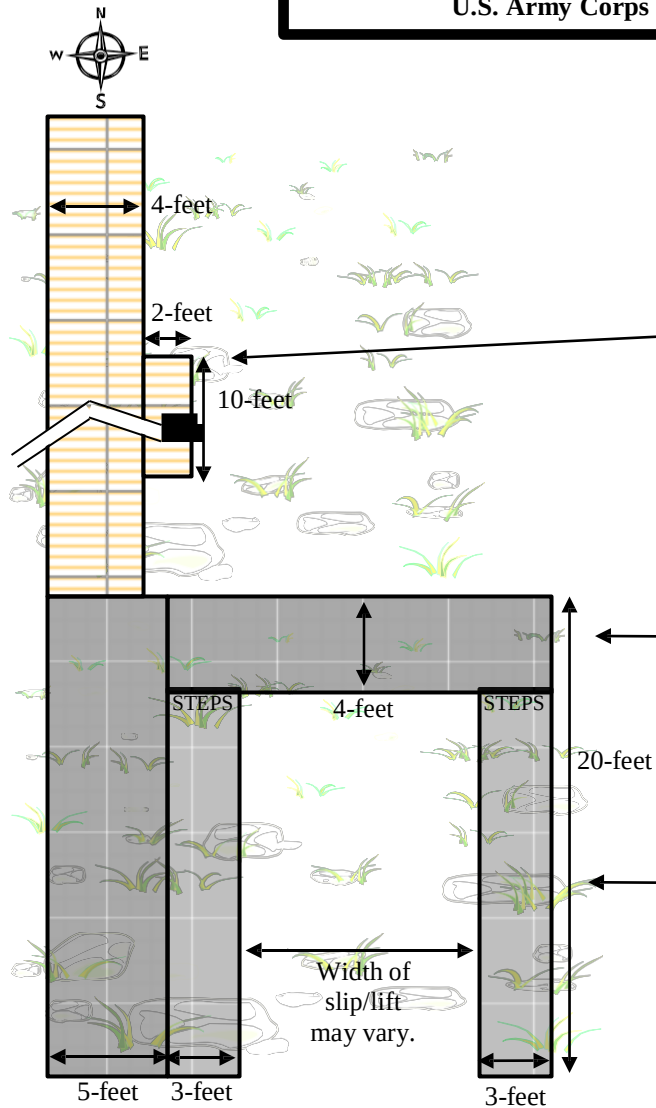
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November 2017 – Manufacturer of grated material updated to include Voyager Industries.

DOCK EXAMPLE — GRATED TERMINAL PLATFORM

Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service—August 2001



OVERHEAD PLAN VIEW

“GRATED DECKING”
 Means manufactured with a minimum of 43% open space.

Spacing of pilings through SAV beds shall be a minimum of 10-feet on center.

MIDPOINT TURNAROUND
 Only for docks over 200-feet long.

LIFT ONLY
 No roof.
 Vessel should be stored as high above MHW as possible.

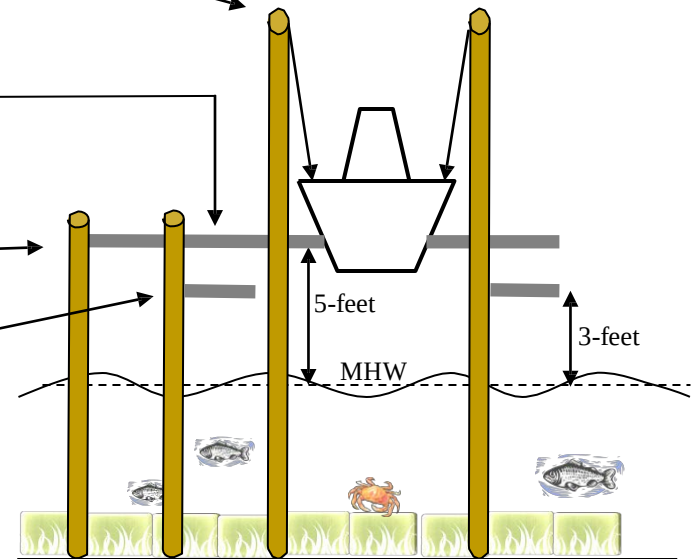
STERN WALKWAY
 Allowed if lift constructed.
 May be less than 4-feet wide if longer slip is needed.

MINIMUM HEIGHT
 No less than 5-feet above MHW

ACCESS CATWALKS
 3-feet wide if grated decking.
 3-feet above MHW to facilitate boat access.
 Cantilevered off main structures; no additional pilings.

NOTES:

- Not to scale.
- All widths are maximum dimension.
- All heights are minimum dimension.
- Piling supported structures over SAV should be oriented north-south to the extent practicable.
- MHW = mean high water

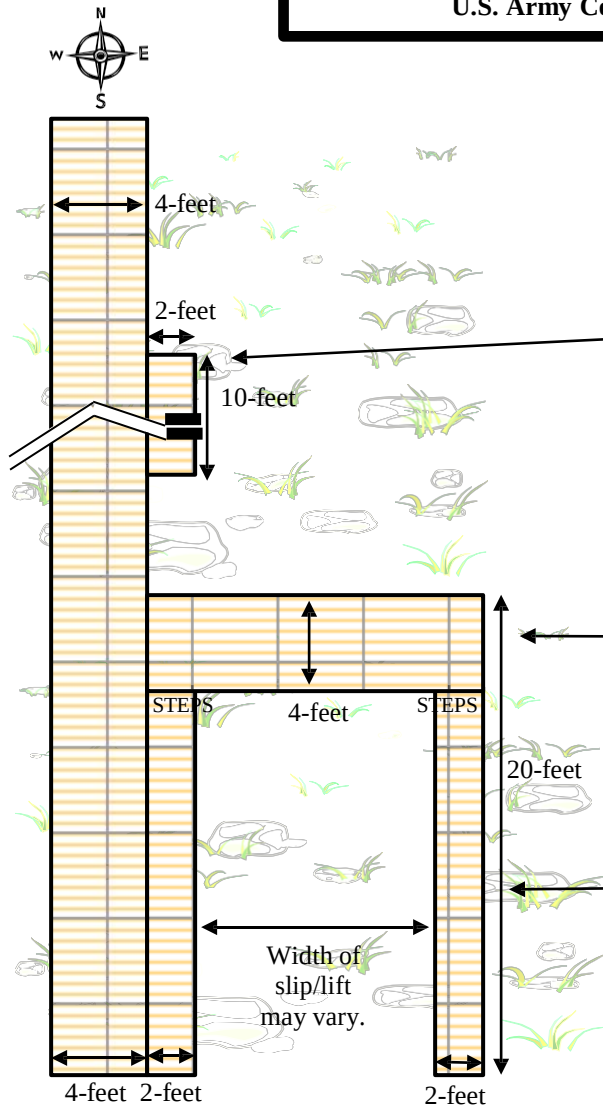


FRONT PLAN VIEW

VER: 201407

DOCK EXAMPLE — WOOD P LANK TERMINAL PLATFORM

Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service—August 2001



OVERHEAD PLAN VIEW

The gaps between deckboards shall be a minimum of 1/2 inch.

Spacing of pilings through SAV beds shall be a minimum of 10-feet on center.

MIDPOINT TURNAROUND
 Only for docks over 200-feet long.

LIFT ONLY
 No roof.
 Vessel should be stored as high above MHW as possible.

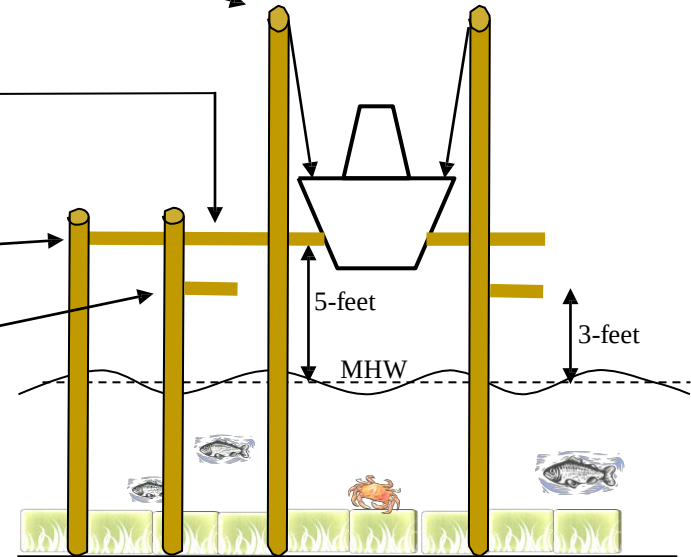
STERN WALKWAY
 Allowed if lift constructed.
 May be less than 4-feet wide if longer slip is needed.

MINIMUM HEIGHT
 No less than 5-feet above MHW

ACCESS CATWALKS
 2-feet wide if wood decking.
 3-feet above MHW to facilitate boat access.
 Cantilevered off main structures; no additional pilings.

NOTES:

- Not to scale.
- All widths are maximum dimension.
- All heights are minimum dimension.
- Piling supported structures over SAV should be oriented north-south to the extent practicable.
- MHW = mean high water



FRONT PLAN VIEW

VER: 201407



VESSEL STRIKE AVOIDANCE MEASURES, NOAA FISHERIES SOUTHEAST REGIONAL OFFICE

Background

Vessel strikes can injure or kill species protected under the Endangered Species Act (ESA) and the Marine Mammal Protection Act (MMPA). NOAA Fisheries Southeast Regional Office (SERO) Protected Resources Division (PRD) recommends implementing the following identification and avoidance measures to reduce the risk of vessel strikes and disturbance from vessels to protected species under our jurisdiction.¹

Protected Species Sightings

All vessel operators and crews should be informed about the potential presence of species protected under the ESA and the MMPA and any critical habitat in a vessel transit area. All vessels should have personnel onboard responsible for observing for the presence of protected species. All personnel should be advised that there are civil and criminal penalties for harming, harassing, or killing listed species and all marine mammals. To determine which protected species and critical habitat may be found in the transit area, please review the relevant [marine mammal](https://www.fisheries.noaa.gov/find-species) and [ESA-listed species](https://www.fisheries.noaa.gov/find-species) at Find A Species (<https://www.fisheries.noaa.gov/find-species>) and any ESA Section 7 consultation documents if applicable.

Vessel Strike Avoidance

The following measures should be taken when they are consistent with safe navigation to avoid causing injury or death of a protected species:

1. Operate at the minimum safe speed when transiting and maintain a vigilant watch for protected species to avoid striking them. Even with a vigilant watch, most marine protected species are extremely difficult to see from a boat or ship, and you cannot rely on detecting them visually and then taking evasive action. The most effective way to avoid vessel strikes is to travel at a slow, safe speed. Whenever possible, assign a designated individual to observe for protected species and limit vessel operation to only daylight hours.
2. Follow deep-water routes (e.g., marked channels) whenever possible.
3. Operate at “Idle/No Wake” speeds in the following circumstances:
 - a. while in any project construction areas
 - b. while in water depths where the draft of the vessel provides less than four feet of clearance from the bottom, or
 - c. in all depths after a protected species has been observed in and has recently departed the area.

¹ Manatees are managed under the jurisdiction of the U.S. Fish and Wildlife Service.

4. When a protected species is sighted, attempt to maintain a distance of 150 feet or greater between the animal and the vessel. Reduce speed and avoid abrupt changes in direction until the animal(s) has left the area.
5. When dolphins are bow- or wake-riding, maintain course and speed as long as it is safe to do so or until the animal(s) leave the vicinity of the vessel.
6. If a whale is sighted in the vessel's path or within 300 feet from the vessel, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area. *Please see below for additional requirements for North Atlantic right whales.*
7. If a whale is sighted farther than 300 feet from the vessel, maintain a distance of 300 feet or greater between the whale and the vessel and reduce speed to 10 knots or less. *Please see below for additional requirements for North Atlantic right whales.*

Injured or Dead Protected Species Reporting

Vessel crews should report sightings of any injured or dead protected species immediately regardless of whether the injury or death is caused by your vessel. Please see [How to Report a Stranded or Injured Marine Animal](https://www.fisheries.noaa.gov/report) (<https://www.fisheries.noaa.gov/report>) for the most up to date information for reporting injured or dead protected species.

If the injury or death is caused by your vessel, also report the interaction to NOAA Fisheries SERO PRD at takereport.nmfsser@noaa.gov. Please include the species involved, the circumstances of the interaction, the fate and disposition of the animal involved, photos (if available), and contact information for the person who can provide additional details if requested. Please include the project's Environmental Consultation Organizer (ECO) number and project title in the subject line of email reports if a consultation has been completed.

Reporting Violations

To report any suspected ESA or MMPA violation, call the NOAA Fisheries Enforcement Hotline. This hotline is available 24 hours a day, 7 days week for anyone in the United States.

NOAA Fisheries Enforcement Hotline: (800) 853-1964

Additional Transit and Reporting Requirements for North Atlantic Right Whales

1. Federal regulation prohibits approaching or remaining within 500 yards of a North Atlantic right whale (50 CFR 224.103 (c)). All whales sighted within North Atlantic right whale critical habitat should be assumed to be right whales. Please be aware and follow restrictions for all Seasonal Management Areas along the U.S. east coast. These areas have vessel speed restrictions to reduce vessel strikes risks to migrating or feeding whales. More information can be found at [Reducing Vessel Strikes to North Atlantic Right Whales](https://www.fisheries.noaa.gov/national/endangered-species-conservation/reducing-vessel-strikes-north-atlantic-right-whales) (<https://www.fisheries.noaa.gov/national/endangered-species-conservation/reducing-vessel-strikes-north-atlantic-right-whales>).
2. Ships greater than 300 gross tons entering the WHALESOUTH reporting area are required to report to a shore-based station. For more information on reporting procedures consult 33 CFR Part 169, the Coast Pilot, or at [Reducing Vessel Strikes to North Atlantic](https://www.fisheries.noaa.gov/national/endangered-species-conservation/reducing-vessel-strikes-north-atlantic-right-whales)

[Right Whales](https://www.fisheries.noaa.gov/national/endangered-species-conservation/reducing-vessel-strikes-north-atlantic-right-whales) (<https://www.fisheries.noaa.gov/national/endangered-species-conservation/reducing-vessel-strikes-north-atlantic-right-whales>).

3. From November through April, vessels approaching/departing Florida ports of Jacksonville and Fernandina Beach as well as Brunswick Harbor, Georgia are **STRONGLY RECOMMENDED** to use Two-Way Routes displayed on nautical charts. More information on [Compliance with the Right Whale Ship Strike Reduction Rule](https://media.fisheries.noaa.gov/2021-06/compliance_guide_for_right_whale_ship_strike_reduction.pdf) can be found at (https://media.fisheries.noaa.gov/2021-06/compliance_guide_for_right_whale_ship_strike_reduction.pdf)
4. Mariners shall check with various communication media for general information regarding avoiding vessel strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard Broadcast to Mariners, Local Notice to Mariners, and NAVTEX. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled “A Prudent Mariner’s Guide to Right Whale Protection” (contact the NOAA Fisheries SERO, Protected Resources Division for more information regarding the CD).
5. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16 and the NOAA Fisheries Southeast Marine Mammal Stranding Hotline at (877) WHALE HELP (877-942-5343).

For additional information, please contact NOAA Fisheries SERO PRD at:

NOAA Fisheries Service

Southeast Regional Office

263 13th Avenue South

St. Petersburg, Florida 33701

Visit us on the web at [Protected Marine Life in the Southeast](https://www.fisheries.noaa.gov/region/southeast#protected-marine-life)

(<https://www.fisheries.noaa.gov/region/southeast#protected-marine-life>)

Revised: May 2021

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.I.**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney**DATE:** March 15, 2023**SUBJECT:** Single-Family Residential Marine Construction Proposed at 783 Bayou Dr.

I. BACKGROUND: Compass Marine Group, LLC, on behalf of Victor and Barbara Barrett, has submitted a Harbor and Waterways Board (HWB) application for City Council review for the construction of a single-family residential marine construction project at 783 Bayou Dr (Parcel ID: 00-2S-22-1320-0007-0000). The project proposes the modification of an existing dock and the construction of two finger piers, one access pier, and a boat slip w/ overhang.

II. DISCUSSION: The applicant requests City Council approval for single-family marine construction located at 783 Bayou Dr, located within Joe's Bayou, a Class II Florida Waterbody, and tributary of Choctawhatchee Bay. The application includes the removal of the existing boat slip and pilings and replace with new/modified boat slips. This replacement includes constructing two (2) 46' x 4' finger piers, a 31' x 6' access pier, and a 39' x 50' covered boat lift, comprising $\pm$ 2,504 SF. The shared dock will remain as is.

The proposed marine construction project meets the following requirements of ***Section 11.05.00, City of Destin Land Development Code (LDC)***,

- ***11.05.01.A, 11.05.01.B*** – Construction of new dock
- ***11.05.01.F, 11.05.01.G, and 11.05.01.M*** – Length of the pier
- ***11.05.01.N*** – Slip density
- ***11.05.01.S*** - Notifying adjoining landowners when a dock is placed within 25-foot riparian setback
- ***11.05.01.U*** – Installation of white navigation/security night-light

COMPREHENSIVE PLAN CONSISTENCY: The proposed marine construction

project is consistent with Comprehensive Plan **Goal: 6-1: Coastal Management Element, Objective 6-1.5: Land Use Controls and Construction Standards for Protecting the Natural Shoreline and the Natural Shoreline and the Beach/Dune System**, and **Policy 6-1.5.5: Enforce Marina Siting Criteria and Construction Standards**.

- A. **Link to Strategic Goals / Objectives:** Enhance Quality of Life
- 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 a receipt of submittal from Florida Department of Environmental Protection (FDEP) of Self-Certification, File # 0428299001EE. City Staff reviewed the application and determined that the plans comply with City Codes and regulations. Specifically, the proposed dock complies with **LDC Section 11.05.01, Marina Siting**, and the Coastal Management Element of the City's Comprehensive Plan (**Coastal Management Element Policy 6-1.5.5**).

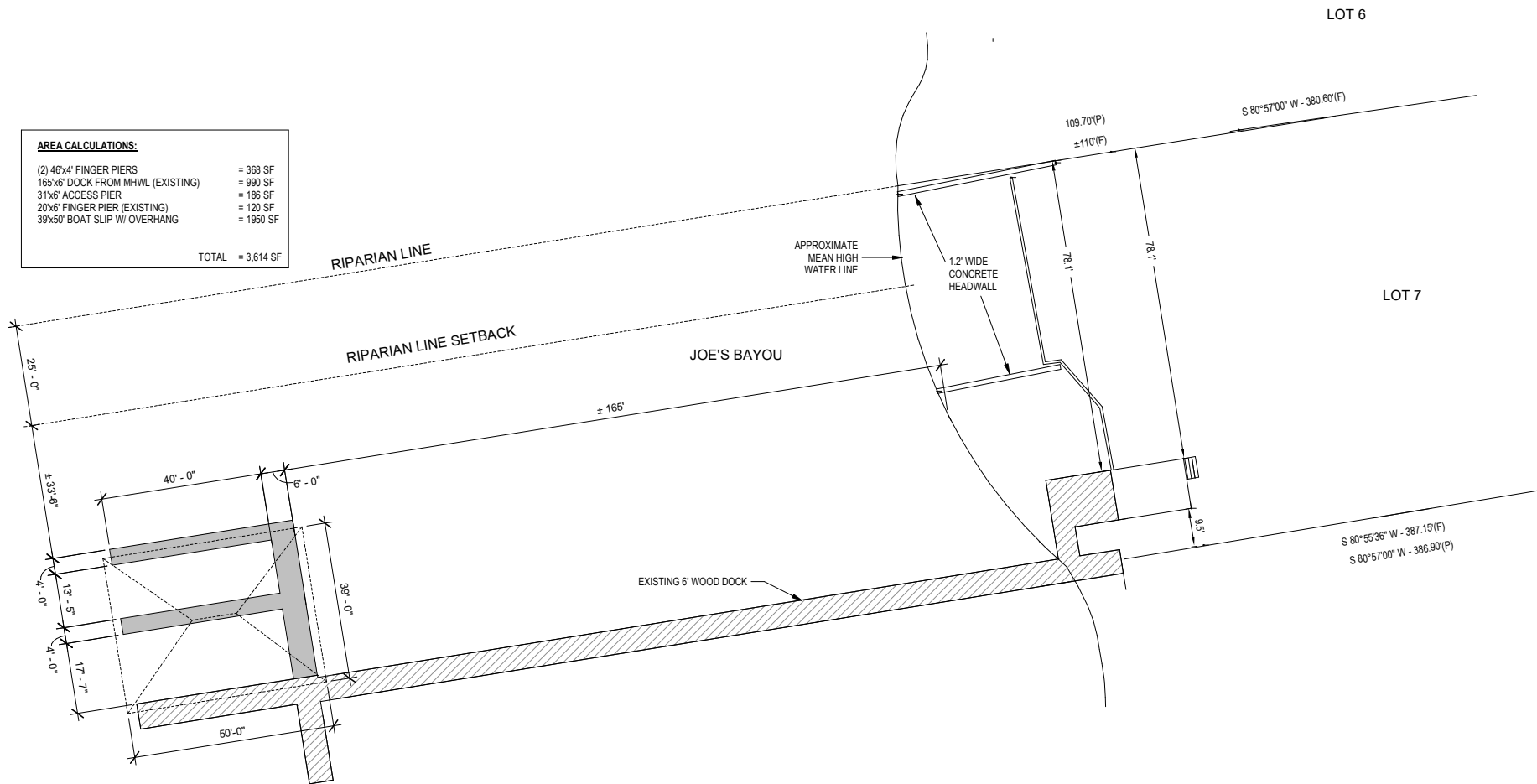
HARBOR AND WATERWAYS BOARD RECOMMENDATION: At the regularly scheduled Harbor and Waterways Board (HWB) meeting on February 27, 2023, the Harbor and Waterways Board voted 5-1 in favor of recommending City Council approval of the proposed single-family marine construction project located at 783 Bayou Dr, consisting of the modification of an existing dock and the construction of two finger piers, one access pier, and a boat slip w/ overhang, subject to the applicant meeting all applicable City permit requirements.

IV. RECOMMENDED MOTION: I move that City Council approve the single-family marine construction project located at 783 Bayou Dr, subject to the applicant meeting all applicable City, State and Federal permit requirements.

ALTERNATE MOTION: I move that the City Council deny the single-family marine construction project located at 783 Bayou Drive.

Attachments:

1. A. Site Plan
2. B. Structural Plans
3. C. FDEP Receipt of Submittal
4. D. FDEP Construction Submittal
5. E. Agent Affidavit
6. F. Cost Estimate & Scope of Work
7. G. Site Photos
8. H. Warranty Deed
9. I. Adjacent Property Notification

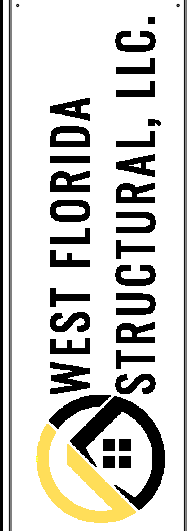


AREA CALCULATIONS:	
(2) 46'x4' FINGER PIERS	= 368 SF
165'x6' DOCK FROM MHWL (EXISTING)	= 990 SF
31'x6' ACCESS PIER	= 186 SF
20'x6' FINGER PIER (EXISTING)	= 120 SF
39'x50' BOAT SLIP W/ OVERHANG	= 1950 SF
TOTAL	= 3,614 SF

1 PROPOSED SITE PLAN
1" = 20'-0"



Date: 01/2023
Designed By: M. CULLENS
Drawn By: M. CULLENS
Checked By: M. CULLENS



DRAWINGS ON
12"x18" SHEET ARE
HALF SCALE

783 BAYOU DRIVE
DESTIN, FL 32541
OKALOOSA COUNTY, FLORIDA

SHEET TITLE
SITE PLAN

SHEET NUMBER
G-1

STRUCTURAL NOTES

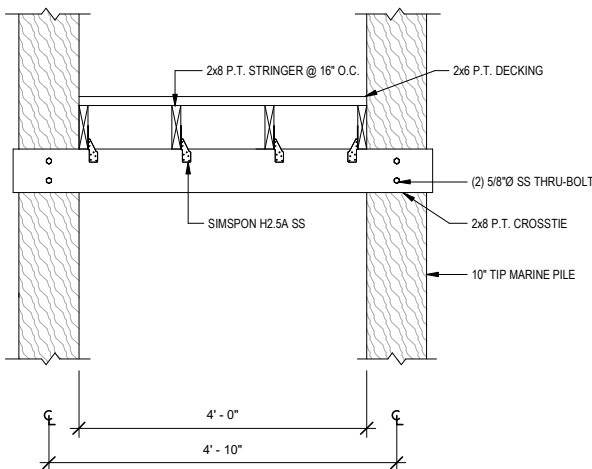
GENERAL

- DESIGN CODE DATA
 - 2018 INTERNATIONAL BUILDING CODE
 - 2020 FLORIDA STATE BUILDING CODE
 - ASCE 7-16: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
 - ANSI/AF&PA NDS-2005: NATIONAL DESIGN SPECIFICATION FOR WOOD STRUCTURE
- DESIGN LOADS:
 - DEAD LOADS:
 - ROOF: 15 PSF
 - LIVE LOADS: 20 PSF
 - WIND DESIGN CRITERIA:
 - WIND SPEED: 150 MPH (ULT)
 - EXPOSURE: D
 - RISK CATEGORY: I
 - ENCLOSURE CLASSIFICATION: OPEN
- MAXIMUM ALLOWABLE DEFLECTION CRITERIA:
 - ROOF: L/360 LIVE LOAD; L/240 TOTAL LOAD
- THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOAD IMPOSED UPON OR EXISTING STRUCTURAL FRAMING. CONSTRUCTION LOADS SHALL NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING AT THE TIME THE LOADS ARE IMPOSED.
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- THE CONTRACTOR IS RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTION AND ALL JOB SITE SAFETY. VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO THE START OF CONSTRUCTION - RESOLVE ANY DISCREPANCY WITH ARCHITECT. DO NOT SCALE DRAWINGS.
- THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO CONSTRUCTING. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCY IMMEDIATELY. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL BUILDING MATERIALS AND COMPONENTS. COMPONENT LOCATIONS ARE SHOWN FOR DESIGN INTENT, NOT EXACT LOCATION. SPECIFICALLY INDEPENDENTLY PREPARED SHOP DRAWINGS ARE REQUIRED OF ALL TRADES FOR COORDINATION AND BEST PRACTICE. ERRORS OR OMISSIONS IN INSTALLATION DUE TO THE CONTRACTOR'S FAILURE TO COORDINATE THE WORK WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

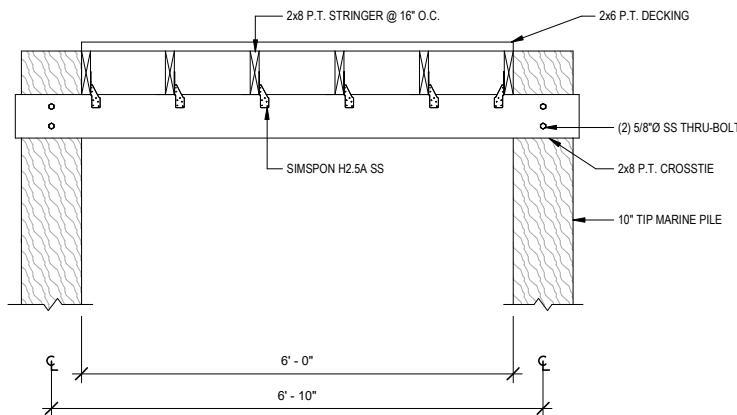
WOOD CONSTRUCTION

- ALL DIMENSIONAL LUMBER SHALL BE #2 SYP TREATED OR EQUAL.
- ALL STRAPS & TIES & NAILS SHALL BE STAINLESS STEEL.
- ALL PILES TO BE TREATED TO MAXIMUM ALLOWED BY DEP.
- ALL BOLTS AND HARDWARE SHALL BE STAINLESS STEEL.
- BOLT HOLES IN WOOD SHALL BE DRILLED 1/16" MAXIMUM OVERSIZE. HOLES FOR SCREWS AND LAG SCREWS SHALL BE FIRST BORED FOR THE SAME DEPTH AND DIAMETER OF THE SHANK, THEN THE REMAINDER OCCUPIED BY THE THREADED PORTION SHALL BE BORED NOT LARGER IN DIAMETER THAN THE ROOT OF THE THREAD. ALL SCREWS SHALL BE SCREWED, NOT DRIVEN INTO PLACE.
- PROVIDE SS WASHERS UNDER ALL NUTS AND HEADS OF BOLTS AND LAG SCREWS, WASHERS ARE NOT NEEDED UNDER CARRIAGE BOLT HEADS

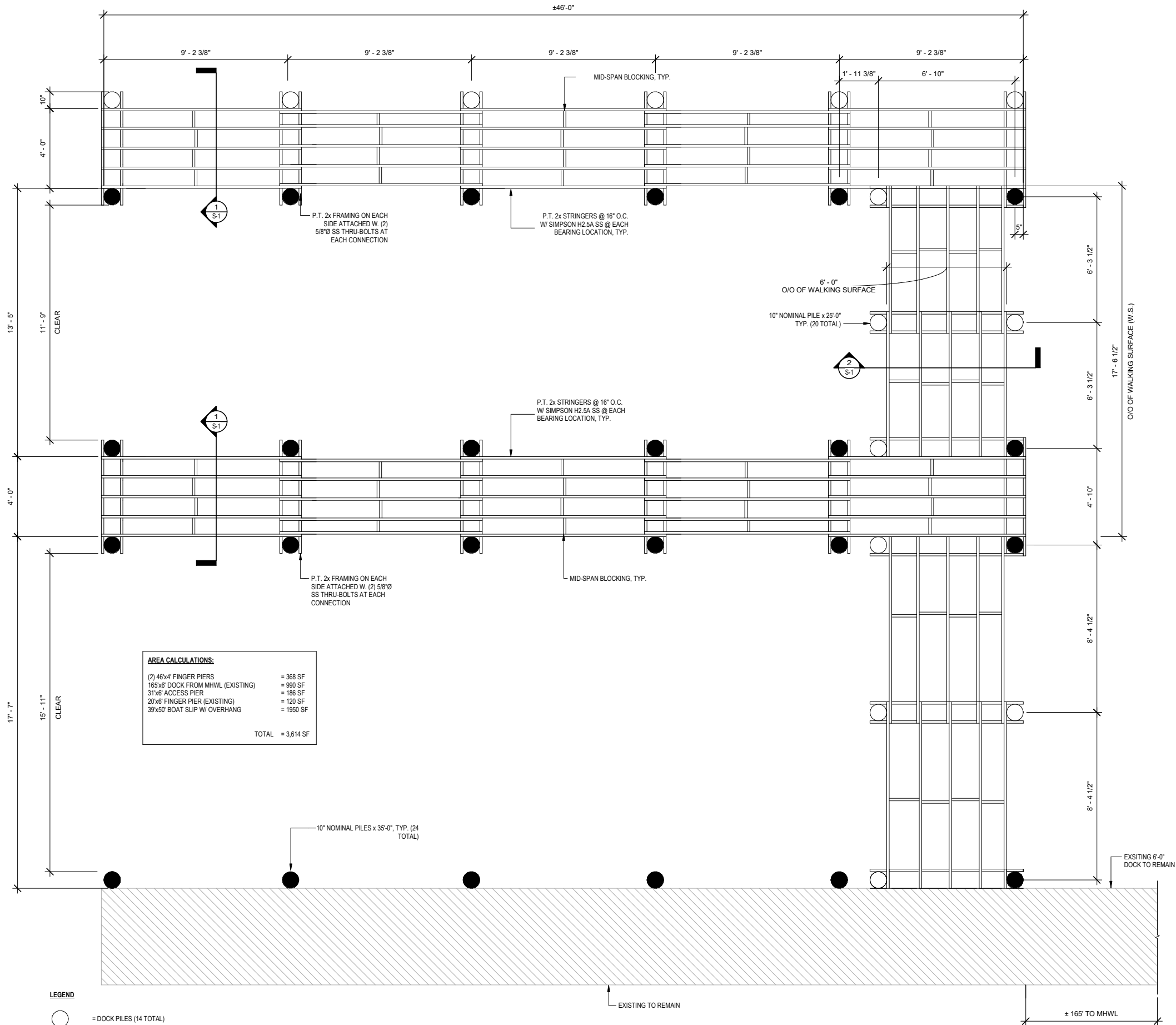
NOTE: THESE PLANS ARE FOR BOAT LIFT ROOF ONLY. SOIL CONDITIONS WERE NOT PROVIDED THUS EMBEDMENT DEPTH COULD NOT BE CALCULATED.



1 4'-0" DOCK SECTION
3/4" = 1'-0"



2 6'-0" DOCK SECTION
3/4" = 1'-0"



3 PILE LAYOUT & DECK PLAN
3/8" = 1'-0"



Date: 10/2022
Designed By: M. CULLENS
Drawn By: M. CULLENS
Checked By: M. CULLENS

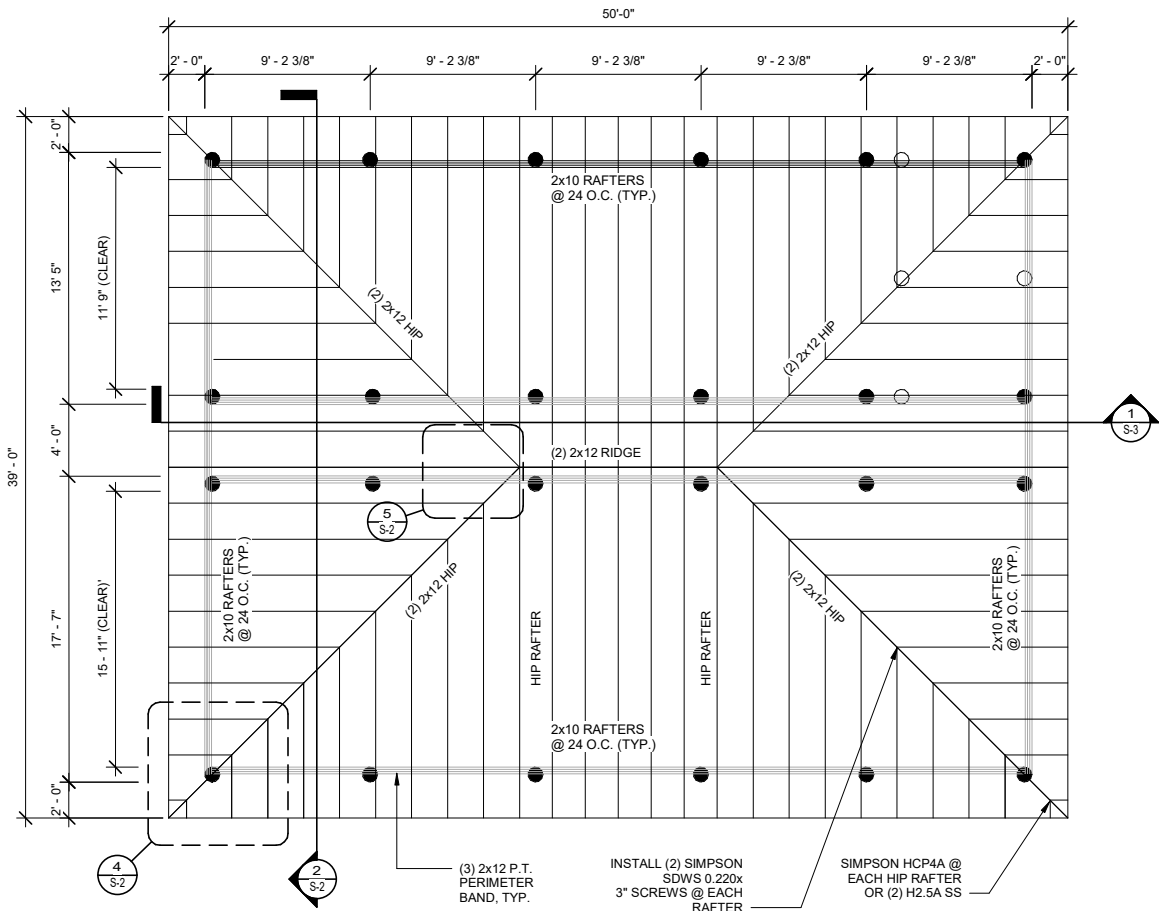


DRAWINGS ON
12"x18" SHEET ARE
HALF SCALE

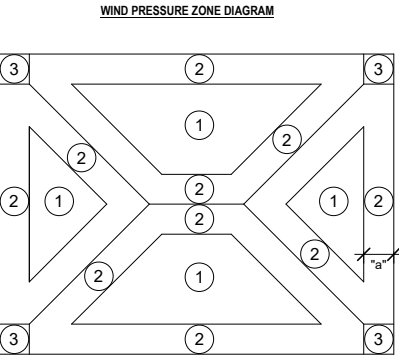
783 BAYOU DRIVE
DESTIN, FL 32541
OKALOOSA COUNTY, FLORIDA

SHEET TITLE
OVERALL
PLAN/
DETAILS

SHEET NUMBER
S-1



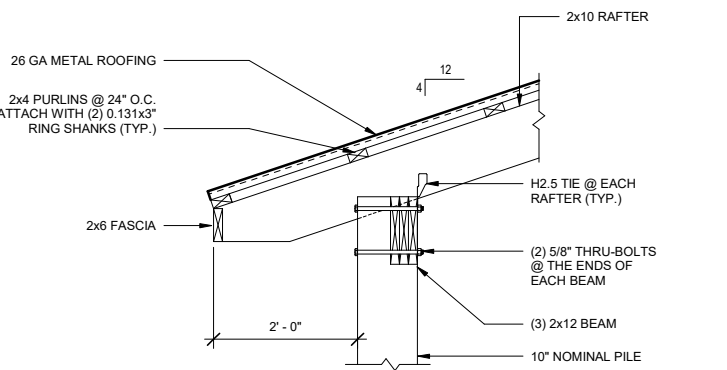
1 ROOF PLAN
3/16" = 1'-0"



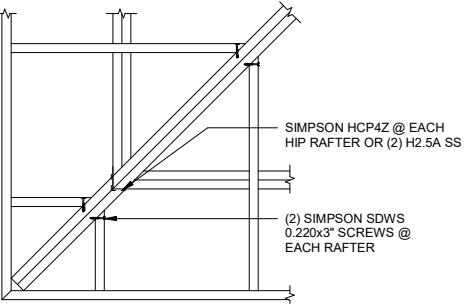
COMPONENTS & CLADDING DESIGN PRESSURES (PSF)			
ROOF			
AREA	≤ 12.3 SF	>12.3 SF ≤ 49 SF	>49 SF
ZONE 1	33.4, -30.7	33.4, -30.7	33.4, -30.7
ZONE 2	51.6, -47.6	51.6, -47.6	33.4, -30.7
ZONE 3	66.8, -61.5	51.6, -47.6	33.4, -30.7

ROOF UPLIFT ARE ULTIMATE. PRESSURES MAY BE MULTIPLIED BY 0.6 FACTOR FOR ASD PRESSURES.
"a" = 3'-6"

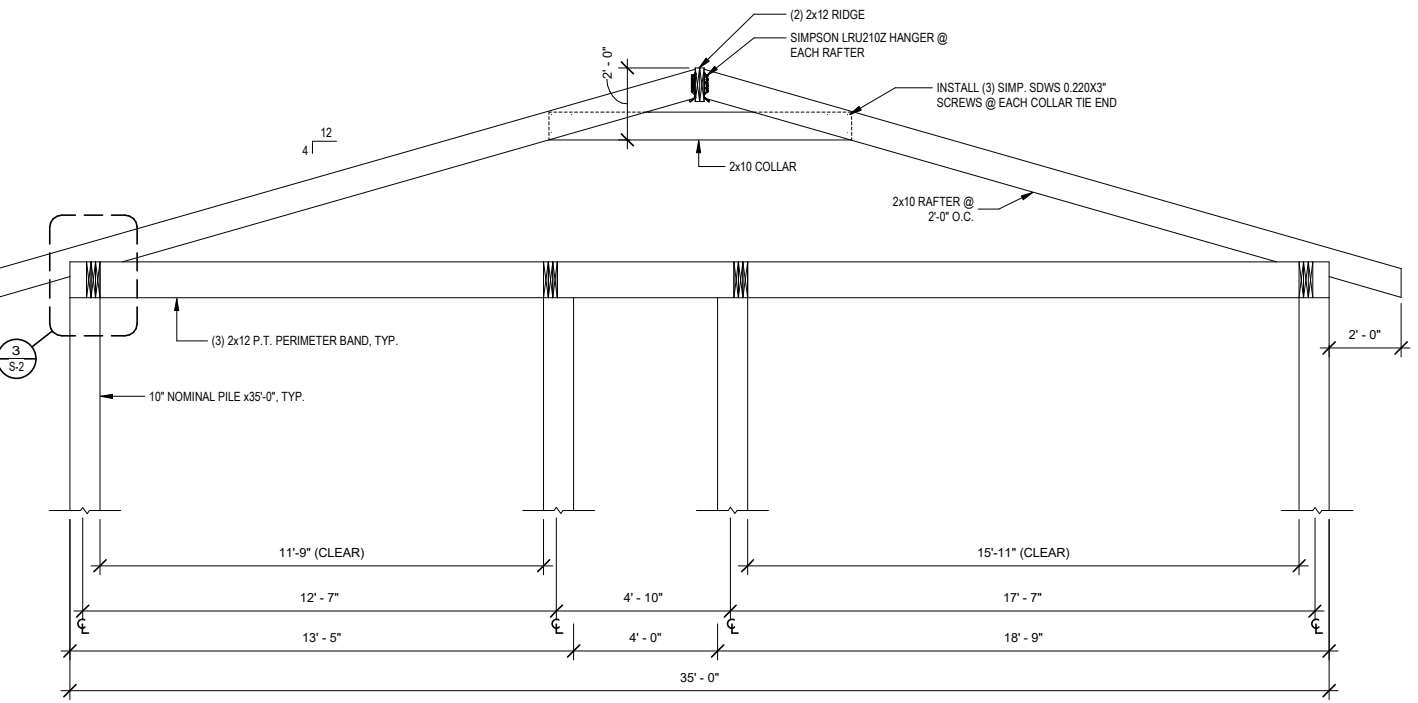
- LEGEND**
- = DOCK PILES (14 TOTAL)
 - = PILES TO ROOF (24 TOTAL)



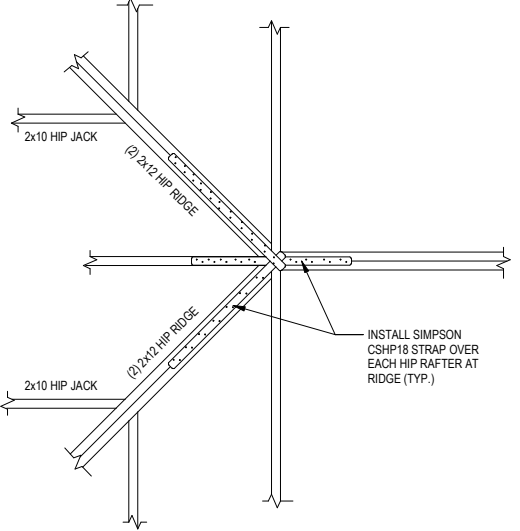
3 TRUSS CONNECTION DETAIL
3/4" = 1'-0"



4 HIP JACK CONNECTION DETAIL
3/4" = 1'-0"



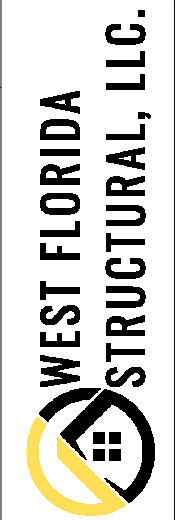
2 TYPICAL TRUSS SECTION
3/8" = 1'-0"



5 HIP TO RIDGE CONNECTION DETAIL
3/4" = 1'-0"



Date: 10/2022
Designed By: M. CULLENS
Drawn By: B. TA
Checked By: M. CULLENS

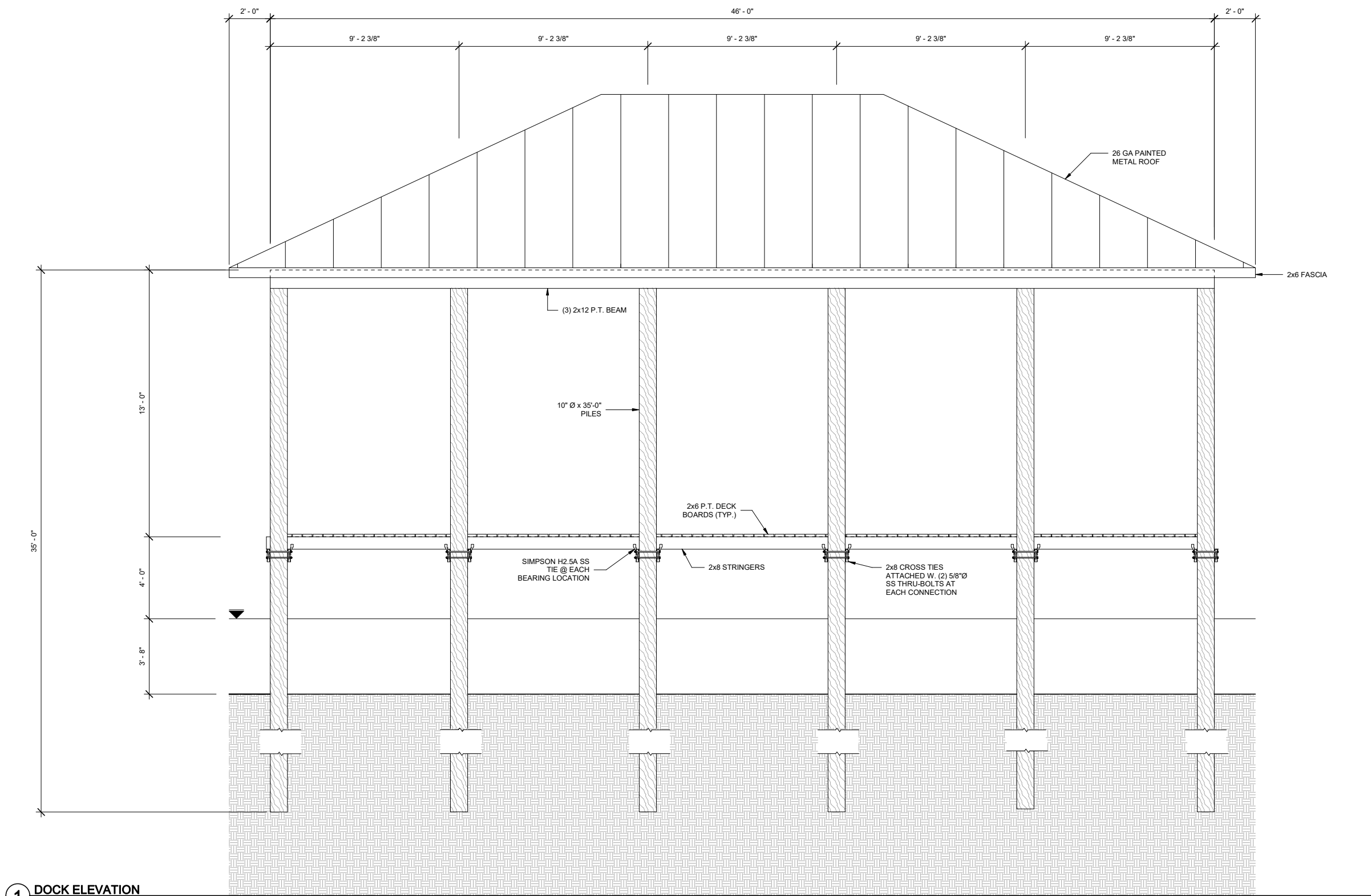


DRAWINGS ON 12"x18" SHEET ARE HALF SCALE

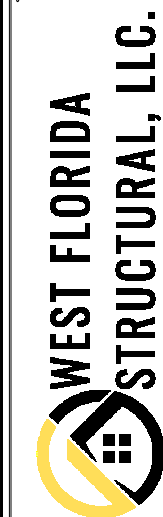
783 BAYOU DRIVE
DESTIN, FL 32541
OKALOOSA COUNTY, FLORIDA

SHEET TITLE
ROOF PLAN & DETAILS

SHEET NUMBER
S-2



Date: 10/2022
Designed By: M. CULLENS
Drawn By: B. TA
Checked By: M. CULLENS



DRAWINGS ON
12"x18" SHEET ARE
HALF SCALE

783 BAYOU DRIVE
DESTIN, FL 32541
OKALOOSA COUNTY, FLORIDA

SHEET TITLE
DOCK
ELEVATION

SHEET NUMBER
S-3

STRUCTURAL NOTES

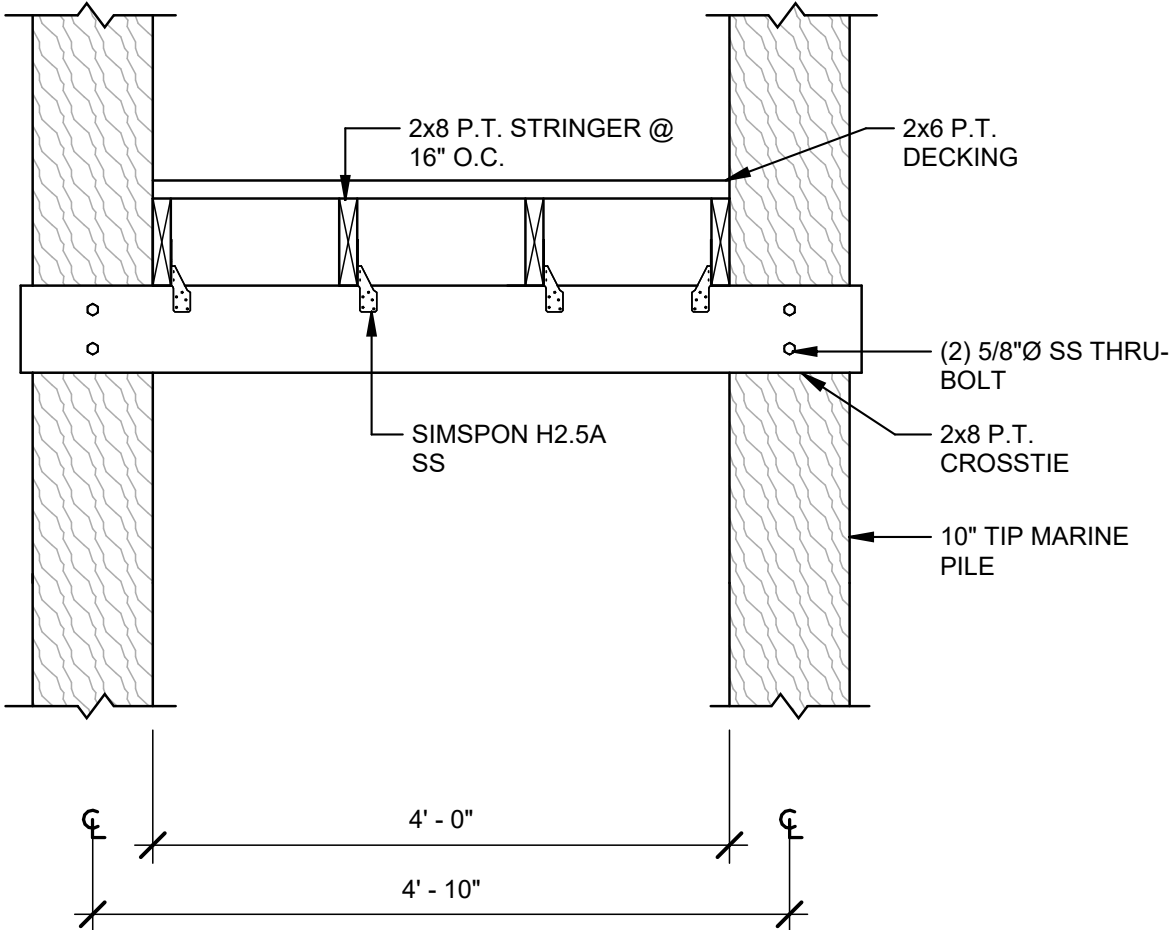
GENERAL

- DESIGN CODE DATA
 - 2018 INTERNATIONAL BUILDING CODE
 - 2020 FLORIDA STATE BUILDING CODE
 - ASCE 7-16: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
 - ANSI/AF&PA NDS-2005: NATIONAL DESIGN SPECIFICATION FOR WOOD STRUCTURE
- DESIGN LOADS:
 - DEAD LOADS:
 - ROOF: 15 PSF
 - LIVE LOADS: 20 PSF
 - WIND DESIGN CRITERIA
 - WIND SPEED: 150 MPH (ULT)
 - EXPOSURE: D
 - RISK CATEGORY: I
 - ENCLOSURE CLASSIFICATION: OPEN
- MAXIMUM ALLOWABLE DEFLECTION CRITERIA:
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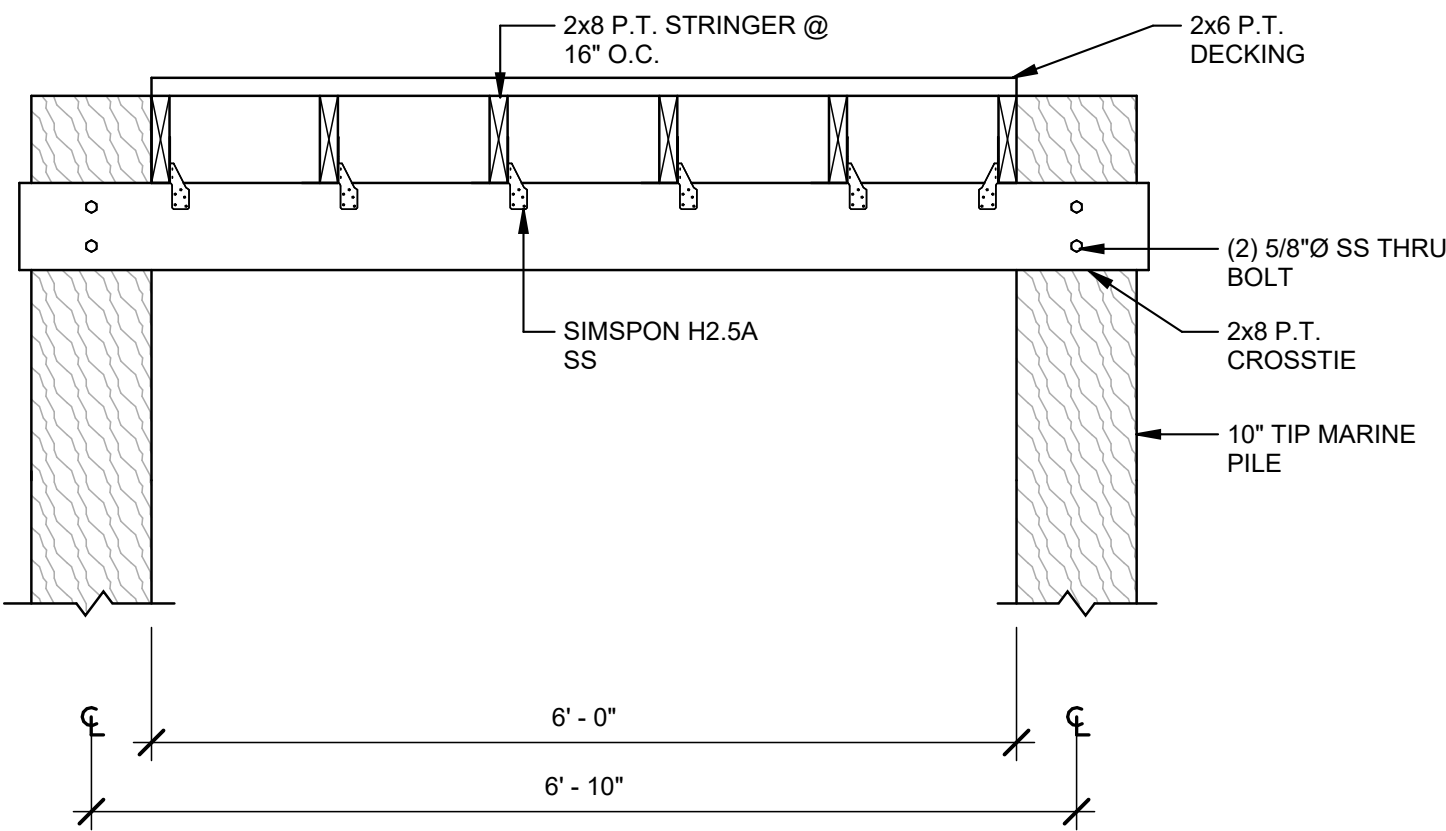
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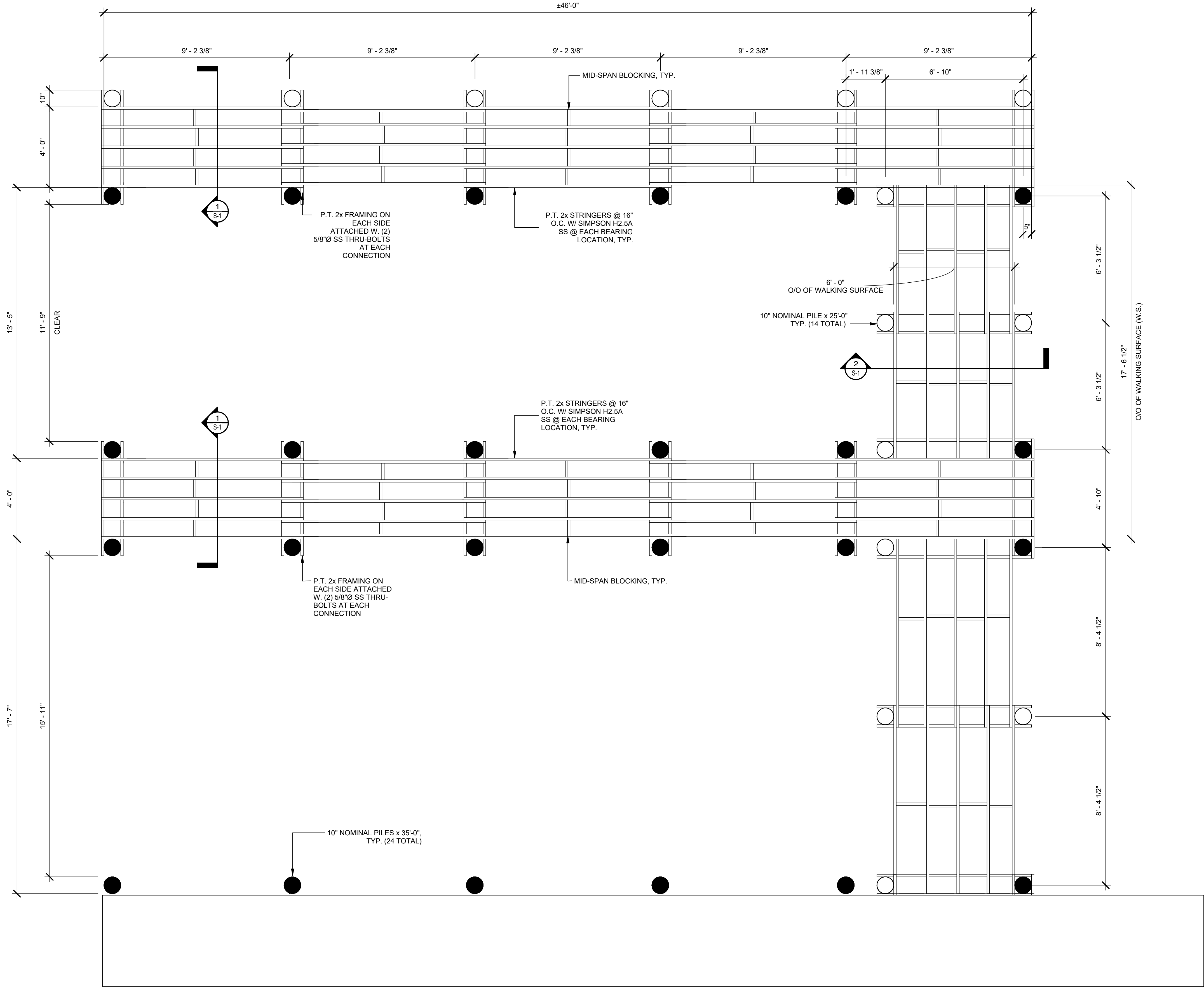
NOTE: THESE PLANS ARE FOR BOAT LIFT ROOF ONLY. SOIL CONDITIONS WERE NOT PROVIDED THUS EMBEDMENT DEPTH COULD NOT BE CALCULATED.



1 4'-0" DOCK SECTION
3/4" = 1'-0"



2 6'-0" DOCK SECTION
3/4" = 1'-0"



LEGEND

- DOCK PILES (14 TOTAL)
- = PILES TO ROOF (24 TOTAL)



PILE LAYOUT & DECK PLAN
3/8" = 1'-0"



Date: 10/2022
Designed By: M. CULLENS
Drawn By: M. CULLENS
Checked By: M. CULLENS

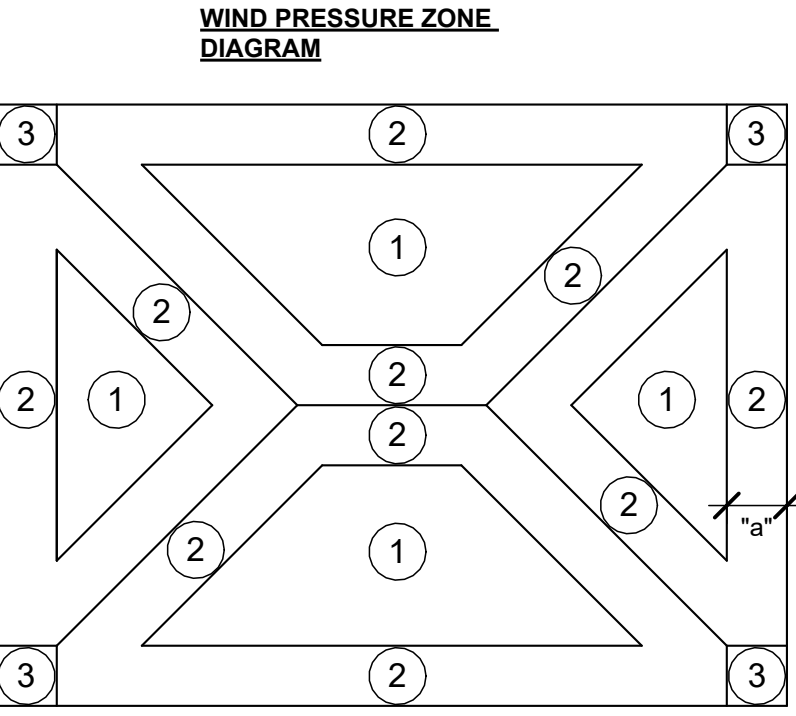
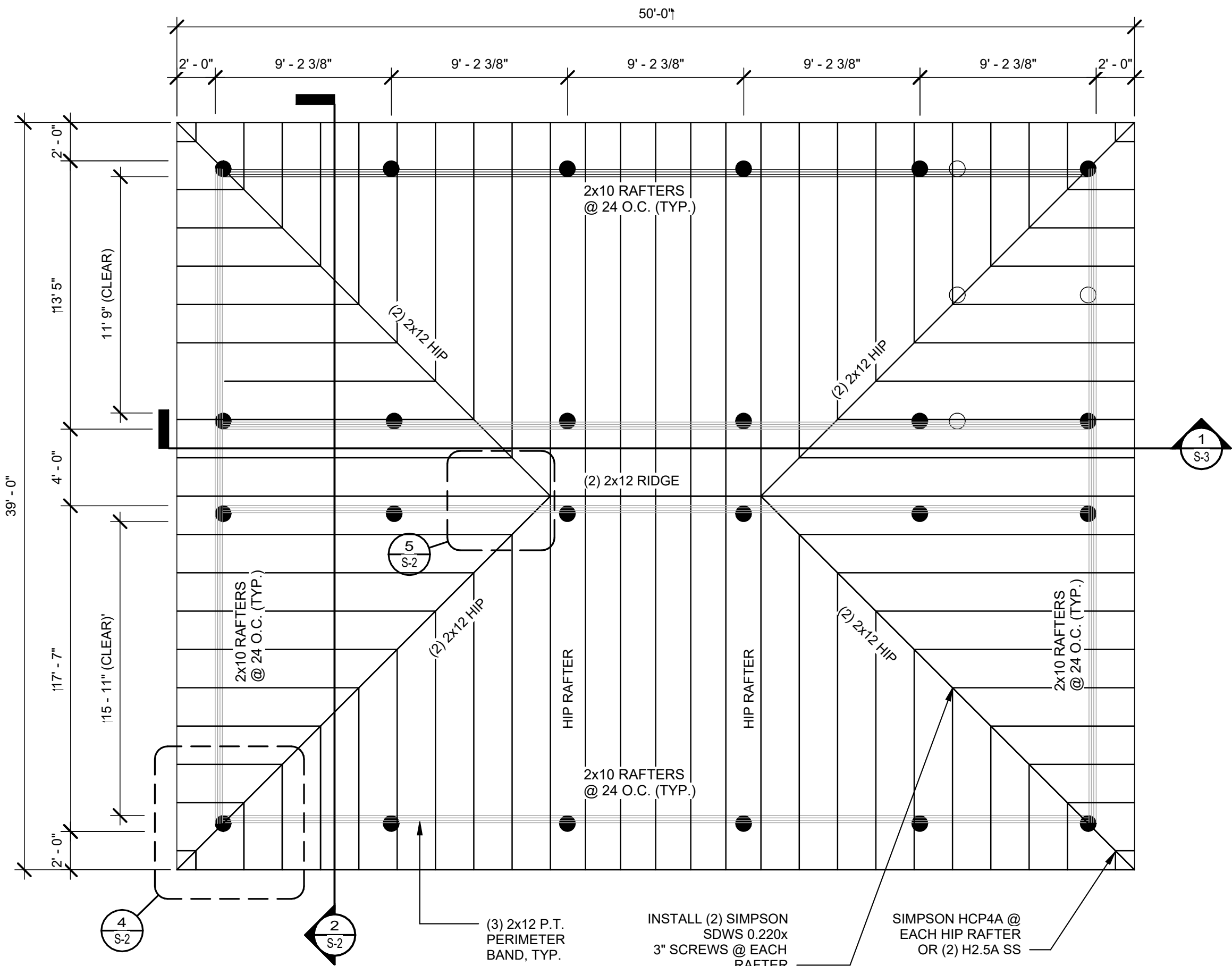


DRAWINGS ON
12"x18" SHEET ARE
HALF SCALE

783 BAYOU DRIVE
DESTIN, FL 32541
OKALOOSA COUNTY, FLORIDA

SHEET TITLE
OVERALL
PLAN/
DETAILS

SHEET NUMBER
S-1



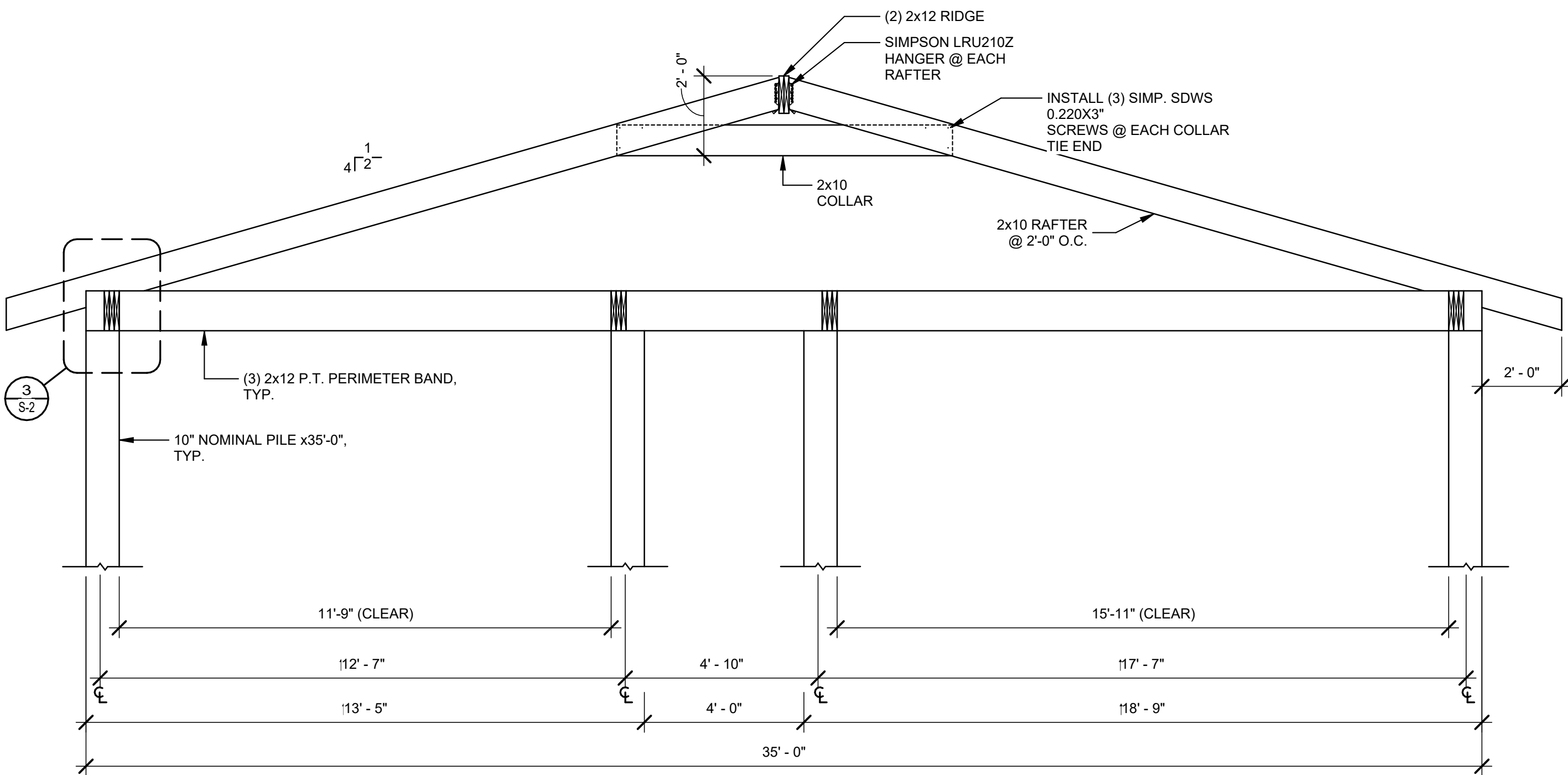
COMPONENTS & CLADDING DESIGN PRESSURES (PSF)			
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ZONE 1	33.4, -30.7	33.4, -30.7	33.4, -30.7
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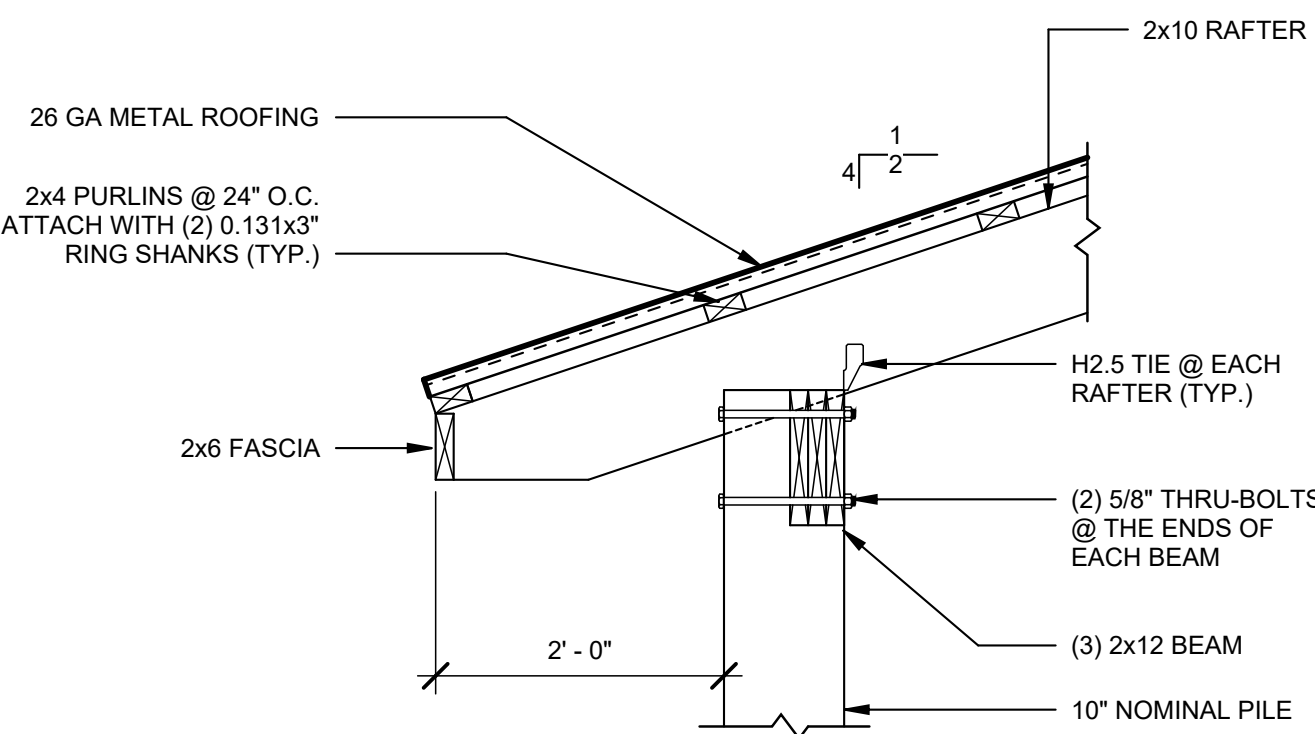
*a" = 3'-6"

- LEGE**
- ND = DOCK PILES (6 TOTAL)
 - = PILES TO ROOF (24 TOTAL)

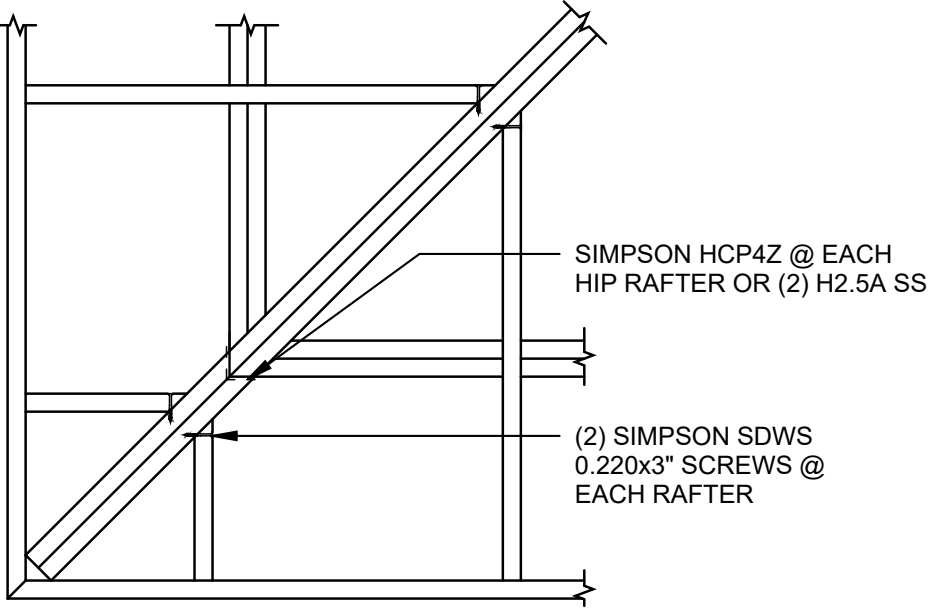
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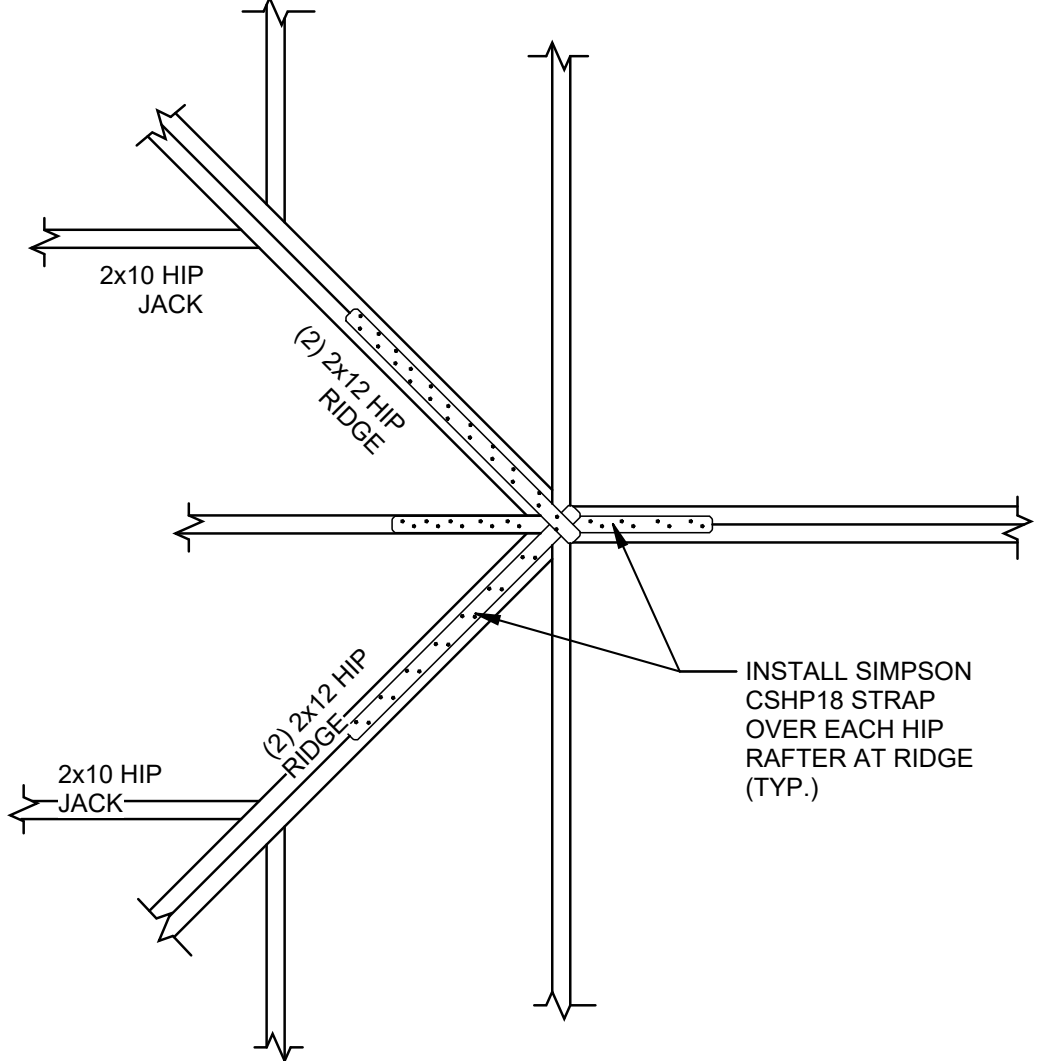
2 TYPICAL TRUSS SECTION
3/8" = 1'-0"



3 TRUSS CONNECTION DETAIL
3/4" = 1'-0"



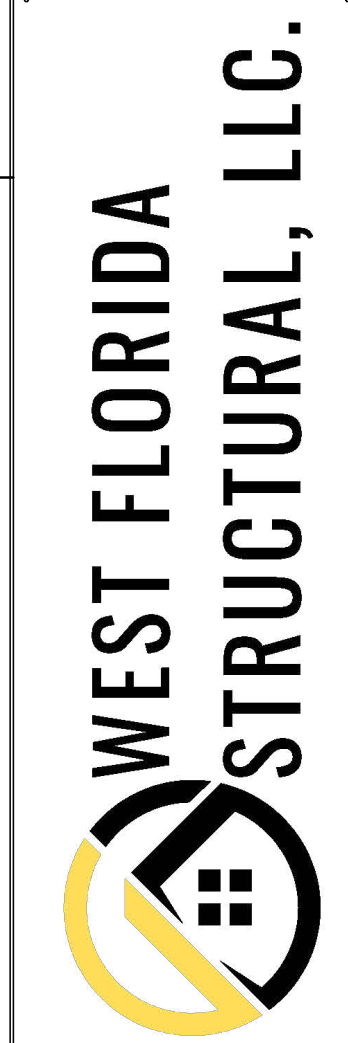
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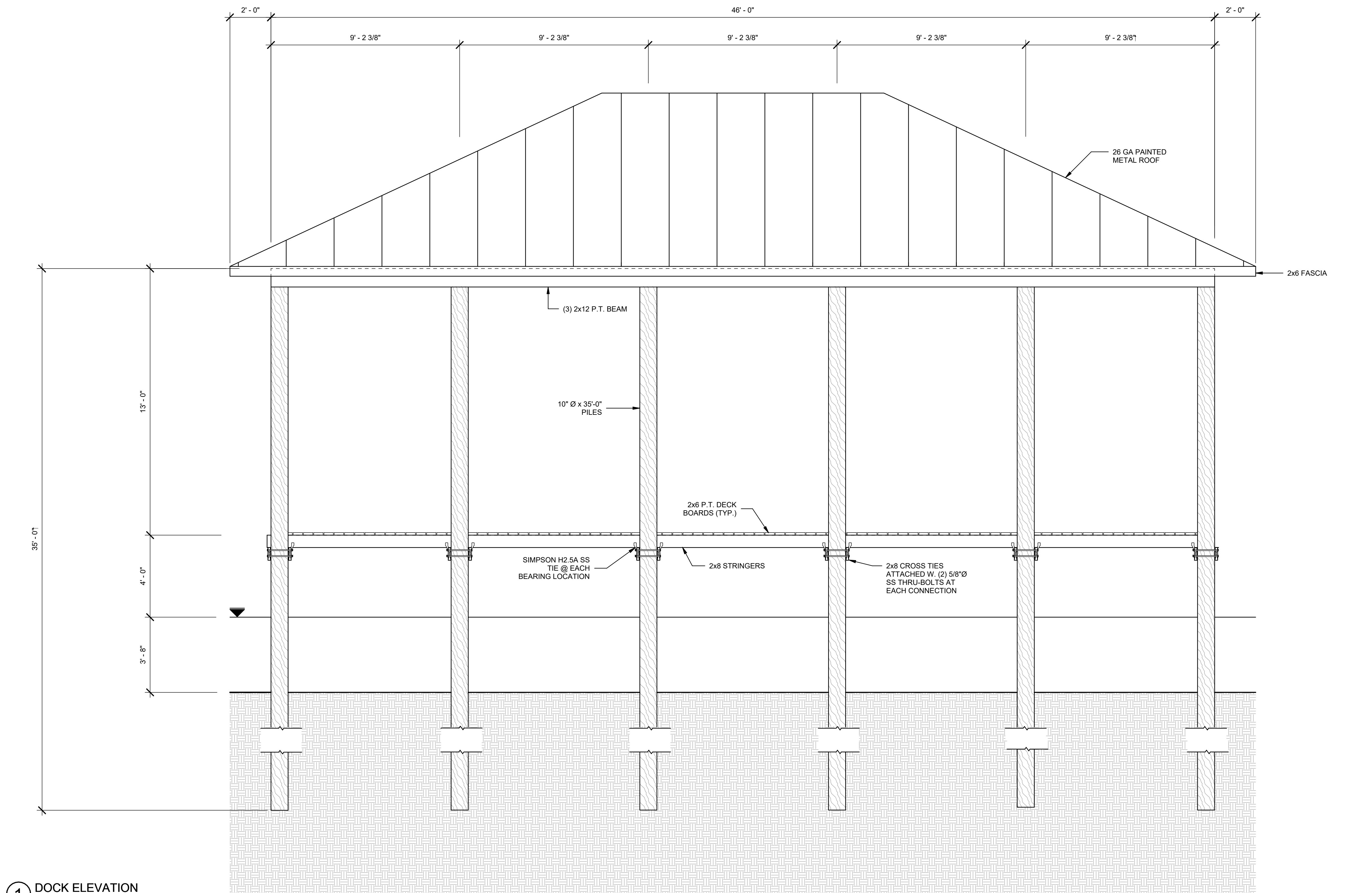


DRAWINGS ON 12"x18" SHEET ARE HALF SCALE

783 BAYOU DRIVE
DESTIN, FL 32541
OKALOOSA COUNTY, FLORIDA

SHEET TITLE
ROOF PLAN & DETAILS

SHEET NUMBER
S-2



1 DOCK ELEVATION
3/8" = 1'-0"



Date: 10/2022
Designed By: M. CULLENS
Drawn By: B. TA
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DRAWINGS ON
12"x18" SHEET ARE
HALF SCALE

783 BAYOU DRIVE
DESTIN, FL 32541
OKALOOSA COUNTY, FLORIDA

SHEET TITLE
DOCK
ELEVATION

SHEET NUMBER
S-3



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

**CONDITIONS FOR DEPARTMENT OF THE ARMY SELF-CERTIFIED STATE
PROGRAMMATIC GENERAL PERMIT FOR A PROJECT AT A PRIVATE, SINGLE-FAMILY
RESIDENCE**

Self Certification File No.: **0428299001EE**

Verification that the project meets the Project Design Criteria:

You have verified that the project meets the Project Design Criteria (attached in a separate document), and have authorized FDEP to send a copy of this verification to the Corps on your behalf.

General Conditions:

1. The time limit for completing the work authorized on July 27, 2026.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form 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.
6. You must allow representatives 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.

Further Information:

1. Limits of this authorization:
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any

liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
 4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
 5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
 6. 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.
 7. 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 U.S. Army 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, relocation or alteration.

Manatee Conditions:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will 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.
2. All vessels associated with the construction project will 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.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

4. 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.
5. 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**.
6. 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.



FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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Lt. Governor

Shawn Hamilton
Secretary

TERMS AND CONDITIONS

Self Certification File No.: **0428299001EE**

Construction Conditions:

Private residential single family docks are subject to the following criteria in accordance with [Section 403.813\(1\)\(b\), F.S.](#) The dock to be constructed:

1. Has 1,000 square feet or less over water surface (includes adjacent wetlands) in accordance with Chapter 62-340, F.A.C.;
2. Is constructed on or held in place by pilings and is constructed so as not to involve filling or dredging other than that necessary to install the pilings;
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;
4. Is used **ONLY** for recreational, noncommercial activities associated with the mooring or storage of boats and boat paraphernalia;
5. Is the sole dock on the parcel; and
6. Must not be subject to any conservation easement or restrictive covenant of record prohibiting the activity.

Boat lifts are subject to the following additional conditions:

1. Is to be installed in a proposed slip or, at or adjacent to the waterward end of the dock;
2. With other mooring will not result in the mooring of more than two vessels (including jet skis);
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;
4. Will not be located in areas prohibited for mooring by a previously issued permit or other form of authorization issued by a local government;

General Conditions for Sovereignty/State-Owned Submerged Lands Authorizations:

Any use of sovereignty/state-owned submerged lands is subject to the following general conditions that are binding upon the applicant and are enforceable under [Chapters 253, F.S.](#) or [258, F.S.](#)

1. Sovereignty/state-owned submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty/state-owned submerged lands unless cured to the satisfaction of the Board of Trustees of the Internal Improvement Trust Fund (Board).
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty/state-owned submerged

lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. or Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.;
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty/state-owned submerged lands or the applicant's use and construction of structures on sovereignty/state-owned submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
11. Failure by the Board to enforce any violation of the authorization or waiver by the Board of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure or waiver prevent the Board from enforcing the waived or unenforced provision in the event of a future violation of that provision.
12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
13. All costs incurred by the Board in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board in writing of any change of address at least ten days before the change becomes effective.
14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant of record that prohibits the activity.

Manatee Conditions:

The following conditions are intended to protect manatees from direct project effects; THESE CONDITIONS APPLY ONLY IN WATERS THAT ARE ACCESSIBLE TO MANATEES:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will 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.
2. All vessels associated with the construction project will 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.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
 4. 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.
 5. Any collision with or injury to a manatee will be reported immediately to the FWC Hotline at 1-888-404-FWCC. 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.
 6. Temporary signs concerning manatees will 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. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" 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.

Self-Certification Requirements:

The user agrees to the following:

1. The information provided herein is true and accurate.
2. **Construction of the project must be completed within one year from the self-certification date.** If the project cannot be completed within that time frame, or the project is to be modified, the Department must be contacted for authorization requirements.
3. Any substantial modifications in the plans for this project must be submitted to the Department for review, as changes may result in a permit being required.
4. This self-certification will automatically expire if site conditions materially change; if the terms, conditions, and limitations of the self-certification are not followed; or if the governing statutes or rules are amended before the project is completed.
5. Department personnel will be allowed to enter the property for purposes of inspecting the project for compliance with the terms and conditions of this self-certification.

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Victor Barrett am
presently the owner and/or leaseholder at 783 Bayou Drive, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
make, constitute and appoint Compass Marine Group, Kimberly Cole, & Elise Whittenburg
whose address is 326 Smith Road, County of Walton, State of Florida,
my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as
my agent in any and all matters pertaining to: marine construction / dock modification project.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of
the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing
lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal
representative, and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be
transacted in my name, and that all endorsements and instruments executed by the said attorney for the
purpose of caring out the foregoing powers shall contain my name, followed by that of my said attorney
and the designation "Attorney-in-Fact."

OWNER

Victor Barrett

Signature

Victor Barrett

Printed Name

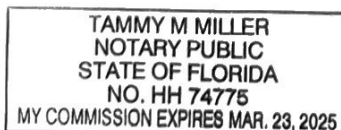
STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online

notarization, this 18th day of January, 2023, by
(name of person acknowledging)

VICTOR L. BARRETT



Tammy M Miller

Signature of Notary

TAMMY M MILLER

Printed Name of Notary or Seal

Personally known ☐ OR Produced Identification ☒

Type of Identification Produced FL DL

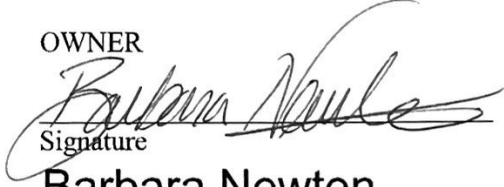
**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Barbara Newton am
presently the owner and/or leaseholder at 783 Bayou Drive, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
make, constitute and appoint Compass Marine Group, Kimberly Cole, & Elise Whittenburg
whose address is 326 Smith Road, County of Walton, State of Florida,
my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as
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PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be
transacted in my name, and that all endorsements and instruments executed by the said attorney for the
purpose of caring out the foregoing powers shall contain my name, followed by that of my said attorney
and the designation "Attorney-in-Fact."

OWNER


Signature

Barbara Newton

Printed Name

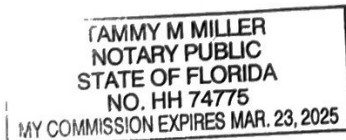
STATE OF FLORIDA

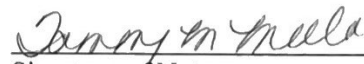
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online

notarization, this 18th day of JANUARY, 2023, by
(name of person acknowledging)

BARBARA L. NEWTON




Signature of Notary

TAMMY M MILLER
Printed Name of Notary or Seal

Personally known ☐ OR Produced Identification ☒

Type of Identification Produced FL DL



January 25, 2023

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Harbor and Waterways Board Application (22-74-HWB)
Residential Marine Construction – 783 Bayou Drive

Dear Mr. Willis,

We have received your Completeness Letter regarding the proposed modifications to the dock at 783 Bayou Drive.

1. Site Photo uploaded to COMPASS portal.
2. The scope of work is as follows:
Remove the existing boat slip and mooring pilings. Replace with new/modified boat slips (as seen on structural plans and aerial view) and galvanized metal roof.

(NOTE: Main access walkway is shared between 781 and 783 Bayou Drive as depicted on survey. There will be no changes to the access walkway.)

3. Construction Cost is \$117,800
4. Agent Affidavit uploaded to COMPASS portal.

If you have any additional questions, please let us know.

Sincerely,

Kimberly C. Cole









This Instrument Prepared By:
MCGILL ESCROW & TITLE, LLC
36008 EMERALD COAST PARKWAY, SUITE 301-A
DESTIN, FLORIDA 32541
13357

Property Appraisers Tax I.D. Number:
002S22132000070000

CORPORATE WARRANTY DEED

THIS WARRANTY DEED, made February 17, 2022 A.D., by **Maram Family Limited Partnership, a Florida limited Partnership**, whose post office address is: 1138 New York Ave, Saint Cloud, Florida 34769, Grantor and **Victor Lynn Barrett, Trustee of the Victor Lynn Barrett Revocable Trust Dated March 19, 2004, as to a 50% undivided interest and Barbara Louise Newton Barrett, Trustee of the Barbara Louise Newton Barrett Revocable Trust dated September 30, 2021, as to a**, whose post office address is: 1180 Scenic Hwy 98, Unit 709, Destin, Florida 32541, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Okaloosa, State of Florida, to wit:

Lot 7, of FIRST JOE'S BAYOU ADDITION TO TOWN OF DESTIN, Okaloosa County, Florida, according to Plat thereof, as recorded in Plat Book 1, Page 19 1/2, of the Public Records of said County.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of saidland in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

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

MARAM FAMILY LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP

Signed Sealed and delivered
in Our Presence:

X By: [Signature]
Karen N Woods, Managing Member of Prevalence, LLC, a Florida LLC
Its: General Partner

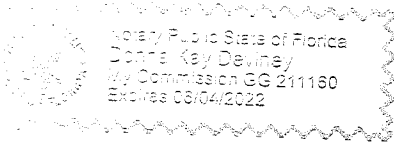
Witness Print Name: [Signature]

Witness Print Name: Joni Burgess

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of { ☒ } physical presence or { ☐ } online notarization this 16 day of Feb, 2022 by Karen N Woods, Managing Member of Prevalence, LLC, a Florida LLC, the General Partner of Maram Family Limited Partnership, who is/are personally known to me or who produced [Signature] as identification.

[Signature] (Seal)
Notary Public
Notary Printed Name: [Signature]
My Commission Expires: [Signature]





Community Development Planning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

January 31, 2023

**Subject: Notification of Harbor & Waterways Board (HWB) Application Submittal
Residential Marine Construction – 783 Bayou Dr.**

Dear Property Owner:

This letter is to notify you of a proposed marine construction project proposed at **783 Bayou Drive**. The Marine Construction application requires Harbor and Waterways Board review and recommendation. **The Application will be heard by the Harbor and Waterways Board at 5:00 p.m. at Destin City Hall Annex, 4100 Indian Bayou Trail on Monday, February 27, 2023.**

As an owner of property located adjacent of this project, *Destin Land Development Code (LDC) Section 2.17.00 & 11.05.01.S* requires a written notice providing you the following information. This project proposes new marine construction within *twenty-five (25) feet* of the south property line. Therefore, The City is requesting your input on the matter specifically. If you would like to provide any comments you may respond by sending an email to the email listed below, or by appearing before the Harbor and Waterway Board.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to email address provided below.

1. Name of Owner: Victor & Barbara Barrett (Life Estate).
2. Name of Agent: Compass Marine Group, LLC
3. Address of Project: 783 Bayou Drive
4. Parcel ID Number: 00-2S-22-1320-0007-0000
5. Project Description: The application includes to remove the existing boat slip and pilings and replace with new/modified boat slips. This replacement includes constructing two (2) 46' x 4' finger piers, a 31' x 6' access pier, and a 39' x 50' covered boat lift, comprising ± 2,504 SF. The shared dock will remain as is.
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 concern regarding this letter, please do not hesitate to call (850) 654-1119 option 2 or email at planning@cityofdestin.com.



Sincerely,

Daniel Butler

Daniel Butler

Senior Planner

CC: Louis Zunguze, MURP, Community Development Director
Planning Division
Community Development Department Project File



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.J.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney

DATE: March 15, 2023

SUBJECT: Single-Family Residential Marine Construction Proposed at 4136 Belcourt Dr

I. BACKGROUND: William F. Davis Construction, Inc, on behalf of David Lee, has submitted a Harbor and Waterways (HWB) application for City Council review for the construction of a single-family residential marine construction project at 4136 Belcourt Dr (Parcel ID 00-2S-22-4600-0000-0020). The project proposes to construct a new dock with a boathouse and install a new boat lift.

II. DISCUSSION: The applicant requests City Council approval for single-family marine construction located at 4136 Belcourt Dr, located within Choctawhatchee Bay, a Class II Florida Waterbody. The application includes the proposed construction of one (1) 71' x 4' access pier, one (1) 14' x 12' terminal platform, one (1) 14' x 4' step-down platform, one (1) 16' x 4' access walk, one (1) 32' x 3' catwalk, one (1) 32' x 13' covered boat lift one lift and one (1) 15'x1' roof overhang, comprising a total of ± 1,099 square feet.

The proposed marine construction project meets the following requirements of ***Section 11.05.00, City of Destin Land Development Code (LDC)***,

- ***11.05.01.A – Construction of new dock***
- ***11.05.01.F, 11.05.01.G, and 11.05.01.M – Length of the pier***
- ***11.05.01.N – Slip density***
- ***11.05.01.S – Notifying adjacent property owner if project is proposed within 25' riparian setback.***

COMPREHENSIVE PLAN CONSISTENCY: The proposed marine construction project is consistent with Comprehensive Plan ***Goal: 6-1: Coastal Management Element, Objective 6-1.5: Land Use Controls and Construction Standards for Protecting the Natural Shoreline***

and the Natural Shoreline and the Beach/Dune System, and **Policy 6-1.5.5: Enforce Marina Siting Criteria and Construction Standards.**

- A. **Link to Strategic Goals / Objectives:** Enhance Quality of Life
- 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 a receipt of submittal from Florida Department of Environmental Protection (FDEP) of Self-Certification, File # 0398519-001-EE/46. City Staff reviewed the application and determined that the plans comply with City Codes and regulations. Specifically, the proposed dock complies with **LDC Section 11.05.01, Marina Siting**, and the Coastal Management Element of the City's Comprehensive Plan (**Coastal Management Element Policy 6-1.5.5**).

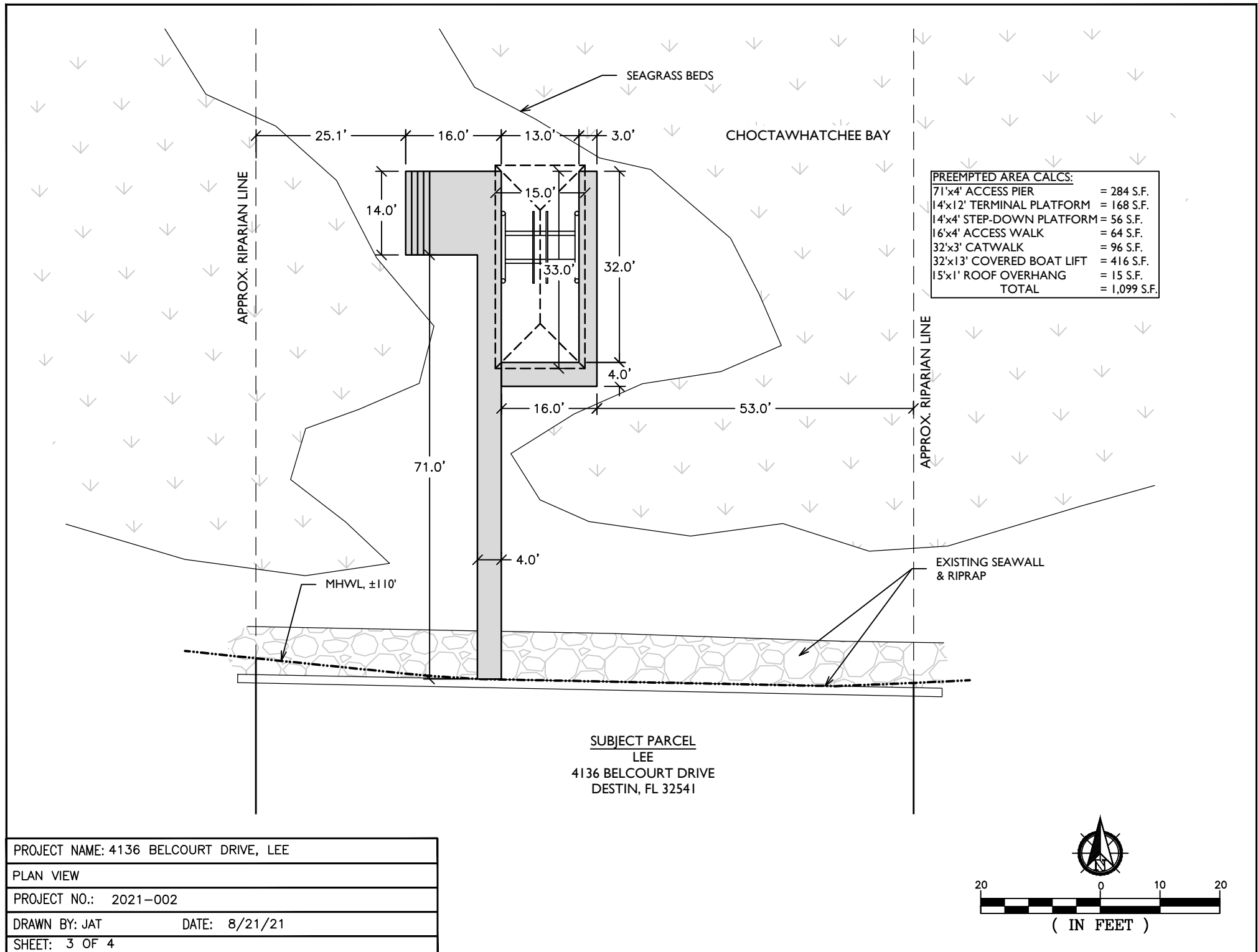
HARBOR AND WATERWAYS BOARD RECOMMENDATION: At the regularly scheduled Harbor and Waterways Board (HWB) meeting on February 27, 2023, the Harbor and Waterways Board unanimously recommended City Council approval of the proposed single-family marine construction project located at 4136 Belcourt Dr, consisting of the construction of a new dock with a boathouse and install a new boatlift, subject to the applicant meeting all applicable City permit requirements.

IV. RECOMMENDED MOTION: I move that City Council approve the single-family marine construction project located at 4136 Belcourt Dr, subject to the applicant meeting all applicable City, State and Federal permit requirements.

ALTERNATE MOTION: I move that the City Council deny the single-family marine construction project located at 4136 Belcourt Drive.

Attachments:

1. A. Site Plan
2. B. FDEP Receipt of Submittal
3. C. Agent Affidavit
4. D. Warranty Deed
5. E. Cost Estimate
6. F. US Army Corps of Engineers
7. G. HOA Approval
8. H. Site Photos
9. I. Adjacent Property Notification





FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

March 11, 2021

Scott Lee
4122 Indian Bayou N
Destin, FL 32541
scott@leenissanfwb.com

File No.: 0398519-001-EE/46, Okaloosa County

Dear Mr. Lee:

On February 9, 2021, we received your notice of intent to use a General Permit (GP) pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to construct a single family dock to include a 72-ft by 4-ft access pier, a 14-ft by 12-ft terminal platform, a 16-ft by 6-ft step-down platform, a 16-ft by 4-ft access walk, a 28-ft by 3-ft catwalk, 28-ft by 13-ft covered boat slip with lift and roof dimensions of 30-ft by 15-ft within Choctawhatchee Bay, Class II Florida Waters, Prohibited Shellfish Harvesting Area. The project is located at 4136 Belcourt Drive, Destin Florida 32541, Parcel No. 00-2S-22-4600-0000-0020, in Section 21, Township 2 South, Range 22 West of Okaloosa County; at approximately 30°24'22.33" North Latitude, 86°27'14.24" West Longitude.

Your intent to use a general permit has been reviewed by Department staff for three types of authorization: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal authorization, therefore additional authorization must be obtained prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached) and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review – Part IV of Chapter 373, Florida Statutes (F.S.), Title 62, F.A.C., and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258, F.S. and Chapters 18-20 and 18-21, F.A.C.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above and has determined that the activity qualifies for a Letter of Consent under Section 253.77, F.S. to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

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

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, F.S. and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review – Chapter 253, F.S., Chapter 18-21, F.A.C., and Section 62-330.075, F.A.C., as required.

3. Federal Review –Not Approved

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps

permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

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.

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S. and Chapter 18-14, F.A.C.

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 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 Hali Troendle at the letterhead address, at (850)595-0610, or at Hali.Troendle@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Hali Troendle

Environmental Specialist

Submerged Lands and Environmental Resources Program

Attachments:

1. Rule 62-330.427, F.A.C., 2 pages
2. General Conditions for All General Permits, Rule 62-330.405, F.A.C., 3 pages
3. Special Consent Conditions for Use of Sovereignty Submerged Lands, 1 page
4. General Consent Conditions for Use of Sovereignty Submerged Lands, 2 pages
5. Project Drawings, 4 pages

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:

Jennifer Waltrip, DEP, Jennifer.Waltrip@floridadep.gov

Jason Taylor, Oakhurst Environmental, oakhurstenvironmental@gmail.com

Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us,

sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com

City of Destin, 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

March 11, 2021

Date

62-330.427 General Permit for Docks, Piers and Associated Structures.

(1) A general permit is granted to any person to construct, extend, or remove a dock or pier and associated structures as described below:

(a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:

1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type.

These limits shall not apply to the mooring, storage or other use of the dock or pier by:

a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or

b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.

2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and

3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.

(b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state "No Boat Mooring Allowed."

(2) This general permit shall be subject to the following specific conditions:

(a) Construction or extension of the boat lift, boat mooring locations, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;

(b) There shall be no structures enclosed by walls, screens, or doors on any side;

(c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;

(d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;

(e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

(f) Notwithstanding any other provisions of this general permit, the design, construction and operation of the dock or pier and associated vessels shall not conflict with any manatee protection plan approved and adopted under section 379.2431(2)(t), F.S.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.427, Amended 10-1-13, 6-1-18.

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

- (1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
- (2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).
- (3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
- (4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
- (5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
- (6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.
- (7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
- (8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
- (9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
- (10) A permittee’s right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) 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 implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained 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), available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

- (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
- (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee

shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities 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 the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at “Idle Speed/No Wake” at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

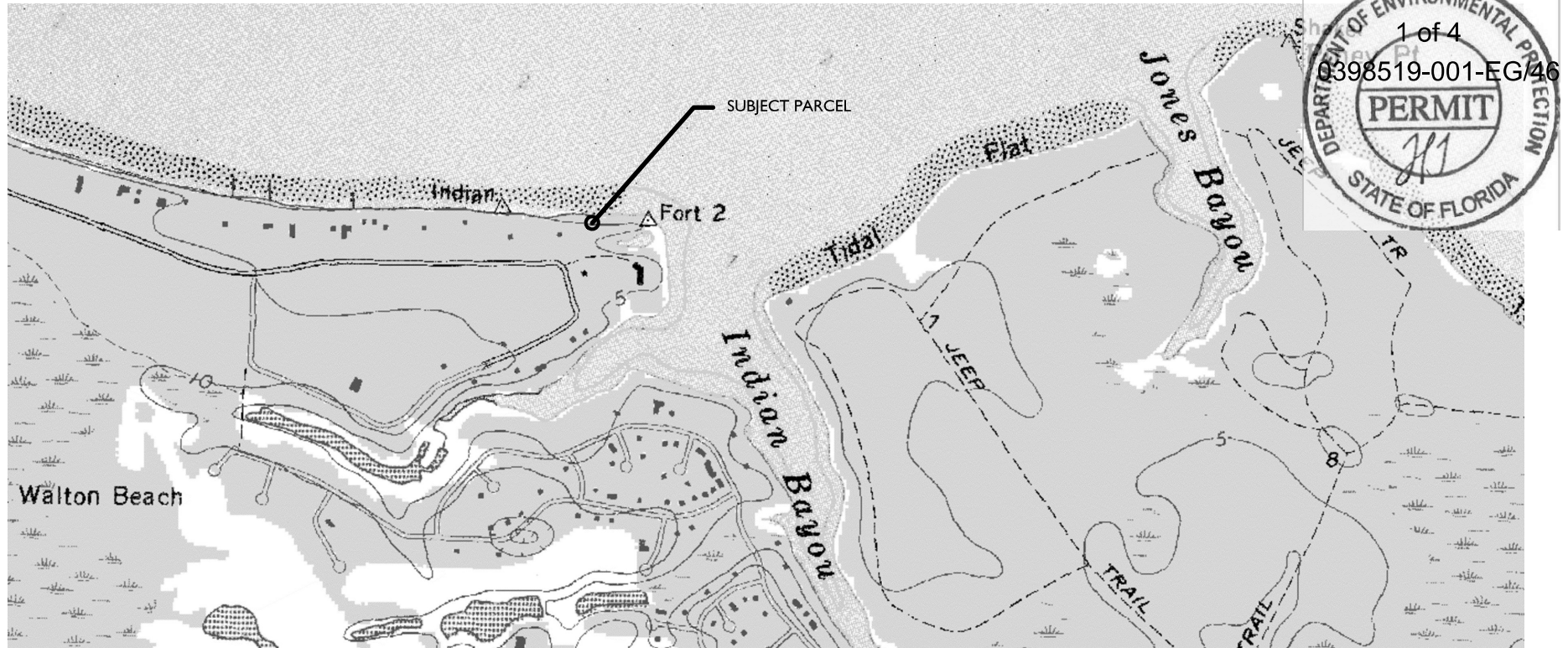
General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
- (i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82,

Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.



PROPERTY INFO

PID: 00-2S-22-4600-0000-0020
SITUS: 41536 BELCOURT DRIVE
DESTIN, FL 32541
LAT: 30.406305
LONG: -86.453959

RECORD OWNER

LEE DAVID S JR
4122 INDIAN BAYOU N
DESTIN, FL 32541

INDEX OF SHEETS

1-SITE LOCATION & SHEET INDEX
2-PLAN VIEW DEPICTED ONTO AERIAL
3-PLAN VIEW OVERALL
4-DOCK PROFILE TYP.

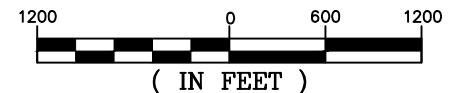
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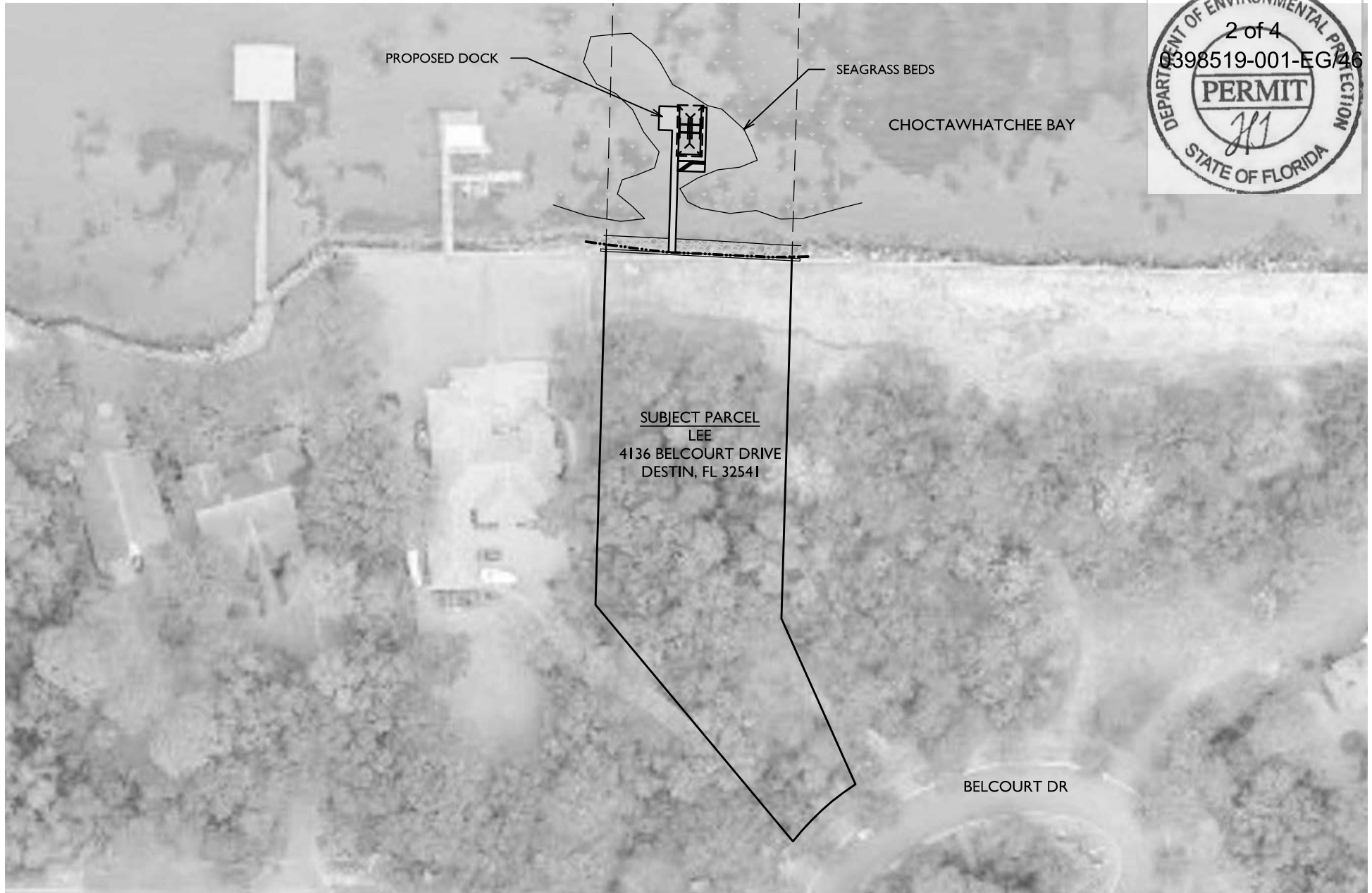
SITE LOCATION MAP & SHEET INDEX

PROJECT NO.: 2021-002

DRAWN BY: JAT DATE: 1/16/21

SHEET: 1 OF 4





PROJECT NAME: 4136 BELCOURT DRIVE, LEE

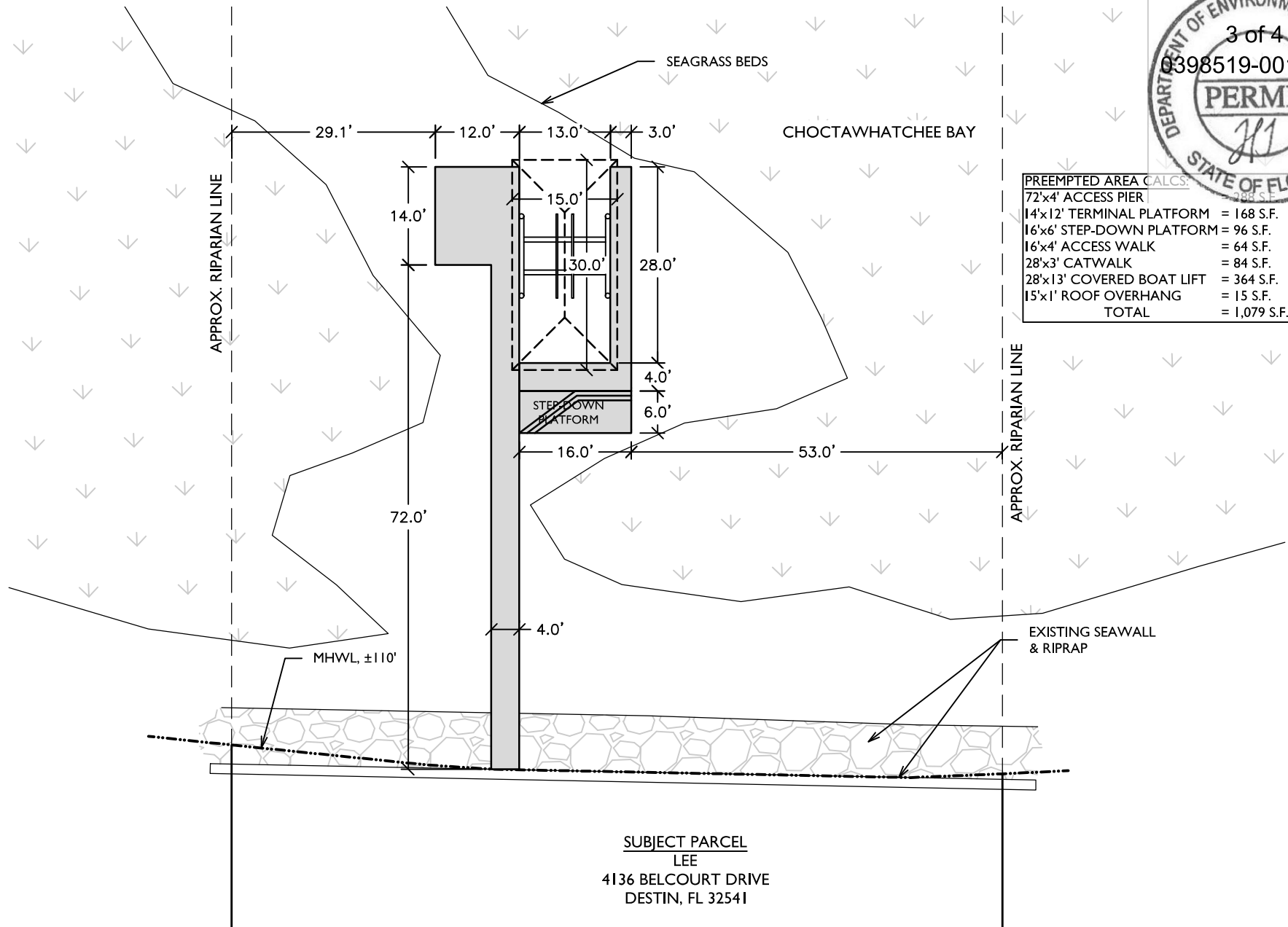
PLAN VIEW DEPICTED ONTO AERIAL

PROJECT NO.: 2021-002

DRAWN BY: JAT DATE: 1/16/21

SHEET: 2 OF 4



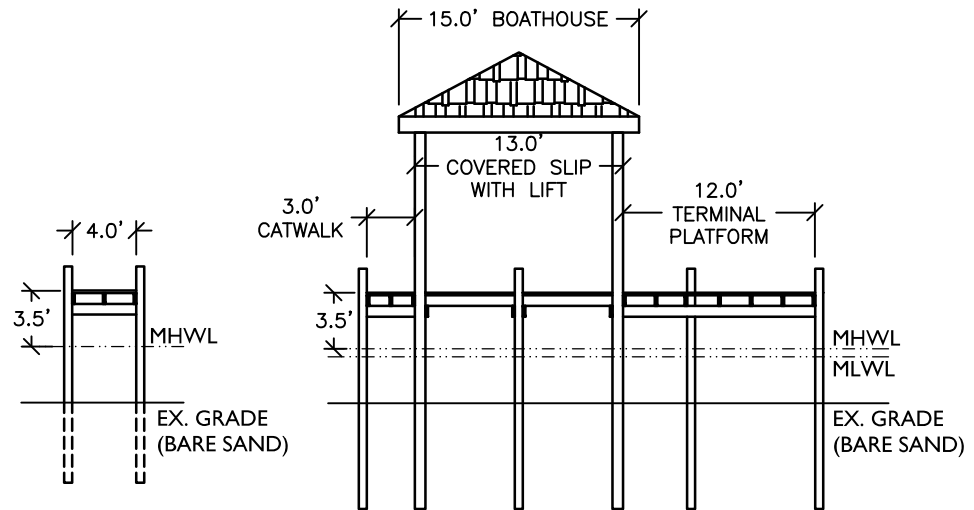
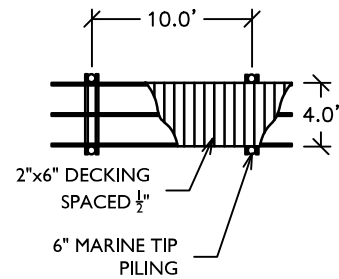
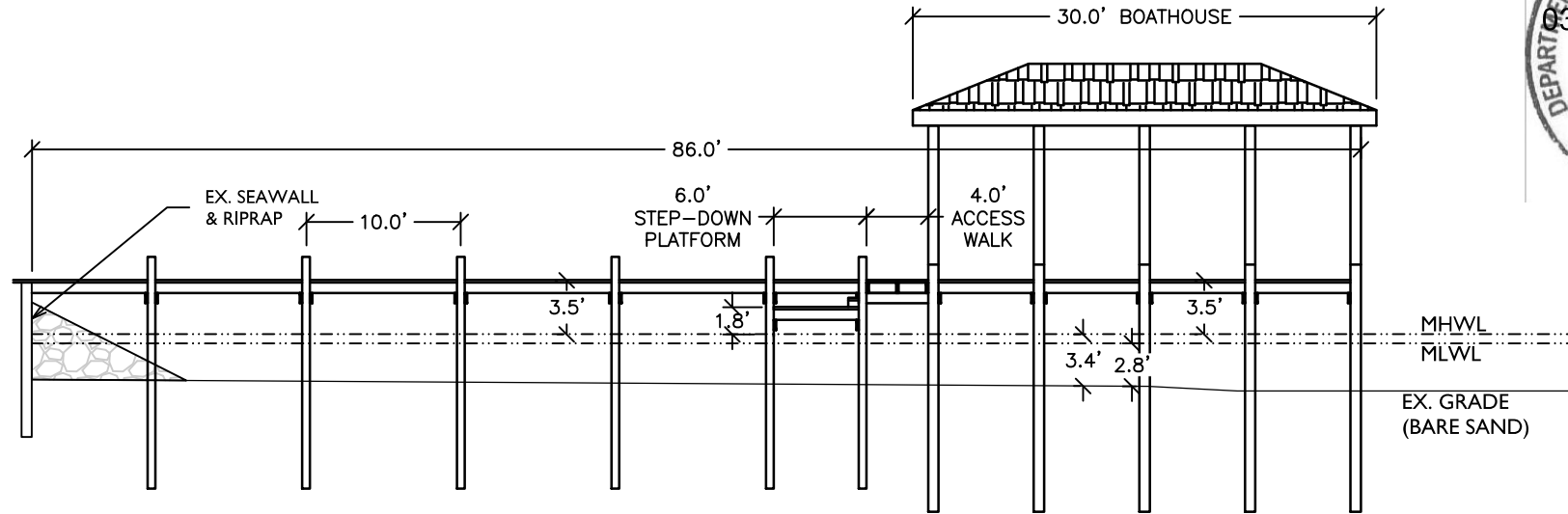


PREEMPTED AREA CALCS:

72'x4' ACCESS PIER	= 288 S.F.
14'x12' TERMINAL PLATFORM	= 168 S.F.
16'x6' STEP-DOWN PLATFORM	= 96 S.F.
16'x4' ACCESS WALK	= 64 S.F.
28'x3' CATWALK	= 84 S.F.
28'x13' COVERED BOAT LIFT	= 364 S.F.
15'x1' ROOF OVERHANG	= 15 S.F.
TOTAL	= 1,079 S.F.

PROJECT NAME: 4136 BELCOURT DRIVE, LEE	
PLAN VIEW	
PROJECT NO.: 2021-002	
DRAWN BY: JAT	DATE: 1/16/21
SHEET: 3 OF 4	





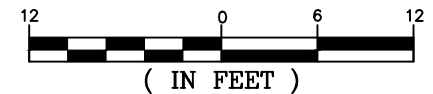
PROJECT NAME: 4136 BELCOURT DRIVE, LEE

DOCK PROFILE

PROJECT NO.: 2021-002

DRAWN BY: JAT DATE: 1/16/21

SHEET: 4 OF 4



**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

David S Lee Jr

KNOWN ALL MEN BY THESE PRESENTS, THAT I, _____ am

4136 Belcourt Dr, Destin, FL 32541

presently the owner and/or leaseholder at _____, and desiring

to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do

William F Davis Construction, Inc.

make, constitute and appoint _____

PO Box 1690, Santa Rosa Bch

Walton

Florida

whose address is _____, County of _____, State of _____.

my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as
building dock w/boathouse and installing boat lift

my agent in any and all matters pertaining to: _____.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative, and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of caring out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact."

OWNER


Signature

David Scott Lee Jr
Printed Name

STATE OF Florida

COUNTY OF Walton

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online

notarization _____, this 29 day of December, 2022 by

(name of person acknowledging)

David S Lee Jr


Signature of Notary

Printed Name of Notary or Seal

Personally known ☒ OR Produced Identification _____

Type of Identification Produced _____



Corporate Warranty Deed

This Indenture, made , September 9, 2016 A.D.

Between

Provident Investments, LLC, a Louisiana limited liability company whose post office address is: 1598 Ochsner Blvd., Suite 100, Covington, Louisiana 70433 a corporation existing under the laws of the State of Louisiana, Grantor and **David Scott Lee, Jr.**, a married man as his separate non-homestead property whose post office address is: 4122 Indian Bayou N, Destin, Florida 32541, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Okaloosa, State of Florida, to wit:

Lot 2, of the ESTATES AT INDIAN POINTE, according to the plat thereof, as recorded in Plat Book 24, Page 73, of the Public Records of Okaloosa County, Florida.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 00-2S-22-46000-000-0020

And the said 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, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written

SIGNATURES ON FOLLOWING PAGE

Provident Investments, LLC, a Louisiana limited liability company

Signed and Sealed in Our Presence:

By: William S. Sheffield, Jr.
 William S. Sheffield, Jr.
 Its: Authorized Manager

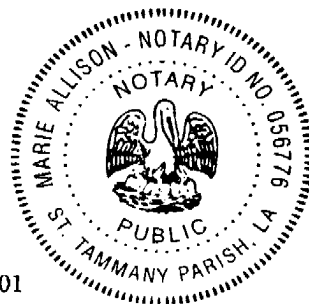
(Corporate Seal)

Witness Print Name: Jody Briggs
 Witness Print Name: Laura Harrykoff

State of Louisiana
 Parish of St. Tammany

The foregoing instrument was acknowledged before me this 6th day of September, 2016, by William S. Sheffield, Jr., the Authorized Manager of Provident Investments, LLC, a Louisiana limited liability company A corporation existing under the laws of the State of Louisiana, on behalf of the corporation.

He/She is personally known to me or has produced a driver's license as identification.



Marie Allison (Seal)
 Notary Public
 Notary Printed Name: Marie Allison
 NP# 056776
 My Commission Expires: at my death

Prepared by:
 Aqua Title Services
 36150 Emerald Coast Parkway, Suite 101
 Destin, Florida 32541

File Number: 16-0424

Cost estimate \$ 49,200.00



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

REPLY TO
ATTENTION OF

March 17, 2021

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2021-00505 (RGP-MDZ)

David Lee
4122 Indian Bayou N
Destin, FL 32541

Dear Mr. Lee:

Your application for a Department of the Army permit has been assigned number SAJ-2021-00505. A review of the information and drawings provided shows the proposed work is to construct a new residential single-family dock. The dock will be comprised of a 5-foot by 90-foot access walkway measured from the Mean High Water Line (MHWL) and a 10-foot by 10-foot terminal platform. A 5-foot by 10-foot walkway will be constructed landward of the MHWL. The structure located waterward of the MHWL will measure 550 square feet. The project is located in Choctawhatchee Bay, at 4136 Belcourt Drive, Tax Parcel ID 00-2S-22-4600-0000-0020, in Section 00, Township 02 South, Range 22 West, Destin, Okaloosa County, Florida.

Your project to construct a dock, as depicted on the enclosed drawings, is authorized by Regional General Permit (GP) SAJ-20. This authorization is valid until **March 27, 2023**. Please access the Corps' Jacksonville District Regulatory Division Internet page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this Internet address is case sensitive, and you will need to enter it exactly as it appears above. Once there you will need to click on "Source Book"; and, then click on "General Permits". Then you will need to click on the specific SAJ permit noted above. You must comply with all the special and general conditions of the permit; and, any project-specific conditions noted below, or you may be subject to enforcement action.

Enclosed is a list of the six General Conditions (Attachment 1), which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of

your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

- 1. Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following address:
 - 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.
 - c. The Permittee shall reference this permit number, SAJ-2021-00505 (RGP-MDZ), on all submittals.
- 2. Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall submit a completed "Commencement Notification" Form (Attachment 2).
- 3. Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment 3) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
- 4. Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
- 5. Material and Equipment Storage:** No building or fill materials, tools or other equipment shall be stockpiled within waters of the United States.

6. **Copy Retention:** All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain on site at all times during construction.
7. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.
8. **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.
9. **Turbidity Controls:**
 - a. Shall be used throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
 - b. Shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]), and shall be monitored to ensure listed species are not entangled or trapped in the project area.
 - c. Shall be removed promptly when the work is complete and the water quality in the project area has returned to background conditions.
 - d. Shall not block entry to or exit from designated critical habitat.
10. **Jacksonville District Programmatic Biological Opinion (JAXBO), November 2017, Project Design Criteria (PDCs):** Structures authorized under this permit must comply with all applicable PDCs, based on the permitted activity, as required by JAXBO. Please note that failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take, and noncompliance with this permit. The NMFS is the appropriate authority to enforce the terms and conditions of JAXBO. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division internet webpage in the Endangered Species section of the Sourcebook located at:
<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

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

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

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

- a. All Project PDCs: AP.1-14; S.2 (Attachment 4)
- b. Activity 2 - Pile-supported Structures and Anchored Buoys: A2.1-16 (Attachment 5)

11. Manatee Conditions: The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attachment 6).

12. Cultural Resources/Historic Properties:

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

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

This authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this RGP permit must qualify for an exemption under section 403.813(1), F.S. or 373.406, F.S., or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, F.S., by the Department of Environmental Protection, a water management district under section 373.069, F.S., or a local government with delegated authority under section 373.441, F.S., and receive Water Quality Certification (WQC) and applicable Coastal Zone Consistency Concurrence (CZCC) or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, F.S., and, as applicable, Chapter 258, F.S. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting

webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

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

Please note U.S. Coast Guard regulations may require you as permittee to provide information for a Notice to the maritime community regarding your project. You should contact the Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice is necessary. Also any safety lights, signs and signals prescribed by the U.S. Coast Guard through their regulations or otherwise, must be installed and maintained at your expense as permittee on authorized facilities in navigable waters of the United States. To receive a U.S. Coast Guard Private Aids to Navigation marking determination, you are advised to contact the Eighth Coast Guard District (dpw), 500 Poydras St. Suite 1230, New Orleans, LA 70130, 504-671-2328 or via email to: D8oanPATON@uscg.mil prior to installation/construction of any fixed structures. For general information related to Private Aids to Navigation please visit the Eighth CG District web site at: <http://www.atlanticarea.uscg.mil/district-8/district-divisions/waterways/PATON>.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced RGP, please contact Mia Zarbo by telephone at 850-439-3474.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mia Zarbo". The signature is fluid and cursive, with the first name "Mia" and last name "Zarbo" clearly distinguishable.

Mia Zarbo
Project Manager

Enclosures:

General Conditions
Commencement Notification Form
Self-Certification Statement of Compliance Form
JAXBO PDCs for All Projects: AP.1-14; S.2
JAXBO Activity 2 PDCs: A2.1-16
Standard Manatee Conditions for In-Water Work
Drawings
Transfer Request Form

Copies Furnished:
CESAJ-SE

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on the **dates identified in the letter.**
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner 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.

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-2021-00505 (RGP-MDZ)

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-2021-00505 (RGP-MDZ)

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

Project Design Criteria (PDCs) Applicable to All Projects

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

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

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

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

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

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

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

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

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

Project Design Criteria (PDCs) for In-Water Activities

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

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

AP.8. Reporting Interactions with Protected Species:

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

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

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

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

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

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

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

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

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

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

AP.12. Mangroves:

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

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

AP.13. Seagrass:

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

Johnson's seagrass:

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

Non-listed seagrasses:

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

AP.14. Coral and Hard Bottom Habitat:

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

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

Open Water

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

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

Confined Space

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional PDCs for Activity 2 applicable in Critical Habitat

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

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

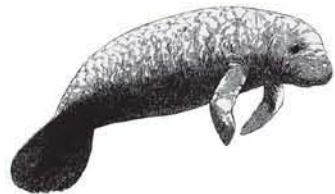
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

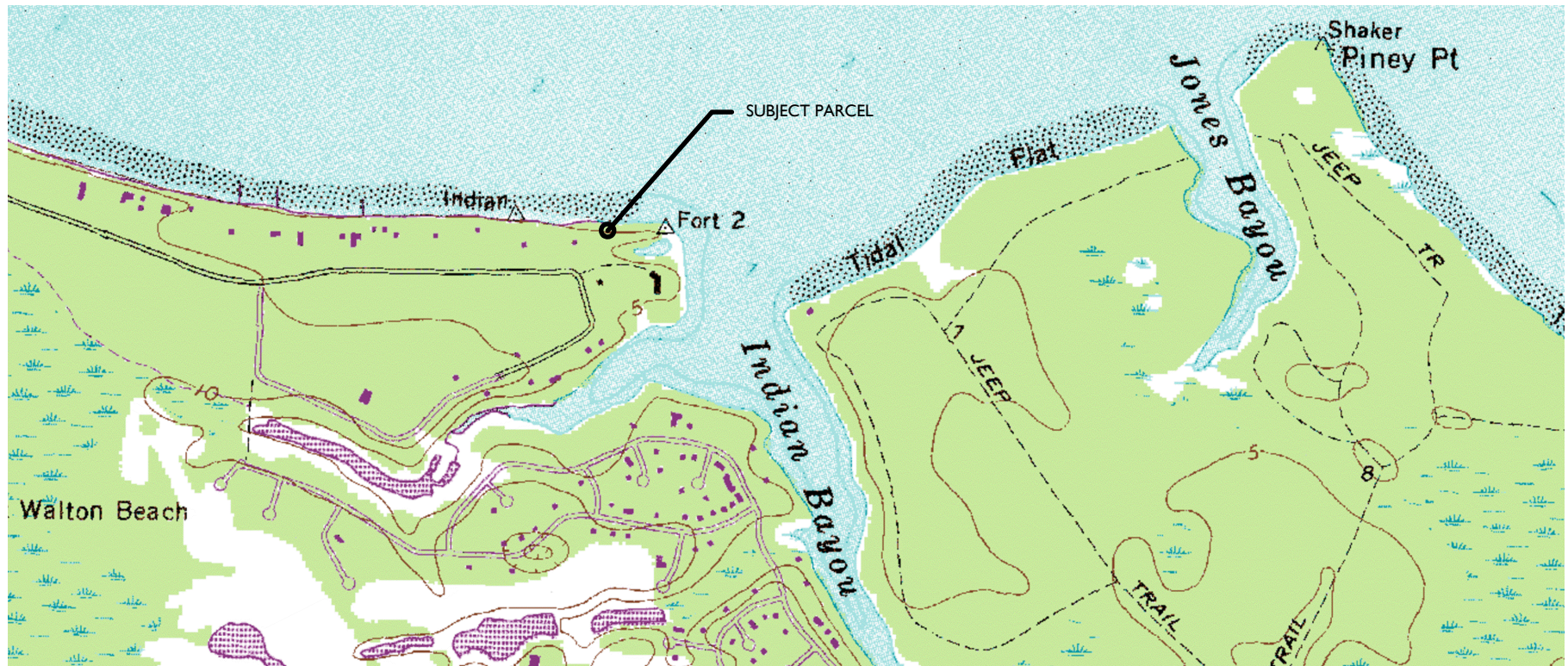
Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

PROPERTY INFO

PID: 00-2S-22-4600-0000-0020
 SITUS: 41536 BELCOURT DRIVE
 DESTIN, FL 32541
 LAT: 30.406305
 LONG: -86.453959

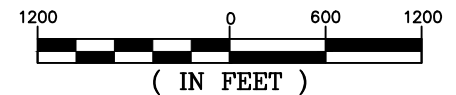
RECORD OWNER

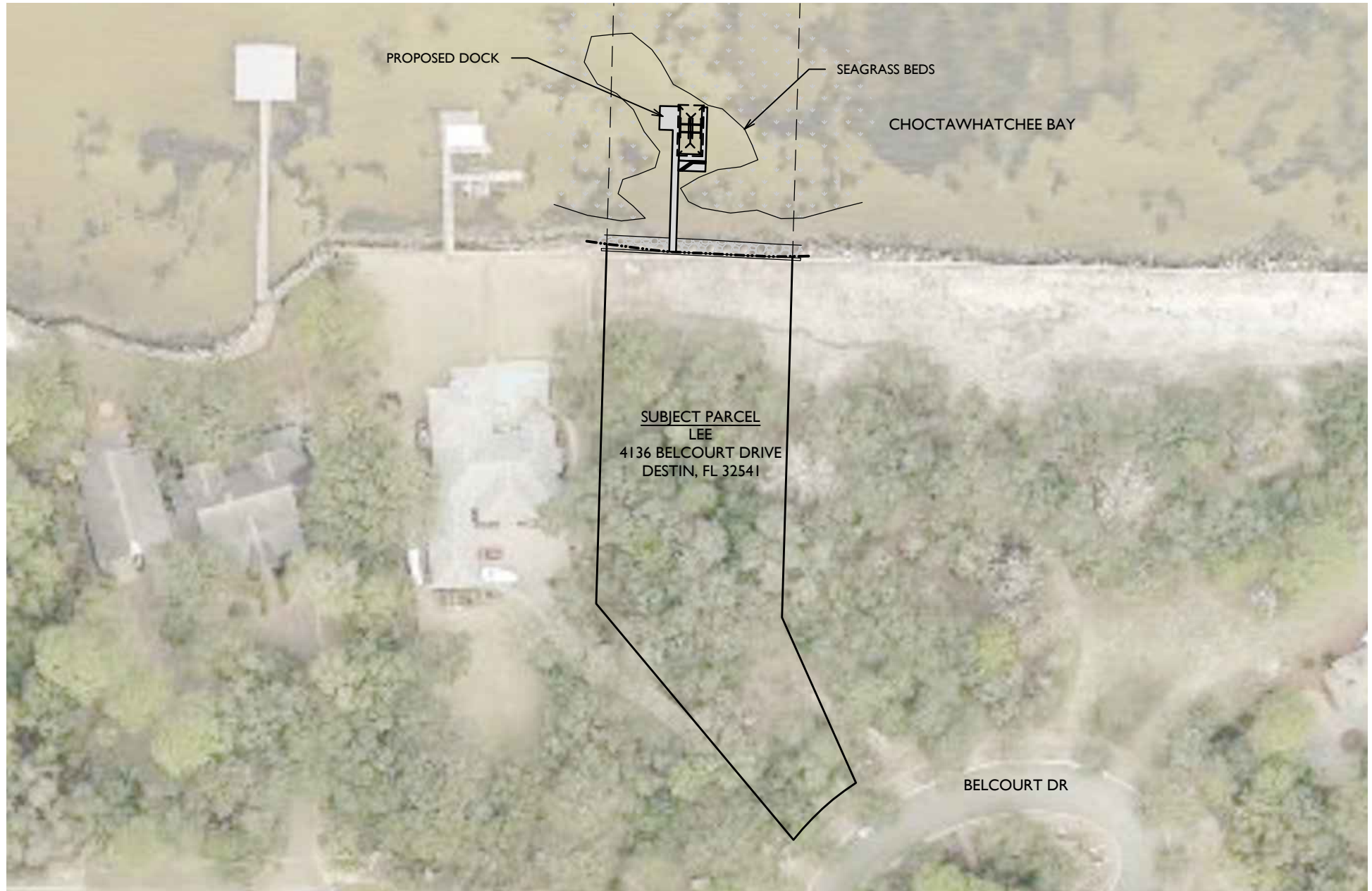
LEE DAVID S JR
 4122 INDIAN BAYOU N
 DESTIN, FL 32541

INDEX OF SHEETS

1-SITE LOCATION & SHEET INDEX
 2-PLAN VIEW DEPICTED ONTO AERIAL
 3-PLAN VIEW OVERALL
 4-DOCK PROFILE TYP.

PROJECT NAME: 4136 BELOCOURT DRIVE, LEE
SITE LOCATION MAP & SHEET INDEX
PROJECT NO.: 2021-002
DRAWN BY: JAT DATE: 1/16/21
SHEET: 1 OF 4





PROJECT NAME: 4136 BELCOURT DRIVE, LEE

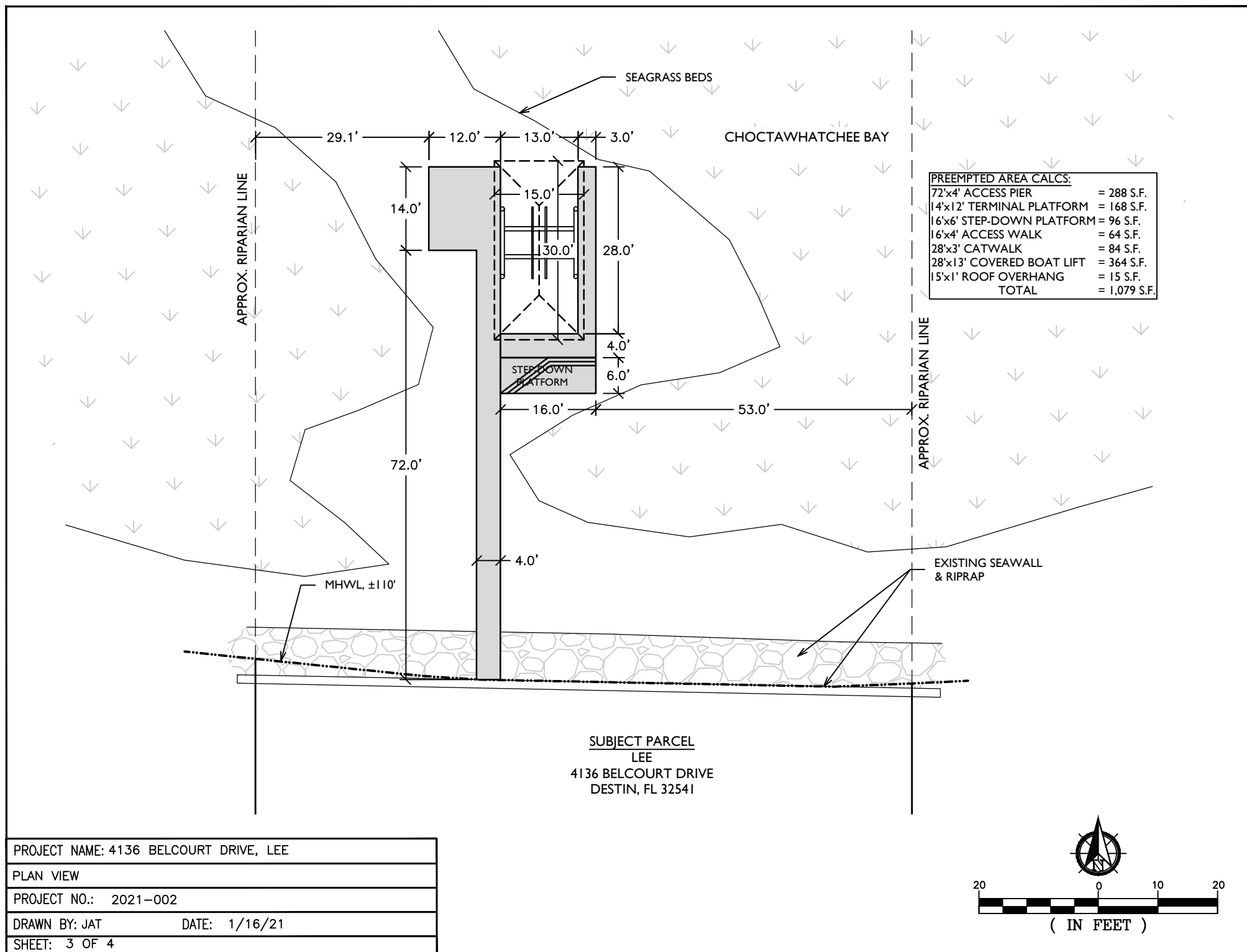
PLAN VIEW DEPICTED ONTO AERIAL

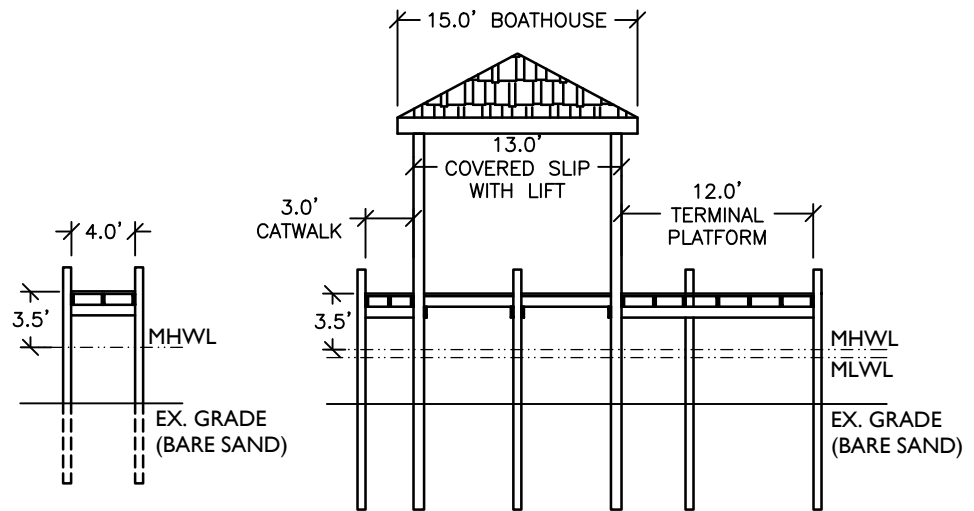
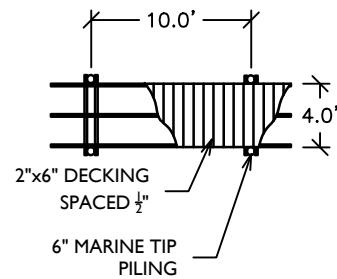
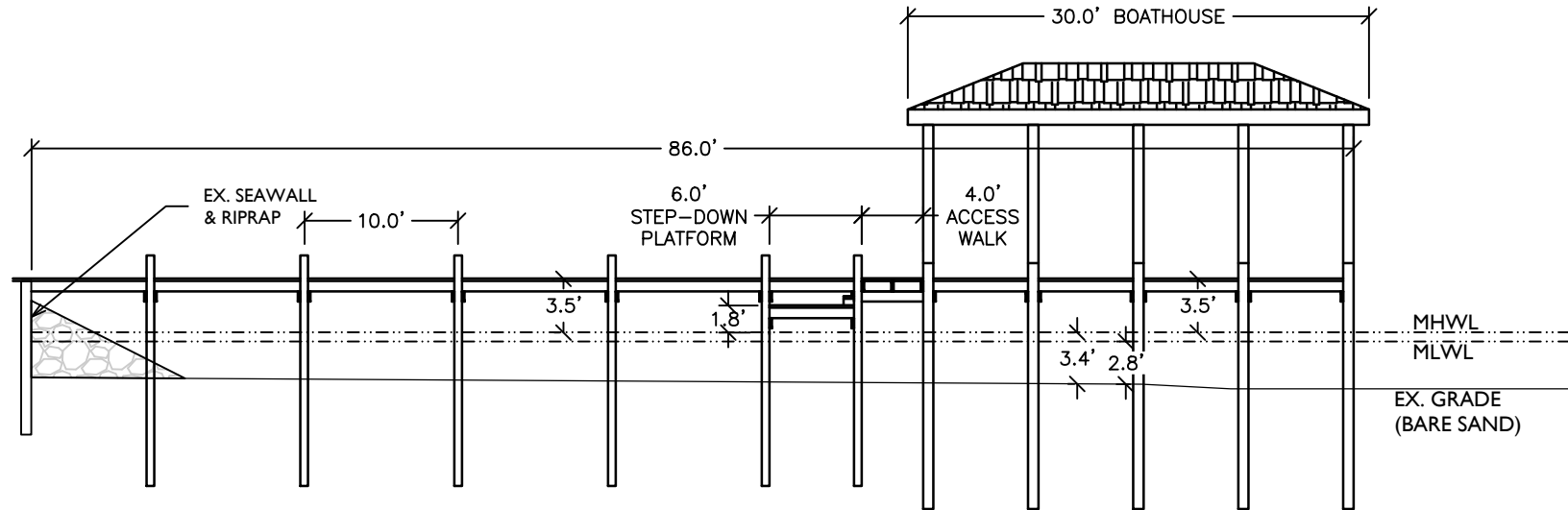
PROJECT NO.: 2021-002

DRAWN BY: JAT DATE: 1/16/21

SHEET: 2 OF 4







PROJECT NAME: 4136 BELCOURT DRIVE, LEE

DOCK PROFILE

PROJECT NO.: 2021-002

DRAWN BY: JAT DATE: 1/16/21

SHEET: 4 OF 4



DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2021-00505 (RGP-MDZ)

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

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, Terry Wells, 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502.

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

THE ESTATES AT INDIAN POINTE HOMEOWNERS ASSOCIATION, INC.

10221 Emerald Coast Parkway West, Suite 5

Miramar Beach, FL 32550

Tel: (850) 654-8660 Fax (850) 654-5590

E-mail: assoc@ecam.net

Web Page: www.ecam.net

August 27, 2021

Scott & Amanda Lee
4122 Indian Bayou N
Destin, FL 32541

RE: **Architectural Request Approval**
Lot 2 – Dock Plans

Dear Scott and Amanda,

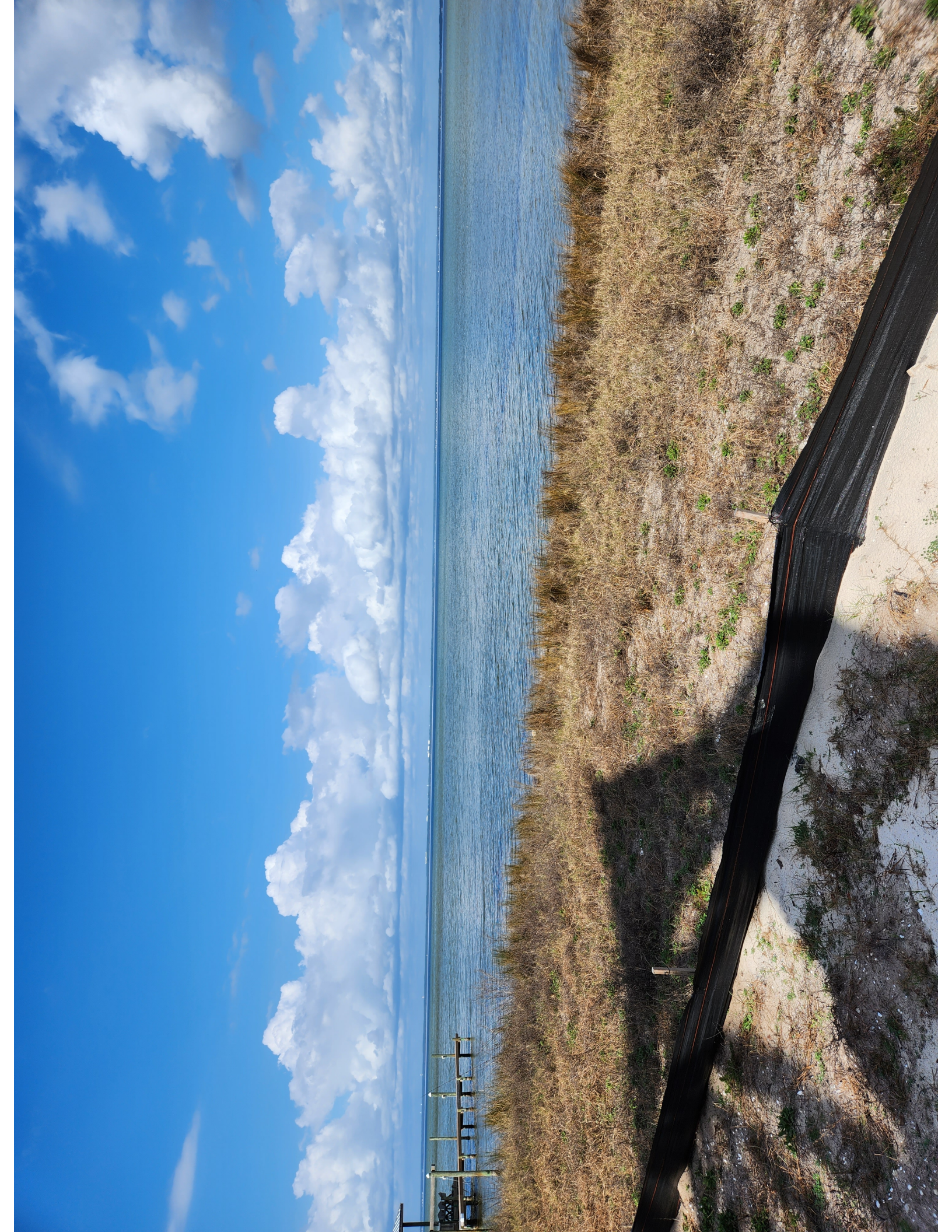
On behalf of the Estates at Indian Pointe Board of Directors, I have been asked to contact you regarding your recent Architectural Review application submitted on 8/23/2021. The Board has approved the following:

- **Your request to install a dock as presented in your plans**

If you have any questions regarding this matter, please call our office Monday through Thursday between the hours of 9:00am and 4:00pm, or on Friday between 9:00am and 1:00pm, and we will be happy to help.

Sincerely,

Maranda Montilla
Community Association Manager





Community Development Planning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

January 31, 2023

**Subject: Notification of Harbor & Waterways Board (HWB) Application Submittal
Residential Marine Construction – 4136 Belcourt Dr.**

Dear Property Owner:

This letter is to notify you of a proposed marine construction project proposed at **4136 Belcourt Drive**. The Marine Construction application requires Harbor and Waterways Board review and recommendation. **The Application will be heard by the Harbor and Waterways Board at 5:00 p.m. at Destin City Hall Annex, 4100 Indian Bayou Trail on Monday, February 27, 2023.**

As an owner of property located adjacent of this project, *Destin Land Development Code (LDC) Section 2.17.00* requires a written notice providing you the following information.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to email address provided below.

1. Name of Owner: David S. Lee, Jr.
2. Name of Agent: William F. Davis Construction, Inc.
3. Address of Project: 4136 Belcourt Drive
4. Parcel ID Number: 00-2S-22-4600-0000-0020
5. Project Description: The application includes to construct a new residential dock with a covered boat lift, consisting of a 71' x 4' access pier, a 14' x 12' terminal platform, a 14' x 4' stepdown platform, a 16' x 4' access walk, a 32' x 3' catwalk, a 32' x 13' covered boat lift, and a 15' x 1' roof overhang, totaling $\pm$ 1,099 SF.
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 concern regarding this letter, please do not hesitate to call (850) 654-1119 option 2 or email at planning@cityofdestin.com.

Sincerely,

Daniel Butler
Senior Planner



CC: Louis Zunguze, MURP, Community Development Director
Planning Division

Community Development Department Project File



**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 6, 2023
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 Bobby Wagner
Councilmember Torey Geile
Councilmember Kevin Schmidt
Councilmember Terésa Hebert

Councilmember Jim Bagby
Councilmember Dewey Destin
Councilmember Johnny King

Destin City Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Principal Planner Steve O'Connor
Human Resources Manager Jaime Dittmer
Finance Director Krystal Strickland
Code Compliance Deputy Director Danny Sullivan
Community Development Director Louis Zunguze
Land Use Attorney Kimberly Kopp

Deputy City Manager Webb Warren
Public Information Manager Tamara Young
Recreation Director Lisa Firth
City Engineer Ryan Scott
Senior Planner Daniel Butler
Public Works Director Michael Burgess
Grants/Project Manager Jeffrey Cozadd
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

Councilmember Bagby requests agenda item 6G(1) be moved up on the agenda following approval of Consent Agenda items.

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

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

A. Flood Awareness Week - March 6-12, 2023

The mayor read the proclamation proclaiming the week of March 6th as *Flood Awareness Week* in the City of Destin, and then presented it to Public Works Director Michael Burgess.

2. PUBLIC COMMENTS

Ms. Jeannie Hawkins, a Destin resident, commented on the FAA's decision to allow tour helicopters to resume conducting their business from the Destin Executive Airport. She doubts whether the FAA has investigated the flight path and altitude taken by the Timberview Helicopters Company in 2020 and 2021, or if they have conducted an environmental impact study prior to making that decision. She stated that Destin is a small densely populated city with a very busy airport. These helicopters cannot fly at a safe altitude and avoid flying over homes. They affect the health and welfare of residents and visitors. She also noted that she has voiced her concern to county representatives and requested that they appeal that decision and asked the city council to do the same. She added that she would like to see an ordinance passed in the future which would eliminate this type of business in the City of Destin.

Mr. Shane Moody, President and CEO of the Destin Chambers of Commerce, addressed the current parking fee stating that charging \$5.00 for the entire day at Marler Parking Lot is way too low. They need parking garages, and they need money to build them. Raising the parking fee is one way to gain additional revenue.

3. CONSENT AGENDA

- A. Request from Pointe Mezzanine, LLC and Pointe Resort, LLC For Acceptance of Final Plat
- B. Morgan Sports Center Sod
- C. Miscellaneous Asphaltic Concrete Continuing Services, authorization to execute a contract
- D. Approval of minutes of February 6, 2023 Regular City Council Meeting
- E. Minutes of Board & Committees

Councilmember Bagby moved to approve Consent Agenda items 3A thru 3E, as printed above, seconded by Councilmember Destin. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes"; Councilmember Sweetser was absent from the meeting).

Next item discussed was agenda item 6G(1) – Positions of City Manager and Deputy City Manager.

Councilmember Schmidt moved to set aside the order of the day and allow the council to have an open discussion related to the above topic prior to having a motion to consider; seconded by Councilmember Geile.

Councilmember Destin stated it would be necessary to have a motion first so they could set parameters around the item being discussed.

Councilmember Bagby agrees there need to be a motion first so that they know which direction to go with their discussion and prevent them from having to debate this issue all night.

Motion to set aside the order of the day failed 3-4 (Council members Schmidt, Hebert, and Geile voted “yes”; Council members King, Bagby, and Destin voted “no”; Mayor Wagner cast the tie-breaking vote of “no”; Councilmember Sweetser was absent from the meeting).

Councilmember Schmidt moved to place the City Manager on a 120-day probationary period, and then re-evaluate his performance at the first council meeting following the 120 days. During the next 120 days, the item to be considered will include but not limited to the following:

- **Fill all vacancies at the Community Development Department**
- **Fill all vacancies at the Finance Department**
- **Fill all vacancies at the Code Compliance Department**
- **Provide monthly code compliance report to include total number of cases and violations responded based upon complaints versus the total number of cases and violations created on by the Code Compliance Department personnel on their own accord; as well as the number of open cases and the number of cases that were closed due to coming into compliance**
- **Complete the Capt. Royal Melvin Heritage Park**
- **Execute the 100% plan and kickoff the start of the Clement Taylor Park renovation**
- **Provide a written plan of what tools, actions, and other items to be used to maintain the city’s employees and prevent them from leaving the City of Destin**
- **Provide a written plan on the Code Compliance Department actions to increase successful enforcement of illegal vessel operators at Joe’s Bayou Launch**
- **Complete items 2.4(a) thru (h) under the Management Objectives for Fiscal Year 2023**
- **Provide and publish a list of all transient boat slips along the Destin Harbor**
- **Complete a quality control assessment on the Code Compliance Department to create standards that are used with the city’s policies and procedures**

Councilmember Geile provided a second to the motion.

Councilmember Schmidt stated that as a member of the council, it is his duty to represent the citizens of Destin as their number 1 priority, the Destin businesses as their number 2 priority, and their visitors as their number 3 priority. He also agrees with the mission statement that they have established. He stated that during his tenure, he has done some research and come to realize a few things about the operations of city hall and the leadership within it. He also heard from residents, business owners, and visitors. The following are some of his areas of concern:

- Personnel decisions within the City of Destin in regard to high level personnel (directors and managers). Certain employees that may not be doing the best job expected of them but are being retained at their current positions over the past years.
- There were employees getting numerous complaints from citizens about the job that they are doing along the streets of Destin, but they remain on the staff.
- There have been key employees that left, and there are those that have an opportunity to go somewhere else but are giving the city the opportunity to

retain them. The City Manager has not been community these issues with the council in a timely manner.

- The council is constantly asking for status of directions that have given years ago but have not been completed. For instance, they have been discussing enforcement of illegal operators at Joe's Bayou for 3 years, but there have not be a single actionable thing that has taken place to help remedy this situation.
- He does not believe that all city employees love working for the City of Destin as others have claimed for the following reasons:
 - Fiscal year 2020 ended with 24 vacancies, and 17% turnover rate
 - Fiscal year 2021 ended with 23 vacancies, and 18% turnover rate
 - Fiscal year 2022 ended with 30 vacancies, and a 37% turnover rate
 - No actions are being taken to correct this situation or reverse this trend.
 - Leadership is not instituting things to improve upon this situation. The ultimate responsibility lies with the person in charge, which is the City Manager
- City Manager's Office personnel costs the City of Destin nearly half a million dollar a year in salaries and benefits.

Councilmember Geile asked whether members of the council have the opportunity to provide the City Manager an annual review; and if so, how many of the members typically provide the review.

According to the City Manager, each council member has an opportunity to provide an annual review around July each year, but only one or two members typically provide a review.

Councilmember Geile asked how many council members regularly meet with the City Manager to discuss any of their topics of concerns outside of an official city council meeting, and how often do those meetings take place.

The City Manager noted that on rare occasions, one or two members of the council would asked to individually meet him to discuss specific items.

Councilmember Geile stated that as a newly elected member of the council, he met with all the directors for the city. When asked, the Human Resources Director felt that the cause for the high turnover rate had more to do with pay and expectations from the younger generation, more so than management style. He stated that the council needs to figure out how much of that is their responsibility, and how much should fall on the City Manager and staff.

Councilmember Hebert noted that she has been working and communicating with the City Manager for many years and since he was still the Parks and Recreation Director. She has pointed out some of his successes and what she believes are his shortcomings, as well as some of the complaints they have been receiving. He gave her a litany of things he has taken care of, many of which without having to go before the city council. She communicates with the City Manager on a regular basis. There are things on the list Councilmember Schmidt outlined that are beyond the control even by an overly aggressive City Manager. She also feels they are moving in the right direction, and a lot of things are falling into place. She added that giving the

City Manager 120 days to accomplish everything on the list, especially completion of two city parks, is unrealistic and unfair.

Councilmember Bagby believes a lot of the problems they currently have are council's problems. They have not been clear in setting direction, objectives, or goals. For instance, the crosstown connector has been an issue for over a decade, and even though they have already bought the land, they are not yet close to completion. The council have made changes to the plans over the years to address issues such as ensuring a two-lane road, park addition, and drainage/ He recommends each council member meets with the City Manager and discuss their expectations.

Councilmember Destin offered a substitute motion for each council member to address their issues with the City Manager during the City Manager's evaluation in July; seconded by Councilmember Bagby.

Councilmember Schmidt explained that half of the list of things he outlined and which he would like the City Manager to complete are from the list of objectives the council approved and to be used to evaluate the City Manager's performance this year; adding that the deadlines to complete some of those tasks have already passed. He has also noted that he has discussed how he stood on these issues with the City Manager month ago.

The mayor asked for a vote on the substitute motion, which passes 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes"; Councilmember Sweetser was absent from the meeting).

4. CITY MANAGER REPORTS

A. EnerGov Assist Consulting and Implementation Services

The Deputy City Manager noted that the city and Tyler Technologies recently performed a major upgrade to Energov (COMPASS) and MUNIS systems. All major upgrades of this magnitude require a lot of staff and technical support resources to successfully implement. City staff spent substantial time training for the new versions as well as working through inevitable bugs associated with a project of this magnitude. This upgrade allows the city to decommission the locally hosted server farm that hosted both the MUNIS and Energov systems. This move will reduce both employee and financial resources required to maintain a large database and servers associated with it.

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to direct the City Manager to execute a contract with Tyler Technologies for Energov Assist up to the amount of \$80,000 from account 12552400-531000 passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes"; Councilmember Sweetser was absent from the meeting).

B. Use of ADA Detectable Warning Mats, Surface Applied and Anchored

Councilmember Hebert moved to authorize the City Manager to use surface applied and anchored ADA Detectable Warning Devices on public sidewalks and within city properties in addition to cure-in-place products; seconded by Councilmember Geile. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

C. Resolution 23-04 - Formation of Short-Term Rental Impact Committee

Councilmember Hebert moved for approval of Resolution 23-04; seconded by Councilmember Geile. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

Councilmember Schmidt moved to appoint Ms. Marcie Bell to the Short-Term Rental Impact Committee; seconded by Councilmember Geile. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

Councilmember King moved to appoint Ms. Casey Gates Ward to the Short-Term Rental Impact Committee; seconded by Councilmember Schmidt. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

D. Legion Drive Traffic Safety & Operational Evaluation - update

Public Works Director Michael Burgess provided the following update:

- Council requested that a traffic analysis be performed on Legion Drive from Beach Drive to Main Street at its meeting on January 17th. The motion requires the study to be completed within 4 months.
- Staff solicited a scope of work and fee proposal from Volkert Engineering, one of the city’s continuing service providers.
- This proposal was presented to the Public Works/Safety Committee at their meeting on February 21st. At that meeting, the committee recommended that council move forward with this study.
- Subsequent to the Public Works/Safety Committee meeting, staff met to discuss the scope of work for the project. Staff has asked Volkert Engineering to make some modifications to the original scope and associated cost proposal.
- Staff has not yet received the revised documents.
- The scope of work, cost proposal, and deliverables will be provided for council consideration once received.

E. Tarpon Beach and Shore of Crystal Beach Park Plans

The Deputy City Manager noted that the council previously approved an ordinance modifying the interlocal agreement between the City of Destin and Okaloosa County to improve beach access in Destin by acquiring and developing an additional four gulf-front properties known as Tarpon Beach. For the new Tarpon Beach properties, the city and county will split the costs of acquisition, design, and park construction expenses. The county recently provided the updated task order to Baskerville Donovan, their design engineer, and is working on these projects.

Councilmember Bagby moved to accept the plans for Tarpon Beach and The Shore of Crystal Beach and direct the City Manager to work with Okaloosa County to procure a construction contract for the parks. Councilmember Hebert provided a second to the motion, which passes 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

F. Paid Parking Fees

The City Manager noted that on July 1, 2020, the city expanded the paid parking program to include beach parking area south of US Hwy 98. Prior to this time, the only city paid parking lots were in the harbor district, Marler and Community Center parking lots. The rates for these parking areas were established as: Harbor District - \$5 for 24 hours; beach areas - \$5 for 5 hours. The resident park passes provide Destin residents with free access to the city’s paid parking lots. The council has indicated they would like to evaluate paid parking fees. Staff is requesting direction on this item.

Councilmember Geile recommends increasing the parking fees to \$50 to \$100 because Destin is a desirable place and people would be willing to come here and pay the fees.

Councilmember Hebert suggests charging a flat \$30 parking fee throughout the city to make things easy and obtain additional revenues to help finance a much needed parking garage for the city. She also noted there are several local restaurants that will now charge a parking fee at their place of business, and other places like the Emerald Grande plan to double their parking fees.

Councilmember Hebert moved charging a flat \$30 parking fee throughout the City of Destin. Motion died for lack of a second.

Councilmember Destin noted that the Marler Parking Lot only reaches its full capacity during a holiday weekend. They use it because it is convenient, and the fee is reasonable. Visitors will do just about anything to avoid paying for parking. He expressed concern that by raising the parking fee too high, they will stop using the parking lot and start parking everywhere else.

Councilmember Bagby moved to direct the City Manager to adjust harbor parking fees to \$2.00 per hour, beach parking fees to \$5.00 per hour; seconded by Councilmember Hebert.

Councilmember Schmidt offered a substitute motion to direct the City Manager to adjust harbor parking fees to \$20.00 per day, beach parking fees to \$20.00 for 4 hours, and paid parking fines to \$100.00, and to make the appropriate amendment to the fee schedule. Councilmember King provided a second to the motion.

Councilmember Bagby recommends directing the City Manager to present a paid parking revenue report to the council in the August time frame and adding that to the motion.

Councilmember Schmidt amended his substitute motion to direct the City Manager to adjust harbor parking fees to \$20.00 per day, beach parking fees to \$20.00 for 4 hours, and paid parking fines to \$100.00, and to make the appropriate amendment to the fee schedule. In addition, direct the City Manager to present a paid parking revenue report to the council in August. Councilmember King provided a second to the motion, which passes 5-1 (Council members Schmidt, King, Hebert, Bagby, and Geile voted “yes”; Councilmember Destin voted “no”; Councilmember Sweetser was absent from the meeting).

G. Joe's Bayou Passes and Fees

According to the City Manager, Destin residents currently receive Joe’s Bayou annual passes free of charge, and that the daily launch fees are \$20.00. Staff is asking for council’s consideration of Destin residents’ annual passes to be reinstated at \$30.00 per calendar year and increasing the daily launch fees to \$30.00. Council’s direction will be incorporated into the Schedule of Fees.

Councilmember Schmidt stated he would rather have the residents continuing to receive free annual passes and increasing the daily launch fees.

Councilmember Geile agrees that residents should come first, and that they should continue to offer this benefit to the residents.

Councilmember Hebert moved to direct the City Manager to reinstate the Destin residents’ annual passes at \$20.00 per calendar year, to increase the daily launch fees to \$25.00, and to incorporate these changes into the Schedule of Fees tied; seconded by Councilmember King. Motion passed 4-3 (Council members King, Hebert, and Bagby voted “yes”; Council members Schmidt, Destin, and Geile – “no”; the mayor cast the tiebreaking vote; Councilmember Sweetser was absent from the meeting).

Councilmember Bagby requested that the council be provided a copy of the city ordinance or resolution which states that services that the city provides would be self-sustaining prior to the next council meeting.

Councilmember Geile left the meeting at 7:30 PM.

H. Announcements

1. City staff participated in a successful cleanup effort at the Destin History and Fishing Museum last week, with a representative from each city department.

2. The city's Parks and Recreation Department is working with the Destin High School Leadership Class on a beach cleanup scheduled for March 7th at June White Decker Park, from 7-9 AM.
3. The Destin Library will celebrate 20 years in its current Sibert Avenue building on March 17th. An entire week of festivities is planned to mark the occasion.
4. The city's Public Information Officer is working with the mayor to collaborate on collecting magazine columns that will help spread the word on various Destin subjects from safety and parking to inside stories showing local interests.
5. The city has hired two new code compliance officers, which are both certified parking in parking authorities, and who can help regulate parking in Destin.
6. Several vacant city positions have been filled since February 1st. Finance Department has hired a senior accountant. The Community Development Department has hired a new planner and an Engineering Assistant.
7. A city council workshop on Harbor Capacity Study has been scheduled for May 4th.
8. The first two draft Articles of the Land Development Code are now available for public review. The public can now access these draft articles through a link available on the city's website.

Councilmember Destin announced that Okaloosa County is going forward with the project to improve their public safety communications. It entails putting a 230-foot tall tower on Main Street. He asked that this item be placed on the agenda for the council's review and approval by April, or as soon as they can legally advertise it as a public hearing.

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 23-02-CC - Amending Chapter 15 - Parks and Recreation, Section 15-38 of the Code of Ordinances, prohibiting smoking in city-owned public parks and city-owned public beaches.

The City Attorney read proposed Ordinance 23-02-CC by title and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES TO PROHIBIT SMOKING IN CITY-OWNED PUBLIC PARKS AND CITY-OWNED PUBLIC BEACHES; AMENDING CHAPTER 15 "PARKS AND RECREATION", SECTION 15-38, "BEHAVIOR", OF THE CODE OF ORDINANCES; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Hebert moved to adopt Ordinance 23-02-CC on second reading; seconded by Councilmember King. Motion passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted “yes”; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

Councilmember Destin moved to direct the City Manager to have staff erect signs that state that smoking is prohibited in city-owned public parks and beaches, reiterate the public health risks from smoking, and direct the public’s attention to the stop smoking programs in the State of Florida that are currently in place; seconded by Councilmember Bagby. Motion passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted “yes”; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

- B. First reading of Ordinance 23-03-CC - Providing for modifying city code Section 7-21 - Definitions, Section 7-23 - Burial Plots and Mausoleum Niches, Section 7-28 – Tombstone, Monument, and Markers - of the ordinance of the City of Destin Regulating city cemeteries allowing upright monuments on burial plots throughout the Destin Memorial Cemetery Phase II, and restricting sales to only residents and immediate family, as currently defined in the code.

The City Attorney read proposed Ordinance 23-03-CC by title and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, REGULATING CITY CEMETERIES; PROVIDING FOR AUTHORITY; PROVIDING FOR MODIFYING CITY CODE SECTION 7-21 – DEFINITIONS, SECTION 7-23 – BURIAL PLOTS AND MAUSOLEUM NICHES; SECTION 7-28 – TOMBSTONES, MONUMENTS AND MARKERS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Hebert moved to approve Ordinance 23-03-CC on first reading and direct staff to advertise for second reading; seconded by Councilmember Bagby. Motion passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted “yes”; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

- C. David Campbell of Civil Engineering, Inc., on behalf of Valiant Investment, LLC is requesting approval of Conditional Use 22-64-CU. This project includes the construction of an 8-unit long-term, multifamily attached (townhome) development, and the associated site infrastructure. The subject project is located at 807 & 809 Airport Road (Parcel IDs: 00-2S-22-3091-000J-0150 & 00-2S-22-3091-000J-0140), totaling approximately 0.84 acres.

The City Attorney asked whether there have been any ex-parte communications that have taken place relative to the application.

Each mayor and council members present replied “none.”

The City Attorney sworn in the following individuals for testimony:

- Principal Planner Steve O’Connor
- Senior Planner Daniel Butler
- David Campbell, Civil Engineering, Inc.

The Land Use Attorney request the agenda report and all its exhibits be admitted into the record as Staff Composite Exhibit A.

With no objections from the applicant, the mayor approved entering the agenda report and all its exhibits into the record as Staff Composite Exhibit A.

Mr. David Campbell of Civil Engineering, Inc., on behalf of Valiant Investment, LLC, requests approval of Conditional Use 22-64-CU. This project includes the construction of an 8-unit long-term multifamily attached (townhome) development and the associated site infrastructure. The subject project is located at 807 and 809 Airport Road. The proposed use is located within the Residential, Office & Institutional – Village Residential (ROI-VR) zoning district. The proposed use of long-term, multi-family attached dwellings is a conditional use in the Residential, Office & Institutional – Village Residential (ROI-VR) zoning district. The city’s Local Planning Agency has unanimously recommended city council’s approval of this application.

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

Councilmember Schmidt asked how the trash receptacles would work for this project.

Mr. Campbell stated there will be individual pickup. The site was designed in a manner that the truck could pull in, pick up the containers and then back up. do a T-turn and then pull out.

Motion by Councilmember Hebert, seconded by Councilmember King, to approve Conditional Use 22-64-CU passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted “yes”; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

- D. John Green of ECM, on behalf of Pelican Adventures, Inc., is requesting approval of a Major Deviation to a Major Development Order and a Commercial Marina at 548, 580, & 600 Harbor Blvd (Parcel IDs: 00-2S-22-0310-000C-1390; 00-2S-22-0310-000C-139A; 00-2S-22-0310-000C-140B), with additional offsite parking to be located at 106 Benning Dr (Parcel ID: 00-2S-22-0310-000C-396A). The project proposes to expand the existing docks and construct parking areas to support an existing watersports business.

The City Attorney asked whether there have been any ex-parte communications that have taken place relative to the application.

Each mayor and council members present replied “none.”

The City Attorney sworn in the following individuals for testimony:

- Principal Planner Steve O’Connor
- Senior Planner Daniel Butler
- John Green, ECM

The Land Use Attorney request the agenda report and all its exhibits be admitted into the record as Staff Composite Exhibit A.

With no objections from the applicant, the mayor approved entering the agenda report and all its exhibits into the record as Staff Composite Exhibit A.

Mr. John Green of ECM, speaking on behalf of Pelican Adventure, Inc., requests approval of a Major Deviation to a Major Development Order and a Commercial Marina at 546, 580, and 600 Harbor Blvd, with additional offsite parking to be located at 106 Benning Drive. The project proposes to expand the existing docks and construct parking areas to support a watersport business. The business has 8 vessels total, per the approved plans. There are 3 vacant slips. There are no livery operations proposed or reviewed with this request. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

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

Capt. Gary Jarvis, a Destin resident, stated there have been a lot of commercial docks built and/or repaired in quite some time in the harbor. In this particular case, the applicant is not increasing their slips but simply upgrading their facilities. They have run a professional business and have been quite transparent with all their activities. They are one of the few businesses on the harbor that are actually trying to take care of parking first. He highly recommends council’s approval of the project.

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

Councilmember Hebert moved for approval of Pelican Adventures, a Major deviation to a Major Development Order and a commercial marina, as presented; seconded by Councilmember King. Motion passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted “yes”; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

- E. Michael Dombrowski of MRD Associates, Inc., on behalf of ABC Amusement Co., Is requesting approval of a Commercial Marina application at 530 Harbor Boulevard (Parcel IDs: 00-2S-22-0630-0000-03A1; 00-2S-22-0630-0000-03A3; 00-2S-22-0630-0000-03A2). The project proposes to construct a 4,353-square-foot, 17-slip wooden dock to the east of the existing 20-slip Gilligan's docking facility. Approximately 36 timber mooring piles will be installed within the slips.

The City Attorney asked whether there have been any ex-parte communications that have taken place relative to the application.

Councilmember Hebert replied "none."

Councilmember Bagby replied "none."

Councilmember Destin replied "none."

Mayor Wagner replied "none."

Councilmember Schmidt announced that he has had some communications with several individuals regarding this project, but those will not affect his decision making tonight.

Councilmember King also announced he has had some communications with other individuals about this project, but it will not affect his decision making tonight.

The City Attorney sworn in the following individuals for testimony:

- Principal Planner Steve O'Connor
- Michael Dombrowski of MRD Associates, Inc.
- Mike Abadie of ABC Amusement Co.

The Land Use Attorney request the agenda report and all its exhibits be admitted into the record as Staff Composite Exhibit A.

With no objections from the applicant, the mayor approved entering the agenda report and all its exhibits into the record as Staff Composite Exhibit A.

Mr. Michael Dombrowski of MRD Associates, on behalf of Mike Abadie of ABC Amusement Co. presented the proposed application for the construction of a commercial marina located at the existing Gilligan's marina. To the east is Harbor Docks, and to the west is an existing 20-slip marina that is part of Gilligan's that was built in 2010. They are asking for 17 additional slips for a total of 37 slips which is the maximum number they can have at that location. On March 1st, the Board of Adjustment reviewed, deliberated and approved a request for a variance from the LDC which limits dock length in the harbor to 200 feet. However, due to the existing environmental conditions limiting the location of vessel slips, the Board of Adjustment determined there was a hardship and voted 5-0 to grant the variance. He continued that this is a working harbor. This marina is not going to have pontoon boats or Jet Skis. They have been contacted by charter boats on 15 of the 17 boat slips. This will be more of a commercial than a residential marina and those 15 slips will go toward the charter boats.

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

Mr. Glenn Shelly, a Destin resident, stated that 266 feet out into the harbor is almost the length of a football field. He noted that the city is in the middle of a Harbor Capacity Study and so they should not approve anything that would increase activity in the harbor until after completion of that study.

Mr. Randy Taylor, a resident of the Destin Harbor Place, stated that he is speaking on behalf of the residential community in the harbor. The Destin Harbor Place is located right next to Gilligan's and that he is concern about the increased boating and other activities that could take place if this project is approved. He stated that he has been a resident on the harbor for over 10 years. Although he respects the fact this is a commercial harbor, there are people who live on the harbor and pay heavy taxes to live there. Their ability to enjoy their property is being taken away because of the congestion and all the activities taking place in the harbor. He urged the council to consider the wellbeing of the residential community on the Northside and the southside of the harbor as they deliberate on this proposed project.

Capt. Gary Jarvis, a Destin resident, stated that this dock and additional slips are sorely needed. He stated that their heritage in Destin is the charter commercial fishing fleet, and that he highly supports anything that will bring commerce in the harbor for the charter fishing fleet.

Mr. Kenneth Hanes, a Fort Walton Beach resident, stated that he is a frequent visitor to Destin, and he is concern that if they approve this application to extend the dock, they will be obligated to approved subsequent requests in order to be fair to all. He stated that the harbor is already very congested especially during peak season. He urged the council to delay deciding on this matter at least until after completion of the Harbor Capacity Study.

Capt Christian Myers, a Destin resident, stated that he has a charter boat down on the harbor. His biggest obstacle when he started his business was the lack of available slips as it took him years to get one. It was also very expensive especially to people like him who was just starting out on the business. He stated that he fully supports this project. It will not be a hazard since this dock is located in the widest part of the harbor and will not be in the way of navigation. He added that he would like to see more docks and more slips become available for his type of business.

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

Councilmember Destin asked whether this council has a legal authority to table this item until after completion of the Harbor Capacity Study.

The Land Use Attorney noted that the Board of Adjustment has approved the variance for the length of the dock. The circuit court and not the council is the appellant authority of the Board of Adjustment. There is a 30-day appeal period to circuit court. The only thing the council should legally be considering is section 11.05.01T – Marina Siting Standards which states that "No dock shall unreasonably interfere with the riparian rights of others." If the council feels there is unreasonable interference, they could deny the project on that ground; otherwise, they should approve the project.

Councilmember Bagby stated that though he really wants to support this project because they are one of those who do things right, he believes it will negatively impact the riparian rights of other people in the harbor.

Councilmember Bagby moved to deny the Commercial Marine Construction project located at 530 Harbor Blvd based on Marina Siting Standard Section 11.05.01T; seconded by Councilmember King.

Councilmember King noted that the aerial map of the property shows the shallow nature of the shoreline, and that it has gotten progressively worse over the years. He added that if the applicant wants to add as many slips as being proposed, there ought to be a dredge permit involved.

According to the Land Use Attorney, it was her understanding the Army Corp of Engineers and FDEP would not allow any slips in the shoaling area because there needs to be a one foot clearance between the bottom of the vessel and the bottom of the water or the sand area. There would need to be a dredge to get that much space if they would approve it.

Principal Planner Steve O'Connor stated that the Army Corp of Engineers and FDEP do not generally approve dredge permits when variances are allowed, as it was on this particular project, due to the fact dredging highly disturbs environmental sensitivity of the area.

Councilmember Schmidt wants to know for sure whether the applicant has the option to dredge in this case.

Mr. Dombrowski explained that during their pre-application meetings with the Army Corp of Engineers and FDEP, one of the things they discussed was whether there are ways of minimizing or avoiding dredging. One of the options discussed was to go before the Board of Adjustment to apply for variance to maximize the number of boat slips. In which case they would not have justification for a dredging permit at that location because of the option available to them.

Councilmember Schmidt asked whether they will be setting a precedence if they approve this project.

The Land Use Attorney explained there are code criteria that need to be reviewed for each individual property. A variance is unique to each specific property. There is also the Marina Siting Standards that need to be applied to the specific property. The council will not be setting a precedence by approving this specific project.

Mr. Dombrowski pointed out there is not a moratorium for docks in the Destin Harbor; and that in terms of riparian rights, they will not be impeding on anyone's riparian rights. Riparian rights are the extension of the property lines east and west. They have an existing dock of Gilligan's between what they are proposing and the Destin Harbor Place. Their other riparian rights line is the Harbor Docks which they have not expressed any impediment or opposition to this project.

Councilmember Destin asked in what manner would they interfere with the riparian rights of others in this case.

Mr. O'Connor stated that staff has no factual determination in that regard.

Councilmember Destin asked whether the council is allowed to dictate what kind of boats the applicant can have on the slips, and whether they can prohibit livery vessels.

According to the Land Use Attorney, there is nothing in the code that provides for that determination; adding that it is in the applicant's prerogative to volunteer that information. She also pointed out that the Board of Adjustment put the condition on the variance related to the types of vessels; however, it is more of a request rather than a demand.

"The applicant shall be encouraged but not required the prioritization of private yachts or vessels in slips E-8 thru E-11 as identified on the marine plan."

Councilmember Destin asked whether the applicant consent for this condition to be added to the permit.

Mr. Mike Abadie, the applicant, stated he is in the livery vessel business, and 20 of his current slips are for livery vessels, and that he has no intention to rent his slips to other livery vessel operators. The livery vessel moratorium may become permanent and livery vessel operators will not be able to obtain a permit from the city to add more livery vessels. He has a verbal commitment for 15 of his slips to the US Coast Guard licensed captain vessels. He will also rent to commercial vessels, private yachts, or to any vessel that is legal.

The mayor called for a vote on the motion, which passes 3-2 (Council members King, Hebert, and Bagby voted "yes"; Council members Schmidt and Destin voted "no"; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

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

- A. Councilmember Sweetser
- B. Councilmember Geile
- C. Councilmember Destin

1. Direct city staff to obtain a written document from the owner of the future Publix Shopping Center site in Destin indicating that they are interested in working with the city or selling a portion of the property to the city

Councilmember Destin moved to direct city staff to enter into negotiations with the Publix Shopping Center and obtain in writing that they are interested in working with the city or to sell or make a portion of their property available for the city's use. Councilmember Hebert provided a second to the motion, which passes 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted "yes"; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

2. Direct the City Manager to come up with written criteria for simplifying and making the permitting process much quicker

Councilmember Destin moved to direct the Land Use Attorney to work with the City Manager and Community Development Director in developing criteria for simplifying the permitting process and to bring the proposed item back for council's consideration by the first meeting in May; seconded by Councilmember Hebert. Motion passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted "yes"; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

3. US Hwy 98 and Stahlman Avenue Intersection / Traffic Corridor Study / Direction

Councilmember Destin requests this item be placed on the next council meeting agenda to allow the council time to review the Baskerville Donovan proposed US Hwy 98 and Stahlman Avenue Intersection/Traffic Corridor study.

D. Councilmember Bagby

Councilmember Bagby requests a coverage map that shows locations of existing structures as well as locations of other antennas at the proposed site of the 230-foot tower the county plans to build to improve their public safety communication be provided to council. He also asked city staff to communicate this matter with Eglin Air Force Base to make sure proposed structure will not negatively impact their mission.

Councilmember Bagby noted there have been a lot of public records requests lately coming from members of the council. In communications with some of his peers, he found out there are city or county regulation that states that if an elected official files a public records request that could take more than 2 hours of staff time to fulfill, it has to come before the entire body for approval; or they could also elect to pay the standard rate charge for public records requests. He stated that he will work with the City Manager in drafting a resolution pertaining to this matter and bring it back for council's consideration.

According to Councilmember Destin, he seems to recall a state statute that requires employees of a municipality to provide any information requested by an elected official. He recommends the city attorney and staff research this matter to make sure no state law is violated.

E. Councilmember Hebert

1. TDC - Popsicle Giveaways

Councilmember Hebert recommends tabling this discussion to the next council meeting, at which time the TDC Director is scheduled to make a presentation to council.

2. Joe's Bayou Code Compliance

Councilmember Hebert moved to direct the City Manager to bring back the costs associated with hiring either a part-time/seasonal or full time Code Compliance Officer

primarily for Joe's Bayou; seconded by Councilmember Destin. Motion passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted "yes"; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

3. Amendment to the LDC related to the length of Docks

Councilmember Hebert moved to direct the Land Use Attorney and staff to bring back a proposed ordinance disallowing variances for dock length; seconded by Councilmember King. Motion passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted "yes"; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

Councilmember Bagby moved to direct the Land Use Attorney and staff to bring back a proposed ordinance transferring the responsibility of hearing and deciding upon applications for variances from the Board of Adjustment back to the city council; seconded by Councilmember Hebert. Motion passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted "yes"; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

Councilmember Hebert recommends directing the Land Use Attorney and staff to reach out to FDOT and inquire as to the process and timeline involved in obtaining a portion of FDOT's excess funds this year to help in 3-laning Airport Road to the Marler Bridge; or in constructing a new Marler Bridge or extending the bridge.

Councilmember Bagby recommends assigning this matter to the council's representatives to the TPO instead.

The mayor stated that as one of the council's representatives to the TPO, he will address this matter with the TPO.

Next, Councilmember Hebert moved to appoint Capt. Gary Jarvis to the Short-Term Rental Impact Committee; seconded by Councilmember Destin. Motion passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted "yes"; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

F. Councilmember King

G. Councilmember Schmidt

1. Positions of City Manager and Deputy City Manager

Item discussed earlier in the meeting.

2. Nomination of Mr. Joshua Cowsent for membership to the Town Center CRA Advisory Committee.

Councilmember Schmidt moved to appoint Mr. Joshua Cowsert to the Town Center CRA Advisory Committee; seconded by Councilmember Hebert. Motion passed 5-0 (Council

members Schmidt, King, Hebert, Bagby, and Destin voted “yes”; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

3. Picnicking/Splashpad at Leonard Destin Park

Councilmember Schmidt asked staff to obtain clarification to the language that was provided by the state as it relates to the pool deck/wet deck.

H. Mayor Wagner

1. Pickleball Legislative Sponsor

Motion to designate the mayor as a fact-finder for the pickleball issue passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted “yes”; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

2. ADA Compliant Beach Mats

Councilmember Hebert moved to direct staff to inquire into the process involved in putting the mats in place in accordance with federal, state, county and city laws; seconded by Councilmember Destin. Motion passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted “yes”; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

The mayor requests that “Red Light Cameras on US Hwy 98” be placed under his name on the next council meeting agenda.

I. Land Use Attorney

1. Request to call for an executive session on March 20, 2023, at 5:30 p.m., pursuant to section 286.011(8), Florida Statutes, in the case of Destin Fishing Fleet, Inc., v. City of Destin, Okaloosa County Court Case No. 2019-CA-000425-F.

Motion by Councilmember Destin, seconded by Councilmember Bagby to schedule the executive session on Monday, March 20th, at 5:30 PM, passed 5-0 (Council members Schmidt, King, Hebert, Bagby, and Destin voted “yes”; Councilmember Geile was not present during the voting; Councilmember Sweetser was absent from the meeting).

J. City Attorney

1. Update to qualifications for membership to CRA Advisory Committees – Resolution CRA 17-01

Councilmember Schmidt moved to amend the city's resolution allowing a business owner within the CRA district who is not a Destin resident to be eligible for appointment to the CRA Advisory Committee. Motion failed for lack of a second.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 9:36 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023

TYPE OF AGENDA ITEM: Special Presentation

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: March 10, 2023

SUBJECT: FY 2022 Annual Audit and Financial Statements

I. BACKGROUND: An annual audit of the City's financial operations is required in order to maintain legal reporting compliance for various State and Federal agencies and to comply with certain bond covenants within the City's debt instruments.

II. DISCUSSION: Mr. Wade Sansbury, CPA, Partner, will present the independent auditor's report on behalf of Mauldin & Jenkins, CPAs for the fiscal year ending September 30, 2022.

In addition to the regular audit, Mauldin & Jenkins also completed a Federal Single-Audit, and examined the City's two Community Redevelopment Agencies (CRAs) in accordance with Florida Statute Section 163.387(6) and (7).

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

B. Effect on Budget (EOB): The presentation has no effect on the budget.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The annual independent audit provides for legal compliance and confirms the sound financial condition of the City. The auditor's unmodified opinion confirms that the financial statements are fairly presented in all material respects.

IV. RECOMMENDED MOTION: I move to accept the 2022 Annual Audit and Financial Statements for the City of Destin and for the City of Destin Community Redevelopment Agency.

Attachments:

1. 2022 City of Destin Final Draft
2. 2022 CRA of the City of Destin Final Draft



CITY OF DESTIN, FL

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED SEPTEMBER 30, 2022

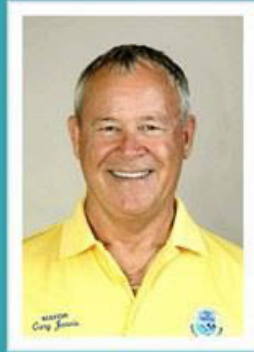


CITY OF DESTIN, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2022

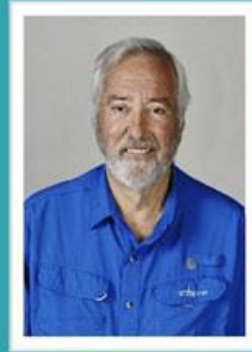
PREPARED BY:
CITY OF DESTIN FINANCE DEPARTMENT



DESTIN CITY COUNCIL



GARY JARVIS
MAYOR



DEWEY DESTIN
MAYOR PRO TEM/COUNCILMEMBER



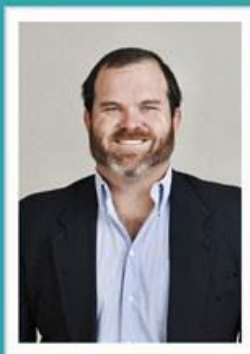
JIM BAGBY
COUNCILMEMBER



RODNEY BRADEN
COUNCILMEMBER



TERESA HEBERT
COUNCILMEMBER



JOHNNY KING
COUNCILMEMBER



BOBBY WAGNER
COUNCILMEMBER



KEVIN SCHMIDT
COUNCILMEMBER

CITY OF DESTIN, FLORIDA

CITY OF DESTIN, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT
SEPTEMBER 30, 2022

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CITY OF DESTIN, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT
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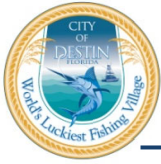
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City of Destin

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-269-9890 | www.cityofdestin.com

March 15, 2023

To the Honorable Mayor, Members of the City Council, and Citizens of the City of Destin:

We are pleased to present to you the Annual Comprehensive Financial Report (ACFR) of the City of Destin, Florida (the "City") for the fiscal year ended September 30, 2022. Chapter 218.39, Florida Statutes require that a complete set of financial statements be published within nine months of fiscal year-end and presented in conformance with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants.

This report consists of management's representations concerning the finances of the City of Destin. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Destin has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Destin's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Destin's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material aspects.

In compliance with the laws of the State of Florida, the City's financial statements have been audited by Mauldin and Jenkins, LLC, Certified Public Accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City of Destin for the fiscal year ended September 30, 2022, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Destin's financial statements for the fiscal year ended September 30, 2022, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City of Destin was part of a broader, state mandated "Single Audit" designed to meet the special needs of state and federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards. GAAP requires that management provide a

narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Destin's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The City of Destin incorporated and adopted the Council-Manager form of government in 1984. The City Council is composed of seven voting members with the Mayor casting tie-breaking votes only. The Mayor and Council, elected in November of even years by the City at-large, can serve up to two consecutive four-year terms. The City Council is the legislative body of the City Government. They consider and adopt ordinances and enact regulations for the maintenance of good government, the preservation of peace, welfare, health and safety and convenience of the citizens. The Council also reviews and adopts the City Budget, makes appropriations, levies taxes, authorizes bond issues, holds public hearings for citizen input, appoints committees and establishes municipal policies. Pursuant to City Charter, the City Manager is appointed by a super- majority vote of the City Council. The City Manager is the chief administrative officer of the City and serves directly at the pleasure of the City Council. The City Manager implements Council policies, directs and supervises the administration of all departments, programs, offices, and agencies of the City.

The City of Destin provides a range of services that include the construction and maintenance of highways, streets, sidewalks, stormwater and other infrastructure; and parks and leisure/cultural activities and events. The City also provides community planning and building code compliance services. Law enforcement is provided through a contractual arrangement with the Okaloosa Sheriff's Office. Water and wastewater utilities and fire protection and lifeguard services are provided by other governmental agencies working in close cooperation with City management. Tourism is the major field of employment within the City of Destin. The City of Destin includes a planning area of 7.53 square miles and is located in Okaloosa County approximately 52 miles east of Pensacola, Florida, and 38 miles west of Panama City Beach, Florida. The Gulf of Mexico on the south and Choctawhatchee Bay on the north form the City's natural boundaries. Destin is located on Florida's Emerald Coast known for sugar-white beaches, crystal clear green water and warm, sunny days. Destin is home to approximately 13,905 full-time residents with an estimated peak seasonal population of approximately 100,000. One of the City's most significant on-going challenges is to provide infrastructure and services to accommodate the seasonal population.

Budgetary Control: The annual budget serves as the foundation for the City of Destin's financial planning and control. The City Manager starts each new calendar year with a Strategic Planning Session where department directors, city council members, and the citizens of Destin discuss their long-term vision for the City and strategically prioritize issues and projects. All departments of the City of Destin are required to submit requests for appropriation to the City Manager in the spring of each year. The City Manager evaluates these requests against the strategic planning session priorities and develops a proposed budget. The City Manager then presents this proposed budget to the council for review. The

council is required to hold public hearings on the proposed budget and to adopt a final budget no later than September 30, the close of the City's fiscal year. The appropriated budget is prepared by fund and department. Budgetary control (the level at which expenditures cannot legally exceed appropriated amount) is maintained by the City Manager at the fund level and may be amended as necessary during the fiscal year. Budget-to-actual comparisons are provided in this report for each individual government fund for which an appropriated annual budget has been adopted. For the general fund, this comparison is presented on page 53 as part of the basic financial statements for the government funds. For governmental funds, other than the general fund, with appropriated annual budgets, this comparison is presented in the governmental fund subsection of this report, which starts on page 54.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Destin operates.

Local Economy: In FY 2022, the City continued to experience an increase in tourist-related business and hotel and short-term rental occupancy. Tourism is one of Destin's largest industries, and Destin has made great strides to promote and market its commitment to serve as a community offering an outstanding quality of life to residents and visitors alike. The Okaloosa Tourist Development Council reported that FY 2022 bed tax collections and visitor estimates were higher than pre-pandemic figures.

The City is centrally located in the panhandle of Florida. Destin is home to one of the largest and most elaborately equipped charter fishing fleets in the State of Florida. Known as the "World's Luckiest Fishing Village," the Destin Harbor lies closer to the 100 Fathom curve than any other harbor on Florida's west and north coast, providing speedy deep-water access. In addition to fishing, recreational opportunities include golf, tennis, and water sports, including diving and snorkeling.

Besides tourism, Destin's economic base was dependent on the real estate and construction industries in the past. Nowadays, the City is nearly "built-out" with very few vacant parcels still available for development, and therefore residential and commercial construction is minimal compared to the tourist-related economy. During FY 2022, rising property values translated into higher ad valorem taxes. Ad valorem taxes are the City of Destin's largest single source of revenue. By City Charter the maximum rate of levy is limited to 2.0 mills, or \$2 per \$1,000 in property value. The rate for FY2022 was set at 1.615 mills for the sixth consecutive year.

Major Initiatives - Current and Future

Livable Wages and Benefits: Council's top priority objective for FY 2022 was to offer livable wages and benefits to attract and maintain high caliber, qualified staff. Like many of the businesses in Destin, the City has found it difficult to maintain full staffing levels. The budget adopted for FY 2022 assumed 8% increased personnel costs and adopted funding to achieve and implement a compensation study. A cost of living (COLA) of 5% was immediately granted to employees upon adoption of the new budget, and a longevity award was given based upon years of employment with the City.

Cross-Town Connector: The Cross-town Connector project was recognized as Council's second top priority for FY 2022. For many years, the City of Destin has worked towards establishing a secondary main road for residents to get from the East side of town to the West side of town that would avoid the congestion of Highway 98. FDOT has awarded the City a grant to complete the purchase of property to construct the roadway, and in FY 2022 three of nine needed parcels were purchased. Okaloosa County has projected funding in future budget years to contribute towards the construction phase of this project. Additional funding will also be needed. The City has purchased some properties for right-of-way and has relocated some of the residents affected by the project. An engineering firm has recently completed the design, construction will begin after the necessary right-of-way has been secured and sufficient funding is in place to complete the project.

Beach Acquisition: Council's third priority objective is to purchase beachfront property in order to preserve public access to Destin's waterways and beaches. During the summer months, the City's two small beach parks are regularly well beyond capacity with beachgoers. The highest percentage of complaints from citizens and visitors are concerns about the lack of access to the Gulf waters and disputes with property owners and vendors. This initiative will restore developed areas of the beach to original natural beach and will provide additional public space for residents and visitors. City Council signed a revised interlocal agreement with and the Okaloosa County Tourism Development Council (TDC) to continue beachfront park development of the properties purchased in FY 2021 and to acquire an additional 340+ feet of beachfront properties in early FY 2023. Administrative and financial assistance for these purchases is provided by the Trust for Public Lands (TPL).

Undergrounding Utilities: The fourth of City Council's top priorities for the City of Destin is to underground overhead utility lines. Undergrounding utilities is essential to hardening Destin's infrastructure to improve business continuity and to decrease recovery time in post-disaster scenarios. This is also a beautification initiative expected to increase property values and to enhance economic development opportunities. In FY 2021, the City hired a Project Management company to manage our ambitious utility undergrounding project. The Project Management company has completed a report that outlines the optimal phasing for the project and also provided an opinion of probable cost for the first phase. The Project Manager is coordinating closely with FDOT and local utility providers. In early 2022, the City finalized a new franchise undergrounding agreement with FPL (formerly Gulf Power, a subsidiary of Nextera Energy) and received an opinion of probable cost. This opinion will allow for the consideration of financing options and a potential start to the project in late FY 2023.

Roadway and Pedestrian Improvements: The Transportation Element of the Comprehensive Plan guides the City's regulations regarding street improvements for both motor vehicle and pedestrian needs. The City's plan is aimed at enhancing an efficient and high-quality multi-modal transportation system that balances community circulation needs with regional travel demand.

The adopted five-year capital improvement plan for FY 2022-2026 includes several pathway projects that will connect the Harbor Boardwalk with additional parking and will connect the library, community center, fishing museum, and three city parks. The City is working closely with a rate analyst to establish developer mobility fees to help the City fund the greater multi-modal mobility plan.

Purchase and Installation of Municipal Management Software: A top priority for the organization was to implement a comprehensive software package that would automate and centrally connect critical processes, including permitting, planning, regulatory management, inspections, and code compliance, into one easily accessible system for our customers. In 2019, the City purchased Tyler Technology's Energov product and branded it with the name COMPASS (COMMunity Permit And Support System). City and Energov staff worked diligently on this monumental City project and this new e-government system went live in June 2021. This new software streamlined communication amongst City staff and customers, and productivity has markedly increased at both the office and field levels. The COMPASS portal enables residents, developers, contractors, and business owners to easily apply for their building permit, development, business tax receipts and engineering applications from their computer in the comfort of their home or office. They can submit necessary documents, track the progress, pay invoices, and receive final documentation via the COMPASS portal without calling or making a trip to City Hall Annex. Furthermore, the average turnaround time between application submittal and permit issuance for permits and business tax receipts has improved by 80%. In FY 2023, the System will be upgraded to a SaaS system which will further improve reliability and performance.

Norriego Point Stabilization and Recreational Amenities: This has been a high priority project for the Destin community. Due to the complex dynamics of the Destin East Pass, in FY 2011 the City Council appointed a Blue-Ribbon Panel of stakeholders to assist in the decision-making for the proposed design for stabilization of the Point. In late FY 2013, the City was notified the Florida Department of Environmental Protection (FDEP) was awarded a National Resource Damage Assessment (NRDA) grant to construct this project. In FY 2014 city staff began working with the State to implement this project. The project began in the fall of 2017 with the stabilization phase. In the fall of 2021, the City signed an agreement with a developer who will work with the City to extend the road and add parking for access to the park that FDEP has worked to design. FDEP continues to manage the design and construction of improvements to Norriego Point. We anticipate the construction of recreation amenities to begin in early FY 2024. The hardening efforts on Norriego Point provide storm protection for the Destin Harbor and will help preserve the point for the future.

Joe's Bayou Renovation: In 2016, the City purchased a parcel of waterfront property that has long been desired by the City of Destin to complete its plans for the Joe's Bayou Recreation Area which will combine four properties into one recreational park. FDEP is managing the funding, design and construction of a bayfront park. Design is underway in FY 2022 and construction is anticipated to start in late FY 2023 or early FY 2024.

Community Redevelopment Agency: The Community Redevelopment Agency (CRA) is responsible for developing and implementing the Community Redevelopment Plan that addresses the unique needs of the targeted area. The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area. The City of Destin continues to focus on redevelopment opportunities. The establishment of two CRA districts help focus planning efforts for major capital improvements in the heart of the City to maintain the vitality and heritage of our harbor district and to facilitate mobility across town and through our downtown area. The Master Plans for the two CRA districts are under review and revised master plans should be published by the end of FY 2023. During FY 2022, both CRA districts pledged funding towards the utility undergrounding project that will start in their geographic areas in FY 2023.

Town Center CRA District

Major projects in the Town Center district of the CRA valued at over \$18 million were accomplished between 2005-2009 included:

- Construction of the Main Street and Legion Drive widening, stormwater management improvements, and multi-modal landscaping enhancements
- Undergrounding of overhead utilities on Main Street
- Airport Road widening, including stormwater management improvements and multi-modal amenities

These projects were accomplished through a combination of grants and tax increment financing (TIF) revenue bonds.

Gulf Power Easement/Linear Park: One key project aimed at redeveloping the Town Center District is the proposed Linear Park. An objective outlined in the Town Center CRA plan is to improve non-vehicular pathways between Main Street and Airport Road. This linear park and multi-use pathway will connect portions of the Gulf Power easement. The project will provide a safe area for walking, jogging, biking and exercise. In addition, it will provide alternate access for residential areas off Airport Road to shops, restaurants and other amenities in the Town Center.

Harbor CRA District

The major projects of the Harbor District CRA were mostly completed in 2009-2013:

- The reconstruction of Mountain Drive into a multi-modal roadway
- The construction of the first phase of the Harbor Boardwalk
- The construction of a long-term surface parking lot (Marler Street) on Harbor Boulevard with appropriate lighting, landscaping, and stormwater improvements
- Melvin Street Drainage

In 2014, focus was placed on safe pedestrian mobility in the Harbor District and along US 98. The City worked with the State of Florida Department of Transportation (FDOT) to conduct a Pedestrian Safety Assessment analysis of Hwy 98 from Marler Bridge to Airport Road. In the spring of FY 2016, FDOT installed five (5) signalized pedestrian crossings on Harbor Blvd/Highway 98.

Furthermore, the City is in the process of undertaking two major development efforts aimed at enhancing the festive atmosphere and experience of our redevelopment areas.

Captain Royal Melvin Heritage Park and Plaza: The City acquired a 0.77 acre harbor-front property for a park with support from the Trust for Public Land and additional funding provided by the Florida Community Trust. Located in the center of the Harbor District CRA, Captain Royal Melvin Park will serve as a gateway to the Destin Harbor District featuring an observation platform, resource center, educational signage, walkways, and a plaza with picnic tables, playground equipment and restrooms. The construction of the park began in early 2021 and is expected to be substantially completed by the Spring of 2023. This construction is primarily funded by a Restore Act grant from the US Treasury, being administered by Okaloosa County.

Additional Financial Policies that Affect the Financial Position

General Government Functions. The City's accounting system is organized on a fund basis. A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts. The types of funds used are determined generally by the City Council upon recommendation of the City Manager and the Finance Director establishes accepted accounting policies and procedures, as well as the number of funds.

In accordance with Florida Statutes, Chapter 218.33, revenues are recorded by source to provide information necessary to: (1) prepare and control the budget, (2) record the collection of revenues (3) prepare financial statements and schedules, and (4) prepare financial statistics.

Long-Term Financial Planning.

The City's responsiveness to emerging economic challenges and its careful long-range planning have been instrumental in maintaining Destin's fiscal health. Fiscal conservatism, a streamlined budget, and operating efficiencies have resulted in a solid position for the City at the close of fiscal year 2022. Approval by Council of mission and goal statements allows staff to create strategic plans and a programmatic budget that directly responds to the Council's vision, goals, and community expectations. The City continues to prioritize debt service and operations first in budgeting. Most capital projects are funded by grant revenues and impact fees.

Statement of Philosophy: In 2021, the Mayor and City Council adopted a new vision statement: "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." City leaders have continued to reinforce and refine their support of this vision each year at their strategic planning sessions.

As indicated within this Vision Statement, the City of Destin is working at all levels to improve the quality of life within our community. Since the Budget is a policy document and serves as a statement of City policy in fiscal terms, it should be viewed as a reflection of the Council's established strategic goals of:

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

Plans articulated in the fiscal year 2022 Adopted Budget and Capital Improvement Plan continue to support basic governmental services (roads, parks, recreation, and stormwater, etc.) while also addressing the City Council's broad goals and citizens' expectations for the community.

Destin's financial plan requires many elements working in concert with one another. Some of these financial plan elements are financial resource planning, investment planning, strategic capital improvement project planning, and debt management. The Finance Department's management role is to maintain and enhance financial plan elements and ensure continued financial stability for the City of Destin.

Budget Planning: The City of Destin is required to adopt an annual budget in accordance with the City Charter and State Statutes. The City Manager is charged with preparing a proposed budget submission in July of each year for the fiscal year that begins the following October 1. Appropriations by department by fund and tax levies are adopted in September. The budget also authorizes the number of full-time equivalent positions available to City departments to deliver services. The budget may be amended by Council motion at a regular meeting or administratively if the change is within the same department and fund. Various thresholds of review and approval have been established for purchases and hiring as the budget is implemented.

Capital Improvement Program: Destin's Capital Improvement Program projects are planned for five years and evaluated based on project totals of over \$25,000, a useful life of five years or more; and costs that do not reoccur annually, unless the project has multi-year elements. The operating cost impacts of projects are also planned and considered in developing future operating budget plans. Projects with significant operating impacts are carefully timed to avoid contingent liabilities, which future operating resources cannot meet. Pay-as-you-go funding sources are also conservatively estimated to avoid over-committing to capital construction using revenues that are not certain. Expending the pay-go funding sources can appear as an appropriation of fund balance in years when construction occurs after years of saving up for a project. To the extent debt financing is used and/or required, capital project plans are sized to conform to existing debt management policies.

Debt Management: Destin has a financial policy which prohibits the issuance of debt for operating costs. With that as a governing framework, all debt issuances are for the purpose of financing capital infrastructure (or long-lived costly assets). Each debt issuance is evaluated against multiple additional policies addressing debt service as a percent of operating expenditures, tax and revenue bases for the repayment of debt, the overall debt burden on the community and statutory limitations and market factors affecting tax-exempt interest costs. In all cases a long-term analysis is made considering the financial (debt) capacity that fits the wherewithal (and willingness) of our community to pay for the capital projects. The annual debt service operating cost for each additional one million dollars in new debt averages about \$30,000 based on an average interest rate of 3 percent. Sizing of the City's Capital Improvement Program is based on the debt capacity in conjunction with conservatively estimated pay-as-you-go revenues which will help stabilize per capita debt and lower annual debt service costs to the City over the long-term.

Revenues pledged to the repayment of debt issues consist of general government's commitment to budget and appropriate, sales taxes, communication service taxes, Okaloosa Half-Penny Infrastructure Surtax, and CRA tax increment funding (TIF). The Tax Increment Financing (TIF) revenues are calculated using the growth of property values above the base year property values within each CRA district. Annual requirements and debt transactions are reflected in the notes to the financial statements.

Internal Control: City management is responsible for establishing and monitoring internal controls to ensure that the City fulfills its fiduciary responsibility as custodian of public monies. The purpose of internal controls is to provide reasonable, but not absolute, assurance that City assets are safeguarded against loss through unauthorized use or disposition. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

Fiduciary Operations: The City of Destin maintains a defined contribution plan for the City's full-time employees. The City contributes 7.5% of the employee's annual earnings to the retirement program, and will match the first 5% of the employee's contribution to their 457 retirement program. Additional information on the City's post-employment benefits and pension arrangements can be found in Notes 11 and 12 in the financial statements.

Financial Information

Management's Discussion and Analysis (MD&A) (starting on page 4) summarizes the Statement of Net Position and Statement of Activities and reviews the changes (from the beginning to the end of the period and current year to prior year). The Government-wide financial statements (in detail) are presented on pages 21 and 22 and are intended to present the City in a manner similar to private-sector businesses.

Additionally, the Fund Financial Statements (starting on page 23) are designed to address the Major (or more significant) individual funds by category. An explanation of these complementary presentations can be found in the MD&A (starting on page 6).

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Destin for its Annual Comprehensive Financial Report (ACFR) for the year ended September 30, 2021. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports. This was the twenty-sixth consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized ACFR. This report satisfied both GAAP and applicable legal requirements.

This achievement is the direct result of the efforts of many people and not the work of a single person. Our gratitude is given to the Mayor and City Council for their continuing attention, assistance, and cooperation regarding the financial operations of the City as well as to our residents for their support toward the planning and administration of the financial operations of the City in a responsible and progressive manner. We would also like to express our thanks to the staff of Mauldin and Jenkins, LLC, Certified Public Accountants for their professional services and assistance to the City of Destin. Lastly, we extend our sincere appreciation to all city employees, particularly our finance staff, for their hard work, professionalism, and dedication to ensuring Destin's financial stability.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "L. Johnson".

Lance Johnson
City Manager

A handwritten signature in blue ink, appearing to read "K. Strickland".

Krystal Strickland, CPA, CGFO
Finance Director

**CITY OF DESTIN
EXECUTIVE DIRECTORY**

City Council

**Gary Jarvis, Mayor
Dewey Destin, Mayor Pro Tem/Council
Rodney Braden, Council
Terésa Herbert, Council
Johnny King, Council
Kevin Schmidt, Council
Jim Bagby, Council
Bobby Wagner, Council**

City Manager

Lance Johnson

Finance/Budget Director

Krystal Strickland

Deputy City Manager

Webb Warren

City Attorney

**Kyle Bauman
Anchors, Smith,
Grimsley, PLC**

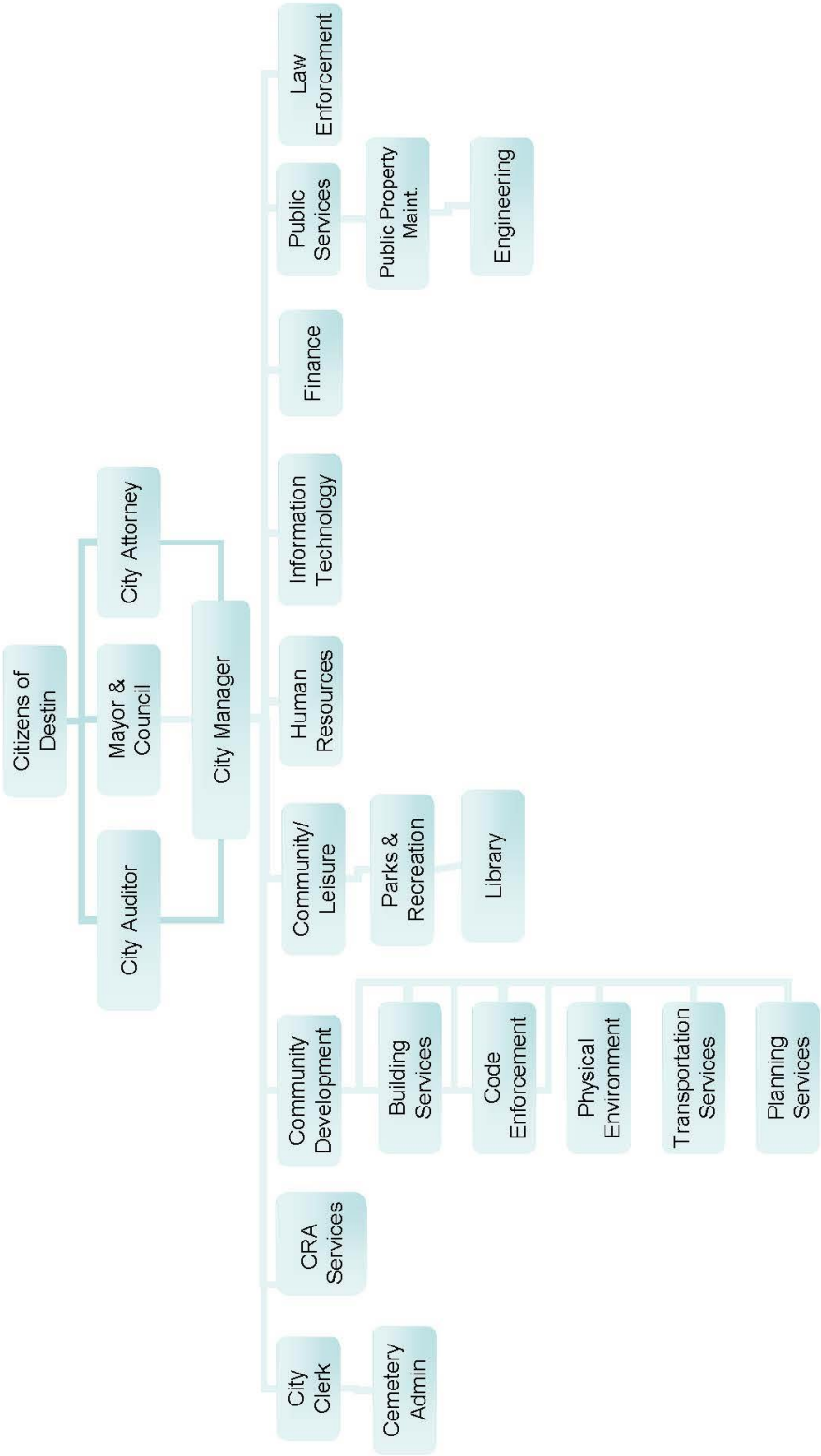
City Clerk

Rey Bailey

City Land Use Attorney

**Kimberly Kopp
Romano Kopp Law, P.A.**

City of Destin
Organizational Chart





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Destin
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2021

Christopher P. Morill

Executive Director/CEO

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INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Members of
the City Council,
City of Destin, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the **City of Destin, Florida** (the "City"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparisons for the General Fund, the CRA Town Center Fund, and the Okaloosa Half-Penny Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 20 and the schedule of changes in the City's total OPEB liability and related ratios on page 50 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General of the State of Florida and is also not a required part of the basic financial statements of the City. Such information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund statements and schedules and the schedule of expenditures of federal awards and state financial assistance are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 15, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Bradenton, Florida
March 15, 2023

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CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Destin, Florida (the "City") we offer readers of the City's financial statements this narrative overview and analysis of financial activities of the City for the fiscal year ended September 30, 2022. The City's Management Discussion and Analysis (MD&A) is designed to: (a) assist the reader in focusing on the significant financial issues, (b) provide an overview of the City's financial activities, (c) identify changes in financial position, (d) identify any material deviations from the financial plan (the approved budget), and (e) identify any individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with the additional information that we have furnished in our letter of transmittal.

FINANCIAL HIGHLIGHTS

- Assets plus deferred outflows of resources of the City of Destin exceeded liabilities plus deferred inflows of resources at the close of the most recent fiscal year by \$139,489,950 (net position). Of this amount, \$100,905,387 represents the net investment in capital assets (e.g. land, infrastructure, building, machinery, and equipment) \$5,073,775 million is restricted for use by regulatory agencies, grantors and debt covenants, and \$33,510,788 is unrestricted and may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position of increased by \$8,284,655 during the current fiscal year. The majority of this increase is from collections of Okaloosa Half Penny Infrastructure Surtax and Electric Franchise Fees which the City is collecting to invest in capital projects such as Undergrounding of overhead utilities and acquisition and development of land for parks scheduled for fiscal year 2023 through fiscal year 2026. In addition, property tax and sales and use taxes were up again this year, continuing to be fueled by high demand for properties in our beach town and continued high levels of tourism.
- Governmental Activities generated \$6,465,725 in program revenues (\$2.1 million less than in the prior fiscal year). Capital grants were nearly \$2.7 million lower in fiscal year 2022 than fiscal year 2021, while charges for services were \$432 thousand higher due to programs returning to more typical levels post-pandemic. Operating grants were \$128 thousand higher than in fiscal year 2021. Expenditures increased nearly \$1.2 million to support the renewed vigor in our programs (\$600 thousand for culture and recreation; \$600 thousand for transportation related activities including repaving and restriping of roads).
- At the close of the current fiscal year, the City of Destin's governmental funds reported combined ending fund balances of \$38,771,830, an increase of \$5,255,915, or 13.6% over the prior year. Of this amount, \$2,581,252 is Nonspendable, \$5,073,775 is restricted, \$20,423,327 is committed, \$857,077 is assigned, and \$9,836,399 is unassigned.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$11,500,107, or 95% of the total General Fund operating expenditures.
- During fiscal year 2022, the City extended the life of a land lease for the Morgans Sports Center grounds resulting in proceeds from issuance of debt in the amount of \$24,021.
- During this fiscal year, the City invested over \$4.3 million into new and replacement capital assets and infrastructure. Grant funding covered nearly \$2.4 million of these investments into new parks and road infrastructure.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of four parts – *Introductory Section, Financial Section, Statistical Section, and the Compliance Section*. Within the Financial Section, there is the *Independent Auditors' Report*, this *Management's Discussion and Analysis*, the *Basic Financial Statements*, *Required Supplementary Information* and an additional section that presents *Combining Statements* for non-major governmental funds.

CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

The basic financial statements include two kinds of statements that present different views of the City:

Government-wide – The first two statements are *government-wide financial statements* that provide both long-term and short-term information about the City's overall financial status.

Fund Financial Statements – The remaining statements are *fund financial statements* that focus on individual parts of the City government, reporting the City's operations in more detail than the government-wide statements. These fund financial statements focus on the short-term cashflows, and exclude long-term items such as capital assets and long-term liabilities.

The focus of the Governmental Accounting Standards Board ("GASB") Statement Number 34, *Basic Financial Statements – and Management's Discussion and Analysis - for State and Local Governments*, financial statements is on both the City as a whole (government-wide) and on the major individual funds. Both perspectives (government-wide and major funds) allow the user to address relevant questions, broaden a basis for comparison (such as year-to-year and government-to-government), and enhance the City's accountability.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

Designed to be corporate-like, the *government-wide financial statements* typically consolidate governmental and business-type activities into two columns, which add to a total for the primary government entity. However, the City of Destin has only governmental activities and, therefore, one column is presented that provides readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, deferred outflows, liabilities, and deferred inflows with the difference reported as net position. This statement combines and consolidates the governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations. Over time, increases or decreases in net position may serve as a useful indicator of the financial position of the City.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). *The City of Destin does not have any business-type activities.* The governmental activities of the City include general government (city clerk, city council, city manager, human resources, finance, city planning, facility and fleet maintenance and non-departmental expenses), public safety (code compliance, law enforcement, and building department services), physical environment (cemetery and stormwater), transportation (public works, streets, sidewalks, streetlights, engineering, traffic signage, median and right-of-way maintenance), economic development (community redevelopment agencies), human services (animal control and contributions), culture and recreation (library, parks, athletic fields, and community center) and debt service.

The government-wide financial statements are found on pages 21 and 22 of this report.

CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

FUND FINANCIAL STATEMENTS

A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Unlike government-wide financial statements, the focus of fund financial statements is directed to specific activities of the City rather than the City as a whole. The City of Destin's funds can be divided into two categories: governmental and fiduciary funds. Our City does not currently have any proprietary (business-like) funds.

GOVERNMENTAL FUNDS

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of expendable resources, as well as on balances of expendable resources available at fiscal year-end. Such information may be useful in evaluating a government's near-term financial requirements. The basic governmental fund financial statements are found on pages 23 through 28 of this report.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented in governmental funds with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenue, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains 11 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenue, expenditures and changes in fund balances for four of the 11 funds considered to be major funds. Individual fund data for each of these nonmajor governmental funds are provided in the form of combining statements and can be found on pages 51 through 63 of this report.

Major Governmental Funds:

General Fund
CRA Town Center Fund
Capital Projects Fund
Okaloosa Half-Penny Fund

Non-Major Governmental Funds:

CRA Harbor Fund
Florida Building Code Fund
Parking Fund
Technology Fund
2013 Refunding Revenue Note Series Fund
2014 Refunding Revenue Note Series Fund
2021 Refunding Revenue Note Series Fund

The City of Destin adopts annual appropriated budgets for all of the governmental funds. A budgetary comparison statement is presented within this report for each of those funds to demonstrate budgetary compliance.

PROPRIETARY FUNDS

Proprietary funds normally report business-type activities and provide the same type of information as the government-wide financial statements, only in more detail. The City of Destin has no business-type activities that meet the definition of this fund category.

CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

FIDUCIARY FUNDS

Fiduciary funds are used to account for resources held for the benefit of parties outside the government.

The City maintains a defined contribution plan for the City's full-time employees. The City administers the retirement plan known as the "Employee Thrift Plan." The Board of Trustees operates the investment policy set forth by the City Council. All funds are held by Benjamin F. Edwards & Co., which also acts as the Investment Manager. As of September 30, 2022, total assets were stated at \$4,821,060, a decrease of \$2,314,139 compared to the September 30, 2021 stated value of \$7,135,199. The decrease in assets was due to withdrawals by former employees and retirees (\$1.7 million) and the remaining difference is related to an unrealized loss in value. Allocations of investments were represented as 98% mutual funds and 2% cash and cash equivalents.

The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements are found on pages 27 and 28 of this report.

NOTES TO FINANCIAL STATEMENTS

The notes to the financial statements provide additional information, which is essential to the full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 29 of this report.

OTHER INFORMATION

The combining statements, mentioned earlier in connection with nonmajor governmental funds, are presented immediately following the required supplementary information. The combining and individual nonmajor fund financial statements are found on pages 51 through 63 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Summary of net position. As noted earlier, over time net position may serve as a useful indicator of a government's financial position. There are six basic transactions that will affect the comparability of the statement of net position summary presentation as reflected below:

- 1) **Net results of activities** will impact (increase/decrease) current assets and unrestricted net position.
- 2) **Borrowing for capital** items will increase current assets and long-term debt.
- 3) **Spending borrowed proceeds on new capital** items will reduce current assets and increase capital assets. Additionally, an increase in investments in capital assets plus an increase in related debt will not change the net investment in capital assets.
- 4) **Spending of non-borrowed current assets on new capital** items will reduce current assets, increase capital assets, reduce unrestricted net position, and increase net investment in capital assets.
- 5) **Principal payment on debt** will reduce current assets, reduce long-term debt, decrease unrestricted net position, and increase net investment in capital assets.
- 6) **Reduction of capital assets through depreciation** will reduce capital assets and net investment in capital assets.

CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

In the case of the City of Destin, combined assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$139,489,950 at the close of fiscal year 2022. (See Table 1 below.)

Table 1
Statement of Net Position
As of September 30, 2022

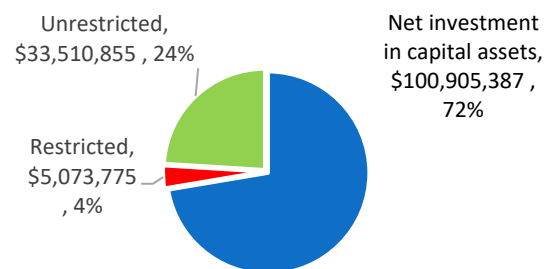
	Governmental Activities			
	2022	2021	\$ Change	% Change
Current and other assets	\$ 41,409,176	\$ 35,681,914	\$ 5,727,262	16%
Capital assets	122,321,856	121,522,085	799,771	1%
Total assets	163,731,032	157,203,999	6,527,033	4%
Deferred outflows	59,898	66,524	(6,626)	-10%
Other liabilities	4,854,976	3,334,156	1,520,820	46%
Long-term liabilities	19,446,004	21,649,241	(2,203,237)	-10%
Total liabilities	24,300,980	24,983,397	(682,417)	-3%
Deferred inflows	-	1,081,831	(1,081,831)	-100%
Net position:				
Net investment in capital assets	100,905,387	98,289,498	2,615,889	3%
Restricted	5,073,775	3,852,330	1,221,445	32%
Unrestricted	33,510,788	29,063,467	4,447,321	15%
Total net position	\$ 139,489,950	\$ 131,205,295	\$ 8,284,655	6%

The largest portion of the City's net position, \$100,905,387 (72% of total net position), reflects the investment in capital assets (e.g. land, infrastructure, buildings, machinery, and equipment) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. An additional portion of the City's net position, \$5,073,775 (4% of total) represents resources that are subject to external restrictions. The remaining balance is considered unrestricted \$33,510,788 (24% of total) may be used to meet the City's ongoing obligations to citizens and creditors.

The City's current and other assets increased \$5,727,262 (16%). Much of this increase is revenues that are being saved to apply towards major capital projects that are identified in the 5-year capital project plan. Capital assets net of depreciation increased \$799,771 (1%). Our largest addition to capital assets during FY 2022 was the acquisition of three parcels of land on Sandalwood Drive which were purchased towards completion of an alternate route for citizens to travel between West Destin and East Destin. This alternate route is referred to as the Cross-Town Connector in the City's five-year capital improvement plan. More details on the changes in capital assets can be found in Note 7 of the financial statements found on page 41.

The City's total liabilities decreased nearly \$700 thousand (3%), as the City paid down debt. More details regarding the changes in long-term liabilities can be found in Note 8 and Note 9 to the financial statements found in pages 42 through 45.

Chart 1: Allocation of Net Position



CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

Deferred inflows decreased \$1,081,831 (100%). This decrease is related to American Rescue Plan Act (ARPA) grant funds that were advanced to the City, which are classified as unearned revenues (a liability). Unearned revenue is cash advances from grantors that has not yet been "earned". It shows as a liability because we have to return these funds if they are not expended on an eligible project within the agreed upon timeframe. Unearned revenue increased to \$1.7 million, and primarily represents American Rescue Plan Act (ARPA) funds. The City's deferred inflows represent revenue not yet earned. GASB states that revenues can be recognized when the funds have been earned *and* are reasonably available to pay current obligations. Reasonably available means the funds are received within 60 days of the end of the period.

Summary of changes in net position. The following information is presented to assist the reader in understanding the different types of basic impacts that can affect revenues:

- 1) **Economic Condition** can reflect a declining, stable, or growing environment and has an impact on property taxes, sales, gas, or other tax revenues as well as consumer spending habits as it relates to building permits, user fees, and other consumption revenues.
- 2) The City Council has authority to set **increases or decreases in City rates** (permitting, impact fees, user fees, parking fees, etc.).
- 3) **Changing patterns in intergovernmental and grant revenues** (both recurring and non-recurring) can change and impact the annual comparisons.
- 4) **Market impacts on investment income** may cause investment revenues to fluctuate from the prior year.

Basic impacts that can affect expenses:

- 1) **Introduction or elimination of programs** and facilities can have an impact on staffing levels, operating costs, and capital outlay costs.
- 2) **Changes in service levels** can cause the City to increase or decrease expenses. The City of Destin outsources many activities, such as law enforcement, legal services, median maintenance, and engineering services. Personnel and contractual services for operating service levels account for over 60% of the City's operating costs.
- 3) **Salary increases** such as cost of living, performance increase, and pension contributions can impact personnel costs. Staffing costs (salary and related benefits) represent approximately 38% of the City's operating costs.
- 4) **Inflation** continues to edge upwards, therefore increasing the price of goods and services purchased by the City. The City is also a major consumer of certain commodities such as fuel, chemicals, supplies, parts, and construction materials to maintain our facilities which have experienced unusual commodity specific increases. In addition, the City has various contracts with built-in annual increases.

The City's net position increased by \$8,284,655 (6%) during the fiscal year 2022. The increase in net position was primarily a result of increased revenues. Much of this increase of the net position is planned as we are saving certain revenues (franchise fees and government revenue sharing) to invest in significant projects in the City's 5-year Capital Improvement Plan.

More detailed information regarding the changes in governmental revenues and expenses can be found following Table 2 on the following page, which is a summary of the change in net position for governmental activities.

CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

Table 2
Statement of Activities
For the Year Ended September 30, 2022

	Governmental Activities			
	2022	2021	\$ Change	% Change
Revenues:				
Program revenues:				
Charges for services	\$ 3,193,879	\$ 2,761,617	\$ 432,262	16%
Operating grants and contributions	775,474	646,998	128,476	20%
Capital grants and contributions	2,496,372	5,192,296	(2,695,924)	-52%
General revenues:				
Property taxes	10,794,578	9,892,776	901,802	9%
Other taxes	3,496,780	3,480,413	16,367	0%
Franchise fees	3,159,650	2,034,776	1,124,874	55%
Government revenue sharing	2,491,312	2,258,270	233,042	10%
Impact fees	132,605	590,174	(457,569)	-78%
Investment income (loss)	(1,078,214)	19,983	(1,098,197)	-5496%
Miscellaneous	36,503	50,972	(14,469)	-28%
Total revenues	<u>25,498,939</u>	<u>26,928,275</u>	<u>(1,429,336)</u>	<u>-5%</u>
Operating expenses:				
General government	3,882,608	3,583,345	299,263	8%
Public safety	3,960,949	3,756,665	204,284	5%
Physical environment	1,180,082	646,171	533,911	83%
Transportation	3,377,216	2,739,207	638,009	23%
Economic environment	129,780	1,141,935	(1,012,155)	-89%
Human services	51,604	64,531	(12,927)	-20%
Culture and recreation	4,081,335	3,476,834	604,501	17%
Interest	550,710	637,571	(86,861)	-14%
Total operating expenses	<u>17,214,284</u>	<u>16,046,259</u>	<u>1,168,025</u>	<u>7%</u>
Change in net position	8,284,655	10,882,016	(2,597,361)	-24%
Net position, beginning	131,205,295	120,323,279	10,882,016	9%
Net position, ending	<u>\$ 139,489,950</u>	<u>\$ 131,205,295</u>	<u>\$ 8,284,655</u>	<u>6%</u>

Current Year Impact – Governmental Activities

- Ad valorem property taxes increased \$901,802 (9%) due to the increase of property values within the City. The millage rate has been maintained at 1.615 for each of the last six fiscal years (since fiscal year 2017). Upon incorporation in 1984, the City of Destin adopted a millage rate cap of 2 mills.
- Grants and contributions decreased nearly \$2.6 million (52%). Fiscal year 2021 was an exceptional year when we received a significant grant from the Okaloosa Tourist Development council to acquire land to expand beach access.
- Investment income decreased over \$1 million. Investment income includes unrealized gains and losses. The City's conservative investment policies result in fiscal year investing in U.S. treasuries and U.S. agency bonds which did not realize losses, but the mark to market rule requires us to record and report the unrealized loss. As interest rates rose significantly during the last half of 2022, the City's holdings of bonds lost market value.
- Franchise fee collections increased over \$1.1 million (55%) because we increased the electric franchise fee 33% from 4% to 6%. This new increment of 2% is restricted to undergrounding of overhead utilities, scheduled to start in the fall of 2023.
- Charges for services increased \$432,262 (16%). This is mainly attributed to faster turn-around to issue building permits and also to resuming normal operations at our recreation facilities. Many programs were cancelled in fiscal year 2020 and fiscal year 2021 due to COVID-19.

CITY OF DESTIN, FLORIDA

**MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

- Government revenue sharing includes taxes collected by the State of Florida which are shared with municipalities. Government revenue sharing increased \$233,042 (10%).
- Total City expenses increased \$1,168,025 (7%), as the cost of personnel increased. A 5% cost of living was granted to all employees on the first day of fiscal year 2022 and approximately 70% of the staff received wage increases based upon results of a compensation study.

Chart 2 compares governmental revenues from fiscal year 2022 to fiscal year 2021 by major revenue category:

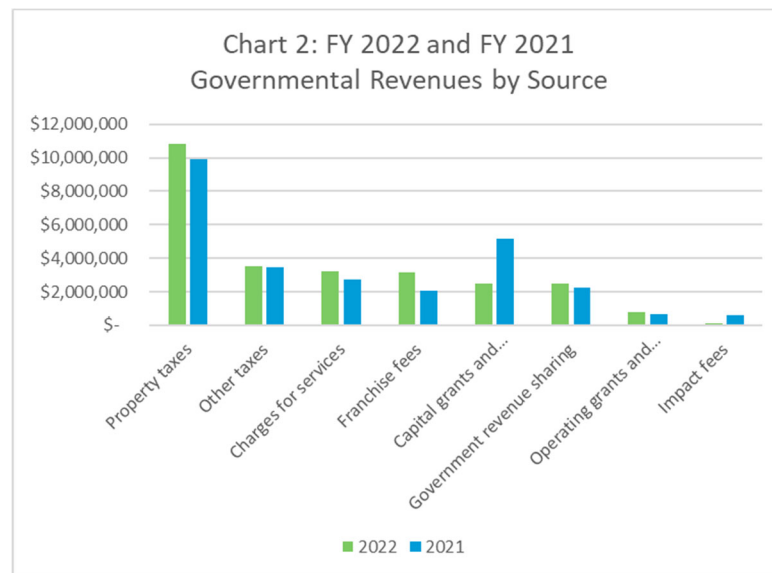
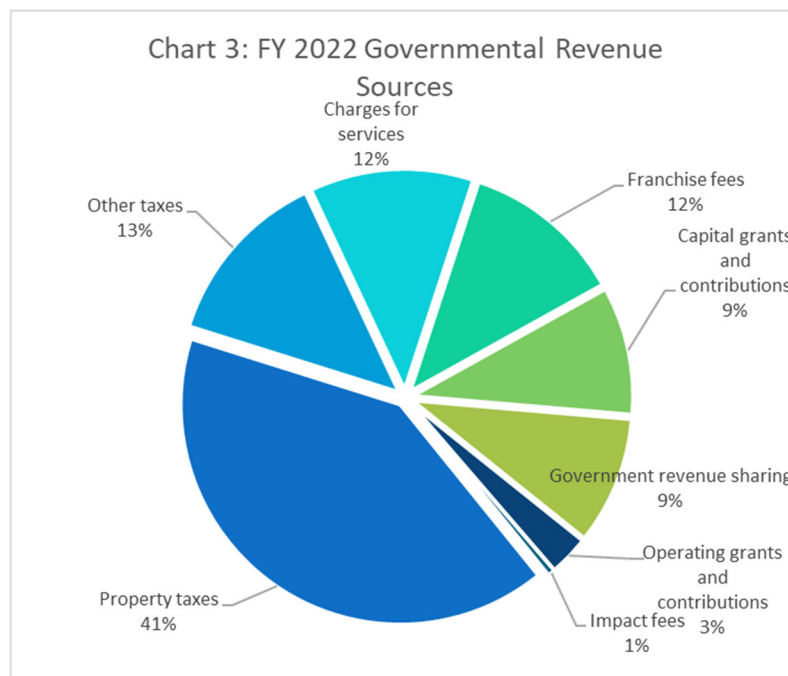


Chart 3 provides an overall view of the various governmental revenue sources:

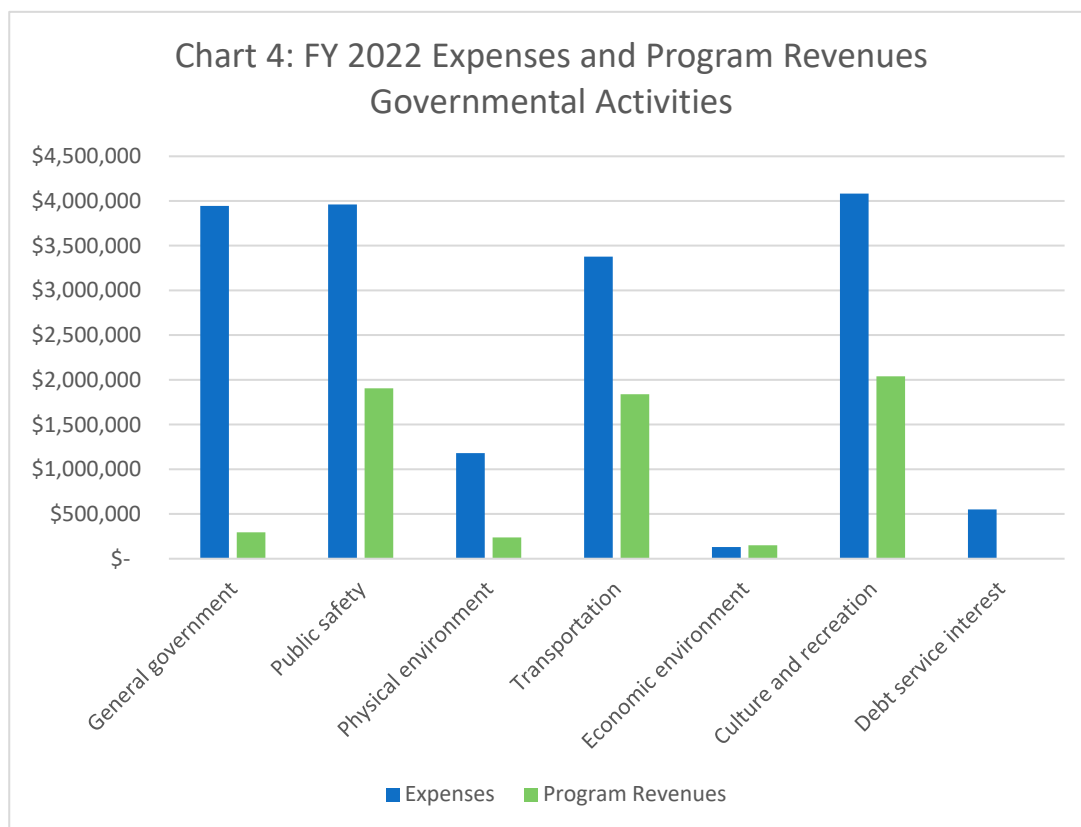


CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

Chart 4 compares program revenues to program expenses for each category of governmental activity. Program revenues include charges for services and grants. The cost of all governmental activities this year was \$17,214,284. This cost was financed by:

- Those who directly benefit from the programs through charges for services \$3,193,876 (19% of total program expenses).
- Other governments and organizations that subsidized certain programs through operating and capital grants and contributions \$3,271,847 (19% of total program expenses).
- The remaining \$10,748,559 "public benefit" portion of governmental activities was financed with property taxes.



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of September 30, 2022, the City's governmental funds reported combined ending fund balance of \$38,771,830, an increase of \$5,255,915 as compared to the prior year.

CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

Table 3
Governmental Funds - Fund Balance
As of September 30,

Fund Balance	Governmental Activities		\$ Change	% Change
	2022	2021		
<i>Nonspendable:</i>				
Interfund advance	\$ 2,448,824	\$ 2,448,824	\$ -	0%
Prepays and deposits	132,428	113,017	19,411	17%
<i>Restricted for:</i>				
Impact fees (park, traffic, library and police)	2,017,332	2,108,263	(90,931)	-4%
Other agreements (NPEB, Stormwater, Morgans Grant, Gas Tax#2)	1,853,387	817,875	1,035,512	127%
Debt service	340,053	339,200	853	0%
CRA Harbor	418,169	276,243	141,926	51%
Florida Building Code	444,834	310,750	134,084	43%
<i>Committed for:</i>				
Emergency operations	5,039,397	3,707,539	1,331,858	36%
Debt service	3,605,098	2,669,656	935,442	35%
Emergency maintenance	5,039,396	3,707,539	1,331,857	36%
Infrastructure surtax	4,486,150	3,408,363	1,077,787	32%
Renewal and replacement	1,554,316	1,045,290	509,026	49%
Parking	347,845	-	347,845	
Technology	351,125	201,406	149,719	74%
<i>Assigned for:</i>				
Encumbrances	857,077	2,912,191	(2,055,114)	-71%
<i>Unassigned</i>	9,836,399	9,449,759	386,640	4%
Total Fund Balance	<u>\$ 38,771,830</u>	<u>\$ 33,515,915</u>	<u>\$ 5,255,915</u>	<u>16%</u>

Fund balance of governmental funds consists of the following classifications (see table 3):

Nonspendable Fund Balance: \$2,581,252 is classified as *nonspendable*, which indicates these amounts are not available to pay near-term obligations. Our current nonspendable balance includes prepaids and deposits (\$132,428) and an interfund advance from the General Fund to the CRA Town Center fund (\$2,448,824).

Restricted Fund Balance: \$5,073,775 is classified as restricted. External entities, such as the State of Florida, lenders and grantors placed restrictions on the use of these funds. \$2,017,332 is impact fees which are restricted for expenditure upon "growth necessitated capital expenditures" and cannot be used to pay for operating expenses. \$1,853,387 has been restricted by grant and interlocal agreements. \$340,053 is in debt service accounts to be expended as per debt covenants. \$418,169 is restricted by State Statute for expenditure within the Community Redevelopment Agency districts, and \$444,834 is restricted for expenditures related to enforcing Florida Building Code as per state statutes.

Committed Fund Balance: \$20,423,327 is classified as committed, to indicate amounts constrained to purposes by City Council through Ordinance or Resolution. City resolution 12-20 commits the equivalent of three months operating costs to be placed into the Emergency Operations reserve (\$5,039,397), one year's worth of debt service (\$3,605,098) is in a debt service reserve, and an equivalent to three months of operating costs is in an emergency maintenance reserve (\$5,039,397). Council has chosen to commit the Okaloosa Half Penny Local Infrastructure Surtax to specific capital projects (current fund balance of \$4,486,150). \$1,554,316 has been committed to renew and replace certain infrastructure, capital components of facilities, and to replace capital machinery. The balance of the Parking Fund \$347,845 is committed to maintaining parking areas and to address parking issues. The \$351,125 balance in the Technology Fund is to be used for hardware and software to process permits and licenses issued by the Building, Code Compliance, and Community Development departments.

CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

Assigned Fund Balance: \$857,077 is classified as assigned to indicate the City's intent to use for a specific purpose. Our assigned fund balance is the current balance of encumbrances made in the form of purchase orders and/or contracts for goods and services ordered.

Unassigned Fund Balance: \$9,836,399 is classified as unassigned which identifies net resources available for spending at the end of the fiscal year.

General Fund

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, the fund balance totaled \$28,088,861, of which \$11,500,107 is unassigned. As a measure of the General Fund's liquidity, it may be useful to compare unassigned fund balance to total expenditures. Unassigned fund balance represents 95%, or approximately 11 months of the General Fund's total operating expenditures.

The fund balance of the City's General Fund increased \$1,769,425 during the current fiscal year from \$26,319,436 to \$28,088,861. State shared revenues such as the state-wide half cent sales tax and the municipal sharing tax (intergovernmental revenue) were \$700k higher than anticipated, and expenditures for personnel and contract services were over \$1 million lower than anticipated due to labor shortages.

The total revenues of the General Fund decreased \$6,873,837 from \$23,752,773 in fiscal year 2021 to \$16,878,935 in fiscal year 2022. This is primarily due an accounting practice, to record revenues restricted or committed to capital projects directly in the capital projects fund instead of passing them through the General Fund first. Revenues restricted and committed to capital projects include intergovernmental revenues from Federal, State, and local government agencies, amounted to nearly \$2.1 million in fiscal year 2022. In fiscal year 2021 the City was granted an extraordinary award of \$4,054,946 from the Okaloosa Tourist Development Council towards purchases of land to expand beach access. In addition, a Parking Special Revenue Fund was established and started in fiscal year 2022 and accounts for over \$400 thousand in revenues that are no longer recorded in the General Fund. Lastly, the investment portfolio, which is primarily bonds and U.S. treasuries, experienced an unrealized loss in value of \$1 million during fiscal year 2022.

The total expenditures of the General Fund decreased \$3,450,814. Operating and personnel expenditures were \$700 thousand higher in fiscal year 2022 than in fiscal year 2021. Debt Service was \$4.1 million lower in fiscal year 2022. In fiscal year 2021, the City refinanced \$4 million of debt to lower interest costs. Government fund accounting categorizes principal payments as a debt service expenditure.

CRA Town Center Special Revenue Fund

The CRA Town Center Special Revenue fund is the second largest governmental fund. The CRA Town Center Special Revenue fund balance increased \$552,686. Ad valorem tax and tax incremental financing revenues increased \$388,213 nearly 40% from \$971,820 collected in FY 2021 to \$1,360,169 in FY 2022 because taxable property values in this area increased in this primarily commercial area. Expenditures increased \$9,444, primarily for median maintenance and the power bill for streetlights within the town center CRA district. We are currently updating the CRA master plan.

Okaloosa Half Penny Fund

The third major governmental fund this year is the Okaloosa Half Penny fund. The residents of Okaloosa County voted in a half-penny infrastructure surtax for the ten-year period beginning January 2019. Council has committed these funds to be expended on beach park acquisition and development, undergrounding overhead utilities, renewing stormwater infrastructure, and to address traffic safety issues. During fiscal year 2022, the Okaloosa Half Penny fund balance increased \$1,062,985. The City received 1% less (\$23,854) of this sales tax in fiscal year 2022 than fiscal year 2021. Expenditures were \$2.6 million lower in fiscal year 2022 than fiscal year 2021. In fiscal year 2021, the City used \$2.9 million for the beach park initiative. In fiscal year 2022, the City expended less of these funds to grow a balance to be encumbered in the fall of 2023 when the utility undergrounding project begins.

CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

Capital Projects Fund

The fourth major governmental fund is the Capital Projects fund. This fund accounts for financial resources that are restricted, committed, or assigned to expenditure for capital outlays. The fund balance increased 22% (\$1,043,784) from a balance of \$4,705,813 at the end of fiscal year 2021 to \$5,749,597 at the end of fiscal year 2022. Most of the fund balance (\$3,870,719) is restricted by state statutes. Due to a change in city practices, the revenues for the capital project fund have increased significantly. Instead of recording revenues first in the General Fund then "transferring in", these restricted revenues are now recorded directly in the Capital Projects Fund (i.e. Gas Tax #2, restricted franchise fee, grant reimbursements). Capital outlays were 51% lower in fiscal year 2022 (\$3.8 million) as compared to fiscal year 2021 (\$7.8 million). In fiscal year 2021, over \$3.9 million was expended on land acquisition for beach parks.

Fiduciary funds. The City's fiduciary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The Employee Thrift Plan had a restricted net position at September 30, 2022 of \$4,821,060. The total decrease in net position was \$2,314,139. Half of this decrease was from withdrawals by former employees, and half of this decrease is related to an unrealized market value change.

GENERAL FUND BUDGETARY HIGHLIGHTS

The significant variances between the adopted General Fund budget and the final General Fund budget are as follows:

- The adopted budget for revenue was adjusted during FY 2022 to account for a change in accounting practice. The Intergovernmental revenue category had the largest budgetary change in the revenue section, as \$8.7 million of the intergovernmental revenues are restricted for capital projects. The second largest category in revenue that was revised is taxes. We decreased tax revenue from the General Fund to record the Okaloosa Half Penny infrastructure sales tax directly in its own special revenue fund, and we reclassified the Local Option Gas Tax #2 to record it directly in the capital project fund.
- The final expenditure budget for the General Fund was nearly \$456 thousand higher than the adopted budget. Over 83% (\$376 thousand) was from prior year encumbrances that rolled forward. An additional \$75 thousand (16%) was a transfer requested by Council to move \$75,000 of General Fund money earmarked for a City Center project from the Capital Projects Fund into Council Contingency.

The significant variances between the final budget and the year-end actual results are as follows:

Revenues

The General Fund actual revenue results were \$645,451 (4%) higher in total than budgeted, primarily attributed to the following reasons:

- License and permit fee collections were \$411 thousand (15%) higher than budgeted, mostly in the subcategories of franchise fees (electric, natural gas, and solid waste). The franchise fees are a set percentage of revenues, and the franchisees did better than anticipated. Rental registration fees also accounted for \$77 thousand of the total license and permit fee increase. During fiscal year 2022, the demand for short-term rental (vacation rentals) in our beach-side town increased significantly.
- During fiscal year 2022, the City received approximately \$500 thousand of unanticipated intergovernmental revenues (Municipal Sharing Tax and State Half-Cent Sales Tax). The City budgets these revenues as they are published by the State of Florida Office of Economic and Demographic Research. In addition, the City was granted \$200 thousand in operating grants in the later half of the year that were also unanticipated.

CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

- The City made very conservative estimates for charges for services when adopting the fiscal year 2022 budget, in anticipation of further closures related to COVID-19. More fees were collected than anticipated because programs were not shut down as anticipated.

Expenditures

The General Fund actual expenditure results were \$1.5 million lower in total than budgeted primarily for the following reasons:

- General Government expenditures were \$782 thousand (18%) lower than anticipated. Approximately \$300 thousand is related to labor shortages, and an additional \$300 thousand was budgeted for professional services that were not encumbered. Council chose not to expend their council contingency this year (\$110 thousand). The remaining \$70 thousand is primarily related to repair and maintenance projects that were not accomplished on our facilities, again, mainly due to labor shortages in our area.
- Culture and Recreation expenditures were \$432 thousand (12%) lower than anticipated, mostly due to labor shortages (\$300k). In addition, some funds budgeted for special events were not fully expended, for example, they City used old Christmas displays instead of renting new items.
- Transportation expenditures were \$259 thousand lower than anticipated (14%). This is also primarily due to labor shortages in Public Works and Engineering. In addition, some repairs to roads and sidewalks were not completed because of shortages of asphalt and our concrete services provider was also experiencing labor shortages.

Additional items of interest related to the City of Destin's budgeted expenditures:

- Sheriff's Contract: The City provides law enforcement services through a contract with the Okaloosa County Sheriff's Office. This contract provides for all patrol activities including, beach patrol, marine patrol, and investigations.
- Capital Outlays: The City Council approved a capital improvement plan for the fiscal year 2022 budget that reflects the immediate needs of the City. These projects include the continued work on a five-year street resurfacing plan and a five-year plan for sidewalk replacement. The majority of capital outlays are tracked in the Capital Projects fund.
- Beach Safety Patrol: For the seventeenth year, the Council approved funding (\$100,000 in 2022) to support the beach safety patrol operated by the Destin Fire Control District. The funding supports the labor, equipment and operational needs of the patrol activities. Okaloosa County and the Okaloosa County Tourist Development Council significantly support the beach and water safety through the Destin Fire Control District.

CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS

The City's investment in capital assets for its governmental activities as of September 30, 2022, was \$122,321,856 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, machinery and equipment, park facilities, roads and sidewalks, and stormwater infrastructure. The total increase in the City's investment in capital assets for the current fiscal year was \$799,771 or 1% overall, and is summarized as follows:

Table 4
Capital Assets
(net of accumulated depreciation)

	Governmental Activities			
	2022	2021	\$ Change	% Change
Land	\$ 35,304,994	\$ 34,345,352	\$ 959,642	3%
Buildings	6,535,992	6,809,499	(273,507)	-4%
Improvements other than buildings	15,970,158	16,437,591	(467,433)	-3%
Infrastructure	56,167,575	57,550,862	(1,383,287)	-2%
Machinery and equipment	2,909,262	2,535,418	373,844	15%
Library, media and art	130,651	132,285	(1,634)	-1%
Construction in progress	5,303,224	3,711,078	1,592,146	43%
Total capital assets	<u>\$ 122,321,856</u>	<u>\$ 121,522,085</u>	<u>\$ 799,771</u>	<u>1%</u>

Major capital asset events during the current year include the following:

- The Florida Department of Transportation helped the City purchase nearly \$1 million of land that will become part of a local roadway connecting West Destin to East Destin as an alternative to highway 98 (cross-town connector).
- In partnership with the Okaloosa Tourism Development Council, the Parks and Recreation department invested over \$375 million to renew the Harbor Boardwalk, replacing worn-out boards.
- The Harbor Pump which helps circulate water between the Gulf and the stagnant end of the harbor was rebuilt, including motor and housing unit for approximately \$188 thousand.
- The City accomplished over \$140 thousand in stormwater infrastructure improvements during fiscal year 2022.
- The City replaced an old backhoe (\$139 thousand).
- Construction in progress realized a net increase of \$1.6 million. Most of this is related to continued construction of the Captain Royal Melvin Park and Heritage Plaza, the cross-town connector, park improvements at Crystal Beach and engineering and design to underground overhead utilities.

Additional information on the City's capital assets can be found in Note 7.

CITY OF DESTIN, FLORIDA

**MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

LONG-TERM DEBT

At September 30, 2022, the City had total revenue notes payable of \$21,093,561. The majority of the City's debt represents notes secured solely by specified revenue sources (i.e. revenue notes). The City has no general obligation or special assessment debt. For general obligation debt greater than one year, the City is required to conduct a voter referendum process for approval.

**Table 5
Outstanding Debt**

	Governmental Activities			
	2022	2021	\$ Change	% Change
Revenue notes	\$ 21,093,561	\$ 23,133,113	\$ (2,039,552)	-9%
Financed purchases	106,708	165,932	(59,224)	-36%
Total debt	<u>\$ 21,200,269</u>	<u>\$ 23,299,045</u>	<u>\$ (2,098,776)</u>	<u>-9%</u>

During 2022, the City did not add any new revenue notes. The decrease was due to scheduled debt service payments. The City has no legal debt margin requirements set forth by the City's Charter or the Florida Statutes.

Additional information on long-term debt can be found in Notes 8 through 10 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The State of Florida, by constitution, does not have a state personal income tax and therefore the State operates primarily using sales, gasoline, and corporate income taxes. Local governments (cities, counties, and school boards) primarily rely upon property and a limited array of permitted other taxes (sales, gasoline, utility service taxes) and fees (franchise, business license, permits) for their governmental activities. There are a limited number of state shared revenues and recurring and non-recurring grants from both the state and federal government, which provide funding for specific programs, projects, or activities. For certain governmental activities (permitting, recreational programs) the user pays a related fee or charge associated with the service.

The City revenue forecast can be categorized into three major categories. The first category is recurring tax revenues, such as ad valorem and sales and use taxes. The City's ad valorem revenues have been increasing this past four years at 5-7% a year. The tax levy for fiscal year 2023 is estimated to be over 13% higher than fiscal year 2022. Sales and use taxes were also increasing at an average of 5% per year with the exception of fiscal year 2020, which was down because of COVID-19 travel restrictions and supply chain disruptions. In fiscal year 2022, sales taxes were 4.69% higher than fiscal year 2021, and it is projected the City will receive 5% more in fiscal year 2023. The fuel taxes also were increasing an average of 3% a year with the exception of fiscal year 2020. During fiscal year 2021, the sales and fuel taxes rebounded back up to the trend line, fiscal year 2022 collections were same as fiscal year 2021. The Florida Department of Revenue's Office of Tax Research estimates fiscal year 2023 fuel tax collections will be 5% lower than fiscal year 2022.

The second category is grants (recurring and non-recurring). The City has a strong base of approximately \$750 thousand per year in recurring operating grants for parks, the library, and transportation (median and streetlight maintenance). Capital grants are generally non-recurring. For fiscal year 2023, the City will be investing \$23 million into parks, roadways and stormwater infrastructure from non-recurring grants from federal, state, and county sources. These additional one-time grants account for 32% of the adopted fiscal year 2023 expenditure budget of \$73 million.

CITY OF DESTIN, FLORIDA

**MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

The third category includes miscellaneous revenues, such as charges for services, impact fees, permits, and fines. Some of these miscellaneous revenues tend to be fairly stable year over year, such as charges for services and licenses. Some of these miscellaneous revenues are very unpredictable as they depend upon development (building permits and impact fees) and national interest rates (investment income). The level of fees, and charges for services (including development-related impact fees) has an impact on the City's specific competitive ability to encourage development and redevelopment (office, retail, residential, and industrial) for those businesses that choose to locate in our jurisdiction. As the City has limited growth potential, it places great emphasis on redevelopment and it is essential for the continued financial and economic health of our community.

The City began investing heavily in new technology to expand e-government services even before the COVID-19 pandemic. In June 2021, our e-government software "COMPASS" went live. Since offering our citizens and developers ways to attain permits and licenses online, we have cut processing time significantly. Items that previous took 40+ days to accomplish are now commonly being accomplished in 10-15 days. With faster transaction times, we are able to issue more permits and revenues are increasing. During fiscal year 2023, the City plans to continue upgrading this technology and working with software consultants to streamline these processes.

In the fall of 2022, the City of Destin again renegotiated an interlocal agreement with the Okaloosa County Tourist Development Council (TDC) for beach park expansion. Under this new agreement, the TDC committed an additional \$8 million to develop a new park at Tarpon Beach. In addition, beginning in the fall of 2022, the TDC has dedicated \$1.5 million per year for the City of Destin for the next 20 years. These funds are restricted to developing tourism and must be applied for with an approved plan and then received on a cost reimbursement basis. Unused funds from any year can be "banked" for use in a later year.

Unrestricted net position for the City totals \$33.5 million. In the fall of 2022, the City accepted an advance of \$7 million from the Okaloosa Tourism Development Council (TDC) towards the purchase of land at Tarpon Beach. This \$7 million advance will be returned to the (TDC) at \$1 million per year. The source of the repayment is tourist tax dollars (bed taxes) that are collected by the TDC but promised to the City of Destin through our interlocal agreement.

On the expenditure forecast side, the primary driver for increased expenditures is the capital outlays. Capital outlays are expected to increase to \$52.8 million, which is \$48.5 million more than the \$4.3 million expended in fiscal year 2022. Over \$23 million (50%) of the capital expenditures are covered by grant agreements. Over \$7 million is covered by an advanced funding agreement (0% for five years) with the Okaloosa Tourism Development Council. The remaining \$22.6 million will be covered by a combination of restricted and committed funds on hand plus new debt.

The operating expenditure forecast for fiscal year 2023 is estimated to be \$16.5 million. As mentioned previously, the actual operating expenditures came in lower the past few years because of difficulty attaining and retaining full staffing levels. The largest operating expenditure is for personnel. For fiscal year 2023 we anticipate personnel costs to be 29% higher (\$1.9 million) than anticipated for fiscal year 2022. After a compensation study was completed during the spring of 2022, Council adopted the study results and approved raises for 70% of the entry-level to mid-level positions. Council will address compensation for the senior level positions in fiscal year 2023. Council granted a 2% cost of living (COLA) increase effective October 1, 2022, and the FY 2023 budget assumes up to a 4% MERIT increase based on performance evaluations. Two new full-time positions and two summer intern positions were adopted for fiscal year 2023. Health benefit costs increased 23% for fiscal year 2023, as opposed to 5-7% of prior years. Contractual service is the second largest operating expenditure category, which we expect to increase by 3%.

Regional economic indicators were also considered in preparing the 2023 budget.

CITY OF DESTIN, FLORIDA

**MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, 4200 Indian Bayou Trail, Destin, Florida, 32541. The City's website address is www.cityofdestin.com.

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BASIC FINANCIAL STATEMENTS

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CITY OF DESTIN, FLORIDA

STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

	Governmental Activities
Assets	
Cash and cash equivalents	\$ 14,547,337
Investments	16,018,640
Restricted asset, cash and cash equivalents	8,017,241
Accounts receivable	309,104
Due from other governments	2,384,426
Prepaid items	131,508
Deposits	920
Capital assets	
Non-depreciable	40,608,218
Depreciable, net	81,713,638
Total assets	163,731,032
Deferred outflows of resources	
Deferred charge on refunding	59,898
Total deferred outflows of resources	59,898
Liabilities	
Accounts payable	536,926
Unearned revenue	1,782,295
Accrued liabilities	179,399
Accrued interest	122,430
Noncurrent liabilities	
Due within one year	2,233,926
Due in more than one year	19,446,004
Total liabilities	24,300,980
Net position	
Net investment in capital assets	100,905,387
Restricted for	
Capital improvements	3,870,719
Debt service	340,053
Florida Building Code enforcement	444,834
Community redevelopment	418,169
Unrestricted	33,510,788
Total net position	\$ 139,489,950

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Functions/programs	Expenses	Program Revenues			Net (Expense)
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Changes in Net Position
Governmental activities:					Governmental Activities
General government	\$ 3,882,608	\$ 295,011	\$ 79	\$ -	\$ (3,587,518)
Public safety	3,960,949	1,904,763	-	-	(2,056,186)
Physical environment	1,180,082	27,474	-	209,811	(942,797)
Transportation	3,377,216	500,972	185,985	1,151,362	(1,538,897)
Economic environment	129,780	-	-	150,786	21,006
Human services	51,604	-	-	-	(51,604)
Culture/recreation	4,081,335	465,659	589,410	984,413	(2,041,853)
Interest on long-term debt	550,710	-	-	-	(550,710)
Total governmental activities	<u>\$ 17,214,284</u>	<u>\$ 3,193,879</u>	<u>\$ 775,474</u>	<u>\$ 2,496,372</u>	<u>(10,748,559)</u>
General revenues					
Property taxes					10,794,578
Sales, use and fuel taxes					2,511,423
Communication services taxes					885,325
Other general taxes					100,032
Franchise taxes					3,159,650
Unrestricted state revenue sharing					2,491,312
Impact fees					132,605
Investment losses					(1,078,214)
Miscellaneous income					36,503
Total general revenues and transfers					<u>19,033,214</u>
Change in net position					8,284,655
Net position, beginning of year					<u>131,205,295</u>
Net position, end of year					<u>\$ 139,489,950</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

	General Fund	Special Revenue		Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
		CRA Town Center Fund	Okaloosa Half-Penny Fund			
Assets						
Cash and cash equivalents	\$ 8,044,770	\$ -	\$ 4,479,319	\$ 1,324,278	\$ 698,970	\$ 14,547,337
Investments	16,018,640	-	-	-	-	16,018,640
Due from other funds	1,497,927	-	-	16,138	-	1,514,065
Due from other governments	486,064	-	186,339	1,712,023	-	2,384,426
Accounts receivable	204,263	-	-	102,417	2,424	309,104
Advance to other funds	2,448,824	-	-	-	-	2,448,824
Prepaid items	131,508	-	-	-	-	131,508
Deposits	920	-	-	-	-	920
Restricted cash and cash equivalents	-	791,675	-	5,962,563	1,263,003	8,017,241
Total assets	<u>\$ 28,832,916</u>	<u>\$ 791,675</u>	<u>\$ 4,665,658</u>	<u>\$ 9,117,419</u>	<u>\$ 1,964,397</u>	<u>\$ 45,372,065</u>
Liabilities and fund balances						
Liabilities						
Accounts payable	\$ 222,371	\$ 6,559	\$ 23,212	\$ 276,164	\$ 8,620	\$ 536,926
Accrued liabilities	179,399	-	-	-	-	179,399
Unearned revenue	327,290	-	-	1,455,005	-	1,782,295
Due to other funds	14,995	-	-	1,497,927	1,143	1,514,065
Advance from other funds	-	2,448,824	-	-	-	2,448,824
Total liabilities	<u>744,055</u>	<u>2,455,383</u>	<u>23,212</u>	<u>3,229,096</u>	<u>9,763</u>	<u>6,461,509</u>
Deferred inflows of resources						
Unavailable revenue	-	-	-	138,726	-	138,726
Fund balances						
Nonspendable	2,581,252	-	-	-	-	2,581,252
Restricted	-	-	-	3,870,719	1,203,056	5,073,775
Committed	13,683,891	-	4,486,150	1,554,316	698,970	20,423,327
Assigned	323,611	-	156,296	324,562	52,608	857,077
Unassigned	11,500,107	(1,663,708)	-	-	-	9,836,399
Total fund balances	<u>28,088,861</u>	<u>(1,663,708)</u>	<u>4,642,446</u>	<u>5,749,597</u>	<u>1,954,634</u>	<u>38,771,830</u>
Total liabilities and fund balances	<u>\$ 28,832,916</u>	<u>\$ 791,675</u>	<u>\$ 4,665,658</u>	<u>\$ 9,117,419</u>	<u>\$ 1,964,397</u>	<u>\$ 45,372,065</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances - governmental funds		\$ 38,771,830
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental non-depreciable assets	\$ 40,608,218	
Governmental depreciable assets	146,697,692	
Accumulated depreciation	<u>(64,984,054)</u>	122,321,856
Deferred amounts on refunding are not financial resources but are reported as a liability in the statement of net position includes these charges, net of amortization.		59,898
Revenues not available to pay current period expenditures are reported as unavailable revenue in the governmental funds.		138,726
Certain liabilities are not due and payable in the current period and are therefore not reported in the funds.		
Notes payable	(21,200,269)	
Accrued interest payable	(122,430)	
Compensated absences	(302,046)	
Total OPEB Liability	<u>(177,615)</u>	<u>(21,802,360)</u>
Net position of governmental activities		<u>\$ 139,489,950</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	General Fund	Special Revenue		Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
		CRA Town Center Fund	Okaloosa Half-Penny Fund			
Revenues						
Taxes	\$ 10,266,872	\$ 1,360,169	\$ 1,704,800	\$ 247,687	\$ 711,831	\$ 14,291,359
Licenses and permits	3,238,420	-	-	793,559	976,330	5,008,309
Impact fees	-	-	-	132,605	-	132,605
Intergovernmental revenues	3,504,973	-	-	2,081,982	-	5,586,955
Charges for services	863,412	-	-	-	425,670	1,289,082
Fines and forfeitures	56,135	-	-	-	-	56,135
Investment income (loss)	(1,090,599)	868	4,085	5,830	1,602	(1,078,214)
Contributions	8,794	-	-	28,685	-	37,479
Miscellaneous revenues	30,928	-	-	5,575	-	36,503
Total revenues	<u>16,878,935</u>	<u>1,361,037</u>	<u>1,708,885</u>	<u>3,295,923</u>	<u>2,115,433</u>	<u>25,360,213</u>
Expenditures						
Current						
General government	3,562,984	-	-	-	77,900	3,640,884
Public safety	3,146,309	-	-	-	778,412	3,924,721
Physical environment	169,711	-	-	282,500	-	452,211
Transportation	1,589,395	-	-	-	-	1,589,395
Economic development	14,452	76,862	-	-	38,467	129,781
Human services	51,604	-	-	-	-	51,604
Culture and recreation	3,292,184	-	-	-	-	3,292,184
Capital outlay	203,723	-	292,816	3,872,728	-	4,369,267
Debt service						
Principal retirement	83,311	-	-	-	2,039,552	2,122,863
Interest	6,222	-	-	-	549,187	555,409
Total expenditures	<u>12,119,895</u>	<u>76,862</u>	<u>292,816</u>	<u>4,155,228</u>	<u>3,483,518</u>	<u>20,128,319</u>
Excess of revenues over expenditures	<u>4,759,040</u>	<u>1,284,175</u>	<u>1,416,069</u>	<u>(859,305)</u>	<u>(1,368,085)</u>	<u>5,231,894</u>
Other financing sources (uses)						
Issuance of debt	24,021	-	-	-	-	24,021
Transfers in	-	-	-	1,903,089	2,773,261	4,676,350
Transfers out	(3,013,636)	(731,489)	(353,084)	-	(578,141)	(4,676,350)
Total other financing sources, net	<u>(2,989,615)</u>	<u>(731,489)</u>	<u>(353,084)</u>	<u>1,903,089</u>	<u>2,195,120</u>	<u>24,021</u>
Change in fund balances	<u>1,769,425</u>	<u>552,686</u>	<u>1,062,985</u>	<u>1,043,784</u>	<u>827,035</u>	<u>5,255,915</u>
Fund balances (deficit), beginning of year	<u>26,319,436</u>	<u>(2,216,394)</u>	<u>3,579,461</u>	<u>4,705,813</u>	<u>1,127,599</u>	<u>33,515,915</u>
Fund balances (deficit), end of year	<u>\$ 28,088,861</u>	<u>\$ (1,663,708)</u>	<u>\$ 4,642,446</u>	<u>\$ 5,749,597</u>	<u>\$ 1,954,634</u>	<u>\$ 38,771,830</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Net change in fund balances – total governmental funds		\$ 5,255,915
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is depreciated over their estimated useful lives.		
Capital outlay	\$ 4,369,266	
Less current year depreciation	<u>(3,569,495)</u>	799,771
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Principal repayment of long-term debt		2,122,863
Issuance of new debt		<u>(24,021)</u>
Revenues that are reported in the statement of activities that do not create current financial resources are not reported as revenues in governmental funds.		
		138,726
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore, are not reported as expenditures in governmental funds.		
Change in compensated absences	(16,929)	
Amortization of bond premium	(6,626)	
Change in accrued interest	4,699	
OPEB expense	<u>10,257</u>	<u>(8,599)</u>
Change in net position of governmental activities		<u>\$ 8,284,655</u>

CITY OF DESTIN, FLORIDA

**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Taxes	\$ 11,810,765	\$ 10,188,604	\$ 10,266,872	\$ 78,268
Licenses and permits	2,826,871	2,826,871	3,238,420	411,549
Intergovernmental revenues	11,483,372	2,763,870	3,504,973	741,103
Charges for services	331,398	331,398	863,412	532,014
Fines and forfeitures	59,957	59,957	56,135	(3,822)
Investment income (loss)	58,084	58,084	(1,090,599)	(1,148,683)
Contributions	2,500	2,500	8,794	6,294
Miscellaneous revenues	2,201	2,201	30,928	28,727
Total revenues	<u>26,575,148</u>	<u>16,233,485</u>	<u>16,878,935</u>	<u>645,450</u>
Expenditures				
Current				
General government	3,911,828	4,345,736	3,562,984	(782,752)
Public safety	3,247,402	3,251,454	3,146,309	(105,145)
Physical environment	196,421	199,073	169,711	(29,362)
Transportation	1,849,512	1,849,128	1,589,395	(259,733)
Economic environment	14,200	14,200	14,452	252
Human services	101,254	101,254	51,604	(49,650)
Culture/recreation	3,708,739	3,724,499	3,292,184	(432,315)
Capital outlay	109,250	109,250	203,723	94,473
Debt service				
Principal retirement	78,405	78,405	83,311	4,906
Interest	2,511	2,511	6,222	3,711
Total expenditures	<u>13,219,522</u>	<u>13,675,510</u>	<u>12,119,895</u>	<u>(1,555,615)</u>
Excess of revenues over expenditures	<u>13,355,626</u>	<u>2,557,975</u>	<u>4,759,040</u>	<u>(910,165)</u>
Other financing sources (uses)				
Issuance of debt	-	-	24,021	24,021
Transfers out	(14,386,636)	(4,522,085)	(3,013,636)	1,508,449
Total other financing sources (uses)	<u>(14,386,636)</u>	<u>(4,522,085)</u>	<u>(2,989,615)</u>	<u>1,532,470</u>
Change in fund balance	<u>(1,031,010)</u>	<u>(1,964,110)</u>	<u>1,769,425</u>	<u>622,305</u>
Fund balance, beginning of year	<u>26,319,436</u>	<u>26,319,436</u>	<u>26,319,436</u>	<u>-</u>
Fund balance, end of year	<u>\$ 25,288,426</u>	<u>\$ 24,355,326</u>	<u>\$ 28,088,861</u>	<u>\$ 622,305</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
CRA TOWN CENTER FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Property taxes	\$ 1,357,072	\$ 1,357,072	\$ 1,360,169	\$ 3,097
Investment earnings	1,301	1,301	868	(433)
Total revenues	<u>1,358,373</u>	<u>1,358,373</u>	<u>1,361,037</u>	<u>2,664</u>
Expenditures				
Current				
Economic development	<u>151,257</u>	<u>153,257</u>	<u>76,862</u>	<u>76,395</u>
Total expenditures	<u>151,257</u>	<u>153,257</u>	<u>76,862</u>	<u>76,395</u>
Excess of revenues over expenditures	<u>1,207,116</u>	<u>1,205,116</u>	<u>1,284,175</u>	<u>79,059</u>
Other financing (uses)				
Transfers out	<u>(731,418)</u>	<u>(731,418)</u>	<u>(731,489)</u>	<u>(71)</u>
Total other financing (uses)	<u>(731,418)</u>	<u>(731,418)</u>	<u>(731,489)</u>	<u>(71)</u>
Change in fund balance	475,698	473,698	552,686	78,988
Fund balance (deficit), beginning of year	<u>(2,216,394)</u>	<u>(2,216,394)</u>	<u>(2,216,394)</u>	<u>-</u>
Fund balance (deficit), end of year	<u>\$ (1,740,696)</u>	<u>\$ (1,742,696)</u>	<u>\$ (1,663,708)</u>	<u>\$ 78,988</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
OKALOOSA HALF PENNY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Taxes	\$ -	\$ 1,390,761	\$ 1,704,800	\$ 314,039
Investment earnings	150	150	4,085	3,935
Total revenues	150	1,390,911	1,708,885	317,974
Expenditures				
Capital outlay	2,949,850	3,308,479	292,816	(3,015,663)
Total expenditures	2,949,850	3,308,479	292,816	(3,015,663)
Excess of revenues over expenditures	(2,949,700)	(1,917,568)	1,416,069	(2,697,689)
Other financing sources (uses)				
Transfers in	1,390,760	-	-	-
Transfers out	(353,084)	(353,084)	(353,084)	-
Total other financing sources (uses)	1,037,676	(353,084)	(353,084)	-
Change in fund balance	(1,912,024)	(2,270,652)	1,062,985	(2,697,689)
Fund balance, beginning of year	3,579,461	3,579,461	3,579,461	-
Fund balance, end of year	<u>\$ 1,667,437</u>	<u>\$ 1,308,809</u>	<u>\$ 4,642,446</u>	<u>\$ (2,697,689)</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

STATEMENT OF NET POSITION
PENSION TRUST FUND
SEPTEMBER 30, 2022

Assets

Cash and cash equivalents	\$ 111,192
Investments	<u>4,709,868</u>
Total assets	<u><u>\$ 4,821,060</u></u>

Net Position

Restricted for pension benefits	<u>\$ 4,821,060</u>
Total fund balances	<u>4,821,060</u>
 Total liabilities and fund balances	 <u><u>\$ 4,821,060</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

STATEMENT OF CHANGES IN NET POSITION
PENSION TRUST FUND
SEPTEMBER 30, 2022

Additions

Employer contributions	\$ 506,664
Net investment loss	<u>(1,092,984)</u>
Total additions	<u>(586,320)</u>

Deductions

Administration expenses	6,540
Benefits and other withdrawals	<u>1,721,279</u>
Total deductions	<u>1,727,819</u>

Change in net position	<u>(2,314,139)</u>
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Fund balances, beginning of year	<u>7,135,199</u>
Fund balances, end of year	<u><u>\$ 4,821,060</u></u>

The accompanying notes to financial statements are an integral part of this statement.

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CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

The City of Destin, Florida (the "City") was established as a municipality on November 9, 1984. The City's original charter was enacted as Chapter 84-422, Laws of Florida, on June 25, 1984. The present charter was certified November 9, 1984 by referendum. The City operates under a Council-Manager form of government and provides the following services: public safety (law enforcement and protective inspections), transportation (road and street facilities), culture and recreation (library, community center, parks and recreation, and special events), physical environment (cemetery), and general governmental services (including planning and zoning).

As required by generally accepted accounting principles (GAAP), these financial statements present the City and its component units, entities for which the City is considered to be financially accountable. The component units are included in the City's reporting entity because of the significance of their operational or financial relationships with the City. The City is financially accountable if it appoints a voting majority of the organization's governing board and: (1) it is able to impose its will on the organization, or (2) there is a potential for the organization to provide specific financial burden on the City. Blended component units are legally separate entities, but are in substance a part of the City's operations and therefore the data from these units are combined with the data from the primary government. The City has two blended component units as described below:

- The Community Redevelopment Agency (CRA) – Town Center Special Revenue Fund is governed by the members of the City Council. Although it is legally separate from the City, the CRA is reported as part of the primary government because its sole purpose is to finance and redevelop the City's designated town center area. The CRA - Town Center is reported as a special revenue fund using the blended method. Separate financial information for the CRA - Town Center can be obtained from the City.
- The Community Redevelopment Agency (CRA) – Harbor Special Revenue Fund is governed by the members of the City Council. Although it is legally separate from the City, the CRA is reported as part of the primary government because its sole purpose is to finance and redevelop the City's designated harbor area. The CRA - Harbor is reported as a special revenue fund using the blended method. Separate financial information for the CRA - Harbor can be obtained from the City.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Measurement Focus, Basis of Accounting and Basis of Presentation

Government-Wide Financial Statements – Government-wide financial statements, including the statement of net position and statement of activities, present information about the City as a whole. These statements include the non-fiduciary financial activity of the primary government.

Government-wide financial statements are prepared using the economic resources measurement focus. The statement of activities presents a comparison between direct expenses and program revenues for each function or program of the City's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function. Depreciation expense is allocated to the function for which the related asset is primarily used.

Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operations or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues, with certain exceptions. The comparison of direct expenses with program revenues identifies the extent to which each governmental function or business segment is self-financing or draws from the general revenues of the City.

The effects of non-fiduciary interfund activity have been eliminated from the government-wide financial statements. However, interfund services provided and used are not eliminated in the process of consolidation.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The government-wide financial statements are prepared using the accrual basis of accounting, as are the fiduciary fund financial statements. Revenues are recognized when earned, and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized in the year for which they are levied. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements imposed by the provider have been satisfied.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first and then unrestricted resources, as they are needed.

Fund Financial Statements – Fund financial statements report detailed information about the City in the governmental and fiduciary funds. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is reported in a separate column. Nonmajor funds are aggregated and reported in a single column. Because the focus of governmental fund financial statements differs from the focus of government-wide financial statements, a reconciliation is presented with each of the governmental fund financial statements.

Governmental fund financial statements are prepared using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when they become measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers grant revenues to be available if they are collected within six months of the end of the fiscal year. For all other revenues, the period is 60 days. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, compensated absences, and claims and judgments which are recognized when due. Allocations of non-cash costs, such as depreciation, are not recognized in governmental funds.

Property taxes, franchise taxes, licenses, interest and special assessments are susceptible to accrual. Sales taxes collected and held by the state at year-end on behalf of the City are also recognized as revenue. Other receipts and taxes become measurable and available when cash is received by the City and are recognized as revenue at that time.

Entitlements and shared revenues are recorded at the time of receipt or earlier if the accrual criteria are met. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met.

When restricted, committed, assigned, or unassigned resources are available for use in governmental fund financial statements, it is the City's policy to use restricted resources first, followed by committed, then assigned, and then unassigned resources as they are needed. Resources may be restricted by regulations (i.e. statutes and ordinances), or by covenants and agreements with external agencies such as lenders and grantors. Resources may be committed by Council resolution or motion. Resources become assigned through purchasing agreements and contracts with vendors.

The City reports the following major funds:

General Fund – This is the City's primary operating fund. This fund accounts for all financial resources of the general government, except those required to be accounted for in another fund. All general tax revenues and other receipts that are not restricted or committed by law or by contractual agreement to some other fund are accounted for in this fund. General operating expenditures, fixed charges and capital improvement costs that are not paid through other funds are paid from the General Fund.

Community Redevelopment Agency – Town Center Special Revenue Fund – This fund is used to account for the proceeds of specific revenues (Tax Increment Financing Trust Funds) and the redevelopment activities relating to the City of Destin CRA Town Center.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Okaloosa Half Penny Fund – This fund is used to account for proceeds of the Okaloosa Half Penny Infrastructure Surtax. This surtax was voted in by Okaloosa County residents for the ten year period beginning January 2019. In May 2022, Council revised the committed use of these funds towards the following capital projects: 25% for land acquisition; 60% to underground overhead utilities; 10% for stormwater infrastructure; and 5% to be programmed into capital projects by the transportation and safety committee.

Capital Projects Fund – The majority of funds that are restricted or committed to capital projects are accounted for in the Capital Projects Fund. This includes impact fees restricted to growth-necessitated capital improvements, capital project grants, and funds committed for City's annual renewal and replacement program.

Fiduciary Funds

Fiduciary funds account for assets held by the City in a trustee capacity or as an agent on behalf of others. Trust funds account for assets held by the City under the terms of a formal trust agreement.

Pension Trust Fund – This fund is accounted for using the accrual basis of accounting. The Pension Trust Fund accounts for the assets of the City's Employee Thrift Plan.

Cash and Cash Equivalents

Each fund's cash on hand, demand deposits, and short-term investments are considered cash and cash equivalents. For purposes of these statements, all highly liquid debt instruments (including restricted assets), with a maturity of three months or less when purchased, are considered to be cash equivalents.

Deposits and Investments

Cash deposits are held by banks qualified as public depositories under Florida law. All deposits are insured by Federal depository insurance and/or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

As governed by the Florida Statute 218 and the City's investment policy, the City is authorized to invest available surplus funds in investments including money market instruments, certificates of deposit, U.S. Treasury notes, U.S. agency bonds, mortgaged backed securities, investment grade corporate bonds, and asset backed securities. These investments may be bundled into mutual funds which hold only these types of investments or a portfolio with an investment manager that trades these types of investment instruments in a structured manner to enhance overall portfolio return. Investments are stated at the fair value on the financial statement date. U.S. Treasury notes and U.S. agency and instrumentalities obligations are valued at quoted market prices.

The City's investments and portfolio allocation is determined by the City Council by resolution adopting an investment policy. The portfolio of investments is maintained by an investment advisory firm as overseen by the Finance Director who provides a portfolio report quarterly to Council. The report provides a breakdown of the portfolio as well as its overall performance.

Pension Trust Funds may invest in direct obligations of the United States Government or other obligations unconditionally guaranteed by the United States Government, collateralized interest-bearing time deposits or savings accounts in state or federal banks or savings and loan associations, bonds, or indebtedness of United States corporations rated BAA or better, stocks of U.S. corporations which are listed on the national stock exchanges (limited to 50% of the assets of the fund) and investment accounts maintained by major national banks and insurance companies given the top rating by Best.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value Measurements and Disclosures

A framework has been established for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

- Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the City has the ability to access.
- Level 2 - Inputs to the valuation methodology include:
 - Quoted prices for similar assets or liabilities in active markets;
 - Quoted prices for identical or similar assets or liabilities in inactive markets;
 - Inputs other than quoted prices that are observable for the assets or liabilities; and
 - Inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in the methodologies used at September 30, 2022.

The following is a description of the valuation methodologies used for assets measured at fair value.

Mutual funds and equities - Valued at the closing price reported on the active market in which the individual securities are traded.

Corporate and government bonds - Valued at the closing price reported on the active markets in which the individual securities are traded.

Common trust funds - Valued at the net asset value (NAV) of shares held at year-end or as determined by the investment managers.

Alternative investments - Valued at the NAV of shares held at year-end or as determined by the investment managers.

Certificates of deposit - Valued at fair value.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the City believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The City assesses the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer in accordance with its accounting policy regarding the recognition of transfers between levels of the fair value hierarchy.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Receivables and Payables

Interfund transactions are reflected as loans, services provided, reimbursements, or transfers. Loans between funds outstanding at the end of the fiscal year are referred to as either "due to other funds" or "due from other funds" (i.e., the current portion of interfund loans) or "advances" (i.e., the noncurrent portion of interfund loans). Any residual balances outstanding between governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances" and are not eliminated in the process of consolidation.

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

Services provided, deemed to be at market, or near market rates, are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide columnar presentation. All proprietary fund receivables are shown net of an allowance for uncollectibles. The City's allowance estimate is based on historical collection experience and a review of the current status of accounts receivable.

At September 30, 2022, the City considers all receivables collectible and accordingly does not have an allowance.

Property Taxes

The City's ad valorem taxes are assessed by the Okaloosa County Property Appraiser and collected by the Okaloosa County Tax Collector in accordance with Florida Statutes. The City retains the right and duty to set millage rates. Property taxes are not recorded as receivables at September 30th because, though legally assessed as of January 1st, they are not due and payable until after the close of the current fiscal year. The following is the current property tax calendar:

Lien date	January 1, 2021
Levy date	November 1, 2021
Due date	March 31, 2022
Delinquency date	April 1, 2022

Discounts of 1% for each month taxes are paid prior to March 2022 are granted. Revenue recognition criteria for property taxes under GASB requires that only property taxes expected to be collected within 60 days of the current period be accrued. Property taxes which are uncollected as of the end of the fiscal year are generally immaterial in amount and highly susceptible to uncollectibility; therefore, they are not recorded as a receivable at the balance sheet date.

Capital Assets

Expenditures for capital assets acquired or constructed for general City purposes are reported in the governmental fund that financed the acquisition or construction. The capital assets acquired are reported at cost in the government-wide statement of net position but are not reported in the governmental fund financial statements. Assets are recorded at cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at their acquisition value at the date of donation. Donated capital assets received in a service concession arrangement are reported at acquisition value.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital assets are defined by the City as assets with an initial cost more than the following:

Land	All
Buildings and improvements	\$10,000
Infrastructure	\$10,000
Improvements - other	\$10,000
Equipment	\$1,000

Interest costs incurred during construction of general capital assets are not capitalized as part of the construction.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life is expensed as incurred.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20 - 50 years
Improvements other than buildings	10 - 50 years
Machinery, equipment and vehicles	5 -10 years
Infrastructure	20 - 40 years
Books, publications, etc.	5 -10 years

Compensated Absences

The policy of the City for sick and vacation leave, as originally adopted on August 1, 1988, and last amended November 2, 2020, is as follows:

Sick Leave

Sick leave is earned at the rate of one day per month for full-time employees and full-time probationary employees who have completed 30 days of service.

There is no limit to the amount of sick leave that an employee may accumulate. Upon separation of employment, all accrued sick leave is forfeited; therefore, sick pay benefits that have been earned are not accrued, but rather recorded as an expenditure when used by City employees.

Vacation Leave

All full-time employees, excluding those classified as temporary, are permitted to accumulate earned but unused annual vacation leave to their account after satisfactorily completing a probationary period. Upon approval, once an employee completes their probationary period, he/she may use vacation leave as accrued. An employee can accrue up to 240 hours of vacation leave. The employee can be paid for such leave upon separation, if he/she has successfully completed the probationary period.

An employee shall accrue vacation leave based upon the number of years the employee has worked for the City. All service must be continuous to be credited toward accumulated vacation leave.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Vacation leave is earned as follows:

<u>Years of Employment</u>	<u>Days Accrued per Year</u>
0 - 3 years	10
4 - 7 years	12
8 - 12 years	15
13 or more years	18

If there has been a break in service of 15 working days or more, the employee, upon reinstatement or reemployment, will begin earning annual leave as a new employee. Vacation leave is earned from the first of the month in which the employee begins work, if the starting date occurs between the first and fifteenth of the month. Employees beginning employment after the fifteenth will begin earning leave from the first day of the month following their employment.

Regular employees who resign or are terminated in good standing shall receive pay for their accrued and unused annual leave. Only a full calendar month of employment will be considered in computing vacation leave and will be based upon the employee's regular rate of pay at separation. At September 30, 2022, the City had \$286,933 recorded as accumulated vacation leave.

Compensatory Leave

Compensatory leave is accrued at one hour for every hour worked in excess of 40 for the week. Following an initial probationary period, an employee can use accumulated compensatory time as accrued. The maximum number of hours of compensatory leave that can be carried over from one calendar year to the next is 160 hours. There is no limit (other than limitations as a result of the calendar year roll-over limitation) on the number of hours of accumulated compensatory leave to be paid out to employees who resign or are terminated in good standing. All compensatory leave is liquidated in the General Fund. At September 30, 2022, the City had \$15,113 recorded as accumulated compensatory leave.

Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary funds statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

The difference between the reacquisition price (new debt) and the net carrying value of the old debt creates a deferred gain/loss from advance refunding of debt. This difference is deferred and amortized as a component of interest expense using the bonds outstanding method over the shorter of the remaining life of the old debt or the life of the new debt. The deferred account is offset against the new liability.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, gains/loss from refunding, as well as bond issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums and gains from refundings received on debt issuances are reported as other financing sources while discounts and losses from refundings on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Other Benefits

The Post-Employment Healthcare Benefits Plan is a single employer deferred benefit plan administered by the City. Former employees who retire from the City, and eligible dependents, may continue to participate in the City's plan for medical, and prescription drug coverage. Retirees are allowed to elect to continue with the Healthcare Benefits Plan and are required to contribute their premiums in full.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position includes a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. At September 30, 2022, the City had \$55,898 recorded as deferred charge on refunding.

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. At September 30, 2022, the City had recorded as deferred revenue \$1,782,295 of payments received prior to September 30, 2022 for fiscal year 2023. This amount includes \$65,000 for fiscal year 2023 business licenses, \$262,290 for sidewalk infrastructure costs not yet incurred, and \$1,455,005 for the American Rescue Plan Act's State and Local Fiscal Recovery Funds received but not yet expended. In addition, the City has earned \$138,726 of cost reimbursement grant funds. As these earned revenues were not received from the grantors within 60 days of the fiscal year end, they are classified under deferred inflows of resources as unavailable revenue.

Fund Balance

In the fund financial statements, governmental funds report equity as fund balance. The following is a description of the City's various fund balance accounts:

Nonspendable - Amounts that are not in a spendable form (prepaid insurance and advances to other funds, for example) or are legally or contractually required to be maintained intact.

Restricted - Amounts that are constrained by external parties constitutionally, or through enabling legislation. Effectively, restrictions may be changed or lifted only with the consent of the resource provider.

Committed - Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the government's highest level of decision-making authority which is the City Council. Commitments may be changed or lifted only by the government taking the same formal action (resolution) that imposed the constraint originally.

Assigned - Amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body (the City Council) or by an official or body (the City Manager) to whom the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund. At the end of each fiscal period the Council commits an amount of fund balance for encumbrances which represent outstanding purchase orders intended to be fulfilled.

Unassigned - The residual classification for the general fund and includes all amounts not contained in the other classifications. Unassigned also contains deficit fund balances for government funds other than the general fund. Unassigned amounts are technically available for any other purpose.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Position

Net position in the government-wide financial statements is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents assets related to property, plant and equipment, net of any related debt. Restricted net position represents the net position restricted by external parties, constitutional provisions or enabling legislation.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Budgetary Information

Budgets are adopted on a basis consistent with GAAP for the current fiscal year. For the year ended September 30, 2022, annual appropriated budgets were adopted by ordinance for all governmental funds. All appropriations lapse at year-end except for appropriations encumbered by purchase orders.

The City follows these procedures to establish the budgetary data reflected in the financial statements:

1. Prior to September 1st, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1st. The operating budget includes proposed expenditures and revenue sources. The City Council requires changes as deemed necessary, sets proposed millage rate, and establishes dates for tentative and final public budget hearings as prescribed by Florida Statutes.
2. Proposed budgets are advertised in a newspaper of general circulation in the City. Public hearings are conducted for the purpose of receiving input, responding to complaints, and providing reasons and explanations for intended actions to all citizens participating.
3. Prior to October 1st, the budgets for all governmental funds are legally enacted through passage of an ordinance. Budget amendments are periodically passed through resolutions during the fiscal year. Budgeted beginning fund balance in the accompanying financial statements reflects planned utilization of prior years' unassigned fund balance to the level required to accomplish current year objectives.
4. Budgetary control (the level which expenditures cannot legally exceed the appropriated amount) is maintained by the City Manager at the fund level and may be amended as necessary during the fiscal year.
5. Budgeted amounts reflected in the financial statements are originally adopted amounts as amended by the City Council or by City Manager in accordance with applicable City ordinances.
6. Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditures of resources are recorded in order to reserve that portion of the applicable appropriation, is employed in the governmental funds. Encumbrances outstanding at year-end are included in the reported components of fund balances and do not constitute expenditures or liabilities because the commitments will be appropriated and honored during the subsequent year.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022**NOTE 3 – DEPOSITS AND INVESTMENTS**

The City's investments at September 30, 2022 consist of the following:

Investments - Governmental Funds	Maturity	Rating	Fair Value
U.S. Treasuries	11/30/22-11/15/31	U.S.	\$ 4,294,266
Mortgage and asset backed securities	10/05/22-09/01/51	AA+ to AAA	9,045,911
Investment grade corporate bonds	10/01/22-04/01/30	BBB+ to AA+	963,797
FDIC Insured certificates of deposit	10/31/22-04/13/26		1,714,666
Total investments - governmental funds			<u>\$ 16,018,640</u>

Investments - Pension Funds	Fair Value
American AMCAP Fund, Class A	\$ 362,999
American Bond Fund of America, Class A	509,955
American Capital Income Building Fund Class A	964,867
Europacific Growth Fund Class A	690,259
American Intermediate Bond Fund of America Class A	522,166
American Investment Company of America Class A	1,391,576
American Short-Term Bond Fund of America Class A	268,047
Total investments - pension fund	<u>\$ 4,709,868</u>

These investments are classified as Level 1.

Credit Risk

Section 218.415(17), Florida Statutes, limits investments to the State Board of Administration Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act as provided in Section 163.01, Florida Statutes; Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency; investments in interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes; and direct obligations of the United States Treasury. The City has established an investment policy in accordance with 218.415, Florida Statutes. The investment choices are listed in the City's policy and conform to the provisions of 218.415(16). The certificates of deposits are with a wide number of qualified public depositories to ensure they are all fully insured by the FDIC.

Interest Rate Risk

Section 218.415(17), Florida Statutes, limits investment maturities to provide sufficient liquidity to pay obligations as they come due. Although it has no formal policy, the City minimizes interest rate risk by structuring investments to mature to meet future operating cash requirements and maintains significant amounts of investments in short-term securities.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that the City will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The City has no formal policy for custodial risk. At September 30, 2022, none of the investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022**NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)****Concentration of Credit Risk**

Concentration of credit risk is the risk of loss attributable to the quantity of the government's investment in a single issuer. Investments in single issuers that equal or exceed 5% of total investments have a reportable concentration of credit risk. The City does not have a formal policy that requires diversification of the portfolio with maximum limits per investment type. At September 30, 2022, the City held 30%, 16% and 16% of its investment balance in U.S. Treasury notes, Freddie Mac, and Fannie Mae respectively.

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable at September 30, 2022 were as follows:

	Governmental Activities
Developer fee	\$ 1,425
Electric franchise fee	201,985
Electric franchise fee (restricted)	100,992
Other	4,702
	<u>\$ 309,104</u>

NOTE 5 – DUE FROM OTHER GOVERNMENTS

The amount due from other governments at September 30, 2022, were composed of the following:

	Governmental Activities
RESTORE Captain Royal Melvin Park Capital Grant (via Okaloosa County)	\$ 510,544
CARES Act Library Grant (via Institute of Museum and Library Services IMLS)	3,020
State of Florida:	
State Shared Taxes (1/2 Cent Sales Tax)	216,864
FDOT TRIP Capital Grant for Cross-Town Connector	1,029,428
FDEP Operating Grant Leonard Destin Park	39,704
FDOT Operating Grant for Median Maintenance via Ferrovial	3,301
Okaloosa County:	
Tourist Development Council - Beach Operations	226,195
Tourist Development Council - Interlocal Agreement (capital project grants)	169,031
Okaloosa Half Penny Surtax (shared tax)	186,339
	<u>\$ 2,384,426</u>

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022**NOTE 6 – INTERFUND RECEIVABLES, PAYABLES, ADVANCES AND TRANSFERS**

The following is a summary of Interfund payables and receivables reported in the fund financial statements.

	Receivable	Payable
General Fund	\$ 1,497,927	\$ 14,995
Florida Building Fund	-	1,143
Capital Project Fund	16,138	1,497,927
	<u>\$ 1,514,065</u>	<u>\$ 1,514,065</u>

The General Fund advanced funds to the CRA Town Center Special Revenue Fund to make debt service payments.

	Advance From	Advance To
General Fund	\$ 2,448,824	\$ -
CRA Town Center Special Revenue Fund	-	2,448,824
	<u>\$ 2,448,824</u>	<u>\$ 2,448,824</u>

All transfers are routine and are consistent with the activities of the funds making the transfer. The following presents the interfund transfers for the year ended September 30, 2022:

	Transfers In	Transfer Out
General Fund ⁽¹⁾	\$ -	\$ 3,013,636
CRA Town Center ⁽²⁾	-	731,489
CRA Harbor ⁽³⁾	-	481,057
Florida Building Code ⁽⁴⁾	-	97,084
Other Special Revenue Funds ⁽⁵⁾	184,317	353,084
2013 Debt Service Fund ⁽⁶⁾	555,378	-
2014 Debt Service Fund ⁽⁷⁾	731,489	-
2021 Debt Service Fund ⁽⁸⁾	1,302,077	-
Capital Project Funds ⁽⁹⁾	1,903,089	-
	<u>\$ 4,676,350</u>	<u>\$ 4,676,350</u>

⁽¹⁾ The General Fund transferred \$1,903,089 to the Capital Project Funds, \$555,378 to the 2013 Debt Service fund, \$467,936 to the 2021 Debt Service Fund, and \$87,233 to the Technology Special Revenue Fund.

⁽²⁾ The CRA Town Center Special Revenue Fund transferred \$731,489 to the 2014 Debt Service Fund to meet debt service requirements.

⁽³⁾ The CRA Harbor Special Revenue Fund transferred \$481,057 to the 2021 Debt Service Fund to meet debt service requirements.

⁽⁴⁾ The Florida Building Code Fund transferred 10% of building permit revenue (\$97,084) to the Technology Special Revenue Fund.

⁽⁵⁾ The Okaloosa Half Penny Special Revenue Fund transferred \$353,084 to the 2021 Debt Service Fund to meet debt service requirements. The Technology Special Revenue Fund received \$97,084 from the Florida Building Code Fund and \$87,233 from the General Fund (10% of permit and license revenues).

⁽⁶⁾ The 2013 Debt Service Fund received \$555,378 from the General Fund to meet debt service requirements.

⁽⁷⁾ The 2014 Debt Service Fund received \$731,489 from the CRA Town Center Special Revenue Fund to meet debt service requirements.

⁽⁸⁾ The 2021 Debt Service Fund received \$1,302,077 from the General Fund (\$467,936), the Okaloosa Half Penny Special Revenue Fund (\$353,084), and the CRA Harbor Special Revenue (\$481,057) Fund to meet debt service requirements.

⁽⁹⁾ The Capital Projects Fund received \$1,903,089 from the General Fund for capital projects.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022**NOTE 7 – CAPITAL ASSETS**

Capital asset balances and activity for the year ended September 30, 2022 were as follows:

	Balance 09/30/2021	Additions	Deletions/ Reclassifications	Balance 09/30/2022
Governmental Activities				
Capital assets, not being depreciated:				
Land	\$ 34,345,353	\$ 959,641	\$ -	\$ 35,304,994
Construction in progress	3,711,078	1,899,195	(307,049)	5,303,224
Total capital assets, not being depreciated	<u>38,056,431</u>	<u>2,858,836</u>	<u>(307,049)</u>	<u>40,608,218</u>
Capital assets, being depreciated				
Buildings	12,955,769	62,261	-	13,018,030
Improvements other than buildings	39,148,405	442,398	-	39,590,803
Infrastructure	85,983,502	474,073	-	86,457,575
Machinery, equipment, vehicles	5,902,556	789,045	-	6,691,601
Library media and art	889,981	49,702	-	939,683
Total capital assets, being depreciated	<u>144,880,213</u>	<u>1,817,479</u>	<u>-</u>	<u>146,697,692</u>
Less accumulated depreciation for:				
Buildings	(6,146,270)	(335,768)	-	(6,482,038)
Improvements other than buildings	(22,710,813)	(909,832)	-	(23,620,645)
Infrastructure	(28,432,640)	(1,857,360)	-	(30,290,000)
Machinery, equipment, vehicles	(3,367,139)	(415,200)	-	(3,782,339)
Library media and art	(757,697)	(51,335)	-	(809,032)
Total accumulated depreciation	<u>(61,414,559)</u>	<u>(3,569,495)</u>	<u>-</u>	<u>(64,984,054)</u>
Total capital assets, being depreciated, net	<u>83,465,654</u>	<u>(1,752,016)</u>	<u>-</u>	<u>81,713,638</u>
Governmental-type activities capital assets, net	<u>\$ 121,522,085</u>	<u>\$ 1,106,820</u>	<u>\$ (307,049)</u>	<u>\$ 122,321,856</u>

Depreciation expense for the year ended September 30, 2022 totaled \$3,569,495 for governmental activities and was allocated to specific functions as follows:

FUNCTION	DEPRECIATION
General government	\$ 327,905
Public safety	43,340
Physical environment	728,963
Transportation	1,704,269
Culture and recreation	765,018
Total	<u>\$ 3,569,495</u>

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022**NOTE 8 – CHANGES IN LONG-TERM DEBT**

The following is a summary of changes in long-term debt of the City for the year ended September 30, 2022:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Capital improvement refunding revenue note, series 2013	\$ 4,694,511	\$ -	\$ (412,531)	\$ 4,281,980	\$ 424,247
Town center area redevelopment refunding revenue note, series 2014	8,926,602	-	(427,021)	8,499,581	441,795
Refunding revenue note, series 2021	9,512,000	-	(1,200,000)	8,312,000	1,208,000
Financed purchases	165,998	24,021	(83,311)	106,708	7,082
	<u>23,299,111</u>	<u>24,021</u>	<u>(2,122,863)</u>	<u>21,200,269</u>	<u>2,081,124</u>
Compensated absences	285,117	19,699	(2,769)	302,046	152,802
Other post-employment benefits liability	187,872	27,002	(37,259)	177,615	-
	<u>472,989</u>	<u>46,701</u>	<u>(40,028)</u>	<u>479,661</u>	<u>152,802</u>
	<u>\$ 23,772,100</u>	<u>\$ 70,722</u>	<u>\$ (2,162,891)</u>	<u>\$ 21,679,930</u>	<u>\$ 2,233,926</u>

Compensated absences and the other postemployment benefits liability are liquidated from the General Fund which pays over 95% of personnel expenditures. Financed purchases are paid out of the General Fund, Revenue Note Series 2013 is paid out of the 2013 Revenue Refunding Note Series Fund, the Notes Series 2014 is paid out of the 2014 Revenue Refunding Note Series Fund and the Note Series 2021 is paid out of the 2021 Revenue Refunding Note Series Fund.

NOTE 9 – NOTES PAYABLE*Capital Improvement Refunding Revenue Note, Series 2013*

Effective August 26, 2013, the City closed on a \$7,610,000 note payable with STI Institutional & Government, Inc. Interest payments are due semiannually on February 1 and August 1. The note carries an interest rate of 3.04%. The final payment is due on August 1, 2031.

The Capital Improvement Revenue Note, Series 2013 ordinance provides for:

- A. Refunding certain outstanding debt of the City
The net proceeds of the Series 2013 revenue note were used to refund the Capital Improvement Revenue Bonds, Series 2002.
- B. Pledging the pledged funds to secure payment
The communication service tax and the half-cent sales tax were both pledged to secure payment of the principal and interest.
- C. Making certain other covenants and agreements in connection therewith
The City pledged to appropriate and budget adequate funds each year to make agreed-upon payments to the lender. The City deposits one-sixth (1/6) of interest coming due and one-twelfth (1/12) of principal coming due in a debt service fund bank account. The City covenants that in the case additional parity obligations are issued, the amount of pledged revenues will not be less than 1.4 of the maximum bond service requirements coming due. This ratio was 4.8 as of September 30, 2022.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 9 – NOTES PAYABLE (CONTINUED)

Town Center Area Redevelopment Refunding Revenue Note, Series 2014

Effective March 11, 2014, the City closed on a \$11,871,000 note payable with Compass Mortgage Corporation (BBVA). BBVA was acquired by PNC Bank in 2021. Interest payments are due semiannually on December 1 and June 1 with principal payments due on June 1. The note carries an interest rate of 3.41%. In June 2015, the note was refinanced to extend the repayment period by ten years. The final payment is due on June 1, 2037.

The Town Center Area Redevelopment Refunding Revenue Note, Series 2014 ordinance provides for:

- A. Refunding certain outstanding obligations of the Community Redevelopment Agency of the City of Destin
The net proceeds of the Series 2014 revenue note were used to refund the Town Center Area Redevelopment Revenue Bonds Series 2005.
- B. Pledging the pledged funds to secure payment
The City covenants to budget and appropriate non-ad valorem revenues to pay principal and interest. Although non-ad valorem revenues are pledged, the City is using the Town Center CRA's ad valorem tax increment revenues to make the actual payments.

Non-Ad Valorem Refunding Revenue Note, Series 2021

Effective May 21, 2021, the City closed on a \$9,905,000 note payable with Key Government Finance, Inc. Interest and principal payments are made monthly. The note carries an interest rate of 1.139% and the final payment is due March 15, 2029.

The Non-Ad Valorem Refunding Revenue Note Series 2021 ordinance provides for:

- A. Financing the Acquisition of Certain Real Property within the City to be Used to Expand Public Beach Access
The 2021 series included \$2,819,000 of new debt to assist in the acquisition of two parcels of land in the Crystal Beach area that will be used to expand public beach access. Council has committed Okaloosa Half Penny local discretionary infrastructure surtax funds to increasing public beach access, and these funds will be used to repay this portion of the debt.
- B. Refunding certain debt obligations
The 2021 series refunded the Non-Ad Valorem Refunding Revenue Note, Series 2015A which was paying 2.71% and was scheduled to mature November 1, 2029 (\$3,489,000), and the Harbor CRA Second Replacement, Series 2009 Note, As Restructured September 19, 2015 which was paying 2.84% and was scheduled to mature July 31, 2029 (\$3,597,000).
- C. Pledging certain funds to secure payment
This note is secured by the City's covenant to budget and appropriate Non-Ad Valorem Revenues and is subject to an anti-dilution test. The anti-dilution test states that net available non-ad valorem revenues should be maintained at 1.25 or higher of maximum annual debt service. This ratio was 6.8 as of September 30, 2022.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 9 – NOTES PAYABLE (CONTINUED)

Principal and interest amounts due on notes payable are as follows:

Year ending September 30,			
<i>Non-Ad Valorem Refunding Revenue Note, Series 2021</i>			
	Principal	Interest	Total
2023	\$ 1,208,000	\$ 289,836	\$ 1,497,836
2024	1,232,000	274,771	1,506,771
2025	1,236,000	259,184	1,495,184
2026	1,259,000	243,058	1,502,058
2027	1,267,000	226,375	1,493,375
2028-2032	2,110,000	400,369	2,510,369
2033-2037	-	-	-
Subtotal	<u>\$ 8,312,000</u>	<u>\$ 1,693,592</u>	<u>\$ 10,005,592</u>

Year ending September 30,			
<i>Town Center Redevelopment Refunding Revenue Note, Series 2014</i>			
	Principal	Interest	Total
2023	\$ 441,795	\$ 289,836	\$ 731,631
2024	457,081	274,771	731,852
2025	472,896	259,184	732,080
2026	489,258	243,058	732,316
2027	506,186	226,375	732,561
2028-2032	2,806,074	860,700	3,666,774
2033-2037	3,326,291	347,992	3,674,283
Subtotal	<u>\$ 8,499,581</u>	<u>\$ 2,501,915</u>	<u>\$ 11,001,496</u>

Year ending September 30,			
<i>Capital Improvement Refunding Revenue Note, Series 2013</i>			
	Principal	Interest	Total
2023	\$ 424,247	\$ 130,172	\$ 554,420
2024	436,296	117,275	553,571
2025	448,687	104,012	552,698
2026	461,429	90,372	551,801
2027	474,534	76,344	550,878
2028-2032	2,036,786	156,963	2,193,749
2033-2037	-	-	-
Subtotal	<u>\$ 4,281,980</u>	<u>\$ 675,137</u>	<u>\$ 4,957,117</u>

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 9 – NOTES PAYABLE (CONTINUED)

	GRAND TOTAL		
	Principal	Interest	Total
2023	\$ 2,074,042	\$ 709,844	\$ 2,783,886
2024	2,125,377	666,816	2,792,193
2025	2,157,583	622,380	2,779,963
2026	2,209,687	576,488	2,786,176
2027	2,247,720	529,093	2,776,813
2028-2032	6,952,860	1,418,032	8,370,892
2033-2037	3,326,291	347,992	3,674,283
Subtotal	<u>\$ 21,093,561</u>	<u>\$ 4,870,645</u>	<u>\$ 25,964,205</u>

NOTE 10 – FINANCED PURCHASE AGREEMENTS

In January 2020, the City entered into an agreement for the purchase of seven copy machines over 36 months January 14, 2020 to December 14, 2022. The agreement was recorded at present value of the future minimum payments \$40,282, as of the inception date. As there is no explicit rate in the contract, the present value was calculated using City's Weighted Average Cost of Capital (WACC) of 3.08%.

In July 2021, the City entered into an agreement for land adjacent to City Hall as sporting fields (Morgans Sports Center). In August 2022, the agreement was extended to September 2042 and the annual payments were decreased. The present value of the future minimum payments amount was revised to \$103,376. As there is no explicit rate in the contract, the present value was calculated using the City's WACC of 3.08%. The current agreement has a termination date of September 30, 2042.

Principal and interest amounts due on are as follows:

Year ending September 30,	Principal	Interest	Total
2023	\$ 7,082	\$ 3,201	\$ 10,283
2024	3,934	3,066	7,000
2025	4,055	2,945	7,000
2026	4,180	2,820	7,000
2027	4,308	2,692	7,000
2028-2032	23,616	11,384	35,000
2033-2037	27,548	6,352	33,900
2038-2042	31,985	3,015	35,000
Total	<u>\$ 106,708</u>	<u>\$ 35,475</u>	<u>\$ 142,183</u>

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS

Plan Description

The Plan is a single employer defined benefit plan administered by the City. Pursuant to the provisions of Section 112.0801, Florida Statutes, former employees who retire from the City, and eligible dependents, may continue to participate in the City's health and hospitalization plan for medical, and prescription drug coverage. The City implicitly subsidizes the premium rates paid by retirees by allowing them to participate in the plan at blended group premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the plan on average than those of active employees. The City does not offer any explicit subsidies for retiree coverage. Retirees are required to enroll in the Federal Medicare program for their primary coverage as soon as they are eligible.

The rates paid by the retirees eligible for Medicare are reduced by the Medicare premium. The Plan does not issue a stand-alone report, and it is not included in the report of a Public Employee Retirement System or another entity.

Funding Policy

Contribution requirements of the City and plan members are established and may be amended through action from the City Council. The City has not advance-funded or established a funding methodology for the annual Other Post-Employment Benefit (OPEB) costs or the net OPEB obligation, and the Plan is financed on a pay-as-you-go basis from primarily the General Fund. For the fiscal year ended September 30, 2022, no retirees received post-employment health care benefits.

Employees covered by benefit terms

At September 30, 2022, the following employees were covered by the benefit terms:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	-
Inactive Plan Members or Entitled to But Not Yet Receiving Benefits	-
Active Plan Members	85
	<u>85</u>

Total OPEB Liability

The City's total OPEB liability of \$177,615 was measured as of September 30, 2022 and was determined by an actuarial valuation as of September 30, 2021.

Actuarial Assumptions and Other Inputs

The total OPEB liability was determined by an actuarial valuation as of September 30, 2021, updated to September 30, 2022, using the following actuarial assumptions:

Inflation	2.50%
Salary increases	2.50%
Discount rate	4.77%
Initial trend rate	7.50%
Ultimate trend rate	4.00%
Years to ultimate	53

Mortality rates were based on the PubG-2010 Mortality Tables projected to the valuation date using Scale MP-2019.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022**NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)****Changes in the Total OPEB Liability**

Total OPEB liability as of September 20, 2021	\$ 187,872
Changes for the year:	
Service cost	22,546
interest	4,456
Differences between expected and actual experience	(22,688)
Changes of assumptions	(5,775)
Benefit payments	(8,796)
Total changes	(10,257)
Total OPEB liability as of September 20, 2022	\$ 177,615

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1- percentage-point higher than the current discount rate:

	1% Decrease (3.77%)	Current Discount Rate (4.77%)	1% Increase (5.77%)
Total OPEB liability	\$ 194,881	\$ 177,615	\$ 162,721

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Costs Trend Rates

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage point lower or 1-percentage point higher than the current healthcare cost trend rate:

	1% Decrease (3.00% - 6.50%)	Current Discount Rate (4.00% - 7.50%)	1% Increase (5.00% - 8.50%)
Total OPEB liability	\$ 159,565	\$ 177,615	\$ 199,054

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2022, the City recognized OPEB expense of \$2,289. At September 30, 2022, the City did not report deferred outflows of resources or deferred inflows of resources related to OPEB due to using the alternative measurement method. Additionally, since the measurement date was the same as the City's fiscal year, there are no contributions subsequent to the measurement date to report.

NOTE 12 – RETIREMENT PLANS**Deferred Compensation Plan**

The City offers employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan is a tax-deferred supplemental retirement program that allows City employees to contribute a portion of their salary before federal income taxes to a retirement account. The assets are held in trust for the employee's benefit. The plan participants, individually, select and make changes in funding options made available by the independent plan administrator. Since plan participants select the investment fund or funds in which their deferred compensation accounts are invested, the City has no liability for investment losses. The City's fiduciary responsibility is to administer the plan properly and to assure the investment alternatives made available are reasonable.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 12 – RETIREMENT PLANS (CONTINUED)

In accordance with generally accepted accounting principles, the assets and liabilities of the plan are not reflected in the City's financial statements since the City has no fiduciary responsibilities, other than administrative, in connection with the Plan.

Employee Thrift Plan

The City established the City of Destin Employee Thrift Plan on May 1, 1987, a defined contribution plan, made available to all City employees who have attained the age of eighteen, in accordance with Internal Revenue Service Code, Section 401(a) and 501(a) as amended from time to time. The plan is administered by the City. Employees make no contributions to this plan. The City's contribution to the Plan is 7.5% of the participant's compensation for the plan year. If an employee contributes to the Deferred Compensation Plan, the City will also match the first 5% of the employee's contribution with an additional Thrift Plan contribution.

Participants vest 20% in the City's matching contribution after three years of continuous service and continue to vest at 20% per year until fully vested after 7 years of continuous service. Participants are fully vested in the City's annual 7.5% non-matching contribution after 1,000 hours of service. The Plan does not issue separately audited financial statements.

Each participant's account is credited with the City's contribution and plan earnings, and charged with an allocation of administrative expenses. Allocations are based on participant earnings or account balances, as defined. The benefit to which a participant is entitled is the benefit that can be provided from the participant's vested account.

The City made all required contributions of \$506,664 during the fiscal year ended September 30, 2022. The contributions represent 10.43% of current year covered employee payroll of \$4,855,693.

NOTE 13 – COMMITMENTS AND CONTINGENCIES

Grants

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the State of Florida. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the City expects such amount, if any, to be immaterial.

Litigation and Other Matters

The City is currently defending a substantial caseload of Bert J. Harris, Jr. Private Property Rights Protection Act proceedings and has determined that any financial impact to the City would be minimal. The City is also the defendant in various claims, generally concerning development issues. In the opinion of management, any future costs associated with these claims will not have a significant adverse effect on the accompanying financial statements, and accordingly, no provision for losses has been recorded.

Risk Management

The City purchases insurance coverage through commercial insurance carriers to cover liability, workers' compensation, automobile, personal property, marine equipment and crime/fidelity risks. The City's liability and workers' compensation policies are retrospective policies that require adjusted premium calculations following the end of the policy period; however, the City does not retain any risk of loss through these coverages. All policies have been maintained for several years without reductions in coverage. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

CITY OF DESTIN, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 13 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

Remedies for Default

As part of notes payable and capital leases there are terms in such agreements that state if the City were to default on such agreements that all payments are to become current and equipment from capital leases are to be returned to the lessor.

Risks and Uncertainties

The United States is presently in the midst of a national health emergency related to the COVID-19 virus. The overall consequences a national, regional and local level are unknown, but have the potential to result in a significant economic impact. The impact of this situation on the City and its future results and financial position is not presently determinable.

NOTE 14 – FUND BALANCE CONSTRAINTS

The constraints on fund balance as listed in aggregate in the balance sheet for governmental funds are detailed according to balance classification and fund as follows:

Fund Balance	General Fund	CRA Town Center	Okaloosa Half-Penny	Capital Project Fund	CRA Harbor District	Florida Building Code	Parking	Technology	2013 Refunding Revenue Note	2014 Refunding Revenue Note	2021 Refunding Revenue Note	Total Governmental Funds
<i>Nonspendable:</i>												
Interfund advance	\$ 2,448,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,448,824
Prepays and deposits	132,428	-	-	-	-	-	-	-	-	-	-	132,428
<i>Restricted for:</i>												
Impact fees: park, traffic, library, and police	-	-	-	2,017,332	-	-	-	-	-	-	-	2,017,332
Other agreements: NPEB, stormwater, morgans grant, undergrounding, gas tax#2	-	-	-	1,853,387	-	-	-	-	-	-	-	1,853,387
Debt service	-	-	-	-	-	-	-	-	93,504	245,971	578	340,053
CRA Harbor	-	-	-	-	418,169	-	-	-	-	-	-	418,169
Florida building code enforcement	-	-	-	-	-	444,834	-	-	-	-	-	444,834
<i>Committed for:</i>												
Emergency operations	5,039,397	-	-	-	-	-	-	-	-	-	-	5,039,397
Debt service	3,605,098	-	-	-	-	-	-	-	-	-	-	3,605,098
Emergency maintenance	5,039,396	-	-	-	-	-	-	-	-	-	-	5,039,396
Infrastructure surtax	-	-	4,486,150	-	-	-	-	-	-	-	-	4,486,150
Renewal and replacement	-	-	-	1,554,316	-	-	-	-	-	-	-	1,554,316
Parking	-	-	-	-	-	-	347,845	-	-	-	-	347,845
Technology	-	-	-	-	-	-	-	351,125	-	-	-	351,125
<i>Assigned for:</i>												
Encumbrances	323,611	-	156,296	324,562	50,948	1,660	-	-	-	-	-	857,077
<i>Unassigned:</i>	11,500,107	(1,663,708)	-	-	-	-	-	-	-	-	-	9,836,399
Total fund balance	\$ 28,088,861	\$ (1,663,708)	\$ 4,642,446	\$ 5,749,597	\$ 469,117	\$ 446,494	\$ 347,845	\$ 351,125	\$ 93,504	\$ 245,971	\$ 578	\$ 38,771,830

NOTE 15 – SUBSEQUENT EVENT

The City has evaluated all subsequent events through March 15, 2023 the date the financial statements were available to be issued.

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REQUIRED SUPPLEMENTARY INFORMATION

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CITY OF DESTIN, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB LIABILITY
AND RELATED RATIOS

Reporting period ending	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Service cost	\$ 22,546	\$ 19,941	\$ 20,778	\$ 15,893	\$ 16,440
Interest	4,456	4,130	6,900	6,085	5,024
Differences between expected and actual experience	(22,688)	-	20,020	-	-
Changes of assumptions	(5,775)	(5,158)	(18,085)	8,106	(6,810)
Benefit payments	<u>(8,796)</u>	<u>(8,085)</u>	<u>(8,916)</u>	<u>(6,805)</u>	<u>(6,272)</u>
Net change in total OPEB liability	(10,257)	10,828	20,697	23,279	8,382
Total OPEB liability - beginning	187,872	177,044	156,347	133,068	124,686
Total OPEB liability - ending	<u>\$ 177,615</u>	<u>\$ 187,872</u>	<u>\$ 177,044</u>	<u>\$ 156,347</u>	<u>\$ 133,068</u>
Covered payroll	\$ 4,529,881	\$ 2,899,114	\$ 2,828,403	\$ 2,873,422	\$ 2,803,339
Total OPEB liability as a percentage of covered payroll	3.92%	6.48%	6.26%	5.44%	4.75%

Notes to the Schedule:

Changes of assumptions - Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following rates are used in each period:

2022	2021	2020	2019	2018
<u>4.77%</u>	<u>2.43%</u>	<u>2.14%</u>	<u>3.58%</u>	<u>4.18%</u>

The schedule will present 10 years of information once it is accumulated.

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**COMBINING AND INDIVIDUAL NONMAJOR FUND
FINANCIAL STATEMENTS**

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CITY OF DESTIN, FLORIDA

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

	Special Revenue Funds				Debt Service Funds			Total Nonmajor Governmental Funds
	CRA Harbor Fund	Florida Building Code Fund	Technology Fund	Parking Fund	2013 Revenue Refunding Note Series Fund	2014 Revenue Refunding Note Series Fund	2021 Revenue Refunding Note Series Fund	
Assets								
Cash and cash equivalents	\$ -	\$ -	\$ 351,125	\$ 347,845	\$ -	\$ -	\$ -	\$ 698,970
Restricted cash and cash equivalents	476,261	446,689	-	-	93,504	245,971	578	1,263,003
Accounts receivable	-	2,424	-	-	-	-	-	2,424
Total assets	<u>\$ 476,261</u>	<u>\$ 449,113</u>	<u>\$ 351,125</u>	<u>\$ 347,845</u>	<u>\$ 93,504</u>	<u>\$ 245,971</u>	<u>\$ 578</u>	<u>\$ 1,964,397</u>
Liabilities and fund balances								
Liabilities								
Accounts payable	\$ 7,144	\$ 1,476	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,620
Due to other funds	-	1,143	-	-	-	-	-	1,143
Total liabilities	<u>7,144</u>	<u>2,619</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,763</u>
Fund balances								
Restricted	418,169	444,834	-	-	93,504	245,971	578	1,203,056
Committed	-	-	351,125	347,845	-	-	-	698,970
Assigned	50,948	1,660	-	-	-	-	-	52,608
Total fund balances	<u>469,117</u>	<u>446,494</u>	<u>351,125</u>	<u>347,845</u>	<u>93,504</u>	<u>245,971</u>	<u>578</u>	<u>1,954,634</u>
Total liabilities and fund balances	<u>\$ 476,261</u>	<u>\$ 449,113</u>	<u>\$ 351,125</u>	<u>\$ 347,845</u>	<u>\$ 93,504</u>	<u>\$ 245,971</u>	<u>\$ 578</u>	<u>\$ 1,964,397</u>

CITY OF DESTIN, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Special Revenue Funds				Debt Service Funds			Total Nonmajor Governmental Funds
	CRA Harbor Fund	Florida Building Code Fund	Technology Fund	Parking Fund	2013 Revenue Refunding Note Series Fund	2014 Revenue Refunding Note Series Fund	2021 Revenue Refunding Note Series Fund	
Revenues								
Taxes	\$ 711,831	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 711,831
Licenses and permits	-	976,330	-	-	-	-	-	976,330
Charges for services	-	-	-	425,670	-	-	-	425,670
Investment income	568	50	261	75	273	334	41	1,602
Total revenues	<u>712,399</u>	<u>976,380</u>	<u>261</u>	<u>425,745</u>	<u>273</u>	<u>334</u>	<u>41</u>	<u>2,115,433</u>
Expenditures								
Current								
General government	-	-	-	77,900	-	-	-	77,900
Public safety	-	743,552	34,860	-	-	-	-	778,412
Economic environment	38,467	-	-	-	-	-	-	38,467
Capital Outlay	-	-	-	-	-	-	-	-
Debt Service								
Principal retirement	-	-	-	-	412,531	427,021	1,200,000	2,039,552
Interest	-	-	-	-	142,713	304,397	102,077	549,187
Total expenditures	<u>38,467</u>	<u>743,552</u>	<u>34,860</u>	<u>77,900</u>	<u>555,244</u>	<u>731,418</u>	<u>1,302,077</u>	<u>3,483,518</u>
Excess (deficiency) of revenues over (under) expenditures	<u>673,932</u>	<u>232,828</u>	<u>(34,599)</u>	<u>347,845</u>	<u>(554,971)</u>	<u>(731,084)</u>	<u>(1,302,036)</u>	<u>(1,368,085)</u>
Other Financing Sources (Uses)								
Transfers in	-	-	184,317	-	555,378	731,489	1,302,077	2,773,261
Transfers out	(481,057)	(97,084)	-	-	-	-	-	(578,141)
Total other financing sources (uses)	<u>(481,057)</u>	<u>(97,084)</u>	<u>184,317</u>	<u>-</u>	<u>555,378</u>	<u>731,489</u>	<u>1,302,077</u>	<u>2,195,120</u>
Net change in fund balance	192,875	135,744	149,718	347,845	407	405	41	827,035
Fund balances, beginning	<u>276,242</u>	<u>310,750</u>	<u>201,407</u>	<u>-</u>	<u>93,097</u>	<u>245,566</u>	<u>537</u>	<u>1,127,599</u>
Fund balances, ending	<u>\$ 469,117</u>	<u>\$ 446,494</u>	<u>\$ 351,125</u>	<u>\$ 347,845</u>	<u>\$ 93,504</u>	<u>\$ 245,971</u>	<u>\$ 578</u>	<u>\$ 1,954,634</u>

CITY OF DESTIN, FLORIDA

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
CRA HARBOR FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Taxes	\$ 712,618	\$ 712,618	\$ 711,831	\$ (787)
Investment earnings	300	300	568	268
Total revenues	<u>712,918</u>	<u>712,918</u>	<u>712,399</u>	<u>(519)</u>
Expenditures				
Current				
Economic environment	<u>158,179</u>	<u>158,179</u>	<u>38,467</u>	<u>(119,712)</u>
Total expenditures	<u>158,179</u>	<u>158,179</u>	<u>38,467</u>	<u>(119,712)</u>
Excess of revenues over expenditures	<u>554,739</u>	<u>554,739</u>	<u>673,932</u>	<u>(120,231)</u>
Other financing (uses)				
Transfers out	<u>(481,057)</u>	<u>(481,057)</u>	<u>(481,057)</u>	<u>-</u>
Total other financing (uses)	<u>(481,057)</u>	<u>(481,057)</u>	<u>(481,057)</u>	<u>-</u>
Change in fund balance	73,682	73,682	192,875	(120,231)
Fund balance, beginning of year	310,750	310,750	276,242	-
Fund balance, end of year	<u><u>\$ 384,432</u></u>	<u><u>\$ 384,432</u></u>	<u><u>\$ 469,117</u></u>	<u><u>\$ (120,231)</u></u>

CITY OF DESTIN, FLORIDA

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
FLORIDA BUILDING CODE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Licenses and permits	\$ 636,608	\$ 636,608	\$ 976,330	\$ 339,722
Investment earnings	60	60	50	(10)
Total revenues	<u>636,668</u>	<u>636,668</u>	<u>976,380</u>	<u>339,712</u>
Expenditures				
Current				
Public safety	<u>1,152,362</u>	<u>1,153,178</u>	<u>743,552</u>	<u>(409,626)</u>
Total expenditures	<u>1,152,362</u>	<u>1,153,178</u>	<u>743,552</u>	<u>(409,626)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(515,694)</u>	<u>(516,510)</u>	<u>232,828</u>	<u>(69,914)</u>
Other financing sources (uses)				
Transfers in	328,507	328,507	-	(328,507)
Transfers out	<u>(63,210)</u>	<u>(63,210)</u>	<u>(97,084)</u>	<u>(33,874)</u>
Total other financing sources (uses)	<u>265,297</u>	<u>265,297</u>	<u>(97,084)</u>	<u>(362,381)</u>
Change in fund balance	<u>(250,397)</u>	<u>(251,213)</u>	<u>135,744</u>	<u>(432,295)</u>
Fund balance, beginning of year	<u>310,750</u>	<u>310,750</u>	<u>310,750</u>	<u>-</u>
Fund balance, end of year	<u>\$ 60,353</u>	<u>\$ 59,537</u>	<u>\$ 446,494</u>	<u>\$ (432,295)</u>

CITY OF DESTIN, FLORIDA

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
TECHNOLOGY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Investment earnings	\$ -	\$ -	\$ 261	\$ 261
Total revenues	-	-	261	261
Expenditures				
Current				
Public safety	127,500	127,500	34,860	92,640
Total expenditures	127,500	127,500	34,860	92,640
Deficiency of revenues under expenditures	(127,500)	(127,500)	(34,599)	92,901
Other financing sources				
Transfers in	139,982	139,982	184,317	44,335
Total other financing sources	139,982	139,982	184,317	44,335
Change in fund balance	12,482	12,482	149,718	137,236
Fund balance, beginning of year	201,407	201,407	201,407	-
Fund balance, end of year	<u>\$ 213,889</u>	<u>\$ 213,889</u>	<u>\$ 351,125</u>	<u>\$ 137,236</u>

CITY OF DESTIN, FLORIDA

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
PARKING FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Charges for services	\$ 418,500	\$ 418,500	\$ 425,670	\$ 7,170
Investment earnings	25	25	75	50
Total revenues	<u>418,525</u>	<u>418,525</u>	<u>425,745</u>	<u>7,220</u>
Expenditures				
Current				
General government	85,700	85,700	77,900	7,800
Capital outlay	<u>126,000</u>	<u>126,000</u>	-	126,000
Total expenditures	<u>211,700</u>	<u>211,700</u>	<u>77,900</u>	<u>133,800</u>
Change in fund balance	206,825	206,825	347,845	141,020
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	<u>\$ 206,825</u>	<u>\$ 206,825</u>	<u>\$ 347,845</u>	<u>\$ 141,020</u>

CITY OF DESTIN, FLORIDA

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
2013 REVENUE REFUNDING NOTE SERIES FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Investment earnings	\$ 100	\$ 100	\$ 273	\$ 173
Total revenues	100	100	273	173
Expenditures				
Debt service				
Principal retirement	412,531	412,531	412,531	-
Interest	142,713	142,713	142,713	-
Total expenditures	555,244	555,244	555,244	-
Deficiency of revenues under expenditures	(555,144)	(555,144)	(554,971)	173
Other financing sources				
Transfers in	555,245	555,245	555,378	133
Total other financing sources	555,245	555,245	555,378	133
Change in fund balance	101	101	407	306
Fund balance, beginning of year	93,097	93,097	93,097	-
Fund balance, end of year	<u>\$ 93,198</u>	<u>\$ 93,198</u>	<u>\$ 93,504</u>	<u>\$ 306</u>

CITY OF DESTIN, FLORIDA

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
2014 REVENUE REFUNDING NOTE SERIES FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Investment earnings	\$ 100	\$ 100	\$ 334	\$ 234
Total revenues	100	100	334	234
Expenditures				
Debt service				
Principal retirement	427,021	427,021	427,021	-
Interest	304,397	304,397	304,397	-
Total expenditures	731,418	731,418	731,418	-
Deficiency of revenues under expenditures	(731,318)	(731,318)	(731,084)	234
Other financing sources				
Transfers in	731,418	731,418	731,489	71
Total other financing sources	731,418	731,418	731,489	71
Change in fund balance	100	100	405	305
Fund balance, beginning of year	245,566	245,566	245,566	-
Fund balance, end of year	\$ 245,666	\$ 245,666	\$ 245,971	\$ 305

CITY OF DESTIN, FLORIDA

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
2021 REVENUE REFUNDING NOTE SERIES FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Investment earnings	\$ -	\$ -	\$ 41	\$ 41
Total revenues	-	-	41	41
Expenditures				
Debt service				
Principal retirement	1,200,000	1,200,000	1,200,000	-
Interest	102,077	102,077	102,077	-
Total expenditures	1,302,077	1,302,077	1,302,077	-
Deficiency of revenues under expenditures	(1,302,077)	(1,302,077)	(1,302,036)	41
Other financing sources				
Transfers in	1,302,077	1,302,077	1,302,077	-
Total other financing sources	1,302,077	1,302,077	1,302,077	-
Change in fund balance	-	-	41	41
Fund balance, beginning of year	537	537	537	-
Fund balance, end of year	<u>\$ 537</u>	<u>\$ 537</u>	<u>\$ 578</u>	<u>\$ 41</u>

CITY OF DESTIN, FLORIDA

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
CAPITAL PROJECTS FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Taxes	\$ -	\$ 231,400	\$ 247,687	\$ 16,287
Licenses and permits	-	-	793,559	793,559
Impact fees	115,500	115,500	132,605	17,105
Intergovernmental revenues	-	8,400,330	2,081,982	(6,318,348)
Investment earnings	-	-	5,830	5,830
Contributions	-	30,000	28,685	(1,315)
Miscellaneous revenues	500	500	5,575	5,075
Total revenues	<u>116,000</u>	<u>8,777,730</u>	<u>3,295,923</u>	<u>(5,481,807)</u>
Expenditures				
Current				
Physical environment	-	282,500	282,500	-
Capital outlay	<u>13,477,276</u>	<u>13,963,132</u>	<u>3,872,728</u>	<u>(10,090,404)</u>
Total expenditures	<u>13,477,276</u>	<u>14,245,632</u>	<u>4,155,228</u>	<u>(10,090,404)</u>
Deficiency of revenues under expenditures	<u>(13,361,276)</u>	<u>(5,467,902)</u>	<u>(859,305)</u>	<u>(15,572,211)</u>
Other financing sources				
Transfers in	<u>11,567,416</u>	<u>3,093,625</u>	<u>1,903,089</u>	<u>(1,190,536)</u>
Total other financing sources	<u>11,567,416</u>	<u>3,093,625</u>	<u>1,903,089</u>	<u>(1,190,536)</u>
Change in fund balance	<u>(1,793,860)</u>	<u>(2,374,277)</u>	<u>1,043,784</u>	<u>(16,762,747)</u>
Fund balance, beginning of year	<u>4,705,813</u>	<u>4,705,813</u>	<u>4,705,813</u>	<u>-</u>
Fund balance, end of year	<u>\$ 2,911,953</u>	<u>\$ 2,331,536</u>	<u>\$ 5,749,597</u>	<u>\$ (16,762,747)</u>

STATISTICAL SECTION

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**Net Position by Component - Last Ten Years
(Unaudited)**

Fiscal Year	Net investment in Capital Assets	Restricted	Unrestricted	Total Net Position
2022	\$ 100,905,387	\$ 5,073,775	\$ 33,510,788	\$ 139,489,950
2021	98,289,498	3,852,330	29,063,467	131,205,295
2020	91,184,514	3,891,401	25,247,364	120,323,279
2019	88,840,831	2,661,941	21,378,238	112,881,010
2018	89,128,737	2,570,097	17,831,698	109,530,532
2017	90,119,716	2,075,871	14,559,323	106,754,910
2016	88,760,939	1,488,351	14,101,586	104,350,876
2015	88,804,998	735,737	13,208,165	102,748,900
2014	90,108,379	43,399	13,331,610	103,483,388
2013	91,599,506	43,355	15,163,303	106,806,164

Source: City Finance Department.

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City of Destin, Florida

Changes in Net Position - Last Ten Years (Unaudited)

	Fiscal Year				
	2022	2021	2020	2019	2018
Expenses					
General government	\$ 3,882,608	\$ 3,583,345	\$ 4,028,182	\$ 3,695,191	\$ 3,532,139
Public safety	3,960,949	3,756,665	3,623,935	3,292,103	3,908,737
Physical environment	1,180,082	646,171	670,079	319,713	432,132
Transportation	3,377,216	2,739,207	2,866,166	3,252,517	3,053,455
Economic environment	129,780	1,141,935	1,152,796	1,146,463	1,209,950
Human services	51,604	64,531	63,494	62,808	55,220
Culture and recreation	4,081,335	3,476,834	2,702,912	2,323,177	2,274,564
Debt service interest	550,710	637,571	752,073	788,775	806,526
Total expenses	17,214,284	16,046,259	15,859,637	14,880,747	15,272,723
Program revenue					
Charges for services					
General government	295,011	64,090	601	2,457,688	2,495,996
Public safety	1,904,763	1,793,926	1,555,942	614,412	847,202
Physical environment	27,474	50,965	23,443	20,800	46,495
Transportation	500,972	505,182	178,174	140,017	119,218
Culture and recreation	465,659	347,454	331,925	401,939	406,050
Operating grants and contributions	775,474	646,998	2,082,880	734,898	1,407,851
Capital grants and contributions	2,496,372	5,192,296	197,999	43,520	30,544
Total program revenue	6,465,725	8,600,911	4,370,964	4,413,274	5,353,356
Net expense	(10,748,559)	(7,445,348)	(11,488,673)	(10,467,473)	(9,919,367)
General revenue and other changes in net position					
Property taxes	10,794,578	9,892,776	9,374,391	8,764,290	8,179,225
Other taxes	3,496,780	3,480,413	2,895,623	1,636,565	1,669,159
Other revenue	4,741,856	4,954,175	6,660,927	3,417,096	1,907,549
Special items	-	-	-	-	-
Total general revenue	19,033,214	18,327,364	18,930,941	13,817,951	11,755,933
Change in net position	8,284,655	10,882,016	7,442,268	3,350,478	1,836,566
Net position, beginning	131,205,295	120,323,279	112,881,010	109,530,532	106,754,910
Cumulative effect of change in accounting principle	-	-	-	-	939,056
Prior period adjustment	-	-	-	-	-
Net position, ending	\$ 139,489,950	\$ 131,205,295	\$ 120,323,279	\$ 112,881,010	\$ 109,530,532

Source: City Finance Department.

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City of Destin, Florida

Changes in Net Position - Last Ten Years (Continued) (Unaudited)

	Fiscal Year				
	2017	2016	2015	2014	2013
Expenses					
General government	\$ 2,981,384	\$ 2,889,172	\$ 3,330,320	\$ 3,135,252	\$ 2,847,225
Public safety	4,011,135	3,535,716	3,080,103	2,721,873	2,633,697
Physical environment	433,283	491,154	591,383	710,134	647,709
Transportation	3,141,933	2,842,564	2,582,807	2,661,304	2,525,995
Economic environment	1,274,262	1,289,854	1,326,255	1,387,855	1,103,214
Human services	107,287	54,394	58,975	59,650	60,250
Culture and recreation	2,242,446	2,340,627	2,239,857	2,277,720	2,163,148
Debt service interest	888,752	873,117	1,132,842	1,366,317	1,662,880
Total expenses	15,080,482	14,316,598	14,342,542	14,320,105	13,644,118
Program revenue					
Charges for services					
General government	2,223,122	2,317,742	2,214,652	2,099,136	1,835,784
Public safety	940,221	898,725	697,452	553,710	644,091
Physical environment	79,821	14,660	21,503	7,463	51,686
Transportation	60,534	49,514	115,970	47,642	41,810
Culture and recreation	402,708	456,828	421,704	337,804	290,158
Operating grants and contributions	2,450,238	1,727,351	197,614	373,317	189,862
Capital grants and contributions	70,120	42,081	203,334	126,767	7,888,961
Total program revenue	6,226,764	5,506,901	3,872,229	3,545,839	10,942,352
Net expense	(8,853,718)	(8,809,697)	(10,470,313)	(10,774,266)	(2,701,766)
General revenue and other changes in net position					
Property taxes	7,761,152	6,844,994	6,443,596	6,090,326	5,841,191
Other taxes	1,623,261	1,583,815	1,530,492	1,537,513	1,533,833
Other revenue	1,873,339	1,982,864	1,761,737	1,573,651	1,274,760
Special items	-	-	-	(1,750,000)	-
Total general revenue	11,257,752	10,411,673	9,735,825	7,451,490	8,649,784
Change in net position	2,404,034	1,601,976	(734,488)	(3,322,776)	5,948,018
Net position, beginning	104,350,876	102,748,900	103,483,388	106,806,164	101,450,057
Cumulative effect of change in accounting principle	-	-	-	-	-
Prior period adjustment	-	-	-	-	(591,911)
Net position, ending	\$ 106,754,910	\$ 104,350,876	\$ 102,748,900	\$ 103,483,388	\$ 106,806,164

Source: City Finance Department.

Fund Balances Governmental Fund - Last Ten Years
(Unaudited)

	Fiscal Year				
	2022	2021	2020	2019	2018
General Fund					
Nonspendable	\$ 2,581,252	\$ 2,561,841	\$ 2,451,337	\$ 2,448,824	\$ 2,469,019
Restricted	-	-	3,247,659	2,584,256	2,480,877
Committed	13,683,891	10,084,733	8,411,205	10,129,498	9,657,663
Assigned	323,611	376,587	2,964,171	1,213,592	672,226
Unassigned	11,500,107	13,296,275	14,449,613	10,040,295	7,526,416
Total	\$ 28,088,861	\$ 26,319,436	\$ 31,523,985	\$ 26,416,465	\$ 22,806,201
All other governmental funds					
Nonspendable	\$ -	\$ -	\$ -	\$ -	\$ 88
Restricted	5,073,775	3,852,330	643,742	77,685	89,220
Committed	6,739,436	4,655,060	-	-	-
Assigned	533,466	2,535,604	44,332	329,948	279,391
Unassigned	(1,663,708)	(3,846,516)	(2,390,520)	(2,231,153)	(2,240,233)
Total all other governmental funds	\$ 10,682,969	\$ 7,196,478	\$ (1,702,446)	\$ (1,823,520)	\$ (1,871,534)

Source: City Finance Department.

Fund Balances Governmental Fund - Last Ten Years
(Continued) (Unaudited)

	Fiscal Year				
	2017	2016	2015	2014	2013
General Fund					
Nonspendable	\$ 2,999,624	\$ 2,802,335	\$ 1,980,893	\$ 1,879,620	\$ 1,324,569
Restricted	1,977,027	1,373,526	1,216,046	1,098,945	1,152,307
Committed	9,674,570	10,340,837	11,071,545	10,276,708	10,418,492
Assigned	1,625,986	1,118,384	328,889	684,591	730,267
Unassigned	3,626,528	2,905,348	1,848,403	1,743,576	2,657,863
Total	\$ 19,903,735	\$ 18,540,430	\$ 16,445,776	\$ 15,683,440	\$ 16,283,498
All other governmental funds					
Nonspendable	\$ -	\$ -	\$ 68	\$ -	\$ -
Restricted	98,844	114,825	884,473	151,914	1,524,027
Committed	-	-	-	74,256	95,853
Assigned	255,797	276,444	345,855	633,953	1,109,529
Unassigned	(2,142,360)	(1,979,433)	(2,462,082)	(1,835,073)	(1,010,642)
Total all other governmental funds	\$ (1,787,719)	\$ (1,588,164)	\$ (1,231,686)	\$ (974,950)	\$ 1,718,767

Source: City Finance Department.

**Changes in Fund Balances Governmental Funds - Last Ten Years
(Unaudited)**

	Fiscal Year				
	2022	2021	2020	2019	2018
Revenue					
Taxes	\$ 14,291,359	\$ 13,373,189	\$ 12,270,014	\$ 12,309,961	\$ 11,766,912
Licenses and permits	5,008,309	3,779,441	3,342,590	1,079,465	1,008,548
Impact fees	132,605	590,174	456,051	160,720	671,922
Intergovernmental	5,586,955	8,053,048	4,050,502	3,494,078	2,889,811
Charges for services	1,289,082	937,122	513,137	512,089	568,635
Fines and forfeitures	56,135	79,829	106,750	28,981	44,278
Investment income	(1,078,214)	19,983	471,977	506,164	20,654
Contributions	37,479	1,867	4,035	6,871	8,608
Miscellaneous income (loss)	36,503	50,972	9,058	132,896	131,376
Total revenue	25,360,213	26,885,625	21,224,114	18,231,225	17,110,744
Expenditures					
General government	3,640,884	3,403,184	3,935,334	3,542,238	3,398,890
Public safety	3,924,721	3,752,995	3,408,341	3,061,601	2,779,558
Physical environment	452,211	142,017	27,374	31,346	88,226
Transportation	1,589,395	1,663,328	1,925,723	1,924,802	1,824,192
Economic environment	129,781	107,900	130,173	105,720	123,024
Human services	51,604	64,531	63,494	62,808	55,220
Culture and recreation	3,292,184	2,854,316	2,237,953	1,909,794	1,872,829
Capital outlay	4,369,267	11,160,364	1,937,657	1,607,301	1,877,832
Debt service					
Principal	2,122,863	9,318,692	1,622,596	1,533,487	1,485,956
Interest	555,409	717,941	745,697	793,850	836,554
Investment loss	-	-	-	-	-
Total expenditures	20,128,319	33,185,268	16,034,342	14,572,947	14,342,281
Excess (deficiency) of revenue over expenditures	5,231,894	(6,299,643)	5,189,772	3,658,278	2,768,463
Other financing sources (uses)					
Transfers in	4,676,350	29,587,639	2,255,374	4,171,759	6,343,303
Transfers out	(4,676,350)	(29,587,639)	(2,255,374)	(4,171,759)	(6,343,303)
Issuance of debt	-	-	-	-	50,188
Proceeds of debt issuance	-	9,905,000	-	-	-
Debt service principal	-	-	-	-	-
Lease proceeds	24,021	89,019	38,422	-	-
Non-operating loss	-	-	-	-	-
Total other financing sources (uses)	24,021	9,994,019	38,422	-	50,188
Special item - Settlement	-	-	-	-	-
Net change in fund balance	\$ 5,255,915	\$ 3,694,376	\$ 5,228,194	\$ 3,658,278	\$ 2,818,651
Debt service as a percentage of noncapital expenditures	17.0%	45.6%	16.8%	18.0%	18.6%

Source: City Finance Department.

Changes in Fund Balances Governmental Funds - Last Ten Years
(Continued) (Unaudited)

	Fiscal Year				
	2017	2016	2015	2014	2013
Revenue					
Taxes	\$ 11,192,022	\$ 10,316,957	\$ 9,891,235	\$ 9,429,663	\$ 8,951,113
Licenses and permits	930,187	885,870	674,131	597,505	846,549
Impact fees	801,424	446,936	280,494	268,840	144,678
Intergovernmental	3,734,054	3,232,561	1,819,128	1,674,915	9,294,741
Charges for services	525,860	568,018	509,159	462,224	366,618
Fines and forfeitures	46,812	47,238	114,111	49,229	43,404
Investment income	59,756	256,010	222,593	-	-
Contributions	24,772	22,848	34,839	99,975	20,292
Miscellaneous income (loss)	169,629	142,136	62,364	166,802	36,132
Total revenue	17,484,516	15,918,574	13,608,054	12,749,153	19,703,527
Expenditures					
General government	2,853,328	2,747,954	3,489,939	2,951,776	2,713,560
Public safety	2,610,831	2,410,183	2,107,835	1,768,098	1,661,520
Physical environment	90,710	148,581	248,810	379,218	287,702
Transportation	1,885,837	1,681,535	1,472,935	1,544,311	1,295,486
Economic environment	163,637	176,210	216,503	209,632	185,215
Human services	107,287	54,394	58,975	59,650	60,250
Culture and recreation	1,858,739	1,976,500	1,927,771	1,949,815	1,772,495
Capital outlay	4,762,510	3,075,354	1,642,819	1,581,816	8,697,826
Debt service					
Principal	1,417,449	1,087,340	901,028	1,374,432	1,243,032
Interest	874,429	822,369	1,083,667	1,562,813	1,697,345
Investment loss	-	-	-	1,824	110,438
Total expenditures	16,624,757	14,180,420	13,150,282	13,383,385	19,724,869
Excess (deficiency) of revenue over expenditures	859,759	1,738,154	457,772	(634,232)	(21,342)
Other financing sources (uses)					
Transfers in	3,907,488	2,971,389	1,563,616	3,730,001	2,206,101
Transfers out	(3,907,488)	(2,971,389)	(1,563,616)	(3,730,001)	(2,206,101)
Issuance of debt	303,991	-	-	(12,900,000)	(7,610,000)
Proceeds of debt issuance	-	-	5,427,000	-	-
Debt service principal	-	-	(5,379,150)	-	-
Lease proceeds	-	-	-	11,871,000	7,610,000
Non-operating loss	-	-	-	119,229	-
Total other financing sources (uses)	303,991	-	47,850	(909,771)	-
Special item - Settlement	-	-	-	(1,750,000)	-
Net change in fund balance	\$ 1,163,750	\$ 1,738,154	\$ 505,622	\$ (3,294,003)	\$ (21,342)
Debt service as a percentage of noncapital expenditures	19.3%	17.2%	17.2%	24.9%	26.7%

Source: City Finance Department.

Fiscal Year	Real Property	Personal Property	Total Taxable Assessed Value	Total Direct Tax Rate	95% Budgeted for Operations
2022	\$ 5,980,379,074	\$ 102,386,732	\$ 6,082,765,806	1.6150	\$ 9,332,483
2021	5,586,981,183	99,760,236	5,686,741,419	1.6150	8,724,883
2020	5,289,909,655	100,875,258	5,390,784,913	1.6150	8,270,812
2019	4,940,251,366	96,041,092	5,036,292,458	1.6150	7,726,932
2018	4,637,572,095	94,406,296	4,731,978,391	1.6150	7,260,038
2017	4,419,401,166	88,815,805	4,508,216,971	1.6150	6,916,732
2016	4,202,250,899	83,206,674	4,285,457,573	1.6150	6,574,963
2015	3,953,775,213	77,212,445	4,030,987,658	1.5000	5,744,157
2014	3,738,671,838	78,140,476	3,816,812,314	1.5000	5,438,958
2013	3,692,698,542	74,840,249	3,767,538,791	1.5000	5,368,743

Source: Okaloosa County Property Appraiser DR-422 lines 1 and 2.

Adjusted when DR-403 Final Taxable Value is submitted to City by the Property Appraiser.

Property Tax Rates Per \$1,000 of Taxable Value
All Direct and Overlapping Governments - Last Ten Years
(Unaudited)

Fiscal Year	Direct Rate	Indirect Rate				Total Overlapping Rates	Total Direct and Overlapping Rates
	City of Destin	Destin Fire District	Okaloosa County	Okaloosa School Board	Northwest Florida Water District		
2022	1.61500	1.00000	3.83080	5.57900	0.02610	10.43590	12.05090
2021	1.61500	1.00000	3.83080	5.94300	0.02940	10.80320	12.41820
2020	1.61500	1.00000	3.83080	6.03500	0.03110	10.89690	12.51190
2019	1.61500	1.00000	3.83080	6.20600	0.03270	11.06950	12.68450
2018	1.61500	1.00000	3.83080	6.36100	0.03380	11.22560	12.84060
2017	1.61500	1.00000	3.83080	6.58800	0.03530	11.45410	13.06910
2016	1.61500	1.00000	3.43080	6.90700	0.03660	11.37440	12.98940
2015	1.50000	1.00000	3.43080	7.55100	0.04000	12.02180	13.52180
2014	1.50000	1.00000	3.43080	7.44100	0.03900	11.91080	13.41080
2013	1.50000	1.00000	3.43080	7.55100	0.04000	12.02180	13.52180
2012	1.45500	1.00000	3.28990	7.47600	0.04000	11.80590	13.26090
2011	1.45500	1.00000	3.28990	7.76900	0.04500	12.10390	13.55890

As of levy date, November 1 of each year listed.

Source: <https://okaloosapa.com/wp-content/uploads/sites/29/2021/10/2021-Final-Millage.pdf>

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City of Destin, Florida

Principal Taxpayers - Current Year and Ten Years Ago (Unaudited)

Taxpayer	September 30, 2022			Taxpayer	September 30, 2013		
	Taxable Assessed Value	Rank	Percent of City's Total Taxable Value		Taxable Assessed Value	Rank	Percent of City's Total Taxable Value
WCW OLYMPUS DESTIN LLC	\$ 59,745,558	1	0.98%	EMERALD GRANDE LLC	\$ 54,227,300	1	1.44%
PASSCO SEA GLASS DST	50,127,214	2	0.82%	AHB APARTMENTS LLC	21,252,705	2	0.56%
EMERALD GRANDE INC	49,676,280	3	0.82%	DRB DEVELOPMENT LLC	13,492,700	3	0.36%
BR HENDERSON BEACH LLC	39,418,625	5	0.65%	WRI-SRP PARADISE ISLE LLC	10,715,649	4	0.28%
FLORIDA POWER & LIGHT CO.	37,094,229	4	0.61%	DUNAVANT GULF LLC	10,498,995	5	0.28%
DRH HBR OWNER LLC	31,518,797	6	0.52%	BLASBICHLER H D AGREEMENT	7,594,714	6	0.20%
HENDERSON BEACH PARTNERS LLC	26,862,977	7	0.44%	WYNDHAM VACATION RESORTS	7,530,263	7	0.20%
PARADISE ISLE DESTIN LLC	15,709,350	8	0.26%	SHANRI HOLDINGS CORP	7,467,673	8	0.20%
KEY DESTIN OWNER LLC	13,573,460	9	0.22%	CRYSTAL BEACH PALZA LLC	7,060,621	9	0.19%
WYNDHAM VACATION RESORTS INC	10,029,000	10	0.16%	CLUB DESTIN RESORT	6,509,100	10	0.17%
Total Principal Taxpayers	<u>\$ 333,755,490</u>		<u>5.49%</u>		<u>\$ 146,349,720</u>		<u>3.88%</u>
Total Tax Value of Other	<u>\$ 5,746,370,680</u>		<u>94.51%</u>		<u>\$ 3,621,629,815</u>		<u>96.12%</u>
Total Taxable Assessed Value	<u>\$ 6,080,126,170</u>		<u>100.00%</u>		<u>\$ 3,767,979,535</u>		<u>100.00%</u>

Source: Okaloosa County Property Appraiser.

Property Tax Levies and Collections - Last Ten Years
(Unaudited)

Fiscal Year Ended September 30,	Taxes Levied For the Calendar Year*	Collected within the Calendar Year of the Levy		Collections of Delinquent Taxes	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2022	\$ 9,332,483	\$ 9,482,098	101.60%	\$ -	\$ 9,482,098	101.60%
2021	8,724,883	8,827,350	101.17%	54,971	8,882,321	101.80%
2020	8,270,812	8,430,713	101.93%	3,561	8,434,274	101.98%
2019	7,726,932	7,879,410	101.97%	4,613	7,884,023	102.03%
2018	7,260,038	7,405,759	102.01%	1,809	7,407,568	102.03%
2017	6,916,732	7,031,699	101.66%	4,122	7,035,821	101.72%
2016	6,574,963	6,211,296	94.47%	3,797	6,215,093	94.53%
2015	5,744,157	5,842,418	101.71%	10,172	5,852,590	101.89%
2014	5,438,958	5,530,911	101.69%	54,974	5,585,885	102.70%
2013	5,368,743	5,294,736	98.62%	29,787	5,202,450	96.90%

*Assumes full discount taken for early payment of taxes (maximum of 5%).

Source: DR-422 forms certified by Okaloosa County Tax Collector.

Ratios of Outstanding Debt (Bonds and Notes) - Last Ten Years
(Unaudited)

Fiscal Year Ended September 30,	2005B Florida Municipal Loan Council Revenue Bonds	2005 CRA Town Center Revenue Bonds	2009 CRA Harbor Revenue Note (Restructured 2015)	2013 Capital Improvement Revenue Note	2014 CRA Town Center Revenue Refunding Note Series
2022	\$ -	\$ -	\$ -	\$ 4,281,980	\$ 8,499,581
2021	-	-	-	4,694,511	8,926,602
2020	-	-	3,986,827	5,095,650	9,339,342
2019	-	-	4,429,808	5,485,711	9,738,279
2018	-	-	4,770,168	5,865,001	10,123,875
2017	-	-	5,096,625	6,233,816	10,496,575
2016	-	-	5,409,749	6,592,446	10,856,811
2015	-	-	5,709,446	6,941,172	11,205,000
2014	5,800,000	-	5,997,542	7,280,268	11,205,000
2013	6,040,000	12,900,000	6,136,242	7,610,000	-

Note: Detail regarding the community redevelopment districts' outstanding debt can be found in the notes to the financial statements.

Ratios of Outstanding Debt (Bonds and Notes) - Last Ten Years
(Continued) (Unaudited)

Fiscal Year Ended September 30,	2015 Revenue Refunding Note Series	2021 Revenue Refunding Note Series	Financed Purchases	Total Revenue Bonds and Notes and Capital Leases	Per Capita
2022	\$ -	\$ 8,312,000	\$ 106,708	\$ 21,200,269	1,465
2021	-	9,512,000	165,998	23,299,111	1,639
2020	4,035,000	-	166,965	22,623,784	1,624
2019	4,379,000	-	175,160	24,207,958	1,801
2018	4,714,000	-	268,401	25,741,445	1,937
2017	5,039,000	-	311,197	27,177,213	2,072
2016	5,359,000	-	72,665	28,290,671	2,193
2015	5,427,000	-	95,393	29,378,011	2,308
2014	-	-	119,229	30,402,039	2,424
2013	-	-	-	32,686,242	2,620

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City of Destin, Florida
Direct and Overlapping Governmental Activities Debt
As of September 30, 2022
(Unaudited)

Jurisdiction	Net Debt Outstanding	Estimated Percentage Applicable to City of Destin ⁽¹⁾	Estimated Amount Applicable to City of Destin
Debt repaid with property taxes:			
Okaloosa County	\$ 93,846,414	29%	\$ 27,154,722
Okaloosa School Board ⁽²⁾	218,476,566	26%	56,439,287
Destin Fire District	-	84%	-
Northwest Florida Water District	-	29%	-
Subtotal, overlapping debt			<u>83,594,009</u>
City of Destin			<u>21,200,269</u>
Total direct and overlapping debt			<u><u>\$ 104,794,278</u></u>

⁽¹⁾ Based on ratio of assessed taxable value.

⁽²⁾ The Okaloosa School Board debt outstanding is as of June 30, 2022.

SOURCE: Okaloosa County, Florida Accounting Division and the School Board of Okaloosa County.

Note: Overlapping governments are those that coincide, at least in part, with geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the property taxpayers of the City of Destin. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the property taxpayers should be taken into account.

City of Destin, Florida

**Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)**

Fiscal Year	Population ⁽¹⁾	Per Capita Income ⁽²⁾	Total Personal Income	Unemployment Rate ⁽³⁾
2022	14,472	\$53,557	\$ 775,081,969	3.00%
2021	14,217	\$51,007	\$ 725,166,519	2.90%
2020	13,931	\$49,909	\$ 695,282,279	2.80%
2019	13,441	\$45,324	\$ 609,199,884	2.30%
2018	13,289	\$43,086	\$ 572,569,854	2.40%
2017	13,116	\$40,465	\$ 530,738,940	3.80%
2016	12,898	\$40,065	\$ 516,758,370	4.50%
2015	12,730	\$38,450	\$ 489,468,500	4.50%
2014	12,541	\$39,252	\$ 492,259,332	4.50%
2013	12,474	\$37,138	\$ 463,259,412	4.50%

⁽¹⁾ Furnished by the Bureau of Economic and Business Research

⁽²⁾ Furnished by the U.S. Census Bureau - Quick Facts

⁽³⁾ Furnished by the Bureau of Labor Statistics

Demographics
(Unaudited)

2022

Land area (miles)	
Square miles incorporated	7.53
Land	6.78
Water	0.75
Gulf-front	6.60
Bay-front	5.81
City maintained streets	66.23
Paved	66.23
Unpaved	0.00
Estimated population	
Year-round	14,472
Seasonal-peak	100,000
Gender composition	
Female	50.5%
Male	49.5%
Racial composition	
White	81.2%
Hispanic	7.8%
Black	3.5%
American Indian	1.7%
Asian	2.3%
Other	3.4%
Median household income	\$81,827
Median earnings for full-time year-round workers	\$51,200
Number of households	6,377
Households with homestead exemption	3,626
Unemployment rate	2.90%

Source: City of Destin census FY2020, Bureau of Labor Statistics for Crestview-Fort Walton Beach-Destin, Destin Chamber of Commerce, and Okaloosa Tax Collector.

Note: Information has not significantly changed for last ten years.

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City of Destin, Florida

Principal Employers - Current Year (Unaudited)

Employer	September 30, 2022				September 30, 2013		
	Approximate Range of Numbers of Employees	Rank	Percent of City's Estimated Population		Approximate Range of Numbers of Employees	Rank	Percent of City's Estimated Population
Keller Williams Realty	400	1	2.8%	ResortQuest International, Inc	1000-1300	1	9.4%
Big Kahuna's Waterpark	300	2	2.1%	A J's Seafood and Oyster House	100-249	2	1.43%
McGuire's Irish Pub	200	3	1.4%	Crab Trap	100-249	3	1.43%
Destin Healthcare and Rehabilitation	160	4	1.1%	Cracker Barrel Destin Healthcare and Rehabilitation	100-249	4	1.43%
AJ's	150	5	1.0%		100-249	5	1.43%
Target	150	6	1.0%	Harbor Docks	100-249	6	1.43%
City of Destin FL	99-122	7	0.8%	Charter Boats	100-249	7	1.43%
Olive Garden Italian Kitchen	120	8	0.8%	Holiday Inn	100-249	8	1.43%
Harbor Docks Restaurant	120	9	0.8%	Lucky Snapper Grill & Bar	100-249	9	1.43%
Cracker Barrel Old Country Store	100	10	0.7%	Track Recreation Center	100-249	10	1.43%
Total			<u>12.51%</u>	Total			<u>22.23%</u>

SOURCE: Okaloosa County Economic Development Council (One Okaloosa)

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City of Destin, Florida

City Employees - Last Five Years (Unaudited)

1 FTE = 2080 hours/year

	2022	2021	Fiscal Year 2020	2019	2018
City Manager's Office					
City Manager	1.00	1.00	1.00	1.00	1.00
Deputy City Manager	1.00	1.00	1.00	1.00	1.00
Sr Administrative Professional	1.00	1.00	1.00	1.00	1.00
Public Information Manager	1.00	1.00	1.00	1.00	1.00
Grants Projects Manager	1.00	1.00	1.00	-	-
Receptionist (2 PT @29 hours/week)	1.45	1.45	1.45	1.45	1.45
Subtotal	6.45	6.45	6.45	5.45	5.45
City Clerk's Office					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Records Technician	1.00	1.00	1.00	1.00	1.00
Subtotal	3.00	3.00	3.00	3.00	3.00
Finance and Budget					
Finance Director	1.00	1.00	1.00	1.00	1.00
Accountant	1.00	1.00	1.00	1.00	1.00
Accounting Clerk (Payroll and AP)	1.00	1.00	0.50	0.50	
Payroll Accounting Clerk	-	-	-	-	0.25
AP Administrative Clerk	-	-	-	-	0.25
Subtotal	3.00	3.00	2.50	2.50	2.50
Human Resources					
HR/Risk Manager	1.00	1.00	1.00	1.00	1.00
HR Coordinator	0.73	0.73	0.73	0.73	0.73
Subtotal	1.73	1.73	1.73	1.73	1.73
Facilities					
Maintenance Technician - Facilities	2.00	2.00	2.00	2.00	2.00
Maintenance Technician - Custodian	1.00	1.00	1.00	1.00	-
Subtotal	3.00	3.00	3.00	3.00	2.00
Community Development Office					
Community Development Director	0.67	0.67	1.00	1.00	1.00
Administrative Assistant	0.75	0.50	1.00	1.00	1.00
Principal Planner	1.00	1.00	1.00	1.00	1.00
Senior Planner	1.00	1.00	1.00	1.00	1.00
Planner	3.00	3.00	3.00	3.00	3.00
Business Tax License Clerk	1.00	1.00	-	-	-
Subtotal	7.42	7.17	7.00	7.00	7.00
Information Technology					
IT Director	1.00	1.00	1.00	1.00	1.00
Systems Network Specialist	1.00	1.00	1.00	1.00	1.00
Geographic Information Systems Manager	1.00	1.00	1.00	1.00	1.00
Help Desk Technician	1.00	1.00	1.00	-	-
Subtotal	4.00	4.00	4.00	3.00	3.00
SUBTOTAL GENERAL GOVERNMENT	28.59	28.34	27.68	25.68	24.68

(Continued)

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City of Destin, Florida

City Employees - Last Five Years (Unaudited)

1 FTE = 2080 hours/year

	2022	2021	Fiscal Year 2020	2019	2018
Public Safety					
Crossing Guards (3 PT Seasonal)	0.90	0.90	0.90	0.90	0.90
Subtotal	0.90	0.90	0.90	0.90	0.90
Code Compliance					
Code Compliance Director	0.90	0.90	1.00	1.00	1.00
Code Compliance Deputy Director	0.90	0.90	-	-	-
Harbor Compliance Officer	0.90	0.90	1.00	1.00	1.00
Code Compliance Officers (5 FT @90% plus 1 PT @90%)	5.15	3.61	5.50	5.00	3.00
Administrative assistant	0.90	0.90	1.00	1.00	1.00
Subtotal	8.75	7.21	8.50	8.00	6.00
Florida Building Code Enforcement (Building Inspections)					
Chief Building Official	-	1.00	1.00	1.00	1.00
Building Official	1.00	1.00	1.00	1.00	1.00
Building Inspector	2.00	2.00	1.00	1.00	1.00
Plans Examiner	1.00	1.00	1.00	1.73	1.73
Permit and License Tech	1.00	1.00	1.00	1.73	1.73
Permit and Licensing Administrator	1.00	1.00	1.00	1.00	1.00
Permit and Licensing Clerk	1.00	1.00	1.00	1.73	1.73
Code Compliance allocation (9.73@10%)	0.97	0.80	-	-	-
Engineering/Stormwater allocation (2@10%)	0.20	0.20	-	-	-
Com Dev Administrative allocation (1@25%; 1@33%)	0.58	0.83	-	-	-
Subtotal	8.76	9.83	7.00	9.18	9.18
SUBTOTAL PUBLIC SAFETY	18.41	17.95	16.40	18.08	16.08
Physical Environment					
Stormwater Management Specialist	1.00	1.00	1.00	1.00	1.00
Equipment Operator	1.00	1.00	-	-	-
Subtotal	2.00	2.00	1.00	1.00	1.00
SUBTOTAL PHYSICAL ENVIRONMENT	2.00	2.00	1.00	1.00	1.00
Public Works Department					
Public Works Director	1.00	1.00	1.00	1.00	1.00
Deputy Public Works Director	1.00	1.00	1.00	1.00	1.00
Field Crew Supervisor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Mechanic	1.00	1.00	1.00	1.00	1.00
Maintenance Technician-General	4.00	4.00	2.00	2.00	2.00
Equipment Operator	-	-	1.00	1.00	1.00
Computer Aided Design Operator	1.00	1.00	1.00	1.00	1.00
Maintenance Technician/Mechanic	1.00	1.00	1.00	1.00	-
Subtotal	11.00	11.00	10.00	10.00	9.00
Engineering					
City Engineer (P.E.)	1.00	1.00	1.00	1.00	1.00
Engineer	1.00	1.00	1.00	1.00	1.00
Subtotal	2.00	2.00	2.00	2.00	2.00
SUBTOTAL TRANSPORTATION	13.00	13.00	12.00	12.00	11.00

(Continued)

Draft for Review and Discussion Purposes Only - Not to be Reproduced

City of Destin, Florida

City Employees - Last Five Years
(Unaudited)

1 FTE = 2080 hours/year

	2022	2021	Fiscal Year 2020	2019	2018
Community Redevelopment Agency					
CRA Manager (Town Center)	-	-	-	0.25	0.25
CRA Manager (Harbor)	-	-	-	0.25	0.25
Maintenance Technician	-	-	-	1.50	1.50
CRA Finance Administrative Clerk (Town Center)	-	-	0.25	0.25	0.25
CRA Finance Administrative Clerk (Harbor)	-	-	0.25	0.25	0.25
Subtotal	-	-	0.50	2.50	2.25
SUBTOTAL ECONOMIC DEVELOPMENT	-	-	0.50	2.50	2.25
Library					
Library Director	1.00	1.00	1.00	1.00	1.00
Technical Services (Cataloger)	1.00	1.00	1.00	1.00	1.00
Circulation Desk Supervisor	1.00	1.00	1.00	1.00	1.00
Circulation Desk	1.00	1.00	1.00	1.00	1.00
Youth Services Librarian	1.00	1.00	1.00	1.00	1.00
Technology Specialist	1.00	1.00	1.00	1.00	-
Library Assistant (4 PT at 29/40 hrs/week)	2.90	2.90	2.90	2.90	3.63
Subtotal	8.90	8.90	8.90	8.90	8.63
Parks (Includes TDC/Waterfront and FDEP/Leonard Destin)					
Parks and Recreation Director	1.00	1.00	1.00	1.00	1.00
Parks and Recreation Deputy Director	1.00	1.00	1.00	1.00	1.00
Park Supervisor	1.00	1.00	1.00	1.00	1.00
Assistant Park Supervisor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	11.45	11.45	11.45	11.45	11.45
Joe's Bayou Attendant (3 PT at 29/40 hrs/week)	2.18	1.45	1.45	1.45	1.45
Subtotal	18.63	17.90	17.90	17.90	17.90
Morgan Sports Complex					
Recreation Program Coordinator	1.00	1.00	1.00	1.00	2.00
Recreation Assistant II	1.00	1.00	1.00	1.00	1.00
Recreation Assistant (2 PT at 29/40 hrs/week)	1.45	1.45	1.45	1.45	1.45
Field Maintenance Supervisor	-	-	-	-	1.00
Field Maintenance Technician	2.00	2.00	2.00	3.00	3.00
Groundskeeper	1.00	1.00	1.00	1.00	1.00
Scorekeepers (2 PT at 29/40 hrs/week)	1.45	1.45	1.45	1.45	1.45
Subtotal	7.90	7.90	7.90	8.90	10.90
Community Center					
Recreation Supervisor	1.00	1.00	1.00	1.00	1.00
Recreation Assistant II	1.00	1.00	1.00	1.00	1.00
Recreation Assistant (1 FT + 2 PT at 29/40)	2.45	2.45	2.45	2.45	2.45
Program Coordinator	1.00	1.00	1.00	1.00	1.00
Lead Program Coordinator	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	2.00	2.00	2.00	2.00	2.00
Clerk/Receptionist	1.00	1.00	1.00	1.00	1.00
Camp Counselors (4 PT at 29/40 hrs/week)	2.90	2.90	2.90	2.90	2.90
Subtotal	12.35	12.35	12.35	12.35	12.35
SUBTOTAL CULTURE & RECREATION	47.78	47.05	47.05	48.05	49.78
Total budgeted FTEs	109.78	108.34	104.63	107.30	104.78
Total actual FTEs (labor hours/2080)		92.32	86.37	82.09	80.95

Information is provided for the most recent five years as this is the most relevant.

Source: Payroll

OTHER REPORTS

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**INDEPENDENT AUDITORS' 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**

Honorable Mayor and Members of
the City Commission,
City of Destin, Florida

We have audited, in accordance with the 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 financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Destin, Florida (the "City"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 15, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed 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 financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and is listed as item 2022-001 within the Schedule of Findings and Questioned Costs.

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bradenton, Florida
March 15, 2023

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

Honorable Mayor and Members of
the City Commission,
City of Destin, Florida

Report on Compliance For Each Major Federal Program and State Project

Opinion on Each Major Federal Program and State Project

We have audited the City of Destin, Florida's (the "City") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* and the requirements described in the *Department of Financial Services' State Projects Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs and state projects for the year ended September 30, 2022. The City's major federal programs and state financial assistance projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program and State Project

We conducted our audit of compliance 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; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General. Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City's federal and state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Bradenton, Florida
March 15, 2023

CITY OF DESTIN, FLORIDA

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND
STATE FINANCIAL ASSISTANCE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

Federal Agency, Pass-Through Entity, Federal Program	AL No.	Grantors No.	Expenditures
Federal Awards:			
United States Department of the Treasury			
Passed through Florida Department of Environmental Protection Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies	21.015	2020-R14	\$ 586,620
Passed through Florida Department of Emergency Management American Rescue Plan Act	21.027	ARPA1	126,093
			<u>712,713</u>
United States Department of Homeland Security			
Passed through Florida Department of Emergency Management FEMA Grants - Hurricane Michael	97.044	Z0999	37,011
Total United States Department of Homeland Security			<u>37,011</u>
United States Institute of Museum and Library Services			
National Leadership Grant	45.312	CAGML-247804-OMLS-20	22,266
Total United States Department of Transportation			<u>22,266</u>
Total Expenditures of Federal Awards			<u>\$ 771,990</u>
State Agency, Pass-Through Entity, State Program	CFSA No.	Grantors No.	Expenditures
State Financial Assistance:			
Florida Department of Transportation			
Traffic Signal/HWY Light Maintenance	55.039	AQ982	\$ 146,367
Median Maintenance (via Ferrovial)	55.039	4600003522	39,618
Transportation Regional Incentive Program (TRIP)	55.026	G1U39	1,122,678
Total Florida Department of Transportation			<u>1,308,663</u>
Florida Emergency Management			
Hurricane Sally	31.066	160982, 160994, 161318, 161312, 131306	2,056
City of Destin Flood Management Project	31.077	7000.14.045909	83,718
Total Florida Emergency Management			<u>85,774</u>
Florida Department of Environmental Protection			
Operations Leonard Destin Park	37.085	OGC 112	128,991
Total Florida Department of Environmental Protection			<u>128,991</u>
Total Expenditures of State Financial Assistance			<u>\$ 1,523,428</u>

CITY OF DESTIN, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City of Destin, Florida (the “City”), and is presented on the modified accrual basis of accounting.

The information in this schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations (CFR) Part 200, 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. Therefore, some amounts presented in the schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

NOTE 2 – DE MINIMIS INDIRECT COST RATE

The City chose not to use the ten percent de minimis cost rate for the year ended September 30, 2022.

NOTE 3 – NON-CASH AWARDS

The City did not receive non-cash federal awards during the year ended September 30, 2022.

NOTE 4 – CONTINGENCIES

Grant monies received and disbursed by the City are for specific purposes and are subject to review by the grantor agencies. Such audits may result in disallowed expenditures under the terms of the grants. Based upon prior experience, the City does not believe that such disallowances, if any, would be material.

CITY OF DESTIN, FLORIDA

**SUMMARY SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

**SECTION I
SUMMARY OF AUDIT RESULTS**

Financial Statements

Type of report the auditor issued on whether the financial
statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

Material weaknesses identified?

_____ yes X no

Significant deficiencies identified not considered
to be material weaknesses?

_____ yes X no

Noncompliance material to financial statements noted?

 X yes _____ no

Federal Awards

Internal control over major federal programs:
Material weaknesses identified?

_____ yes X no

Significant deficiencies identified not considered
to be material weaknesses?

_____ yes X none reported

Type of auditor's report issued on compliance for
major federal programs:

Unmodified

Any audit findings disclosed that are required to
be reported in accordance with 2 CFR 200.516(a)?

_____ yes X no

Identification of major federal programs:

AL Number

21.015

Name of Federal Program or Cluster

U.S. Department of the Treasury – Resource and
Ecosystems Sustainability, Tourist Opportunities, and
Revived Economies of the Gulf Coast State

Identification of major state financial assistance:

CSFA Number

55.026

Name of State Program

Transportation Regional Incentive Program (TRIP)

Dollar threshold used to distinguish between
Type A and Type B federal and state programs:

\$750,000

Auditee qualified as low-risk auditee?

 X yes _____ no

CITY OF DESTIN, FLORIDA

SUMMARY SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

SECTION II

FINANCIAL STATEMENT FINDINGS AND RESPONSES

2022-001 – State of Florida Investment Compliance

Condition: During the 2022 fiscal year, the Finance Director (Acting as the Investment Officer) did not obtain the necessary eight hours of continuing professional education as required by Florida Statutes.

Criteria: Florida Statute 218.415 requires those responsible for overseeing investments of public funds to obtain annual education.

Cause: Staffing constraints and a cancelled conference caused the Finance Director to not be able to obtain and receive the necessary continuing education during 2022.

Effect: Not obtaining continuing education is a violation of the Florida State Statute

Recommendation: The City should ensure that the Finance Director receives the necessary continuing education, including arranging travel if continuing education cannot be obtained locally.

Response: The City agrees with the recommendation and the Finance Director did received the required continuing education in 2021 and does have plans to obtain it again in 2023.

SECTION III

FEDERAL AWARDS AND STATE PROJECT FINDINGS AND QUESTIONED COSTS

None noted.

CITY OF DESTIN, FLORIDA

**SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

None.

INDEPENDENT AUDITOR'S MANAGEMENT LETTER

Honorable Mayor and Members of
the City Council,
City of Destin, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Destin, Florida (the "City"), as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated March 15, 2023.

Auditor's Responsibility

We conducted our audit 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; the audit requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our 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*; Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 15, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding annual financial report requiring correction.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed within the City's footnotes.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our 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 to identify the specific conditions(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c, Rules of the Auditor General, requires that we determine whether or not a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3 Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Mayor and Members of the City Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Bradenton, Florida
March 15, 2023

INDEPENDENT ACCOUNTANT'S REPORT

Honorable Mayor and Members of
the City Council,
City of Destin, Florida

We have examined the City of Destin, Florida's (the "City") compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2022. Management of the City is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2022 except as noted in finding 2022-001.

This report is intended solely for the information and use of the City and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Bradenton, Florida
March 15, 2023

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**COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)**

FINANCIAL STATEMENTS

**FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2022**

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COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

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FINANCIAL SECTION

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Community Redevelopment Agency of the City of Destin, Florida
Destin, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Community Redevelopment Agency of the City of Destin (the "CRA"), a component unit of the City of Destin, Florida, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the CRA, as of September 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 6 and the required supplementary information on pages 20 and 21 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 15, 2023, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.

Bradenton, Florida
March 15, 2023

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)**

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Community Redevelopment Agency of the City of Destin, Florida (the "CRA") we offer readers of the CRA's financial statements this narrative overview and analysis of financial activities of the CRA for the fiscal year ended September 30, 2022. The CRA is a component unit of the City of Destin, Florida (the "City").

FINANCIAL HIGHLIGHTS

The CRA's liabilities exceed the assets and deferred outflows by \$12,802,342 (net position) and represent an increase in net position of \$1,619,717 from the prior year.

The CRA's governmental funds reported a combined ending deficit fund balance of \$1,194,591, an increase of \$745,561. The fund balance increase was the result of the change in property values.

OVERVIEW OF THE FINANCIAL STATEMENTS

The focus of the Governmental Accounting Standards Board ("GASB") Statement Number 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*, financial statements is on both the City as a whole (government-wide) and on the major individual funds. Both perspectives (government-wide and major funds) allow the user to address relevant questions, broaden a basis for comparison (such as year-to-year and government-to-government), and enhance the City's accountability.

This discussion and analysis intends to serve as an introduction to the CRA's basic financial statements. The basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

Designed to be corporate-like, the *government-wide financial statements* typically consolidate governmental and business-type activities into two columns, which add to a total for the primary government entity. However, the CRA has only governmental activities and, therefore, one column is presented that provides readers with a broad overview of the CRA's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the CRA's assets, deferred outflows, and liabilities with the difference reported as net position. This statement combines and consolidates the governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations. Over time, increases or decreases in net position may serve as a useful indicator of the financial position of the CRA.

The *statement of activities* presents information showing how the CRA's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)**

MANAGEMENT'S DISCUSSION AND ANALYSIS

FUND FINANCIAL STATEMENTS

A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The CRA, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GOVERNMENTAL FUNDS

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of expendable resources, as well as on balances of expendable resources available at fiscal year-end.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented in governmental funds with similar information presented in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenue, expenditures and changes in fund balance provide a reconciliation to facilitate this comparison between the governmental fund and governmental activities.

NOTES TO FINANCIAL STATEMENTS

The notes to the financial statements provide additional information, which is essential to the full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 13 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, over time net position may serve as a useful indicator of a government's financial position. The CRA's liabilities exceed the assets and deferred outflows by \$12,802,342 (net deficit) for the fiscal year ended September 30, 2022.

The overall increase in the CRA's net position was \$1,619,717 during fiscal year 2022. This increase is due to the rise in property values within the CRA districts.

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)**

MANAGEMENT'S DISCUSSION AND ANALYSIS

FINANCIAL IMPACTS

NORMAL IMPACTS

There are three basic factors that impact revenues and expenses as reflected below:

Revenue

Economic Condition – This can reflect a declining, stable, or growing economic environment and has a substantial impact on property.

Market Impacts on Investment Income – The current market conditions have a significant influence on the CRA's investment income.

Expenses

Interest – The marked rate at issuance of long-term debt will have a significant effect on future interest expense.

Current Year Impact – Governmental Activities

Ad valorem property taxes increased \$439,799 (26%), which was caused by the increase of property values within the CRA.

The millage rate was maintained at 1.615 for each of the last six fiscal years.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUND

As noted earlier, the CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Fund. The focus of the CRA's governmental fund is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of September 30, 2022, the CRA's governmental funds reported an ending deficit fund balance of \$1,194,591, which has been financed by the City. This was an increase of \$745,561 from the prior year.

BUDGETARY HIGHLIGHTS

There were no significant variances between the Original and Final budgets adopted for each CRA district. Actual expenditures were lower than the Final budgets.

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)**

MANAGEMENT'S DISCUSSION AND ANALYSIS

DEBT ADMINISTRATION

At September 30, 2022, the CRA had total revenue notes payable of \$11,512,581. The majority of the CRA's debt represents notes secured solely by specified revenue sources (i.e. revenue notes). The CRA has no general obligation or special assessment debt. For general obligation debt greater than one year, the CRA is required to conduct a voter referendum process for approval.

	Table 1 Outstanding Debt Notes Payable		
	Governmental Activities		
	2022	2021	\$ Change
Revenue notes	\$ 11,512,581	\$ 12,383,602	\$ (871,021)

The CRA is repaying its outstanding obligations. The CRA has no legal debt margin requirements set forth by the CRA's Charter or the Florida Statutes.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The CRA is funded by ad valorem taxes through interlocal agreements with the City and Okaloosa County. The two districts within the CRA have different interlocal agreements which outline the different formulas to share ad valorem property revenues based upon the incremental increase in taxable property values. Revenue projections are based on data provided each summer from the County Property Appraiser. Expenditure projections are based upon the CRA master plans as directed by the CRA Board with support from staff and the CRA Committees. Until recent years, nearly all of the revenues were used to pay down debt, with a small amount dedicated to contracts to maintain infrastructure built within the districts and coverage of a small portion of salaries and benefits of support staff. The fiscal year 2023 budget has committed funds to updating the CRA master plans of both districts. The fiscal year 2023 budget considers additional debt to underground overhead utilities within the district. In addition, some of the cash balance accrued to date is planned to be used as matching funds against a grant from the State of Florida to design a linear park to improve multi-modal mobility.

Regional economic indicators were also considered in preparing the 2023 budget.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the CRA's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, 4200 Indian Bayou Trail, Destin, Florida, 32541. The CRA's website address is www.cityofdestin.com.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA

(A Component Unit of the City of Destin, Florida)

STATEMENT OF NET POSITION

SEPTEMBER 30, 2022

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 1,267,936
Total assets	<u>1,267,936</u>
DEFERRED OUTFLOW OF RESOURCES	
Deferred change on refunding	<u>2,874</u>
LIABILITIES	
Current liabilities	
Accounts payable	13,703
Advances from the City of Destin	2,448,824
Accrued interest	98,044
Noncurrent liabilities	
Due within one year	889,795
Due in more than one year	<u>10,622,786</u>
Total liabilities	<u>14,073,152</u>
NET POSITION	
Unrestricted (deficit)	<u>(12,802,342)</u>
Total net position	<u>\$ (12,802,342)</u>

The accompanying notes are an integral part of the financial statements.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA

(A Component Unit of the City of Destin, Florida)

STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

Functions/programs	Expenses	Program Revenues		Net (Expense)
		Charges for	Operating	Revenue and
		Services	Grants and	Changes in
			Contributions	Net Position
				Governmental
				Activities
Governmental activities				
Economic development	\$ 115,329	\$ -	\$ -	\$ (115,329)
Interest and other fiscal charges	338,390	-	-	(338,390)
Total governmental activities	<u>\$ 453,719</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(453,719)</u>
General revenues				
Property taxes				2,072,000
Interest				1,436
Total general revenues				<u>2,073,436</u>
Change in net position				1,619,717
Net position (deficit), beginning				(14,422,059)
Net position (deficit), ending				<u>\$ (12,802,342)</u>

The accompanying notes are an integral part of the financial statements.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA

(A Component Unit of the City of Destin, Florida)

BALANCE SHEET

GOVERNMENTAL FUNDS

SEPTEMBER 30, 2022

	Town Center Fund	Harbor Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 791,675	\$ 476,261	\$ 1,267,936
Total assets	<u>\$ 791,675</u>	<u>\$ 476,261</u>	<u>\$ 1,267,936</u>
LIABILITIES AND FUND BALANCE			
LIABILITIES			
Accounts payable	\$ 6,559	\$ 7,144	\$ 13,703
Advances from the City of Destin	2,448,824	-	2,448,824
Total liabilities	<u>2,455,383</u>	<u>7,144</u>	<u>2,462,527</u>
FUND BALANCE			
Restricted for:			
Community redevelopment	-	469,117	469,117
Unassigned	(1,663,708)	-	(1,663,708)
Total fund balance	<u>(1,663,708)</u>	<u>469,117</u>	<u>(1,194,591)</u>
Total liabilities and fund balance	<u>\$ 791,675</u>	<u>\$ 476,261</u>	<u>\$ 1,267,936</u>

The accompanying notes are an integral part of the financial statements.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
RECONCILIATION OF GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

Total fund balance, General Fund	\$	(1,194,591)
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Amounts reported for the governmental activities in the statement of net position are different because:

Deferred amounts on refunding are not financial resources and, therefore are not reported as assets or liabilities in governmental funds. The statement of net position includes these charges, net of amortization.

2,874

Long-term liabilities are not due and payable in the current period and therefore are not reported in the General Fund.

Notes payable	\$	(11,512,581)
Accrued interest		<u>(98,044)</u>

(11,610,625)

Total net position, governmental activities	\$	<u><u>(12,802,342)</u></u>
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The accompanying notes are an integral part of the financial statements.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	<u>Town Center Fund</u>	<u>Harbor Fund</u>	<u>Total Governmental Funds</u>
REVENUES			
Property taxes	\$ 1,360,169	\$ 711,831	\$ 2,072,000
Interest income	868	568	1,436
Total revenues	<u>1,361,037</u>	<u>712,399</u>	<u>2,073,436</u>
EXPENDITURES			
Current			
Economic environment	76,862	38,467	115,329
Debt service			
Principal	427,021	444,000	871,021
Interest	304,468	37,057	341,525
Total expenditures	<u>808,351</u>	<u>519,524</u>	<u>1,327,875</u>
Net change in fund balance	552,686	192,875	745,561
Fund balance (deficit), beginning	<u>(2,216,394)</u>	<u>276,242</u>	<u>(1,940,152)</u>
Fund balance (deficit), ending	<u><u>\$ (1,663,708)</u></u>	<u><u>\$ 469,117</u></u>	<u><u>\$ (1,194,591)</u></u>

The accompanying notes are an integral part of the financial statements.

Draft for Review and Discussion Purposes Only - Not to be Reproduced

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA

(A Component Unit of the City of Destin, Florida)

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE—GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance, governmental funds:	\$	745,561
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The repayment of the principal of long-term debt consumes the current financial resources of governmental funds, but has no effect on net position. Also governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.

Principal payments	\$	871,021	
Change in accrued interest		3,422	
Amortization of bond premium		<u>(287)</u>	<u>874,156</u>

Change in net position of governmental activities	\$	<u>1,619,717</u>
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The accompanying notes are an integral part of the financial statements.

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**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)**

NOTES TO FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial Reporting Entity

The Community Redevelopment Agency of the City of Destin, Florida (the “CRA”) is governed by a board consisting of seven directors who are the same individuals as those serving as the City of Destin (the “City”) City Council. The terms of office of the directors are concurrent with the terms of the members of the City Council. The CRA was established on March 3, 1998, through City Resolution No. 98-09. Details regarding the data utilized are located in the City of Destin – Community Redevelopment Plan. The CRA delineates two areas as the Harbor CRA and the Town Center CRA.

The Town Center CRA area, encompassing approximately 517 acres, was established by Resolution on March 3, 1998, with a 30-year term that expires on March 2, 2028. The area is located north of US 98 and bounded substantially by Airport Road to the east and north, and Beach Drive on the west.

The Harbor CRA area, encompassing approximately 397 acres, was established by Resolution on June 3, 2003, with a 40-year term that expires on June 2, 2043. It was modified by the terms of an Interlocal Agreement between the City of Destin and Okaloosa County on November 7, 2005 and approved by the Okaloosa County Board of County Commissioners on November 15, 2005. The term of the Redevelopment Area is not renewable without the approval of the County.

Florida State Statute Chapter 163 allows a community redevelopment agency to be created for one or more of the following purposes: the elimination and prevention of blight; the reduction or prevention of crime; the provision of affordable housing; or the rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed. The primary goal of the CRA is to provide a tool that will guide private and public initiatives for creating economic development, improved physical characteristics, encourage investment in Destin, improve the quality of life for residents, and establish a framework for the proper evolution of the CRA District.

The CRA was established in accordance with the Community Redevelopment Act of 1969. This state act allows municipalities to use increases in property tax revenue to finance the necessary public investments in the project area. In accordance with provisions of this act, the CRA developed and implemented a Community Redevelopment Plan to diversify its efforts in the area of economic development of the downtown by improving blighted properties and addressing properties with infrastructure problems.

Funding for redevelopment and restoration projects that are essential for the reduction of slum and blight and the stimulation of private sector revitalization efforts is provided primarily from the tax increment generated by the increased valuation of properties within the community redevelopment area. Increases in property tax revenue above the baseline assessment that was established upon adoption of the Community Redevelopment Plan is set aside in the Community Redevelopment Fund and can be utilized only for projects identified in the plan.

The CRA is a separate entity from the City. However, the City Council of the City of Destin serves as the CRA Board and performs the legislative functions, governing duties and corporate responsibilities of the agency. The City Manager serves as the director of the agency, performs the administrative duties and oversees the day to day operations of the agency. Several City departments, including Development Services, Finance, and Public Works, provide assistance in planning and implementing project activities that are designed to revitalize and restore the identified blighted areas.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)

NOTES TO FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Government-Wide and Fund Financial Statements

The basic financial statements consist of the government-wide financial statements and fund financial statements.

The government-wide financial statements include a statement of net position and a statement of activities. These statements report on the CRA as a whole and provide a complete financial picture of the CRA.

The government-wide statement of net position reports all financial and capital resources of the CRA's governmental activities. Governmental activities are those supported by taxes and intergovernmental revenue. The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Although there were none, program revenues include charges for services that are recovered directly from customers for services rendered. Taxes and other items not properly included among program revenues are reported instead as general revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Since the CRA fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide financial statements, reconciliations are provided that briefly explain the adjustments necessary to reconcile the governmental fund financial statements to the government-wide governmental activities financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses reported when a liability is incurred, regardless of the timing of related cash flows. Tax increment financing from property taxes are recognized as revenue in the year when levied.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are generally recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the CRA considers revenues to be available if they are collected within 60 days of the end of the fiscal year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due.

D. Deposits

The CRA considers cash on hand, cash with fiscal agents, and overnight investments with original maturities of less than three months to be cash and cash equivalents. The CRA also maintains its own bank account which is used for the majority of CRA transactions.

E. Receivables

Receivables consist of trade receivables and amounts due from other governments and are recorded net of any allowance for uncollectible amounts, if applicable.

Activity between the CRA and the City that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year (if any) are reported as "advances to/from the primary government." All other outstanding balances between the CRA and City (if any) are reported as "due to/from the primary government."

F. Deferred Outflows/Inflows of Resources

Deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. At September 30, 2022, the CRA had \$2,874 recorded as deferred charge on refunding.

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)**

NOTES TO FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Long-Term Obligations

In the government-wide financial statements, long-term obligations are reported as liabilities in the statement of net position.

H. Fund Balance/Net Position

In fund financial statements, the governmental funds report fund classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints imposed on the use of resources reported. Amounts that are restricted to specific purposes either by: (a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation are classified as restricted fund balances. Amounts that can only be used for specific purposes pursuant to constraints imposed by the Board of Directors through a resolution are classified as committed fund balances. These constraints remain binding unless removed or changed in the same manner employed to commit those resources by resolution. Amounts that are constrained by the CRA's intent to be used for specific purposes, however, are neither restricted, nor committed are classified as assigned fund balances. Assignments are approved by the Executive Director.

Non-spendable fund balances include amounts that cannot be spent because they are either: (a) not in spendable form, or (b) legally or contractually required to be maintained intact. Unassigned fund balance represents an amount that has not been restricted, committed, or assigned to specific purposes within the governmental funds. When both restricted and unrestricted fund balances are available for use, it is the CRA's policy to use restricted fund balance first, then unrestricted fund balance. Furthermore, committed fund balances are reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

Net position of the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. The first category represents capital assets net of accumulated depreciation, less outstanding debt related to the acquisition or construction of the capital assets.

The restricted category, if any, represents the balance of assets restricted by requirements of revenue bonds and other externally imposed constraints or by legislation. Unrestricted net position represents resources that are available for spending.

I. Budgetary Data

Budgets are adopted on a basis consistent with GAAP for the current fiscal year. For the year ended September 30, 2022, annual appropriated budgets were adopted by ordinance for the governmental funds. All appropriations lapse at year-end except for appropriations related to multi-year capital projects.

The CRA follows these procedures to establish the budgetary data reflected in the financial statements:

1. Prior to September 1st, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1st. The operating budget includes proposed expenditures and revenue sources. The City Council requires changes as deemed necessary, sets proposed millages, and establishes dates for tentative and final public budget hearings as prescribed by Florida Statutes.
2. Proposed budgets are advertised in a newspaper of general circulation in the City. Public hearings are conducted for the purpose of receiving input, responding to complaints, and providing reasons and explanations for intended actions to all citizens participating.
3. Prior to October 1st, the budgets for all governmental funds are legally enacted through passage of an ordinance. Budget amendments are periodically passed through resolutions during the fiscal year. Budgeted beginning fund balance in the accompanying financial statements reflects planned utilization of prior years unassigned fund balance to the level required to accomplish current year objectives.

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)**

NOTES TO FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Budgetary Data (Continued)

4. Budgetary control (the level which expenditures cannot legally exceed the appropriated amount) is maintained by the City Manager at the fund level and may be amended as necessary during the fiscal year.
5. Budgeted amounts reflected in the financial statements are originally adopted amounts as amended by the City Council or by City Manager in accordance with applicable City ordinances.
6. Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditures of resources are recorded in order to reserve that portion of the applicable appropriation, is employed in the governmental funds. Encumbrances outstanding at year-end are included in the reported components of fund balances and do not constitute expenditures or liabilities because the commitments will be appropriated and honored during the subsequent year.

J. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and deferred outflows of resources, and liabilities and deferred inflows of resources, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 2 – TAX INCREMENT REVENUE

The primary source of revenue is tax increment funds received through the City of Destin and Okaloosa County. The revenue from the City is treated as property taxes, while the remainder is recorded as intergovernmental revenue – tax increment financing.

NOTE 3 – DEPOSITS AND INVESTMENTS

At September 30, 2022, the bank balances of the CRA's deposits were \$1,277,553. All of the CRA's public deposits are held in qualified public depositories pursuant to Florida Statutes, Chapter 280, *Florida Security for Public Deposits Act*. Under the Act, all qualified public depositories are required to pledge eligible collateral having a market value equal to or greater than the average daily or monthly balance of all public deposits, times the depository's collateral pledging level. The pledging level may vary depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in default. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)

NOTES TO FINANCIAL STATEMENTS

NOTE 4 – INTERFUND ACTIVITY

Balances between the CRA and the City of Destin as of year-end were as follows:

	<u>Advance From</u>	<u>Advance To</u>
City of Destin	\$ 2,448,824	\$ -
Community Redevelopment Agency	-	2,448,824
	<u>\$ 2,448,824</u>	<u>\$ 2,448,824</u>

During the year, the CRA transfers funds to the City for debt service requirements. Transfers in the amount of \$1,212,546 have been reflected as debt service payments of principal (\$871,021) and interest (\$341,525) within these financial statements.

NOTE 5 – LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities for the year ended September 30, 2022:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<u>Governmental activities:</u>					
Notes payable:					
Town Center Area Redevelopment Refunding Revenue Note, Series 2014	\$ 8,926,602	\$ -	\$ (427,021)	\$ 8,499,581	\$ 441,795
Non-Ad Valorem Refunding Revenue Note, Series 2021	3,457,000	-	(444,000)	3,013,000	448,000
Total governmental activities long-term liabilities	<u>\$ 12,383,602</u>	<u>\$ -</u>	<u>\$ (871,021)</u>	<u>\$ 11,512,581</u>	<u>\$ 889,795</u>

Town Center Area Redevelopment Refunding Revenue Note, Series 2014

Effective March 11, 2014, the City closed on a \$11,871,000 note payable issued for the purpose of refunding certain outstanding debt of the City. Interest payments are due semiannually on June 1 and December 1 with the principal payments due on June 1. The note carries an interest rate of 3.41%. On June 8, 2015, the City reissued the bonds to extend the repayment period by ten years. The final payment is now due on June 1, 2037. The net proceeds of the Series 2014 revenue note were used to refund the Capital Improvement Revenue Bonds, Series 2005.

The Town Center Area Redevelopment Refunding Revenue Note, Series 2014 ordinance provides for establishment and maintenance of various funds maintained by the City:

- Town Center Area Redevelopment Revenue Special Revenue Fund records pledged revenues consisting of the ad valorem tax increment revenue;
- Town Center Area Redevelopment Revenue Note Series 2014 Debt Service Fund records all the debt service requirements of the issue which includes the principal, interest and reserve requirements.

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)**

NOTES TO FINANCIAL STATEMENTS

NOTE 5 – LONG-TERM LIABILITIES (CONTINUED)

Restrictions on the use of cash accumulated in the Town Center Area Redevelopment Revenue Note, Series 2014, Special Revenue Fund, in order of priority, are as follows:

- Deposits to the Sinking Fund accounts are to be used to pay debt service on the 2014 Note and will be spent within a 12-month period beginning on the date of deposits. Moneys in the Sinking Fund will be depleted at least once a year except for a reasonable carryover amount not in excess of and one-twelfth (1/12) of the annual debt service on the 2014 Note for the preceding year.

Non-Ad Valorem Refunding Revenue Note, Series 2021

Effective May 21, 2021, the City closed on a \$9,905,000 note payable with Key Government Finance, Inc. Interest and principal payments are made monthly. The note carries an interest rate of 1.139% and the final payment is due March 15, 2029.

The Non-Ad Valorem Refunding Revenue Note, Series 2021 ordinance provides for:

- Financing the acquisition of certain real property within the City to be used to expand public beach access. The 2021 series included \$2,819,000 of new debt issued to assist in the acquisition of two parcels of land in the Crystal Beach area that will be used to expand public beach access. Council has committed Okaloosa Half-Penny local discretionary infrastructure surtax funds to increasing public beach access, and these funds will be used to repay this portion of the debt.
- Refunding certain debt obligations. The 2021 series refunded the Non-Ad Valorem Refunding Revenue Note, Series 2015A which was paying 2.71% and was scheduled to mature November 1, 2029 (\$3,489,000), and the Harbor CRA Second Replacement, Series 2009 Note, As Restructured September 19, 2015 which was paying 2.84% and was scheduled to mature July 31, 2029 (\$3,597,000).
- Pledging certain funds to secure payment. This note is secured by the City's covenant to budget and appropriate Non-Ad Valorem Revenues and is subject to an anti-dilution test. The anti-dilution test states that net available non-ad valorem revenues should be maintained at 1.25 or higher of maximum annual debt service. This ratio was 6.8 as of September 30, 2022.

A summary of annual debt service requirements as of September 30, 2022 is as follows:

Fiscal Year			
Ending	Principal	Interest	Total
2023	\$ 889,795	\$ 321,831	\$ 1,211,626
2024	913,081	301,606	1,214,687
2025	928,896	280,825	1,209,721
2026	957,258	259,443	1,216,701
2027	974,186	237,429	1,211,615
2028 - 2032	3,523,075	867,185	4,390,260
2033 - 2037	3,326,291	347,992	3,674,283
	<u>\$ 11,512,582</u>	<u>\$ 2,616,311</u>	<u>\$ 14,128,893</u>

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)

NOTES TO FINANCIAL STATEMENTS

NOTE 6 – COMMITMENTS AND CONTINGENCIES

Grants

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the State of Florida. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the CRA expects such amount, if any, to be immaterial.

Litigation and Other Matters

The CRA is also the defendant in various claims, generally concerning development issues. In the opinion of management, any future costs associated with these claims will not have a significant adverse effect on the accompanying financial statements, and accordingly, no provision for losses has been recorded.

Risk Management

The Agency purchases insurance coverage through commercial insurance carriers to cover liability, workers' compensation, automobile, personal property, marine equipment and crime/fidelity risks. The CRA's liability and workers' compensation policies are retrospective policies that require adjusted premium calculations following the end of the policy period; however, the CRA does not retain any risk of loss through these coverages. All policies have been maintained for several years without reductions in coverage. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

Remedies for Default

As part of notes payable there are terms in such agreements that state if the CRA were to default on such agreements that all payments are to become current.

NOTE 7 – SUBSEQUENT EVENTS

The CRA has evaluated all subsequent events through March 15, 2023 the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

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COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL-HARBOR FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Original Budget	Final Budget	Actual Amount	Variance With Final Budget
Revenues				
Property taxes	\$ 712,618	\$ 712,618	\$ 711,831	\$ (787)
Interest	300	300	568	268
Total revenues	<u>712,918</u>	<u>712,918</u>	<u>712,399</u>	<u>(519)</u>
Expenditures				
Current				
Economic development	157,979	158,179	38,467	119,712
Debt service				
Principal	444,000	444,000	444,000	-
Interest	<u>37,057</u>	<u>37,057</u>	<u>37,057</u>	<u>-</u>
Total expenditures	<u>639,036</u>	<u>639,236</u>	<u>519,524</u>	<u>119,712</u>
Change in fund balances	73,882	73,682	192,875	119,193
Fund balances, beginning	<u>276,242</u>	<u>276,242</u>	<u>276,242</u>	<u>-</u>
Fund balances, ending	<u><u>\$ 350,124</u></u>	<u><u>\$ 349,924</u></u>	<u><u>\$ 469,117</u></u>	<u><u>\$ 119,193</u></u>

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL-TOWN CENTER FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Original Budget	Final Budget	Actual Amount	Variance With Final Budget
Revenues				
Property taxes	\$ 2,069,690	\$ 2,069,690	\$ 1,360,169	\$ (709,521)
Interest	1,601	1,601	868	(733)
Total revenues	<u>2,071,291</u>	<u>2,071,291</u>	<u>1,361,037</u>	<u>(710,254)</u>
Expenditures				
Current				
Economic development	151,257	153,257	76,862	76,395
Debt service				
Principal	427,021	427,021	427,021	-
Interest	304,397	304,397	304,468	(71)
Total expenditures	<u>882,675</u>	<u>884,675</u>	<u>808,351</u>	<u>76,324</u>
Change in fund balances	1,188,616	1,186,616	552,686	(633,930)
Fund balances (deficit), beginning	<u>(2,216,394)</u>	<u>(2,216,394)</u>	<u>(2,216,394)</u>	<u>-</u>
Fund balances (deficit), ending	<u><u>\$ (1,027,778)</u></u>	<u><u>\$ (1,029,778)</u></u>	<u><u>\$ (1,663,708)</u></u>	<u><u>\$ (633,930)</u></u>

OTHER REPORTS

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**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**

Board of Directors and Executive Director
Community Redevelopment Agency of the City of Destin, Florida
Destin, Florida

We have audited, in accordance with the 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 financial statements of the governmental activities and each major fund of the Community Redevelopment Agency of the City of Destin, Florida (the "CRA"), (a component unit of the City of Destin, Florida), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated March 15, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed 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 financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bradenton, Florida
March 15, 2023

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)

SCHEDULE OF FINDINGS AND RESPONSES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

SECTION I
SUMMARY OF AUDIT RESULTS

Financial Statements

Type of report the auditor issued on whether the financial
statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

Material weaknesses identified?

____ Yes X No

Significant deficiencies identified not considered
to be material weaknesses?

____ Yes X None reported

Noncompliance material to financial statements noted?

____ Yes X No

Federal Awards and State Financial Assistance Projects

The CRA did not expend \$750,000 in federal or state funds during its fiscal year ended September 30, 2022.

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES

None reported.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

None.

INDEPENDENT AUDITOR'S MANAGEMENT LETTER

Board of Directors and Executive Director
Community Redevelopment Agency of the City of Destin, Florida
Destin, Florida

Report on the Financial Statements

We have audited the financial statements of the Community Redevelopment Agency of the City of Destin, Florida (the "CRA"), (a component unit of the City of Destin, Florida) as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated March 15, 2023.

Auditor's Responsibility

We conducted our audit 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 Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our 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 Standard* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 15, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding annual financial report requiring correction.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The CRA has made these disclosures in the notes to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Board of Trustees and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Bradenton, Florida
March 15, 2023

INDEPENDENT ACCOUNTANT'S REPORT

Board of Directors and Executive Director
Community Redevelopment Agency of the City of Destin, Florida
Destin, Florida

We have examined the Community Redevelopment Agency of the City of Destin, Florida (the "CRA"), (a component unit of the City of Destin, Florida) compliance with Sections 218.415, 163.387(6), and 163.387(7), Florida Statutes, during the year ended September 30, 2022. Management of the CRA is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the CRA's compliance with specified requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2022.

This report is intended solely for the information and use of the CRA and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Bradenton, Florida
March 15, 2023

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: March 16, 2023

SUBJECT: Discussion on Code Amendment for Code Compliance Lien Reduction Requests

I. BACKGROUND: Lately, the Council has been asked to review multiple code compliance lien reduction requests, which requests are authorized by the City Code. However, notwithstanding this Code authorization, the City Code does not currently contain guidelines or criteria that might help the City Council in making the determinations. On January 3, 2023, the City Council directed that proposed code compliance lien reduction Code provisions be brought back to the City Council for consideration before the end of March. Therefore, the following policy is being brought back to Council for consideration.

II. DISCUSSION: The following is a recommenced amendment to the City Code of Ordinances. If acceptable, it will be put in ordinance form and advertised to go before the City Council for formal consideration at public hearings.

PENALTY REDUCTION MATRIX CHART:

**Length of time the Violation Remained Non-Percentage Reduction
 Compliant with Special Magistrate's Order**

Up to 1 Year	Reduction up to no more than 30% of lien amount
More than 1 Year, up to 2 years	Reduction up to no more than 25% of lien amount
More than 2 Years, up to 5 years	Reduction up to no more than 10% of lien amount
More than 5 Years, up to 10 years	Reduction up to no more than 5% of lien amount
More than 10 Years, up to 15 years	Reduction up to no more than 2% of lien amount

More than 15 years

None

The following criteria must be considered in order for the City Council to reduce a lien imposed by the special magistrate in a code compliance case:

- (1) The amount of any administrative and out-of-pocket costs incurred by the city which are directly associated with the underlying code enforcement case and lien including, but not limited to, code enforcement staff and attorney time, postage, advertising and recording costs, and other city expenses related to any measure taken by the code enforcement board or special magistrate or city to abate a nuisance caused by the violation;
- (2) The gravity and number of the violation(s);
- (3) The amount of the requested reduction;
- (4) Whether the applicant was responsible for the violation which caused the lien;
- (5) Whether the applicant is or will be a bona fide purchaser of the subject property and is filing or has filed for a homestead exemption evidencing a desire to reside within the city on a non-transient basis, or whether the property is or will be acquired for investment or other purposes;
- (6) Whether the applicant acquired the subject property with knowledge of the subject lien;
- (7) The time in which it took to bring the property into compliance;
- (8) The accrued amount of the code compliance fine or lien as compared to the current market value of the property;
- (9) With respect to a speculator, non-homestead purchaser of the subject property, the accrued amount of the code compliance fine or lien as compared to the investment/profit that will be gained as a result of the purchase or sale of the property and the reduction or satisfaction;
- (10) Any previous or subsequent code violations pertaining to the property unless an order finding a violation is under appeal at the time of determination;
- (11) Any previous or subsequent code violations of the applicant pertaining to other properties owned within the city, unless an order finding a violation is under appeal at the time of determination;
- (12) Any relevant information contained in any title policy required to be submitted to the city under this section;
- (13) Any demonstrated financial hardship;
- (14) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine; and
- (15) Any other administrative review criteria relevant to whether it is equitable to reduce or release a lien which are adopted by the city manager, in writing, and are intended to be applied to all applications on a uniform basis.

A. Link to Strategic Goals / Objectives: Goal No. 1, Strategic Plan

Financially sound city providing service excellence

B. Effect on Budget (EOB): Money paid for liens will be placed in the General Fund.

C. Level of Service (LOS):

D. Legislative Sponsor: City Council on January 3, 2023

III. CONCLUSION: The City Code does not currently contain guidelines or criteria that might help the City Council in making the determinations. Adoption of a Code will allow for fair and consistent decisions, while encouraging code compliance and more efficient payment of liens.

IV. RECOMMENDED MOTION: I move to direct the City Land Use Attorney to prepare an ordinance establishing the code compliance lien reduction as proposed (or with the following modifications: _____).

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Jeffrey Cozadd, Grants Manager

DATE: January 26, 2023

SUBJECT: Acquisition of Property for the Crosstown Connector

I. BACKGROUND: The Beach Drive to Benning Drive road project is the last unconnected leg of the City's Crosstown Connector, an east-west corridor intended to relieve traffic congestion on U.S. Highway 98. There are several properties located within the project area that will require purchase by the City, both complete and partial acquisitions.

At its regular meeting May 17, 2021, Council approved a contract amendment with Atkins of North America that provided for property acquisition assistance to allow the City to purchase properties that will be needed for the completion of the Crosstown Connector.

II. DISCUSSION: Atkins' consultant, Ms. Marsha Hayes, has been working to acquire Purchase Agreements for the needed properties. She has secured Purchase Agreements for the following properties: 700 Legion Drive and 609 Sandalwood Drive. Copies of the signed agreements are included with this agenda item.

Appraisals for the 700 Legion properties are attached. Appraisals were obtained during the Fall of 2021 and April of 2022. Title commitments have been ordered through the City Attorney's office and First American Title Company is working on producing them. If approved by City Council, these Agreements will be fully executed, and staff will proceed to close with a General Warranty Deed, survey, title policy, and other such declarations as are typical for real estate closing. Two appraisals are provided for 700 Legion as required by state statute because the value is above \$500,000.

Also included is a purchase agreement and appraisal for 609 Sandalwood Drive.

The following should be considered as estimated costs associated with the closings of the referenced properties:

700 Legion Drive:

Purchase of Property - \$622,500

*Closing Costs on Purchase - \$5,000

Relocation - Land Lord Eligibility (LLE) Reestablishment for 3 Units - up to \$75,000 (\$25,000 each)

Relocation - Tenant Rent Supplement/Down Payment - \$0.00 (Does not meet Citizenship Requirements)

Relocation - Tenant Move Costs - \$0.00

Total Costs - \$702,500.00

609 Sandalwood:

Purchase of Property - \$360,000

*Closing Costs on Purchase - \$5,000

Relocation - Land Lord Eligibility (LLE) Reestablishment - up to \$25,000

Relocation - Tenant Rent Supplement/Down Payment - \$64,672.44

*Relocation - Tenant Move Costs - \$5,000

Total Costs - \$459,672.44

A. Link to Strategic Goals / Objectives: Important Priorities 1.3 Complete two-lane Crosstown Connector

B. Effect on Budget (EOB): FDOT TRIP funding is being used for these purchases.

Acquisition costs and other expenses for these properties will total approximately \$1,162,172.44. Staff recommends demolition of structures on these properties should be scheduled as soon as possible after closing to decrease expenditures for utility base fees and to lower property insurance expenses.

	30554133	31554132	31554031	3155403
	FDOT TRIP	Road Impact Fees	Gas Tax #2	Multi-Mo Fees
565000-EN615 capital project-XTownConnector	\$ 1,337,809	\$ 1,600,000	\$ 500,000	\$ 140,000
FY23 Adopted Budget*	1,337,809	1,600,000	500,000	140,000
PY Rollforwards for Open Encumbrances	239,177	42,581	-	-
Grant Increase	1,800,000	-	-	-
Revised Budget	3,376,986	1,642,581	500,000	140,000
Previous Expenses/Encumbrances	(968,729)	(42,581)	-	-
Available Program Budget	2,408,257	1,600,000	500,000	140,000
This Agreement +(-)	(1,162,172)	-	-	-
FY23 Remaining Program Budget	\$ 1,246,085	\$ 1,600,000	\$ 500,000	\$ 140,000

**FY23 Adopted Budget includes Budget for Prior Year Encumbrances*

In addition, property insurance and utilities will need to be paid for this property until the buildings are demolished. The Insurance on each unit is approximately \$800/year. Utilities are approximately \$1500/year for each unit.

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

D. Legislative Sponsor:

III. CONCLUSION: This represents another important step in the acquisition of the necessary properties for the Crosstown Connector.

IV. RECOMMENDED MOTION: 700 Legion Drive: I move that the City Council approve the purchase of 700 Legion Drive and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass)

609 Sandalwood Drive: I move that the City Council approve the purchase of 609 Sandalwood Drive and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass)

Attachments:

1. 700 Legion Drive - Offer and Purchase Agreement - Settlement - 2-20-23(1)
2. Appraisal 1 700 Legion
3. Appraisal 2 700 Legion
4. 609 Sandalwood Drive - Offer and Purchase Agreement - Executed 3-2-23
5. 609 Sandalwood Dr Destin FL 32541


 CITY OF DESTIN
OFFER AND PURCHASE AGREEMENT

 AGENCY: City of Destin
 PROJECT: Destin Connector
 COUNTY: Okaloosa
 PARCEL NO.: 700 Legion Drive

Seller: Beverlycole Enterprises, LLC
Buyer: City of Destin

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Property Tax ID No. 00-2S-22-2335-0000-0130; 0.32 AC

 (b) Estate being purchased: ☒ Fee Simple
 ☐ Permanent Easement
 ☐ Temporary Easement
 ☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: Total Acquisition to include 2,280 SF triplex and all improvements.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

 Property owned by others described as: None.
 is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE
(a) Real Property

Land/Improvements	1. \$	<u>622,500.00</u>
Real Estate Damages	2. \$	<u>0.00</u>
(Severance/Cost-to-Cure)		<u>0.00</u>
Incentive Offer	3. \$	<u>0.00</u>

Total Real Property	4. \$	<u>622,500.00</u>
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(b) Total Personal Property	5. \$	<u>0.00</u>
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Total Purchase Price (Add lines 4 and 5)	\$	<u>622,500.00</u>
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(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.	\$	<u>622,500.00</u>
---	----	-------------------

(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.	\$	<u>0.00</u>
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Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.
III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title

standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

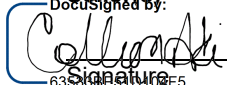
- (c) Seller shall maintain the property described in **Section I** of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation(s) Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) prior to or upon receiving payment for the outdoor advertising structure(s).
- (f) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.
- (h) Other:

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)
DocuSigned by:

6350A0517-50412...

Beverlycole Enterprises, LLC
Type or Print Name under signature

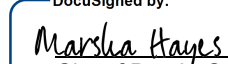
Signature

Date

Type or Print Name under signature

Buyer

City of Destin
BY: _____
Signature Date

DocuSigned by:

0259A00517-50412...

City of Destin Consultant Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, 20__.

BY: _____
Signature Date

Type or Print Name and Title under signature

This document delivered by Marsha Hayes, SR/WA – HCS, LLC 2/20/23
Date
This document received by Colleen E. Aki, Beverlycole Enterprises, LLC 2/20/23
Date

**SIGNATURE ADDENDUM**

SELLER(S):

Signature Date_____
Type or Print Name under signature

Signature Date_____
Type or Print Name under signature

Signature Date_____
Type or Print Name under signature

Signature Date_____
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Signature Date_____
Type or Print Name under signature

APPRAISAL REPORT

**Parcel 8-Lowe
700 Legion Dr.**

located in
City of Destin, Okaloosa County, Florida

Value as of August 5, 2021

Prepared for

Marsha Hayes, SR/WA
Hayes Consulting Services, LLC
Post Office Box 796
Chipley, Florida 32428

Prepared by

Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser, RZ2405
American Acquisition Group
711 North Sherrill Street, Suite B
Tampa, Florida 33609
scross@americanacquisition.com
407-883-6288

CERTIFICATE OF VALUE

Project Name: Destin Bypass Road Phase I
County: Okaloosa
Parcel No.: Parcel 8-Lowe

1. The statements of fact contained in this appraisal are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraisal or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions or conclusions were developed, and this appraisal has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this report.
9. I understand that this appraisal is to be used in connection with the purchase of lands by the City of Destin for the Destin Bypass Road project.
10. This appraisal has been made in conformity with appropriate State laws, regulations, policies, and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Pinellas County, and I will not do so until so authorized by them, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal and all maps, data, summaries, charts, and other exhibits collected or prepared under this agreement shall become the property of Pinellas County without restriction or limitation on their use.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the property appraised as of the 5th day of August 2021, is: \$570,000.
Market value should be allocated as follows:

LAND AREA: (Acres) 0.32 acre
LAND USE: (HABU as vacant) Multi-Family Residential

FINAL CONCLUSION OF MARKET VALUE: \$570,000

August 16, 2021
DATE



Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser RZ2405

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ADDENDUM

Okaloosa County Property Appraiser Property Card
Sales Map
Comparable Land Sale Data Sheets
Qualifications of Appraiser

QUALIFYING ASSUMPTIONS AND SPECIAL CONDITIONS

The appraisal herein and valuation found is conditioned on the following:

1. The legal description referred to in this report was based on information furnished by the client and is assumed to be correct.
2. Ownership data is based on Okaloosa County Property Appraiser's website and the client and is assumed to be correct.
3. It is assumed that the title to the property is good and marketable. Further, the property is appraised as owned in fee simple and as if unencumbered by mortgages, taxes or other indebtedness.
4. The parent tract land size reported was based on the sketch and legal, the plats and property appraiser's records and the client. The maps and sketches contained in the appraisal report are included to assist the reader in visualizing the property, and we assume no responsibility for their accuracy.
5. No guarantee is made as to the reliability of information, estimates and opinions of others furnished to the appraiser and used in preparing this report were assumed to be reliable and true and correct. Reasonable effort was made to confirm this information. However, no liability is assumed on account of errors or inaccuracies of such estimates or opinions.
6. No liability is assumed on matters of legal character affecting the property.
7. No information was made available as to the underlying soil conditions. It is assumed that the soil conditions are satisfactory for the development or continued use of the property to its highest and best use.
8. The estimate of physical condition of the various improvements appraised, if any, was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of same.
9. The appraisal report covers the premises described only. No figures, analyses or unit values set out herein are to be construed as applicable to any other property.
10. No environmental risk audit for the subject property or surrounding lands has been provided for our use. However, this appraisal specifically assumes no environmental hazards or contamination, including radon, exists on or around the subject property.
11. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and zoning laws, unless non-compliance is stated, defined and considered in the appraisal report.
12. The appraiser is not required to give expert testimony or attend court by reason of the appraisal with reference to the subject property unless previous arrangements have been made.

13. Fee for investigation and report is not contingent upon the values found.
14. Contract for appraisal is completed upon the delivery of the Certificate.
15. Neither all nor part of the contents of this appraisal shall be conveyed to the public through advertising, public relations media, news, sales or other without the prior written consent and approval of the author, particularly as to valuation conclusions and the identity of the appraiser.
16. The Competency Provision of the Uniform Standards of Professional Appraisal Practice requires an appraiser to identify the appraisal problem prior to accepting the assignment and have the knowledge and experience to complete the assignment competently or take appropriate steps to become competent to complete the assignment. As detailed in the statement of qualifications, the appraiser has adequate knowledge and experience to complete the appraisal assignment. Furthermore, no facts or conditions have been discovered during the preparation of this appraisal that indicates any change in the assignment as previously conceived.

SPECIAL LIMITING CONDITIONS

17. The appraisal report is presented in a Narrative Report format in accordance with the Uniform Standards of Professional Appraisal Practice. As such, sufficient information is presented in each report to enable the client and other intended users, as identified, to understand the report properly. The client is Marsha Hayes, SR/WA of Hayes Consulting Services, LLC representing the City of Destin.

18. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicted on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Hypothetical Condition

“a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis. - None

Extraordinary Assumption

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

I was unable to inspect the interior of the house. It is assumed that the interior is in good condition. If this assumption is not true it could have an effect on the value conclusion.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Type:	Multi-Family	
Existing Use:	Residential Triplex	
Property Owner Name:	Fred H. Lowe Family Partners	
Mailing Address:	700 Legion Dr. Destin, FL 32541	
Property Location:	700 Legion Dr. Destin, FL 32541	
Okaloosa County Property Appraiser		
Tax I.D. Number:	00-2S-22-2335-0000-0130	
Lot Size:	0.32 acres	
Future Land Use:	MDR, Medium Density Residential by Destin, FL	
Zoning:	MDR-V, Medium Density Residential-Village, by Destin, FL	
Highest and Best Use:	Continued use as a Triplex, a three-unit multifamily structure	
Property Inspection Dates:	August 5, 2021	
Present at Inspection:	Stephen J. Cross, SR/WA	
Extent of Inspection:	The extent of the field inspection during the formal property inspection included an inspection of the parent tract and the exterior of the triplex. The interior was not inspected. No one showed up for the inspection or answered the doors to allow an inspect the interior.	
Date of Value:	August 5, 2021	
Date of the Report:	August 16, 2021	
Estimated Market Value(s) of the Subject Property:	Total Estimated Market Value	\$570,000

TYPE OF APPRAISAL AND REPORT FORMAT

This analysis is in an Appraisal Report format in conformity with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice.

The Appraisal Report will consider the subject property as currently improved with a townhome. A discussion of the subject as vacant and as currently improved will be in the highest and best use section of the report. Therefore, only the Sales Comparison Approach “as improved” will be utilized for the valuation of the parent tract.

APPRAISAL PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL

The purpose of this appraisal is to estimate market value of the subject property. The intended use is for acquisition of the subject for City of Destin’s roadway project. The intended user of the appraisal is Marsha Hayes, SR/WA with Hayes Consulting Services, LLC.

DEFINITION OF MARKET VALUE

The source of the definition of Market Value is the Florida Supplemental Standards (Florida State Road Department v. Stack, 231 So. 2d 859 Fla., 1st DCA 1969):

“Value’ as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.”

PROPERTY RIGHTS (INTEREST) APPRAISED

The interest appraised is the Fee Simple Estate. Fee Simple Estate is defined as “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat”.¹ This interest considers all easements and restrictions of record.

Public and Private Restrictions:

I have found no public or private restrictions which would appreciably affect the value of title to, or the marketability of, the subject property.

Encumbrances:

None known that are estimated to have a measurable net impact on the marketability or utility of the subject property.

Non-Realty Items Appraised

None.

¹ The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010 Edition, page 78

SCOPE OF APPRAISAL ANALYSIS

The scope of work provides the necessary research and analysis to prepare an appraisal report that will produce credible assignment results in accordance with its intended use, the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

Professional appraisal assistance and sub-consultants if used are named in the Addendum to Certificate of Value. The depth of discussion contained in this report is specific to the needs of the client and to the intended use stated within the appraisal report.

Appraisal Report Presentation

The reporting presentation is an Appraisal Report, which complies with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The Appraisal Report will consider the subject as improved with a townhome. It presents summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinions of market value.

Valuation Methodology (Applicable Approaches)

I have utilized the Sales Comparison Approach "as improved" to value the subject. The Sales Comparison "as vacant" and the Income Capitalization Approach, were not applicable in the valuation of the subject property.

Inspection of Subject Property

The formal property inspection consisted of inspecting the subject property as well as photographing the subject.

Data Collected, Confirming and Reporting

Numerous resources were relied on for data research and pertinent information of the subject property. These include:

- maps provided by client.
- Public records and online resources of various counties and other websites and services.

Within appropriate areas of the appraisal report, the above information is reported. Market data sheets were prepared with the information obtained during the research and verification process and are included in the Addenda of this appraisal.

APPRAISAL PROBLEM

The appraisal problem consists of estimating the market value of the subject parent tract, located at 700 Legion Dr., Destin, Florida. The subject is currently improved with a triplex on a 0.32 ac lot.

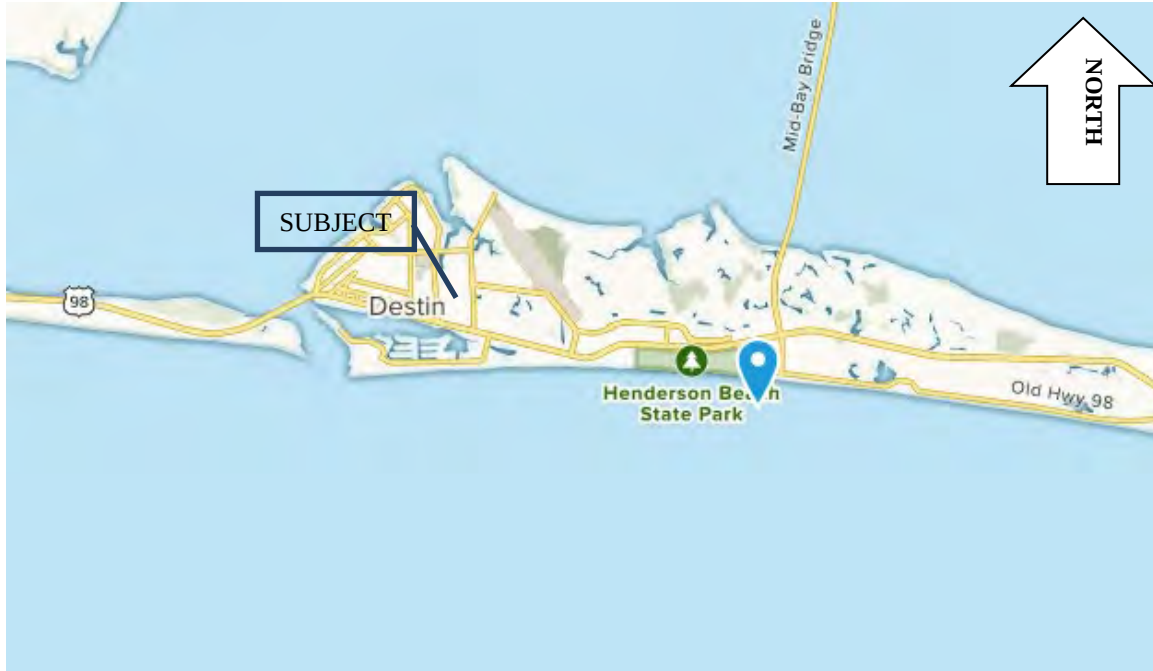
IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

The subject property is located in the City of Destin, Florida. The property has a street address of 700 Legion Dr., Destin, FL. It is further identified as part of Okaloosa County Tax I.D. 00-2S-22-2335-0000-0130

Lot 13, Skeeter Subdivision, according to the map or plat thereof as recorded in Plat Book 6, Page 10, of the Public Records of Okaloosa County, Florida



NEIGHBORHOOD AREA ANALYSIS



Intended users of this appraisal report are considered familiar with the subject property's location, neighborhood, market area, and the greater Panhandle area of Florida.

The city of Destin is located on a peninsula separating the Gulf of Mexico from Choctawhatchee Bay. The peninsula was originally an island; hurricanes and sea level changes gradually connected the island to the mainland.

Destin is near several other cities in the region. The city of Fort Walton Beach is located to the west at the inlet of Santa Rosa Sound into Choctawhatchee Bay. North of Destin, across the bay is Niceville, with the Mid Bay Bridge linking the two by road. U.S. Route 98 is the main route through the city, running from west to east. U.S. Route 98 leads east 56 mi to Panama City and west 48 mi to Pensacola. Eglin Air Force Base and Hurlburt Field are located just west of Destin.

At the western tip of the peninsula is East Pass (also known as Destin Pass), separating it from Santa Rosa Island to the west. East Pass is the only outlet of Choctawhatchee Bay into the Gulf of Mexico. Frequent dredging is required to keep East Pass navigable.

As of the census of 2000, there were 11,455 people, 4,437 households, and 3,135 families residing in the city. The population density was 1,477.1 inhabitants per square mile. There were 10,599 housing units at an average density of 1,408.0 per square mile. The racial makeup of the city was 96.21% White, 0.37% African American, 0.40% Native American, 1.03% Asian, 0.08% Pacific Islander, 0.37% from other races, and 1.54% from two or more races. Hispanic of any race were 2.66% of the population.

24.8% of households had children under the age of 18 living with them, 53.0% were married couples living together, 8.0% had a female householder with no husband present, and 35.7%

were non-families. 27.4% of all households were made up of individuals, and 8.5% had someone living alone who was 65 years of age or older. The average household size was 2.26 and the average family size was 2.72.

The median age was 42 years. For every 100 females, there were 101.8 males. For every 100 females age 18 and over, there were 100.4 males.

The median income for a household in the city was \$53,042, and the median income for a family was \$60,498. Males had a median income of \$42,218 versus \$26,146 for females. The per capita income for the city was \$32,048. About 3.0% of families and 5.5% of the population were below the poverty line, including 6.2% of those under age 18 and 2.0% of those age 65 or over.

The white beaches and emerald waters of the Destin area draw many tourists. Florida's Department of Environmental Protection estimates that more than 80 percent of the Emerald Coast's 4.5 million yearly visitors travel to the region to visit Destin. Visitors can charter fishing vessels from the harbor, and there are 12 beach access points in the city. Among the access points is Henderson Beach State Recreation Area. A portion of the Gulf Islands National Seashore, the Okaloosa Day Use Area, is just across East Pass on Santa Rosa Island.

In addition to an assortment of hotels and motels, many high-rise condominiums are located in Destin. The first condominiums in Destin were built in the 1970s, and construction continues today. Visitors play a large part in Destin's economy – the city's population of around 12,000 balloons to 40,000 during the tourist season.

Real Estate in Destin, Florida is consumed in large part by privately owned vacation rentals. The privately-owned vacation rentals that can be found in Destin consist of condominiums, beach homes, townhomes, resorts, studios, cottages, and a few bungalows. Most vacation properties are found on the south side of US Hwy 98 near the Gulf, while most locals live on the northern side of US Hwy 98 by the Choctawhatchee Bay.

DESCRIPTION OF THE PROPERTY

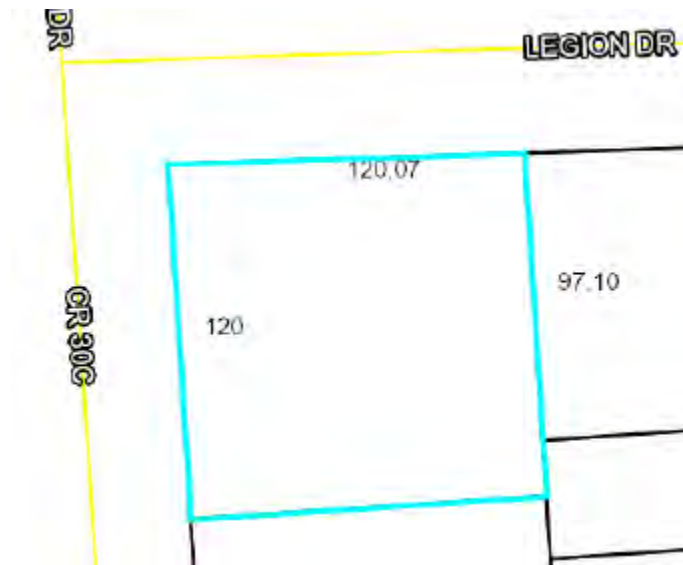
Property Type: Multi-Family

Existing Use: Triplex

LAND

Site Size: 0.32 ac

Shape/Dimensions: Please refer to parcel sketch

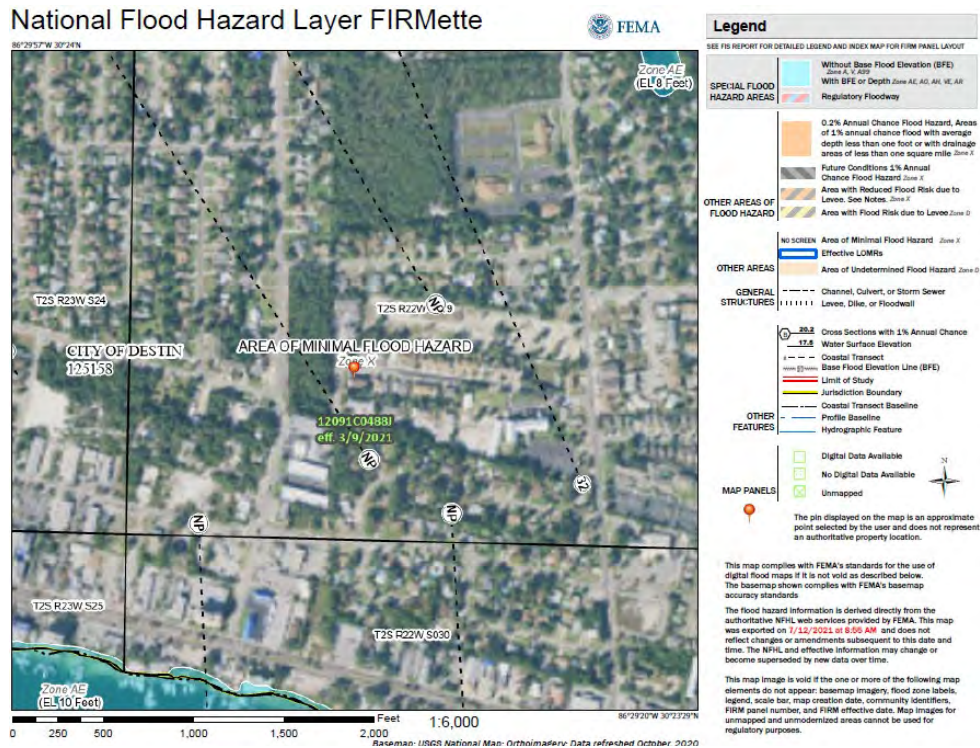


Ingress/Egress: The subject property currently has access from the south side of Legion Dr. and the east side of Beach Dr.



Topography: The site is generally level and even with the abutting road/access grade.

Flood Plain Data: FEMA FIRM PANEL # 120291C04881, dated 3/9/2021. The subject site is located in a Flood Zone "X", which is an area determined to be outside the 0.2% annual chance floodplain.



Drainage: Drainage of the subject site appears adequate with no on-site storm water retention facility noted.

Soil Conditions: A soil survey has not been performed. No significant natural wetland areas were noted. Based on the observation of significant improvements on nearby sites, it is estimated that there are no adverse soil conditions present.

Utilities Available: Public water and sewer

Easements: Gulf Power Company Easement dated 2-16-60, filed 4-5-60, recorded in OR Book 148, Page 99, of the Public Records of Okaloosa County, Florida

A perpetual easement over and upon the East five (5) feet of the above-described property for the purpose of a public utility easement

IMPROVEMENTS DESCRIPTION

The subject property is improved with a 2,280 SF heated, single-story residential triplex constructed in 1980. Additional details are summarized as follows:

Triplex

Exterior

Foundation	Concrete
Construction	Brick
Exterior Walls	Brick
Roof Construction	Wood framed gable
Roof Cover	Asphalt shingle
Stories	2

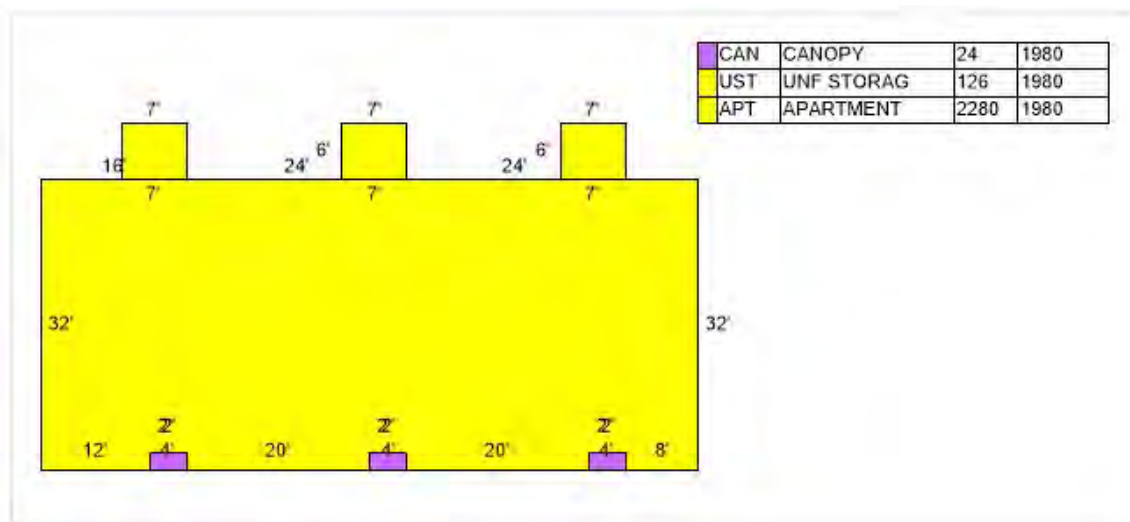
Interior

Floor Covering	Carpet
Interior Walls	Drywall
Fireplace	None
HVAC	Central

Quality	Good
Condition	Good
Year Built	1980
Physical Age	41
Effective Age	20
Remaining Economic Life	40
Living Area	2,280
Bedrooms	6
Bathrooms	3
Garage/Carport	None

Site Improvements

Privacy Fence-rear yard	Fair
Landscaping	Average
Driveway	Concrete



AERIAL VIEW OF SUBJECT PROPERTY



Not to Scale

SUBJECT PROPERTY PHOTOGRAPHS

(All photos taken August 5, 2021, by Stephen Cross, SR/WA)



Looking at the front of the Triplex from the NE corner of Legion Dr. & Beach Dr.



Looking at the side of Triplex and rear yard



Looking east along Legion Dr from the west side of Beach Dr.

ZONING AND FUTURE LAND USE

Zoning:

MDR-V, Medium Density Residential-Village, by Destin, FL

- E. *Medium Density Residential - Village (MDR - V)*. The Medium Density Residential - Village zoning district implements Future Land Use Element Policy 1-2.2.3, Medium Density Residential of the Comprehensive Plan within the Village, Town Center CRA and Harbor CRA Planning Areas.
1. Purpose and intent. The Medium Density Residential - Village zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent single-family detached or multi-family attached residential dwelling units. It is the intent of the MDR - V zoning district to specifically not allow the following uses to be located in the district: seasonal single-family detached or multi-family attached residential dwelling units; commercial hotels, motels, bed and breakfast establishments, or other commercial transient living accommodations; and all non-residential uses.
 2. Principal, accessory and conditional uses. Permitted, accessory and conditional uses shall include those listed in Table 7-2, Table of Allowable Uses.
 3. Performance standards. For lot area, lot width, lot depth, height, setback, density, floor area ratio, and open space standards, please refer to Table 7-3, Table of Dimensional Regulations.

Future Land Use:

MDR, Medium Density Residential by Destin, FL

Policy 1-2.2.3: Medium Density Residential (MDR). Areas designated "MDR" shall be developed, redeveloped and/or maintained and conserved as stable single-family (SF) or multiple-family (MF) long-term residential uses. Land designated "MDR" within the Village Planning Area (VPA) and the CRA, shall not be allowed to develop or redevelop short-term residential uses or nonresidential uses. However, lots and parcels designated "MDR" that are located within the Holiday Isle Planning Area (HIPA) shall be allowed to develop and/or maintain short-term residential uses, but not nonresidential uses. Based on established patterns of residential development within the Village, Holiday Isle, and the CRA (except the Town Center) Planning Areas, the following maximum development standards shall be applied to future development within "MDR" designated areas:

TABLE 1-3: GENERAL DEVELOPMENT STANDARDS FOR "MDR" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'3 stories*	Up to 5.81	N/A
Multi-Family Residential	35'3 stories	Up to 9.90	N/A

*Holiday Isle - 30'3 stories

The zoning map designation shall delineate policy for allocating specific densities on land designated "MDR" based on established patterns of land development and based on adopted Comprehensive Plan goals, objectives, and policies. Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites designated "MDR" should be located and developed in a manner that ensures a smooth transition between lower density residential areas and areas developed and/or designated for other more intense uses. Generally, medium density areas should be located between the perimeters of low density residential areas, high density residential areas, and/or commercial or mixed use designations.

ASSESSED VALUE AND TAXES

Tax ID #: 00-2S-22-2335-0000-0130

2020 Market Values:

Land Value	\$127,271
Building Value	\$132,904
Just (Market) Value	\$263,393
Assessed Value:	\$263,393
LESS: Exemption	(\$ -0-)
Taxable Value:	\$263,393

2020 Property Taxes: \$3,295.55

HISTORY OF THE PROPERTY (LAST 5 YEARS)

Subject property has sold within the last 5 years Yes { } No { X }

EXPOSURE TIME ANALYSIS

Exposure time is defined as the estimated length of time the property being appraised would have been offered on the market, prior to any hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate of value based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of an appraisal.

The value conclusions presented in this appraisal report consider a typical exposure time of approximately 1 to 3 months to have expired prior to the effective date of this appraisal. This estimated exposure time for the subject property is based on the time required to market and sell properties similar to the subject in the subject market area. Information in this regard was obtained through verification of sales data, collection of general market data for analysis of neighborhood trends, and in interviews with local active real estate brokers and salespersons.

PUBLIC AND PRIVATE RESTRICTIONS

Public Restrictions: None known that materially impact the utility of the property.

Private Restrictions: None known that materially impact the utility of the property.

HIGHEST AND BEST USE ANALYSIS

The Highest and Best Use of:

Land as Vacant - Development as allowed under the MDR-V, Medium Density Residential-Village zoning.

Property as Improved - Continued use of the existing triplex

The most fundamental premise upon which market value is based is the theory of highest and best use. In conjunction with the theory of highest and best use, a generally accepted definition of the term has been developed. The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010, page 93, defines highest and best use as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

In estimating highest and best use, there are four basic stages of analysis. They are:

1. Physically Possible Uses - What uses of the site are physically possible?
2. Legally Permissible Uses - What uses are permitted by current (or potential) zoning regulations and/or private restrictions on the site?
3. Financially Feasible Uses - Which possible and permissible uses will produce a net return to the owner of the site?
4. Maximally Productive Use - Among the feasible uses, which use will produce the highest net return or the highest present worth as of the effective date of the appraisal.

Analysis of Land as if Vacant

Physically Possible

The subject property is located on the southeast corner of Legion Dr. and Beach Dr. in Destin, Florida. The property consists of 0.32 ac of land area. The subject site is of a size and dimensions that would allow it to be developed with many of the permitted uses that would be legally permissible under the MDR-V, Medium Density Residential-Village zoning.

Legally Permissible

From a legally permissible standpoint, the zoning and land use plan are the primary determinates of the uses that will be placed on the land in the absence of deed restrictions and other legal limitations. The subject is zoned MDR-V, Medium Density Residential-Village with a Future Land Use of MDR, Medium Density Residential by Destin, Florida. It would be legally permissible to develop this property with a use as allowed by the subject's zoning of MDR-V, Medium Density Residential-Village.

Financially Feasible

Financial feasibility of a proposed use can be seen as a function of supply and demand factors in the marketplace as well as general economic conditions. Financially feasible uses produce an income or return that is equal to, or greater than, the amount needed to satisfy operating expenses, financial obligations, and capital requirements. The nature of the surrounding neighborhood and the market reception of similar uses can often provide a good overall indication of the feasibility of such uses.

There are numerous examples of similar residential type uses in the immediate area of the subject property.

In summary, it is estimated that it would be financially feasible to develop the subject site with a use as allowed by the MDR-V, Medium Density Residential-Village zoning.

Maximally Productive

The maximally productive use of the site should produce the highest present value to the property. If properly priced, there appears to be a base level of market demand in the neighborhood for land that is suitable for improvement with use as allowed under the MDR-V, Medium Density Residential-Village zoning district.

Analysis as Improved

In cases where properties are improved, the highest and best use "as vacant" and the highest and best use "as improved" may be different. This difference is due to the "Principle of Contribution", which holds that if an improvement adds value to a site over and above the land value, the highest and best use of the property is as improved. This principle holds true until the improvements hold no contributory value to the land.

Physically Possible - Improved

The subject property is improved with a 2,280 square foot residential triplex built in 1980 and associated site improvements. The improvements appear to be in good condition, are operational and functional. The existing improvements are physically possible.

Legally Permissible - Improved

The zoning and land use permits multi-family. The site contains 0.32 ac feet indicating there is ample area to accommodate the triplex and site improvements. The existing improvements are legally permissible.

Financially Feasible – Improved

The improvements are considered to render a return that creates value over and above the value of the land and are therefore financially feasible.

Maximally Productive – Improved

After consideration of the four criteria: physically possible, legally permissible, financially feasible, no other use can be cited that would justify the removal of the existing improvements and redevelopment of the site with an alternate use; therefore, the maximally productive and highest and best use for the subject, as improved, is for continued use of the existing triplex.

HIGHEST AND BEST USE CONCLUSION(S)

The highest and best use of the subject site, as if vacant, is estimated to be its development with a use as allowed by the MDR-V, Medium Density Residential-Village zoning district.

The highest and best use of the subject property, as improved, is estimated to be the continued use of the existing Triplex.

APPROACHES TO VALUE USED AND EXCLUDED

All three conventional approaches to value were considered and evaluated for their applicability to the subject property. The approaches considered were the Cost Approach, Sales Comparison Approach, and the Income Approach.

The Sales Comparison Approach (as improved) and Income Approach was considered applicable to the valuation of the subject property. The Cost Approach was not considered inappropriate as buyers and sellers do not consider this approach in their buying and selling decisions of an older Triplex. Sufficient market data was available in order to utilize the Sales Comparison Approach and Income Approach.

SALES COMPARISON APPROACH

The sales comparison approach, also referred to as the market approach, is the appraisal technique which produces an estimate of value of the subject property by comparing it with other similar properties of the same type, or highest and best use which have sold recently or are currently offered for sale in the same or competing neighborhoods. These sales are analyzed on a price per square foot of living area basis.

The value of the subject property will be reconciled based upon the adjusted sales price per square foot of building area by the market approach. The market approach is based upon the economic principle of substitution; that a buyer will pay no more for a property than the cost to acquire one of equal attractiveness or utility. The following sales indicate a tight range of sales price per square foot of building area.

Comparable Sale 1 sold on April 15, 2021 for \$775,000 and was the sale from Joseph A. McGill to The Pink Watermelon, LLC. The property is located at 305 Barracuda Ave. in Okaloosa Island, Florida. The property is a triplex with a total of 3,038 sf of living area. The property is located across the street from the beach. This sale indicates an unadjusted unit price of \$255.10 per square foot of living area.

Comparable Sale 2 sold on March 17, 2021 for \$1,000,000. This was a 1031 exchange from Danny Margagliano to Emerald Coast Qualified Intermediaries, Inc. to Kristopher & Lauren Penland. The property is located at 4550 John Ave. in the City of Destin, Florida. The property is a Quadplex containing a total of 3,953 sf of living area. This sale indicated an unadjusted unit price of \$252.97 per square feet of living area.

Comparable Sale 3 sold on October 2, 2021 for \$400,000 and was the sale from Blue Sky Investments Properties, LLC to James W. Bradin III. The property is located at 312 Main St. in the City of Destin, Florida. The property is a duplex that contains 1,836 sf of living area. This sale indicates an unadjusted unit price of \$217.86 per square foot of living area.

IMPROVED SALES SUMMARY

Sale No.	Subject	Sale 1	Sale 2	Sale 3
Instruction No.		BK: 3541 PG: 3098	BK: 3533 PG: 1217	BK: 3497 PG: 3165
Date of Sale		April 15, 2021	March 17, 2021	October 2, 2020
Sales Price		\$775,000	\$1,000,000	\$400,000
Location	700 Legion Dr.	305 Barracuda Ave	4550 John Ave.	312 Main St.
Lot Size (ac)	0.32 ac	0.33 ac	0.30 ac	0.39 ac
Zoning/Land Use	MDR-V/MDR	B-2	CBN/CBN	LDR-V/LDR
Construction	Brick	Brick	Frame	Brick
Condition	Good	Average	Average	Average
Design	Triplex	Triplex	Quadplex	Duplex
Year Built	1980	1970	1989	1993
Home Size-Heated	2,280 SF	3,038 SF	3,953 SF	1,836 sf
Sales Price per SF Living Area		\$255.10	\$252.97	\$217.86
ADJUSTMENTS				
Market Conditions/Time		Similar 0%	Similar 0%	Similar 0%
Adj. For Market Conditions/Time		\$255.10	\$252.97	\$217.86
COMPARISONS:				
Location		Superior -5%	Superior -5%	Similar 0%
Lot Size/Shape Land		Similar 0%	Similar 0%	Similar 0%
Zoning/FLU		Similar 0%	Similar 0%	Similar 0%
Quality/Condition		Similar 0%	Similar 0%	Similar 0%
Site Improvements		Similar 0%	Similar 0%	Similar 0%
Size Heated/Living Area		Inferior +5%	Inferior +5%	Similar 0%
Net Adjustments		0%	0%	0%
Adj. Sales Price Per Square Foot		\$255.10	\$252.97	\$217.86

Adjustments:**Market Conditions/Time:**

The sales were considered similar to the subject in market condition and time, and no adjustment was necessary.

Location:

The focus of my sales search was to locate properties with similar size, location highest and best use, and characteristics to the subject's.

Sales 1 and 2 were located within walking distance to the beach and were considered superior to the subject being located in the middle of Destin. These sales warranted a downward adjustment. Sale 3 was located in the City of Destin in an area considered similar to the subject. No adjustment was necessary for location.

Size/Shape:

The subject site contains 0.32 ac. On a unit comparison based on a per square foot or per acres as land size increases, typically the unit value decreases and vice versa. That is not the case when the unit of comparison is based on per buildable lot, typically as the lot increases in size the price per lot increases. The sales contained 0.33 ac, 0.30 ac and 0.39. The sales were considered similar to the subject in size with no adjustment warranted.

Zoning:

All the sales were zoned the same as the subject with no adjustment warranted.

Quality/Condition:

All the Sales were considered similar to the subject with no adjustment warranted.

Size Heated/Living Area:

Sales 1 and 2 were considered inferior to the subject at 3,038 sf and 3,953 sf of living area compared to the subject's living area of 2,280 sf. Sale 3 was slightly different than the subject's living area but was considered similar with no adjustment warranted.

Summary and Conclusion

The price per square foot of building area was considered the most reliable to value the subject property and is as follows:

Comparable	Adjusted Sales	x	Size of Subject	Indicated Value
	Price Per SF Living Area			of Subject
Sale 1	\$255.10	x	2,280 SF	\$581,628
Sale 2	\$252.97	x	2,280 SF	\$576,772
Sale 3	\$217.86	x	2,280 SF	\$496,721

The above sales indicate a range between \$217.86 by Sale 3 to \$255.10 by Sale 1. This unit of measurement is considered reliable as the comparable sales are similar in, construction, condition, and size. The subject unit value should fall within the range of the price per square foot of building area indicated by the comparable sales. I have reconciled at \$254.00 per square foot for a unit value to apply to the subject's 2,280 sf of living area. This is near the upper end of the three sales. Thus, the indicated market value of the subject via the Market Approach is of \$579,120 by the sales price per square foot of living area, rounded to \$579,000.

\$579,000

INCOME CAPITALIZATION APPROACH

In the Income Approach, the income attributable to the improvements is converted into an estimate of value by application of a Capitalization Rate, after first deducting operating expenses associated with property ownership. This approach is most reliable when investment for income is a primary motivation for purchase.

Though limited, there is sufficient data on the lease of residential rentals within the greater Destin area to provide for a reasonable analysis. Therefore, this approach will be analyzed to provide an estimate of value for the subject property.

As discussed in Highest and Best Use Analysis, presented earlier in this report, it is estimated that the highest and best use of the subject property, as improved, is for the continued utilization of the existing triplex.

Gross Rent Estimate

The subject market is relatively stable with a limited number of properties advertised for lease or for sale. Additionally, many owners consider such financial information personal and confidential, and are not eager to reveal it to third parties. Nonetheless, a limited amount of market data believed to be reasonably representative of typical residential lease rates for similar properties in the subject market were identified.

Rent Comparable

4550 John Ave, Destin
2/1 unit #3, 870 sf
\$1,150 month

119 NW Alabama Ave, Fort Walton Beach
2-units 2/1 at \$800/month, 1-unit 1/1 at \$700/month
Gross Rent Multiplier – 11.59

607 W Sunset Blvd, Unit A&B, Fort Walton Beach
Duplex, each unit 2/1
\$895/month per unit
Gross Rent Multiplier – 11.64

903 Canopy LN. Units 1-4, Fort Walton Beach
Quadplex, each unit 2/1
2 units rent for \$650/month and 2 rent for \$625/month
Gross Rent Multiplier – 11.21

605 Sandalwood Dr., Destin
Townhome, 2/1, 1,184 sf
\$1,150 per month

The preceding comparable rents indicate a range from \$625 to \$1,150 per unit for a comparable residential unit. These rents represent a relatively narrow range.

Overall, the comparable rentals as a group are considered a good indication of potential rent for the subject property. Based on the preceding discussion and recognizing that the subject property is a good quality building with a desirable location in the middle of Destin, the market rent for the subject is estimated to be \$1,150 a month for each unit. Potential Gross annual rent for the three units is estimated at \$41,400

Vacancy and Collection Loss

Vacancy and collection losses are income not collected due to either tenant turnover or non-payment of rent. The Destin area appears to be experiencing minimal vacancy overall, with very few residential units of the subject type unoccupied. Still, for investment purposes, a contingency for periodic tenant turnover would be considered appropriate for a typical investor, and minor contingencies are commonly used by local appraisers in this market, according to our research. A 5% factor is considered a reasonable contingency to allow for the occasional turnover and resultant lease up period.

Net Operating Expenses Estimate

Operating expenses for the subject would include property taxes, insurance, exterior maintenance and management. The owner of the property did provide information concerning the current insurance on the building. However, no other operating expense data for the property was

provided. Nonetheless, expenses for the property would be typical of this property type and can be reasonably estimated.

The subject's property taxes for 2020 are \$3,295.55. Property taxes have remained relatively stable, over the preceding few years. The real estate taxes are based on the actual 2020 gross real estate taxes.

It is not known if the property owner carries insurance on the triplex. Nonetheless, it would be prudent for a property owner / investor to do so. The estimated insurance expense for the subject is \$2.00 per square foot of the building area for a total of \$4,860

Market actions for small residential properties similar to the subject do not typically reflect a specific or separate charge for reserve for replacement, but instead simply address the periodic replacement of long term items as they occur. Nonetheless, it is estimated that for the subject property it would be prudent to reserve monies for the replacement of the more major components, such as the roof, plumbing fixtures and the A/C, every 10 years or so. It is estimated that a reserve of 2% of effective gross income per year is reasonable.

Typical management expense for a residential property would range between 0% for owner managed up to 10% of effective gross income (i.e. – rents collected). The expense for management of the subject property is estimated at 3% of effective gross income.

Total operating expenses are therefore allocated as follows:

Property Taxes	\$3,296
Building Insurance	\$4,860
Maintenance & Reserves	\$ 828
Management	<u>\$1,242</u>
Total Operating Expenses	\$10,226

Net Operating Income Estimate

Based on the preceding income and expense estimate, the Net Operating Income can now be estimated as follows:

Potential Gross Income	\$41,400
Less Vacancy & Collection Loss (5%)	<u>(\$ 2,070)</u>
Effective Gross Income	\$39,330
Less Operating Expenses	<u>(\$10,226)</u>
Net Operating Income	\$29,104

Capitalization Rate

In the Direct Capitalization Technique, a capitalization rate is derived to convert net operating income into an indication of value. The selection of the proper capitalization rate is critical to a reliable valuation estimate. The most reliable source for capitalization rates is from sales of similar properties that were leased and bought primarily for their income potential. Of all sales researched during the course of the appraisal process, all but one was purchased for owner occupancy

A capitalization rate using the Band of Investment method has been considered. The Band of Investment is a technique in which the weighted-average rates attributable to the components of a capital investment are combined to estimate a weighted-average rate attributable to total investment. Projected net income is then capitalized to produce a value estimate.

Based on inquiries made to local mortgage lenders, typical interest rates for a commercial loan of approx. 4% to 5%, and an Owner user at .3.75% with an amortization period of 20 to 30 years, and an average loan-to-value ratio of $\pm 75\%$ can be obtained. A mortgage would typically have provisions for periodic adjustment of interest rate or a call option on the unpaid amount. These terms are generally consistent with local market parameters. Assuming 4% interest and a 30 year amortization, a mortgage constant K of 0.0573 is calculated.

The design and layout of the subject property is considered within market parameters and the triplex is considered functional for its intended use. The long-term outlook for the general area is a continuation of trends with steady demand for residential rental properties anticipated. Considering the remaining economic life of the improvements, an equity dividend rate (cash on cash) of 5% should be sufficient to recognize the return on and return of investment required to attract the typical buyer.

Band of Investment

Formula – Loan Ratio x Mortgage Constant plus Equity Ration x Equity Return Desired – Cap Rate

$$\begin{array}{l} \text{Loan Value } 75\% \times \text{Mgt Cont. } 0.0644 = 0.0429 \\ \text{Equity } 25\% \times \text{Equity Dividend } 0.0500 = 0.0125 \\ \hline 0.0554 \end{array}$$

Indicated Capitalization Rate by the Band of Investment 5.5%

Indication of Value by the Income Capitalization Approach

As previously stated, the Income Approach is most reliable when investment for income is a primary motivation for purchase. It appears that real estate income is not the primary motivation for purchases of this type of property. This factor reduces the reliability of this approach, as the analysis on which it is based is not fully recognized by most purchasers of this type of property.

The available data in support of this approach is understandably limited, due to the owner-occupant nature of the market. Income and expense data was extracted from available market information or estimated by the appraisers. Estimated data was based on information from similar properties, or from other market sources such as lenders or brokers. The estimates made in this analysis are

believed to be reasonable. The information presented and the overall approach is considered reasonably reliable, given the limited applicability of this approach in the market.

Based on the foregoing discussion and analysis, the value of the subject property by the Income Capitalization Approach can be calculated as follows:

NOI / Est. Cap Rate = Indicated Value
\$29,104 / 5.5% = \$529,000 (rd)

TOTAL VALUE OF PROPERTY BY THE INCOME APPROACH \$529,000

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

Reconciliation is the process of weighing the indicators of value by different approaches to estimate one value for the subject property. Its essence is to develop one defensible, rational conclusion which approximates the one value as defined by the appraiser. The indicated value by each approach is as follows:

Cost Approach	\$ n/a
Sales Comparison Approach	\$579,000
Income Approach	\$529,000

The Cost Approach is especially reliable when the improvements represent the highest and best use of the land and are relatively new. The Cost Approach is based upon multiple components/variables which are typically based upon professional's opinions. The subject was originally constructed in 1980. It is typically difficult to analyze older improvements (i.e., contractor's replacement cost estimate, appraiser's estimate of entrepreneurial profit based upon developer's opinions, appraiser's estimate of obsolescence and depreciation) and considered less reliable the analyzing newer improvements. These types of properties typically do not sell based upon this approach. The cost approach was not used in valuing the subject.

The Sales Comparison Approach is usually considered a reliable indicator of value since it represents the actions and reactions of buyers and sellers in the marketplace. The sales analyzed are considered to be good indicators of market value. Each of the comparable sales is an multifamily building within the Destin market area. In my opinion, the indication of value using this approach is considered reliable. This approach is given most weight in the final reconciliation relative to the Cost and Income Approaches.

The Income Capitalization Approach is generally a good indicator of value for income producing properties. An owner-user and/or an investor is the most likely purchaser of the appraised property, and the income capitalization approach does not represent the primary analysis undertaken by a typical owner-user. This approach is given less weight in the final analysis relative to the Sales Comparison Approach.

In conclusion, the market value of the subject property is estimated to be:

\$570,000
29

ADDENDA



OKALOOSA COUNTY PROPERTY APPRAISER PROPERTY CARD

Okaloosa County Property Appraiser

Parcel Summary

Parcel ID: 00-25-22-2335-0000-0130
Location Address: 700 LEGION DR
 DESTIN 32541
Neighborhood: DESTIN WEST (100510.02)
Brief Tax Description: SKEETER, S/D LOT 13
**The Description above is not to be used in legal documents.*
Property Use Code: MULTI-FAM (000800)
Sec/Twp/Rng: 00-25-22
Tax District: Destin (District 10)
Millage Rate: 12.5119
Acreage: 0.000
Homestead: N
Acreage (GIS): 0.02
Fire District: N/A

[View Map](#)

Owner Information

Primary Owner:
[Fred L Luze Family Partners](#)
 52 Chelsea Dr
 Santa Rosa Beach, FL 32459B42E

Valuation

	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values	2016 Certified Values
Building Value	\$132,904	\$129,278	\$103,825	\$04,094	\$78,413
Extra Features Value	\$3,218	\$3,218	\$2,703	\$2,574	\$2,574
Land Value	\$127,271	\$127,271	\$124,723	\$116,446	\$114,182
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$263,393	\$259,767	\$231,251	\$203,114	\$195,169
Assessed Value	\$263,393	\$245,768	\$223,425	\$203,114	\$195,169
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$263,393	\$245,768	\$223,425	\$203,114	\$195,169
Cap D/W/Portability Amount	\$0	\$13,999	\$7,826	\$0	\$0

Just (Market) Value description: This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

2020 TRIM Notice

[Click Here to view the 2020 TRIM Notice \(PDF\)](#)

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000800	MULTI-FAM 9 OR LESS	14,150.00	SF	110	0

Building Information

Building 1
Type: TRI/QUAD
Total Area: 2,430
Heated Area: 2,280
Exterior Walls: BRICK
Roof Cover: COMP SHINGL
Interior Walls: DRYWALL
Frame Type:
Floor Cover: CARPET
Heat: AIR DUCTED
Air Conditioning: CENTRAL
Bathrooms: 3
Bedrooms: 6
Stories: 1
Actual Year Built: 1980
Effective Year Built: 1980

Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
CONCRE	CONCRETE C	1	0 x 0 x 0	1,650	SF	1980

Building Area Types

Type	Description	Sq. Footage	Year
APT	APARTMENT	2,280	1980
CAN	CANOPY	24	1980
UST	UNF STORAG	126	1980

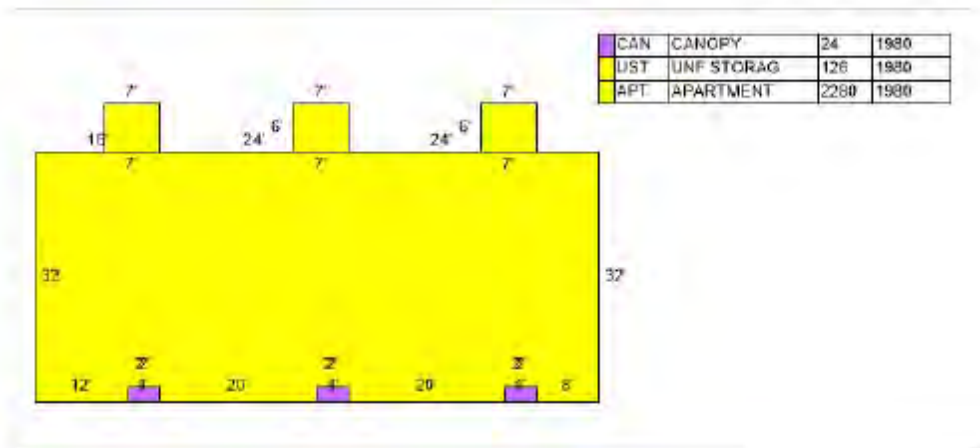
Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	11/17/2010	\$100	QC	2962	1375	Unqualified (U)	Improved	LOWE FRED H & BEVERLY ANN	FRED H LOWE FAMILY PARTNERS LTD
N	10/09/1980	\$71,500	WD	1101	343	Qualified (Q)	Improved	NORRED WILLIMA THOMAS	LOWE FRED H JR & BEVERLY ANN

2020 Property Record Card

[Click Here to view the 2020 Property Record Card \(PDF\)](#)

Sketches



DEED of RECORD

FILE # 2672366 RCD: 11/30/2010 @ 10:39 AM, BK: 2962 PG: 1375 RECORDING:
\$6.00 RECORDING ARTICLE V: \$4.00 DEED DOCSTAMPS \$0.70 DEPUTY CLERK PDUNN
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

Recording requested by:

FRED LOWE

and when recorded, please return this deed
and tax statements to:

LOWE FAMILY PARTNERS
7816 MAUI CIRCLE
DIAMONDHEAD MS 39525

Above reserved for official use only

QUITCLAIM DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU
MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS
INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR A VALUABLE CONSIDERATION, in the amount of TEN AND NO/100 DOLLARS
(\$10.00) in hand and other good and valuable consideration, the receipt and sufficiency of which
is hereby acknowledged, the undersigned, F.H. LOWE & B.A. LOWE
("Grantor"), hereby REMISES, RELEASES, AND FOREVER QUITCLAIMS to
FRED H. LOWE FAMILY PARTNERS LTD. ("Grantee"), all right, title,
interest and claim to the following real property in the City of DESTIN,
County of OKALOOSA, State of Florida with the following legal
description:

SKEETER S/D, LOT 13

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above
described property unto the said Grantee, Grantee's heirs, administrators, executors,
successors and/or assigns forever; so that neither Grantor nor Grantor's heirs, administrators,
executors, successors and/or assigns shall have, claim or demand any right or title to the
aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this day of 17 ~~Nov~~ 20 10.

[Signature]
B.A. Lowe



presence, this 17th day of November
20 10, a Notary Public in and for the
County of NOBLES State of MS

[Signature]
(Signature) Notary Public

My Commission expires 12/17/2011

Quitclaim Deed - 1

COMPARABLE SALES MAP & DATA SHEETS



IMPROVED SALE DATA SHEET		
SALE NO.: 1		
(a)	Recording Data – County: Instrument No.	Okaloosa County BK: 3541 PG: 3098
(b)	Grantor:	Joseph A. McGill
(c)	Grantee:	The Pink Watermelon, LLC
(d)	Date of Transaction:	4/15/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.33 ac Generally Square Barracuda Ave Level and even with abutting road grade
(f)	Consideration:	\$775,000
(h)	Unit Price:	\$255.10 SF of Heated Area
(i)	Type of Instrument:	Warranty Deed
(j)	Tax ID No.:	00-2S-24-2185-0003-0490
(k)	Location:	305 Barracuda Ave, Okaloosa Island, FL
(l)	Zoning & Future Land Use:	B-2 by the Okaloosa County, FL
(m)	Present Use:	Triplex
(n)	Highest and Best Use:	Continued use as a Triplex
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area Total: 3,038 sf Construction: Brick Year Built: 1970 Condition: Average Bedrooms Total: 5 Bathrooms Total: 3 2-2 bedrooms units, 1-1bedroom unit Heat/Cool: Central Driveway: Concert Garage: None Porch: None Outbuildings: None Road frontage: Paved
(s)	Utilities:	Public sewer, water, electric and telephone
(t)	Verification:	Selling Broker, Sandy Sharpe by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyers: Investment
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	Gross rent \$42,000 year. fully rented. Short term rental allowed



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO



DEED for SALE 1

FILE #3449051 RCD: 4/22/2021 1:17 PM, BK: 3541 PG: 3098, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$5,425.00 DEPUTY CLERK asims
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

PREPARED BY:

MEAD LAW & TITLE

24 Walter Martin Road NE
Fort Walton Beach, Florida 32548
File No: 40606AT
Property Appraiser's Parcel ID. # 00-2S-24-2185-0003-0490

This WARRANTY DEED made the 15th day of April, A.D. 2021, by

Joseph A. McGill

whose post office address is: 105 Arrowpoint Cv., Valparaiso, Florida 32580
hereinafter called the grantor to

The Pink Watermelon, LLC, a Florida limited liability company

whose post office address is: 119 Hollywood Blvd NW, Unit 206, Fort Walton Beach, Florida 32548
hereinafter called the grantee

(wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

LOT 49, BLOCK 3, SANTA ROSA ISLAND SUBDIVISION, ACCORDING TO THE
MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 84-B,
INCLUSIVE OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the
State of Florida in that neither Grantor(s) nor any members of the household of Grantor(s)
reside thereon.

Subject to:

Easements, restrictions, covenants and conditions as set forth in the Plat of Santa Rosa Island
Subdivision of Blocks 4 and 5, recorded in Plat Book 2, page 84, 84A through 84F, inclusive.
Terms and conditions contained in that certain Quit Claim Deed, as recorded in Deed Book 63,
Page 312, as amended in Official Records Book 286, Page 298 and Official Records Book 1804,
Page 1834. Restrictions, covenants, and conditions as set forth in those instruments recorded in
Deed Book 114, Page 245 and amended in Deed Book 120, Page 123; Deed Book 121, Page
233 and Official Records Book 122, Page 516 and Official Records Book 656, Page 166.
Easement(s) in favor of Gulf Power Company set forth in instrument(s) recorded in Deed Book
115, Page 443 and Official Records Book 737, Page 58. Terms, conditions and provisions set
forth in instruments recorded in Official Records Book 16, page 109, Official Records Book 358,
page 494, Official Records Book 306, page 444, Official Records Book 345, page 540 and Official
Records Book 1053, page 313. Right of Way to Okaloosa County recorded in Official Records
Book 207, Page 481. Easement(s) in favor of Southeast Telephone Company set forth in
instrument(s) recorded in Official Records Book 332, Page 102. Resolutions recorded in Official
Records Book 490, Page 109; Official Records Book 490, Page 642; Official Records Book 528,
Page 644 and Official Records Book 656, Page 166. Easement(s) as set forth in instruments
recorded in Official Records Book 705, Page 533. Resolution for waiver of requirements in Official
Records Book 1035, Page 721 and Official Records Book 1089, Page 1982. Okaloosa County
Ordinance No. 07-71, adopted December 4, 2007, establishing the Okaloosa Beach Restoration
Municipal Service Benefit Unit, which provides for assessments and/or future assessments; as
amended and supplemented by Ordinance No. 08-24, adopted August 7, 2008; Ordinance No.
08-36, adopted October 7, 2008; Ordinance No. 08-125, adopted August 7, 2008; Ordinance No.
08-192; Ordinance No. 09-105, adopted June 16, 2009; Ordinance No. 09-138, adopted
September 1, 2009 and recorded in Official Records Book 2905, Page 590; Ordinance No. 10-10,
adopted July 10, 2010, and recorded in Official Records Book 2953, Page 3098; Ordinance No.
11-111, adopted August 16, 2011, and recorded in Official Records Book 2998, Page 2534;
Ordinance No. 12-16, January 17, 2012; and Ordinance No. 12-02, adopted January 16, 2012,
and as subsequently amended. Terms and conditions of Lease Agreement recorded in Official
Records Book 4, Page 247, as assigned, and as affected by Quit Claim Deed recorded in Official
Records Book 2424, Page 1069. Reservations in favor of Okaloosa County, of an undivided
interest in and to all phosphates, minerals and metals, together with an undivided one-half interest
in and to all petroleum, in, on or under the surface of the insured land, as contained in that certain
Deed, recorded in Official Records Book 2424, Page 1069, created pursuant to Section 270.11,
Florida Statutes.

IMPROVED SALE DATA SHEET		
SALE NO.: 2		
(a)	Recording Data – County: Instrument No.	Okaloosa County BK: 3533 PG: 1217
(b)	Grantor:	Emerald Coast Qualified Intermediaries, Inc.
(c)	Grantee:	Kristopher & Lauren Penland
(d)	Date of Transaction:	3/17/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.30 ac Irregular John Ave Level and even with abutting road grade
(f)	Consideration:	\$1,000,000
(h)	Unit Price:	\$252.97 SF of Living Area
(i)	Type of Instrument:	Warranty Deed
(j)	Tax ID No.:	00-2S-22-0580-0005-0120
(k)	Location:	4550 John Ave., Destin, FL
(l)	Zoning & Future Land Use:	CBN CBN by the City of Destin, FL
(m)	Present Use:	4-unit residential
(n)	Highest and Best Use:	Continued use of residential quadplex
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area Total: 3,953 sf Heat/Cool: Central Construction: Frame Driveway: Concert Year Built: 1989 Garage: None Condition: Average Porch: None Bedrooms Total: 7 Outbuildings: None Bathrooms Total: 5.5 Road frontage: Paved 1-3 bedroom unit, 1-2 bedroom unit, 2-1 bedroom unit
(s)	Utilities:	Public water & sewer, electric and telephone
(t)	Verification:	Selling Broker, Danny Margagliano by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyer: Single-Family Home
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	This was a 1031 exchange from Danny Margagliano to Emerald Coast Qualified Intermediaries, Inc. to Kristopher & Lauren Penland



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO of SALE



DEED for SALE 2

FILE #3439138 RCD: 3/19/2021 9:07 AM, BK: 3533 PG: 1217, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$0.70 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:
McGill Escrow & Title
ROBERT E. MCGILL, III
36008 Emerald Coast Pkwy Ste 301-A
Destin, FL 32541
File No.: 12754

Property Appraisers Tax I.D. Number:
00-25-22-0580-0005-0120

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED made the 17th day of March, 2021 by EMERALD COAST QUALIFIED INTERMEDIARIES, INC., a Florida Corporation, hereinafter called the grantor, whose address is: 98 U.S. Highway 95, Calvert City, Kentucky 42029 to KRISTOPHER PENLAND AND LAUREN PENLAND, HUSBAND AND WIFE, hereinafter called the grantee, whose address is: 104 Dove Creek, McKinney, Texas 75071.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor acquired title to the real property described herein as an exchange accommodation titleholder by Warranty Deed dated February 26, 2001 and recorded on 3/18/2021 in Official Records 3532 at Page 4959, of the Public Records of Okaloosa County, Florida, and is acting solely as an agent for the Grantee, the taxpayer in a reverse Section 1031 exchange transaction. Grantor is conveying title to the real property described herein to Grantee to complete the 1031 exchange transaction. Documentary stamp taxes in the amount \$7,000.00 were paid at the time of recordation of the referenced deed; therefore, only minimum documentary stamp taxes are due on this conveyance

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

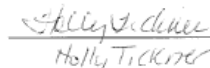
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

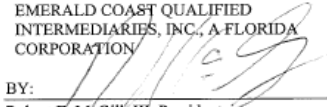
AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

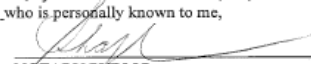

Sharon Deville - Witness

Holly Tucker - Witness

EMERALD COAST QUALIFIED
INTERMEDIARIES, INC., A FLORIDA
CORPORATION

BY: 
Robert E. McGill, III, President - Seller

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of March, 2021, by ROBERT E. MCGILL, III, PRESIDENT OF EMERALD COAST QUALIFIED INTERMEDIARIES, who is personally known to me,


NOTARY PUBLIC
Print Name:
My Commission expires:



SHARON DEVILLE
Commission # GG 918000
Expires September 30, 2023
Bonded thru Budget Notary Services

Exhibit "A"

PARCEL 1: THE WEST 55 FEET OF LOTS 12 AND 13, AND THE EAST 60 FEET OF LOT 14, BLOCK 5, CRYSTAL BEACH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PARCEL 2; LOT 15, AND THE NORTH 1/2 OF LOT 16, BLOCK 5, CRYSTAL BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

LESS AND EXCEPT: COMMENCE AT THE NORTHWEST CORNER OF LOT 14, BLOCK 5, CRYSTAL BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 17, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY OF COBIA STREET (60' R/W); THENCE PROCEED ALONG SAID EASTERLY RIGHT-OF-WAY SOUTH 07°05'00" WEST A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 15, BLOCK 5, AND THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 07°45'00" WEST ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 75.00 FEET, THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY PROCEED SOUTH 82°15'00" EAST A DISTANCE OF 90.00 FEET; THENCE PROCEED NORTH 07°45'00" EAST A DISTANCE OF 75.00 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 15, BLOCK 5, THENCE PROCEED NORTH 92°15'00" WEST ALONG SAID NORTHERLY LOT LINE A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING, LYING AND BEING A PART OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA.

IMPROVED SALE DATA SHEET		
SALE NO.: 3		
(a)	Recording Data – Instrument No.:	Okaloosa County BK: 3497 PG: 3165
(b)	Grantor:	Blue Sky Investment Properties, LLC
(c)	Grantee:	James W. Bradin III
(d)	Date of Transaction:	10/2/2020
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.39 ac Rectangular Main St. Level and even with road grade
(f)	Consideration:	\$400,000
(h)	Unit Price:	\$217.86 sf of Living Area
(i)	Type of Instrument:	Warranty Deed
(j)	Tax ID No.:	00-2S-22-3091-000J-0210
(k)	Location:	312 Main St., Destin, FL
(l)	Zoning & Future Land Use:	LDR-V LDR by the City of Destin, FL
(m)	Present Use:	Duplex
(n)	Highest and Best Use:	Continued use of single-family duplex
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to Seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area Total: 1,836sf Construction: Brick Year Built: 1993 Condition: Average Bedrooms Total: 4 Bathrooms Total: 4 2-2 bedrooms units Heat/Cool: Central Driveway: Concert Garage: None Porch: None Outbuildings: None Road frontage: Paved
(s)	Utilities:	Public sewer, water, electric and telephone.
(t)	Verification:	by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyer: Single-Family Residence
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	None



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO of SALE



DEED for SALE 3

FILE #3397358 RCD: 10/8/2020 12:36 PM, BK: 3497 PG: 3165, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$2,800.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Prepared by:
Cynthia Kelley
McNeese Title, LLC
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
File Number: 20-0804CK

Warranty Deed

Made this October 2, 2020 A.D. By **Blue Sky Investment Properties, LLC, a Kentucky limited liability company**, a whose address is: PO Box 793, Mount Washington, Kentucky 40047, hereinafter called the grantor, to **James W. Bradin III, a single man**, whose post office address is: 810 Eglin Parkway Unit 15, Fort Walton Beach, Florida 32547, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 21, Block J, FIRST ADDITION TO KELL-AIRE GARDENS SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 5, Page(s) 89, of the Public Records of Okaloosa County, Florida

Being the same property deeded to Blue Sky Investment Properties, LLC, a Kentucky limited liability company, recorded April 18, 2018, in Records Book 3346, Page 1817, Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-3091-000J-0210**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for all covenants, conditions, restrictions, reservations, limitations, easements of record, all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any, and taxes accruing subsequent to December 31, 2020.

In Witness Whereof, the said grantor has caused this instrument to be executed in its name by its duly member on the day and year first above written.

Signed, sealed and delivered in our presence:

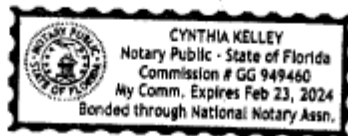
Witness Signature: Cathy A. Brands
Witness Printed Name: CATHY A. BRANDS

Blue Sky Investment Properties, LLC

By: Richard D. Haarman
Richard D. Haarman
Its: Sole Member

Witness Signature: Cynthia Kelley
Witness Printed Name: Cynthia Kelley
State of ~~Kentucky~~ Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence, this 30 day of September, 2020, by Richard D. Haarman the Sole Member of Blue Sky Investment Properties, LLC, on behalf of the limited liability company and who is personally known to me or who has produced drivers license as identification.



Affix Notary Seal

Cynthia Kelley
Notary Public
Print Name: Cynthia Kelley
My Commission Expires: _____



americanacquisition.com

July 28, 2021

Fred H Lowe Family Partners
52 Chelsea Dr.
Santa Rosa Beach, FL 32459-8428

Project: Destin Cross Town Connector Roadway Project
Tax ID: 00-2S-22-2335-0000-0130
Location Address: 700 Legion Dr.
Destin, Florida

Dear Property Owner:

The City of Destin is planning a roadway improvement project, the Destin Cross Town Connector. I have been engaged to provide an appraisal of your property. The purpose of the appraisal is to estimate the market value of your property needed for the roadway improvement project.

I have scheduled a field inspection of the above-described property on Thursday, August 5, 2021 at 11:15 am. If you or your designated representative would like to bring to my attention factors that affect the value of the property, please meet me at the property at that time or contact me using the information below.

You may contact me Monday through Friday between 8:00 a.m. and 4:00 p.m. at 407-883-6288 or by email at scross@americanacquisition.com

If you have any questions, please contact me.

Very truly yours,

Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser RZ2405
407-883-6288
scross@americanacquisition.com



711 North Sherrill Street – Suite B
Tampa, Florida 33609-1109
Ph. 813-287-8191 Fax 813-287-8197

Stephen J. Cross, SR/WA

Appraiser



Mr. Cross has over 35 years of experience in all aspects of purchasing, managing, leasing and disposing of real property for government agencies and individuals. Effective management of large-scale projects for cities, counties, DOT, IRS and private individuals including, transportation and engineering services, land planning, right-of-way acquisition and appraisal services, eminent domain and expert witness

testimony.

PROFESSIONAL EXPERIENCE

American Acquisition Group (AAG) 2018 to present

Senior Appraiser. AAG acquired the RTD Group in April of 2018

RTD Group, 2008 to 2018

Promoted through multiple positions at a nationally recognized licensed Real Estate and Engineering Corporation, serving public and private clients in Florida.

Vice President, February 2017 to 2018

Deliver professional transportation and engineering services, planning and right-of-way acquisition and appraisal services. Responsible for managing acquisition projects, marketing, client development, contract negotiations, technical and administrative appraisal reviews and mediation reports. Provide eminent domain and expert witness testimony.

Right of Way Director, 2009 – February 2017

Managed appraisals, acquisition projects, cost estimates for concepts, planning, budgets and PD&E. Assisted legal departments, marketing, bids and proposal preparation. Attended public meetings representing ROW projects. Prepared land planning reports to support appraisal reports for Florida Department of Transportation (DOT) and Internal Revenue Service (IRS). Supervised acquisition and relocation agents. Testified as an appraisal expert in Order of Taking hearings and assisted in hearings and litigation support.

Senior Appraiser, Right-of-Way Department, Florida's Turnpike Enterprise, 2008 – 2009

Responsible for managing appraisal projects, cost estimates for concepts, planning and PD&E, preparation of appraisal reports and technical and administrative appraisal reviews. Delivered mediation reports and attended public meetings and hearings as right-of-way appraisal expert and assisted legal department. Participated on value engineering teams making recommendations on proposed ROW that has resulted in substantial savings to the agency.

Orange County Real Estate Management Division, 1986 – 2008

Review Appraiser, 1992 – 2008

Supervised appraisal projects, appraisals, appraisal review, cost estimates, appraisal bid scopes and litigation support. Prepared reports for mediation and attended as a participant. Served as a supervisor for the Public Information Call Center Emergency Operations Center during times of natural disasters.

Staff Appraiser, 1990 – 1992

Conducted appraisals, appraisal reviews, cost estimates and litigation support.

Years of Experience: 35

Education:

University of Central Florida
Bachelor of Science Degree in
Business Administration majoring in
Finance, 1983

Licensure/Certification:

FL State-Certified General Real Estate
Appraiser – RZ2405

FL RE Broker – BK149670

Designations / Affiliations

IRWA, Chapter 26 International
Director - Current
IRWA, Senior Right of Way
Professional (SR/WA)

Acquisition Agent, 1986 – 1990

Acquired properties for Orange County. Public Works Division road projects, intersection improvements, storm water drainage, public utilities, sewer and water easements, rapid infiltration basins, Fire Administration facility, fire station sites and various Parks and Recreation Division sites.

GOVERNMENT AGENCIES SERVED

- City of Tampa
- City of St. Petersburg
- Longboat Key
- Manatee County
- Hernando County
- Orange County
- Sumter County
- Osceola County
- Pasco County
- Pinellas County
- Tampa International Airport (TPA)
- Central Florida Expressway Authority (CFX)
- Hillsborough Area Regional Transit Authority (HART)
- Tampa Hillsborough Expressway (THEA)
- Florida DOT Districts 1, 2, 7
- Florida's Turnpike Enterprise, statewide

ADDITIONAL EXPERIENCE

Current Town of Astatula Councilman. Provide direct supervision of employees and the running of the Town. Responsible for all aspects of running the day-to-day business of the Town including the annual budget and setting the City's property tax rate.

Council Member for the Town of Astatula. Led an initiative to update of the land use codes and zoning regulations. Was instrumental in hiring a town engineer and a new town attorney.

Broker Associate, Phyllis B. Cross Realtor. Sale and leasing of properties, conducted title searches, cleared title defects, researched easements to determine legal access to properties.

Military Intelligence Aerial Image Interpreter, U.S. Army. Provided aerial photography interpretations and mapping. Squad Supervisor stationed at Fort Hood, Texas. Held a Top Secret Clearance.

Appraisal Report

Destin Bypass Road Phase I - Parcel 8 - A Report
Beverlycole Enterprises, LLC

700 Legion Drive
Destin, Florida
Okaloosa County



As of

April 4, 2022

Prepared for

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Prepared By

Shannon Ross Deal, MAI
Deal Consulting, P.A.
925 Falling Waters Road
Chipley, Florida 32428

Certification

Item/Segment	Destin Bypass Road Phase I
Road	Legion Drive
County	Okaloosa
Parcel Number	Parcel 8 - Beverlycole

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

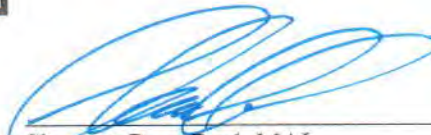
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant professional assistance to the person signing this report.
9. I understand that this appraisal is to be used in connection with the acquisition of right of way for a project by the City of Destin.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the City of Destin or their representatives and I will not do so until so authorized by city officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the client without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional organization, are described on an addendum to this certificate, and by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part acquired, including net severance damages after special benefits, if any, of the property appraised as of April 4, 2022, is: **\$675,000.**

Market Value Allocation	
As Improved	\$675,000
Damages/Cost to Cure	\$0
Total	\$675,000

Land Area 14,151 Square Feet (0.325 Acres)

April 14, 2022
Date



 Shannon Ross Deal, MAI
 State-Certified General Real Estate Appraiser RZ2529

Addendum to the Certification

1. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
2. As of the date of this report, Shannon Ross Deal, MAI, has completed the requirements of the continuing education program as required by the Florida Department of Business and Professional Regulation (Department of Real Estate).
3. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice.
4. As of the date of value of this report, Shannon Ross Deal, MAI, has completed the continuing education program of the Appraisal Institute.
5. Jon J. Cumbaa, State-Certified General Real Estate Appraiser RZ3647, provided significant professional assistance to the person signing this report. Mr. Cumbaa assisted with the inspection of the subject and assemblage of the report. However, I selected all comparable sales, determined appropriate adjustments and reconciled values, and made the final decision on damages, if any. All analyses and conclusions are my own.

April 14, 2022
Date



Shannon Ross Deal, MAI
State-Certified General Real Estate Appraiser RZ2529

REPORTING REQUIREMENT 110:

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REPORTING REQUIREMENT 115:
QUALIFYING AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and land use regulations have been complied with, unless a non-conformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with properly written qualification and only in its entirety.
3. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. The forecasts, projections, or operating estimates contained herein are based on market conditions as of the date of value, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to change with future conditions.
6. The Americans with Disabilities Act (ADA) became effective January 29, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA was not considered in estimating the value of the property.

7. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed in this report is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

EXTRAORDINARY ASSUMPTION & HYPOTHETICAL CONDITION DEFINITION & DISCUSSION

Extraordinary Assumptions

An extraordinary assumption is defined in the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition, Page 4*, as follows:

... an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property, such as market conditions or trends; or the integrity of data used in an analysis.

It is my understanding that no title work will be provided to the appraiser. Therefore, I will employ an extraordinary assumption that the subject is under 100% fee simple estate ownership and there are no title issues that could affect market value.

I was not provided any right-of-way maps, surveys, or plans for the subject property. Therefore, my estimation of the subject areas is based on information obtained from the public record as well as a 2017 rental listing from the MLS which is assumed to be accurate.

The client requested an exterior only inspection. Therefore, the appraiser has relied on information obtained from the public record as well as a 2017 rental listing from the MLS. The appraiser assumes the quality and condition of the improvement's interior is commensurate with the exterior of the improvement, observed on April 4, 2022 (date of value), and similar improvements in the market area.

If these assumptions prove to be incorrect, my opinion of value could change. The use of any extraordinary assumptions may result in different assignment results than if none were applied.

Hypothetical Conditions

Hypothetical conditions are defined in the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition, Page 4*, as follows:

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

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

There are no hypothetical conditions in this report.

REPORTING REQUIREMENT 120:
SUMMARY OF SALIENT FACTS

Street Address or Location

The subject property is located at the southeast corner of Legion Drive and Beach Drive in the city limits of Destin, Florida.

Property Owner Name and Address

Beverlycole Enterprises, LLC
52 Chelsea Dr
Santa Rosa Beach, FL 32459-8428

Extent to which the Subject was Inspected

Property Type	Improved Residential
Extent	Inspected from Public Right of Way
Date Inspected	April 4, 2022
Deal Consulting -	Shannon Ross Deal, MAI & Jon J. Cumbaa
Others -	N/A

In addition to this inspection, the subject and surrounding area have been informally inspected at various times. An aerial photograph obtained from the Okaloosa County Property Appraiser's website has also been examined. Wetlands were determined by a combination of the National Wetlands Inventory maps obtained from www.mapwise.com, on-site inspections, and aerial photography. Other topographical information is based on data obtained from www.mapwise.com and <http://webgis.myokaloosa.com>. If a topographical survey indicates different elevations for the subject, the value opinion stated herein could change.

The client requested an exterior only inspection. Therefore, the appraiser has relied on information obtained from the public record as well as a 2017 rental listing from the MLS. The appraiser assumes the quality and condition of the improvement's interior is commensurate with the exterior of the improvement, observed on April 4, 2022 (date of value), and similar improvements in the market area.

Effective Date (Date of Value)

The effective date of this appraisal is April 4, 2022.

Date of Report (Date Certificate was Signed)

The date of this report is April 14, 2022

Size of Total Ownership, Part to be Acquired, and Remainder

Parent Tract:	0.325 Acres, or 14,151 Square Feet
Part to be Acquired:	0.325 Acres, or 14,151 Square Feet
Remainder:	None (Total Acquisition)

Please see the Description of Property, Photographs, and Sketches Section of this report for a complete description of the pertinent physical characteristics of the subject property.

REPORTING REQUIREMENT 130:
REPORT FORMAT

This is an appraisal report in accordance with Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (consistent with the former summary appraisal report in Standards Rule 2-2(b) of USPAP). As such, it presents sufficient information to enable the client and other intended users, as identified, to understand it properly. Supporting documentation is contained in my work file and will be made available at the client's request.

REPORTING REQUIREMENT 140:
PURPOSE, INTENDED USE, CLIENT, AND INTENDED USER

The purpose of the appraisal is to develop and report an opinion of market value. The intended use of this appraisal is for establishing recommended compensation, as applicable, of the whole property, the property to be acquired, the remainder property, the damages and special benefits, if any, for acquisition by the City of Destin for use in connection with a public improvement. The client and intended user of the appraisal is the City of Destin.

REPORTING REQUIREMENT 150:
MARKET VALUE DEFINITION

The following definition of market value is taken from **Florida State Road Department v. Stack, 231 So.2d 859 Fla., 1st DCA 1969** as cited in the Florida Department of Transportation's Supplemental Standards of Appraisal.

“Value” as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.

The market value opinion in this report is in terms of cash or terms equivalent to cash. The intended user's attention should be directed to the fact that the market value estimated in this report is relevant as of the date of value. The market value estimated is also contingent on a reasonable exposure time in a competitive market. The reasonable exposure time will be estimated and defined in the following section of this report. It should be noted that any change in the date of value or exposure time identified in this report could significantly change the estimate of market value.

REPORTING REQUIREMENT 160:
PROPERTY INTEREST APPRAISED

The rights being appraised are those associated with a fee simple estate. Fee Simple Estate is defined in the Appraisal Institute's *The Appraisal of Real Estate, 14th Edition*, Page 5 as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.

Other Property Rights/Interest Appraised Considerations:

1. It is my understanding that no title work will be provided to the appraiser. Therefore, I will employ an extraordinary assumption that the subject is under 100% fee simple estate ownership and there are no title issues that could affect market value. The appraiser is not aware if any other ownership rights exist.
2. This appraisal does not involve any real property interests previously conveyed such as, reservations, dedications or permanent easements to the public; mineral rights reserved to the state; or Trustees of the Internal Improvement Trust Fund (T.I.I.T.F.) reservations.
3. The subject property is not improved with an Outdoor Advertising (ODA) billboard.

REPORTING REQUIREMENT 175:
SCOPE OF WORK

The Scope of Work is described in the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition*, Page 13, as:

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

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

An appraiser must properly identify the problem to be solved in order to determine the appropriate scope of work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results.

Comment: *Scope of work includes, but is not limited to:*

- *the extent to which the property is identified;*
- *the extent to which tangible property is inspected;*
- *the type and extent of data researched; and*

- *the type and extent of analyses applied to arrive at opinions or conclusions.*

Appraisers have broad flexibility and significant responsibility in determining the appropriate scope of work for an appraisal or appraisal review assignment.

Credible assignment results require support by relevant evidence and logic. The credibility of assignment results is always measured in the context of the intended use.

As is allowed by USPAP, these items are addressed in multiple sections in this report.

Type and Extent of Data Researched

Information considered relevant to the subject property with regard to the subject's physical, economic, and legal characteristics, the general subject area, the subject's highest and best use, and comparable sale data was gathered in the local markets, the Okaloosa County Property Appraiser, Clerk of Court, and Planning Department Web Sites, local Multiple Listing Services, LoopNet, and through discussions with local market participants.

As a result of analyzing this information, the appropriate approaches to value were determined. The sales comparison approach and the income approach were used to value the property as improved. Due to the age of the improvements, the cost approach is not as reliable as the other approaches.

According to the Appraisal Institute's *The Dictionary of Real Estate Appraisal, 6th Edition*, the sales comparison approach is defined as:

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

According to the Appraisal Institute's *Electronic Dictionary, 6th Edition*, the income capitalization approach is defined as:

Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.

For the sale comparison portion of the analysis, property characteristics such as size, location, other physical attributes, and economic factors received primary focus in the selection of comparable sales used in the valuation of the subject. Each sale involved in the data collection process was confirmed with either the buyer, seller, or real estate agent involved with the transaction. Data sheets were prepared in accordance with the FDOT Supplemental Standards using information obtained through the above-mentioned market research and verification process.

For the income approach portion of the analysis, size, location, and other physical and economic characteristics were focused on to select the comparables used to arrive at the value of the subject as though improved. Each lease involved in the data collection process was confirmed with either the lessee, lessor, or real estate agent involved with the transaction.

The adjustments applied in this report incorporate data from the subject area and general real estate trends in the area. The conclusion as to the market value of the subject property was derived through the reconciliation of this data and information and was the basis for this appraisal.

REPORTING REQUIREMENT 180:
APPRAISAL PROBLEM

The appraisal problem involves, first, estimating the market value of the parent tract before the acquisition. The value of the part taken is then calculated, based on the before valuation. Any improvements within the take area will be valued based on their contributory value.

Since this is a whole acquisition, the part taken is equal to the before value.

The subject property is typical of the market with no unique or unusual characteristics which would make it a market outlier.

REPORTING REQUIREMENT 200:
IDENTIFICATION OF THE PROPERTY & LEGAL DESCRIPTION

The subject property is located at the southeast corner of Legion Drive and Beach Drive in the city limits of Destin, Florida. The

Street Address	700 Legion Drive Destin, FL 32541
Tax Identification Number	00-2S-22-2335-0000-0130
Official Records Location of Legal Description	Book 3594, Page 3535 of the Public Records of Okaloosa County, Florida

See the addendum for a copy of this instrument.

REPORTING REQUIREMENT 220: **DESCRIPTION OF AREA AND NEIGHBORHOOD**

Area Analysis

Okaloosa County is part of the Emerald Coast located in Florida's Northwestern Panhandle. Okaloosa County lies approximately 140 miles west of the State capitol, Tallahassee. Okaloosa County serves more than 180,000 residents. The County is governed by the Okaloosa County Board of County Commissioners. The Commission, which is the legislative branch of government, serves as the county governing board for the residents of the unincorporated areas. The county seat is Crestview.

Area Map



Located in northwest Florida, Okaloosa County is bordered by the Gulf of Mexico, Santa Rosa, and Walton counties. According to the U.S. Census Bureau, the county has a total land area of 930.25 square miles with a population density of 194.4 persons per square mile. Of the total land area, approximately 13.53% is water. The average winter temperature is 51 degrees (Fahrenheit) while the average summer temperature is 80 degrees (Fahrenheit). The average annual rainfall is 65 inches.

Okaloosa County is comprised of many municipalities: Ft. Walton Beach, Crestview, Destin, Niceville, Baker, Shalimar, Cinco Bayou, Laurel Hill and Valparaiso. Each municipality has its own government and provides city services such as water, sewer, police and zoning protection. Okaloosa County also includes various unincorporated areas. The Board of Okaloosa County Commissioners governs the unincorporated areas of Okaloosa County. Both county and city governments are of the “commission” form, with elected commissioners and appointed managers. These commissioners are elected and typically serve a four-year term. All departments not headed by an elected official, are overseen by a city manager, who is appointed by the city commission.

Interstate 10 provides direct east-west access to important regional and national markets intersecting major north-south interstates I-65, I-75 and I-95. US 90 runs parallel to the CSX

Rail Transportation System that connects users to all regions of the country. U.S. Highway 98 is a main thoroughfare running along the coast from west Alabama connecting Pensacola, Fort Walton Beach, Panama City, Port St. Joe, Apalachicola and then north to Tallahassee. Highway 20, parallel to I-10, also connects Tallahassee to central Okaloosa County.

The Okaloosa Regional Airport is located in the heart of Okaloosa County providing commercial transportation for the gulf coast at the most reasonable cost available for most destinations. Highway access to the terminal, parking and other facilities is provided by State Route 85, a north-south main thoroughfare. Okaloosa County recently concluded an expansion replacing its previous 38,100 square foot terminal with a new terminal of more than 107,000 square feet. The airport serves over 520,000 passengers each year with direct service to Atlanta, Cincinnati, Dallas, Memphis, Orlando and Tampa. The regional airport utilizes two Eglin AFB runways. One runway is 10,000 feet long and 300 feet wide; the second is 12,000 feet long and 300 feet wide. The access taxiway measures 1,600 feet long and 50 feet wide.

The Destin-Fort Walton Beach Airport is located in the City of Destin adjacent to the Destin Industrial Airpark with 81 aircraft based on the field. The Destin-Fort Walton Beach Airport is owned and operated by Okaloosa County and is a transient general aviation and local general aviation airport with a 5,000-foot runway.

The Bob Sikes Airport is located at the Okaloosa County Industrial Airpark is also owned and operated by Okaloosa County. The industrial park was built around the 8,000-foot runway to facilitate the targeted aviation related businesses. A 64,000-square-foot hanger is on location for aircraft modifications.

Okaloosa County supports three major military installations, Eglin Air Force Base, Hurlburt Field, and Duke Field. The U.S. Coast Guard operates a small unit on Okaloosa Island. The following is a brief description of each military base and their impact within the county.

- Eglin AFB is the largest military installation in the Department of Defense with 724 square miles of land area, 134,000 square miles of airspace, and more than 123,000 square miles of water ranges in the Gulf of Mexico. As of 2009, the installation contained 2,239 buildings totaling 12,105,930 square feet of building area. Eglin employs 7,928 active duty military personnel and 5,435 civilians. The Air Armament Center (AAC), belongs to the Air Force Materiel Command and is responsible for development, acquisition, testing, deployment and sustainment of all air-delivered weapons. Eglin's range supports training activities for numerous operational military units, military schools, and various federal agencies. These training activities are conducted on an individual, group, or joint operations basis. Eglin AFB supports Army and Navy units. 62 major organizations resided at Eglin. Eglin AFB occupies 463,128 acres across Okaloosa, Santa Rosa and Walton Counties.
- Duke Field is home for the 919th Special Operations Wing, the only special operations unit in the Air Force Reserve. The 919th SOW reports to the Air Force Reserve Command's Tenth Air Force in peacetime, and becomes part of AFSOC at Hurlburt Field if mobilized for conflict. Duke Field is located within the northern section of Eglin's

reservation and employs 1,200 reservists and 300 full-time civil service personnel. Duke's total economic impact in the community is estimated at \$51 million annually.

- Hurlburt Field is the headquarters of the Air Force Special Operations Command (AFSOC), the Air Force component of U.S. Special Operations Command; and the 1st Special Operations Wing, AFSOC's oldest and largest unit. AFSOC's mission is to provide Air Force special operations forces for worldwide deployment in the conduct of the War on Terrorism in order to disrupt, defeat, and destroy terrorist networks that threaten the United States, its citizens, and interests worldwide. Responsibilities are to provide aerospace surface interface, agile combat support, combat aviation advisory operations, information warfare, personnel recovery and rescue operations, precision aerospace fires, psychological operations, specialized aerospace mobility and specialized refueling to unified commands. Hurlburt Field is located in the southern portion of the Eglin reservation in Okaloosa County occupying 6,634 acres. As of 2008, the installation contained 644 buildings totaling 5,200,000 square feet of building area. Hurlburt employs 10,782 active duty military personnel and 1,316 civilians.
- The U.S. Coast Guard Station in Destin, commissioned in November 1977, is located on Choctawhatchee Bay at the east end of Okaloosa Island. Our primary missions include Search and Rescue and a wide range of law enforcement activities including Recreational and Commercial Boating Safety, Fisheries, Marine Environmental Protection, Ports, Waterways, Coastal Security and Drug Interdiction. The unit's area of responsibility extends 30 miles off-shore into the Gulf of Mexico bordered by Inlet Beach to the east and Navarre Bridge to the west. Inland the unit covers the Choctawhatchee Bay, all bayous, and the Intracoastal Waterway. The station is equipped with two 41-foot Utility Boats and two 25-foot Defender Class Response Boats. As of 2009, the installation contained 3 buildings totaling 22,000 square feet of building area. The Coast Guard employs 34 active duty military personnel, 14 auxiliary/floatilla, and 64 civilians.

See the addendum of this report for a summarized economic and demographic area analysis of Okaloosa County.

Neighborhood Description

According to the Appraisal Institute's Electronic Dictionary, a neighborhood is:

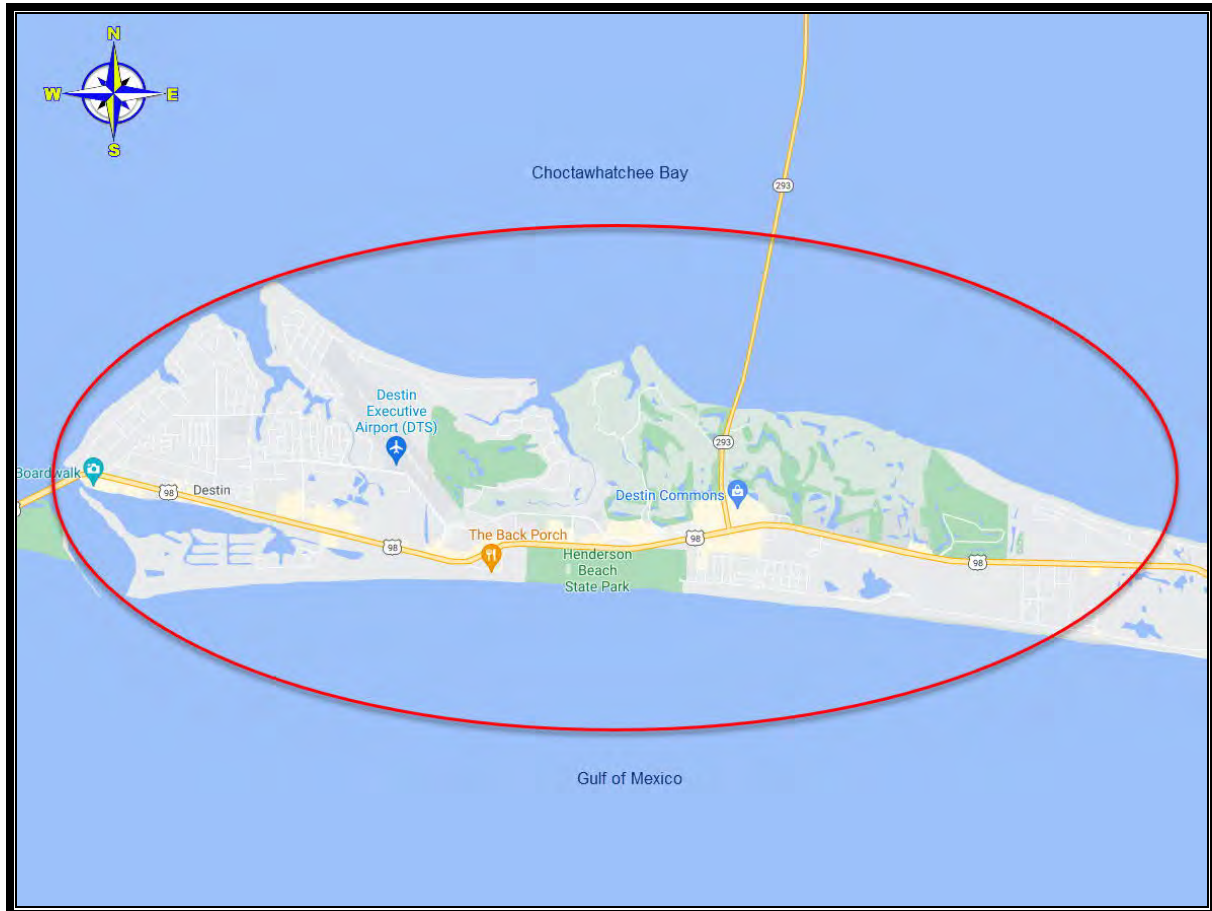
...a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.

Subject Neighborhood

The subject neighborhood is located inside and outside the city limits of Destin, Florida. Neighborhood boundaries consist of Choctawhatchee Bay to the north and west, Seascapes Drive to the east, and the Gulf of Mexico to the south. Highway 98 is the main commercial corridor in the neighborhood.

The following is a map of the subject's neighborhood boundaries:

Subject Neighborhood Map



The neighborhood is a mixture of residential and commercial use and contains sufficient shopping, schools, and public services. Residential development is primarily subdivision developments. Commercial development is located primarily along U.S. Highway 98. Residential improvements are predominately 10-to-60-year-old, residential structures with minimum ancillary structures.

The neighborhood's real estate trends, both commercial and residential, have been rising over the past few years.

REPORTING REQUIREMENT 230:

DESCRIPTION OF PROPERTY, PHOTOGRAPHS, & SKETCHES

Location

The subject property is located at the southeast corner of Legion Drive and Beach Drive in the city limits of Destin, Florida.

Type of Property and Existing Use

The subject property consists of 0.325 acres, or 14,151 square feet of land improved with a 3-unit residential structure, a triplex, and the ancillary improvements supporting this use.

Land Description

Size and Shape

The property has a site area is 0.325 acres, or 14,151 square feet and is basically rectangular.

Dimensions

See sketch for dimensions of the subject property.

Road Frontage

The subject has 120.07 feet of frontage along Legion Drive and 120.00 feet along Beach Drive. Both roads are two-lane residential roadways.

Ingress/Egress

The subject is currently accessed by one concrete drive along Legion Drive and one concrete drive along Beach Drive.

Utilities Available

All public utilities (electric, water, sewer, etc.) are available to the subject property.

Utilities in Use

All public utilities (electric, water, sewer, etc.) appear to be in use on the subject property.

Water Features

None

Traffic Counts

Per the Florida Department of Transportation's Florida Traffic Online Web Application, Florida Traffic Online, the annual average daily traffic (AADT) along the subject's Legion Drive frontage is 12,000 cars per day. The AADT along the subject's Beach Drive frontage is not measured by the FDOT.

Topography

According to the contour overlay below (<http://webgis.myokaloosa.com>), the subject property basically level.



I do not have the benefit of a topographical survey. If a topographical survey indicates different slopes for the subject, my value opinion could change.

Flood Zone

FEMA Flood maps obtained from www.mapwise.com indicate the subject is located in Flood Zone X, the designation for land outside the 100-year flood area.

The subject's location within its flood zone area is shown in the map below:



It should be noted that, although the FEMA Flood maps are an indication as to flood zone status, a survey should be obtained to determine the actual elevation of a property in relation to the flood zone.

Wetlands

No environmental engineering services were retained for locating on-site wetland areas. The wetlands determination for the subject was made using the National Wetlands Inventory map (obtained from www.mapwise.com) and my on-site inspection. Based on the map below, the property does not have any wetlands.

Wetlands Map

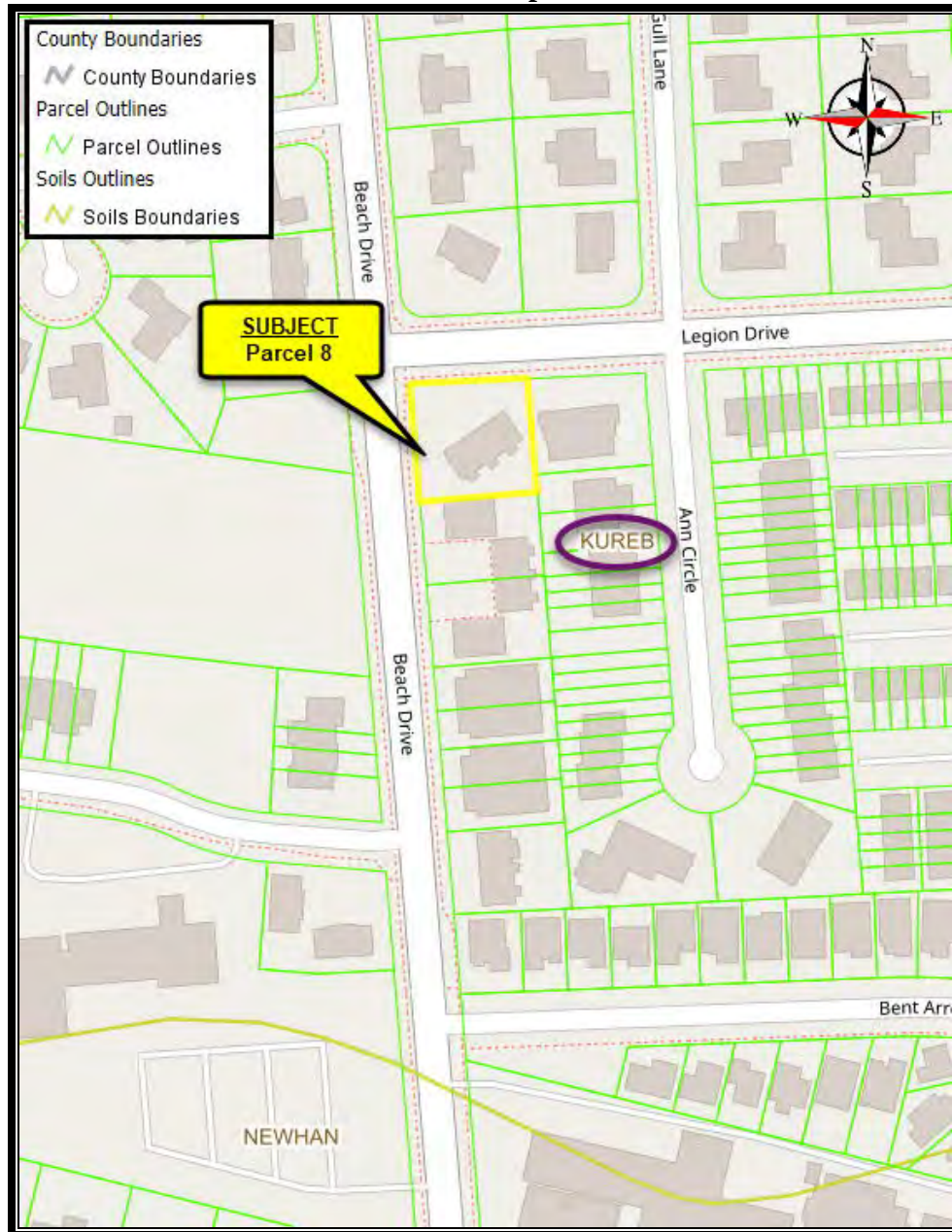


Please note that I have no special expertise in the identification of wetlands. Therefore, a qualified expert should conduct a wetland delineation to verify my cursory findings.

Drainage and Soil Conditions

Per the soil map obtained from www.mapwise.com, the subject is composed of Kureb Soil. Based on inspection of the subject and the surrounding area, the soil quality is sufficient for stand-alone development of the property.

Soil Map



Water Retention Rights for Development

The subject property does not have any vested rights in regard to water retention.

Easements, Encroachments, or Restrictions

There are no apparent easements, encroachments, or restrictions that adversely affect the marketability or value of the subject property. There are two utility easements noted in the deed: one in favor of Gulf Power adjacent to a roadway, for power poles, and a public utility easement over the east five feet of the property. These easements are typical of properties in the local market with no adverse effect on the subject. The deed also references a Declaration of Restrictions recorded in OR Book 1886, Page 938. However, the referenced official record is not a Declaration of Restrictions, nor is it related to the subject property.

Environment

The site is not located in the proximity of any nuisances, hazards, or detrimental influences. Okaloosa County has an attractive climate and no problems with air pollution.

Based on my inspection, there is no observable evidence of contamination or hazardous materials. It should be noted that I have no special expertise in the identification of hazardous material or contamination. A qualified expert should conduct an Environmental Phase I audit to verify my cursory findings.

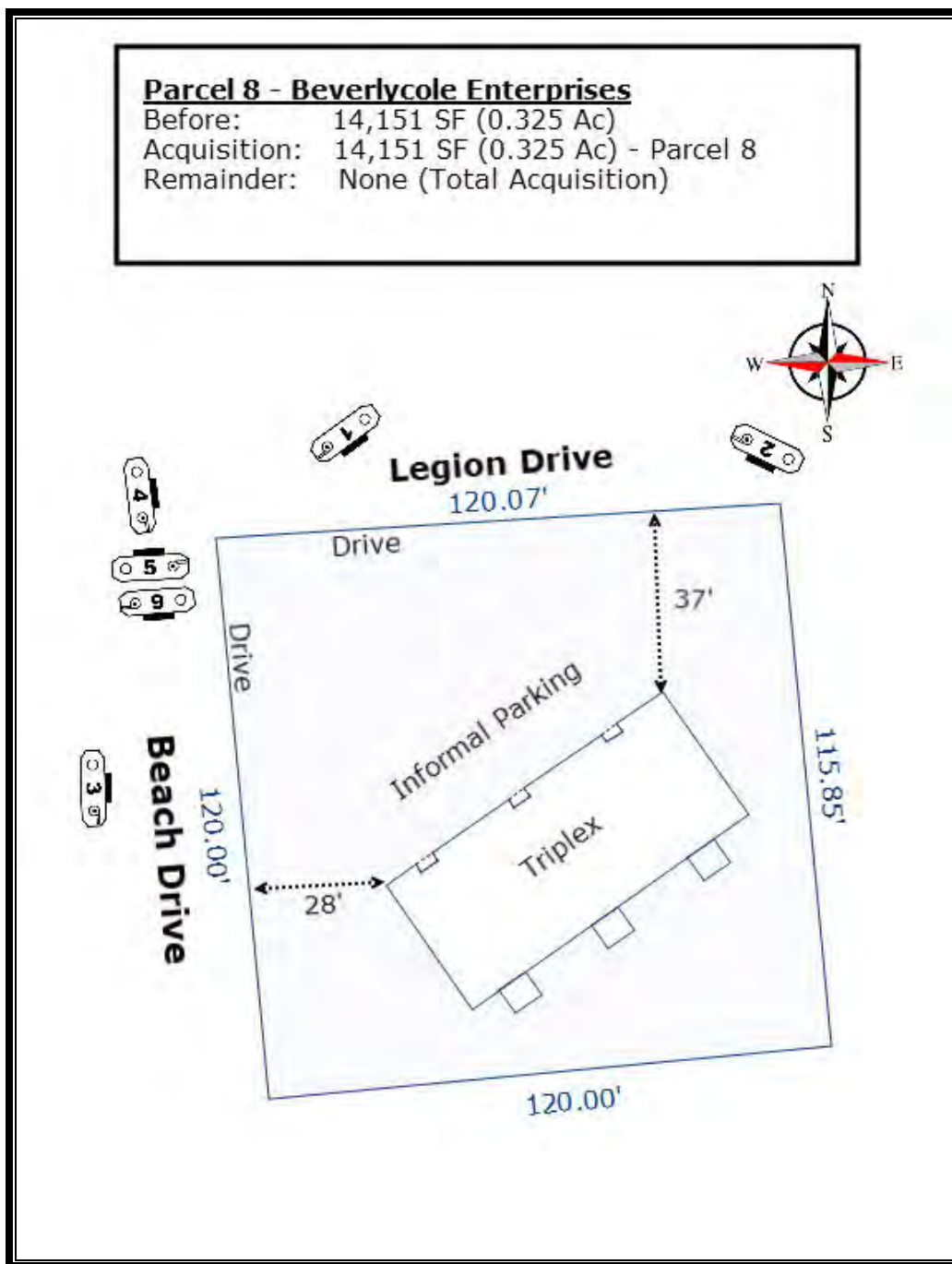
Personal Property Not Valued

N/A

Aerial Map



Property Sketch



Description of Improvements

Overview

The client requested an exterior only inspection. Therefore, the appraiser has relied on information obtained from the public record as well as a 2017 rental listing from the MLS. The appraiser assumes the quality and condition of the improvement's interior is commensurate with the exterior of the improvement, observed on April 4, 2022 (date of value), and similar improvements in the market area. Measurements and the size of the primary improvement are based on information from the Okaloosa County Property Appraiser's data.

Construction Type

The residence has brick over wood-frame construction.

Construction Quality

The improvement is constructed from materials typically found in the local market. Based on site inspection, it appears the quality of construction is average.

Actual Age

According to the Okaloosa County Property Appraiser, the residence was built in 1980 (actual age = 42 years).

Effective Age/Condition

Based on an exterior inspection and assumptions previously discussed, it appears the property has received adequate maintenance and updating over the course of its physical life. Considering this, it is my opinion the effective age is 25 years.

Remaining Economic Life

Based on surrounding uses, the present zoning and the effective age estimated above, it is my opinion the remaining economic life is 35 years. This is based on a total economic life of 60 years.

Area

According to the Okaloosa County Property Appraiser, the residence has 2,280 square feet of gross living area (heated and cooled area).

Number of Units

Three (2 Bedroom, 1 Bath Units)

Number of Stories

One

Number/Type of Rooms (Quantity is 1 if not Noted)

Bedrooms (6)
Bathrooms (3)
Living Area (3)
Laundry (3)
Kitchen (3)

Fixtures/Appliances (One in each Unit)

Refrigerator
Oven/Stove
Range Hood
Dishwasher

Foundation

Concrete Slab

Exterior Wall Finish

Brick

Roof Material

Shingle

HVAC

Central

Interior Wall Construction

Drywall

Interior Wall Finish

Painted Drywall

Flooring

Carpet
Ceramic Tile

Ceiling Construction

Drywall

Ceiling Finish

Painted Drywall

Other Pertinent Features (Quantity is 1 if not Noted)

Unfinished Storage (3)
Covered Entrance (3)

Car Storage

Informal Driveway Spaces

Site Improvements

Concrete Drive/Parking

Wood Privacy Fence

Landscaping

Trade Fixtures and Equipment Considered Real Estate

N/A

Trade Fixtures and Equipment Considered Personal Property

N/A

Outdoor Advertising Sign

N/A

Functional Utility

The layout of the improvement is typical of the local market with a functional floor plan.

Deferred Maintenance

Considering the overall age and condition of the improvement, no specific items of deferred maintenance were noted.

External Obsolescence

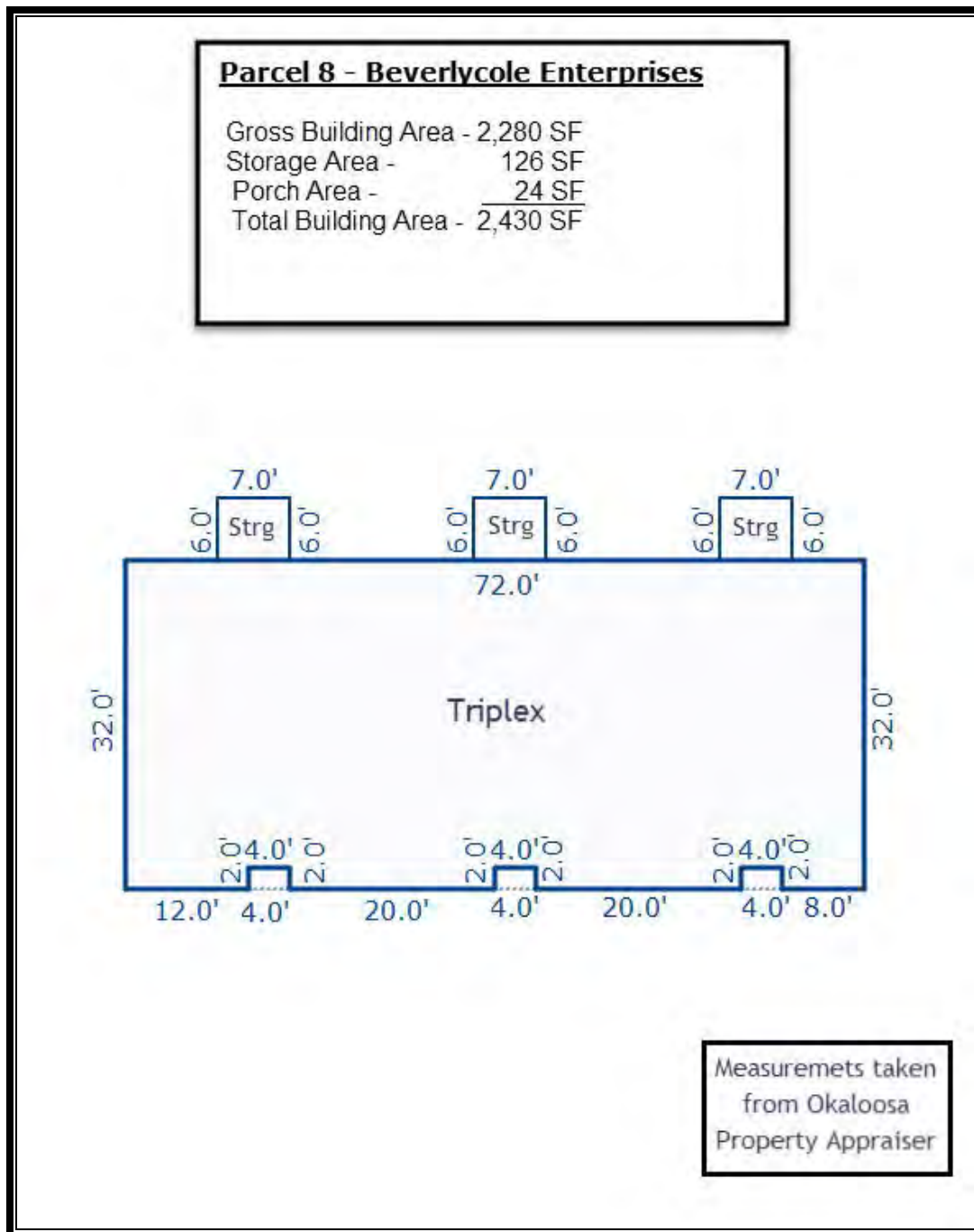
No external obsolescence was noted in the vicinity of the subject.

Setback

Legion Drive – 37 Feet

Beach Drive – 28 Feet

Building Sketch



Photos Taken by Shannon Ross Deal, MAI on April 4, 2022



Looking Southeast at the Subject from Legion Drive – Photo #1

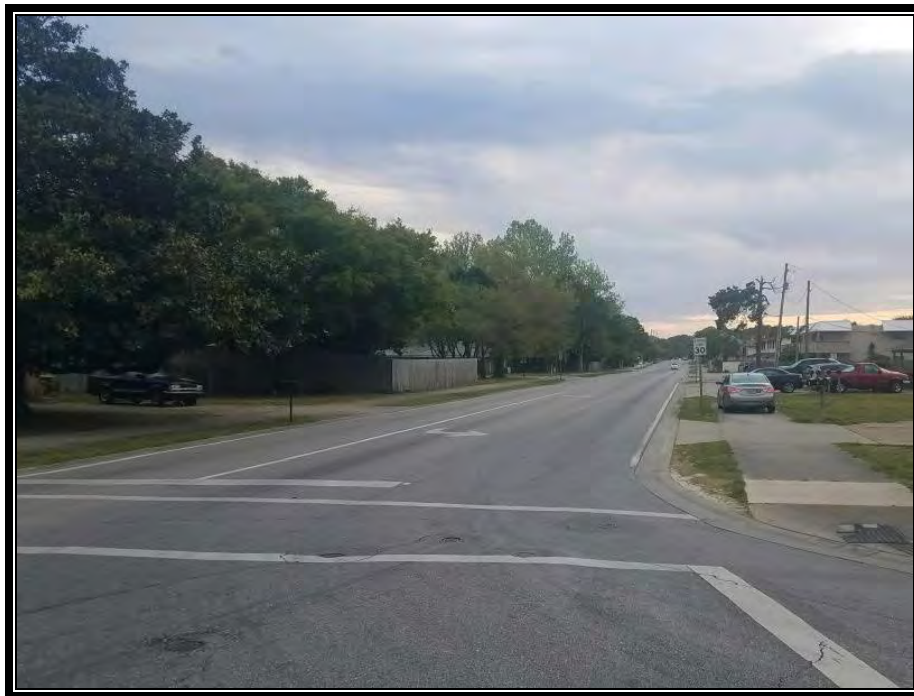


Looking Southwest at the Subject from Legion Drive – Photo #2

Photos Taken by Shannon Ross Deal, MAI on April 4, 2022



Looking East at the Subject from Beach Drive – Photo #3



Looking East along Legion Drive – Photo #4

Photos Taken by Shannon Ross Deal, MAI on April 4, 2022



Looking North along Beach Drive – Photo #5



Looking South along Beach Drive – Photo #6

Photos Taken from 2017 MLS Rental Listing



Living Area – Unit 2



Kitchen – Unit 2

Photos Taken from 2017 MLS Rental Listing



Typical Bedroom – Unit 2



Bathroom – Unit 2

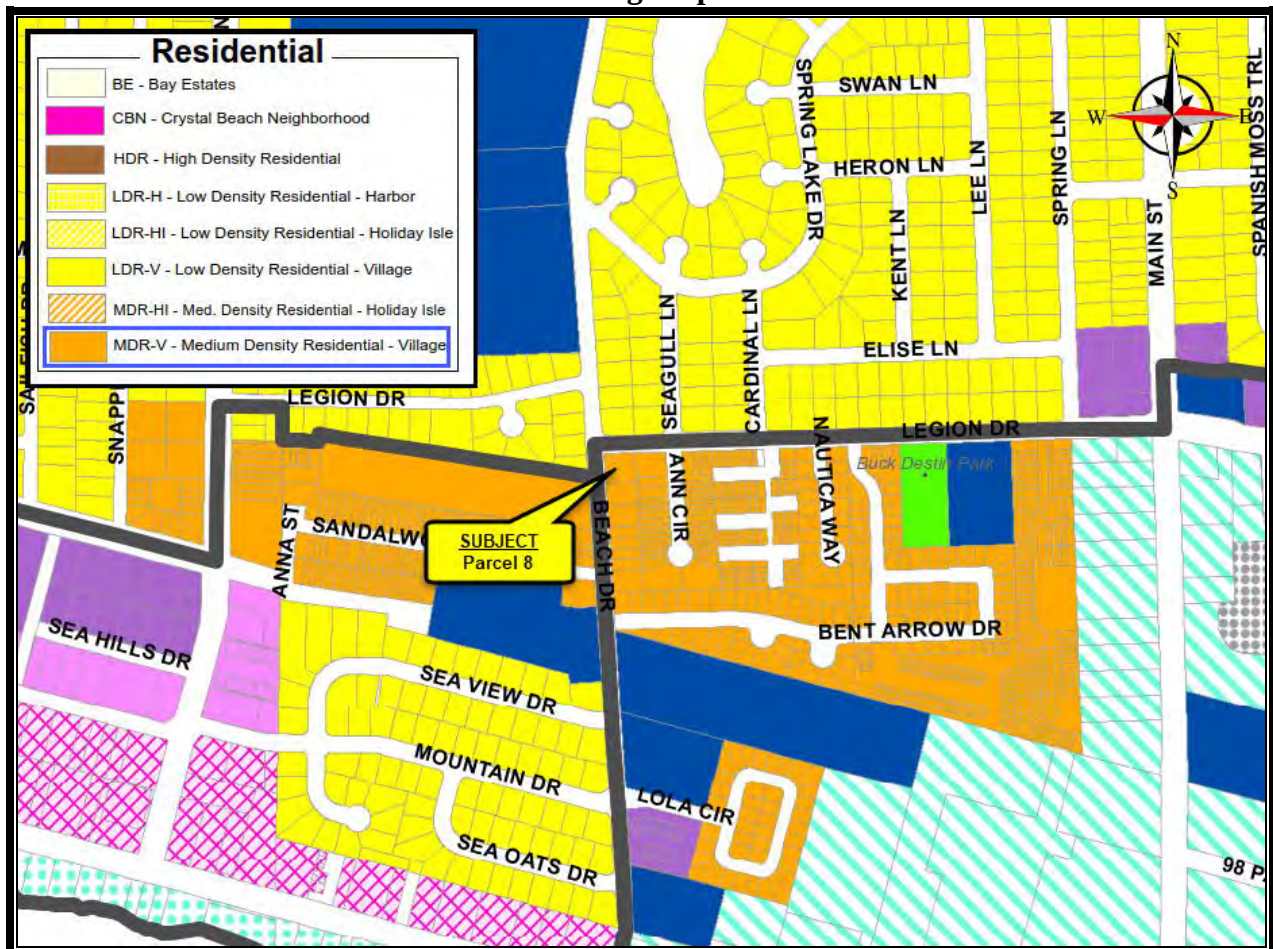
REPORTING REQUIREMENT 235:
EXISTING TRANSPORTATION FACILITY DESCRIPTION

Legion Drive and Beach Drive are two-lane paved roadways.

REPORTING REQUIREMENT 240:
ZONING, LAND USE PLANNING, AND CONCURRENCY

According to the City of Destin zoning map below, the subject parcel has a *Medium Density Residential – Village (MDR-V)* zoning designation.

Zoning Map



The following pages include portions of the City of Destin Land Development Code that are relevant to the subject:

	Community Development Department Planning Division 4200 Indian Bayou Trail, Destin, FL 32541 Phone: (850) 654-1119 option 2 www.cityofdestin.com	ZONING DISTRICT FACTSHEET					
The purpose and intent of establishing zoning districts is to ensure that all development is consistent with the goals, objectives and policies of the Comprehensive Plan, by establishing a series of zoning districts that indicate what uses are allowed and site development regulations that control the use of land in each district. All development within each zoning district shall be consistent with the purposes stated for each district. (LDC 7.12.05)							
MEDIUM DENSITY RESIDENTIAL – VILLAGE (MDR-V)							
Purpose and Intent. The Medium Density Residential - Village zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent single-family detached or multi-family attached residential dwelling units. It is the intent of the MDR - V zoning district to specifically not allow the following uses to be located in the district: seasonal single-family detached or multi-family attached residential dwelling units; commercial hotels, motels, bed and breakfast establishments, or other commercial transient living accommodations; and all non-residential uses.							
Table 7-2: Table of Allowable Uses (excerpt from LDC 7.12.06)							
PERMITTED USES:							
Permanent or long-term residential uses							
<table border="1"><tr><td>Single-family detached dwelling</td></tr><tr><td>Single room occupancy housing</td></tr><tr><td>Guest house ⁽¹⁾</td></tr><tr><td>Accessory dwelling</td></tr><tr><td>Single room occupancy housing</td></tr></table>			Single-family detached dwelling	Single room occupancy housing	Guest house ⁽¹⁾	Accessory dwelling	Single room occupancy housing
Single-family detached dwelling							
Single room occupancy housing							
Guest house ⁽¹⁾							
Accessory dwelling							
Single room occupancy housing							
Other residential uses							
<table border="1"><tr><td>Community residential home, small (1—6)</td></tr><tr><td>Community residential home, large (7—14)</td></tr><tr><td>Family day care home</td></tr></table>			Community residential home, small (1—6)	Community residential home, large (7—14)	Family day care home		
Community residential home, small (1—6)							
Community residential home, large (7—14)							
Family day care home							
NAICS Use Designations							
<table border="1"><tr><td>221122</td><td>Distribution electric substation ⁽¹⁶⁾</td></tr></table>			221122	Distribution electric substation ⁽¹⁶⁾			
221122	Distribution electric substation ⁽¹⁶⁾						
CONDITIONAL USES:							
NAICS Use Designations							
<table border="1"><tr><td>922120</td><td>Police protection</td></tr><tr><td>922160</td><td>Fire protection</td></tr></table>			922120	Police protection	922160	Fire protection	
922120	Police protection						
922160	Fire protection						
ACCESSORY USES:							
<table border="1"><tr><td>Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.</td></tr></table>			Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.				
Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.							
Footnotes:							
16 Refer to Section 7.09.02(B)12 for further information.							
Supplement 27, thru 21-03-LC, Sep 20, 2021							

Table 7-3: Schedule of Dimensional Requirements in Zoning Districts (excerpt from LDC 7.12.08)
(all dimensions in feet)

Medium Density Residential - Village (MDR-V)			
Dwelling Units		1	2+
Minimum Lot Area (square feet)		7,500	None
Minimum Lot Size	Width	70	None
	Depth	100	None
Maximum Building Height / Stories		35/3 stories	35/3 stories
Setbacks	Front	20	A/B
	Side	7½	A/B
	Rear	10	A/B
Maximum Density (units per acre)		5.81	9.90
Maximum Floor Area Ratio		N/A	N/A
Minimum Open Space (%)		25%	25%

Footnotes:

A

Building Height	Setbacks		
	Front	Side	Rear
2-Stories or less	20	No side or rear yards are required except where property line is contiguous with residential district boundary	
3-Stories	20	15	20
4-Stories	20	20	25
5-Stories or more	20	Increased by two feet on each side for each story exceeding four stories	

Within the Old Destin MMTD, no minimum front, side or rear setbacks are required, except where the property line is contiguous with a BE or LDR residential district boundary; then ten-foot side and rear yards, maintained as open space, shall be provided.

Buildings or structures three stories or less utilized for residential or multifamily purposes on the same lot shall be a minimum of ten feet apart. All buildings exceeding three stories in height, the distance apart on the same lot shall be increased by two feet for each story exceeding three stories with a maximum of 50 feet between buildings being required. There are no minimum spacing requirements between residential, nonresidential, mixed-use or multifamily buildings located on the same lot in the Old Destin MMTD.

B

A ten-foot yard, maintained as open space, shall be provided. Within the Old Destin MMTD, no minimum front setback is required.

Development Order

N/A

Concurrency

Concurrency is not currently an issue for development along this corridor.

REPORTING REQUIREMENT 250:

ASSESSED VALUE, TAXES, AND SPECIAL ASSESSMENTS

According to information taken from the Okaloosa County Property Appraiser and Tax Collector web sites, the subject property is identified as follows.

Assessed Value/Taxes	
Tax Authority	Okaloosa County Property Appraiser & Tax Collector
Property Number	00-2S-22-2335-0000-0130
Assessed Value	
Building Value	\$142,347
Extra Feature Value	\$3,218
Land Value	\$129,755
Agricultural Value	\$0
Just (Market) Value	\$275,320
Assessed Value	\$275,320
Exempt Value	\$0
Taxable Value	\$275,320
Homestead	No
Tax Year	2021 Certified Value
Taxes	
Tax Amount	\$3,418.98
Non-Ad Valorem/Special Assesments	\$0.00
Total Amount Due (No Early Discount)	\$3,418.98
Total Amount Paid	\$3,316.41
Tax Year	2021

REPORTING REQUIREMENT 260:
HISTORY OF PROPERTY

According to the title search, the following is a summary of the last transaction:

County - OR Book/Page	Okaloosa County – Book 3594, Page 3535
Grantor:	Fred H. Lowe Family Partners, LTD
Grantee:	Beverlycole Enterprises, LLC
Date of Transaction:	December 21, 2021
Instrument:	Warranty Deed
Consideration:	\$100
Verification:	N/A
Conditions of Sale:	Not Arms-Length

This transaction involved the transfer of the property between entities in which the principals are the same. Due to the nature of the most recent subject transaction, it will not be used in this analysis. Based on information obtained from the local MLS, the property is not under contract or agreement to sell. The subject is not listed for sale. The subject units are currently rented but the terms of the rental agreements are unknown.

REPORTING REQUIREMENT 270:
EXPOSURE TIME

Exposure time is the general length of time that a property would have to be exposed for sale on the market, given that the property sold at market value. Exposure time is best defined in the *Dictionary of Real Estate Appraisal, 6th Edition, 2015*, as:

1. *The time a property remains on the market.*
2. *[The] estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.*

Based on market research, the estimated exposure time linked to the value conclusion reached in this report for the subject property is 6 to 12 months.

REPORTING REQUIREMENT 280:
PUBLIC AND PRIVATE RESTRICTIONS

There are no public or private restrictions that would inhibit the development of this parcel, other than those mentioned in the Zoning, Land Use, and Concurrency section.

REPORTING REQUIREMENT 300:
HIGHEST AND BEST USE ANALYSES

The Appraisal Institute's *The Appraisal of Real Estate, 14th Edition*, Page 333 defines Highest and Best Use, as:

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value.

Highest and Best Use Analysis as Vacant

Legally Permissible

Based on the City of Destin zoning map the subject property has a zoning classification of *Medium Density Residential – Village (MDR-V)*.

The current zoning allows single-family detached or multifamily attached residential dwelling units. Seasonal use is not allowed in this zoning district. See the previous section regarding land use and zoning for a list of allowable, conditional, and accessory uses.

There are no deed restrictions, subdivision restrictions, or long-term leases that would affect the legal use of the subject. Additionally, the subject has no environmental problems such as pollution, which would inhibit development.

Physically Possible

The next criterion deals with what could physically fit on the subject property. Some concerns include setbacks, shape, topography, width, and depth. Ease of access and availability of public utilities are also important in determining the uses that are physically possible. The subject has sufficient depth and width for development with the legally permissible uses. The shape would not preclude any of the potential uses.

Financially Feasible and Maximally Productive

Evidence of recent activity in the local market is a good indication of financial feasibility for a particular use. It appears that the majority of land with similar land use designations and lack of frontage along an arterial roadway are being put to a residential use. Based on the above information, historical and recent development activity in the area, residential uses are the financially feasible and maximally productive use

Highest and Best Use Analysis as Improved

The ideal use as improved will be the use that is legally permissible, physically possible, financially feasible, and maximally productive. In this analysis, these four criteria will consider the existing use and the ideal use as vacant. Some alternatives will be renovation or demolition to the existing structure.

Legally Permissible: The subject improvement is a triplex which is allowed under the current land development regulations. Additionally, no covenants, restrictions, or long-term leases appear to be evident that would affect the legal use of the subject as improved.

Physically Possible: The subject's primary improvement has 3 units with 2,280 square feet of gross living area (heated/cooled). The effective age of the structure is 25 years. The improvement appears to meet general market preferences for resale and rental purposes. All necessary utilities are available to the improvements and the property has sufficient access. Given its size and floorplan, the subject improvement is optimally suited for multifamily residential use.

Financially Feasible: The existing improvement design and configuration is suited for multifamily residential use. The subject is situated in a residential area with several similar neighboring properties. The property is adequately located to employment centers, schools, shopping, and community activity areas. Based upon the subject improvement's configuration and acceptance in the local market, the current use is financially feasible.

Maximally Productive: Since the existing improvements represent the highest value to the property, demolition of the existing improvements would not be feasible. Furthermore, the functional floor plan leaves renovation as an unlikely option. Based on the previous legally, physically, and financially feasible analyses, the existing multifamily residential use is the highest and best use of the subject property as improved.

REPORTING REQUIREMENT 302:

HIGHEST AND BEST USE CONCLUSION-AS IF VACANT AND AS IF IMPROVED

Highest and Best Use as Though Vacant

The highest and best use as vacant is for residential development consistent with the current improvements.

Highest and Best Use as Improved

The highest and best use as improved is for continued use as a triplex.

REPORTING REQUIREMENT 305:
APPROACHES TO VALUE USED AND EXCLUDED

The sales comparison approach and the income approach were used to value the property as improved. Due to the age of the improvements, the cost approach is not as reliable as the other approaches.

Vacant sales in the area indicate the value of the subject is higher as improved than as vacant. Therefore, no vacant analysis is presented.

REPORTING REQUIREMENT 335:
SALES COMPARISON APPROACH

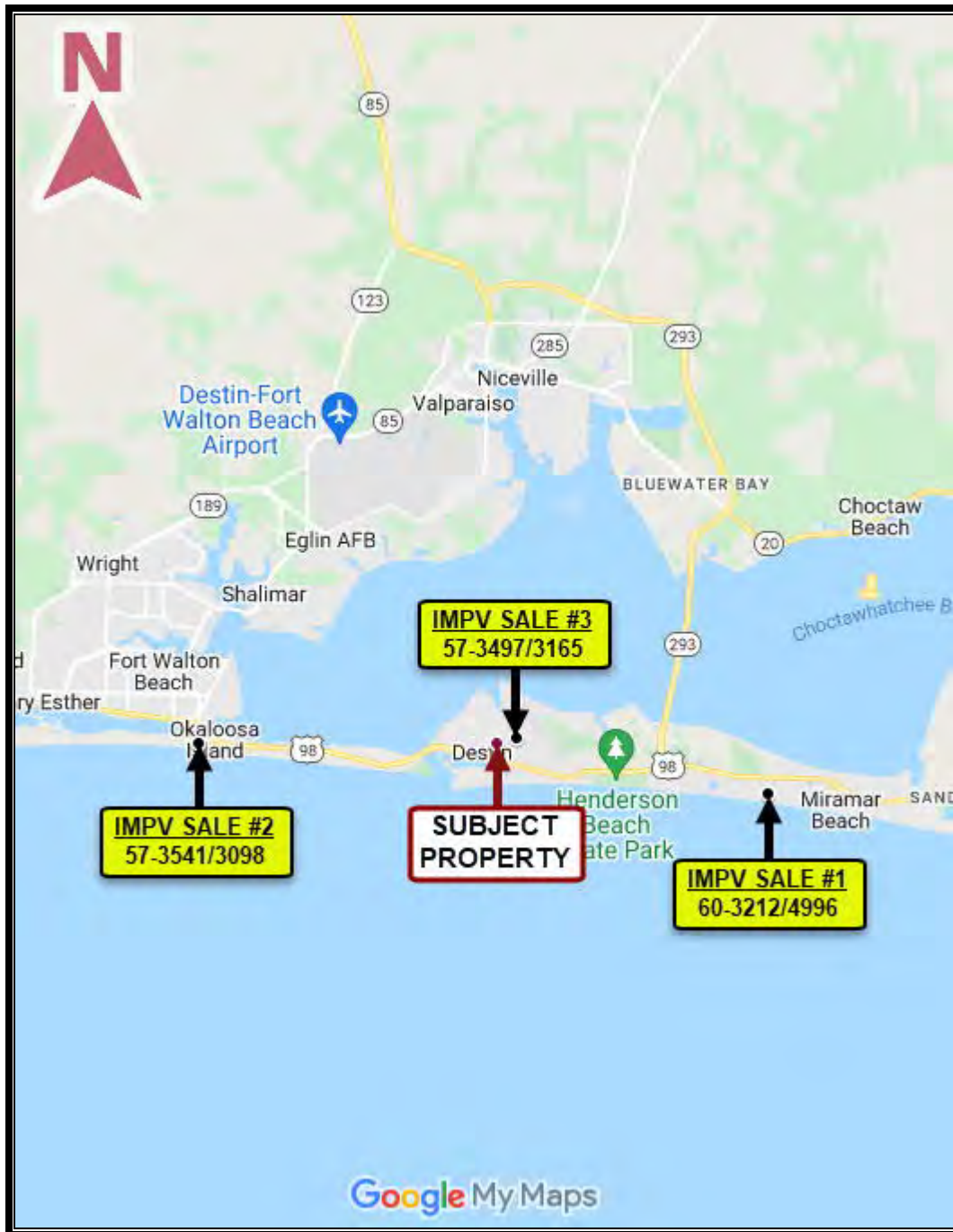
Please refer to previous information in this report regarding general market information, analyses and explanations.

REPORTING REQUIREMENT 340:
COLLECTION OF COMPARABLE SALES

The sales comparison approach as improved considers comparable properties in the surrounding area, having improvements similar to the subject that have sold recently. A search of the local market produced the following sales that have been analyzed and compared to the subject property.

The price per square foot of gross living area was used in estimating the market value of the subject. The following pages contain the sales used and a grid that breaks down the comparable sales and applicable adjustments made in arriving at the estimated value as improved.

Improved Sales Map



Improved Sales Summaries

Improved Sale #1 (60-3212/4996)

109 Driftwood Road – Miramar Beach, FL

The comparable sale is a 1,518 square-foot residential duplex property. The sale occurred on August 16, 2021, with a sale price of \$500,000 or \$362.32 per square foot. The property consists of an attached two-story structure on 0.168 acres of land.

The primary improvement was built in 1981 and has a brick and wood siding exterior on a concrete-slab foundation. The improvement has one 2-bedroom, 2-bath unit and one 1-bedroom, 1-bath unit for a total of 3 bedrooms and 3 bathrooms. The property has average quality construction and was in average condition at the time of sale.

Improved Sale #2 (57-3541/3098)

305 Barracuda Avenue – Fort Walton Beach, FL

The comparable sale is a 3,038 square-foot residential triplex property. The sale occurred on April 15, 2021, with a sale price of \$775,000 or \$255.10 per square foot. The property consists of a detached one-story structure on 0.331 acres of land.

The primary improvement was built in 1970 and has a painted brick exterior on a concrete-slab foundation. The improvement has two 2-bedroom, 1-bath units and one 1-bedroom, 1-bath unit for a total of 5 bedrooms and 3 bathrooms. The property has average quality construction and was in average condition at the time of sale.

Improved Sale #3 (57-3497/3165)

312 Main Street – Destin, FL

The comparable sale is an 1,836 square-foot residential duplex property. The sale occurred on October 2, 2020, with a sale price of \$400,000 or \$217.86 per square foot. The property consists of a detached one-story structure on 0.392 acres of land.

The primary improvement was built in 1993 and has a brick exterior on a concrete-slab foundation. The improvement has two 2-bedroom, 2-bath units for a total of 4 bedrooms and 4 bathrooms. The property has average quality construction and was in average condition at the time of sale.

REPORTING REQUIREMENT 345:
THE SALES ADJUSTMENT GRID

Improved Sales Grid							
Sale	Subject	1		2		3	
OR Book/Page	N/A	60-3212/4996		57-3541/3098		57-3497/3165	
Address	700 Legion Drive	109 Driftwood Rd		305 Barracuda Ave		312 Main St	
City/State	Destin, FL	Miramar Beach, FL		Ft Walton Beach, FL		Destin, FL	
Property Rights Conveyed	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Financing Terms	Market	Market		Market		Market	
Conditions of Sale	Arms-Length	Arms-Length		Arm's Length		Arms-Length	
Sale Price		\$550,000		\$775,000		\$400,000	
Adjustments		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	
Effective Sale Price		\$550,000		\$775,000		\$400,000	
Improvement Size	2,280	1,518		3,038		1,836	
Price per Sq. Ft.		\$362.32		\$255.10		\$217.86	
Date of Sale	4/4/2022(DOV)	Aug-21		Apr-21		Oct-20	
Market Conditions Adj.	12% Per Year	8.00%		12.00%		18.00%	
Price Per Sq. Ft.		\$391.30		\$285.71		\$257.08	
Adjustments For Physical Characteristics							
Characteristic	Description	Description	Adjustment	Description	Adjustment	Description	Adjustment
Location	Legion Dr	Driftwood Rd	-10%	Barracuda Ave	-10%	Main St	0%
Water Frontage	None	None	0%	None	0%	None	0%
Road Material	Paved	Paved	0%	Paved	0%	Paved	0%
Building Size (Sq. Ft.)	2,280	1,518	-5%	3,038	0%	1,836	0%
Effective Age	25 Years	25 Years	0%	25 Years	0%	25 Years	0%
Number of Units	3	2	0%	3	0%	2	0%
Total Beds/Baths	6/3	3/3	0%	5/3	0%	4/4	0%
Design/Appeal	Average	Average	0%	Average	0%	Average	0%
Construction Quality	Average	Average	0%	Average	0%	Average	0%
HVAC	Central	Central	0%	Central	0%	Central	0%
Parking/Circulation	Adequate	Adequate	0%	Adequate	0%	Adequate	0%
Site Improvements	Average	Average	0%	Average	0%	Average	0%
Lot Size	0.325 Ac	0.118 Ac	0%	0.331 Ac	0%	0.392 Ac	0%
Total Adjustments		-15%		-10%		0%	
Adjusted Sale Price/SF	\$275.00	\$332.61		\$257.14		\$257.08	

REPORTING REQUIREMENT 350:

ANALYSIS OF COMPARABLE SALES AND EXPLANATION OF ADJUSTMENTS

Property Rights, Financing, and Conditions of Sale

The subject property was appraised under fee simple title. The comparable sales sold under fee simple title, for cash or terms equivalent to cash, and at arm's length. Therefore, no adjustment was made for property rights, financing, or conditions of sale.

Primary/Transaction Adjustments

None of the sales required an adjustment for this category.

Market Conditions

Based on observations in the local market, properties similar to the subject have been appreciating in value at a rate of 12% per year from the date of the sales to the date of value.

Location

The subject is located in Destin north of U.S. 98. Sales 1 and 3 are located south of U.S. 98 and near the beach. Therefore, each of these sales is adjusted downward 10%. The subject and Sale 3 are located in similar areas, requiring no adjustment.

Water Frontage

Neither the subject nor the sales have water frontage, requiring no adjustment.

Road Material

Like the subject, all three sales are located on paved roads, requiring no adjustment.

Building Size

The subject has 2,280 square-feet of gross living area. Sale 1 is smaller than the subject and was adjusted -5%. Sales 2, 3, and the subject are similar in size with no adjustment necessary.

Effective Age/Condition

Since the condition and upkeep of an improvement is considered when determining the effective age, one composite adjustment will be made for these characteristics. The subject and each of the sales have similar effective ages. Therefore, no adjustment is warranted.

Number of Units

Since the subject is being appraised on a per-square-foot basis, a comparable sale simply having additional or fewer units would not warrant an adjustment. For this reason, no adjustments were made.

Bedrooms/Bathrooms

Since the subject is being appraised on a per-square-foot basis, a comparable sale simply having additional or fewer bedrooms or bathrooms does not warrant an adjustment. Therefore, this adjustment is made only to recognize functional differences in the room mixes and market preferences. The subject and each of the sales have bed/bath configurations that are consistent with market preferences. Therefore, no adjustments were necessary.

Design/Appeal

The subject and all the sales have average design/appeal, requiring no adjustments to the sales.

Construction Quality

No adjustment was warranted since all the sales are similar to the subject with respect to construction quality.

HVAC

Similar to the subject, all three sales have central HVAC, requiring no adjustments.

Parking/Circulation

The subject and each of the sale properties have sufficient parking and circulation to support the property as improved. Therefore, no adjustments to the sales were made.

Site Improvements

Since all three sales contained a level of site improvements similar to the subject, no adjustments were necessary.

Lot Size/Parking/Circulation

The subject and each of the sale properties have sufficient site size to support the property as improved. Therefore, no adjustments to the sale properties were warranted.

REPORTING REQUIREMENT 355:
INDICATED IMPROVED VALUE BY THE SALES COMPARISON APPROACH

Correlation

The sales analyzed ranged in adjusted price from \$257.08 to \$332.61 per square foot of gross living area. Each sale is considered a good indication of value for the subject. Given the locational and physical characteristics of the subject, its value should be represented equally by the adjusted range of sale comparables.

Considering the foregoing analysis and physical characteristics of the subject property, it is my opinion that the market value of the subject by the sales comparison approach is as follows:

Sales Comparison Approach Summary	
Improvement Size (Square Feet - Gross Living Area)	2,280
Per-Square-Foot Value	<u>\$275.00</u>
Indication by the Sales Comparison Approach	\$627,000

REPORTING REQUIREMENT 360:
THE INCOME CAPITALIZATION APPROACH

The income capitalization approach is based on the premise that an income-producing property's value is related to the future income that property is expected to realize. In this case, the use of a Potential Gross Income Multiplier was deemed appropriate for the subject property. The Potential Gross Income Multiplier is a useful tool in valuing small multifamily properties since income is one of the primary considerations of typical investors. The PGIM expresses, in a single ratio, the income capability of a property; the expectations and investment parameters of competing buyers and sellers; the current market for a particular type of income-producing property; and the external forces which interact to influence market value.

REPORTING REQUIREMENT 365:
GROSS RENT ESTIMATE

Current Market Rent

Market Rent is defined in the Appraisal Institute's *The Appraisal of Real Estate*, 14th Edition, page 447 as:

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs)

The competing market was searched for comparable properties from which to derive current rental rates. Properties were chosen based on their similarity to the subject in terms of physical and economic characteristics and all are attached residential properties with limited amenities. The Emerald Coast MLS was used to locate comparable rental properties in Destin.

The following table summarizes comparable rents used to determine market rates for the subject:

Address	Bed/Bath	Rent/Month	Start Date
206 Ann Cir #7, Destin	2/2	\$1,500	Feb-22
169 Bayou Dr, Destin	2/2	\$1,675	Jan-22
710 Legion Dr #D4, Destin	2/1	\$1,350	Jul-21
811 Airport Rd #C, Destin	2/2	\$1,595	Apr-21
302 Kelly St #B, Destin	2/1	\$1,200	Mar-21
206 Ann Cir #10, Destin	2/1	\$1,350	Mar-21

The comparable rentals range from \$1,200 to \$1,675 per month with 2-bedroom 1-bath units, similar to the subject, ranging from \$1,200 to \$1,350. Considering current market conditions, it is reasonable to assume a slight increase has occurred in the past 8 to 12 months. Therefore, the appraiser has determined the market rent for each subject unit to be \$1,400 per month for an annual PGI of \$50,400. The data for each comparable property are in my work file.

**REPORTING REQUIREMENT 380:
CAPITALIZATION RATE (PGIM)**

The use of a Potential Gross Income Multiplier was deemed an appropriate method for valuation of the subject property. To estimate the multiplier, sales of similar multifamily properties were gathered. The sale price of each property was divided by the yearly potential gross income resulting in a potential gross income multiplier. A limited number of small multifamily properties market sales were found in Destin. Therefore, it was necessary to expand the sales search to other areas of Okaloosa and Santa Rosa Counties.

The following is a summary of Potential Gross Income Multipliers extracted from the local market. The data for each property are in my work file.

Potential Gross Income Multiplier Summary				
Address	Sale Date	Sale Price	Income	PGIM
312 Main St, Destin	Oct-20	\$400,000	\$30,000	13.33
718 NE Eglin Pkwy, Ft Walton Beach	Nov-21	\$367,000	\$36,600	10.03
19 SW Wright Pkwy, Ft Walton Beach	Feb-21	\$420,000	\$40,500	10.37
512 Landview Dr, Ft Walton Beach	Sep-21	\$465,000	\$31,320	14.85
2237 Panhandle Trl, Navarre	Jan-22	\$475,000	\$40,800	11.64
712 Loyd St, Ft Walton Beach	Dec-21	\$1,060,000	\$90,600	11.70
29 NW Cape Dr, Ft Walton Beach	Mar-22	\$365,000	\$29,400	12.41
607 W Sunset Blvd, Ft Walton Beach	Aug-20	\$247,500	\$21,480	11.52

The multipliers range from 10.03 to 14.85 with a PGIM of 13.33 for a property in Destin near the subject. Based on the sales used to estimate the PGIM, the neighborhood and physical characteristics of the subject, a Potential Gross Income Multiplier of 13.50 was concluded for the subject property.

**REPORTING REQUIREMENT 385:
INDICATED VALUE BY THE INCOME CAPITALIZATION APPROACH**

The indicated value by the income capitalization approach is calculated by multiplying the subject's estimated annual market income by the appropriate Potential Gross Income Multiplier. The calculation is summarized as follows.

INCOME APPROACH SUMMARY	
Potential Gross Income	\$50,400
Potential Gross Income Multiplier	13.50
Indicated Value by the Income Approach	\$680,400

REPORTING REQUIREMENT 390:

RECONCILIATION OF VALUE INDICATIONS & FINAL VALUE ESTIMATE

The sales comparison approach and the income approach were used to value the property as improved. The cost approach was considered inapplicable in the valuation of the subject as improved. Considering the foregoing analysis, an exposure time of 6 to 12 months for the subject, and the data contained in this report, it is my opinion the market value of the subject as of the effective date of value was:

Value Indications	
Cost Approach	N/A
Sales Comparison Approach	\$627,000
Income Approach	\$680,400
Reconciled Value	\$675,000

REPORTING REQUIREMENT 400:

DESCRIPTION OF THE PART ACQUIRED –FEE PARCEL

This is a total acquisition.

REPORTING REQUIREMENT 450:

VALUATION OF THE PART ACQUIRED – FEE PARCEL

The part acquired equals the before value of \$675,000.

Addendum

Table of Contents – Addendum

Area Data
Last Deed of Record
Improved Comparable Sale Write Ups
Appraiser's Qualifications

Area Data

Okaloosa County

Florida's 26th most populous county
with 0.9% of Florida's population



Population

Census Population	Okaloosa County	Florida
1980 Census	109,920	9,746,961
1990 Census	143,777	12,938,071
% change 1980-90	30.8%	32.7%
2000 Census	170,498	15,982,824
% change 1990-00	18.6%	23.5%
2010 Census	180,822	18,801,332
% change 2000-10	6.1%	17.6%
Age		
% Under 18 years of age	22.3%	21.3%
% 65 years of age and over	13.9%	17.3%
Race & Ethnicity		
% White alone	81.1%	75.0%
% Black or African American alone	9.3%	16.0%
% Hispanic or Latino (of any race)	6.8%	22.5%
Estimates and Projections		
2019 Estimate	201,514	21,208,589
% change 2010-19	11.4%	12.8%
2020 Estimate	203,951	21,596,068
% change 2019-20	1.2%	1.8%
Based on 2020 Estimate		
2025	214,634	23,138,553
2030	223,161	24,419,127
2035	230,024	25,461,863
2040	236,005	26,356,415
2045	241,122	27,149,835
2019 Median Age	38.7	41.7
Density		
Persons per square mile		
2000	182.2	296.4
2010	194.4	350.6
2020	219.3	407.0

Population Characteristics

	Okaloosa County	Florida
Language spoken at home other than English		
Persons aged 5 and over	11.9%	29.4%
Place of birth		
Foreign born	6.8%	20.7%
Veteran status		
Civilian population 18 and over	22.0%	8.6%

Households and Family Households

Households	Okaloosa County	Florida
Total households, 2000 Census	66,269	6,338,075
Family households, 2000 Census	46,499	4,210,760
% with own children under 18	47.1%	42.3%
Total households, 2010 Census	72,379	7,420,802
Family households, 2010 Census	48,457	4,835,475
% with own children under 18	41.6%	40.0%
Average Household Size, 2010 Census	2.43	2.48
Average Family Size, 2010 Census	2.92	3.01

Real Gross Domestic Product

Real GDP (Thousands of Chained 2012 Dollars)	Okaloosa County	Florida
2015 GDP	9,689,813	842,269,369
Percent of the State	1.2%	
2016 GDP	9,866,069	870,963,202
Percent of the State	1.1%	
2017 GDP	10,296,438	901,903,549
Percent of the State	1.1%	
2018 GDP	10,651,466	936,580,274
Percent of the State	1.1%	
2019 GDP	11,158,453	983,255,865
Percent of the State	1.2%	

Housing

Housing Counts	Okaloosa County	Florida
Occupied	66,269	6,337,929
Owner-occupied	43,995	4,441,799
Renter-occupied	22,274	1,896,130
Vacant	12,324	965,018
Housing units, 2010 Census	92,407	8,989,580
Occupied	72,379	7,420,802
Owner-occupied	47,005	4,998,979
Renter-occupied	25,284	2,421,823
Vacant	20,028	1,568,778
Units Permitted		
1990	1,065	126,384
2000	1,489	155,269
2010	547	38,679
2011	749	42,360
2012	927	64,810
2013	1,045	86,752
2014	500	84,075
2015	702	109,924
2016	837	116,240
2017	1,199	122,719
2018	860	144,427
2019	896	154,302
2020	993	164,074

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who occupy living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption. Persons living in group quarters are not included in the census count question tabulation (2020).

Employment and Labor Force

Establishments			Establishments		
2019	Okaloosa County	Florida	% of All Industries, 2019	Okaloosa County	Florida
All industries	6,759	729,072	All industries	6,759	729,072
Natural Resource & Mining	19	5,308	Natural Resource & Mining	0.3%	0.7%
Construction	832	75,761	Construction	12.3%	10.4%
Manufacturing	157	20,795	Manufacturing	2.3%	2.9%
Trade, Transportation and Utilities	1,211	140,861	Trade, Transportation and Utilities	17.9%	19.3%
Information	72	11,890	Information	1.1%	1.6%
Financial Activities	804	78,001	Financial Activities	11.9%	10.7%
Professional & Business Services	1,424	174,248	Professional & Business Services	21.1%	23.9%
Education & Health Services	723	77,567	Education & Health Services	10.7%	10.6%
Leisure and Hospitality	801	59,331	Leisure and Hospitality	11.9%	8.1%
Other Services	490	57,616	Other Services	7.2%	7.9%
Government	145	6,029	Government	2.1%	0.8%
Average Annual Employment			Average Annual Wage		
% of All Industries, 2019	Okaloosa County	Florida	2019	Okaloosa County	Florida
All industries	85,838	8,884,011	All industries	\$47,749	\$51,744
Natural Resource & Mining	0.1%	0.8%	Natural Resource & Mining	\$33,843	\$35,645
Construction	5.0%	0.3%	Construction	\$42,318	\$52,907
Manufacturing	3.2%	4.3%	Manufacturing	\$67,321	\$63,870
Trade, Transportation and Utilities	17.1%	20.3%	Trade, Transportation and Utilities	\$36,945	\$46,231
Information	1.2%	1.6%	Information	\$79,585	\$86,151
Financial Activities	5.8%	6.6%	Financial Activities	\$52,781	\$77,025
Professional & Business Services	16.0%	15.7%	Professional & Business Services	\$68,835	\$63,742
Education & Health Services	11.2%	14.9%	Education & Health Services	\$47,073	\$52,048
Leisure and Hospitality	17.7%	14.2%	Leisure and Hospitality	\$22,117	\$26,675
Other Services	3.2%	3.2%	Other Services	\$37,856	\$37,971
Government	19.6%	12.1%	Government	\$59,909	\$55,805

Industries may not add due to rounding and are not included.

Labor Force as Percent of Population			Unemployment Rate		
Aged 18 and Older	Okaloosa County	Florida		Okaloosa County	Florida
1990	62.4%	64.5%	1990	6.0%	6.2%
2000	63.2%	64.2%	2000	3.7%	3.8%
2010	63.4%	61.8%	2010	8.4%	10.8%
2020	60.7%	58.8%	2020	5.7%	3.3%

Income and Financial Health

Personal Income (\$000s)			Per Capita Personal Income		
	Okaloosa County	Florida		Okaloosa County	Florida
1990	\$2,095,192	\$257,571,430	1990	\$18,658	\$19,763
2000	\$4,984,326	\$472,238,563	2000	\$29,114	\$29,428
2010	\$7,376,383	\$725,074,023	2010	\$40,818	\$38,475
2011	\$7,586,859	\$764,633,664	2011	\$41,435	\$40,131
% change 2010-11	2.9%	5.5%	% change 2010-11	1.5%	4.3%
2012	\$8,094,613	\$793,428,830	2012	\$42,657	\$41,115
% change 2011-12	6.7%	3.8%	% change 2011-12	2.9%	2.5%
2013	\$8,151,537	\$795,425,004	2013	\$42,304	\$40,696
% change 2012-13	0.7%	0.3%	% change 2012-13	0.8%	1.0%
2014	\$8,534,823	\$856,161,773	2014	\$43,855	\$43,140
% change 2013-14	4.7%	7.5%	% change 2013-14	3.7%	6.0%
2015	\$8,925,717	\$914,928,403	2015	\$45,137	\$45,273
% change 2014-15	4.6%	6.9%	% change 2014-15	2.9%	4.9%
2016	\$9,151,330	\$940,717,988	2016	\$45,740	\$46,073
% change 2015-16	2.5%	3.8%	% change 2015-16	1.3%	1.8%
2017	\$9,878,184	\$1,016,618,969	2017	\$47,564	\$48,504
% change 2016-17	5.8%	7.1%	% change 2016-17	4.0%	5.3%
2018	\$10,194,990	\$1,082,702,187	2018	\$49,267	\$50,964
% change 2017-18	5.3%	6.5%	% change 2017-18	3.6%	5.1%
2019	\$10,680,336	\$1,125,864,012	2019	\$50,681	\$52,426
% change 2018-19	4.8%	4.0%	% change 2018-19	2.9%	2.9%
Earnings by Place of Work (\$000s)			Median Income		
				Okaloosa County	Florida
1990	\$1,879,236	\$161,135,722	Median Household Income	\$63,412	\$55,660
2000	\$3,443,561	\$308,751,767	Median Family Income	\$76,796	\$67,414
2010	\$5,604,808	\$438,991,235			
2011	\$5,696,835	\$450,502,115			
% change 2010-11	3.5%	2.6%			
2012	\$6,177,730	\$468,412,894			
% change 2011-12	8.4%	4.0%			
2013	\$6,266,697	\$482,900,406			
% change 2012-13	1.4%	3.1%			
2014	\$6,376,723	\$512,381,351			
% change 2013-14	1.8%	6.1%			
2015	\$6,627,916	\$544,423,234			
% change 2014-15	3.9%	6.3%			
2016	\$6,882,607	\$568,848,341			
% change 2015-16	3.8%	4.5%			
2017	\$7,291,809	\$602,210,803			
% change 2016-17	5.9%	5.9%			
2018	\$7,727,913	\$639,710,580			
% change 2017-18	6.0%	6.2%			
2019	\$8,222,862	\$672,454,824			
% change 2018-19	6.4%	5.1%			
Percent in Poverty, 2019			Personal Bankruptcy Filing Rate		
			(per 1,000 population)	Okaloosa County	Florida
All ages in poverty	10.6%	12.7%	12-Month Period Ending March 30, 2020	1.38	2.05
Under age 18 in poverty	16.4%	18.2%	12-Month Period Ending March 30, 2021	0.90	1.50
Related children age 5-17 in families in poverty	15.6%	16.9%	State Rank	41	NA
Workers Aged 16 and Over			Nonbusiness Chapter 7 & Chapter 11		
	Okaloosa County	Florida			
Place of Work in Florida					
Worked outside county of residence	9.1%	18.2%			
Travel Time to Work					
Mean travel time to work (minutes)	24.1	27.8			

Reported County Government Revenues and Expenditures

Revenue 2018-19	Okaloosa County	Florida*	Expenditures 2018-19	Okaloosa County	Florida*
Total - All Revenue Account Codes (\$000s)	\$359,756.1	\$48,723,763.0	Total - All Expenditure Account Codes (\$000s)	\$293,825.55	\$44,233,424.76
Per Capita \$	\$1,785.27	\$2,407.55	Per Capita \$	\$1,458.09	\$2,185.67
% of Total	100.0%	100.0%	% of Total	100.0%	100.0%
Taxes (\$000s)	\$110,315.8	\$16,114,573.3	General Government Services** (\$000s)	\$57,868.16	\$7,462,947.96
Per Capita \$	\$547.44	\$796.26	Per Capita \$	\$287.17	\$388.76
% of Total	30.7%	33.1%	% of Total	19.7%	16.9%
Permits, Fees, and Special Assessments (\$000s)	\$2,758.7	\$2,274,184.8	Public Safety (\$000s)	\$85,472.76	\$10,847,409.29
Per Capita \$	\$13.69	\$112.37	Per Capita \$	\$424.15	\$535.99
% of Total	0.8%	4.7%	% of Total	29.1%	24.5%
Intergovernmental Revenues (\$000s)	\$44,027.9	\$5,241,885.1	Physical Environment (\$000s)	\$42,092.40	\$5,318,883.90
Per Capita \$	\$218.40	\$259.01	Per Capita \$	\$209.88	\$262.81
% of Total	12.2%	10.8%	% of Total	14.3%	12.0%
Charges for Services (\$000s)	\$124,377.0	\$14,324,919.1	Transportation (\$000s)	\$35,479.56	\$5,298,301.67
Per Capita \$	\$617.21	\$707.83	Per Capita \$	\$176.07	\$261.80
% of Total	34.6%	29.4%	% of Total	12.1%	12.0%
Judgments, Fines, and Forfeits (\$000s)	\$1,193.8	\$196,108.5	Economic Environment (\$000s)	\$7,056.23	\$1,655,038.81
Per Capita \$	\$5.97	\$9.99	Per Capita \$	\$35.02	\$81.78
% of Total	0.3%	0.4%	% of Total	2.4%	3.7%
Miscellaneous Revenues (\$000s)	\$18,506.5	\$1,713,370.3	Human Services (\$000s)	\$4,771.89	\$3,755,466.15
Per Capita \$	\$91.84	\$84.66	Per Capita \$	\$23.68	\$185.57
% of Total	5.1%	3.5%	% of Total	1.6%	8.5%
Other Sources (\$000s)	\$58,576.4	\$8,856,722.0	Culture / Recreation (\$000s)	\$19,271.16	\$1,814,978.48
Per Capita \$	\$290.68	\$437.73	Per Capita \$	\$95.63	\$89.68
% of Total	16.3%	18.2%	% of Total	6.6%	4.1%
			Other Uses and Non-Operating (\$000s)	\$33,285.79	\$7,163,783.98
			Per Capita \$	\$165.23	\$353.98
			% of Total	11.3%	16.2%
			Court-Related Expenditures (\$000s)	\$8,517.69	\$916,834.54
			Per Capita \$	\$42.27	\$45.30
			% of Total	2.9%	2.1%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Quality of Life

Crime	Okaloosa County	Florida
Crime rate, 2020 (index crimes per 100,000 population)	1,825.4	2,152.3
Admissions to prison FY 2019-20	340	21,276
Admissions to prison per 100,000 population FY 2019-20	166.7	98.5

State Infrastructure

Transportation	Okaloosa County	Florida
State Highway Centerline Miles	215.5	12,128.1
Lane Miles	705.5	45,030.3
State Bridges Number	85	7,044

State Facilities

Buildings/Facilities (min. 300 Square Feet)	Okaloosa County	Florida
Number	90	9,630
Square Footage	468,016	66,969,245

Conservation Land (land acres only)

State-Owned (includes partially-owned)	Okaloosa County	Florida
% of Total Conservation Land (CL)	22.9%	51.6%
% of Total Area Land	12.2%	15.7%
% of Florida State-Owned CL	1.3%	
State-Managed	71,794	5,486,474
% of Total Conservation Land (CL)	22.6%	52.6%
% of Total Area Land	12.1%	16.0%
% of Florida State-Managed CL	1.3%	

Health Insurance Status

Percent Insured by Age Group	Okaloosa County	Florida
Under 65 years	86.8%	83.9%
Under 19 years	92.9%	92.4%
18 to 64 years	84.4%	80.8%

State and Local Taxation

2020 Ad Valorem Millage Rates	Okaloosa County	Not County-Wide*
County-Wide	3.6308	0.1400
School	6.0350	
Municipal		1.7432
Special Districts	0.0311	1.1554

*MSTU included in Not County-Wide "County" category

Education

Public Education Schools Traditional Setting (2020-21)	Okaloosa County School District	Florida
Total (state total includes special districts)	42	3,744
Elementary	19	1,883
Middle	7	573
Senior High	5	715
Combination	11	573

Educational attainment

Persons aged 25 and older	Okaloosa County	Florida
% HS graduates or higher	92.4%	88.2%
% bachelor's degree or higher	31.1%	29.9%

Prepared by:
Florida Legislature
Office of Economic and Demographic Research
311 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
(850) 487-1402 <http://edr.state.fl.us>



May 2021

Last Deed of Record

FILE #3514881 RCD: 12/22/2021 11:47 AM, BK: 3594 PG: 3535, RECORDING: \$19.50 RECORDING ARTICLE V: \$16.00
D Doc Stmp: \$0.70 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Consideration	\$ 10.00
Clerk's Rec. Fee	\$ 18.50
St. Doc Stamp Tax	\$.70
Intangible Tax	N/A
TOTALS	\$ 19.20

Prepared by and Please Return to:
William G. Kilpatrick, Jr.
The Will Lawyer, P.A.
3999 Commons Drive W., Unit G
Destin, FL 32541

(space above this line for recording information)

WARRANTY DEED

THIS WARRANTY DEED is made on this 21st day of December, 2021, between FRED H. LOWE FAMILY PARTNERS, LTD, a Texas Limited Partnership (hereinafter referred to as "Grantor"), whose mailing address is 52 Chelsea Drive, Santa Rosa Beach, FL 32459, and BEVERLYCOLE ENTERPRISES, LLC, a Florida Limited Liability Company (hereinafter referred to as "Grantee"), whose mailing address is 52 Chelsea Drive, Santa Rosa Beach, FL 32459.

WITNESSETH, that Grantor, in consideration of \$ 10.00, and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs and assigns forever Grantor's interest in the following described land, situated, lying and being in Okaloosa County, Florida:

See Exhibit A attached hereto and made a part hereof.

THIS IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

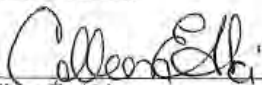
NO SEARCH OF RECORD TITLE HAS BEEN DONE ON THIS PROPERTY BY THE PREPARER OF THIS DEED AND NO SURVEY HAS BEEN RUN TO ESTABLISH THE EXACT BOUNDARIES. THE SCRIVENER HAS MERELY PREPARED THIS DEED AT THE REQUEST OF AND PURSUANT TO INFORMATION PROVIDED BY GRANTOR. NO REPRESENTATION AS TO WARRANTY OF TITLE IS MADE OR IMPLIED BY THE PREPARATION OF THIS DEED.

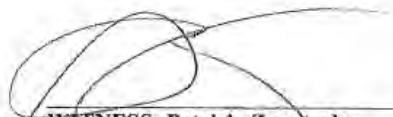
And Grantor covenants with Grantee that, except as noted at the time of the delivery of this deed, Grantor was well seized of the premises aforesaid, Grantor had good right and title to convey, the premises were free from all encumbrances, Grantee shall have the peaceable and quiet possession thereof, Grantor shall fully warrant the title and defend it against the lawful claims of all persons whomsoever, and Grantor will make such further assurance to perfect the fee simple title in Grantee and its heirs and assigns as may be reasonably required.

Signed, sealed and delivered in our presence:

**FRED H. LOWE FAMILY PARTNERS,
LTD, a Texas Limited Partnership**

By: Fred Lowe Family, LLC, a Texas
Limited Liability Company
Its: General Partner

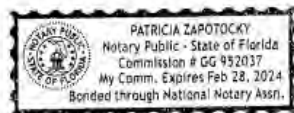
By: 
Colleen E. Aki,
Its: President


WITNESS: Patricia Zapotocky

WITNESS: Kara S. Kramer

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing Warranty Deed was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this 21st day of December, 2021, by Colleen E. Aki, who produced her
Florida driver's license, as identification.



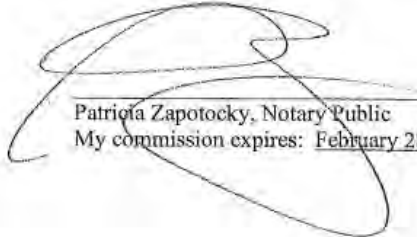

Patricia Zapotocky, Notary Public
My commission expires: February 28, 2024

EXHIBIT A

PARCEL 1:

Lot 13, SKEETER SUBDIVISION, according to the plat thereof recorded in Plat Book 6, Page 10, of the Public Records of Okaloosa County, Florida.

Subject to mineral reservations as recorded in the Public Records of Okaloosa County, Florida.

Subject to Gulf Power Company Easement dated 2-16-60, filed 4-5-60, recorded in OR Book 148, Page 99, of the Public Records of Okaloosa County, Florida.

Subject to Declaration of Restrictions as recorded in OR Book 1886, Page 938, of the Public Records of Okaloosa County, Florida.

Subject to a perpetual easement over and upon the East five (5) feet of the above-described property for the purpose of a public utility easement, reserving to the Grantor, it's successors in interest and assigns.

Parcel Id No: 00-2S-22-2335-0000-0130

Property Address: 700 Legion Drive, Destin, FL 32541

PARCEL 2:

Lot 14, SKEETER SUBDIVISION, according to plat thereof on file in Plat Book 6, Page 10, in the office of the Clerk of Circuit Court, Okaloosa County, Florida.

Parcel Id No: 00-2S-22-2335-0000-0140

Property Address: 214 Beach Drive, Destin, FL 32541

PARCEL 3:

Lot 15, SKEETER SUBDIVISION, according to plat thereof on file in Plat Book 6, Page 10, in the office of the Clerk of Circuit Court, Okaloosa County, Florida.

Parcel Id No: 00-2S-22-2335-0000-0150

Property Address: 212 Beach Drive, Destin, FL 32541

PARCEL 4:

Lot 20, Block "A", Indian Oaks Subdivision, as recorded in Plat Book 5, Page 156 of the Public Records of Okaloosa County, Florida.

Parcel Id No: 00-2S-22-4520-000A-0200

Property Address: 206 Bent Arrow Drive, Destin, FL 32541

PARCEL 5:

Lot 19, less the Western four (4) feet of said lot, lying in Block A, Indian Oaks subdivision, as recorded in Plat Book 5, Page 156, of the Public Records of Okaloosa County, Florida.

Parcel Id No: 00-2S-22-4520-000A-0190

Property Address: 208 Bent Arrow Drive, Destin, FL 32541

PARCEL 6:

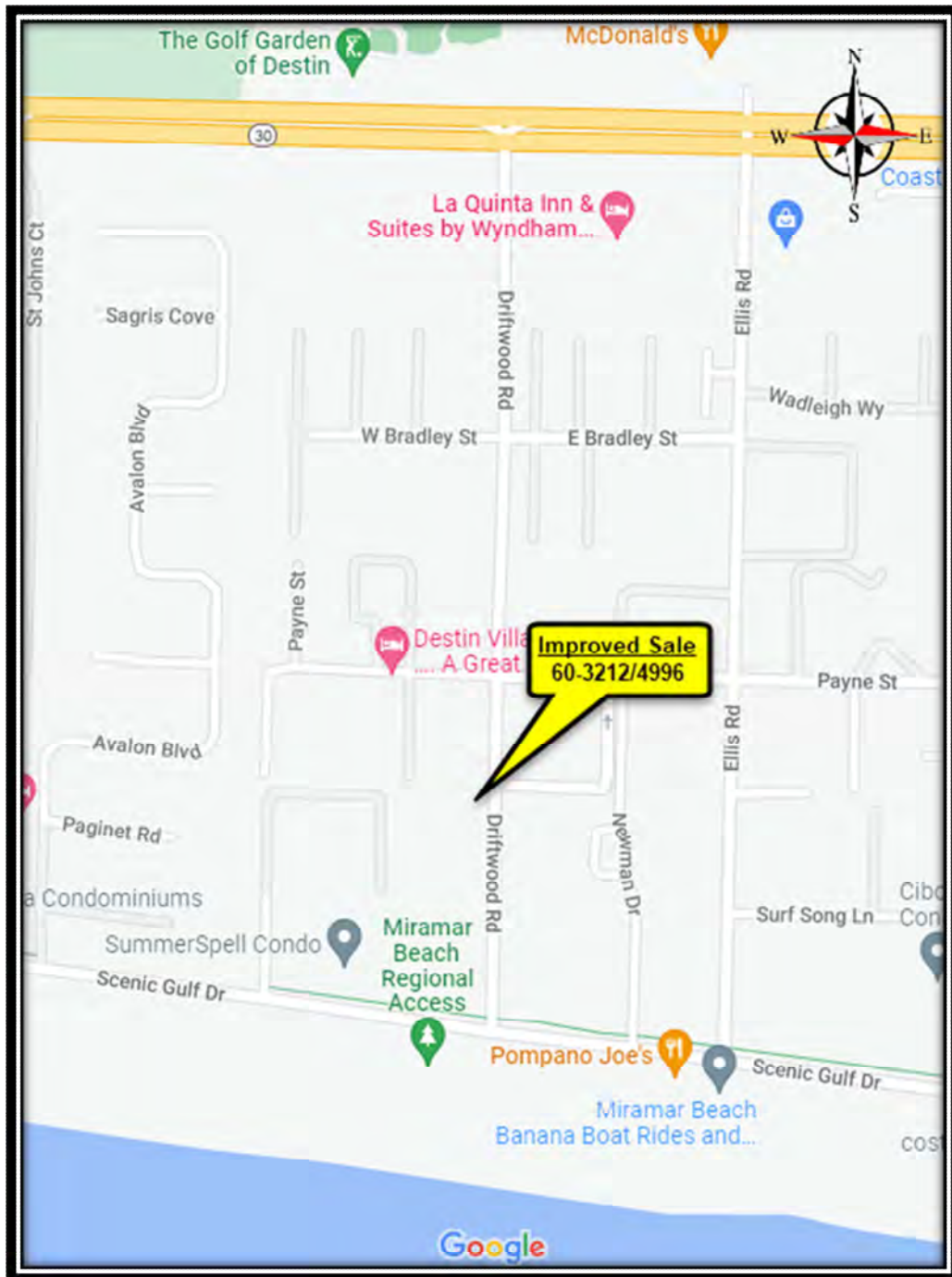
Lot 1, Block "C", INDIAN OAKS SUBDIVISION, FIRST ADDITION, as recorded in Plat Book 6, Page 26, Public Records of Okaloosa County, Florida, Less and Except that portion of Lot 1, Deeded to George Newton and wife Thalia A. Newton by Deed recorded in Official Records Book 1103, Page 867, and re-recorded in O.R. Book 1104, Page 339 of the Public Records of Okaloosa County, Florida.

Parcel Id No: 00-2S-22-4521-000C-0010

Property Address: 215 Bent Arrow Drive,

Improved Comparable Sales

60-3212/4996
109 Driftwood Road
Location Map



60-3212/4996
109 Driftwood Road
Transaction/Property Detail

County	Walton
OR Book/Page	3212/4996
Grantor	Rosalee M. Whitt
Grantee	TRM Investments, LLC
Sale Date	August 16, 2021
Date of Inspection	April 4, 2022
Dimensions	See Attached Sketches
Source of Dimensions	Site – Deed/Plat of Record
	Improvement – Property Appraiser
Land Area	0.168 Acres
	7,336 Square Feet
Improvement Area	1,518 Square Feet (Gross Living Area)
Road Material	Paved
Traffic Count	Not Measured
Topography	Generally Level
Soil Type	Kureb
Shape	Basically Rectangular
Wetland Characteristics	0% – Improvement Site (per National Wetlands Inventory)
Floodplain	Zone X
Water Retention	On-Site
Consideration	\$550,000
Expenditures	<u>\$ 0</u>
Total Indication	\$550,000
Unit Price	\$362.32 per Square Foot of Gross Living Area
Type of Instrument	Warranty Deed
Tax ID #	30-2S-21-42290-000-0923
Location	109 Driftwood Road Miramar Beach, FL 32550 This property is located along the west side of Driftwood Road approximately 500 feet north of Scenic Gulf Drive in Miramar Beach, Walton County, Florida.
Section/Township/Range	Section 30, 2 South, 21 West
Land Use/Zoning Designation	Residential Preservation (Walton County)
Concurrency Issues	None Noted
Present Use at Time of Sale	Duplex
Highest and Best Use at Sale Date	As Improved
Conditions of Transaction	Arms-Length Transaction
Financing	Cash Equivalent to Seller
Encumbrances	None Noted That Would Affect Highest and Best Use or Value
Improvements	See Building Detail
Utilities	All utilities were available at the time of sale.

60-3212/4996
109 Driftwood Road
Transaction/Property Detail (Continued)

MLS Number	871150
Time of Exposure/Days on the Market	48 Days
Motivation of Sale	Seller – Disposition of Asset Buyer – Hold as Investment

Verification

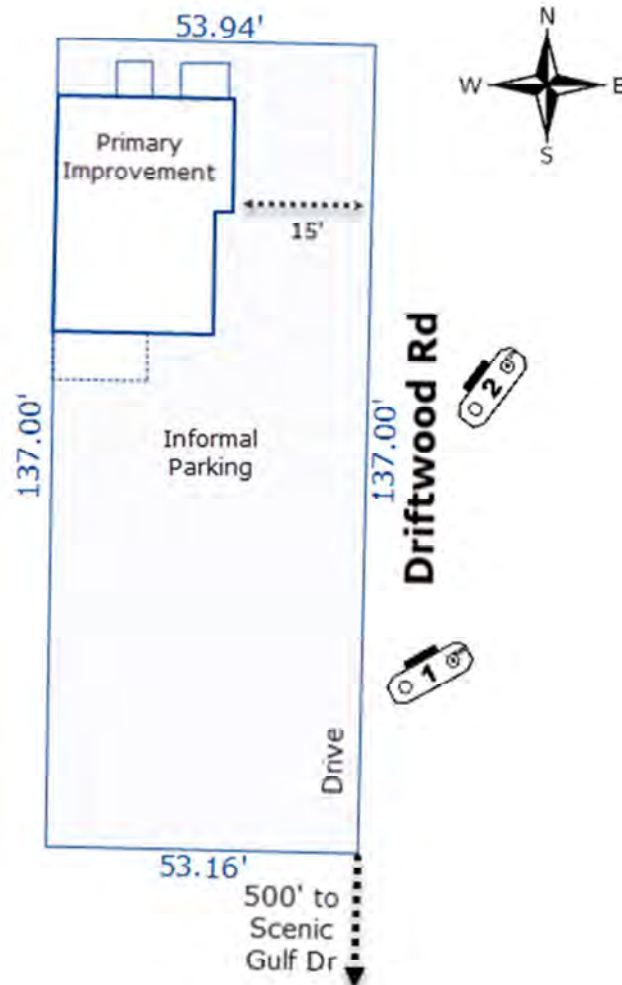
Name	Tobi Young (World Impact Real Estate)
Date	April 6, 2022
Phone	678-984-5003
Relationship	Listing Agent
Confirmed by	Shannon Ross Deal, MAI
Remarks	The agent confirmed the sale was an arm's length transaction.

60-3212/4996
109 Driftwood Road
Transaction/Property Detail (Continued)

Improvement Area	1,518 Square Feet (Gross Living Area)
Year Built	1981 (Property Appraiser)
Construction Quality	Average
Condition	Average
Units	2 Units (One -2 Bed/2 Bath, One -1 Bed/1 Bath)
Total Bedrooms	3
Total Bathrooms	3
Exterior	
Construction Type	Wood Frame
Foundation Type	Concrete Slab
Exterior Wall Material	Brick, Wood
Roofing Material	Shingle
Window Type	Aluminum Frame
Exterior Door Type	Decorative Metal
Extra Features	Porches and Storage
Interior	
Flooring Material	Carpet and Vinyl (MLS)
Ceiling Material	Unknown (Assumed Typical)
Wall Material	Unknown (Assumed Typical)
Ceiling Height	Unknown (Assumed Typical)
HVAC	Central (MLS)
Extra Features	Unknown (Assumed Typical)
Site Improvements	Wood Fence, Gravel Parking
Remarks	N/A

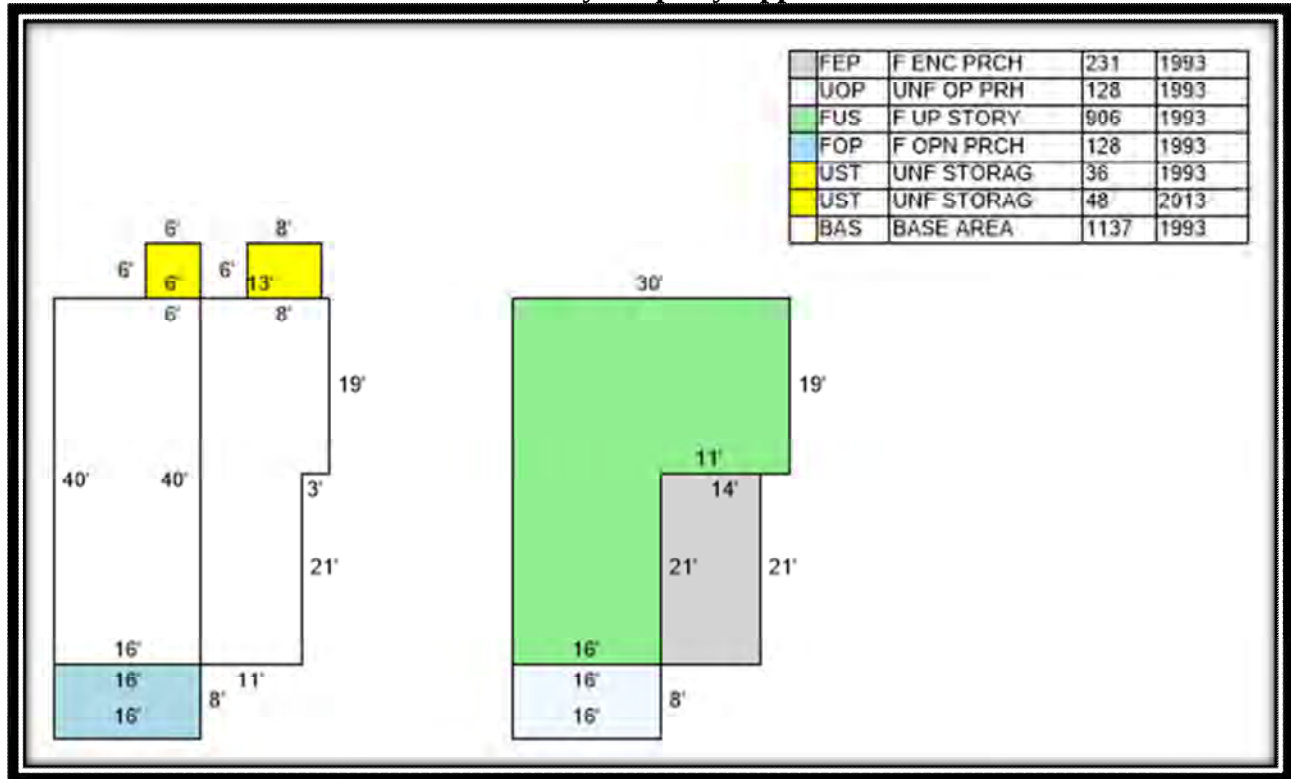
60-3212/4996
109 Driftwood Road
Property Sketch

Comparable - 60-3212/4996
109 Driftwood Rd, Miramar Beach, FL
Site Size: 7,336 SF (0.168 Ac)



60-3212/4996
109 Driftwood Road
Improvement Sketch

Walton County Property Appraiser



60-3212/4996
109 Driftwood Road
Photograph(s)

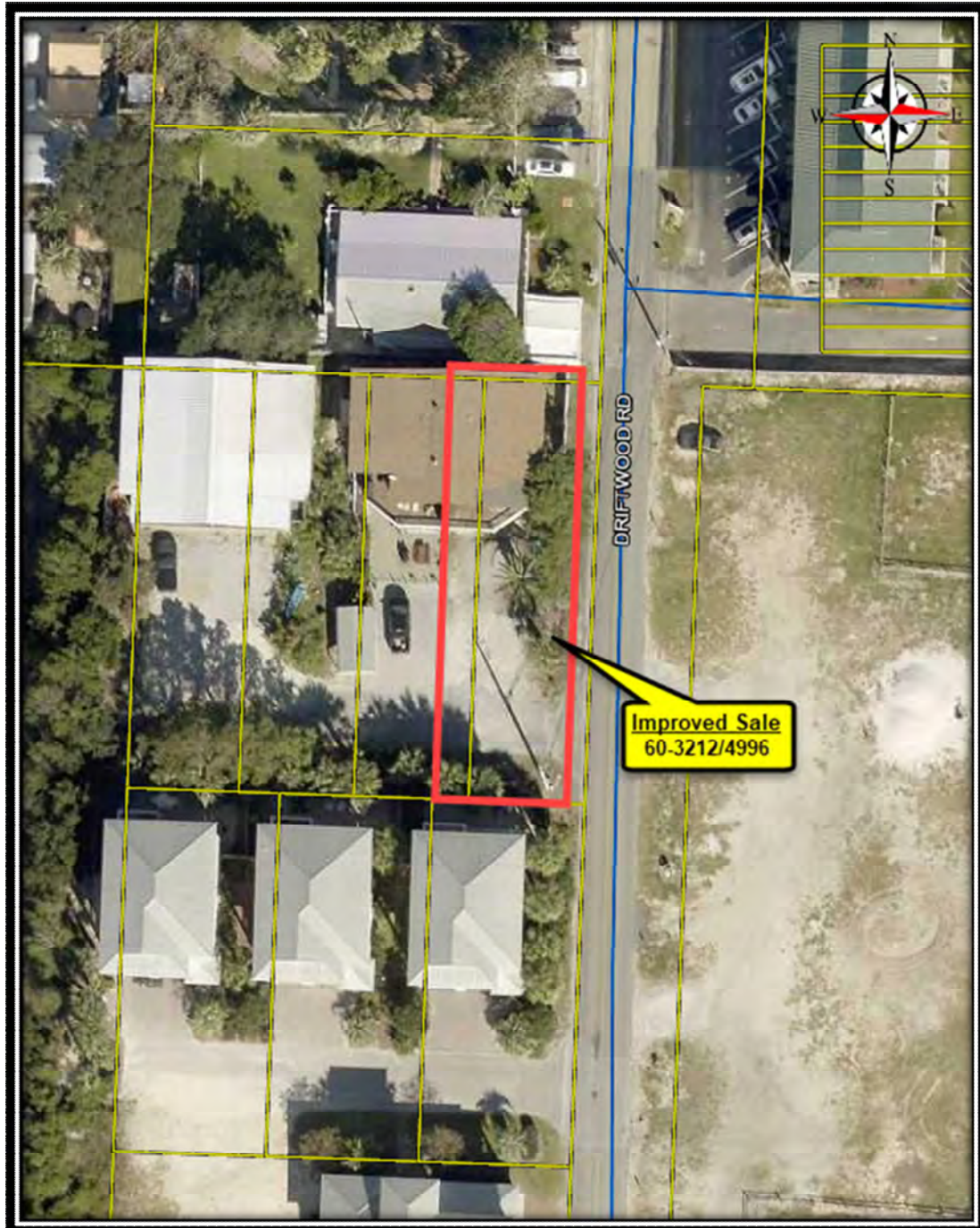


Photo - Taken by Shannon Ross Deal, MAI on April 4, 2022

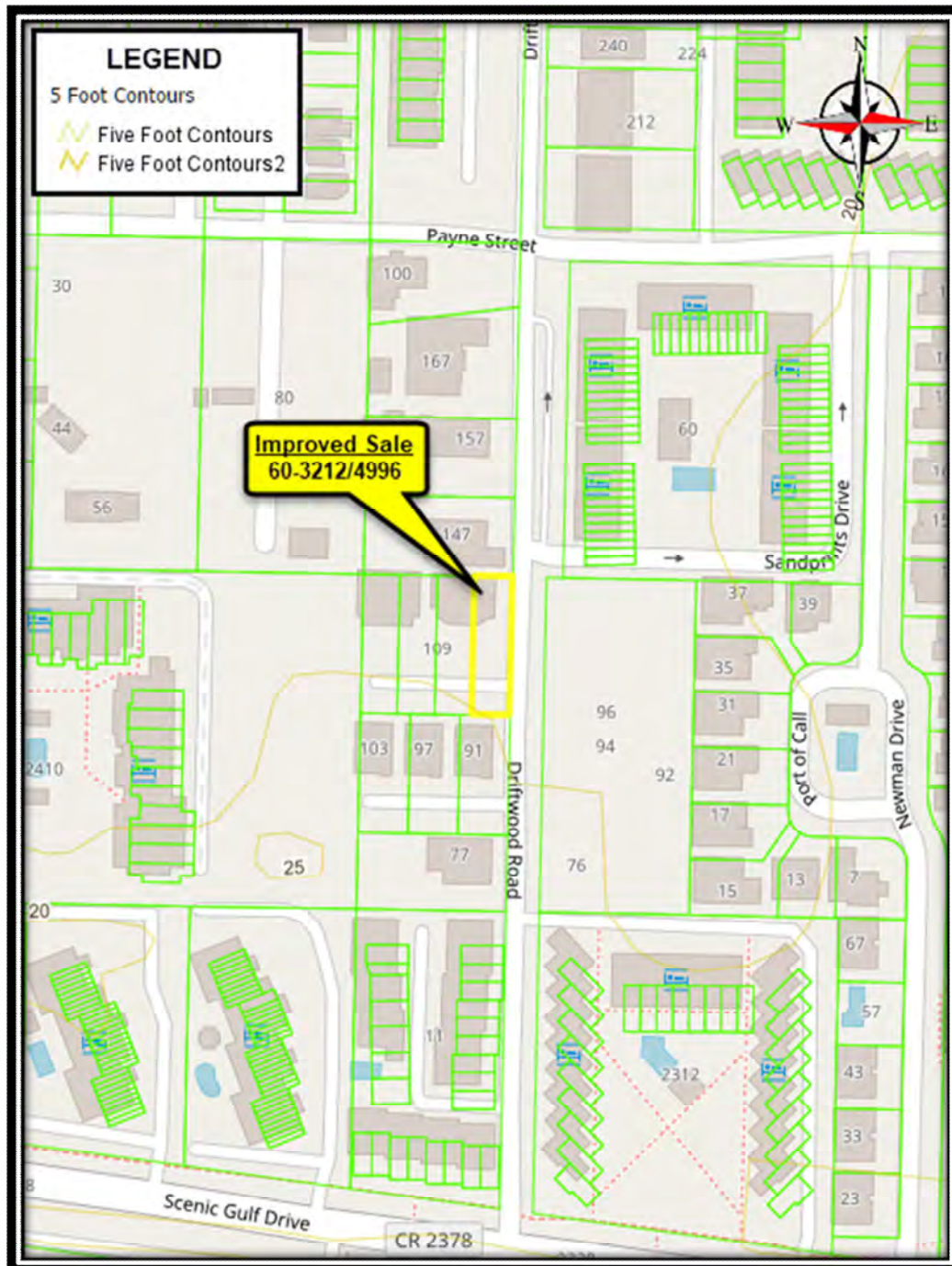


Photo - Taken by Shannon Ross Deal, MAI on April 4, 2022

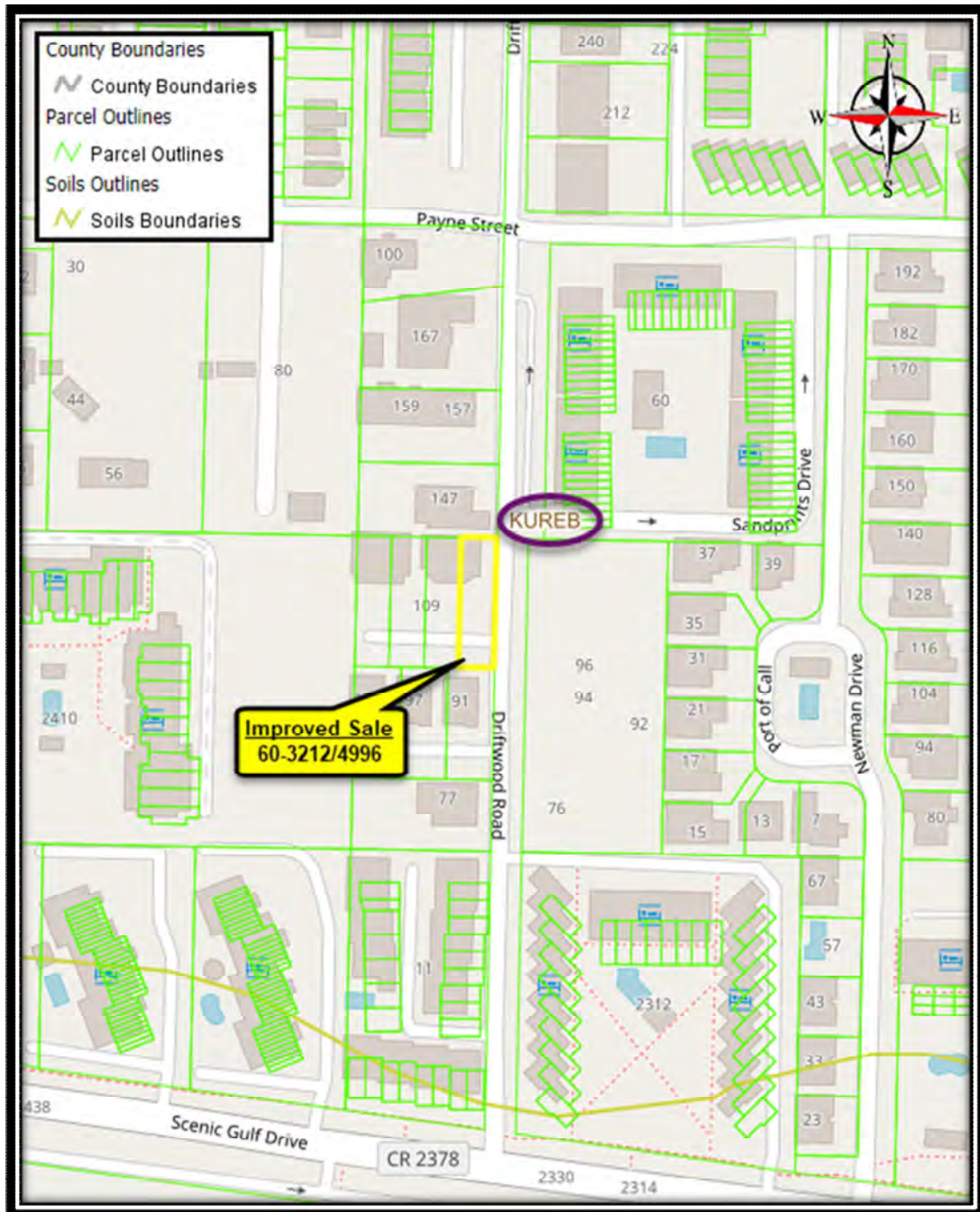
60-3212/4996
109 Driftwood Road
Aerial Map



60-3212/4996
109 Driftwood Road
Contour/Elevation Map



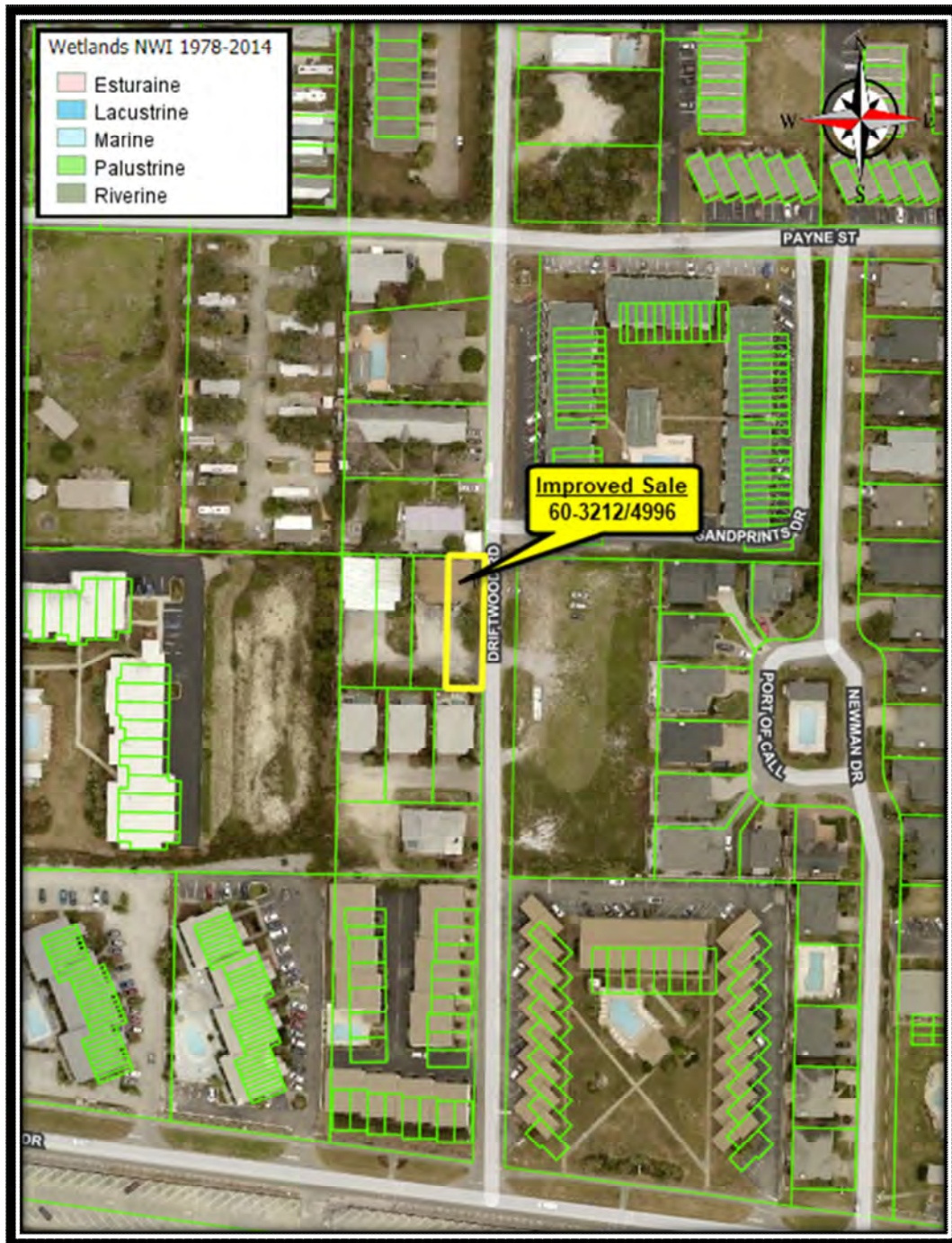
60-3212/4996
109 Driftwood Road
Soils Map



60-3212/4996
109 Driftwood Road
Flood Zone Map



60-3212/4996
109 Driftwood Road
Wetlands Map



60-3212/4996
109 Driftwood Road
Zoning/Land Use Map



60-3212/4996
109 Driftwood Road
Property Transfer Deed

Inst. #20210042337 Bk: 3212 Pg: 4996 Recorded: 8/23/2021 4:01 PM Alex Alford Clerk of Courts, Walton County, Florida
Rec Fees: \$10.00 Doc Stmp-D: \$3,850.00 Deputy Clerk KELLEY

THIS INSTRUMENT PREPARED BY
MICHAEL F. MCGILL, III
ROBERT E. MCGILL, III
30008 Emerald Coast Pkwy Ste 301-A
Destin, FL 32541
File No: 13003

Property Appraiser Tax I.D. Number:
30-25-21-42290-000-0023

SPACE ABOVE FOR RECORDING DATA.

WARRANTY DEED

THIS WARRANTY DEED made the 16th day of August, 2021 by ROSALEE M. WHITT, AN UNREMARKED WIDOW, hereinafter called the grantor, whose address is: 109 Driftwood Rd Unit 103, Miramar Beach, Florida 32550 to TRM INVESTMENTS L.L.C. A KANSAS LIMITED LIABILITY COMPANY, hereinafter called the grantee, whose address is: 22311 W. 101st St. N., Mount Hope, Kansas 67108.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Walton County, Florida, viz:

Commence at the Northwest corner of Lot 92, U.S. Government Subdivision of the Southeast One Quarter of Section 30, Township 2 South, Range 21 West, Walton County, Florida; thence go South 88 degrees 45 minutes East along the North line of the aforesaid Lot 92, a distance of 110.96 feet to the Point of Beginning; thence continue South 88 degrees 45 minutes East a distance of 53.94 feet; thence go South 01 degrees 12 minutes 30 seconds West a distance of 137 feet; thence go North 88 degrees 45 minutes West a distance of 53.16 feet; thence go North 0 degrees 53 minutes 03 seconds East a distance of 137.00 feet to the Point of Beginning.

Being a portion of Government Lot 92, Section 30, Township 2 South, Range 21 West, Walton County, Florida, and being subject to a 20.0 foot easement for access and utilities along the South side and a 16.5 foot easement along the East side.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

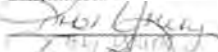
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

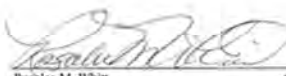
AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:


- Witness

- Witness


Rosalee M. Whitt
- Seller

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of August, 2021, by ROSALEE M. WHITT.

☒ who is/are personally known to me, or
who has/have produced Sharon Deville as identification.

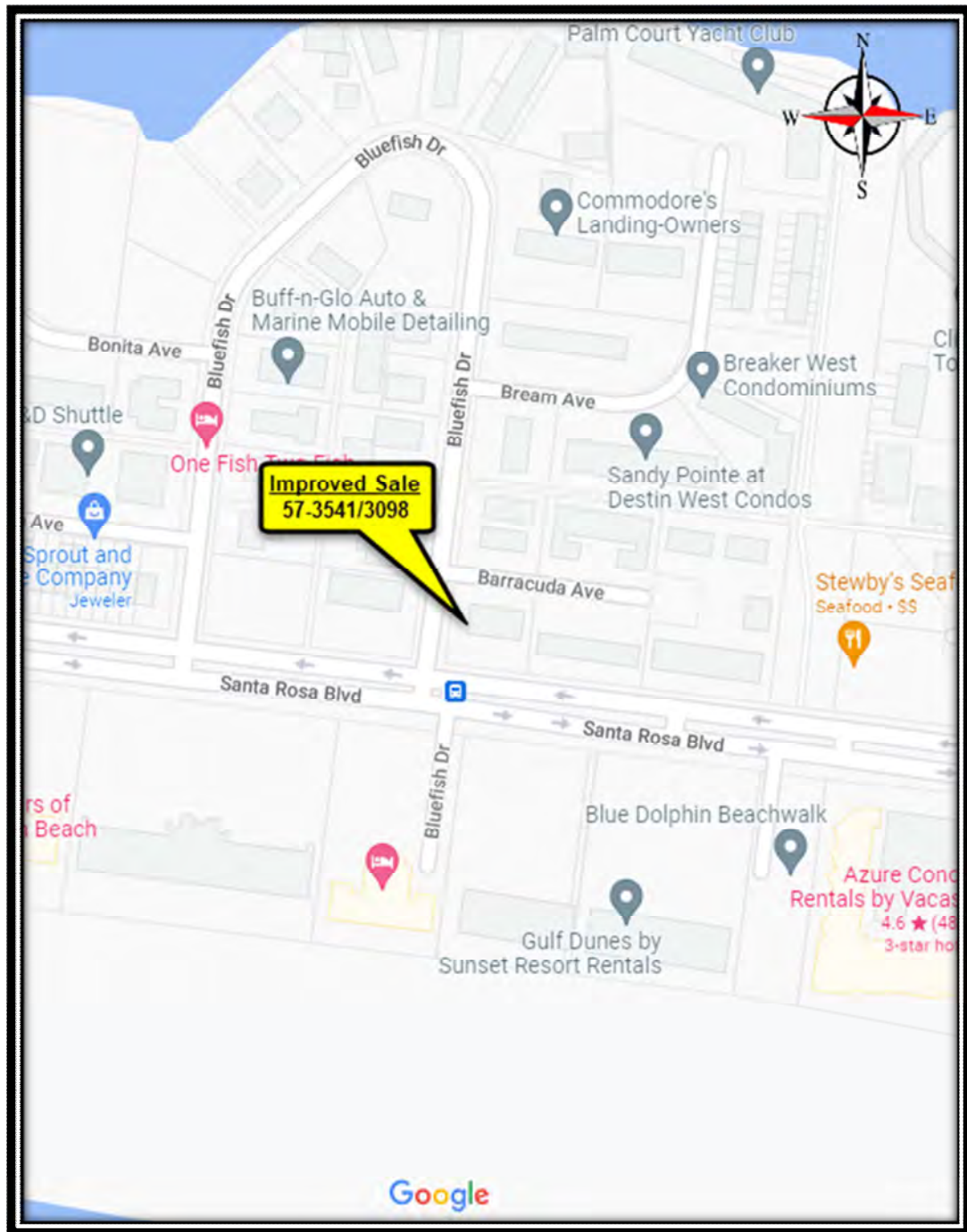

NOTARY PUBLIC

Print Name:
My Commission expires:



SHARON DEVILLE
Commission # 00116006
Expires September 13, 2023
Brewed This Budget-Friendly Service

57-3541/3098
305 Barracuda Avenue
Location Map



57-3541/3098
305 Barracuda Avenue
Transaction/Property Detail

County	Okaloosa
OR Book/Page	3541/3098
Grantor	Joseph H. McGill
Grantee	The Pink Watermelon, LLC
Sale Date	April 15, 2021
Date of Inspection	April 4, 2022
Dimensions	See Attached Sketches
Source of Dimensions	Site – Deed/Plat of Record
	Improvement – Property Appraiser
Land Area	0.331 Acres
	14,400 Square Feet
Improvement Area	3,038 Square Feet (Gross Living Area)
Road Material	Paved
Traffic Count	12,200 (Santa Rosa Boulevard)
Topography	Generally Level
Soil Type	Urban Land
Shape	Basically Rectangular
Wetland Characteristics	0% – Improvement Site (per National Wetlands Inventory)
Floodplain	Zone AE
Water Retention	On-Site
Consideration	\$775,000
Expenditures	<u>\$ 0</u>
Total Indication	\$775,000
Unit Price	\$255.10 per Square Foot of Gross Living Area
Type of Instrument	Warranty Deed
Tax ID #	00-2S-24-2185-0003-0490
Location	305 Barracuda Avenue Fort Walton Beach, FL 32548 This property is located at the southeast corner of Barracuda Avenue and Bluefish Drive in Fort Walton Beach, Okaloosa County, Florida.
Section/Township/Range	Section 00, 2 South, 24 West
Land Use/Zoning Designation	B-2 (Okaloosa County)
Concurrency Issues	None Noted
Present Use at Time of Sale	Triplex
Highest and Best Use at Sale Date	As Improved
Conditions of Transaction	Arms-Length Transaction
Financing	Cash Equivalent to Seller
Encumbrances	None Noted That Would Affect Highest and Best Use or Value
Improvements	See Building Detail
Utilities	All utilities were available at the time of sale.

57-3541/3098
305 Barracuda Avenue
Transaction/Property Detail (Continued)

MLS Number	875543
Time of Exposure/Days on the Market	15 Days
Motivation of Sale	Seller – Disposition of Asset Buyer – Hold as Investment

Verification

Name	Sandy Sharpe (Coldwell Banker Realty)
Date	April 5, 2022
Phone	850-830-2222
Relationship	Listing Agent
Confirmed by	Shannon Ross Deal, MAI
Remarks	The agent confirmed the sale was an arm's length transaction. According to permit information, the buyer spent approximately \$24,000 on upgrades to the improvement after the sale.

57-3541/3098
305 Barracuda Avenue
Transaction/Property Detail (Continued)

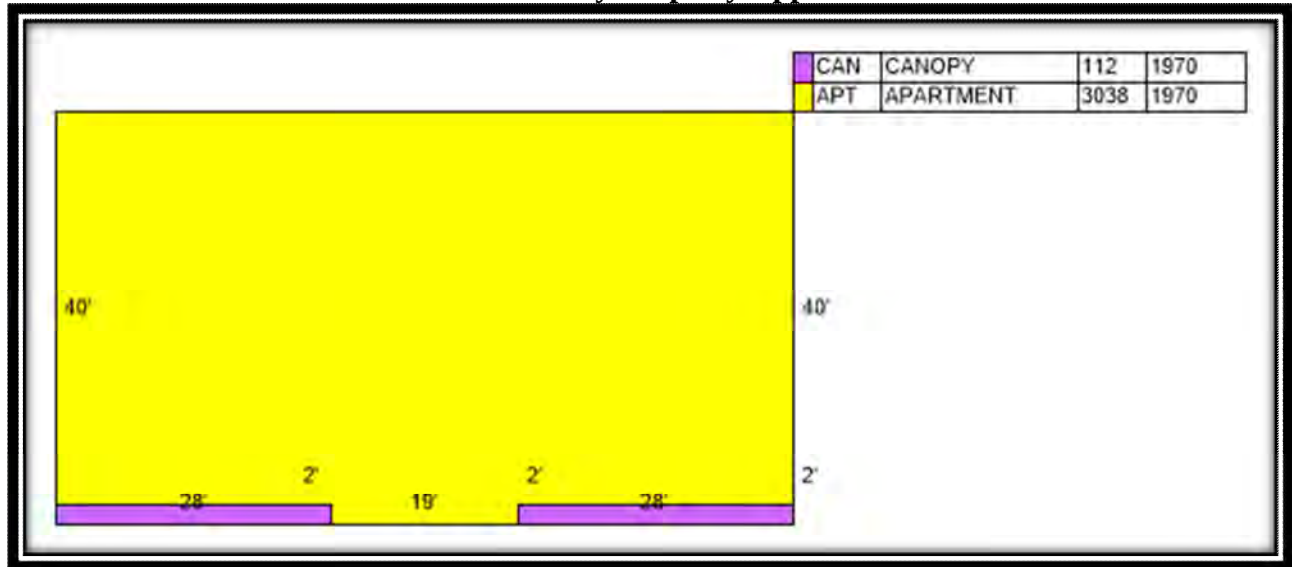
Improvement Area	3,038 Square Feet (Gross Living Area)
Year Built	1970 (Property Appraiser)
Construction Quality	Average
Condition	Average
Units	3 Units (Two -2 Bed/1 Bath, One -1 Bed/1 Bath)
Total Bedrooms	5
Total Bathrooms	3
Exterior	
Construction Type	Wood Frame
Foundation Type	Concrete Slab
Exterior Wall Material	Brick (Painted)
Roofing Material	Metal
Window Type	Aluminum Frame (Changed to Vinyl after Sale)
Exterior Door Type	Metal Slab
Extra Features	None Noted
Interior	
Flooring Material	Unknown (Assumed Typical)
Ceiling Material	Unknown (Assumed Typical)
Wall Material	Unknown (Assumed Typical)
Ceiling Height	Unknown (Assumed Typical)
HVAC	Central (Property Appraiser)
Extra Features	Unknown (Assumed Typical)
Site Improvements	Wood Fence, Concrete Parking
Remarks	N/A

57-3541/3098
305 Barracuda Avenue
Property Sketch



57-3541/3098
305 Barracuda Avenue
Improvement Sketch

Okaloosa County Property Appraiser



57-3541/3098

**305 Barracuda Avenue
Photograph(s)**



Photo - Taken by Shannon Ross Deal, MAI on April 4, 2022

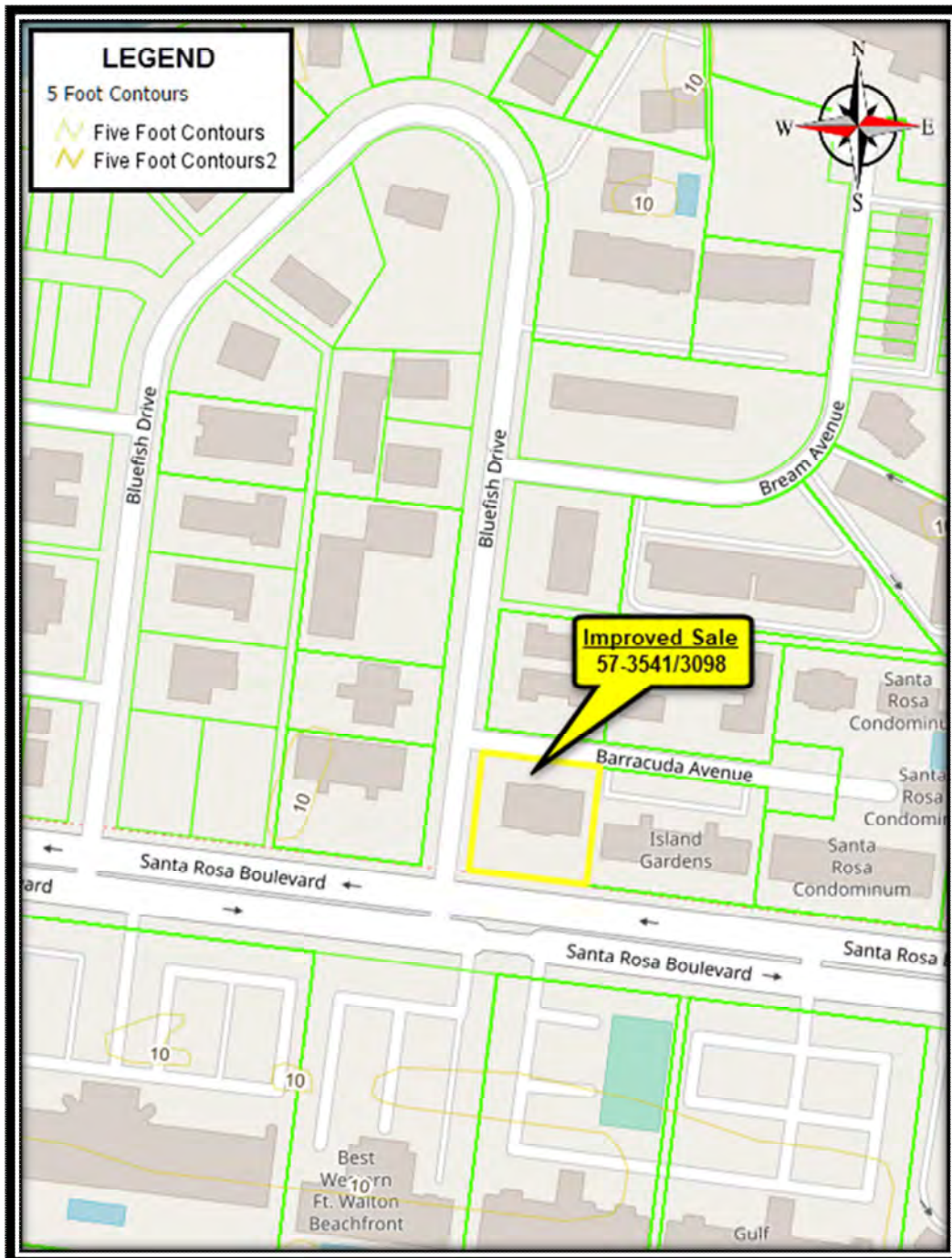


Photo - Taken by Shannon Ross Deal, MAI on April 4, 2022

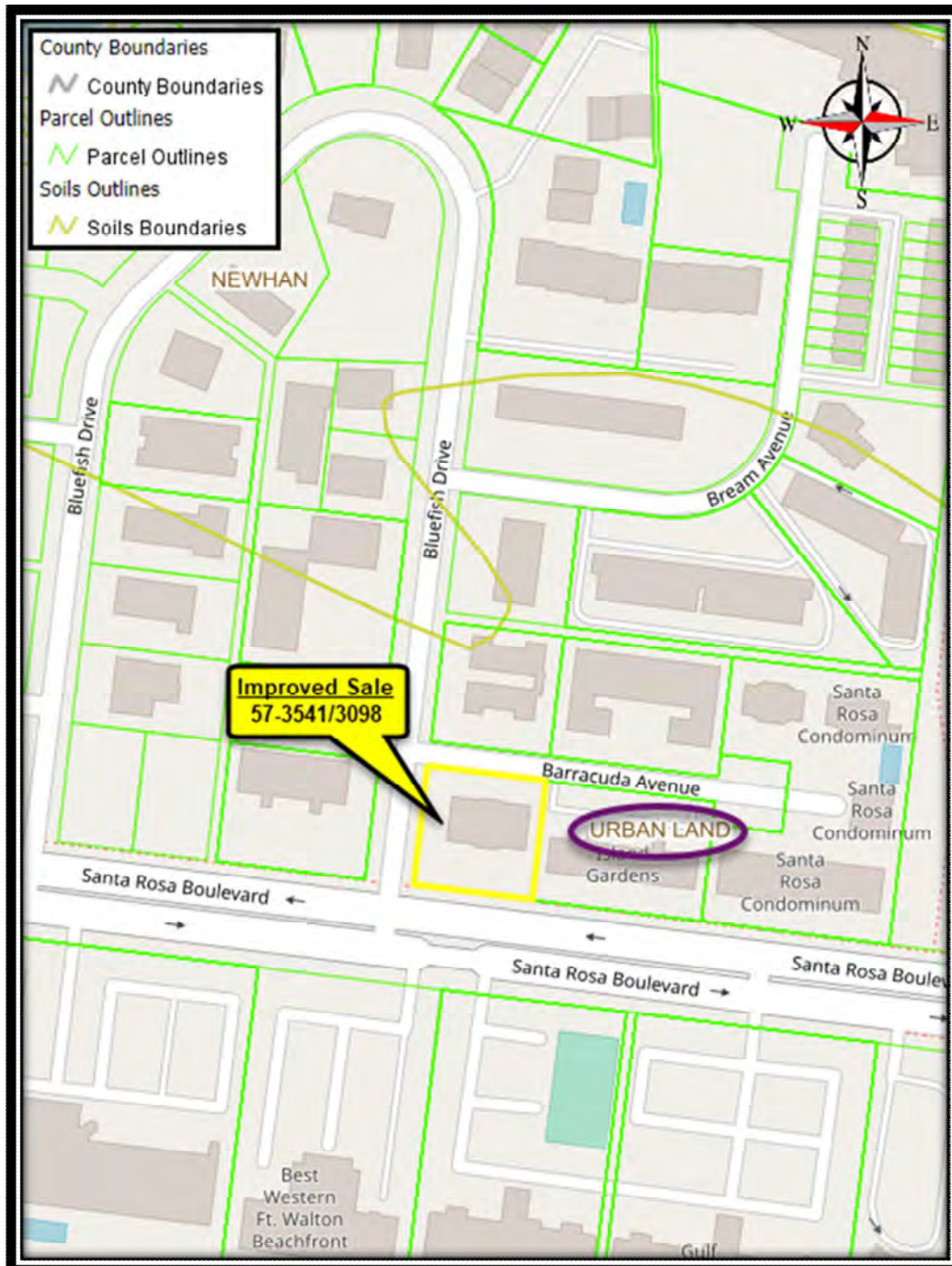
57-3541/3098
305 Barracuda Avenue
Aerial Map



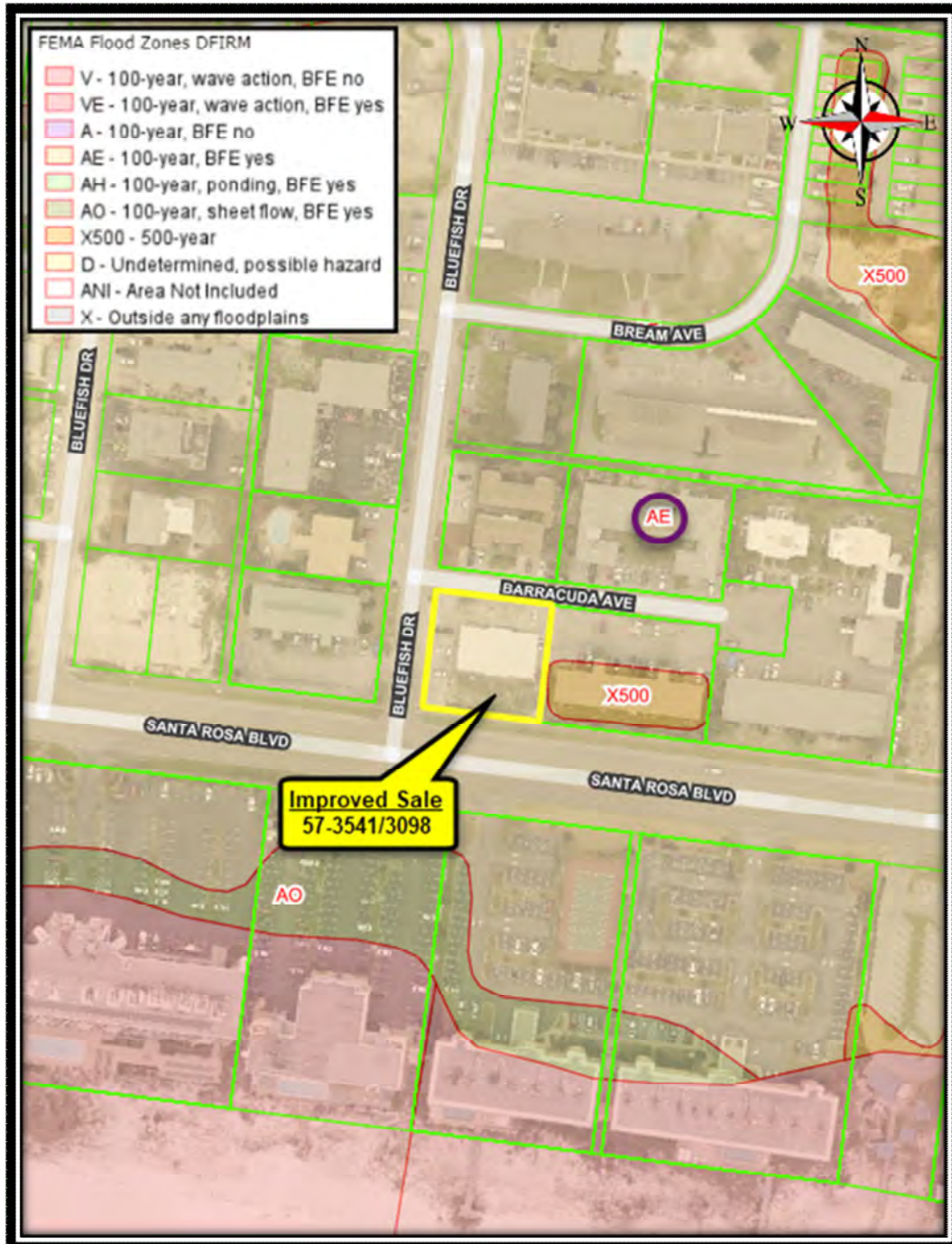
57-3541/3098
305 Barracuda Avenue
Contour/Elevation Map



57-3541/3098
305 Barracuda Avenue
Soils Map



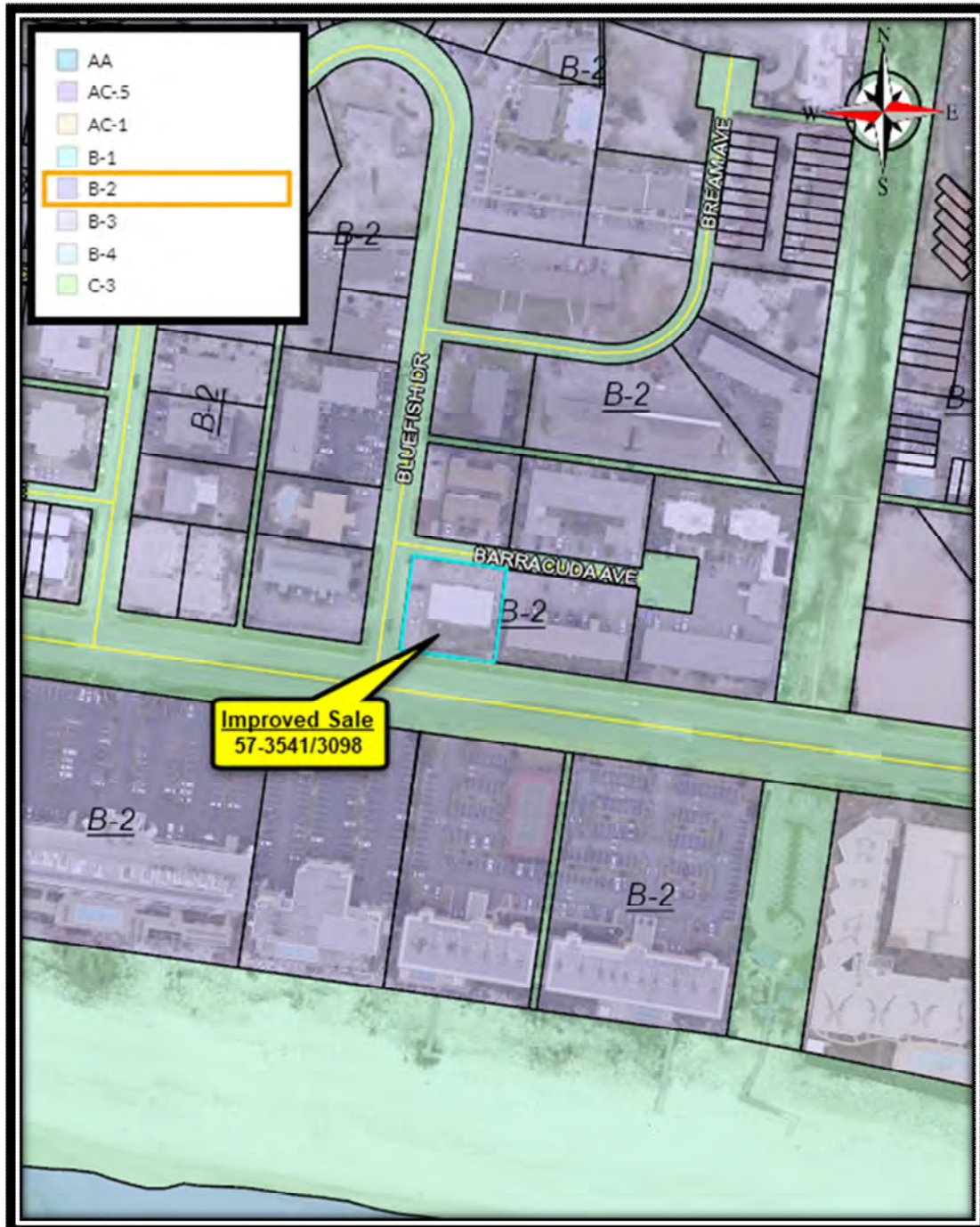
57-3541/3098
305 Barracuda Avenue
Flood Zone Map



57-3541/3098
305 Barracuda Avenue
Wetlands Map



57-3541/3098
305 Barracuda Avenue
Zoning/Land Use Map



57-3541/3098
305 Barracuda Avenue
Property Transfer Deed

FILE #3449051 RCD: 4/22/2021 1:17 PM, BK: 3541 PG: 3098, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stamp: \$5,425.00 DEPUTY CLERK asims
JD PEACOCK H CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

PREPARED BY:

MEAD LAW & TITLE
24 Walter Martin Road NE
Fort Walton Beach, Florida 32548
File No: 40606AT
Property Appraiser's Parcel ID: # 00-25-24-2185-0003-0490

This **WARRANTY DEED** made the 15th day of April, A.D. 2021, by

Joseph A. McGill

whose post office address is: 105 Arrowpoint Cva., Valparaiso, Florida 32580
hereinafter called the grantor to

The Pink Watermelon, L.L.C., a Florida limited liability company

whose post office address is: 119 Hollywood Blvd NW, Unit 206, Fort Walton Beach, Florida 32548
hereinafter called the grantee

(wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable
considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens,
remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa
County, Florida, viz:

LOT 49, BLOCK 3, SANTA ROSA ISLAND SUBDIVISION, ACCORDING TO THE
MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 84-B,
INCLUSIVE OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
Said property is not the homestead of the Grantor(s) under the laws and constitution of the
State of Florida in that neither Grantor(s) nor any members of the household of Grantor(s)
reside thereon.

Subject to:

Easements, restrictions, covenants and conditions as set forth in the Plat of Santa Rosa Island
Subdivision of Blocks 4 and 5, recorded in Plat Book 2, page 84, 84A through 84F, inclusive.
Terms and conditions contained in that certain Quit Claim Deed, as recorded in Deed Book 63,
Page 312, as amended in Official Records Book 288, Page 298 and Official Records Book 1804,
Page 1834. Restrictions, covenants, and conditions as set forth in those instruments recorded in
Deed Book 114, Page 245 and amended in Deed Book 120, Page 123, Deed Book 121, Page
233 and Official Records Book 122, Page 516 and Official Records Book 658, Page 166.
Easement(s) in favor of Gulf Power Company set forth in instrument(s) recorded in Deed Book
115, Page 443 and Official Records Book 737, Page 58. Terms, conditions, and provisions set
forth in instruments recorded in Official Records Book 16, page 109, Official Records Book 358,
page 494, Official Records Book 306, page 444, Official Records Book 345, page 540 and Official
Records Book 1053, page 313. Right of Way to Okaloosa County recorded in Official Records
Book 207, Page 481. Easement(s) in favor of Southeast Telephone Company set forth in
instrument(s) recorded in Official Records Book 332, Page 102. Resolutions recorded in Official
Records Book 490, Page 109, Official Records Book 490, Page 642, Official Records Book 528,
Page 644 and Official Records Book 656, Page 166. Easement(s) as set forth in instrument(s)
recorded in Official Records Book 705, Page 533. Resolution for waiver of requirements in Official
Records Book 1035, Page 721 and Official Records Book 1059, Page 1902. Okaloosa County
Ordinance No. 07-71, adopted December 4, 2007, establishing the Okaloosa Beach Restoration
Municipal Service Benefit Unit, which provides for assessments and/or future assessments, as
amended and supplemented by Ordinance No. 08-24, adopted August 7, 2008; Ordinance No.
08-38, adopted October 7, 2008; Ordinance No. 08-125, adopted August 7, 2008; Ordinance No.
08-192; Ordinance No. 09-105, adopted June 16, 2009; Ordinance No. 09-138, adopted
September 1, 2009 and recorded in Official Records Book 2905, Page 590; Ordinance No. 10-10,
adopted July 10, 2010, and recorded in Official Records Book 2953, Page 3098; Ordinance No.
11-111, adopted August 16, 2011, and recorded in Official Records Book 2998, Page 2834;
Ordinance No. 12-16, January 17, 2012, and Ordinance No. 12-02, adopted January 16, 2012,
and as subsequently amended. Terms and conditions of Lease Agreement recorded in Official
Records Book 4, Page 247, as assigned, and as affected by Quit Claim Deed recorded in Official
Records Book 2424, Page 1069. Reservations in favor of Okaloosa County, of an undivided
interest in and to all phosphates, minerals and metals, together with an undivided one-half interest
in and to all petroleum, in, on or under the surface of the insured land, as contained in that certain
Deed, recorded in Official Records Book 2424, Page 1069, created pursuant to Section 270.11,
Florida Statutes.

ML+T 40606AT WFS

57-3541/3098
305 Barracuda Avenue
Property Transfer Deed

BK: 3541 PG: 3099

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

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

Signed, sealed and delivered in
the presence of:

Deisy F. Tristan-Garcia
Deisy F. Tristan-Garcia - Witness
Tasheka Timmerman
Tasheka Timmerman - Witness

Joseph A. McGill
Joseph A. McGill - Grantor
Seila
Seila - Grantor

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of X physical presence or
online notarization this 15th day of April, 2021, by Joseph A. McGill

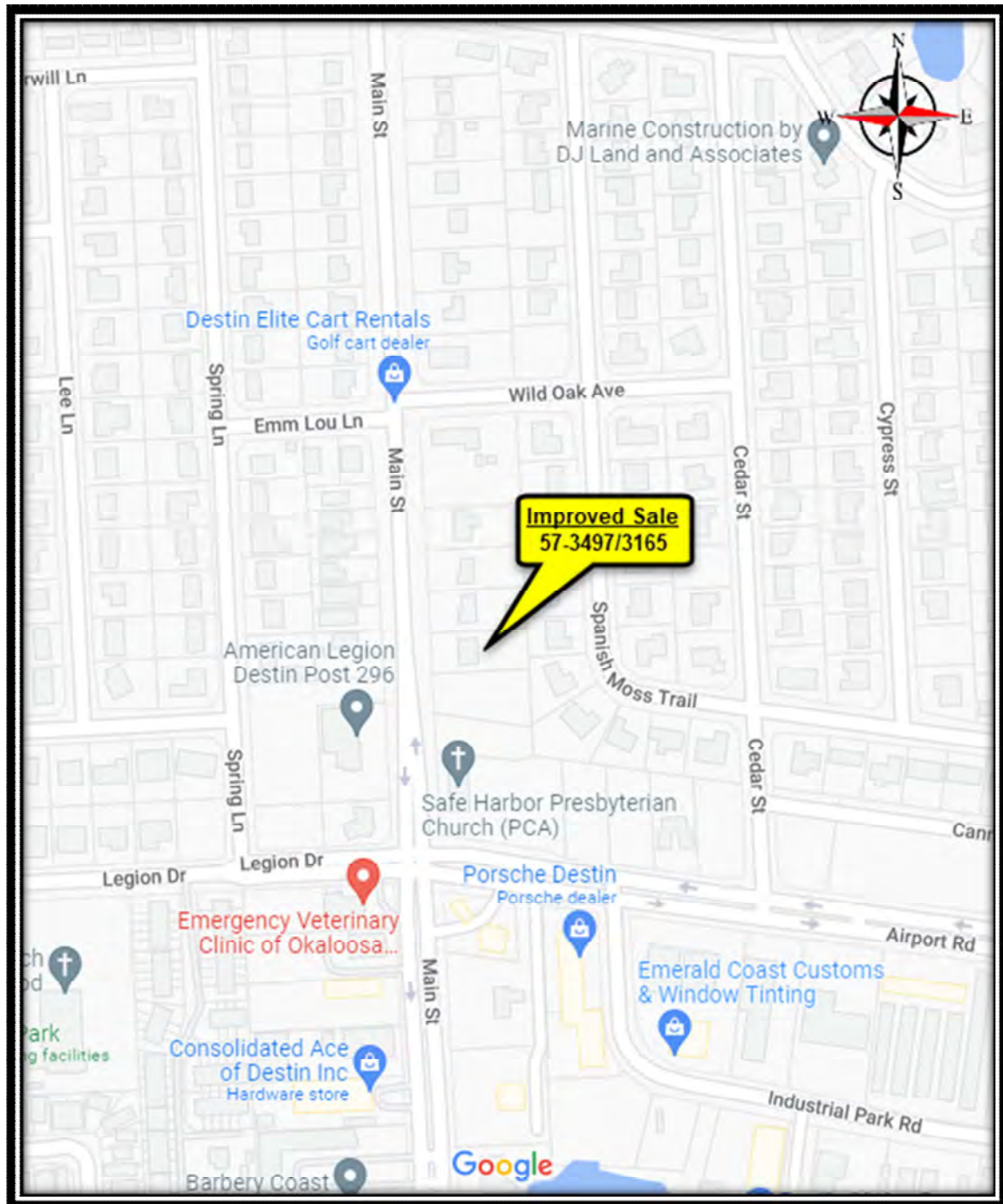
Deisy F. Tristan-Garcia
Notary Public
Print Notary Name:
My Commission Expires:

(affix notary seal)

Personally known to me _____
Produced FL DL as identification



57-3497/3165
312 Main Street
Location Map



57-3497/3165
312 Main Street
Transaction/Property Detail

County	Okaloosa
OR Book/Page	3497/3165
Grantor	Blue Sky Investment Properties, LLC
Grantee	James W. Bradin III
Sale Date	October 2, 2020
Date of Inspection	April 4, 2022
Dimensions	See Attached Sketches
Source of Dimensions	Site – Deed/Plat of Record
	Improvement – Property Appraiser
Land Area	0.392 Acres
	17,088 Square Feet
Improvement Area	1,836 Square Feet (Gross Living Area)
Road Material	Paved
Traffic Count	11,100 (Main Street)
Topography	Generally Level
Soil Type	Kureb
Shape	Basically Rectangular
Wetland Characteristics	0% – Improvement Site (per National Wetlands Inventory)
Floodplain	Zone X
Water Retention	On-Site
Consideration	\$400,000
Expenditures	<u>\$ 0</u>
Total Indication	\$400,000
Unit Price	\$217.86 per Square Foot of Gross Living Area
Type of Instrument	Warranty Deed
Tax ID #	00-2S-22-3091-000J-0210
Location	312 Main Street Destin, FL 32541 This property is located along the east side of main street approximately 330 feet north of Airport Road in Destin, Okaloosa County, Florida.
Section/Township/Range	Section 00, 2 South, 22 West
Land Use/Zoning Designation	Low Density Residential-Village (City of Destin)
Concurrency Issues	None Noted
Present Use at Time of Sale	Duplex
Highest and Best Use at Sale Date	As Improved
Conditions of Transaction	Arms-Length Transaction
Financing	Cash Equivalent to Seller
Encumbrances	None Noted That Would Affect Highest and Best Use or Value
Improvements	See Building Detail
Utilities	All utilities were available at the time of sale.

57-3497/3165
312 Main Street
Transaction/Property Detail (Continued)

MLS Number	853169
Time of Exposure/Days on the Market	5 Days
Motivation of Sale	Seller – Disposition of Asset Buyer – Occupancy and Income Production

Verification

Name	Jennifer Wilson (NextHome Cornerstone Realty)
Date	April 7, 2022
Phone	850-865-2788
Relationship	Selling Agent
Confirmed by	Shannon Ross Deal, MAI
Remarks	The agent confirmed the sale was an arm's length transaction. The buyer intended to occupy one unit and rent the other unit.

57-3497/3165
312 Main Street
Transaction/Property Detail (Continued)

Improvement Area	1,836 Square Feet (Gross Living Area)
Year Built	1993 (Property Appraiser)
Construction Quality	Average
Condition	Average
Units	2 Units (Two-2 Bed/2 Bath)
Total Bedrooms	4
Total Bathrooms	4

Exterior

Construction Type	Wood Frame
Foundation Type	Concrete Slab
Exterior Wall Material	Brick
Roofing Material	Metal
Window Type	Vinyl Frame
Exterior Door Type	Metal Panel
Extra Features	None Noted

Interior

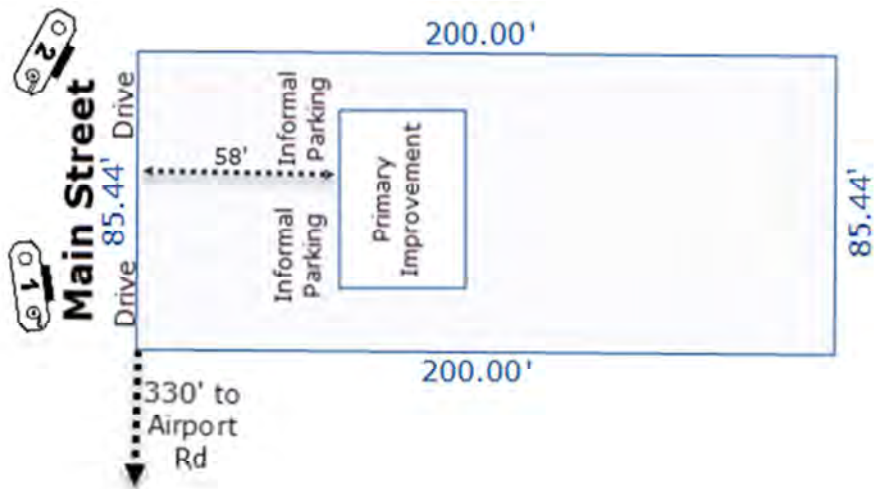
Flooring Material	Vinyl Plank, Tile (MLS)
Ceiling Material	Drywall (MLS)
Wall Material	Drywall (MLS)
Ceiling Height	Unknown (Assumed Typical)
HVAC	Central (MLS)
Extra Features	Unknown (Assumed Typical)

Site Improvements	Vinyl Fence, Concrete Parking
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Remarks	N/A
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57-3497/3165
312 Main Street
Property Sketch

Comparable - 57-3497/3165
312 Main Street, Destin, FL
Site Size: 17,088 SF (0.392 Ac)



57-3497/3165

**312 Main Street
Improvement Sketch**

Okaloosa County Property Appraiser

	APT	APARTMENT	1836	1993
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36'

51'

36'

57-3497/3165

**312 Main Street
Photograph(s)**



Photo - Taken by Shannon Ross Deal, MAI on April 4, 2022

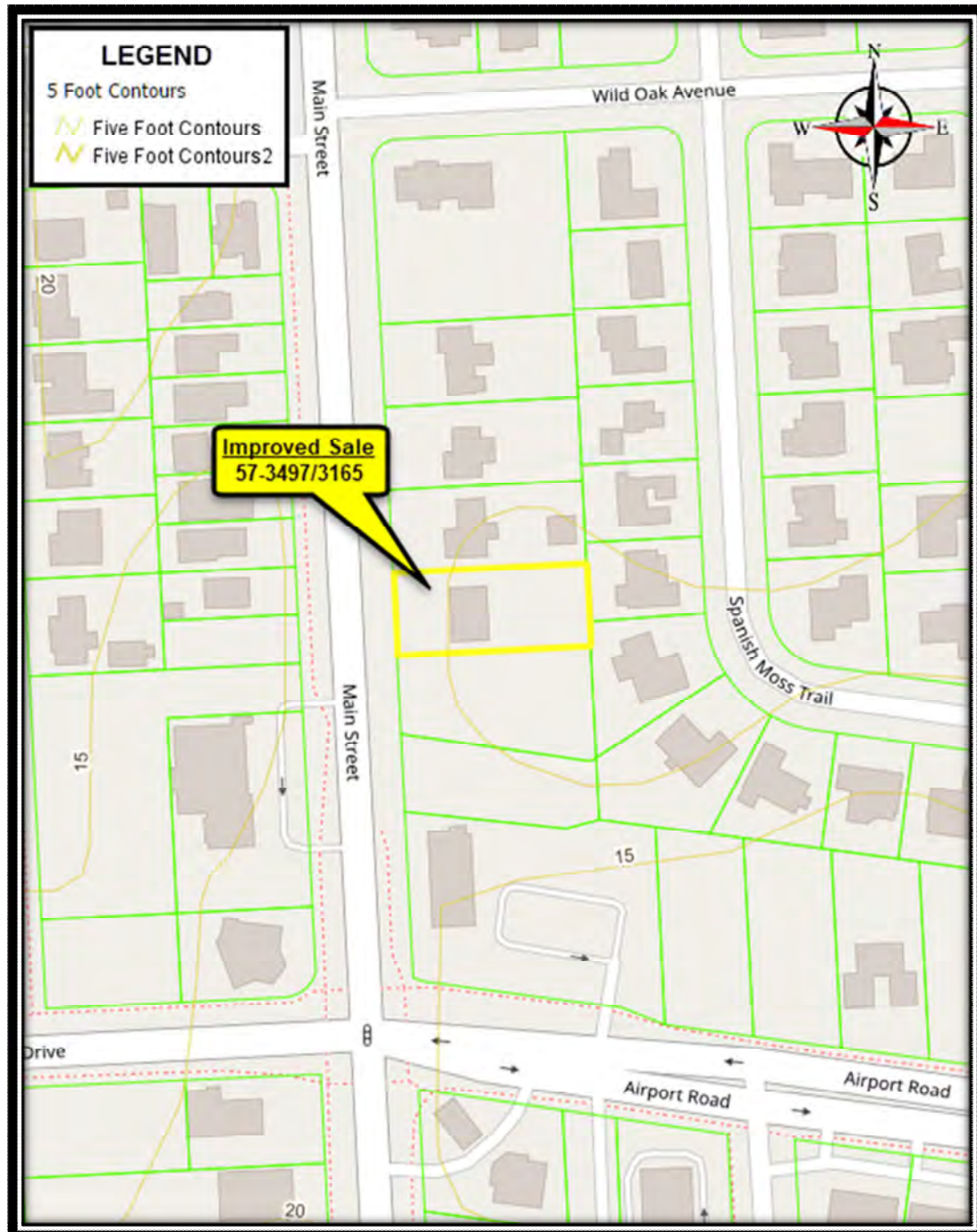


Photo - Taken by Shannon Ross Deal, MAI on April 4, 2022

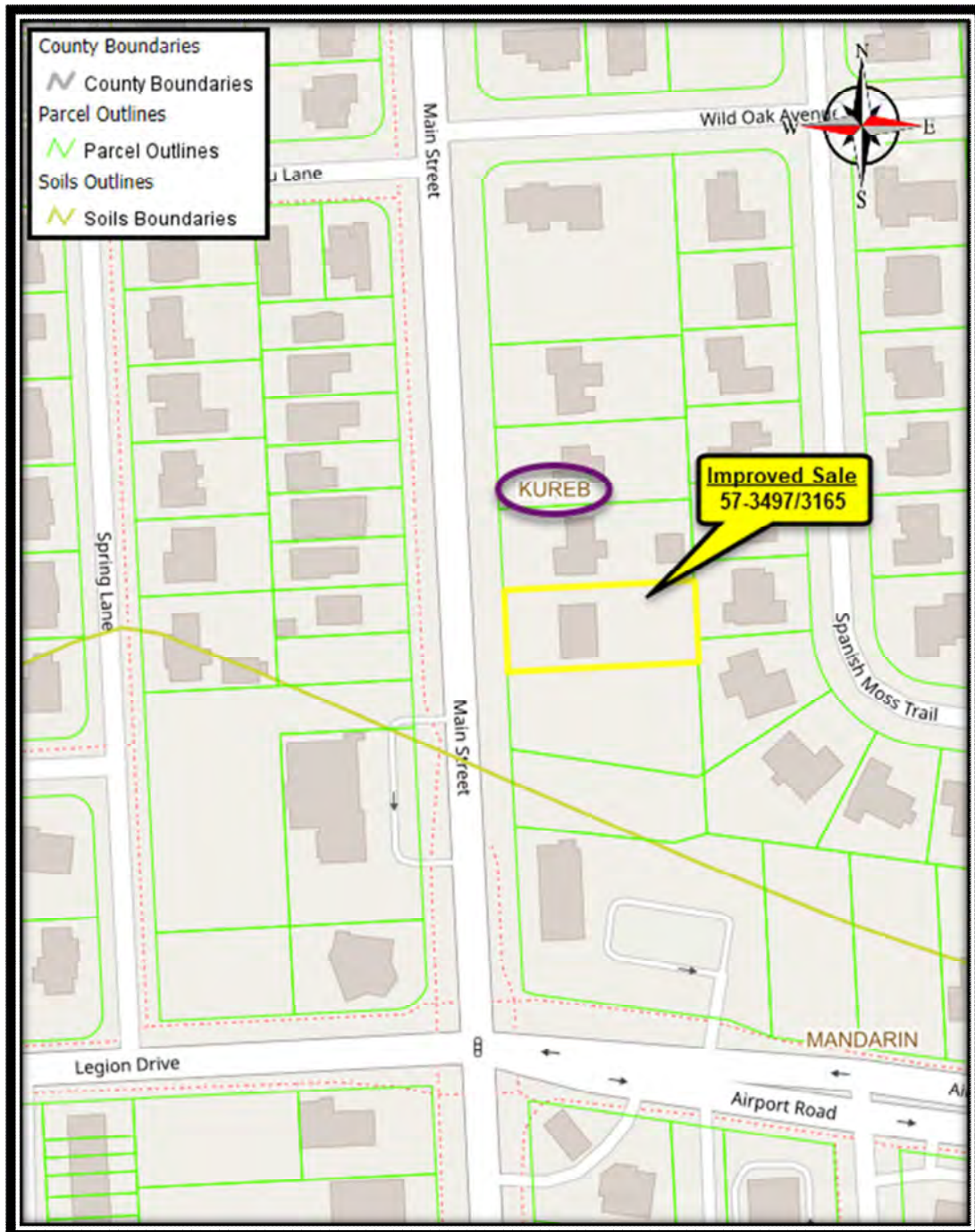
57-3497/3165
312 Main Street
Aerial Map



57-3497/3165
312 Main Street
Contour/Elevation Map



57-3497/3165
312 Main Street
Soils Map



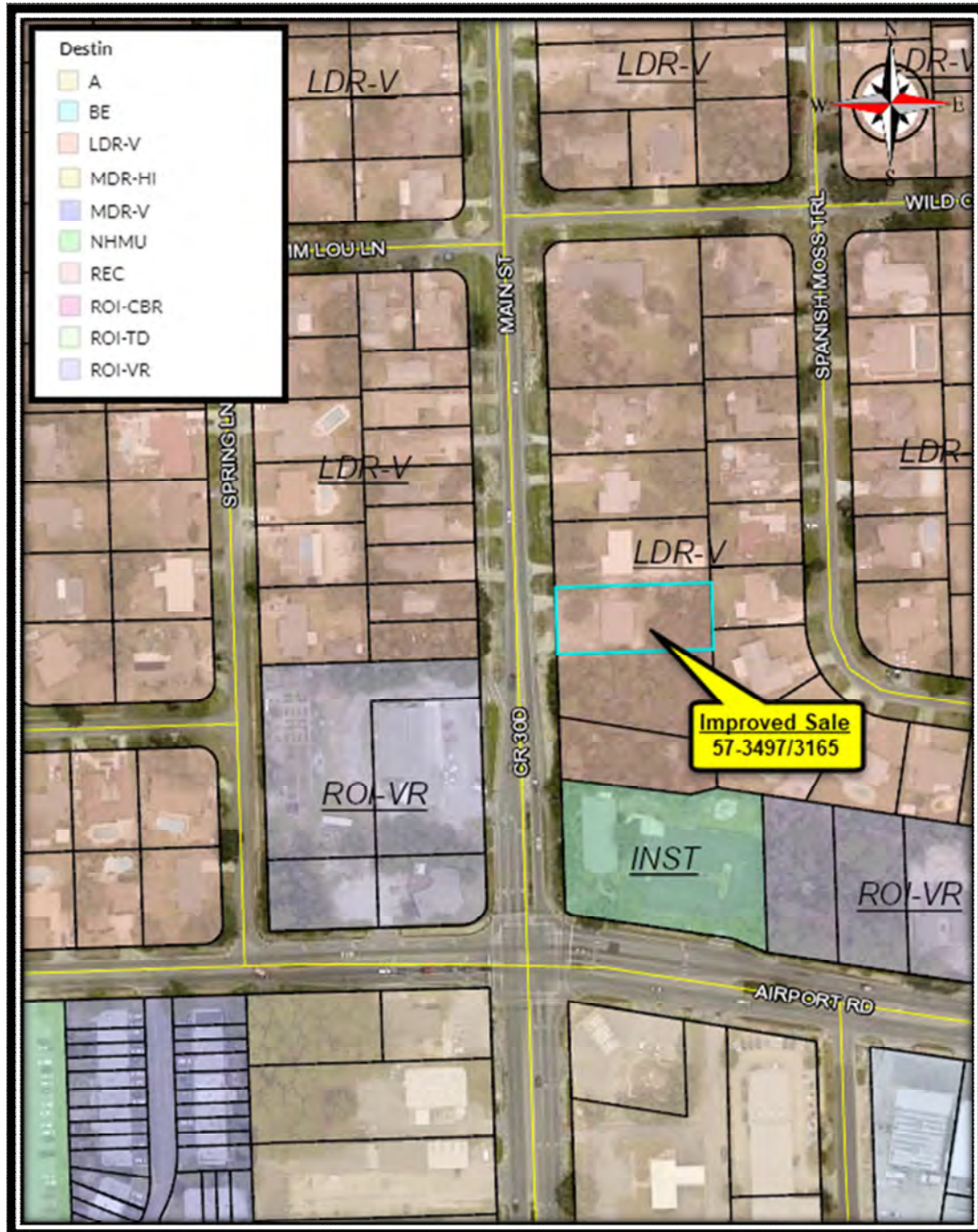
57-3497/3165
312 Main Street
Flood Zone Map



57-3497/3165
312 Main Street
Wetlands Map



57-3497/3165
312 Main Street
Zoning/Land Use Map



57-3497/3165
312 Main Street
Property Transfer Deed

FILE #3397358 RCD: 10/8/2020 12:36 PM, BK: 3497 PG: 3165, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$2,800.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Prepared by:
Cynthia Kelley
McNeese Title, LLC
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
File Number: 20-0804CK

Warranty Deed

Made this October 2, 2020 A.D. By **Blue Sky Investment Properties, LLC, a Kentucky limited liability company**, a whose address is: PO Box 793, Mount Washington, Kentucky 40047, hereinafter called the grantor, to **James W. Bradin III, a single man**, whose post office address is: 810 Eglin Parkway Unit 15, Fort Walton Beach, Florida 32547, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 21, Block J, FIRST ADDITION TO KELL-AIRE GARDENS SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 5, Page(s) 89, of the Public Records of Okaloosa County, Florida

Being the same property deeded to Blue Sky Investment Properties, LLC, a Kentucky limited liability company, recorded April 18, 2018, in Records Book 3346, Page 1817, Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-3091-000J-0210**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for all covenants, conditions, restrictions, reservations, limitations, easements of record, all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any, and taxes accruing subsequent to December 31, 2020.

57-3497/3165
312 Main Street
Property Transfer Deed

BK: 3497 PG: 3166

In Witness Whereof, the said grantor has caused this instrument to be executed in its name by its duly member on the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature:

Cathy A. Bradds

Witness Printed Name:

CATHY A. BRADD

Blue Sky Investment Properties, LLC

By:

Richard D. Haarman

Richard D. Haarman

Its: Sole Member

Witness Signature:

Cynthia Kelley

Witness Printed Name:

Cynthia Kelley

State of Florida

County of Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence, this 30 day of September, 2020, by Richard D. Haarman the Sole Member of Blue Sky Investment Properties, LLC, on behalf of the limited liability company and who is personally known to me or who has produced drivers license as identification.



Affix Notary Seal

Notary Public

Print Name: Cynthia Kelley

My Commission Expires: _____

Appraiser's Qualifications

925 Falling Waters Road
Chipley, Florida 32426

Phone (850) 544-2524
sdeal@dealconsulting.net

Shannon Ross Deal, MAI

General Appraisal Experience

▪ Performed appraisal services in the following counties:

- Alachua
- Bay
- Calhoun
- Clay
- Collier
- Columbia
- Duval
- Escambia
- Franklin
- Gadsden
- Gilchrist
- Holmes
- Jackson
- Jefferson
- Lake
- Liberty
- Leon
- Nassau
- Okaloosa
- Orange
- Polk
- Putnam
- Santa Rosa
- Seminole
- Wakulla
- Walton
- Washington

- Performed appraisals including, but not limited to, the following:
 - Hotel
 - Gas Stations
 - Car Washes
 - Proposed Subdivisions
 - Apartment Complexes
 - Mobile Homes
 - Single-Family Homes
 - Agricultural Land
 - Leased Fee Estates
 - Leasehold Estates
 - Permanent Easements
 - Temporary Easements
 - Commercial, Industrial, Residential, Gulf-Front, and Mixed-Use Vacant Land
 - Various Stand-Alone Retail Properties
 - Shopping Centers
 - Restaurants
 - Various Industrial/Warehouse Properties
 - Wetlands Valuation
 - Power and Gas Line Easement Valuation
 - Multi-Use Properties
 - Contaminated Properties
 - Special-Use Properties
- Provided the following appraisal-related services:
 - Performed Numerous Market/Damage Studies
 - Provided Litigation Support for Development of Regional Impact Properties
 - Provided Litigation Support for Special Taxing District Properties
 - Served as project manager on right of way projects.
 - Reviewed appraisal reports for condemning authorities on right of way projects.
 - Served as project manager for one of two national pilot programs enacted by AASHTO, which employed no review process for a right of way project.

- Qualified as an expert witness by the courts in the following counties:

- Bay
- Columbia
- Duval
- Holmes
- Jackson
- Leon
- Liberty
- Okaloosa
- Walton
- Washington

- Experienced in the proactive coordination and management of the condemnation team including land planners, engineers, surveyors, marketing experts, and accountants.

Education

General Education

- Chipola Jr. College (1989-1992) A.A. Degree
- Florida State University (1992-1994) B.S. Management

Licenses

- Florida – State-Certified General Real Estate Appraiser – RZ2529
- Florida – Real Estate Broker – BK662269

**Professional
Affiliations**

- MAI Designated Member of the Appraisal Institute


 CITY OF DESTIN
OFFER AND PURCHASE AGREEMENT

AGENCY: City of Destin
 PROJECT: Destin Connector
 COUNTY: Okaloosa
 PARCEL NO.: 609 Sandalwood

Seller: Zolio A. Fermin
Buyer: City of Destin

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Property Tax ID No. 00-2S-22-2167-0000-0260

(b) Estate being purchased: ☒ Fee Simple
 ☐ Permanent Easement
 ☐ Temporary Easement
 ☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: 0.07 Acre; 1,184 SF Attached SFR; 32 SF storage, 96 SF Patio, 112 SF balcony, concrete driveway and utility connections – Total Acquisition.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.
 is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE
(a) Real Property

Land/Improvements	1. \$	<u>360,000.00</u>
Real Estate Damages	2. \$	<u>0.00</u>
(Severance/Cost-to-Cure)		<u>0.00</u>
Incentive Offer	3. \$	<u>0.00</u>

Total Real Property	4. \$	<u>360,000.00</u>
----------------------------	--------------	-------------------

(b) Total Personal Property	5. \$	<u>0.00</u>
------------------------------------	--------------	-------------

Total Purchase Price (Add lines 4 and 5)	\$	<u>360,000.00</u>
---	-----------	-------------------

(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.	\$	<u>360,000.00</u>
---	----	-------------------

(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.	\$	<u>0.00</u>
---	----	-------------

Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (f) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.
- (g) Other:

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)

DocuSigned by:

4AED3AFC00A14DB...

Signature

Zolio A. Fermin

Type or Print Name under signature

3/2/2023

Date

Buyer

City of Destin

BY:

Signature

Date

DocuSigned by:

17D1B8F8...

Signature

Sun J. Fermin

Type or Print Name under signature

3/2/2023

Date

DocuSigned by:

D28346051-B44C...

Signature

Marsha Hayes

City of Destin Consultant Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, 2023.

BY:

Signature

Date

Type or Print Name and Title under signature

This document delivered by Marsha Hayes

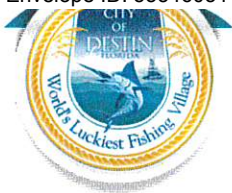
3/2/23

Date

This document received by Zolio A. Fermin

3/2/23

Date

**SIGNATURE ADDENDUM**

SELLER(S):

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

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Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

RESIDENTIAL APPRAISAL REVIEW SHORT FORM

Lending Institution	City of Destin		
Lender's Address	4200 Indian Bayou Trail , Destin, FL 32541		
Name of Borrower			
Property Address	609 Sandalwood Dr		
	Destin, FL 32541		
Loan Number			
Appraised Value	\$ 210,000	Date	8/5/2021
Lender's Appraiser	Stephen J. Cross	Phone	407-883-6288
Appraiser's Address	Parcel 4-O'Brian, 605 Sandalwood Dr.		
Review Appraiser	G. Daniel Green MAI,SRA	Phone	
Reviewer's Address	103 Baybridge, Gulf Breeze, Fl 32561		

REVIEW ANALYSIS

DESCRIPTION:	Acceptable	Unacceptable	N/A		Acceptable	Unacceptable	N/A
1. Legal Description (verify)	☒	☐	☐	5. Improvements	☒	☐	☐
2. Census Tract	☒	☐	☐	6. Subject Unit	☒	☐	☐
3. Neighborhood	☒	☐	☐	7. Comment Section	☒	☐	☐
4. Site	☒	☐	☐				
REMARKS:							

COST ANALYSIS SECTION:							
8. Physical Depreciation	☐	☐	☒	12. Adjustments &			
9. Functional Depreciation	☐	☐	☒	Calculations (verify)	☐	☐	☒
10. External Depreciation	☐	☐	☒	13. Comments	☐	☐	☒
11. Land to Improvement							
Ratio (verify)	☐	☐	☒				
REMARKS:							

MARKET DATA ANALYSIS SECTION:							
14. Documentation Numbers				21. Math Calculations			
(verify)	☒	☐	☐	(verify)	☒	☐	☐
15. Location Adjustments	☒	☐	☐	22. Comments Section	☒	☐	☐
16. Site and View Adjustments	☒	☐	☐	23. Net Adjustment Ratio			
17. Quality/Design and				1) -5 % 2) 0 % 3) 0 %	☒	☐	☐
Appeal Adjustments	☒	☐	☐	24. Gross Adjustment Ratio			
18. Condition Adjustments	☒	☐	☐	1) 5 % 2) 10 % 3) 0 %	☒	☐	☐
19. Room Count and Square				25. Comparable Data			
feet Adjustments	☒	☐	☐	Sections	☒	☐	☐
20. Amenities Adjustments	☒	☐	☐	26. Income Approach	☐	☐	☒
REMARKS:							
				27. Condo Project Addenda	☐	☐	☒

ADDENDA REQUIRED				CONDOMINIUM			
28. Plat Map	☒	☐	☐	37. No. of Units Not Completed	☐	☐	☒
29. Building Sketch	☒	☐	☐	38. Presale Requirements Not			
30. Comparable Map	☒	☐	☐	Met	☐	☐	☒
31. Photo Pages	☒	☐	☐	39. Sale(s) From Project Needed	☐	☐	☒
32. Statement Living				40. Sale(s) Out of Project Needed	☐	☐	☒
Conditions	☒	☐	☐	41. Addendum A	☐	☐	☒
33. Purchase Agreement	☐	☐	☒	42. Addendum B	☐	☐	☒
34. Original Signature	☒	☐	☐	UNITS			
35. 442 Certification of				43. Rental Survey	☐	☐	☒
Completion	☐	☐	☒	44. Operating Income Statement	☐	☐	☒
36. Copy of Permit for							
Addition/Conversion	☐	☐	☒				
REMARKS:							

REVIEWER'S SUMMARY

Appraisal report was:	Good ☒	Fair ☐	Poor ☐
Recommendation:			
☒ Accept as is	☐ Accept when revised - See items# _____		
☐ Have another appraisal prepared by someone else	☐ Other _____		
Comments:			
Field Review was made	☐ Yes	☒ No	
Sales price \$	Appraisers Value \$ 210,000	Reviewer's Recommendation \$	
Reviewer's Signature		Title	Date of Review 12/29/2021
Reviewer's Signature		Title	Date of Review
			See Attached ☐

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they considers their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

SCOPE OF REVIEW: The scope of this review is limited to the information being provided by the original appraiser, and is to form an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data; form an opinion as to the appropriateness of the appraisal methods and techniques used and develop the reasons for any disagreement; form an opinion as to whether the analyses, opinions, and conclusions in the report under review are appropriate and reasonable, and develop the reasons for any disagreement.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The reviewer certifies and agrees that, to the best of his/her 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. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- 4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- 8. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- 9. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- 10. Unless otherwise indicated, I have not made a personal inspection of the subject of the work under review.
- 11. Unless otherwise indicated, no one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

CONTINGENT AND LIMITING CONDITIONS: The certification of the Reviewer appearing in the review report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Reviewer in the review report.

- 1. The Reviewer assumes no responsibility for matters of a legal nature affecting the property which is the subject of this review or the title thereto, nor does the Reviewer render any opinion as to the title, which is assumed to be good and marketable.
- 2. The Reviewer will not give testimony or appear in court because he or she reviewed an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- 3. The Reviewer assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Reviewer assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. This review report must not be considered an environmental assessment of the subject property.
- 4. Information, estimates, and opinions furnished to the Reviewer, and contained in the review report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the Reviewer can be assumed by the Reviewer.
- 5. Disclosure of the contents of the report is governed by the Uniform Standards of Professional Appraisal Practice, the Bylaws and Regulations of the professional appraisal organizations with which the Reviewer is associated, and any applicable federal, state or local laws.
- 6. Neither all, nor any part of the content of the review report, or copy thereof (including the conclusions of the review, the identity of the Reviewer, professional designations, reference to any professional appraisal organizations, or the firm with which the Reviewer is associated), shall be used for any purpose by anyone but the client specified in the review report, its successors and assigns, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent and approval of the Reviewer.
- 7. No change of any item in the review report shall be made by anyone other than the Reviewer and the Reviewer shall have no responsibility for any such unauthorized change.

APPRAISER:

Signature: 
Name: G. Daniel Green MAI,SRA
Title: _____
State Certification #: Cert Gen RZ836
or State License #: _____
State: FL Expiration Date of Certification or License: 11/30/2022
Date Signed: 12/29/2021

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date Signed: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Kyle Bauman, City Attorney
Krystal Strickland, Finance Director

DATE: March 20, 2023

SUBJECT: Issuance of Certificate of Occupancy - Capt. Royal Melvin Heritage Park

I. BACKGROUND: The City is a subrecipient, through Okaloosa County, of RESTORE Act Grant funding furthering the development of the Captain Royal Melvin Heritage Park, located at 206 Harbor Boulevard, Destin, Florida 32541.

Staff is proposing a plan to open the park by Memorial Day, 2023, as outlined herein.

Most recently, the City provided the contractor with the latest site inspection reports from the project architect and engineer for the inspection carried out on February 27, 2023. The City then requested a response from the contractor with a plan of action to correct noted items, a time frame for corrections to commence, and a time frame for corrections to be completed. A response containing this information was not yet received as of the date of agenda publication, but will be provided to the City Council if received on or before March 20th.

The contractor was informed that the City Manager would be addressing the park status at the City Council meeting on March 20th. The contractor was informed that if an agreeable response was not timely received, the City would consider all options to have the park project completed in a timely manner including self-performing the final items in order for a certificate of occupancy to be issued.

II. DISCUSSION: Unless a satisfactory plan is timely received from the Contractor in advance of the March 20th meeting, Staff proposes to formally provide notice to Okaloosa County and the U.S. Treasury of the City's intent to perform the work set forth in the *Architects Punch List, dated March 3, 2023, by Architects LLC, AR0011375 ("Punch*

List Work"), attached for Council review, which work is needed in order to issue a final Certificate of Occupancy for the Project. The costs would be borne by the City and the City would not request additional money from the County or US Treasury. An unsigned draft of the letter has been provided to the County with the understanding that it is subject to change if a satisfactory response is received from the contractor in time for Monday's meeting. If not, Staff will request formal authorization from the City Council to execute the correspondence and forward it to the County and US Treasury, and then perform the work.

Cost estimates for the majority of the Punch List Work are attached for Council consideration.

At this time, the City estimates that the Project is at 95% completion and that these final steps will allow for final issuance of the Certificate of Occupancy and the opening of the Captain Royal Melvin Heritage Park in time for the 2023 Summer Season.

A. Link to Strategic Goals / Objectives: Major Project 4.7 Captain Royal Melvin Park

B. Effect on Budget (EOB): It is estimated that the work will cost up to \$50,000. Staff recommend an internal budget transfer from Buck Destin Restrooms to complete Captain Royal Melvin Park. An internal budget transfer is attached for review and approval.

	30558500
	GF CIP
565000-CRH63	
Capital Project-Capt Royal Melvin	\$ 3,000
FY23 Adopted Budget*	3,000
Internal Budget Transfer	50,000
Revised Budget	53,000
Previous Expenses/Encumbrances	(3,000)
Available Program Budget	50,000
This Agreement +(-)	(50,000)
FY23 Remaining Program Budget	\$ -

**FY23 Adopted Budget includes Budget for Prior Year Encumbrances*

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff and legal recommend proceeding as outlined above. The engineer, project manager, staff and legal will be available at the City Council meeting for questions.

IV. RECOMMENDED MOTION: I move to direct the City Manager to provide the County and US Treasury formal notice of the City's desire to complete the Punch List Work

at a cost to be borne by the City, to authorize the City Manager and legal to take the steps necessary in order to complete the Punch List Work in an amount up to \$50,000, to authorize an internal budget transfer of \$50,000 from the Buck Destin Restroom project to complete the Capital Royal Melvin Park, and obtain a CO for the park prior to Memorial Day 2023.

Attachments:

1. RMP-Punch-3-3-23
2. Ltr to Evans March 21 2023
3. Cost Estimate One
4. Concrete Coating Cost Estimate Two
5. Concrete removal and replace with pavers

PIAZZA DESIGN

ARCHITECTS, LLC

AR0011375

ARCHITECT'S PUNCH LIST

March 3, 2023

PROJECT: Capt. Royal Melvin Park
DESTIN, FLORIDA

PROJECT # 2312

CONTRACTOR: GLC Contracting, Inc.

EST. % OF COMPLETION: 90%

DATE: 2/27/23 TIME: 10:00am

PRESENT AT SITE:

Jenkins Engineering
Mike Buckingham
Piazza Design Architects

PUNCH LIST:

This list is to be added to Jenkin Engineering's final punch list.

SITE:

By Jenkins Engineering except for the Stairs and Ramp.

RAMP:

1. Install 2 additional angle supports on corner handrail post and 5/8" SS thru bolt at post each direction.



2. Provide PVC drainage caps on 4" drainage pipes on ramp walls.



3. Repair and refinish areas on walls where over spray, chips, and damage to the stucco finish has occurred, typical.

STAIRS :

1. Patch and repair the top concrete riser of the stairs. Finish to be smooth with no voids or ridges.

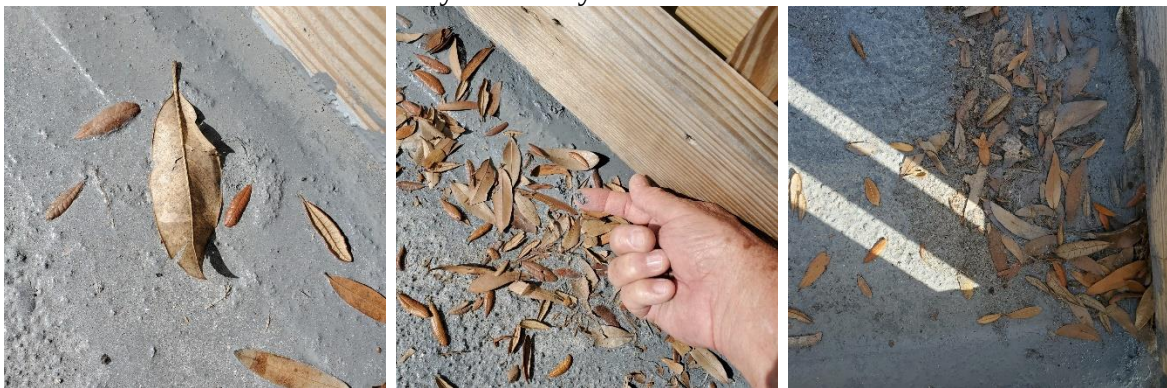


EXTERIOR OF BUILDING:

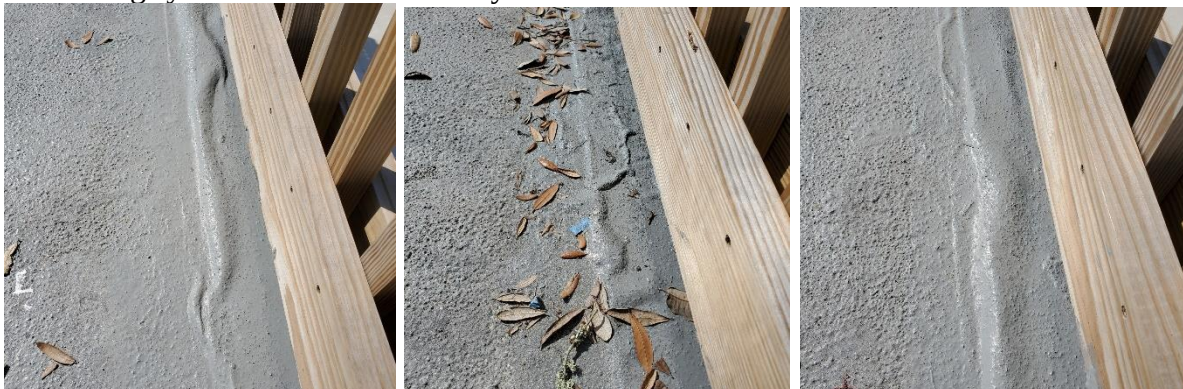
GENERAL: Remove all concrete splashes, hand prints, and repair damage surfaces on exterior stucco on building and ramp walls.



1. Traffic coating not installed correctly, after months of being installed the roof material has not hardened and is still tacky and sticky with leaves and debris stuck to the surface.



2. Repaired edge of the Traffic coating roof needs to be removed and reapply the traffic coating system as recommended by manufacturer.



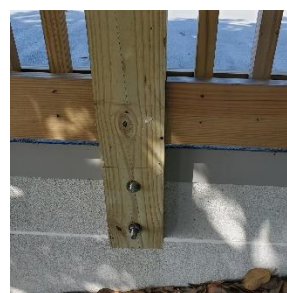
3. Rear wall of the building is not water tight, the waterproofing does not extend the entire wall to the Traffic coating roofing. The wall waterproofing to cover entire wall with the roofing material extending over the wall as required on the other three sides.



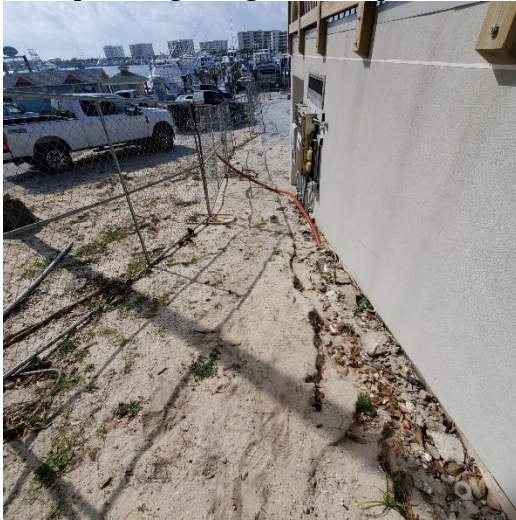
4. Contractor was notified numerous times about this condition at the job site. Remove the concrete sidewalk connecting to the roof and waterproof the building wall below.



5. Provide all Stainless bolts for handrail post as called for.



6. Repair bottom edge of stucco on the south wall and fixed damaged cover board for the waterproofing. Regrade and provide 2' wide gravel edge for erosion.



7. Replace damaged cover panels on drinking fountain and supply missing pieces.



8. Provide and install information panels on wall as shown on drawings.
9. Resource Room door with broken lock and was not able to review the painting, water damage, sink installation, or a complete review.



INTERIOR BUILDING:

General: Install Signage.

Provide fire extinguishers in accordance with NFPA-10.

Install all door hardware and locks once the doors have been installed on the project.

1. Provide insulation around plumbing on lavatories as called for on plans



2. Adjust and level all toilet partitions and reinstall door levels to line up properly.



3. Rework CMU patches in wall and repaint to match.



4. Finish sealing wall to ceiling and paint .



5. Provide trim and caulking around cut openings in the CMU walls for mechanical ductwork and piping.



6. See mechanical report for additional items to be corrected.
7. Secure all ventilation ductwork and equipment , some equipment is loose and hangers not connected.

Supply the Owner with complete operation manuals, instructions, certificates, and warranties of all equipment and fixtures supplied for this project.

14346 Sandarac Drive, Bokeelia, Florida 33922 850-496-5735 steve@piazzaesignarch.com

I will not recommend the building to be substantial complete until the waterproof and roofing issue is complete.

I will also recommend to the Owner to put the Bonding Company on notice that the Contractor has seriously fallen behind schedule and shows no sign of trying to recover and has not given any date to complete the project.

Work to be completed within 30 days, re-inspection will assign values to work not completed and deducted for contract amount.



Stephen W. Piazza, NCARB
Architect

Piazza Design Architects, LLC



Digitally signed
by Stephen W
Piazza
Date: 2023.03.04
17:36:21 -05'00'



The City of Destin

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

March 21, 2023
Via Email

Jane Evans
Grants and RESTORE Manager of Okaloosa County
Office of Management and Budget
1250 North Eglin Parkway, Suite 1250
Shalimar, FL 32579
jevans@myokaloosa.com

RE: RESTORE Act Grant Funding – Captain Royal Melvin Heritage Park – Notice of Final Steps to be Taken for Issuance of Final Certificate of Occupancy.

Dear Jane,

We represent the City of Destin, Florida (the “City”). The City is a subrecipient, through Okaloosa County, of RESTORE Act Grant funding furthering the development of the Captain Royal Melvin Heritage Park, located at 206 Harbor Boulevard, Destin, Florida 32541 (the “Project”).

The purpose of this correspondence is to formally provide notice to Okaloosa County and the U.S. Treasury of the City’s intent to perform the work set forth on ***Attachment “A” (Architects Punch List, dated March 3, 2023, by Architects LLC, AR0011375)***, which work is needed in order to issue a final Certificate of Occupancy for the Project, at a cost to be borne by the City. At this time, the City estimates that the Project is at 95% completion and that these final steps will allow for final issuance of the Certificate of Occupancy and the opening of the Captain Royal Melvin Heritage Park in time for the 2023 Summer Season.

At your earliest convenience please relay this correspondence to your contacts at the Treasury. If we can provide any further assistance on this matter please do not hesitate to contact us.

Sincerely,

Lance Johnson
City Manager

Enclosures: Attachment A

Cc: Kimberly Kopp, City Land Use Attorney
Kyle Bauman, City Attorney
Jeffrey Cozadd, City Grants Manager
Lynn Hoshihara, County Attorney
Jeff Gileo, US Treasury



CONTRACT

Prepared for:

City of Destin Attn: Mike Buckingham
206 Harbor Blvd
Destin, FL 32541
mikebuck211@aol.com
(850) 837-7770

March 15, 2023**No. 23220**

Ninja - Destin | Andrew Carter
4012 Commons Dr. W Suite 102, Destin, FL 32541
P: (833) 466-4652 | andrewcarter@tsrconcretecoatings.com
www.ninjacoatings.com

Commercial - 1200 sqft - TBD

CONCRETE COATING PURCHASE AGREEMENT

Diamond Profile for Permanent Adhesion	✓ Included
Diamond Profile Cracks and Imperfections to Prepare for Mender Application	✓ Included
Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth	✓ Included
Apply Polyurea Basecoat Evenly to Surface	✓ Included
Broadcast Generous Amounts of Acrylic Chip	✓ Included
Remove Excess Media Broadcast by Scraping	✓ Included
Apply Polyaspartic Top Coat	✓ Included

Warranty Does Not Cover the Following:

Cracking-Crumbling-Iron Oxide Penetration-Hydro Static Water Pressure-Corrosive Liquids or Solids
Not Warranted

WE DO NOT CHANGE THE PITCH OF THE CONCRETE OR LEVEL IT IN ANY CIRCUMSTANCE

Understands

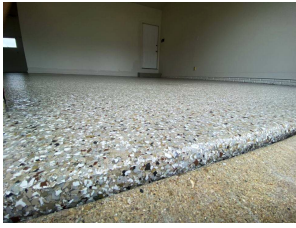
****Disclaimer****

Any and all hard surface flooring should be considered slippery when wet. Always use caution and common sense

Additions, Notes, Special Instructions:

It is the responsibility of the homeowner or property manager to remove all personal items from the project area. We are grinding concrete with metal diamond blades which can in some instances create dust depending on the softness of concrete. If you want an area taped off with plastic do so prior to our install.

Evolution Flake



Evolution Flake

Quantity

1

Measurement

1200 (Sq Ft.)

Notes

Color	Concrete Condition	Area
TBD	Fair	Commercial
Warranty	Texture	Concrete Stitches
5-Year Commercial Warranty	4 oz per gallon exterior Tek Grip	Declines Concrete Stitches
Ballistix	Projected Start Date	Projected End Date
Declines Ballistix Resistance	Asap (march)	Asap (march)

Coating Removal



Quantity

1

Measurement

1200 (Sq. Ft.)

Coating Removal

Mender



Quantity

300

Concrete Repair

Price: ~~\$12,701.00~~ \$10,700.00

Discounts

Variable Incentive



Discount

\$2001

Pricing	
Subtotal:	\$12,701.00
Discount:	\$2,001.00
Grand Total:	\$10,700.00
Deposit Amount:	\$4,280.00
Balance Due:	\$6,420.00
All promos and discounts have been applied Payment due in full at completion of project Projects cancelled/rescheduled without 14 day notice will be charged \$500 and will not be rescheduled until paid	

Please initial next to the following statements to indicate that you have read, understand, and agree to them:

ReVamp Branded Companies do not level, pitch or grade concrete surfaces. _____

ReVamp Branded Companies do not prevent lime/calcium/mineral deposit or rust from (re)surfacing. _____

ReVamp Branded Companies have a walkaway/mobilization fee of \$350.00. This fee will be charged in the event a crew cannot perform the scope of work. _____

ReVamp Branded Companies do not repair or mend any vertical surface or stem walls _____

ReVamp Branded Companies do not coat, repair, or mend any control/expansion joints as they are considered industry standard structural members of the substrate. _____

I agree that the payment method used for my deposit payment may be securely kept on file to process the final payment for the remaining balance due immediately upon job completion. I understand that it is recommended that I, or someone else that I designate, be present at the job site upon completion to inspect and ensure everything is completed to my satisfaction. If nobody is present upon job completion, payment will still be processed for the remaining balance. _____

X
City of Destin Attn: Mike Buckingham

X
Company Authorized Signature

WARRANTY

Your Warranty for this Project: Residential Limited Lifetime Warranty

The Revamp Concrete Coating system is warranted against chipping, peeling, delamination, and UV stability. Non-concrete surfaces (such as wood joints, steps, etc.) are not covered by the warranty. Substrate failure, including cracks, sinking concrete, or future substrate failure are not covered by the warranty. Damage to the coating including corrosion, iron oxide penetration (rust) or solid/liquid corrosive chemicals (gas/brake klean/ammonia) are not covered by the warranty

COLORS

CUSTOMER is responsible for all Color Selections and will be specified as to color and location as noted below per included area. Customer is made aware the coating system, unless specifically noted otherwise, will have a GLOSS FINISH. Color changes after confirmation could cause project delays and are subject to additional charges.

TEXTURE

Any surface can be slippery, especially when wet with any fluid Revamp branded companies provide a non-porous finish that could result in temporary standing water/fluid and can become slippery when wet. Further, any surface can sweat or condensate when the slab temperature is cooler than the warm air around it. Our coating system provides a layer of insulation, which may help with sweating, but will NOT eliminate it. It is advised that slip resistant additives be applied to any coating system where this is a concern. Each area to be coated is noted with the texture choice of the customer based on sample options provided prior to entering this agreement. Floor texture options are as follows:

NONE: no additional texture

Tek Grip 4oz: generally used for sidewalks and exterior projects

Tek Grip 8oz: generally used for pool decks

In no event shall Revamp branded companies be responsible for injury incurred by a slip or fall situation. It is the purchaser's sole responsibility to provide for their own safety and the safety of their guests. While slip resistant additives can assist with slip/fall prevention, there is no guarantee that someone will not slip while walking on coated areas. Revamp branded companies assume no responsibility for slip-fall accidents. Future updates to this floor project to alter texture and/or slip resistance are subject to an additional cost to the customer.

SUBSTRATE FAILURE / CRACK REPAIR

Revamp branded companies uses a proprietary concrete mender system to fill/repair existing cracks. However, future settling, stress, expansion, and contraction can cause cracks to return. Customer acknowledges that substrate failure (including cracks) is NOT COVERED BY THE WARRANTY.

MOISTURE STOP DISCLAIMER

Some projects require the use of special chemical preparation related to moisture detected at the time of initial inspection by your Revamp branded companies representative. Your representative has tested and made a reasonable determination on the necessity such chemical preparation and your contract reflects this determination. In some instances, unforeseen moisture may be detected at the time of installation that may cause delays or the need for chemical preparation. In the event of unforeseen moisture or a determination that specialty preparation is needed, customer will be notified of any additional cost. Disclaimer: the use of additional chemical preparation may cause delays of installation beyond the control of Revamp branded companies. Even when chemical preparation is included, Revamp branded companies does not warrant against standing water, sweating/condensation, or water intrusion.

START DATES

Revamp branded companies does not expressly state or imply job start or duration dates.

OBSTRUCTION REMOVAL

It is the responsibility of the CUSTOMER to remove any obstructions from the working area prior to the scheduled date of installation. Revamp branded companies is NOT responsible for removal of obstructions. Failure to remove all obstructions from working areas may cause delays and is subject to additional charges.

DUST PROTECTION

Revamp branded companies uses industrial grade equipment and vacuum systems that collect most dust created during the installation process. However, some dust will escape and could be deposited in the working and adjacent area. It is the responsibility of the CUSTOMER remove and/or protect any items (i.e. wall decorations, electronics, cabinets, shelving, etc.) prior to the installation of your coating system. STANDING WATER / CONDENSATION / WATER INTRUSION / RUST STAINS Standing water, sweating, condensation, leaks, water intrusion, and/or rust staining of any kind is NOT COVERED BY ANY Revamp branding companies.

SURFACE IMPERFECTIONS

Revamp branded companies will utilize its best efforts to prepare the surface for application. Revamp branded companies does not level or grade surfaces. Application of coating may not alter or eliminate existing surface imperfections, including, but not limited to, high/ low spots that may result in standing water. There is no expressed or implied guarantee that surface imperfections will be completely hidden by the coating process.

VERTICAL COATING

Vertical surface coating is for decorative purposes only. Revamp branded companies does not sand, grind, fill or make repairs to vertical surfaces. Pre-existing imperfections may be visible. The coating system applied to vertical surfaces may appear different than horizontal surfaces. Vertical coating can be rough and/or sharp to the touch. Please use caution when touching coated vertical surfaces.

RETURN TO USE

Many variables can affect the drying and full cure times for your Revamp branded companies system. Return to use timeframes are as follows unless explicitly noted otherwise:

12 hours after completion: light foot traffic may resume.

24 hours after completion: lightweight items may be returned to the space. (i.e. - boxes or items that can be set into place)

48 hours after completion: return to full use. (i.e. - vehicle traffic, heavy items such as tool boxes, appliances, etc.)

Revamp branded companies is NOT responsible for damages caused by premature use of the coated surface outside of these guidelines.

Customer agrees to WARRANTY, COLOR, TEXTURE, SUBSTRATE FAILURE/CRACK REPAIR, MOISTURE STOP DISCLAIMER, START DATES, OBSTRUCTION REMOVAL, DUST PROTECTION, STANDING WATER / CONDENSATION / WATER INTRUSION / RUST STAINS, SURFACE IMPERFECTIONS, VERTICAL COATING, and RETURN TO USE notes as stated above.

TERMS & CONDITIONS

Revamp branded companies is licensed and insured. Executed in Duplicate, one copy of which was delivered to, and Customer hereby acknowledges receipt. This is not an "Estimate" or "Application for Credit".

There are no promises, agreements, nor understandings not expressed in this proposal, and this writing constitutes the entire agreement. This is a legal binding contract.

Delay/Unknown Conditions:

Events beyond the control of Contractor (Revamp branded companies) such as Acts of God, labor strikes, inclement weather, Buyers inability to qualify for or obtain financing, or other events resulting in delays in performance of this Agreement do not constitute abandonment and are not included in calculating time frames for performance by contractor. In the event the Contractor determines that the parties cannot perform this Agreement as intended, for example, unforeseen structural defects, unforeseen circumstances that may be detrimental to the coating process (including, but not limited to, moisture readings, concrete deterioration, substrate failure), pre-existing conditions to the Buyer's property, or incorrect pricing, the Contractor may cancel this Agreement. The Buyer will be notified of such cancellation in writing and return all monies paid by the Buyer. The Contractor (Revamp branded companies) and the Buyer(s) have determined that a definite start or completion date is not of the essence in this Agreement. Revamp branded companies does not state or imply job start or duration dates.

Cancellation:

The Customer understands that they may cancel this contract without obligation with 3 business days following its execution.

AFTER THREE BUSINESS DAYS, THE DOWN PAYMENT IS NONREFUNDABLE.

Revamp branded companies is licensed and insured. Executed in Duplicate, one copy of which was delivered to, and Customer hereby acknowledges receipt. This is not an "Estimate" or "Application for Credit". The customer understands that Revamp branded companies may incur substantial costs for administrative costs, material costs, re-measuring, labor, manufacturing and/or installation of products ordered. This contract is binding upon the Customer and Revamp branded companies before installation of the product ordered. If Customer does not make goods available to contractor (Revamp branded companies) and contractor (Revamp branded companies) does not pick them up within 20 days of the date the Customer notice of cancellation, Customer may retain or dispose of the goods without further obligation. If Customer fails to make goods available to contractor (Revamp branded companies), or if Customer agrees to return the goods to contractor (Revamp branded companies) and fails to do so, then Customer remains liable for performance of Customer's obligations under the contract. To cancel this transaction, mail or deliver a signed and dated cancellation notice (or any other written notice), to: Revamp branded companies 205 Evergreen Drive Lena, IL 61048.

Liens / Security Interest:

The Customer is notified pursuant to state law that Revamp branded companies has the right to file a mechanic's lien on the above-mentioned residence if Revamp branded companies is not paid in full. The amount of the mechanic's lien under state law includes the unpaid balance of the contract plus statutory interest and attorney's fees.

Late Payment Fees / Legal Actions:

Upon completion of the work to be performed under this Agreement, interest on any unpaid balance shall accrue at a simple rate of 2% per month. In addition, in the event that Revamp branded companies files a legal action to collect amounts owed in connection with this Agreement and is successful in such an action, the customer shall pay Revamp branded companies, in addition to the judgment the customer may be called upon to pay, the amount of the attorney's fees, as well as court costs of collection incurred by Revamp branded companies in connection with the action. Interest on such judgment and associated fees and costs shall accrue at a simple rate of 2% per month from the date of such judgment.

Arbitration of Disputes:

Contractor (Revamp branded companies) and Buyer(s) agree that any and all disputes, claims or controversies (hereafter referred to as a "Claim") arising under or relating to this Agreement and any related documents, loans, security instruments accounts or notes, including by way of example and not as a limitation: (I) the relationships resulting from this Agreement and the transactions arising as a result thereof: (II) the terms of this Agreement; or (III) the validity of this Agreement or the validity or enforceability of this arbitration agreement, shall be subject to binding arbitration to be determined by one arbitrator, in accordance with and pursuant to the then prevailing rules and procedures of the Commercial Rules of the American Arbitration Association, to be held and arbitrated in the judicial district in which the contractor's corporate office resides. As of the writing of this Agreement, Contractor currently resides at 205 Evergreen Drive Lena, IL 61048. The Buyer(s) agree that they will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement, and may include an award of costs and legal fees. Such fees and costs will be awarded on any judgment in favor of the Contractor. This Agreement to Arbitrate, and any award, finding or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. The party asserting the Claim with the other party to this Agreement and with the American Arbitration Association will file notice of the demand for arbitration. The demand shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any Arbitration brought under this Agreement, and any award, finding or verdict of or from such proceedings shall remain confidential between the parties and shall not be made public. Both Buyer(s) and Contractor are hereby agreeing to choose arbitration, rather than litigation or some other means of dispute resolution, to address their grievances or alleged grievances. The parties believe this will allow a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties agree to relinquish their right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration, other than as set forth immediately below. Notwithstanding anything herein to the contrary, Contractor retains the option to use judicial or non-judicial relief to enforce the monetary obligation represented by this Agreement. Such judicial relief would take the form of a lawsuit. The institution and maintenance of such an action for judicial relief in a court to foreclose upon any collateral or to enforce or collect upon a monetary debt or judgment shall not constitute a waiver of the right of any party to compel arbitration of any Claim subject to arbitration in this Agreement, including the filing of a counterclaim by Buyer(s) in a suit brought by Contractor pursuant to this arbitration provision.

Revamp branded companies will provide to the Customer all mwritten product warranties on materials after installation.

Revamp branded companies and Customer agree that all implied warranties including, without limitations, warranties of habitability, fitness for a particular purpose and merchantability are hereby excluded and there are no warranties of representations which extend beyond those expressly set forth in this agreement.

Revamp branded companies warrants workmanship (Labor) for twelve (12) months after the date of completion and will remedy substantial defects without charge to the Customer, upon written notice from Customer with such period. Beyond the first year, a mobilization charges deductible equal to no greater than ten percent of the contract price may be charged per occurrence.

Repairs to damaged coating will be at the Customer's expense if such damage is caused by structural defects, settling, severe structural cracks, acts of providence, customer negligence, intentional/ unintentional actions, accidental damage, damage caused by animals wild or domesticated and also within incidents on which an insured individuals or uninsured individuals were at fault. Next Level Concrete Coating shall not be liable for, in any respect, any damage to the building or its contents, or any consequential damage resulting therefrom. Alterations to coated surfaces, natural disasters, acts of God... ie. Hurricanes, tropical storms, named/ unnamed storms, coastal flooding, etc...

Revamp branded companies does not warranty damaged cause by individuals who are not listed on the home owners policy or contractors whom are insured/ lack of proper drainage (standing water), preexisting conditions such as damaged concrete, rust, class action lawsuits, manufacturer's warranty failure, substrate failure, leaks are not covered under the manufacturer's warranty and will cause the warranty to be void.

Prepared for:

Mike Buckingham
206 Harbor Blvd
Destin, FL 32541
(850) 259-6533

March 12, 2023

No. 8136

Deese Elite Concrete Coatings
6060 Blountstown Hwy, Tallahassee, FL 32310
P: (850) 329-5599 | info@deeseelitecc.com
deeseelitecc.com

Observation deck 1206 slate stone

Commercial - Chip System/Penntek Ind. Coatings



Commercial - Chip System/Penntek Ind. Coatings

Quantity

1

Measurement

1206 (Sq. Ft.)

Notes

City of Destin. New park observation deck , overlooking harbor walk.

Color

Slate Stone

Hardness Test Result

NA

Moisture Test Result

NA

Grip

Aggressive

01 Grip Additive

Quantity

1

04 Removal

Quantity

1

Measurement

1206 (Sq. Ft.)

Selected Option

Standard (Paint/Epoxy)

Price: ~~\$12,361.50~~ \$11,611.50

Discounts

Discounts

Authorized Discount



Discount

\$750

Pricing

Subtotal: \$12,361.50

Discount: \$750.00

Grand Total: \$11,611.50

Deposit Amount: \$5,805.75

Balance Due: \$5,805.75

*50% due at signing of contract. Net due upon completion of project.

*Crack and pitting repair pricing is based on cracks/pits visible at the time of initial appointment. Any cracks or pitting discovered after removal of existing coatings or moving of furniture/rugs/etc., may be subject to additional repair fees. Additional fees will be discussed with customer prior to starting work.

X
Mike Buckingham

X
Company Authorized Signature

Deese Elite Concrete Coatings LLC
a Florida limited liability company
6060 Blountstown Highway
Tallahassee, FL 32310
(850) 329-5599
(the "Company")

TERMS & CONDITIONS

These terms and conditions are a part of the foregoing Proposal.

1. Conditions Before Work Begins. Any request to reschedule the job must be made by Customer not less than 48 hours before the scheduled time for application of the concrete coatings. Before Company arrives to apply the coatings, all walls, floors, or other surfaces scheduled for application must be completely cleared. Failure to completely clear the floor before application or a late rescheduling request will result in an additional \$200.00 charge and, if necessary, rescheduling of the job. Customer must be on site before work begins and when work is completed for final approval and payment. Payment of the full balance owed under this Agreement is due at the time the coating is applied. Customer must provide access to household electrical outlets. Company reserves the right to cancel or reject any proposed job at any time before Company's work begins.
2. General Terms and Conditions. Company-finished surface is not guaranteed to be smooth or flawless. The coating follows the contours of the concrete to which it is applied. We only have the quality of Customer's concrete to work with. The finished surface thickness and appearance will be determined by Company's installers. Naturally, there will be smoother and rougher spots. The finished product will vary depending on the surface. Thickness of coating will vary depending on the surface and conditions. Company's installers will determine the final finish. Any touch-ups or service work may not blend in completely. Repairs to damaged coating will be at Customer's expense if the damage is caused by structural defects, acts of providence, Customer negligence, concrete cracking, efflorescence, chemical spills, trauma, or dragging of objects across the floor. Except with respect to a Customer's timely cancellation of an order, no returns or refunds are accepted for custom orders. After the cancellation period, the deposit is non-refundable. Company may reschedule the job without penalty if due to product or personnel unavailability or circumstances beyond Company's control.
3. Manufacturer's Limited Warranty. Company is a Certified Penntek Industrial Coatings installer. The materials Company will apply are manufactured by Penntek Industrial Coatings and are covered by the applicable manufacturer's written limited warranty (either the PENNTEK Industrial Coatings Residential Polyurea Broadcast Coating Systems Warranty or the PENNTEK Industrial Coatings Commercial Polyurea Broadcast Coating Systems Warranty). The applicable manufacturer's written limited warranty is the SOLE warranty given in connection with the goods and services to be furnished under this Agreement. The applicable manufacturer's written limited warranty is incorporated herein by reference. Company has provided (or upon written request from Customer will provide) Customer a copy of the applicable manufacturer's written limited warranty. NO OTHER EXPRESS WARRANTY AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, OTHER THAN THOSE MADE EXPRESSLY BY THE MANUFACTURER, SHALL APPLY TO THE GOODS OR SERVICES TO BE FURNISHED UNDER THIS AGREEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO

SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MIGHT NOT APPLY TO YOU. Without limiting the foregoing, Company does not warrant that the coating system will create a slip-resistant surface. The surface may become slippery under certain conditions, including, but not limited to, exposure to wet, oily, or greasy conditions. In no event shall Company be responsible for injury incurred in a slip and fall occurrence. It is Customer's responsibility to provide for their own safety and the safety of their guests and invitees. Company makes no representation or warranty that cracks in floors or walls will not return or reopen after application.

4. No Consequential or Indirect Damages; Maximum Liability. IN NO EVENT SHALL COMPANY OR ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, OR THE SALE OR INSTALLATION OF GOODS HEREUNDER, OR DAMAGE TO THE BUILDING, STRUCTURE, OR SUBSTRATE, OR DAMAGE TO OR LOSS OF PROPERTY LEFT IN THE WORK AREA, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PRICE CUSTOMER IS TO PAY AS STATED IN THIS AGREEMENT. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 4 SHALL APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. Customer acknowledges and agrees that the parties have entered into the Agreement in reliance upon the limitations of liability set forth in this Section 4, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

5. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, adverse weather conditions, epidemic, pandemic, quarantine, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) any other similar events or circumstances beyond the reasonable control of the Impacted Party.

6. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be handled by a single arbitrator who is a member

of the Florida Bar and shall occur in Leon County, Florida. Except as otherwise provided in this Section 6, questions of arbitrability shall be decided by the arbitrator. The parties shall be entitled to conduct discovery in accordance with the Florida Rules of Civil Procedure, subject to limitation by the arbitrator in order to secure just and efficient resolution of the dispute. If the amount in controversy exceeds \$5,000, the arbitrator's decision must include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. The parties agree to an arbitration on an individual basis. In any dispute, NEITHER CUSTOMER NOR COMPANY WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced. A party substantially prevailing in the arbitration on the question of Customer's obligation to make payment under this Agreement will also be entitled to an award of its costs and attorneys' fees in connection with the arbitration of that question, as may be determined by the arbitrator. On all other questions presented for arbitration, each party shall bear such party's own attorneys' fees and costs. Notwithstanding the other terms of this Section, either party may seek injunctive relief in the Circuit or County Court for Leon County, Florida, and only in such court.

7. Miscellaneous. The recitals stated at the beginning of this document, the provisions of the foregoing Proposal to which these Terms and Conditions are attached or with which they are electronically combined, and the provisions of any documents designated as attachments hereto, are incorporated into and made a part of these Terms and Conditions and all said documents and provisions together form one agreement (this "Agreement"). This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior letters, agreements, and memoranda of understanding. This Agreement may not be amended, and no obligation hereunder shall be deemed waived, except by a writing signed by the party against whom enforcement of the modification is sought. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Time is of the essence of this Agreement. If any provision in this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations, or liability under or by reason of this Agreement. The various headings and titles used herein are for convenience only and shall not affect the interpretation of any of the provision hereof. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular number shall include the plural, and vice versa. The parties hereby acknowledge that this document is a product of intense negotiation between the parties and agree that any interpretation hereof shall not be construed against the drafter hereof. This Agreement may be executed in counterparts, all of which when taken together shall be deemed a fully executed original. A legible facsimile or electronic (including "pdf") copy of this Agreement, and any signatures thereon, shall be considered for all purposes as an original. Each party hereby agrees to execute all such further instruments and documents and to take all such further action as the other party may reasonably request in order to give effect to the provisions and purposes of this Agreement. This Agreement shall be governed by the laws of the State of

Florida, without reference to conflict of laws principles. Any assignment of this Agreement by Customer shall be void in the absence of express written consent to the assignment by Company. Subject to the provisions of this Agreement relating to arbitration, each party consents to personal jurisdiction and venue, for any action involving any controversy or claim arising out of or relating to this Agreement, in the Circuit or County Court in and for Leon County, Florida, and agrees that any such action shall be brought and maintained exclusively in such Court. EACH PARTY WAIVES THE RIGHT TO JURY TRIAL with respect to any controversy or claim arising out of or relating to this Agreement. If any legal action shall be instituted to enforce Customer's obligation to make payment under this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, including those incurred on appeal. If any legal action shall be instituted to interpret or enforce any other terms or conditions of this Agreement, each party shall bear such party's own attorneys' fees and costs.

8. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the Electronic Signature Act of 1996 (§ 668.001 et seq., Fla. Stat.) and the Uniform Electronic Transactions Act (§ 668.50, Fla. Stat.) as amended from time to time.

9. Customer's Right to Cancel this Agreement. Regardless of whether this Agreement concerns commercial or residential property, or whether this transaction technically is subject to (i) the FTC's "Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain Other Locations," or (ii) §§ 501.021-501.055, Florida Statutes (relating to "home solicitation sales"), or (iii) § 10-1-2(4), Georgia Code ("home solicitation sale"), or (iv) § 5-19-12, Alabama Code ("buyer's right to cancel home solicitation sale"), Customer has the right to cancel this Agreement by providing written notice as provided in either of the following notices or in the form of "Notice of Cancellation" that appears at the end of these Terms and Conditions:

BUYER'S RIGHT TO CANCEL. This is a home solicitation sale, and if you do not want the goods or services, you may cancel this Agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this Agreement. If you cancel this Agreement, the seller may not keep all or part of any cash down payment. § 501.031, Fla. Stat.

NOTICE OF RIGHT TO CANCEL. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. 16 C.F.R. § 429.1.

I, the Customer/Buyer, hereby acknowledge that I have been informed orally, at the time I have signed this Agreement or purchased the goods or services, of my right to cancel. I further acknowledge that I invited the Company to send its representative to my home or premises in connection with this transaction. I agree to all the foregoing Terms and Conditions, and to the foregoing Proposal.

Customer/Buyer

A sample form of Notice of Cancellation follows.

Notice of Cancellation
16 C.F.R. § 429.1

Date of Transaction: _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Deese Elite Concrete Coatings LLC, 6060 Blountstown Highway, Tallahassee, FL 32310, NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY AFTER _____.

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Customer/Buyer's signature: _____

**DESIGN SOLUTION
ENTERPRISES INC.**

3899 Commodore Dr W Ste A
Destin, FL 32541
(850) 837-6095
deltainterlock@live.com



Estimate

ADDRESS
Destin City Hall

ESTIMATE: 2888
DATE: 03/11/2023

DESCRIPTION	AMOUNT
JOB SITE: Melvin Heritage Park	
1) Remove 3" of concrete by the pavers and by the ramp.	7,500.00
2) Install 700 sf of white shell stone pavers.	12,600.00
We offer a 1 (one) year warranty on all projects. Warranty covers installation and manufacturing defects. It does not cover damage due to natural disasters or damage done by others.	
Please feel free to contact me if you need any further information. 850-835-0735 - LUCIANO RIBEIRO	
TOTAL	\$20,100.00

Accepted By:

Accepted Date:

Thank you for your business.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager
Kyle Bauman, City Attorney

DATE: 3/15/23

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

I. BACKGROUND: This is a housekeeping item required of our Restore Act grant with Okaloosa County and the US Treasury. 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 removed the Kayak lift from the project and Amendment Three extended the grant to November 30, 2022.

II. DISCUSSION: Amendment Four extends the Subaward Agreement to June 15, 2023.

A. Link to Strategic Goals / Objectives: Major Project 4.9 - Construct Capt. Royal Melvin Heritage Park.

B. Effect on Budget (EOB): None

C. Level of Service (LOS): Level of service will be increased by finishing the project and opening the park.

D. Legislative Sponsor:

III. CONCLUSION: The subaward agreement will need extended due to the fact that the park is not open, and the subaward agreement requirements have not been satisfied yet.

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

Attachments:

1. 2020-R14DestinCRMHPPAmd4
6.15.23 to Destin

2. budget transfer capt royal melv2

**AMENDMENT FOUR 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 FOUR (hereinafter "Amendment") is based on the United States Department of the Treasury (hereinafter "TREASURY") Award Amendment RDCGR180102-01-03 with Okaloosa County, issued on February 9, 2023 and fully executed on February 27, 2023, 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 June 15, 2023, 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

Jane Evans
Grants & RESTORE Manager
Okaloosa County
1250 North Eglin Parkway, Ste 102
Shalimar, FL 32579
850-651-7521
jevans@myokaloosa.com

SUBRECIPIENT

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
1801 L St. N.W.
Washington D.C. 20006
202-961-7780

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:

CITY OF DESTIN, FLORIDA

[Signature of SUBRECIPIENT ATTESTOR]

[Signature of AUTHORIZED REP SUBRECIPIENT]

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

BOBBY WAGNER, MAYOR
[Printed name & position of AUTHORIZED REP]

DATE

EXHIBIT A

See attached Federal Grant Amendment

CAPTAIN ROYAL MELVIN HERITAGE PARK AND PLAZA PROJECT

**RDCGR180102-01-03
(50 PAGES)**

1. DATE ISSUED MM/DD/YYYY 2/9/2023		1a. SUPERSEDES AWARD NOTICE dated 6/29/2022 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		U.S. DEPARTMENT OF THE TREASURY Office of Recovery Programs 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	
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. RDCGR180102-01-03 Formerly		5. TYPE OF AWARD Other			
4a. FAIN. RDCGR180102		5a. ACTION TYPE Post Award Amendment			
6. PROJECT PERIOD MM/DD/YYYY From 12/1/2019		MM/DD/YYYY through 6/30/2023			
7. BUDGET PERIOD MM/DD/YYYY From 12/1/2019		MM/DD/YYYY through 6/30/2023			

8. TITLE OF PROJECT (OR PROGRAM) Captain Royal Melvin Heritage Park and Plaza			
9a. GRANTEE NAME AND ADDRESS Okaloosa County 1250 N. Eglin Pkwy, Ste 102, Shalimar, Florida 32579		9b. GRANTEE PROJECT DIRECTOR Jane Evans 1250 N. Eglin Pkwy, Ste 102, Shalimar, Florida 32579 850-651-7521	
10a. GRANTEE AUTHORIZING OFFICIAL John Hofstad 1250 N. Eglin Pkwy, Ste 102, Shalimar, Florida 32579 8506517515 Mon Feb 27 00:00:00 GMT 2023		10b. FEDERAL PROJECT OFFICER Jeff Gilleo 1801 L St. N.W. Washington, DC 20006 202-961-7780	

ALL AMOUNTS ARE SHOWN IN USD			
11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I. Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$1,216,530.00	
II. Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$0.00	
a. Salaries and Wages \$0.00		c. Less Cumulative Prior Award(s) This Budget Period \$1,216,530.00	
b. Fringe Benefits \$0.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$0.00	
c. TOTAL PERSONNEL \$0.00		13. Total Federal Funds Awarded to Date for Project Period \$1,216,530.00	
COSTS		14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
d. Equipment \$0.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
e. Supplies \$0.00		a. 2 b. 3 c. 4 d.5 e.6 f.7	
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		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
m. Federal Share \$1,216,530.00		a. DECUCTION	
n. Non-Federal Share \$33,470.00		b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add/Deduct Option)	
		e. OTHER(See REMARKS)	

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 INFORPORATED 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)
See next page

AUTHORIZING OFFICIAL:
Maureen Klovers, Program Director, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
Mon Feb 27 00:00:00 GMT 2023

Mon Feb 27 00:00:00 GMT 2023

17.OBJ CLASS 410006	18a. VENDOR CODE 1236776	18b. EIN 59-6000765	19a. UEI Q8K3J6TNHKU6 19b. DUNS 613277649	20. CONG. DIST. FL-001
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.

NOTICE OF AWARD (Continuation Sheet)

DATE ISSUED: 2/9/2023
GRANT NO. RDCGR180102-01-03

REMARKS:

This award is approved by Maureen Klovers, Program Director, Office of Gulf Coast Restoration. Accepting this award in the RESTORE Grants Management System constitutes acceptance of this award and the Standard Terms and Condition and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account. The Build America, Buy America Act does not apply to this award.

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	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	06/30/2023	Final	10/28/2023

USA SPENDING DESCRIPTION

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 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.

RESTORE Act - FUNDING AUTHORIZATION

Total Amount of Federal Funds Awarded to Date. <i>Line 13 of NoA/Amendment</i>	Amount of Funding Restriction	Amount of Financial Assistance This Action <i>Line 12d of NoA/Amendment</i>	Amount Authorized for ASAP Account this Action	Notes
\$1,216,530.00	\$0.00	\$0.00	\$0.00	This is a no cost time extension to 6/30/2023

RESTORE Act - SPECIAL AWARD CONDITIONS**SAC Number:** SAC1

SAC Text: 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)

RESTORE Act - Scope of Work

APPROVED SCOPE OF WORK

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

The attached amendment is an existing grant for the Captain Royal Melvin Heritage Park and Plaza, Grant NO. RDCGR180102. This amendment (Amendment #3) executes the following action:

- 1. Extends the performance period by 6-months to June 30, 2023.*

PROJECT DESCRIPTION (Amendment #3)

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.

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	38
6.	Park open	16	39
7.	Subaward closeout	17	40
8.	Project closeout	18	41

Available Funds Confirmation

Total Amount of Federal Funds Awarded to Date for Project Period <i>Line 13 of N/A/Amendment</i>	Amount of Funding Restriction	Amount of Financial Assistance This Action <i>Line 12d of N/A/Amendment</i>	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
\$1,216,530.00	\$0.00	\$0.00	\$0.00	No Cost Time extension to 6/30/2023

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.

STANDARD TERMS AND CONDITIONS

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

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).
- .
- 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. Payment of Debts Owed the Federal Government

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 is 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 C.F.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 U.S.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-LLs, 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, 1977, 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 and 13270, 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](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.fsr.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 paragraph 1 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.

CITY OF DESTIN Budget Internal Transfer Form

Fiscal Year	<u>2023</u>	Short Description	<u>CAPT ROYAL MELVIN</u>	Entity Code	<u>1</u>
Period	<u>6</u>	Effective Date	<u>3/20/2023</u>	Amendment Type*	<u>1</u>
Ref 1	<u>BUA</u>	Budget Year Code	<u>1</u>	Budget Projection Inclusion	<u>One Time</u>
Ref 2	<u>ADJ</u>				

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
30058585 Gen Fund RR	565000 CIP	RC125 BUCK DESTIN BATHROOMS	TXFR FROM RC125 TO CRH63	D	\$ 50,000.00	\$ 200,000.00	\$ 150,000.00
30058585 Gen Fund RR	565000 CIP	CRH63 CAPT ROYAL MELV	TXFR FROM RC125 TO CRH63	I	\$ 50,000.00	\$ -	\$ 50,000.00

	Initials	Date
Created by:	<u>KS</u>	<u>3/16/23</u>
Entered by:	_____	_____
Approved by:	_____	_____

Note
INTERNAL TRANSFER TO COMPLETE CAPTAIN ROYAL MELVIN
PARK

YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
305 CAPITAL PROJECTS						
30558500 GF CIP PROJECTS						
305 -58-585-00-00-563000-TRSAF						
0.00	69,270.00	69,270.00	0.00	0.00	0.00	100.0%
305 -58-585-00-00-564090-IT003						
0.00	0.00	0.00	0.00	0.00	0.00	100.0%
305 -58-585-00-00-565000-ANNEX						
10,000.00	10,000.00	0.00	0.00	1,254.50	-2,509.00	100.0%
305 -58-585-00-00-565000-CRH63						
0.00	3,000.00	0.00	0.00	0.00	10,000.00	.0%
305 -58-585-00-00-565000-EVENT						
50,000.00	50,000.00	1,500.00	0.00	1,500.00	I ↑ 0.00	100.0%
305 -58-585-00-00-565000-HURRC						
100,000.00	100,000.00	0.00	0.00	0.00	50,000.00	.0%
305 -58-585-00-00-565000-IT002						
45,000.00	45,000.00	0.00	0.00	0.00	100,000.00	.0%
305 -58-585-00-00-565000-IT003						
65,000.00	65,000.00	0.00	0.00	0.00	45,000.00	.0%
305 -58-585-00-00-565000-RC125						
200,000.00	200,000.00	0.00	0.00	0.00	65,000.00	.0%
305 -58-585-00-00-565000-RC127						
400,000.00	400,000.00	0.00	0.00	0.00	D 200,000.00 ↓	.0%
305 -58-585-00-00-565000-RC216						
35,000.00	35,000.00	0.00	0.00	0.00	400,000.00	.0%
305 -58-585-00-00-565000-TR618						
0.00	149,570.92	17,915.00	0.00	12,790.00	4,295.00	87.7%
		0.00	0.00	149,570.92	0.00	100.0%
TOTAL GF CIP PROJECTS						
905,000.00	1,126,840.92	89,939.50	0.00	165,115.42	871,786.00	22.6%
TOTAL CAPITAL PROJECTS						
905,000.00	1,126,840.92	89,939.50	0.00	165,115.42	871,786.00	22.6%
TOTAL EXPENSES						
905,000.00	1,126,840.92	89,939.50	0.00	165,115.42	871,786.00	
GRAND TOTAL						
905,000.00	1,126,840.92	89,939.50	0.00	165,115.42	871,786.00	22.6%

** END OF REPORT - Generated by Krystal Strickland **

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Lance Johnson, City Manager
Kyle Bauman, City Attorney

FROM: Rey Bailey, City Clerk

DATE: March 7, 2023

SUBJECT: Second reading of Ordinance 23-03-CC - Providing for modifying city code Section 7-21 - Definitions, Section 7-23 - Burial Plots and Mausoleum Niches, Section 7-28 - Tombstone, Monument, and Markers - of the ordinance of the City of Destin regulating city cemeteries allowing upright monuments on burial plots throughout the Destin Memorial Cemetery Phase II, and restricting sales to only residents and immediate family, as currently defined in the code.

I. BACKGROUND: At the January 3, 2023 city council meeting, the city council unanimously approved a motion to bring back a proposed amendment to cemetery regulations allowing for tombstones, markers, or other upright monuments on burial plots throughout the Destin Memorial Cemetery Phase II, located on Sibert Avenue, provided they meet existing requirements, including height and width limitations. At their February 6, 2023 meeting, the city council further directed staff to bring back the proposed ordinance restricting sales to only residents and immediate family as currently defined in the code.

II. DISCUSSION: The city operates two memorial cemeteries - Phase I, commonly referred to as the "old cemetery" on Stahlman Avenue, and Phase II, or "new cemetery" on Sibert Avenue. Administrative details such as purchases of burial plots and record keeping are under the control of the City Clerk's Office. The care and upkeep of the cemeteries are managed by the Park and Recreation Department. All burial spaces in the "old cemetery" have been sold; but, there are numerous spaces still available in the "new cemetery." The current city ordinance allows the erection of tombstones and other upright monuments in the "old cemetery" but limits the "new cemetery" -- except for one section -- to ground-level grave markers only.

Maintenance consideration: City staff has estimated how maintenance time and costs would be impacted if upright monuments on burial plots were permitted throughout the "new cemetery."

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

B. Effect on Budget (EOB): An estimated annual maintenance cost increase of approximately \$6,000. These funds are not currently budgeted for FY 2023.

A Resolution proposing increased fees will be considered by Council later in this meeting.

C. Level of Service (LOS): None

D. Legislative Sponsor: Councilmember Torey Geile

III. CONCLUSION: Permitting upright monuments in the "new cemetery" will perpetually increase both the time and costs associated with maintaining the facility.

IV. RECOMMENDED MOTION: I move for approval of Ordinance 23-03-CC on second reading.

Attachments:

1. 23-03-CC - Cemetery Regulations

ORDINANCE NO. 23-03-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, REGULATING CITY CEMETERIES; PROVIDING FOR AUTHORITY; PROVIDING FOR MODIFYING CITY CODE SECTION 7-21 – *DEFINITIONS*; SECTION 7-23 – *BURIAL PLOTS AND MAUSOLEUM NICHEs*; AND SECTION 7-28 – *TOMBSTONES, MONUMENTS AND MARKERS*; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for the enactment of this ordinance is Article I, Section 1.01 of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has determined that it is in the best interests of the public and the City to permit above-ground tombstones, monuments, and markers, throughout the entirety of the Destin Memorial Cemetery, Phases I and II; and

WHEREAS, there is limited space available in Destin Memorial Cemetery, Phases I and II; and

WHEREAS, the population of Destin has increased dramatically since Chapter 7 of the City Code was initially adopted; and

WHEREAS, the City Council has determined it is in the best interest of the public to restrict further sales of cemetery plots and mausoleum niches to City residents and their immediate family members to preserve the limited remaining plots and niches for people with connections to the City; and

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

Note: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in ~~strike-thru~~ or underlined is not to be changed. The symbol * represents sections of the City of Destin's Code of Ordinances, that have been skipped and remain unchanged.**

SECTION 3. AMENDMENT OF CITY CODE, CEMETERY RULES AND REGULATIONS, BY AMENDING SECTION 7-21 – *DEFINITIONS*; SECTION 7-23 – *BURIAL PLOTS AND MAUSOLEUM NICHES* AND SECTION 7-28 – *TOMBSTONES, MONUMENTS AND MARKERS*

Section 7-21. Definitions

Immediate family shall mean a person who is the parent, spouse, child, or sibling of the owner of a burial plot or mausoleum niche.

Section 7-23 is hereby amended as follows:

Section 7-23. Burial Plots and Mausoleum Niches.

(c) Ownership of plots and cremation niches.

- (1) The sale of ownership certificates for burial plots or mausoleum niches within the Destin Memorial Cemeteries shall be in a manner prescribed by law and pursuant to regulations adopted by the city council. Ownership certificates for burial plots and mausoleum niches within the Destin Memorial Cemeteries shall only be sold or transferred to residents and immediate family of residents. A comprehensive record of plots shall be kept by the city clerk, and all sales shall be noted thereon. The records shall show all lots and niches for which ownership certificates have been sold. The records shall show date of purchase and payment, name of purchaser, section, block and space or niche number. Upon full payment of the purchase price by the purchaser, an ownership certificate shall be issued in the purchaser's name, signed by the proper city officials and with the seal of the affixed thereto. The ownership certificate shall affirm the purchaser's written agreement to not allow interment for remuneration in the subject space and understanding that such certificate shall not be transferable to any party outside his immediate family.

(d) Restrictions. Plot enclosures, fences, curbing, slabs, and coping are prohibited within the Destin Memorial Cemetery Phases I and II because they inhibit proper care and maintenance of the burial plots. Care and maintenance within any existing enclosed area is the total responsibility of the plot owner. If such existing enclosures or curbing are not properly

maintained, they may be removed at the direction of the city manager, or their designee. Furthermore, ~~above ground monuments are prohibited within the Destin Memorial Cemetery Phase II except as designated in section 7-28(c) below.~~

(e) *Non-discrimination.* There shall be no discrimination in the sale of burial plots or mausoleum niches within the Destin Memorial Cemetery; on any basis described in section 497.152(1)(d), Florida Statutes, as it may be amended from time to time, or on any other state or federally protected basis.

Section 7-28 is hereby amended as follows:

Section 7-28. Tombstones, monuments and markers.

(a) For Destin Memorial Cemetery Phase I and Phase II, tombstones, markers, or other monuments must be leveled, and aligned, within burial plot perimeters so as to not infringe on adjacent burial plots or rights-of-way. Erection of tombstones, markers, and other monuments must be in accordance with accepted industry standards so that they will not settle, tilt, or deteriorate. Any materials used to construct a tombstone, marker, or other monument, must also meet industry standards. Each burial plot will be limited to one tombstone, marker, or other monument. Single burial plot monument, markers, or tombstones shall not exceed three feet in height, nor exceed 32 inches in width, nor cover more than two-thirds of the width of grave space. Double burial plot (created by joining two adjacent burial plots) monuments, markers, or tombstones shall not exceed three feet in height, nor exceed 64 inches in width nor cover more than two-thirds of the width of the grave space. Any existing monuments, markers, or tombstones not meeting the standards described herein, as of the effective date of this ordinance, shall be grandfathered in, and shall not be considered to be non-conforming.

~~(b) — For Destin Memorial Cemetery Phase II, only ground-level grave markers will be allowed except as designated in section 7-28(c) below. Such grave markers shall not exceed 19 inches in width and 37 inches in length and shall be installed with the top surface flush with the ground level. However, each grave marker set must be leveled, and aligned within plot perimeters so as to not infringe on adjacent plots or rights-of-way. Double grave markers shall not exceed 19 inches in width and 64 inches in length. Placement of grave markers must be in accordance with accepted standards so that they will not settle or tilt.~~

~~(c) — One section of the Destin Memorial Cemetery Phase II will be designated to allow for tombstones, markers, or other monuments which must be leveled, and aligned, within burial plot perimeters so as to not infringe on adjacent burial plots or rights-of-way. Erection of tombstones, markers, and other monuments must be in accordance with accepted industry standards so that they will not settle, tilt, or deteriorate. Any materials used to construct a tombstone, marker, or other monument, must also meet industry standards. Each burial plot will be limited to one tombstone, marker, or other monument. Single burial plot monument, markers,~~

~~or tombstones shall not exceed three feet in height, nor exceed 32 inches in width, nor cover more than two-thirds of the width of grave space. Double burial plot (created by joining two adjacent burial plots) monuments, markers, or tombstones shall not exceed three feet in height, nor exceed 64 inches in width nor cover more than two-thirds of the width of the grave space~~

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES.

This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number, or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS.

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

SECTION 6. SEVERABILITY.

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

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption by the City Council and the signature of the mayor.

ADOPTED THIS 20TH DAY OF MARCH 2023

BY: _____
Bobby Wagner, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kyle S. Bauman, City Attorney

<u>citationno</u>	<u>Citation Date + Time</u>
3990-RVT	01/22/2022 13:35:00
A1AXKPE	08/13/2020 18:16:02
A1AXKWE	02/26/2020 11:53:23
A3SWO0E	02/13/2023 13:04:19
A6P0FME	06/20/2020 00:41:15
A72D0IE	09/17/2020 18:23:00
A72D0NE	10/16/2020 00:08:19
A89JUWE	01/20/2020 15:31:20
A89JXDE	09/08/2021 11:25:00
A94ZM2E	09/11/2020 11:05:17
A9LNRME	03/01/2020 19:43:10
A9LO2XE	03/01/2020 12:36:32
A9LO30E	03/05/2020 08:20:00
AACVK3E	07/02/2022 16:43:45
AACVNDE	02/09/2020 11:33:47
AB3KG0E	10/06/2020 18:40:00
AB3KG2E	10/19/2020 20:40:00
AB3KG5E	12/29/2020 15:45:00
AB3KGME	05/06/2022 12:15:00
AB3KVKE	07/30/2022 11:25:40
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AC2KH3E	02/04/2020 07:24:09
AC2KHDE	07/20/2020 09:58:04
AC2KHEE	07/25/2020 13:12:17
AC2KI5E	03/06/2020 10:02:29
AC2KI6E	03/07/2020 14:30:41
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ADVWBFE	08/08/2020 18:01:00
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ADVWGPE	08/30/2020 09:53:42
ADVWGXE	08/17/2020 16:12:00
ADVWM9E	09/01/2020 02:20:57
ADVWQME	10/18/2020 15:00:00
ADVWR5E	09/18/2020 17:31:07
ADVWT1E	09/24/2020 13:34:28
ADVWT3E	09/24/2020 13:41:32
ADVWVRE	12/14/2020 23:09:41
ADVWWME	10/04/2020 11:26:58
ADVWWPE	10/12/2020 12:40:00
ADVWXDE	09/22/2020 11:30:00
ADVWYHE	11/09/2020 14:40:11
ADVWYKE	12/27/2020 14:17:23
ADVX1LE	10/05/2020 11:23:00
ADVX2ME	03/09/2022 18:50:00
AE5XSLE	01/02/2021 22:10:00
AE5XU5E	10/17/2020 02:46:06
AE5XUXE	10/22/2020 16:22:00
AE5XVFE	11/14/2020 10:51:11
AE5XZ1E	10/27/2020 21:55:41
AE5Y1CE	11/03/2020 10:05:11
AE5Y1DE	11/03/2020 10:26:21
AE5Y1EE	11/03/2020 11:08:25
AE5Y1HE	11/03/2020 16:38:11
AE5Y1IE	11/03/2020 16:55:37
AE5Y6ZE	11/24/2020 08:41:43
AE5Y7CE	11/15/2020 19:04:12
AE5Y8BE	11/17/2020 21:01:42
AE5Y91E	11/17/2020 21:59:34
AE5YA5E	11/25/2020 14:05:00
AE5YBBE	12/29/2020 05:28:00
AE5YFTE	12/03/2020 22:50:00
AE5YIXE	02/24/2021 08:50:00
AE5YQLE	01/31/2021 09:40:34
AE5YSSE	01/16/2021 17:48:38
AEEPO2E	01/10/2021 04:47:31
AEEPO5E	01/14/2021 21:45:11
AEEPRIE	01/23/2021 23:16:07

AEEPTQE	01/17/2021 00:00:00
AEEPXEE	01/26/2021 19:13:06
AEEQ1DE	03/10/2021 21:38:17
AEEQ3TE	07/01/2021 19:29:07
AEEQF6E	03/11/2021 06:44:40
AEEQF7E	03/11/2021 13:17:40
AEEQF8E	03/16/2021 09:02:59
AEEQFAE	03/19/2021 09:11:39
AEEQFCE	03/30/2021 06:29:15
AEEQHOE	05/27/2021 18:52:07
AEEQHYE	03/17/2021 18:30:00
AEEQI2E	03/18/2021 15:16:42
AEEQJEE	03/31/2021 00:07:49
AEEQMQE	04/26/2021 14:59:08
AEEQPME	03/30/2021 06:44:44
AEEQPNE	04/03/2021 06:41:13
AEEQQEE	04/08/2021 16:30:00
AEEQR0E	03/31/2021 18:56:00
AEEQT3E	04/19/2021 22:05:44
AEEQVIE	04/16/2021 23:53:45
AEEQVME	07/24/2021 00:14:08
AEEQXME	06/12/2021 18:30:00
AEEQXNE	06/17/2021 19:23:00
AEEQZ8E	05/28/2021 16:48:39
AEEROEE	12/05/2021 17:45:39
AEEROZE	05/03/2021 19:56:58
AEW8QME	12/10/2021 15:18:00
AEW8QYE	06/18/2021 00:00:00
AEW8R3E	07/18/2021 23:50:00
AEW8T6E	07/16/2021 17:19:19
AEW8U5E	06/01/2022 08:35:00
AEW8YTE	07/23/2021 16:00:00
AEW8YUE	07/28/2021 00:00:00
AEW8ZFE	11/29/2021 05:20:20
AEW93UE	07/15/2021 01:08:26
AEW94PE	10/07/2021 22:06:00
AEW9C5E	08/02/2021 16:55:00
AEW9C7E	08/06/2021 10:20:00
AEW9E0E	08/12/2021 14:25:00
AEW9FPE	08/15/2021 16:37:32
AEW9FRE	08/20/2021 11:12:00
AEW9FTE	08/17/2021 10:32:00
AEW9OAE	02/03/2022 03:20:25
AEW9P0E	09/13/2021 20:00:00
AEW9PWE	09/23/2021 14:55:50
AEW9XDE	04/06/2022 10:25:00
AEW9XFE	04/16/2022 07:30:00

AEW9XWE	10/11/2021 01:16:38
AEW9YAE	10/11/2021 18:11:03
AFCN9YE	10/27/2021 21:57:21
AFCNA2E	11/25/2021 19:02:11
AFCNAHE	03/09/2022 18:11:21
AFCNATE	04/08/2022 03:18:48
AFCNYOE	01/02/2022 17:21:53
AFCO0FE	02/21/2022 17:31:00
AFCO1WE	06/22/2022 22:45:00
AFCO4HE	01/23/2022 01:15:00
AFCO4YE	03/29/2022 09:05:00
AFCO7AE	09/26/2022 02:16:58
AFCO7ZE	02/26/2022 18:25:00
AFCO9EE	02/09/2022 16:45:00
AFCO9HE	02/10/2022 18:14:00
AFCO9IE	03/05/2022 09:45:00
AFCO9RE	06/02/2022 02:03:17
AFCOAIE	02/26/2022 15:47:00
AFCOCNE	02/25/2022 18:12:00
AFCOCPE	03/07/2022 19:23:00
AFCOD0E	02/23/2022 14:00:00
AFCOD2E	02/25/2022 16:07:08
AFCOD4E	02/28/2022 16:13:48
AG3IMME	03/11/2022 05:00:11
AG3IOKE	03/30/2022 17:30:00
AG3IOLE	04/05/2022 13:47:00
AG3IQXE	03/14/2022 09:00:00
AG3IR6E	04/04/2022 22:23:54
AG3ISAE	03/27/2022 22:23:00
AG3ISYE	03/14/2022 12:55:00
AG3IT1E	03/15/2022 15:48:00
AG3ITIE	03/19/2022 15:53:06
AG3ITSE	03/23/2022 18:21:00
AG3IUNE	08/13/2022 22:04:50
AG3IV0E	07/10/2022 19:30:00
AG3IV1E	07/11/2022 23:45:00
AG3IVKE	08/13/2022 07:50:00
AG3IVME	06/28/2022 16:52:00
AG3IX9E	03/23/2022 08:43:07
AG3IY3E	04/01/2022 07:58:00
AG3IZ8E	03/22/2022 00:04:00
AG3IZDE	03/30/2022 16:18:00
AG3IZTE	03/23/2022 14:45:00
AG3J09E	03/24/2022 21:34:36
AG3J0HE	09/12/2022 15:47:14
AG3J1TE	04/14/2022 13:53:00
AG3J4GE	05/18/2022 08:29:00

AG3J4HE	05/18/2022 11:42:00
AG3J9ZE	07/26/2022 11:27:10
AG3JAJE	04/15/2022 12:20:00
AG3JAKE	04/20/2022 08:06:13
AG3JANE	04/30/2022 09:50:00
AG3JAQE	05/18/2022 14:30:18
AG3JARE	05/23/2022 09:35:41
AG3JASE	05/24/2022 10:54:14
AG3JB6E	05/28/2022 18:25:00
AG3JCDE	05/27/2022 10:39:46
AG3JDDE	04/21/2022 22:18:09
AGF1R6E	05/28/2022 20:45:00
AGF1U0E	12/17/2022 01:07:02
AGF1WWE	06/16/2022 15:32:00
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AGF1XGE	09/20/2022 18:34:00
AGF1ZBE	06/21/2022 13:40:00
AGF1ZIE	07/05/2022 13:00:00
AGF1ZWE	07/01/2022 21:00:19
AGF224E	07/13/2022 21:02:40
AGF238E	07/13/2022 20:41:08
AGF26HE	07/31/2022 00:01:59
AGF27LE	07/24/2022 19:20:00
AGF27OE	08/24/2022 21:40:00
AGF2ALE	08/11/2022 17:40:24
AGF2E5E	08/13/2022 08:25:48
AGF2E7E	11/19/2022 23:02:41
AGF2FOE	08/31/2022 00:13:42
AGF2G1E	09/29/2022 07:10:33
AGF2HHE	10/31/2022 16:45:00
AGF2JLE	08/30/2022 13:45:00
AGF2JTE	12/28/2022 17:30:00
AGF2JUE	01/17/2023 11:55:00
AGF2KFE	11/18/2022 18:44:09
AGF2KYE	09/03/2022 17:43:19
AGF2NNE	09/17/2022 07:15:00
AGF2R3E	10/12/2022 23:06:55
AGF2RBE	09/17/2022 04:20:23
AGF2STE	09/21/2022 14:53:50
AGF2TGE	09/23/2022 00:41:46
AGF2UKE	10/12/2022 21:00:00
AGF2V9E	10/05/2022 18:58:26
AGF2WWE	09/30/2022 06:35:00
AGF38PE	10/20/2022 20:04:46
AH7SC0E	01/07/2023 01:42:40
AH7SKZE	12/31/2022 22:27:17
AH7SS0E	12/14/2022 13:32:07

AH7SUFE	12/06/2022 06:45:00
AH7SXXE	02/04/2023 14:10:26
AH7T1QE	12/23/2022 11:20:00
AH7T4XE	01/02/2023 14:40:00
AH7T8QE	01/07/2023 11:11:28
AH7TCTE	02/11/2023 18:49:50
AH7TFRE	01/20/2023 10:25:00

location

EMERALD COAST PARKWAY / MATTHEW BOULEVARD
KELLY ST AT MAIN ST
EMERALD COAST PKWY (EB) AT EMERALD BAY DR
US HIGHWAY 98 / INDIAN BAYOU TRL (WESTBOUND)
517 HARBOR BLVD
KELLY ST / EVERGREEN DR
AREA OF 363 HARBOR BLVD EASTBOUDB
4001 INDIAN BAYOU TRL
US 98 / KELLY PLANTATION DR
COMMONS DRIVE @ TRIUMPH DR
HENDERSON BEACH ROAD/ EMERALD COAST PARKWAY
HWY 293 @ COMMONS DR
HARBOR BLVD / MAIN ST N
US 98 EB @ AIRPORT RD
1014 AIPOINT ROAD
HWY 98 / BEACH DR
797 HARBOR BLVD / MAIN ST
EMERALD COAST PKWY
U.S HWY 98 / MATTHEW BLVD
HWY 98 AND HENDERSON BEACH RD
US HWY 98 AT REGIONS WAY / REGIONS WAY
EMERALD COAST PARKWAY X INDIAN BAYOU TRAIL
LUKE AVENUE X DOLPHIN ST
CRYSTAL BEACH DR X EMERALD COAST PARKWAY
TEQUESTA X EMERALD COAST PKWY
EMERALD COAST PKWY X TRIUMPH RD
HWY 98 / GULF SHORE DRIVE
EMERALD COAST PKWY X HENDERSON BEACH RD
AIRPORT RD
MATTHEW BLVD
HARBOR BLVD
US 98 / GULF TERRACE DRIVE
NULL
(34745) EMERALD COAST PKWY
KELLY ST / CALHOUN AVE
COMMONS DR X AIRPORT RD
COMMONS DR X AIRPORT RD
COMMONS DR X AIRPORT RD
COMMONS DR X AIRPORT RD
EMERALD COAST PKWY / REGIONS WAY
GULFSTARR DR / EB US HIGHWAY 98
WB US HIGHWAY 98 / CALHOUN AVE
HWY 98 AND PALMETTO ST
SCENIC HWY 98 AND COBIA STREET
KELLY ST AND THIRD AVE
HIGHWAY 98 / REGATTA BAY BLVD

US 98 / RESTAURANT ROW
HARBOR BLVD @ MAIN ST
US HWY 98 @ MATTHEW BLVD
US HWY 98 X TEQUESTA DR
MAIN ST / AIRPORT RD
HUTCHINSON ST / EMERALD COAST PKWY
HIGHWAY 98, DESTIN, FL, AT AIRPORT ROAD
HARBOR BLVD X BENNING DRIVE
HARBOR BLVD X BENNING DRIVE
HARBOR BLVD (EASTBOUND) AT STAHLMAN AVE
US HIGHWAY 98/ MATTHEW BLVD
COMMONS DR X AIRPORT RD
COMMONS DR X AIRPORT RD
COMMONS DR X AIRPORT RD
COMMONS DR X AIRPORT RD
PALM ST X HARBOR
AIRPORT ROAD X COMMONS DRIVE
MAIN STREET X HARBOR BLVD
1000 AIRPORT ROAD
HWY 98 AND HENDERSON BCH RD EB
EMERALD COAST PKWY AT EMERALD BAY DR
ZERB ST AT SEIBERT AVE
U.S. HWY 98 NEAR MAIN STREET
EMERALD COAST PKWY (EB) AT EMERALD BAY DR
HARBOR BLVD X GULF SHORE DRIVE
EMERALD COAST PKWY (EB) AT EMERALD BAY DR
EMERALD COAST PKWY (EB) AT EMERALD BAY DR
HARBOR BLVD AND STAHLMAN AVE
HARBOR BLVD AND GULF SHORE DRIVE
HWY 98 / MATTHEW BLVD
MOUNTAIN DR AT MARLER ST
U.S. HWY 98 AT RESTAURANT ROW
EMERALD COAST PKWY (EB) AT EMERALD BAY DR
LEGION DRIVE AND BEACH DR
EMERALD COAST PARKWAY/ HENDERSON BEACH ROAD
SCENIC 98 X CRYSTAL BEACH
SCENIC HWY 98 (WB) AT DOLPHIN ST
EMERALD COAST PKWY (EB) AT VININGS WAY BLVD
EMERALD COAST PKWY (WB) AT CRYSTAL BEACH DR
US HIGHWAY 98 / TRIUMPH ROAD
PALMETTO AND MOUNTAIN
STAHLMAN X HARBOR BLVD
HARBOR BLVD (EB) AT STAHLMAN AVE
US HWY 98 X STAHLMAN AVE
COMMONS DR @ SR 293
GULFSTARR DR AT EMERALD COAST PKWY
MOUNTAIN DR / MELVIN ST

MOUNTAIN DR/ MELVIN DR
GULF SHORE DR/ MORENO POINT DR
MAIN ST AT 98 PALMS BLVD
U.S. HWY 98 NEAR TRIUMPH DR
EMERALD COAST PKWY (EB) AT TRIUMPH DR
U.S. HWY 98 NEAR STAHLMAN AVE / STAHLMAN AVE
HARBOR BLVD/BEACH DR
MOUNTAIN DR/ MARLER ST
MOUNTAIN DR/ MELVIN ST
HWY 98 X CRYSTAL BEACH
U.S. HWY 98 AT REGIONS WAY
SPANISH MOSS TRAIL AND HOLLY
US HWY 98 WB / BEACH DR
EMERALD COAST PKWY AT VININGS WAY BLVD
VININGS WAY BLVD AT EMERALD COAST PKWY
VININGS WAY BLVD AT EMERALD COAST PKWY
AIRPORT RD / US HWY 98
34886 EMERALD COAST PKWY
AIRPORT RD / INDUSTRIAL PARK LN
US HIGHWAY 98 / REGIONS WAY
HIGHWAY 98 / SCENIC HIGHWAY 98
REGATTA BAY BLVD/HIGHWAY 98
US HIGHWAY 98 / AIRPORT ROAD
EMERALD COAST PKWY / MATTHEW BLVD
HWY 98 E / TRISTA TERR CT
ANN CIR X LEGION DR
U.S. HWY 98 AT REGIONS WAY / REGIONS WAY
BENNING DR X HARBOR BLVD
EMERALD COAST PKWY AT INDIAN BAYOU TRL/RESTAURANT ROW
KELLY/ MAIN
KELLY/MAIN
KELLY/ MAIN
KELLY STREET/ MAIN STREET
KELLY STREET/MAIN
CALHOUN AVE X ZERBE ST
AIRPORT RD AT MAIN ST
HARBOR/ STAHLMAN
US 98/ RESTAURANT ROW
US 98/ RESTAURANT ROW
SCENIC HIGHWAY 98 / ISLE OF PALMS BLVD
HARBOR BLVD / MAIN ST
US HWY 98 EB / GULF TERRACE DR
HARBOR BLVD AND STAHLMAN AVE
HENDERSON BEACH DR/COMMONS DR
EMERALD COAST PKWY/ RESTAURANT ROW
COMMONS DR/ PARAISO BLVD
34904 HWY 98

S MAIN ST / AIRPORT RD
TRIUMPH DR/ US 98
COMMONS DRIVE/AIRPORT ROAD
AIRPORT RD
MAIN ST/ KELLY ST
MAIN ST/ KELLY ST
MAIN ST/ KELLY ST, DESIN, FL
MAIN ST/KELLY ST, DESTIN, FL
MAIN ST/ KELLY ST
US HIGHWAY 98/INDIAN BAYOU TRL
US HIGHWAY 98 / INDIAN BAYOU TRAIL
US HIGHWAY 98 X AIRPORT ROAD
SCENIC HWY 98 (WB) AT CRYSTAL BEACH DR
SR 30 EB @ STAHLMAN
MAIN ST/ KELLY ST
MAIN ST/ KELLY ST, DESTIN, FL
U.S. HWY 98 NEAR BENNING DR
US HIGHWAY 98/ STAHLMAN
US 98/ STAHLMAN AVE WB
HARBOR BLVD/MARLER ST
NULL
US HWY 98 WB / AIRPORT ROAD
1209 AIRPORT RD / COMMONS DR W
SR 30 EB @ SR 293NB
US 98 @ HENDERSON BEACH DR
US HIGHWAY 98/ MATTHEW BLVD
EMERALD COAST PARKWAY / RESTAURANT ROW
HARBOR BLVD / PALMETTO ST
HARBOR BLVD / BEACH DR
AIRPORT RD X COMMONS DR
US 98 HWY / CRYSTAL BEACH DR
US HWY 98 EB / HENDERSON BEACH RD
US HWY 98 WB / AIRPORT RD
INTERSECTION OF EMERALD COAST PARKWAY & TRIUMPH RD
US 98 / PALMETTO ST
14055 EMERALD COAST PKWY / 14055 EMERALD COAST PKWY
US 98 / TRANQUILITY LN
S MAIN ST / US 98
US 98 / STAHLMAN AVE
RESTAURANT ROW/ US HIGHWAY 98
GULF SHORE DR / US 98
US 98 / HENDERSON BEACH RD
US HWY 98/SANTA ROSA BLVD
US 98 / S MAIN ST
US 98 / TRIUMPH RD
U.S. HWY 98 / 1018 U.S. HWY 98
U.S. HWY 98 / HENDERSON BEACH RD

MAIN STREET X AIRPORT ROAD
COMMONS DR/HWY 293
US 98/ MAIN STREET DESTIN WB
US HIGHWAY 98/ CRYSTAL BEACH DR
EMERALD COAST PARKWAY X HUTCHENSON ST DESTIN FL
US 98 AND SANTA ROSA BLVD
US HIGHWAY 98/ STAHLMAN AVE
U.S. HIGHWAY 98 / PALM ST
MATTHEW BLVD X HWY 98
US-98 W / PALM ST
US HIGHWAY 98 / ACCESS ROAD 14073 EMERALD COAST PKWY
US 98-SCENIC AND DOLPHIN ST
HIGHWAY 98/ MAIN ST
US 98 / CALUSA BLVD
US HIGHWAY 98/ PALMETTO ST (WESTBOUND)
N MAIN ST / US 98
US HIGHWAY 98/ SR 293
HWY 98 E / REGATTA BAY BLVD
HIGHWAY 98 / AIRPORT ROAD
KELLY ST AND BENNING DR
GULF SHORE DR / 98 PALMS BLVD
US HWY 98 X INDIAN BAYOU
HWY 98 X HENDERSON BEACH
BOSHAMPS OYSTER HOUSE
AIRPORT RD / COMMONS DR
985 HIGHWAY 98
US 98 / SANDPRINT DR
HARBOR BLVD AND STAHLMAN AVE
MOUNTAIN DR / MELVIN ST
US 98 / TRANQUILITY LN
US 98 / AIRPORT RD
CALHOUN AVE @ SR 30
MAIN ST X HWY 98
HWY 293/ TURNBERRY HARBOUR DR
U.S. HIGHWAY 98 / AIRPORT RD
U.S. HIGHWAY 98 / STAHLMAN AVE
HWY 98 @ HUTCHINSON
AIRPORT ROAD X COMMONS DR
MAIN ST / AIRPORT RD
US HWY 98 / AIRPORT ROAD
CUSTOM CONCEPTS TATTOO AND DESGIN LLC / CALHOUN AVENUE
EMERALD COAST PKWY/ TRANQUILITY LN
US 98 / REGATTA BAY BLVD
EMERALD COAST PARKWAY X MATTHEW BLVD DESTIN FL
US HIGHWAY 98 X HUTCHINSON ST DESTIN FL
WB US HIGHWAY 98 / AIRPORT RD
AIRPORT RD / QUAIL LAKE

US HIGHWAY 98 / PALM STREET
U.S 98 X HENDERSON BEACH RD.
616 HARBOR BLVD
BEACH DR X KELLY ST
1039 US-98 W
MAIN ST X KELLY ST
MAIN ST X INDIAN TRL
MAIN ST X INDIAN TRL
HWY 293 / COMMONS DR
98 PALMS X MAIN ST INTERSECTION
BEACH DRIVE/ KELLY ST
US 98 / MATTHEW BLVD
EB US-98 ADJ HUTCHINSON
800 AIRPORT RD
GULF SHORE DR. / US HWY 98
US HWY 98 / CRYSTAL BEACH DR.
US 98 / AIRPORT RD
MAIN ST S / 98 PALMS BLVD
US 98 EB @ PEDESTRIAN CROSSING NEAR MARLER ST
MAIN ST/ KELLY ST
BEACH DR X LEGION DR
AIRPORT ROAD / EMERALD COAST PARKWAY
U.S. HWY 98 / PALM ST
US HWY 98 / MELVIN ST
U.S. HIGHWAY 98 / SANTAROSA BLVD
SR 293 X U.S 98
HWY 20 X HWY85
310 MOUNTAIN DR
EMERALD COAST PKWY/RESTAURANT ROW
HUTCHINSON ST/ US HIGHWAY 98
HWY 98 E / MARLER ST NW
HWY 98 E / AIRPORT RD
HWY 98 E / BENNING DR
US HWY 98/SR 293
414 HARBOR BLVD
MATTHEW BLVD
US HWY 98 EB @ MAIN ST
US HIGHWAY 98/ STAHLMAN AVE
108 HUTCHINSON ST
US HIGHWAY 98/ MATTHEW BLVD (WESTBOUND)
HARBOR BLVD / STAHLMAN AVE
US HWY 98 X INDIAN BAYOU
US 98 / MATTHEW BLVD
US HIGHWAY 98 / CRYSTAL BEACH DR (EASTBOUND)
HENDERSON BEACH RD X U.S. HWY 98
HWY 98/STAHLMAN RD
US HWY 98 X STAHLMAN AVE

US 98 / AIRPORT RD
BENNING DRIVE @ HARBOR BOULEVARD
SR 293 / COMMONS DR E
SR 293 / COMMONS BLVD
US HIGHWAY 98 / HENDERSON BEACH RD (WESTBOUND)
LEGION DRIVE/ IDIAN OAKS DRIVE
US HIGHWAY 98 / MATTHEW BLVD

violation

316.074(1)	
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316.123(3)
316.075(1)(c)1
316.075(1)(c)1
316.122
316.122
316.122
316.074(1)
316.122
316.074(1)
316.075(1)(c)1
316.074(1)
316.074(1)
316.074(1)
316.074(1)
316.074(1)
316.123(2)(b)
316.075(1)(c)1
316.074(1)
316.074(1)
316.122
316.122
316.123(3)
316.122
316.075(1)(c)1
316.075(1)(c)1
316.074(1)
316.074(1)
316.074(1)

316.122
316.075(1)(c)1
316.075(1)(c)1
316.122
316.074(1)
316.074(1)
316.074(1)
316.074(1)
316.074(1)
316.075(1)(c)1
316.122
316.122
316.074(1)
316.075(1)(c)1
316.074(1)
316.074(1)
316.122
316.075(1)(c)1
316.075(1)(c)1
316.121(1)
316.075(1)(c)1
316.122
316.151(1)(a)
316.075(1)(c)1
316.122
316.075(1)(c)1
316.075(1)(a)1
316.122
316.122
316.122
316.075(1)(c)1
316.075(1)(a)1
316.122
316.075(1)(c)1
316.074(1)
316.122
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316.122
316.122
316.122
316.151(1)(a)
316.122
316.075(1)(c)1
316.122
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316.075(1)(c)1
316.074(1)
316.075(1)(c)1
316.075(1)(c)1
316.075(1)(c)1
316.075(1)(c)1
316.074(1)
316.122
316.123(3)
316.122
316.122
316.074(1)
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316.074(1)
316.122
316.074(1)
316.074(1)
316.121(1)
316.121(1)
316.122
316.075(1)(c)1
316.075(1)(c)1
316.122
316.122
316.122
316.151(1)(a)
316.075(1)(c)1
316.121(1)
316.122
316.122
316.151(1)(b)
316.074(1)
316.075(1)(c)1
316.122
316.122
316.075(1)(c)1
316.122
316.075(1)(c)1
316.151(1)(b)
316.151(1)(a)
316.122
316.074(1)
316.074(1)
316.075(1)(c)1
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316.074(1)
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316.074(1)
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316.074(1)
316.122
316.075(1)(c)1
316.122
316.074(1)
316.075(1)(c)1
316.122
316.122
316.075(1)(c)1
316.074(1)
316.074(1)
316.151(1)(a)
316.122
316.122
316.074(1)
316.074(1)
316.074(1)
316.074(1)
316.074(1)
316.074(1)
316.151(1)(b)
316.122
316.074(1)
316.075(1)(c)1
316.122
316.122
316.075(1)(c)1
316.074(1)
316.074(1)
316.074(1)
316.074(1)
316.125(2)
316.122
316.075(1)(c)1
316.075(1)(c)1
316.074(1)
316.075(1)(c)1

316.122

316.075(1)(c)1

316.122

316.122

316.074(1)

316.122

316.122

ViolationDescription

FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAILED TO YIELD/STOP AT A YIELD INTERSECTION
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAILED TO YIELD/STOP AT A YIELD INTERSECTION
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
GREEN CIRCULAR LIGHT/ VEHICLE FACING/ FAILED TO YIELD RIGHT-OF-WAY WHILE TURNING
IMPROPER RIGHT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO STOP AT STEADY RED SIGNAL BEFORE MAKING RIGHT TURN
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAILED TO YIELD/STOP AT A YIELD INTERSECTION
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAILED TO YIELD/STOP AT A YIELD INTERSECTION
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAILED TO YIELD/STOP AT A YIELD INTERSECTION
IMPROPER RIGHT TURN
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO STOP AT STEADY RED SIGNAL

FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO STOP AT STEADY RED SIGNAL BEFORE MAKING RIGHT TURN
FAIL TO STOP AT STEADY RED SIGNAL BEFORE MAKING RIGHT TURN
FAIL TO STOP AT STEADY RED SIGNAL BEFORE MAKING RIGHT TURN
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO STOP AT STEADY RED SIGNAL
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO STOP AT STEADY RED SIGNAL
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY

FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
GREEN CIRCULAR LIGHT/ VEHICLE FACING/ FAILED TO YIELD RIGHT-OF-WAY WHILE TURNING
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO STOP AT STEADY RED SIGNAL BEFORE MAKING RIGHT TURN
FAIL TO STOP AT STEADY RED SIGNAL
IMPROPER LEFT TURN
FAILED TO YIELD/STOP AT A YIELD INTERSECTION
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL DEVICE (FAILED TO STOP AT TRAFFIC SIGNAL)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO STOP AT STEADY RED SIGNAL
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAILED TO YIELD AT A FOUR-WAY-STOP-INTERSECTION
FAIL TO STOP AT STEADY RED SIGNAL
TRAFFIC CONTROL DEVICE FAIL TO OBEY
TRAFFIC CONTROL DEVICE FAIL TO OBEY
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAILED TO YIELD/STOP AT A YIELD INTERSECTION
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)

FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
VEHICLE IN INTERSECTION - ALL OTHERS MUST YIELD
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
IMPROPER RIGHT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
GREEN CIRCULAR LIGHT/ VEHICLE FACING/ FAILED TO YIELD RIGHT-OF-WAY WHILE TURNING
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
GREEN CIRCULAR LIGHT/ VEHICLE FACING/ FAILED TO YIELD RIGHT-OF-WAY WHILE TURNING
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
IMPROPER RIGHT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN

FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAILED TO YIELD/STOP AT A YIELD INTERSECTION
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
VEHICLE IN INTERSECTION - ALL OTHERS MUST YIELD
VEHICLE IN INTERSECTION - ALL OTHERS MUST YIELD
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
IMPROPER RIGHT TURN
FAIL TO STOP AT STEADY RED SIGNAL
VEHICLE IN INTERSECTION - ALL OTHERS MUST YIELD
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
IMPROPER LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
IMPROPER LEFT TURN
IMPROPER RIGHT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN

FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
IMPROPER RIGHT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
IMPROPER LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
FAILED TO YIELD/STOP AT SIDEWALK - FROM ALLEY/BLDG. /PRIVATE ROAD OR DRIVEWAY TO VEHICLES AND PEDE
FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO STOP AT STEADY RED SIGNAL
FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)
STEADY RED LIGHT/ VEHICLE FACING/ FAILED TO YIELD RIGHT-OF-WAY WHILE TURNING

FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN

FAIL TO STOP AT STEADY RED SIGNAL

FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN

FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN

FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)

FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN

FAIL TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN

ESTRIANS APPROACHING

<u>REPORT_NUMBER</u>	<u>CRASH_YEAR</u>	<u>CRASH_DATE_AND_TIME</u>
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25437033	2022	11/19/2022 20:40
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25437062	2022	10/2/2022 4:06
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OCSO200FF001687	2	Destin
OCSO200FF011447	2	Destin
OCSO200FF011700	2	Destin
OCSO200FF001867	2	Destin
OCSO200FF000781	2	Destin
OCSO200FF006538	2	Destin
OCSO200FF000113	2	Destin
OCSO200FF002331	2	Destin
OCSO200FF000820	2	Destin
OCSO200FF002386	2	Destin
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OCSO200FF011229	2	Destin
OCSO200FF007701	2	Destin
OCSO200FF007298	2	Destin
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OCSO22OFF002253	1 Destin
OCSO22OFF002433	2 Destin
OCSO22OFF001737	2 Destin
OCSO22OFF001921	2 Destin
OCSO22OFF002533	2 Destin
OCSO22OFF002536	2 Destin
OCSO22OFF002654	2 Destin
OCSO22OFF002692	3 Destin
OCSO22OFF004306	1 Destin
OCSO22OFF011075	2 Destin
OCSO22OFF013426	2 Destin
OCSO22OFF015510	2 Destin
OCSO22OFF003695	2 Destin
OCSO22OFF002442	2 Destin
OCSO22OFF010604	2 Destin
OCSO22ODD010994	2 Destin
OCSO22OFF009466	2 Destin
OCSO22OFF008262	2 Destin
OCSO22OFF006758	2 Destin
OCSO22OFF008949	2 Destin
OCSO22OFF003266	2 Destin
OCSO22OFF006824	2 Destin
OCSO22OFF007032	2 Destin
OCSO22OFF007091	2 Destin
OCSO22OFF007500	2 Destin
OCSO22OFF007720	2 Destin
OCSO22OFF003707	2 Destin
OCSO22OFF004088	2 Destin
OCSO22OFF007474	1 Destin
OCSO22OFF011438	2 Destin
OCSO22OFF003554	2 Destin
OCSO22OFF003515	1 Destin

OCSO22OFF009847	3 Destin
OCSO22OFF003158	2 Destin
OCSO22OFF003385	2 Destin
OCSO22OFF007967	2 Destin
OCSO22OFF008356	2 Destin
OCSO22OFF010449	2 Destin
OCSO22OFF004501	2 Destin
OCSO22OFF004554	2 Destin
OCSO22OFF005990	2 Destin
OCSO22OFF010905	2 Destin
OCSO22OFF010967	2 Destin
OCSO22OFF004276	2 Destin
OCSO22OFF004092	2 Destin
OCSO22OFF004087	2 Destin
OCSO22OFF004020	2 Destin
OCSO22OFF003878	2 Destin
OCSO22OFF004489	1 Destin
OCSO22OFF004414	2 Destin
OCSO22OFF002450	2 Destin
OCSO22OFF004444	2 Destin
OCSO22OFF004524	3 Destin
OCSO22OFF004768	2 Destin
OCSO22OFF003758	2 Destin
OCSO22OFF003776	2 Destin
FHP22ON0165464	2 Destin
OCSO22OFF004738	2 Destin
OCSO22OFF004994	2 Destin
OCSO22OFF004589	2 Destin
OCSO22OFF013862	2 Destin
OCSO22OFF004794	2 Destin
OCSO22OFF006418	2 Destin
OCSO22OFF004716	2 Destin
OCSO22OFF005034	2 Destin
OCSO22OFF004699	2 Destin
OCSO22OFF001510	2 Destin
OCSO22OFF005184	2 Destin
OCSO22OFF005183	2 Destin
OCSO22OFF005189	2 Destin
OCSO22OFF005002	2 Destin
OCSO22OFF006608	1 Destin
FHP22ON0175581	3 Unincorporated
OCSO22OFF004617	1 Destin
OCSO22OFF005325	2 Destin
OCSO22OFF005541	2 Destin
OCSO22OFF005485	2 Destin
OCSO22OFF005496	2 Destin
OCSO22OFF005612	2 Destin

OCSO22OFF005861	2 Destin
FHP22ON0181343	2 Unincorporated
OCSO22OFF004875	2 Destin
OCSO22OFF004791	2 Destin
OCSO22OFF005440	3 Destin
OCSO22OFF006829	2 Destin
OCSO22OFF005590	2 Destin
FHP22ON0215800	1 Destin
FHP22ON0220278	2 Unincorporated
OCSO22OFF006489	2 Destin
OCSO22OFF006442	2 Destin
OCSO22OFF008708	3 Destin
OCSO22OFF006303	2 Destin
OCSO22OFF011817	3 Destin
FHP22ON0230776	2 Destin
OCSO22OFF007534	2 Destin
OCSO22OFF007671	2 Destin
OCSO22OFF008102	2 Destin
OCSO22OFF008025	2 Destin
OCSO22OFF008109	1 Destin
OCSO22OFF008903	2 Destin
OCSO22OFF009688	1 Destin
OCSO22OFF006772	2 Destin
OCSO22OFF007041	3 Destin
OCSO22OFF004806	2 Destin
OCSO22OFF007387	2 Destin
OCSO22OFF016501	1 Destin
OCSO22OFF007052	2 Destin
OCSO22OFF007832	2 Destin
OCSO22OFF006709	2 Destin
OCSO22OFF007932	2 Destin
OCSO22OFF009954	2 Destin
OCSO22OFF010878	3 Destin
OCSO22OFF007765	2 Destin
OCSO22OFF008936	2 Destin
OCSO22OFF011980	2 Destin
OCSO22OFF009746	1 Destin
OCSO22OFF007777	2 Destin
OCSO22OFF008359	2 Destin
OCSO22OFF005310	2 Destin
OCSO22OFF015741	2 Destin
OCSO22OFF014563	2 Destin
OCSO22OFF008340	2 Destin
OCSO22OFF008945	2 Destin
OCSO22OFF008952	2 Destin
OCSO22OFF006830	1 Destin
OCSO22OFF007620	2 Destin

OCSO22OFF008988	2 Destin
OCSO22OFF010800	1 Destin
OCSO22OFF008677	2 Destin
OCSO22OFF009578	2 Destin
OCSO22OFF004705	2 Destin
OCSO22OFF004710	2 Destin
OCSO22OFF008836	3 Destin
OCSO22OFF008816	2 Destin
OCSO22OFF009337	2 Destin
OCSO22OFF008971	2 Destin
FHP22ON0387745	2 Unincorporated
OCSO22OFF009982	2 Destin
OCSO22OFF009323	2 Destin
OCSO22OFF009428	1 Destin
OCSO22OFF010185	2 Destin
OCSO22OFF009650	2 Destin
OCSO22OFF011581	2 Destin
OCSO22OFF009265	2 Destin
OCSO22OFF009004	2 Destin
OCSO22OFF006063	1 Destin
OCSO22OFF009261	2 Destin
OCSO22OFF009674	2 Destin
OCSO22OFF009532	2 Destin
OCSO22OFF009543	3 Destin
OCSO22OFF009225	2 Destin
OCSO22OFF010887	2 Destin
OCSO22OFF010286	2 Destin
OCSO22OFF009489	2 Destin
OCSO22OFF009242	3 Destin
OCSO22OFF11468	2 Destin
OCSO22OFF001334	2 Destin
OCSO22OFF010082	2 Destin
OCSO22OFF009654	2 Destin
OCSO22OFF009920	1 Destin
OCSO22OFF009916	2 Destin
FHP22ON0496671	2 Unincorporated
OCSO22OFF015378	2 Destin
OCSO22OFF010087	2 Destin
OCSO22OFF009791	2 Destin
OCSO22OFF010009	2 Destin
OCSO22OFF010393	2 Destin
OCSO22OFF010378	2 Destin
OCSO22OFF011151	2 Destin
FHP22ON0391023	2 Unincorporated
OCSO22OFF008605	2 Destin
OCSO22OFF009851	2 Destin
OCSO22OFF010474	1 Destin

FHP22ON0383772	2 Unincorporated
OCSO22OFF006441	2 Destin
OCSO22OFF011415	1 Destin
OCSO22OFF010707	2 Destin
OCSO22OFF010947	2 Destin
OCSO22OFF012498	3 Destin
OCSO22OFF011298	2 Destin
OCSO22OFF009737	3 Destin
FHP22ON0316120	2 Unincorporated
OCSO22OFF015795	2 Destin
OCSO22OFF011616	1 Destin
OCSO22OFF013358	3 Destin
OCSO22OFF012120	2 Destin
OCSO22OFF012396	2 Destin
OCSO22OFF015713	3 Destin
OCSO22OFF012101	2 Destin
OCSO22OFF014474	1 Destin
OCSO22OFF010644	3 Destin
OCSO22OFF012299	2 Destin
OCSO22OFF011797	3 Destin
OCSO22OFF007398	2 Destin
OCSO22OFF013782	2 Destin
OCSO22OFF009925	1 Destin
OCSO22OFF012184	2 Destin
OCSO22OFF012808	2 Destin
OCSO22OFF013150	2 Destin
OCSO22OFF013599	2 Destin
OCSO22OFF013985	3 Destin
OCSO22OFF016701	2 Destin
OCSO22OFF013570	2 Destin
OCSO22OFF013572	2 Destin
OCSO22OFF015610	2 Destin
OCSO22OFF011448	2 Destin
OCSO22OFF016495	1 Destin
OCSO22OFF014791	2 Destin
OCSO22OFF013873	2 Destin
OCSO22OFF014417	2 Destin
OCSO22OFF014462	1 Destin
OCSO22OFF014322	5 Destin
OCSO22OFF016650	3 Destin
OCSO22OFF015110	2 Destin
OCSO22OFF014860	2 Destin
OCSO22OFF016908	2 Destin
OCSO22OFF007773	4 Destin
OCSO22OFF015571	1 Destin
FHP22ON0598949	2 Unincorporated
OCSO22OFF016166	1 Destin

OCSO22OFF016488	2 Destin
OCSO22OFF011994	2 Destin
OCSO22OFF016362	2 Destin
OCSO22OFF015012	2 Destin
OCSO22OFF015201	2 Destin
OCSO22OFF015406	2 Destin
OCSO22OFF014789	2 Destin
OCSO22OFF016499	2 Destin
OCSO22OFF013584	2 Destin
OCSO22OFF014350	2 Destin
OCSO22OFF016656	2 Destin
OCSO22OFF015676	2 Destin

<u>TYPE_OF_INTERSECTION</u>	<u>ON_STREET_ROAD_HIGHWAY</u>
Four-Way Intersection	HWY 98
Four-Way Intersection	U.S. HWY 98
T-Intersection	GULFSTARR DR
Four-Way Intersection	US HIGHWAY 98
T-Intersection	US HWY 98
Four-Way Intersection	KELLY ST
Four-Way Intersection	AIRPORT RD
Four-Way Intersection	U.S.HWY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	AIRPORT ROAD
Four-Way Intersection	US HWY 98
Four-Way Intersection	HWY 98
T-Intersection	US HWY 98
T-Intersection	US HWY 98 EB
T-Intersection	HARBOR BLVD
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	US HWY 98
Not at Intersection	US-98 E
T-Intersection	EMERALD COAST PARKWAY
T-Intersection	KELLY ST
Four-Way Intersection	COMMONS DR EAST
Four-Way Intersection	HWY 98
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	AIRPORT RD
T-Intersection	EMERLAD COAST PARKWAY
Four-Way Intersection	SR 293
Four-Way Intersection	US HWY 98
T-Intersection	WB US HIGHWAY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	COMMONS DRIVE
Four-Way Intersection	EMERALD COAST PKWY
Not at Intersection	PALMS BLVD
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	SCENIC HIGHWAY 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	U.S. HIGHWAY 98
Four-Way Intersection	SR 293
Four-Way Intersection	STATE ROAD 293 (DANNY WUERFFEL WAY)
T-Intersection	HARBOR BLVD (SR 30)
T-Intersection	EMERALD COAST PKWY
T-Intersection	MATTHEW BOULEVARD
T-Intersection	REGATTA BAY BOULEVARD

Not at Intersection	US 98
T-Intersection	STATE ROAD 293 (DANNY WUERFFEL WAY)
T-Intersection	STATE ROAD 293
T-Intersection	BEACH DR
T-Intersection	KELL AIRE DR
Four-Way Intersection	MOUNTAIN DRIVE
Other	US HWY 98
Four-Way Intersection	US HWY 98 WB
T-Intersection	HARBOR WALK VILLAGE PARKING LOT
Four-Way Intersection	COMMONS DR W
T-Intersection	S.R. 293
Four-Way Intersection	GULF SHORES DR
Four-Way Intersection	US HWY 98
T-Intersection	US HWY 98
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	U.S. 98
Four-Way Intersection	EMERALD COAST PARKWAY WESTBOUND
Four-Way Intersection	EMERALD COAST PARKWAY EASTBOUND
T-Intersection	KELLY STREET
Not at Intersection	U.S. HWY 98
T-Intersection	AIRPORT RD
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	U.S. HIGHWAY 98
T-Intersection	HARBOR BLVD
Four-Way Intersection	STAHLMAN AVE
T-Intersection	HARBOR BLVD
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	HARBOR BLVD
Four-Way Intersection	HIGHWAY 98
Roundabout	W. COMMONS DR
Four-Way Intersection	US-98 E
Not at Intersection	US HWY 98
Four-Way Intersection	US HIGHWAY 98
T-Intersection	U.S. HWY 98
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	KELLY ST
Four-Way Intersection	HIGHWAY 98
T-Intersection	REGIONS WAY
Four-Way Intersection	HWY 98 E
Four-Way Intersection	EMERALD COAST PARKWAY EASTBOUND
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	SR-293 S
Four-Way Intersection	HUTCHINSON ST
T-Intersection	HARBOR BOULEVARD

Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	HARBOR BLVD
Not at Intersection	US HWY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	HARBOR BOULEVARD
Four-Way Intersection	HWY 98
T-Intersection	U.S. HWY 98
T-Intersection	SCENIC HWY 98
Four-Way Intersection	STATE ROAD 293
T-Intersection	EMERALD COAST PKWY
Four-Way Intersection	US HWY 98
Other	HARBOR BLVD
Not at Intersection	PALMETTO ST
Four-Way Intersection	BEACH
Four-Way Intersection	US HWY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	US 98
Four-Way Intersection	MATHEW BLVD
T-Intersection	AZALEA DR
T-Intersection	PALMS ST
Four-Way Intersection	STATE ROAD 293
Not at Intersection	HARBOR BLVD
Four-Way Intersection	CRYSTAL BEACH DR
T-Intersection	MALTEZOS ST
T-Intersection	U.S. HWY 98
Not at Intersection	U.S. HWY 98
Four-Way Intersection	HARBOR BLVD
T-Intersection	CALHOUN AVE
Four-Way Intersection	EMERALD COAST PKWY
Other	US HWY 98
Other	US HWY 98
T-Intersection	US HWY 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	MAIN ST
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	HWY 98
Four-Way Intersection	TEQUESTA DR
Four-Way Intersection	US-98
Not at Intersection	US 98
Not at Intersection	AIRPORT RD
Not at Intersection	COMMONS DRIVE
Not at Intersection	US HWY 98
Not at Intersection	US HWY 98
Four-Way Intersection	COMMONS DR W

Not at Intersection	US HWY 98
Four-Way Intersection	US HWY 98
T-Intersection	AIRPORT ROAD
Not at Intersection	COMMONS DR
Four-Way Intersection	US HWY 98 WB
T-Intersection	INDUSTRIAL PARK LANE
T-Intersection	U.S. HWY 98
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	U.S. HWY 98
T-Intersection	US HWY 98
T-Intersection	CALHOUN AVE
Four-Way Intersection	CRYSTAL BEACH DR
Four-Way Intersection	HWY 98
T-Intersection	INDIAN BAYOU TRAIL
Four-Way Intersection	U.S. HWY 98
Other	US HWY 98
Four-Way Intersection	HARBOR BLVD WEST
T-Intersection	EMERALD COAST PKWY PARKING LOT
Four-Way Intersection	US HWY 98
Four-Way Intersection	U.S. HWY 98
T-Intersection	US HWY 98
Four-Way Intersection	US HIGHWAY 98 (EMERALD COAST PKWY)
Four-Way Intersection	COMMONS DRIVE E
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	MOUNTAIN DR
Four-Way Intersection	EMERALD COAST PARKWAY
Not at Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	HARBOR BOULEVARD
T-Intersection	US98 EB
Four-Way Intersection	BENNING DR
Four-Way Intersection	AIRPORT RD
T-Intersection	PALMETTO ST
T-Intersection	US 98
Four-Way Intersection	US 98
T-Intersection	PALMS ST
T-Intersection	U.S. HWY 98
Four-Way Intersection	US 98
Four-Way Intersection	SR-293 N
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	US HWY 98 WB
Four-Way Intersection	US HWY 98
T-Intersection	LEGENDARY MARINA DRIVE
T-Intersection	HWY 98 E

Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	US HWY 98 EB
Not at Intersection	US HWY 98 WB
Four-Way Intersection	HWY 98 E
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	RESTAURANT ROW
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	FOREST ST
T-Intersection	US-98 W
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	US HWY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	US HWY 98
T-Intersection	MAIN STREET
T-Intersection	TWIN LAKES LN
Four-Way Intersection	RESTAURANT ROW
Four-Way Intersection	US 98
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	EMERALD COAST PARKWAY EASTBOUND
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	STATE ROAD 293
Four-Way Intersection	MAIN ST
T-Intersection	HARBOR BLVD
Four-Way Intersection	AIRPORT RD
T-Intersection	SCENIC HWY 98
T-Intersection	COMMONS DRIVE
Not at Intersection	E. COMMONS DR
Four-Way Intersection	US-98 W
T-Intersection	US HIGHWAY 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	HARBOR BLVD
T-Intersection	CALHOUN
Four-Way Intersection	HWY 98
Roundabout	MOUNTAIN DRIVE
Four-Way Intersection	HARBOR BLVD
T-Intersection	HWY 98
Four-Way Intersection	LEGION DR
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	AIRPORT RD
Four-Way Intersection	US HIGHWAY 98

Four-Way Intersection	US HWY 98
Other	TRANQUILITY LN
Not at Intersection	GULF SHORE DR
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	US 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	U.S. HWY 98
T-Intersection	HARBOR BLVD
Four-Way Intersection	US 98
Four-Way Intersection	US HIGHWAY 98
T-Intersection	US HWY 98 WB
T-Intersection	MAIN STREET
T-Intersection	US HIGHWAY 98
T-Intersection	LEGION DR
T-Intersection	US HWY 98 WB
Four-Way Intersection	SCENIC HWY 98
Four-Way Intersection	US HWY 98
T-Intersection	HARBOR BLVD
T-Intersection	HARBOR BLVD
Four-Way Intersection	KELLY ST
Four-Way Intersection	SR-293 S
Four-Way Intersection	US HWY 98
Four-Way Intersection	US-98 E
Not at Intersection	AIRPORT RD
Four-Way Intersection	MOUNTAIN DR
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	KELLY ST
T-Intersection	US 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	US 98
Four-Way Intersection	US HWY 98
T-Intersection	HWY 98 E
Four-Way Intersection	S.R. 293
Four-Way Intersection	HENDERSON BEACH ROAD
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	MOUNTAIN DR
T-Intersection	HARBOR BLVD
Not at Intersection	U.S. HWY 98
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	HWY 98
T-Intersection	HARBOR BLVD
Not at Intersection	ZERBE ST
Four-Way Intersection	HIGHWAY 98
T-Intersection	EMERALD COAST PARKWAY

Four-Way Intersection	MOUNTAIN DRIVE
Four-Way Intersection	HIGHWAY 98
T-Intersection	HWY 98
T-Intersection	HWY 98
T-Intersection	HWY 98
Four-Way Intersection	MATTHEW BLVD
Four-Way Intersection	U.S. HIGHWAY 98 WB
Four-Way Intersection	U.S. HIGHWAY 98 W
Four-Way Intersection	U.S. HIGHWAY 98 WB
Four-Way Intersection	US HWY 98
Roundabout	COMMONS DR W
Four-Way Intersection	SR-293 S
Four-Way Intersection	GULF SHORE DR
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	US 98
T-Intersection	BEACH DR
Four-Way Intersection	HARBOR BOULEVARD
T-Intersection	MAIN ST
Four-Way Intersection	STATE ROAD 293 (DANNY WUERFEL WAY)
Four-Way Intersection	MAIN ST N
Four-Way Intersection	US HWY 98 WB
T-Intersection	US HWY 98 W
Roundabout	BENNING DR
T-Intersection	BEACH DR
Four-Way Intersection	EMERALD COAST PKWY
Other	US HWY 98 WB
Not at Intersection	U.S. HWY 98
Four-Way Intersection	U.S. HWY 98
T-Intersection	US HIGHWAY 98
T-Intersection	US HIGHWAY 98
T-Intersection	US HIGHWAY 98
Not at Intersection	U.S. HWY 98 NEAR HENDERSON BEACH DR
Four-Way Intersection	US HWY 98
Four-Way Intersection	US-98 E
Four-Way Intersection	STATE ROAD 293 (DANNY WUERFFEL WAY)
Four-Way Intersection	U.S. HWY 98
T-Intersection	STATE ROAD 293
T-Intersection	U.S. HWY 98
Four-Way Intersection	STATE ROAD 293
Four-Way Intersection	4402 COMMONS DR E
T-Intersection	GULF SHORE DR
Four-Way Intersection	STATE ROAD 293
Four-Way Intersection	EMERALD COAST PKWY
Not at Intersection	US HIGHWAY 98
Not at Intersection	EMERALD COAST PKWY
Four-Way Intersection	EMERALD COAST PKWY

T-Intersection	HARBOR BLVD
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	W US HIGHWAY 98
T-Intersection	MAIN ST
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	COMMONS DR W
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	HUTCHINSON ST
Four-Way Intersection	EMERALD COAST PKWY
Other	COMMONS DR W
Four-Way Intersection	US 98 (EMERALD COAST PKWY)
T-Intersection	PARAISO BLVD
Four-Way Intersection	MAIN STREET
Four-Way Intersection	U.S. HWY 98
T-Intersection	AIRPORT RD
Four-Way Intersection	KELLY ST
T-Intersection	EMERALD COAST PARKWAY
T-Intersection	AIRPORT RD
T-Intersection	GULF SHORE DR
T-Intersection	STAHLMAN AVE
Four-Way Intersection	INDIAN BAYOU TRAIL
Four-Way Intersection	HWY 98 E
T-Intersection	US HWY 98
Four-Way Intersection	STATE ROAD 293
Four-Way Intersection	SR-293 N
Four-Way Intersection	STATE ROAD 293 (DANNY WUERFFEL WAY)
Four-Way Intersection	GULF SHORE DR
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	U.S. HWY 98
Not at Intersection	U.S. HWY 98 NEAR
Four-Way Intersection	VENUE EMERALD COAST
Other	BLOCK HWY 98 EAST
Four-Way Intersection	GULF SHORE DR
T-Intersection	SCENIC HIGHWAY 98
T-Intersection	HARBOR BLVD
Four-Way Intersection	HARBOR BLVD AND STAHLMAN AVE
Four-Way Intersection	MAIN ST
Not at Intersection	VILLAGE WAY
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	EMERALD COAST PARKWAY
Other	AIRPORT RD
T-Intersection	SCENIC HWY 98
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	W HWY 98
Four-Way Intersection	US 98
Not at Intersection	US HWY 98 EB

Four-Way Intersection	SR-293 N
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	VININGS WAY BLVD
Four-Way Intersection	U.S. HWY 98
T-Intersection	U.S. HWY 98
Four-Way Intersection	US 98
Four-Way Intersection	MATTHEW BLVD AT U.S. HWY 98
Four-Way Intersection	U.S. HWY 98
T-Intersection	US HWY 98
Other	U.S. HWY 98
T-Intersection	SCENIC HWY 98
Four-Way Intersection	US 98
Four-Way Intersection	US 98 EAST BOUND
Four-Way Intersection	EMERALD COAST PARKWAY
T-Intersection	US HWY 98
Four-Way Intersection	MAIN ST
Four-Way Intersection	US HWY 98 E
Four-Way Intersection	HWY 98 E
T-Intersection	US 98
Four-Way Intersection	GULF SHORE DR
Four-Way Intersection	AIRPORT RD
Four-Way Intersection	US HWY 98 EB
T-Intersection	SCENIC HWY 98
T-Intersection	US98
T-Intersection	STAHLMAN AVE
Four-Way Intersection	SR 293
Four-Way Intersection	HWY 98 E
Four-Way Intersection	US HWY 98
Four-Way Intersection	COBIA ST
T-Intersection	MATTHEW BLVD
Not at Intersection	HWY 98 E
Four-Way Intersection	MAIN ST
T-Intersection	HARBOR BLVD
Four-Way Intersection	US 98
T-Intersection	AIRPORT RD
Four-Way Intersection	US HWY 98 WB
Four-Way Intersection	GULF SHORE DR
Four-Way Intersection	SR-293 S
Four-Way Intersection	US HWY 98
Four-Way Intersection	EMERALD COAST PARKWAY
T-Intersection	US HWY 98
T-Intersection	34905 EMERALD COAST PARKWAY
Four-Way Intersection	4475 COMMONS DR W
Four-Way Intersection	US HWY 98
Four-Way Intersection	SCENIC US HIGHWAY 98
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	US-98-SCENIC

T-Intersection	HUTCHISON RD
Four-Way Intersection	U.S. HWY 98
T-Intersection	LEGENDARY MARINA DR
Four-Way Intersection	US HWY 98
Four-Way Intersection	MAIN ST S
Four-Way Intersection	MATTHEW BLVD
T-Intersection	VININGS WAY BLVD
T-Intersection	U.S. HWY 98
Four-Way Intersection	US 98
Four-Way Intersection	EMERALD COAST PARKWAY
T-Intersection	AIRPORT RD
Four-Way Intersection	EB HIGHWAY 98
T-Intersection	US-98-SCENIC
T-Intersection	BEACH DR
T-Intersection	AIRPORT RD
Four-Way Intersection	U.S HWY 98
Not at Intersection	US HWY 98
Not at Intersection	US HWY 98
T-Intersection	US HWY 98
Four-Way Intersection	US HWY 98
Other	US HWY 98
T-Intersection	HWY 98 E
T-Intersection	HARBOR BLVD
T-Intersection	W HWY 98
Four-Way Intersection	MATTHEW BLVD
Four-Way Intersection	US HWY 98 EB
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	STATE ROAD 293
Four-Way Intersection	SR 293
T-Intersection	US HWY 98
Four-Way Intersection	SANDPIPER COVE
Four-Way Intersection	US HWY 98
Four-Way Intersection	US HWY 98
T-Intersection	ELISE LN
Four-Way Intersection	SIBERT
Four-Way Intersection	US-98 W
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	US HWY 98
T-Intersection	PALMETTO ST
T-Intersection	HARBOR BLVD
T-Intersection	US HWY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	U.S HWY 98
Not at Intersection	US HIGHWAY 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	US HWY 98

T-Intersection	HARBOR BLVD
T-Intersection	AIRPORT RD
Four-Way Intersection	STALHMAN AVE
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	MAIN ST
T-Intersection	HARBOR BLVD
Four-Way Intersection	US HIGHWAY 98
T-Intersection	MAIN ST N
T-Intersection	HARBOR BLVD
Four-Way Intersection	US-98 E
Four-Way Intersection	US HWY 98
Not at Intersection	HIGHWAY 98
T-Intersection	MAIN ST
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	US 98
Four-Way Intersection	KELLY ST
T-Intersection	US HWY 98
Four-Way Intersection	MOUNTAIN DRIVE
Four-Way Intersection	STATE ROAD 293 (DANNY WUERFFEL WAY)
Four-Way Intersection	US HWY 98
T-Intersection	U.S. HWY 98
Four-Way Intersection	E COMMONS DR
Four-Way Intersection	US HWY 98 WESTBOUND
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	US HWY 98
T-Intersection	US HWY 98
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	HIGHWAY 98
T-Intersection	CALHOUN AVE
Four-Way Intersection	AIRPORT RD
Not at Intersection	EMERALD COAST PKWY
Not at Intersection	EMERALD COAST PKWY
Four-Way Intersection	US 98
Four-Way Intersection	SIBERT AVE
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	US HWY 98
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	US HWY 98
Four-Way Intersection	U S HIGHWAY 98
Four-Way Intersection	US 98
Four-Way Intersection	AIRPORT RD
Four-Way Intersection	US SCENIC 98
Four-Way Intersection	HWY 98 E

Four-Way Intersection	EMERALD COAST PKWY
Not at Intersection	AIRPORT ROAD
Other	MATTHEW BLVD
T-Intersection	COMMONS DRIVE
Four-Way Intersection	US HWY 98 EB
Four-Way Intersection	MOUNTAIN DR
Four-Way Intersection	US HWY 98
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	REGATTA BAY BLVD
Not at Intersection	EMERAL COAST PARKWAY
Four-Way Intersection	EMERALD COAST PARKWAY
Y-Intersection	AIRPORT RD
Four-Way Intersection	HWY 98 WEST
Y-Intersection	US HWY 98
Four-Way Intersection	AIRPORT RD
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	HWY 98 EAST
Four-Way Intersection	US HIGHWAY 98
Not at Intersection	HARBOR BLVD
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	AIRPORT RD
Y-Intersection	STAHLMAN AVE
Four-Way Intersection	HENDERSON BEACH RD
Not at Intersection	US HIGHWAY 98
Four-Way Intersection	MOUNTAIN DR
Four-Way Intersection	US 98
T-Intersection	SCENIC HWY 98
T-Intersection	US HWY 98
Four-Way Intersection	US HWY 98
Not at Intersection	AIRPORT ROAD
T-Intersection	US HIGHWAY 98
Not at Intersection	US HIGHWAY 98
T-Intersection	US HWY 98
T-Intersection	W HWY 98
Other	US HIGHWAY 98
T-Intersection	CALHOUN AVE
Roundabout	COMMONS DRIVE W
Four-Way Intersection	SIBERT AVE
Four-Way Intersection	CRYSTAL BEACH DR
Not at Intersection	22281 EMERALD COAST PKWY (US HWY 98)
Four-Way Intersection	US HWY 98 EB
Four-Way Intersection	STAHLMAN AVE
Four-Way Intersection	COMMONS DR W
Four-Way Intersection	US HWY 98
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	US HWY 98 (EMERALD COAST PKWY)

Four-Way Intersection	COMMONS DRIVE
Four-Way Intersection	STATE ROAD 293
T-Intersection	U.S HWY 98
Four-Way Intersection	SR-293 N
Four-Way Intersection	HARBOR BOULEVARD
Four-Way Intersection	SR-293 S
Four-Way Intersection	AIRPORT ROAD
Not at Intersection	MAIN ST
Four-Way Intersection	HWY 98 E
Four-Way Intersection	S MAIN ST
Four-Way Intersection	US 98 HIGHWAY
Not at Intersection	GULF SHORE DRIVE
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	MARLER ST
T-Intersection	REGATTA BAY BLVD
Four-Way Intersection	US HWY 98
Not at Intersection	US HWY 98
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	GULFSTARR DR
Four-Way Intersection	STATE ROAD 293
Four-Way Intersection	STATE ROAD 293
Four-Way Intersection	COMMONS WAY
T-Intersection	LEGION DR
Not at Intersection	US HWY 98
Not at Intersection	US HWY 98
Not at Intersection	EMERALD COAST PKWY
Four-Way Intersection	AIRPORT RD
T-Intersection	U.S. HIGHWAY 98
Four-Way Intersection	PRIVATE DRIVE (CRAFT BAR)
Four-Way Intersection	US 98
T-Intersection	US 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	US HWY 98 EB
T-Intersection	AIRPORT RD
Four-Way Intersection	MATTHEW BLVD
Four-Way Intersection	U.S.HIGHWAY 98
Four-Way Intersection	EB US HIGHWAY 98
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	TRANQUILITY LN
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	TRIUMPH RD
Four-Way Intersection	US-98 W
Four-Way Intersection	SIBERT AVE
Four-Way Intersection	HWY 98 E
Four-Way Intersection	HWY 98 E

Not at Intersection	GULF SHORE DR	
T-Intersection	AIRPORT RD	
Four-Way Intersection	HARBOR BLVD	
T-Intersection	U.S. HWY 98	
T-Intersection	BENNING DR	
Other	U.S. HWY 98	
Four-Way Intersection	US HWY 98	
Four-Way Intersection	EMERALD COAST PKWY	
Four-Way Intersection	EMERALD COAST PARKWAY	
Four-Way Intersection	STAHLMAN AVE	
Four-Way Intersection	WHOLE FOODS MARKET DESTIN	269-7400
Four-Way Intersection	HWY 98 E	
Four-Way Intersection	EMERALD COAST PKWY	
Four-Way Intersection	EMERALD COAST PKWY	
T-Intersection	BEACH DR	
T-Intersection	HARBOR BLVD	
Four-Way Intersection	US HWY 98	
T-Intersection	AIRPORT ROAD	
T-Intersection	U.S. HIGHWAY 98	
Four-Way Intersection	US 98	
Four-Way Intersection	EMERALD COAST PARKWAY	
Four-Way Intersection	EMERALD COAST PARKWAY	
Four-Way Intersection	EMERALD COAST PARKWAY	
Not at Intersection	HIGHWAY 98	
T-Intersection	HARBOR BLVD	
Four-Way Intersection	US-98 W	
Four-Way Intersection	EMERALD COAST PARKWAY	
T-Intersection	AIRPORT ROAD	
Four-Way Intersection	US HIGHWAY 98	
Not at Intersection	U.S. HWY 98	
T-Intersection	FD STATION 9 (DESTIN FIRE CENTRAL)	
T-Intersection	US SCENIC HWY 98	
Four-Way Intersection	HWY 98 E	
Four-Way Intersection	US HIGHWAY 98	
Four-Way Intersection	US 98	
T-Intersection	ELISE LN	
Four-Way Intersection	US HIGHWAY 98 WB	
Four-Way Intersection	HARBOR BLVD	
Four-Way Intersection	WB US HIGHWAY 98	
Four-Way Intersection	HIGHWAY 98	
Four-Way Intersection	EB HIGHWAY 98	
T-Intersection	HARBOR BLVD	
T-Intersection	US 98	
Four-Way Intersection	WB US HIGHWAY 98	
Four-Way Intersection	MATTHEW BLVD	
Four-Way Intersection	US HWY 98	
Four-Way Intersection	US HWY 98	

T-Intersection	MAIN ST
Not at Intersection	AIRPORT ROAD
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	CRYSTAL BEACH DR
Not at Intersection	EMERALD COAST PKWY
T-Intersection	SCENIC HWY 98
T-Intersection	AIRPORT RD
Not at Intersection	US 98
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	US 98
T-Intersection	PALMS STREET
T-Intersection	US 98
Four-Way Intersection	BEACH DR
Four-Way Intersection	US 98
T-Intersection	INDIAN BAYOU DR
Four-Way Intersection	EMERALD COAST PARKWAY
T-Intersection	BENNING DR
Not at Intersection	U.S. HIGHWAY 98
T-Intersection	GULF SHORE DR
Four-Way Intersection	HWY 98 WB
T-Intersection	HIGHWAY 98 / AIRPORT ROAD
Four-Way Intersection	HWY 98 E
T-Intersection	US SCENIC HIGHWAY 98
Other	U.S. HIGHWAY 98
Four-Way Intersection	UTILITY ROAD
T-Intersection	AMHURST CIRCLE
Four-Way Intersection	US HWY 98 WB
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	REGATTA BAY BLVD
T-Intersection	GRAND PALMS BLVD
Four-Way Intersection	US HIGHWAY 98
Not at Intersection	U.S HWY 98 E
Four-Way Intersection	U.S HWY 98
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	BENNING DRIVE
Not at Intersection	U.S HWY 98 E
Not at Intersection	U.S HWY 98 E
Not at Intersection	U.S HWY 98 E
Four-Way Intersection	U.S HWY 98 W
Traffic Circle	COMMONS DR
T-Intersection	GRAND PALMS BLVD
Four-Way Intersection	SCENIC HWY 98
T-Intersection	EMERALD COAST PKWY
Not at Intersection	SCENIC HIGHWAY 98
Four-Way Intersection	EMERALD COAST PKWY
Other	U.S. HIGHWAY 98

Four-Way Intersection	HWY 98
Not at Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	SHIRAH ST
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	U.S. HWY 98
T-Intersection	HARBOR BLVD
Four-Way Intersection	MOUNTAIN DR
Four-Way Intersection	EMERALD COAST PKWY
Other	US HWY 98 WB
Four-Way Intersection	US HWY 98 WB
T-Intersection	CUSTOM CONCEPTS TATTOO AND DESGIN LLC
Four-Way Intersection	MAIN ST
Four-Way Intersection	AIRPORT RD
T-Intersection	SCENIC HWY 98
Four-Way Intersection	US HIGHWAY 98
Roundabout	COMMONS DRIVE
T-Intersection	BEACH DRIVE
Four-Way Intersection	SR 293
Four-Way Intersection	US 98
Four-Way Intersection	US HWY 98
T-Intersection	POMPANO ST
Four-Way Intersection	U.S. HIGHWAY 98
Four-Way Intersection	U.S HIGHWAY 98
Four-Way Intersection	STATE ROAD 293
Not at Intersection	HARBOR BLVD
Four-Way Intersection	US HWY 98
Other	HARBOR BLVD
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	AIRPORT RD
Four-Way Intersection	MATTHEW BLVD
Four-Way Intersection	AIRPORT RD
Four-Way Intersection	US HWY 98
Four-Way Intersection	HIGHWAY 98 DESTIN
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	US 98
Four-Way Intersection	HIGHWAY 98
T-Intersection	AIRPORT RD
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	KELLY ST
Four-Way Intersection	STATE ROAD 293
T-Intersection	US HIGHWAY 98
T-Intersection	HARBOR BLVD
Other	HARBOR BLVD
T-Intersection	US HWY 98
T-Intersection	KELLY ST
T-Intersection	U.S. HWY 98

Four-Way Intersection	US-98 W
Four-Way Intersection	COMMONS DRIVE
T-Intersection	PALMS ST
T-Intersection	PALM STREET
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	US HWY 98
Other	EMERALD COAST PKWY
T-Intersection	CHATEAU LA MAR
Four-Way Intersection	COMMONS DRIVE
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	US 98
Four-Way Intersection	EMERALD COAST PARKWAY
Not at Intersection	HIGHWAY 98
Not at Intersection	HIGHWAY 98
Not at Intersection	STATE ROAD 293
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	GULF SHORE DR
Four-Way Intersection	US 98 HWY
Four-Way Intersection	MATTHEW BLVD
Four-Way Intersection	BEACH DR
Four-Way Intersection	AIRPORT RD
Four-Way Intersection	GULF SHORE DR.
T-Intersection	US HWY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	STATE ROAD 293
T-Intersection	AIRPORT RD
Four-Way Intersection	US HWY 98
T-Intersection	HARBOR BLVD
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	US-98 W
Four-Way Intersection	HWY 293
Four-Way Intersection	GULF SHORE DR.
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	HWY 98 E
T-Intersection	AIRPORT ROAD
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	GULF TERRACE DR
Four-Way Intersection	LUKE AVE X CRYSTAL BEACH DR
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	AIRPORT RD X MAIN ST
Four-Way Intersection	US HWY 98
Four-Way Intersection	EMERALD COAST PARKWAY DESTIN FLORIDA
Four-Way Intersection	US HIGHWAY 98
T-Intersection	US HIGHWAY 98
Four-Way Intersection	MOUNTAIN DR.
T-Intersection	US HIGHWAY 98 SCENIC
Four-Way Intersection	US HIGHWAY 98

Four-Way Intersection	EMERALD COAST PARKWAY
T-Intersection	AIRPORT RD
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	SR-293 N
Four-Way Intersection	HARBOR BLVD
T-Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	US HWY 98
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	HWY 98
Four-Way Intersection	STATE ROAD 293 (DANNY WUERFFEL WAY)
Four-Way Intersection	HARBOR BLVD
Not at Intersection	US HWY 98 EB
Four-Way Intersection	US HWY 98
Other	U.S. HIGHWAY 98
T-Intersection	INDIAN TRAIL
Four-Way Intersection	US HWY 98
Four-Way Intersection	EMERALD COAST PKWY / HUTCHINSON STREET
Four-Way Intersection	US HIGHWAY 98
Not at Intersection	US HWY 98
Four-Way Intersection	U.S. HIGHWAY 98
T-Intersection	US HIGHWAY 98
Four-Way Intersection	US HIGHWAY 98
T-Intersection	AIRPORT RD
Four-Way Intersection	HIGHWAY 98 A
T-Intersection	AIRPORT ROAD
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	EMERALD COAST PARKWAY
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	HUTCHINSON ST
Four-Way Intersection	US HWY 98
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	EMERALD COAST PKWY
Four-Way Intersection	HENDERSON BEACH RD
Four-Way Intersection	MAIN ST S
Four-Way Intersection	COMMONS DRIVE
Four-Way Intersection	SR 293
Not at Intersection	EMERALD COAST PKWY
Four-Way Intersection	U.S. HIGHWAY 98
Other	HWY 98
T-Intersection	HIGHWAY 98
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	AIRPORT ROAD
T-Intersection	COMMONS DRIVE
T-Intersection	COMMONS DRIVE
Four-Way Intersection	S MAIN ST
Four-Way Intersection	US HWY 98

Not at Intersection	STATE ROAD 293 (DANNY WUERFFEL WAY)
Four-Way Intersection	US 98
Four-Way Intersection	U.S. HIGHWAY 98
Four-Way Intersection	EMERALD COAST PARKWAY (US HWY 98)
Y-Intersection	COMMONS DR.
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	HWY 98 E
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	STATE ROAD 293
Four-Way Intersection	EMERALD COAST PARKWAY
T-Intersection	MARLER ST
T-Intersection	HARBOR BLVD
Four-Way Intersection	S MAIN ST
Roundabout	COMMONS DR E
Four-Way Intersection	US HIGHWAY 98
T-Intersection	HOME DEPOT 650-4175 EXT 100 OR 102
T-Intersection	STAHLMAN AVE
Four-Way Intersection	GULF SHORE DR.
T-Intersection	HARBOR BLVD
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	US HIGHWAY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	EMERALD COAST PKWY
T-Intersection	GULF SHORE DRIVE
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	MATTHEW BLVD
Not at Intersection	US HWY 98
Four-Way Intersection	US HWY 98 WB
T-Intersection	BENNING DR
T-Intersection	MAIN STREET
T-Intersection	SR.30 HARBOR BOULEVARD
Four-Way Intersection	U.S. HIGHWAY 98
T-Intersection	AIRPORT ROAD
T-Intersection	VININGS WAY BLVD
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	AIRPORT RD.
T-Intersection	HUTCHINSON STREET
Four-Way Intersection	U.S. HWY 98
T-Intersection	US HWY 98
Four-Way Intersection	US HWY 98
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	EMERALD COAST PARKWAY DESTIN FL
Four-Way Intersection	US HWY 293
Four-Way Intersection	HARBOR BLVD
Four-Way Intersection	STATE ROAD 293
Four-Way Intersection	MATTHEW BLVD / EMERALD COAST PKWY

Four-Way Intersection	EMERAMLD COAST PKWY
Four-Way Intersection	MOUNTAIN DR.
T-Intersection	MORENO POINT RD
Four-Way Intersection	COMMONS DR
T-Intersection	U.S. HIGHWAY 98
Four-Way Intersection	U.S. HWY 98
Four-Way Intersection	HIGHWAY 98
Four-Way Intersection	TARGET PARKING LOT
Four-Way Intersection	EMERALD COAST PKWY
Four-Way Intersection	HARBOR BLVD
T-Intersection	LEGION DR
Four-Way Intersection	LEGENDARY DR

<u>FROM_INTERSECTION_OF</u>	<u>FEET_FROM_INTERSECTION</u>
BEACH DR	0
INDIAN BAYOU TRAIL	0
EB US HIGHWAY 98	0
HUTCHINSON ST	0
MAIN STREET	0
BEACH DR	0
MAIN ST	0
HUTCHINSON ST	
GULF SHORE DRIVE	0
MAIN STREET	0
GULF SHORE DRIVE	0
MATTHEW BLVD	
KELLY PLANTATION DR	98
MAIN STREET	0
MELVIN ST	0
GULF SHORE DR	7
STALHMAN	11
AIRPORT RD	112
TRIUMPH RD	1626
EVERGREEN DR	0
STATE ROAD 293	0
SR 293	0
HUTCHINSON ST	39
HWY 98 E	0
HWY 98 E	8
HWY 98 E	0
HWY 98	0
HENDERSON BEACH RD	0
CALHOUN AVE	0
REGIONS WAY	0
RESTURANT ROW	85
US.HIGHWAY 98	
HENDERSON BEACH RD	49
GULF SHORE DR	
REGIONS WAY	0
RESTAURANT ROW	0
ISLE OF PALMS BLVD	0
PALM ST	0
REGATTA BAY BLVD	7
COMMONS DR E	0
COMMONS BOULEVARD	0
PALMETTO ST	0
PARAISO BLVD	0
US HIGHWAY 98 (STATE ROAD 30)	7
U.S. HIGHWAY 98	4

GULF SHORE DRIVE	134
LEGENDARY DRIVE	0
COMMONS DRIVE EAST	0
LEGION DR	0
AIRPORT RD	
PALMETTO STREET	0
PALM STREET	
TRIUMPH RD	
U.S. HWY 98	
4385 COMMONS DR W	
KELLY PLANTATION DR	
US HIGHWAY 98	
HWY 293	0
BENNING DRIVE	499
HUTCHINSON ST	0
REGIONS WAY	0
HUTCHINSON ST	17
INDIAN BAYOU TRAIL	0
MAIN STREET	30
STAHLMAN AVE	
	283
REGIONS WAY	0
CRYSTAL BEACH DR	34
MAIN ST	105
HARBOR BLVD	0
MARLER ST NW	0
CRYSTAL BEACH DR	0
BENNING DR	137
HENDERSON BEACH DRIVE	20
INDIAN BAYOU TRL	
AIRPORT ROAD	0
TRIUMPH ROAD	
HENDERSON BEACH ROAD	699
MAIN ST	0
MAIN STREET	151
EMERALD BAY DR	0
AIRPORT ROAD	0
SIBERT AVE	0
HENDERSON BEACH RD	0
CRYSTAL BEACH DRIVE	7
HENDERSON BEACH RD	100
CALUSA BLVD	7
MAIN ST N	0
STAHLMAN AVE	0
COMMONS BLVD	0
LUKE AVE	0
PALMETTO DRIVE	0

GULF SHORE DR		0
REGATTA BAY BLVD		0
AIRPORT RD		36
REGATTA BAY BLVD		10
HENDERSON BEACH DR		0
GULF SHORE DRIVE		311
MATTHEW BLVD		0
TRIUMPH RD		1543
CRYSTAL BEACH DR		
COMMONS DRIVE		0
TRIUMPH DR		1414
STAHLMAN AVE		5
PALMETTO ST		11
HRBOR BLVD		6
NOUTAIN		
CRYSTAL BEACH DR		55
SANDPRINT DR		0
REGIONS WAY		0
US98		2
BENNING DR		0
	98	0
COMMONS BOULEVARD		0
MAIN STREET		0
CRYSTAL BEACH DR		22
BENNING DR		0
TRIUMPH DR		
S.R. 293		
BEACH DR.		77
SIBERT AVE		10
		1331
STAHLMAN AVENUE		
PALM STREET		
BENNING DR		260
SCENIC HWY 98		0
RESTAURANT ROW		5
98 PALMS BLVD		0
RESTAURANT ROW		0
DESTIN COMMONS ENTRANCE		0
RESTAURANT ROW		0
U.S.HWY 98		0
TEQUESTA DRIVE		0
BENNING DRIVE		151
QUAIL CIRCLE		283
HENDERSON BEACH ROAD		50
TEQUESTA DR		49
KEL-WEN CIRCLE		
COMMONS ALLEY		0

CALHOUN AVE	98
BEACH DR	0
INDUSTRIAL PARK LN	0
PARAISO BLVD	26
MATTHEW BOULEVARD	42
AIRPORT ROAD	7
GULF STAR DR	5
LEGENDARY DR	114
PALMS ST	
PALMETTO ST	0
ZERBE ST	0
US HWY 98 (SR 30)	0
S.R. 293	0
U.S. 98	0
MAIN ST	0
PALMETTO ST	
STAHLMAN AVE	38
HUTCHINSON STREET	22
TRISTA TERRACE CT	7
CALHOUN AVE	0
LEGENDARY DRIVE	10
COMMONS DRIVE	0
STAHLMAN AVE	1
REGATTA BAY RD	313
PALMETTO ST	0
MATTHEW BOULEVARD	49
MATTHEW BLVD	254
CRYSTAL BEACH	
HENDERSON BEACH DR	0
AIRPORT ROAD	38
BEACH DRIVE	125
MAIN ST	0
KELLY ST	0
MAIN ST S	0
PALMETTO ST	9
PARAISO BLVD	
CRYSTAL BEACH DRIVE	
US HWY 98	0
TRIUMPH DR	1193
RESTAURANT ROW	
US HWY 98	0
TEQUESTA DR	0
CRYSTAL BEACH DR	
CRYSTAL BEACH DR	77
STATE ROAD 293	21
HWY 98 E	217

CRYSTAL BEACH DRIVE	0
BEACH DR	0
MATTHEW BLVD	0
MATTHEW BLVD	154
GULF SHORE DR	
MAIN ST	49
EMERALD COAST PARKWAY	5
MAIN STREET	0
GULF SHORE DRIVE	0
SIBERT	0
PALM ST	0
GULF SHORE DR	
STAHLMAN AVE	
REGATTA BAY BLVD	0
MAIN ST	0
MATTHEW BLVD	0
AIRPORT ROAD	200
INDIAN BAYOU TL	0
KELLY STREET	49
AIRPORT ROAD	
US 98	0
CRYSTAL BEACH	76
SR 293	0
TRIUMPH RD	1435
AIRPORT ROAD	1
BEACH DR	125
RESTAURANT ROW	16
COMMONS DRIVE E	0
BAYOU DR	0
PALMETTO ST	0
MAIN ST	0
CRYSTAL BEACH DR	
AIRPORT ROAD	0
KELLY PLANTATION DR	26
GULF SHORE DR	38
MELVIN ST	0
TRISTA TERRACE CT	0
STAHLMAN AVE	5
US 98	0
CRYSTAL BEACH DRIVE	
BENNING ROAD	0
STAHLMAN AVE	170
REGIONS WAY	0
S MAIN ST	49
REGATTA BAY BLVD	
INDUSTRIAL PARK LN	0
MATTHEW BOULEVARD	0

TRIUMPH RD	
US HIGHWAY 98	26
U.S. HWY 98	
10 HARBOR BLVD	201
MATTHEW BLVD	
REGIONS WAY	0
REGIONS WAY	0
MAIN ST	0
MATTHEW BLVD	0
AIRPORT ROAD	0
BEACH DR	0
HARBOR BLVD	0
BENNING DR	0
BEACH DR	0
PALMETTO ST	0
STINGRAY ST	
CRYSTAL BEACH DR	51
MARLER ST NW	0
PALMETTO ST	0
BEACH DR	0
COMMONS DR	0
REGIONS WAY	0
TRISTA TERRACE CT	0
W. COMMONS DR	3
MELVIN ST	0
HENDERSON BEACH RD	0
BEACH DR	124
GULF TERRACE DRIVE	0
AIRPORT RD	26
CRYSTAL BEACH DR	7
STAHLMAN AVE	
DESTIN ER 650-8800	
LEGENDARY DR	0
U.S. HIGHWAY 98	0
COMMONS DRIVE	0
HUTCHINSON	0
MAIN ST	27
TEQUESTA DR	10
PALMETTO ST	0
STAHLMAN AVE	75
MATTHEW BLVD	253
CRYSTAL BEACH DR	114
MATTHEW	95
MAIN ST	49
SIBERT AVE	10
CRYSTAL BEACH DRIVE	98
EMERALD BAY DRIVE	0

BEACH DR	10
MATTHEW BLVD	95
SCENIC HWY 98	28
REGATTA BAY BLVD	0
BENNING	313
U.S. HIGHWAY 98	0
REGIONS WAY	0
SCENIC HIGHWAY 98	17
REGIONS WAY	0
INDIAN BAYOU TRL	0
TRIUMPH RD	
U.S. HIGHWAY 98	60
775 GULF SHORE DR	
GULF SHORE DRIVE	415
HUTCHINSON STREET	0
GULF SHORE DRIVE	7
U.S. HWY 98	7
STAHLMAN AVE	
U.S. HWY 98	0
COMMONS BOULEVARD	4
LEGION DR	0
INDIAN BAYOU TRAIL	499
PALM STREET	100
MOUNTAIN STREET	62
US 98 WB AT BEACH DRIVE	
EMERALD COAST PKWY AND STATE HWY 293	0
VININGS WAY BLVD	21
CRYSTAL BEACH DR	377
AIRPORT RD	38
TRIUMP ROAD	
TRIUMPH ROAD	
PALM STREET	0
HENDERSON BEACH DR	
REGIONS WAY	0
AIRPORT	36
COMMONS BOULEVARD	0
HUTCHINSON ST	0
TURNBERRY HARBOUR DRIVE	0
TRIUMPH DR	1325
COMMONS DRIVE	0
U.S. HIGHWAY 98	6
MELROSE AVE	10
COMMONS BLVD	0
MATTHEW BLVD	26
CALHOUN AVE	125
US HIGHWAY 98	0
HUTCHINSON	0

MAIN ST	153
MID BAY BRIDGE RD	0
TEQUESTA DR	16
KEL-AIRE DR	0
CRYSTAL BEACH DR	37
COMMONS EXTENSION	0
SR 293	0
LUKE AVE	0
CRYSTAL BEACH DR	0
KELLY PLANTATION DR	
LEGENDARY DRIVE	19
US HWY 98	
98 PALM BLVD	7
GULF SHORE DR	0
MISTY WAY	0
BENNING DR	0
HENDERSON BEACH ROAD	
INDUSTRIAL PARK ROAD	0
U.S. HWY 98	0
ZERBE ST	0
US HWY 98	0
INDIAN BAYOU TR	
MARLER STREET	7
COMMONS BOULEVARD	0
COMMONS DRIVE	0
COMMONS BOULEVARD	0
GULF SHORE DR	0
HENDERSON BEACH ROAD	17
GULFSTARR DR	0
MATTHEW BLVD	
COMMONS DR	
	472
HARBOR BLVD	0
SCENIC HWY 98	0
CALHOUN AVE	0
STAHLMAN AVE	
AIRPORT RD	0
REGIONS WAY	17
RESTAURANT ROW	0
INDIAN BAYOU TRAIL	
SR-293	527
TWIN LAKES LN	0
SUNFISH DR	56
TRANQUILITY LANE	
SCENIC HWY 98	
CR 293	136
SANDPRINT DR	357

US HWY 293	0
US 98	15
US 98	0
AIRPORT RD	36
BENNING DR	253
HENDERSON BEACH RD	0
U.S. HWY 98	0
REGATTA BAY BLVD	0
TRIUMPH RD	
REGIONS WAY	0
GRAND PALMS BLVD	
AIRPORT RD	0
TRISTA TERRACE CT.	
MATTHEW BLVD	211
MELVIN STREET	
98 PALMS BLVD	0
GULF SHORE DR	49
AIRPORT RD	
GULF SHORE DR	
US 98	0
MATTIE KELLY BLVD	
GULF SHORE DR	39
CRYSTAL BEACH DR	
AIRPORT RD	0
ZERBE ST	
HWY 98 E	
GULF SHORE DR	
SR 293	10
JOHN AVE	0
JOHN AVE	0
AIRPORT RD	
HARBOR BLVD	0
MARLER ST	0
MATTHEW BLVD	0
COMMONS DR	0
GULF SHORE DR	39
US HWY 98 WB	20
COMMONS DRIVE	
CRYSTAL BEACH DR	0
MATTHEW BOULEVARD	0
TRIUMPH RD	
PARAISO BOULEVARD	
SHOPPING CENTER ACCESS DRIVE	290
HENDERSON BEACH RD	
CRYSTAL BEACH DR	
REGATTA BAY BLVD	24
DOLPHIN ST	0

34894 EMERALD COAST PKWY	
TEQUESTA DR	0
SR 293	
HUTCHISON ST	0
AIRPORT RD	10
U.S. HWY 98	2
US HWY 98	0
TRIUMPH RD	
CALUSA BLVD	0
INDIAN BAYOU TRAIL/ SCENIC HWY 98	
COMMONS BLVD	0
HUTCHINSON STREET	
	0
SPRING LAKE DR DESTIN FL	
COMMONS DR	10
HUTCHINSON ST	0
STAHLMAN AVE	
STAHLMAN AVE	
MARLER ST	
US HWY 293	0
TRIUMPH RD	
GULF TERRACE DR	0
MARLER ST NW	0
AIRPORT RD	
EMERALD COAST PKWY	0
TEQUESTA DR	
BEACH DR	0
COMMONS BOULEVARD	0
US HWY 98	
TRANQUILITY LN	0
GULF SHORE DR	0
TRISTA TERRACE CT	0
HENDERSON BEACH RD	0
SPRING LN	0
ZERBE	
GULF SHORE BLVD	19
CRYSTAL BEACH DR	0
RESTAURANT ROW	
BENNING DRIVE	
HWY 98 E	
HWY 98 X 98 PALMS	0
EMERALD BAY DR	0
HENDERSON BEACH RD	0
HUTCHINSON ST	
SANDPRINT DR	0
TRANQUILITY LN	0
CRYSTAL BEACH DR	0

BEACH DR DESTIN FL	0
COMMONS DR	0
US HWY 98	0
AIRPORT RD	0
MAIN ST S	0
CRYSTAL BEACH DR	
LAKESHORE DR	
PALMETTO ST	0
TEQUESTA DR	
MATTHEW BLVD	
REGIONS WAY DESTIN FL	
MAIN ST	0
S.R. 293	0
MATTHEW BLVD	0
HENDERSON BEACH RD	194
GULFSTAR DRIVE	
BEACH DR	0
MAIN ST	
SEA VIEW DRIVE	0
COMMONS DRIVE	0
GULF SHORE DR	0
1125 HWY 98 (ENTRANCE)	
4385 COMMONS DR (ENTRANCE)	
AIRPORT ROAD	30
GULF SHORE DR	
REGATTA BAY	0
PALM ST	0
MARLER ST	
AIRPORT RD	7
MATTHEW BLVD	200
MAIN ST	
SIBERT AVE DESTIN FL	10
MAIN ST	157
RESTAURANT ROW	388
HENDERSON BEACH RD	200
HUTCHINSON	0
SIBERT AVE	11
REGATTA BAY BLVD	53
MATTHEW BLVD	
VINNIGS WAY	0
REGIONS WAY	
GULF SHORE DRIVE	0
PALMS	0
MAIN ST	79
ISLE OF PALMS BLVD	
TRISTA TERRACE CT	0

GULFSTARR DR	0
COMMONS DRIVE	10
CRYSTAL PLAZA DR	0
TWO CRICLE ROAD	0
HENDERSON BEACH RD	
MARLER ST	0
STAHLMAN AVE	
GULF SHORE DR	
WOOD WIND DRIVE	0
STATE ROUTE 293	
TRANQUILITY LANE	0
COMMONS DR	0
HINDERSON BEACH RD	
SCENIC HWY 98	
US HWY 98 E	0
RESTAURANT ROW	0
SR 293	0
MIDBAY BRIDGE RD	
PALMS ST	0
STAHLMAN AVE	49
STAHLMAN AVE	
LEGION DR	0
AZALEA DR	0
U.S HWY 98	
STAHLMAN AVE	
MELVIN ST	0
CRYSTAL BEACH DR	
SUNFISH ST	
HARBOR BLVD	0
TRISTA TERR CT	0
COMMONS DRIVE	10
CALHOUN AVE	
INDIAN BAYOU TRAIL	
TRIUMPH RD	
TRIUMPH	
AIRPORT ROAD	
SIBERT AVE	0
HENDERSON BEACH ROAD	1585
ZERBE ST	7
US HWY 98	
TRIUMPH RD	
HENDERSON BEACH RD	
US HWY 98 WB	
HENDERSON BEACH ROAD	0
MATTHEW BLVD	
PALMENTO STREET	133
HENDERSON BEACH RD	0

PARAISO BOULEVARD	0
COMMONS BOULEVARD (COMMONS DRIVE E)	0
KELLY PLANTATION BLVD	0
US HWY 98	0
BEACH DRIVE	0
COMMONS DR	0
MAIN STREET	0
LEGION DR	7
TRISTA TERR CT	0
AIRPORT RD	0
CRYSTAL BEACH DRIVE	0
	438
TRANQUILITY LN	
TEQUESTA DRIVE	0
MARLER ST	5
GULFSTARR DR	20
MATTHEW BLVD	
SCENIC HWY 98	
TRUIMPH RD	
US 98	0
COMMONS DRIVE	
COMMONS BLVD	0
4385 COMMONS WAY ACCESS ROAD	
BEACH DR	0
BENNING DR	98
MAIN ST	200
REGIONS WAY	0
MAIN ST	0
GULF SHORE DRIVE	0
COMMONS DRIVE EAST	
HUTCHINSON	0
OPA LOCKA LN	0
REGIONS WAY	
TEQUESTA DR	
STAHLMAN AVE	
COMMONS DR W	136
US98	-32808140
PALM ST	0
TEQUESTA DR	
CRYSTAL BEACH DR	
EMERALD COAST PKWY	0
INDIAN BAYOU TRAIL	4
US HIGHWAY 98	
STAHLMAN AVE	0
KELLY ST	0
GULF SHORE DR	
PALMS ST	

CEDAR ST	0
STAHLMAN AVE	
BENNING DR	0
U.S. HWY 98	0
REGIONS WAY	0
BENNING DR	
HUTCHINSON ST	16
RESTAURANT ROW	0
ZERBE ST	
CRYSTAL BEACH DR	
AIRPORT RD	
REGATTA BAY BLVD	0
SCENIC HWY 98	
BEACH DR	0
PALMETTO ST	0
TRANQUILITY LANE	
QUAIL LAKE BLVD	0
MAIN ST	
AIRPORT RD	49
RESTAURANT ROW	0
CRYSTAL BEACH DR	0
TRANQUILITY LN	0
MATTHEW BLVD	
MAIN ST	89
PALMS ST	0
TRANQUILITY LN	0
DESTIN OAKS ENTRANCE	
BENNING DRIVE	
GULF SHORE DR	98
INDUSTRIAL PARK RD	
DOLPHIN ST	
BEACH DR	
INDIAN BAYOU TRAIL	
HUTCHINSON ST	
SPRING LN	10
AIRPORT RD	0
MELVIN ST	0
HENDERSON BEACH RD	0
CRYSTAL BEACH DRIVE	
CRYSTAL BEACH DRIVE	
MARLER STREET	0
KELLY PLANTATION DR	
TRISTA TERRACE CT	0
US HIGHWAY 98	
AIRPORT RD	
HUTCHISON ST	0

KELLY ST	
COMMONS DR W	0
GULF SHORE DR	98
STAHLMAN AVE	0
EMERALD COAST PARKWAY	
HENDERSON BEACH RD	0
HUTCHISON ST	
COMMONS DR	
SCENIC 98	
REGATTA BAY BLVD	7
GULF SHORE DR	0
HIGHWAY 98	0
EMERALD BAY DR	0
MOUNTAIN DR	0
GULF SHORE DR	0
COUNTRY CLUB DR E	0
CALUSA DRIVE	
MALTEZOS ST	20
REGIONS WAY	0
98 PALMS BLVD	428
SR 293	
AIRPORT ROAD	
REGATTA BAY BLVD	0
WOODWARD ST	0
PALM ST	0
GULF SHORE DR	
INVERRARY DRIVE	0
BENNING DR	0
REGIONS WAY	0
REGATTA BAY BLVD	0
GRAND PALMS BLVD	0
TRANQUILITY LANE	0
HENDERSON BEACH RD	98
MATTHEW BLVD	0
CALUSA BLVD	0
KELLY STREET	10
HUTCHINSON ST	98
REGATTA BAY BLVD	0
TRISTA TERRACE CT	49
HUTCHINSON ST	0
INDIAN BAYOU TRL	
SCENIC HWY 98	15
HUTCHINSON	
TRIUMPH RD	
SUNFISH ST	443
TEQUESTA DR	20
REGIONS WAY	0

AIRPORT RD	0
INDIAN BAYOU TRAIL DESTIN FL	0
MATTHEW BLVD	0
SCENIC HWY 98	
PRIVATE DRIVE	
REGATTA BAY BLVD	0
PALMETO AVE	
PALMETTO ST	0
RESTAURANT ROW	0
AIRPORT RD	0
MATTHEW BLVD	211
CALHOUN AVENUE	
LEGION DR	0
AIRPORT RD	0
CRYSTAL BEACH DR	
AIRPORT ROAD	49
INDIAN BAYOU TRAIL	
MOUNTAIN DRIVE	
US 98	0
GULF SHORE DR	0
LEGENDARY DR	0
SCENIC HWY 98	
CRYSTAL BEACH DRIVE	0
REGATTA BAY BLVD	0
COMMONS DRIVE E	10
STAHLMAN	98
HUTCHINSON ST	0
INDIAN BAYOU TRAIL	0
995 AIRPORT RD	
U.S.HIGHWAY 98	12
COMMONS DR	10
TEQUESTA DR	0
HUTCHINSON ST	
INDIAN BAYOU TRAIL	0
CRYSTAL BEACH DR	52
BENNING DR	
COMMONS DR	0
RESTAURANT ROW	0
BENNING DR	0
COMMONS BLVD	0
ACCESS ROAD 14073 EMERALD COAST PKWY	549
	533
TRIUMP RD	
CALHOUN AVE	0
HENDERSON BEACH RD	

	78
COMMONS DRIVE (EXTENSION)	0
98 PALMS BLVD	0
US HIGHWAY 98	10
STAHLMAN AVE	
GULF SHORE DR	98
CALUSA BLVD	0
CHATEAU LAMAR	0
KELLY PLANTATION DRIVE	0
SR 293	30
SR 293	7
LEGENDARY DRIVE	0
CRYSTAL BEACH DR	69
MATTHEW BLVD	301
PARAISO BOULEVARD	
STAHLMAN AVE	
824 HWY 98 E	
CRYSTAL BEACH DR	0
US HWY 98	10
	17
	0
US HWY 98	7
BENNING DR	0
RESTAURANT ROW	0
US HIGHWAY 98	20
QUAIL LAKE	0
SR 293	0
PALMETTO BLVD	0
MATTHEW BLVD	0
GULFSHORE DR	20
COMMONS DR	
US HIGHWAY 98	10
HENDERSON BEACH RD	0
GULF SHORE DRIVE	0
KELL AIRE DR	0
CRYSTAL BEACH DR	0
HARBOR BLVD	
LUKE AVE X CRYSTAL BEACH DR	
PRIVATE DRIVE	
AIRPORT RD	199
SCENIC HIGHWAY 98	0
STATE ROAD 293	0
AIRPORT RD	
PALMETTO ST.	10
HUTCHINSON ST.	
STATE ROAD 293	0

HWY 293	0
US HWY 98 WB	0
TEQUESTA DRIVE	0
HWY 98 & 293	
STAHLMAN AVE	
TRANQUILITY LANE	
CRYSTAL BEACH DR	0
TEQUESTA DR	0
REGATTA BAY BLVD	0
GULF SHORE DRIVE	
COMMONS DRIVE E	0
GULF SHORE DR	0
MAIN ST	49
AIRPORT RD	0
AIRPORT RD	0
INDIGO CIRCLE	0
MATTHEW BLVD	0
GULFSTARR DR	0
HENDERSON BEACH RD	0
AIRPORT ROAD	0
BENNING DRIVE	0
SR 293	527
QUAIL LAKE BLVD	0
MATTHEW BLVD	0
CEDAR STREE	0
STATE ROA D 293	0
MATTHEW BLVD	10
SR 293	0
HUTCHINSON ST	0
MATTHEW BLVD	0
CALUSA BLVD	0
PRIVATE DRIVE TO BEALLS	
HENDERSON BEACH RD	25
98 PALMS BLVD	0
HENDERSON BEACH ROAD	0
EMERALD COAST PARKWAY	0
TRIUMPH RD	
RESTAURANT ROW	98
PALMS	0
STAHLMAN AVE	101
STAHLMAN AVENUE	0
MAIN STREET	0
DIAMOND COVE	0
AIRPORT RD	0
AIRPORT RD	20
CRYSTAL BEACH DR	0

COMMONS DRIVE E	0
HUTCHINSON ROAD	200
MATTHEW BLVD	0
REGATTA BAY BLVD	0
AIRPORT RD.	0
HUTCHINSON ST	0
REGIONS WAY	0
HUTCHINSON ST	19
COMMONS DRIVE	0
HENDERSEN BEACH RD	0
US HWY 98	0
MAIN STREET	0
AIRPORT RD	0
	0
HUCHINSON ST	0
COMMONS DRIVE	875
MOUNTAIN DR	0
US HWY 98	0
MAIN STREET	0
SR 293	0
PALM STREET	0
CRYSTAL BEACH DR.	0
COMMONS DR E	0
MAGNOLIA DRIVE	0
GULF SHORE DR	0
GULFSHORE DRIVE	0
	0
PALMETTO	101
AIRPORT RD	0
U.S. HIGHWAY 98	0
INDIAN TRAIL	0
CALHOUN AVENUE	0
AIRPORT ROAD	0
COMMONS DR	0
HWY 98	0
MATTHEW BLVD	0
MAIN ST.	0
OCEAN VIEW DRIVE	0
HUTCHINSON ST	0
BEACH DR.	101
STATE ROAD 293	0
STAHLMAN AVE	0
TEQUESTA DRIVE	0
COMMONS DR	0
STAHLMAN AVE	0
COMMONS DRIVE	203
EMERALD COAST PKWY	0

STATE ROAD 293	
MELVIN ST.	0
GULF SHORE DR	0
AIRPORT RD	0
MAIN STREET	203
BENNING DRIVE	0
SCENIC HIGHWAY 98 DESTIN FL	0
MATTHEW BLVD	0
GULF SHORE DR	0
BEACH DR	0
CRYSTAL BEACH DR	0

<u>DIRECTION_FROM_INTERSECTION</u>	<u>LATITUDE</u>	<u>LONGITUDE</u>	<u>LIGHT_CONDITION</u>
	30.39088617	-86.49025883	Dusk
	30.38719097	-86.45636903	Daylight
	30.38780366	-86.41040473	Dark - Lighted
	30.38877677	-86.42616183	Daylight
	30.38946007	-86.48358933	Daylight
	30.40232436	-86.49045545	Daylight
	30.39706433	-86.48364549	Daylight
	30.38877436	-86.42618553	Dusk
	30.38897433	-86.48047551	Daylight
	30.39704836	-86.48348153	Daylight
	30.38885433	-86.48051548	Daylight
	30.38297437	-86.43065549	Dark - Lighted
East	30.38803118	-86.43066401	Daylight
	30.38946007	-86.48358933	Daylight
	30.39290817	-86.49972593	Daylight
West	30.38885851	-86.4805358	Daylight
East	30.39519017	-86.51042983	Daylight
East	30.38553147	-86.46493773	Daylight
East	30.38678027	-86.44232713	Daylight
	30.40221432	-86.49971552	Dusk
	30.39121656	-86.42667673	Dark - Lighted
	30.38877677	-86.42616183	Dark - Not Lighted
West	30.38275311	-86.42622011	Dark - Not Lighted
	30.38877677	-86.42616183	Daylight
East	30.38969594	-86.42177155	Daylight
	30.38561435	-86.46528545	Daylight
	30.38804439	-86.45393553	Dark - Not Lighted
North	30.38886837	-86.42615563	Dark - Lighted
	30.38702434	-86.44746548	Dark - Lighted
	30.39534307	-86.51300343	Daylight
	30.38947429	-86.41968547	Daylight
West	30.38711447	-86.45667563	Daylight
	30.38985439	-86.42855553	Daylight
East	30.38700657	-86.44730753	Daylight
	30.38839439	-86.47829553	Daylight
	30.38946686	-86.41967753	Daylight
	30.38719097	-86.45636903	Daylight
	30.38148253	-86.403057	Dusk
	30.38791047	-86.47606133	Daylight
East	30.38844196	-86.41379093	Dusk
	30.39121656	-86.42667673	Daylight
	30.39121656	-86.42667673	Dark - Not Lighted
	30.39462837	-86.50779443	Dark - Lighted
	30.38839197	-86.42844793	Dark - Lighted
North	30.38828202	-86.43043969	Daylight
South	30.38844806	-86.41382363	Daylight

West	30.3889359	-86.48092272	Daylight
	30.40051706	-86.42657903	Dark - Not Lighted
	30.39115429	-86.42684545	Daylight
	30.39677636	-86.49058153	Daylight
	30.39647432	-86.47838545	Dark - Lighted
	30.3961343	-86.5074355	Daylight
	30.38807433	-86.47603551	Daylight
	30.38701439	-86.44298553	Daylight
	30.39414439	-86.51176553	Daylight
	30.38809439	-86.44130553	Daylight
	30.39852432	-86.42733544	Daylight
	30.38885433	-86.48051548	Daylight
	30.38878796	-86.42609593	Daylight
East	30.39194817	-86.49442774	Daylight
	30.38877677	-86.42616183	Dusk
	30.38946686	-86.41967753	Daylight
East	30.38878247	-86.42612873	Daylight
	30.38737431	-86.4564755	Daylight
South	30.40250112	-86.48400804	Daylight
	30.39536436	-86.51042552	Daylight
East	30.39557435	-86.47019552	Daylight
	30.38947429	-86.41968547	Daylight
West	30.38944626	-86.42191673	Daylight
East	30.38939387	-86.48328023	Dark - Lighted
	30.39536436	-86.51042552	Dusk
	30.39410477	-86.50533813	Daylight
	30.38945857	-86.42176703	Daylight
West	30.39220397	-86.49642413	Daylight
West	30.38701647	-86.44752483	Daylight
	30.38878439	-86.45835553	Daylight
	30.38559637	-86.46524713	Daylight
	30.38766439	-86.43750553	Daylight
West	30.38712281	-86.44968125	Daylight
	30.38946007	-86.48358933	Dark - Lighted
West	30.389577	-86.48406976	Daylight
	30.38548547	-86.39805573	Daylight
	30.38559637	-86.46524713	Daylight
	30.40349432	-86.50225548	Daylight
	30.38701337	-86.44745793	Dark - Not Lighted
East	30.38788219	-86.42199485	Daylight
West	30.38702787	-86.44777553	Dark - Not Lighted
West	30.38702486	-86.40628453	Daylight
	30.38946007	-86.48358933	Daylight
	30.39536436	-86.51042552	Daylight
	30.39121656	-86.42667673	Daylight
	30.38587837	-86.42594253	Daylight
	30.40918877	-86.65285142	Daylight

	30.38885433	-86.48051548	Dusk
	30.38864435	-86.41382549	Daylight
West	30.38562757	-86.46539383	Dark - Lighted
East	30.3886405	-86.41379461	Daylight
	30.38720433	-86.44745548	Daylight
East	30.38926547	-86.48264423	Daylight
	30.38806787	-86.43036993	Daylight
West	30.38670937	-86.43980263	Daylight
	30.38247093	-86.42284575	Daylight
	30.39121656	-86.42667673	Daylight
East	30.38681067	-86.44299563	Dark - Not Lighted
West	30.39520037	-86.51047863	Dark - Lighted
West	30.39464577	-86.50787583	Dark - Lighted
West	30.39464227	-86.50785953	Daylight
	30.39296439	-86.49023553	Daylight
West	30.38944077	-86.42198333	Daylight
	30.38792433	-86.47606548	Daylight
	30.38947429	-86.41968547	Daylight
North	30.38806787	-86.43036993	Daylight
	30.39546431	-86.49521549	Daylight
North	30.38791047	-86.47606133	Daylight
	30.39121656	-86.42667673	Dark - Lighted
	30.38947435	-86.48360551	Daylight
South	30.38940463	-86.4218155	Daylight
	30.3987243	-86.49521545	Daylight
	30.38774439	-86.44463553	Dark - Not Lighted
	30.38896436	-86.42630547	Dark - Not Lighted
West	30.39095227	-86.49056793	Daylight
South	30.39595809	-86.51288288	Daylight
West	30.38740433	-86.45167553	Daylight
	30.39536436	-86.51042552	Daylight
	30.38807433	-86.47603551	Dark - Lighted
East	30.39194337	-86.49520413	Dark - Lighted
	30.38521187	-86.46156443	Daylight
West	30.38717677	-86.45643413	Dark - Lighted
	30.39254432	-86.48343547	Daylight
	30.38719435	-86.45642551	Dusk
	30.38946686	-86.41967753	Daylight
	30.38719097	-86.45636903	Daylight
	30.38642435	-86.40205553	Daylight
	30.38644435	-86.40219552	Daylight
East	30.39202242	-86.49554108	Daylight
East	30.39557435	-86.47019552	Daylight
West	30.39059237	-86.44739753	Dark - Lighted
West	30.38647481	-86.40234776	Daylight
	30.38911428	-86.41731544	Daylight
	30.38982613	-86.45847548	Daylight

East	30.39551399	-86.5127049	Daylight
	30.39088617	-86.49025883	Dark - Lighted
	30.39642435	-86.47794552	Daylight
West	30.38943137	-86.42874153	Dark - Lighted
East	30.38809277	-86.43022203	Dark - Lighted
South	30.39640685	-86.47795044	Daylight
East	30.38779446	-86.41035563	Daylight
East	30.38948116	-86.42145053	Dark - Lighted
	30.38807433	-86.47603551	Daylight
	30.39464432	-86.50784548	Dark - Lighted
	30.39717814	-86.51253802	Daylight
South	30.38945857	-86.42176703	Dark - Lighted
	30.38896436	-86.42630547	Daylight
South	30.38719097	-86.45636903	Daylight
	30.38946007	-86.48358933	Daylight
	30.39464432	-86.50784548	Dark - Lighted
East	30.39517277	-86.51034843	Daylight
	30.38922439	-86.45476553	Daylight
East	30.38878526	-86.42611233	Dark - Not Lighted
East	30.38626063	-86.40214515	Daylight
	30.39533429	-86.51315545	Daylight
East	30.38969191	-86.41963441	Daylight
	30.38982613	-86.45847548	Daylight
East	30.39519697	-86.51046233	Dark - Lighted
East	30.38935666	-86.41869813	Daylight
	30.3961343	-86.5074355	Daylight
East	30.38855724	-86.4287486	Dark - Lighted
West	30.38842049	-86.4295243	Daylight
	30.3894643	-86.42181549	Daylight
	30.38720433	-86.44745548	Dark - Not Lighted
East	30.38557927	-86.46516573	Dark - Lighted
East	30.39082007	-86.48994973	Dusk
	30.38946007	-86.48358933	Daylight
	30.40222431	-86.49522544	Dark - Lighted
	30.39706433	-86.48364549	Dark - Lighted
North	30.39482765	-86.50779901	Dark - Lighted
	30.38858434	-86.42859544	Daylight
	30.3894643	-86.42181549	Daylight
North	30.38791047	-86.47606133	Dark - Not Lighted
West	30.38676067	-86.43869923	Daylight
	30.38719435	-86.45642551	Daylight
	30.38896436	-86.42630547	Dark - Not Lighted
	30.38624287	-86.40214783	Daylight
	30.3894643	-86.42181549	Dark - Lighted
East	30.38947496	-86.42156743	Daylight
West	30.40051706	-86.42657903	Daylight
West	30.38805387	-86.47672813	Daylight

	30.38945857	-86.42176703	Daylight
	30.39088617	-86.49025883	Dark - Lighted
	30.38806787	-86.43036993	Dark - Lighted
West	30.38799027	-86.43082983	Dark - Not Lighted
	30.38885433	-86.48051548	Dusk
East	30.38944457	-86.48345312	Daylight
South	30.38719097	-86.45636903	Dark - Lighted
	30.38946007	-86.48358933	Daylight
	30.38883837	-86.48047433	Daylight
	30.39983435	-86.50734544	Daylight
	30.38791047	-86.47606133	Dark - Lighted
	30.38890726	-86.48056418	Dark - Not Lighted
	30.39536436	-86.51042552	Daylight
	30.38864435	-86.41382549	Daylight
	30.3896143	-86.48356552	Daylight
	30.38826433	-86.43043544	Daylight
West	30.3857407	-86.4659039	Daylight
	30.38737431	-86.4564755	Daylight
South	30.40244939	-86.48395735	Daylight
	30.39613431	-86.47535548	Daylight
	30.38719097	-86.45636903	Daylight
West	30.38943487	-86.42204983	Daylight
	30.38896436	-86.42630547	Dark - Lighted
East	30.38680757	-86.44292883	Daylight
East	30.38560337	-86.46527983	Dark - Lighted
West	30.39113278	-86.49066084	Dark - Lighted
East	30.38719097	-86.45636903	Daylight
	30.39121656	-86.42667673	Daylight
	30.40678434	-86.48221544	Daylight
	30.39462837	-86.50779443	Daylight
	30.39706433	-86.48364549	Daylight
	30.38245439	-86.42285553	Daylight
	30.38946434	-86.46425544	Daylight
East	30.38949637	-86.46418086	Daylight
East	30.38895197	-86.48035903	Daylight
	30.39291434	-86.49975551	Daylight
	30.38626429	-86.40216552	Daylight
West	30.39520037	-86.51047863	Daylight
	30.39533429	-86.51315545	Daylight
	30.38243436	-86.42284553	Daylight
	30.39360429	-86.49557546	Unknown
East	30.39508607	-86.50994183	Dark - Not Lighted
	30.38946686	-86.41967753	Daylight
West	30.39705884	-86.48380166	Daylight
	30.38864435	-86.41382549	Daylight
	30.39642435	-86.47794552	Daylight
	30.38807431	-86.43035548	Daylight

	30.38758439	-86.44251553	Daylight
South	30.38696356	-86.40628117	Daylight
	30.38885433	-86.48051548	Dark - Not Lighted
East	30.39537617	-86.51236773	Daylight
	30.38826433	-86.43043544	Daylight
	30.38946686	-86.41967753	Daylight
	30.38946686	-86.41967753	Daylight
	30.38946007	-86.48358933	Dark - Lighted
	30.38806787	-86.43036993	Dusk
	30.38559637	-86.46524713	Daylight
	30.39088617	-86.49025883	Daylight
North	30.38946007	-86.48358933	Daylight
	30.39210687	-86.49596873	Dark - Lighted
	30.39744433	-86.4906655	Daylight
	30.39462837	-86.50779443	Dark - Lighted
	30.38230439	-86.42170553	Daylight
East	30.38946816	-86.42165063	Daylight
	30.39410477	-86.50533813	Dark - Lighted
	30.39464432	-86.50784548	Dark - Lighted
	30.40232436	-86.49045545	Daylight
	30.39115429	-86.42684545	Daylight
	30.38946686	-86.41967753	Daylight
	30.38624287	-86.40214783	Daylight
North	30.38877364	-86.46437304	Dark - Lighted
	30.39441434	-86.49934547	Daylight
	30.38701337	-86.44745793	Daylight
East	30.40228741	-86.49203844	Daylight
	30.38635287	-86.46877453	Daylight
West	30.38578124	-86.46532654	Daylight
West	30.38945306	-86.42183363	Daylight
	30.39536436	-86.51042552	Dusk
	30.38705439	-86.40253554	Dusk
	30.38969435	-86.42179544	Dark - Unknown Lighting
North	30.38889697	-86.42616233	Dark - Not Lighted
	30.39058436	-86.44724548	Daylight
	30.38877677	-86.42616183	Daylight
West	30.38948097	-86.48368693	Daylight
West	30.38645045	-86.40222598	Daylight
	30.3961343	-86.5074355	Daylight
East	30.39514857	-86.51023463	Dark - Lighted
East	30.38820357	-86.42956493	Daylight
East	30.38948116	-86.42145053	Dark - Lighted
East	30.38812047	-86.43005783	Daylight
West	30.38949487	-86.48375203	Dark - Lighted
East	30.39682561	-86.51151302	Dark - Lighted
East	30.38240055	-86.42253551	Daylight
	30.38548547	-86.39805573	Daylight

West	30.39298638	-86.49026669	Daylight
East	30.38812047	-86.43005783	Daylight
East	30.38522837	-86.46148313	Daylight
	30.38844806	-86.41382363	Daylight
East	30.39190857	-86.49504153	Dark - Lighted
	30.38807431	-86.43035548	Daylight
	30.38946686	-86.41967753	Daylight
East	30.38522177	-86.46151563	Daylight
	30.38946686	-86.41967753	Daylight
	30.38737431	-86.4564755	Daylight
	30.3882193	-86.44268102	Dark - Unknown Lighting
North	30.38913916	-86.42621673	Daylight
	30.38472439	-86.48314553	Daylight
East	30.38858347	-86.47923523	Daylight
	30.38877677	-86.42616183	Dark - Lighted
East	30.38897046	-86.48045519	Dark - Lighted
North	30.3920964	-86.49014396	Daylight
	30.39536436	-86.51042552	Daylight
North	30.38946007	-86.48358933	Daylight
North	30.39118816	-86.42667033	Daylight
	30.39706433	-86.48364549	Daylight
East	30.38753437	-86.4549063	Daylight
West	30.38797687	-86.47637033	Daylight
South	30.39343788	-86.49562345	Dusk
	30.39091433	-86.49033549	Daylight
	30.38877436	-86.42618553	Daylight
West	30.38780986	-86.41043743	Daylight
West	30.38930346	-86.42299863	Dark - Not Lighted
East	30.38557927	-86.46516573	Dark - Not Lighted
	30.38702439	-86.44310553	Daylight
	30.38701439	-86.44298553	Daylight
	30.38807433	-86.47603551	Daylight
	30.38952439	-86.44972553	Dark - Not Lighted
	30.38947429	-86.41968547	Daylight
West	30.38562757	-86.46539383	Dark - Lighted
	30.39121656	-86.42667673	Daylight
	30.38877677	-86.42616183	Daylight
	30.39600826	-86.42731843	Daylight
West	30.38673277	-86.43911573	Daylight
	30.39121656	-86.42667673	Daylight
West	30.38806787	-86.43036993	Daylight
North	30.3852814	-86.50052553	Daylight
	30.39121656	-86.42667673	Daylight
East	30.38808446	-86.43027133	Dark - Lighted
West	30.39531016	-86.51331509	Dark - Lighted
	30.38576435	-86.46524548	Dark - Lighted
	30.38877677	-86.42616183	Dark - Lighted

East	30.38936257	-86.48313373	Daylight
	30.38877677	-86.42616183	Dark - Lighted
East	30.38623676	-86.40211513	Dark - Lighted
	30.40192433	-86.48392545	Dark - Not Lighted
West	30.38945008	-86.42193136	Dark - Lighted
	30.38982613	-86.45847548	Daylight
	30.38896436	-86.42630547	Daylight
	30.38590537	-86.42593953	Daylight
	30.38945857	-86.42176703	Daylight
	30.38862434	-86.43543551	Dark - Lighted
East	30.38945996	-86.42175043	Dusk
	30.38868154	-86.42853595	Dusk
South	30.39252634	-86.48343553	Daylight
	30.38883837	-86.48047433	Dark - Not Lighted
	30.39607036	-86.47472753	Daylight
	30.40222036	-86.49522053	Dark - Lighted
	30.38702434	-86.44746548	Daylight
	30.39692036	-86.48234353	Daylight
	30.38885433	-86.48051548	Daylight
	30.39558637	-86.51016253	Daylight
South	30.38719097	-86.45636903	Daylight
	30.38737431	-86.4564755	Daylight
West	30.39427861	-86.50535577	Dark - Lighted
	30.39121656	-86.42667673	Daylight
	30.39121656	-86.42667673	Daylight
	30.39121656	-86.42667673	Daylight
	30.38788434	-86.50400547	Daylight
West	30.38702692	-86.44751847	Daylight
	30.38780437	-86.41037545	Daylight
	30.38846439	-86.43227553	Dark - Not Lighted
	30.39207439	-86.44624553	Daylight
East	30.38855685	-86.4790555	Daylight
	30.38885433	-86.48051548	Daylight
	30.38165433	-86.41604553	Dusk
	30.39533429	-86.51315545	Dusk
	30.3953585	-86.51035097	Daylight
	30.39706433	-86.48364549	Dark - Lighted
North	30.38782547	-86.42010122	Daylight
	30.38719435	-86.45642551	Daylight
	30.38737431	-86.4564755	Dark - Lighted
East	30.38907535	-86.42568324	Dark - Lighted
	30.39613431	-86.47535548	Dark - Not Lighted
West	30.38153164	-86.41508783	Daylight
	30.3870343	-86.40626546	Daylight
	30.38739439	-86.45846553	Daylight
West	30.38878558	-86.42662274	Daylight
West	30.38816607	-86.47715158	Dark - Lighted

	30.38877677	-86.42616183	Daylight
East	30.3872018	-86.45637894	Daylight
	30.38799434	-86.41035553	Daylight
West	30.38563713	-86.46539705	Dark - Not Lighted
West	30.39228576	-86.49678562	Dark - Lighted
	30.38701337	-86.44745793	Daylight
	30.38807431	-86.43035548	Daylight
	30.38846436	-86.41381545	Daylight
	30.38756439	-86.43835553	Daylight
	30.38947429	-86.41968547	Daylight
	30.38052439	-86.40887553	Dark - Lighted
	30.38576435	-86.46524548	Dark - Lighted
	30.38641439	-86.40205553	Dark - Not Lighted
West	30.38815117	-86.43109206	Dark - Not Lighted
	30.39291434	-86.49975551	Daylight
	30.39254432	-86.48343547	Daylight
East	30.38882333	-86.48036346	Dark - Lighted
	30.38561435	-86.46528545	Daylight
	30.38885433	-86.48051548	Daylight
	30.38885433	-86.48051548	Dark - Lighted
	30.3956825	-86.47108136	Daylight
West	30.38887925	-86.48063717	Dark - Lighted
	30.38245439	-86.42285553	Daylight
	30.38561435	-86.46528545	Daylight
	30.39556217	-86.51022607	Daylight
	30.38885767	-86.42613963	Daylight
	30.38885433	-86.48051548	Daylight
West	30.38895932	-86.42633623	Dark - Not Lighted
	30.38366433	-86.41919549	Daylight
	30.3845636	-86.43057311	Daylight
	30.38561435	-86.46528545	Daylight
	30.38947435	-86.48360551	Daylight
	30.39412433	-86.50538551	Dark - Lighted
	30.38807431	-86.43035548	Dark - Lighted
	30.38946434	-86.46425544	Daylight
West	30.38899715	-86.48059772	Daylight
South	30.38890631	-86.48049821	Daylight
	30.39115429	-86.42684545	Daylight
	30.3894643	-86.42181549	Dark - Lighted
	30.38826433	-86.43043544	Dark - Lighted
	30.38786439	-86.44372553	Daylight
	30.38898387	-86.42799396	Daylight
West	30.38817893	-86.43620289	Daylight
	30.38632439	-86.44681553	Daylight
	30.38245533	-86.42284359	Daylight
East	30.38862012	-86.41367194	Daylight
	30.38165433	-86.41604553	Daylight

	30.38728439	-86.42734553	Daylight
	30.38644435	-86.40219552	Dark - Lighted
	30.40036803	-86.425644	Daylight
	30.38877436	-86.42618553	Daylight
South	30.39703735	-86.48364435	Daylight
North	30.38806787	-86.43036993	Daylight
	30.38799434	-86.41035553	Daylight
	30.3869564	-86.44098964	Daylight
	30.3872143	-86.40621551	Daylight
	30.38734439	-86.45653553	Daylight
	30.38942873	-86.46425251	Daylight
	30.38876439	-86.42613553	Daylight
	30.38243436	-86.42284553	Daylight
	30.39926431	-86.49084545	Daylight
West	30.3894898	-86.46426612	Daylight
	30.38877436	-86.42618553	Daylight
	30.39539989	-86.5127363	Daylight
	30.39581439	-86.51075553	Dark - Lighted
	30.39354439	-86.50543553	Dark - Lighted
	30.38896436	-86.42630547	Daylight
	30.38922439	-86.44082553	Daylight
	30.38636434	-86.4687955	Dusk
	30.39412433	-86.50538551	Daylight
	30.38561435	-86.46528545	Daylight
	30.38807431	-86.43035548	Dark - Lighted
	30.38705439	-86.40253554	Daylight
	30.39104489	-86.49024248	Dark - Lighted
	30.39118429	-86.42666545	Daylight
	30.38876439	-86.42613553	Daylight
	30.3870343	-86.40626546	Daylight
	30.38471432	-86.48321549	Daylight
	30.38626429	-86.40216552	Daylight
	30.38720433	-86.44745548	Daylight
	30.39787432	-86.48481546	Dark - Lighted
	30.39684436	-86.51153552	Daylight
East	30.38896315	-86.48041727	Daylight
	30.3894643	-86.42181549	Dark - Lighted
	30.38457439	-86.45915553	Daylight
	30.39231414	-86.49595842	Daylight
	30.39491133	-86.50778991	Dark - Lighted
	30.39528436	-86.51411552	Dark - Lighted
	30.38568436	-86.39810547	Daylight
	30.38702434	-86.44746548	Daylight
	30.38877436	-86.42618553	Daylight
	30.38792433	-86.47606548	Daylight
	30.3870343	-86.40626546	Daylight
	30.3894643	-86.42181549	Daylight

	30.39091433	-86.49033549	Daylight
	30.38946434	-86.46425544	Daylight
	30.39357439	-86.50748553	Daylight
	30.38969436	-86.41966547	Daylight
	30.39706433	-86.48364549	Daylight
	30.3896143	-86.48356552	Daylight
	30.38942838	-86.42179845	Daylight
	30.40629439	-86.48217553	Daylight
	30.39464432	-86.50784548	Daylight
	30.38629011	-86.40221342	Daylight
	30.38806439	-86.43035553	Daylight
	30.38943281	-86.42180343	Daylight
	30.3896143	-86.48356552	Dark - Not Lighted
	30.38896436	-86.42630547	Daylight
	30.38807431	-86.43035548	Dark - Lighted
East	30.38717769	-86.44683974	Daylight
	30.38741439	-86.41054553	Daylight
	30.40232436	-86.49045545	Daylight
	30.39052439	-86.48296553	Dark - Not Lighted
	30.39355434	-86.49394545	Daylight
	30.39115429	-86.42684545	Daylight
	30.38897433	-86.48047551	Daylight
	30.38539352	-86.46358898	Daylight
	30.38788433	-86.43928714	Daylight
West	30.38578335	-86.46533667	Daylight
	30.38885433	-86.48051548	Daylight
	30.38864435	-86.41382549	Dark - Lighted
	30.38807433	-86.47603551	Daylight
	30.39426439	-86.50532553	Daylight
West	30.38576859	-86.46526578	Daylight
East	30.38847405	-86.42921801	Dark - Lighted
	30.389609	-86.48348219	Daylight
South	30.39595809	-86.51288288	Daylight
East	30.39703167	-86.48314693	Daylight
East	30.38735048	-86.45520873	Dark - Not Lighted
East	30.38717691	-86.44682093	Dark - Not Lighted
	30.38877436	-86.42618553	Dark - Lighted
West	30.39682533	-86.51156281	Dark - Not Lighted
East	30.38843436	-86.41365048	Daylight
	30.38768439	-86.42987553	Dark - Not Lighted
	30.38799434	-86.41035553	Daylight
	30.38947014	-86.42181547	Daylight
	30.38885433	-86.48051548	Daylight
	30.38807433	-86.47603551	Daylight
East	30.39704802	-86.48339623	Daylight
	30.38149011	-86.40313263	Daylight
	30.38626429	-86.40216552	Daylight

North	30.38780437	-86.41037545	Daylight
	30.3894898	-86.46426612	Daylight
	30.38731434	-86.43040553	Daylight
	30.39089435	-86.45601547	Daylight
	30.38721439	-86.44748553	Daylight
	30.39561431	-86.5049555	Daylight
	30.39459439	-86.50984553	Daylight
	30.38897714	-86.48047069	Daylight
	30.38652434	-86.4139555	Daylight
	30.38896436	-86.42630547	Daylight
	30.3870343	-86.40626546	Daylight
	30.38946434	-86.46425544	Daylight
	30.38952439	-86.44972553	Daylight
	30.38538439	-86.46343553	Daylight
	30.38561435	-86.46528545	Dark - Lighted
	30.38719435	-86.45642551	Dark - Lighted
	30.38896436	-86.42630547	Dark - Lighted
	30.39116439	-86.42683553	Daylight
	30.38807433	-86.47603551	Daylight
East	30.39533196	-86.51027383	Daylight
	30.39536436	-86.51042552	Daylight
	30.39706433	-86.48364549	Dark - Lighted
	30.39797432	-86.50681545	Dark - Lighted
	30.38721439	-86.44748553	Daylight
	30.39535439	-86.51043553	Daylight
	30.39441434	-86.49934547	Daylight
	30.3894643	-86.42181549	Daylight
	30.38212439	-86.41451553	Dark - Lighted
	30.39528436	-86.51411552	Dark - Lighted
North	30.38626429	-86.40216552	Daylight
	30.3894898	-86.46426612	Daylight
	30.39547439	-86.51302553	Dusk
	30.38734439	-86.45653553	Dawn
	30.38701439	-86.44298553	Dark - Not Lighted
	30.38702439	-86.44310553	Daylight
	30.38561435	-86.46528545	Daylight
	30.3959843	-86.5128755	Daylight
	30.38843049	-86.44333288	Daylight
	30.39685576	-86.51151939	Unknown
East North	30.38944439	-86.42178553	Daylight
	30.38699381	-86.44274304	Daylight
	30.38721439	-86.44748553	Daylight
	30.39549439	-86.50979553	Daylight
	30.39058436	-86.44724548	Dark - Lighted
	30.38869439	-86.43094553	Daylight
	30.39472547	-86.50824993	Dark - Lighted
	30.38701337	-86.44745793	Daylight
West			

	30.38944435	-86.42866548	Daylight
	30.39118429	-86.42666545	Daylight
	30.38730435	-86.43498547	Daylight
	30.38896436	-86.42630547	Daylight
	30.3910543	-86.49027551	Daylight
	30.39115429	-86.42684545	Dark - Lighted
	30.39706433	-86.48364549	Dusk
North	30.39708237	-86.48364641	Daylight
	30.38626429	-86.40216552	Dark - Lighted
	30.39706433	-86.48364549	Dark - Lighted
	30.3894643	-86.42181549	Dark - Lighted
East	30.38481027	-86.48183887	Dark - Not Lighted
	30.3870343	-86.40626546	Daylight
	30.38644435	-86.40219552	Daylight
South	30.39560078	-86.50495934	Dark - Lighted
North	30.3875777	-86.41398528	Daylight
	30.38826433	-86.43043544	Dark - Not Lighted
	30.39529439	-86.51197553	Dark - Lighted
	30.38786439	-86.44372553	Daylight
	30.38780437	-86.41037545	Daylight
	30.39115429	-86.42684545	Daylight
	30.39118429	-86.42666545	Daylight
	30.38877439	-86.43399553	Dark - Lighted
	30.39744433	-86.4906655	Dark - Not Lighted
West	30.39218725	-86.49630946	Daylight
West	30.38961025	-86.48422121	Daylight
	30.38947429	-86.41968547	Daylight
	30.39706433	-86.48364549	Daylight
	30.38885433	-86.48051548	Daylight
	30.39014439	-86.42825553	Daylight
	30.38877436	-86.42618553	Daylight
	30.38605432	-86.40010548	Daylight
	30.38946316	-86.42181548	Daylight
	30.38627197	-86.40211733	Daylight
	30.39536436	-86.51042552	Dark - Lighted
East	30.38946434	-86.46425544	Dusk
South	30.38898436	-86.43039553	Dusk
	30.38807433	-86.47603551	Daylight
	30.38625439	-86.40215553	Dark - Lighted
	30.38944439	-86.42178553	Dark - Lighted
	30.3870343	-86.40626546	Daylight
East	30.38737643	-86.45646248	Daylight
	30.38719902	-86.44311411	Daylight
	30.39536436	-86.51042552	Daylight
	30.40349432	-86.50225548	Daylight
	30.38885433	-86.48051548	Daylight
	30.38807433	-86.47603551	Daylight

	30.38397238	-86.49622328	Daylight
	30.3968143	-86.48137546	Daylight
	30.39536436	-86.51042552	Daylight
	30.39212432	-86.49600543	Daylight
North	30.39210687	-86.49596873	Daylight
	30.38947429	-86.41968547	Daylight
	30.39226439	-86.49596553	Dark - Lighted
West	30.38876581	-86.42623667	Dark - Lighted
	30.38719097	-86.45636903	Daylight
	30.39581439	-86.51075553	Daylight
	30.39032439	-86.41993553	Dark - Lighted
	30.38561435	-86.46528545	Daylight
	30.38864435	-86.41382549	Daylight
	30.38524526	-86.46153877	Daylight
	30.39744433	-86.4906655	Daylight
	30.39464432	-86.50784548	Dark - Lighted
	30.38715706	-86.40622578	Daylight
	30.39284436	-86.46721547	Dark - Lighted
	30.38961439	-86.48358553	Dark - Lighted
West	30.38579601	-86.46539743	Daylight
	30.38719435	-86.45642551	Daylight
	30.3894643	-86.42181549	Daylight
	30.3870343	-86.40626546	Daylight
	30.38806439	-86.43035553	Daylight
East	30.38942074	-86.4833312	Daylight
	30.38807433	-86.47603551	Dark - Lighted
	30.3870343	-86.40626546	Daylight
	30.39598025	-86.47328302	Dark - Lighted
	30.39227155	-86.49596991	Dark - Lighted
West	30.38891657	-86.48081964	Dark - Lighted
	30.39620439	-86.48099553	Daylight
	30.38165986	-86.4160548	Dark - Lighted
	30.39091433	-86.49033549	Daylight
	30.38734439	-86.45653553	Daylight
	30.38818439	-86.42548553	Daylight
West	30.39787341	-86.48484676	Daylight
	30.38576435	-86.46524548	Daylight
	30.39291434	-86.49975551	Dark - Lighted
	30.38701337	-86.44745793	Daylight
	30.38966439	-86.42188553	Daylight
	30.38893439	-86.42226553	Daylight
	30.39412433	-86.50538551	Daylight
	30.38749439	-86.43497553	Daylight
	30.38626429	-86.40216552	Daylight
			Daylight
	30.38561435	-86.46528545	Dusk
	30.38877436	-86.42618553	Dark - Lighted

	30.40258433	-86.48396552	Daylight
	30.38946434	-86.46425544	Daylight
West	30.38891657	-86.48081964	Daylight
	30.39536436	-86.51042552	Dusk
	30.3894643	-86.42181549	Dark - Lighted
	30.38702434	-86.44746548	Daylight
	30.38275439	-86.42610553	Dark - Lighted
	30.38946434	-86.46425544	Daylight
	30.38540086	-86.46148038	Dark - Lighted
East	30.38864179	-86.41380491	Dusk
	30.38897433	-86.48047551	Daylight
North	30.38791047	-86.47606133	Dark - Not Lighted
	30.38568436	-86.39810547	Daylight
	30.39298428	-86.49023552	Daylight
	30.38885433	-86.48051548	Daylight
	30.39991431	-86.45736547	Dusk
	30.3872143	-86.40621551	Daylight
North	30.39877843	-86.49521553	Daylight
	30.38947429	-86.41968547	Daylight
North	30.3896415	-86.48025002	Daylight
	30.38896436	-86.42630547	Daylight
	30.38575439	-86.46524553	Dark - Lighted
	30.38864435	-86.41382549	Daylight
	30.38281434	-86.4272155	Dark - Lighted
	30.38807433	-86.47603551	Dark - Lighted
	30.39132439	-86.48120553	Daylight
	30.3887643	-86.40450544	Daylight
	30.39227433	-86.4959655	Daylight
	30.38946686	-86.41967753	Daylight
	30.40055429	-86.42665547	Daylight
	30.3810168	-86.41010297	Daylight
	30.3870343	-86.40626546	Daylight
West	30.38703959	-86.44777752	Daylight
	30.38826433	-86.43043544	Daylight
	30.3872143	-86.40621551	Daylight
South	30.40219733	-86.49522507	Dark - Not Lighted
East	30.38882506	-86.42587858	Daylight
	30.38846436	-86.41381545	Daylight
East	30.38623634	-86.40201269	Daylight
	30.38877436	-86.42618553	Daylight
	30.38902439	-86.45546553	Daylight
North	30.38103665	-86.41010076	Daylight
	30.38275439	-86.42610553	Daylight
	30.38701439	-86.44298553	Daylight
East	30.38136587	-86.4135208	Daylight
West	30.38645654	-86.40225642	Daylight
	30.38947429	-86.41968547	Daylight

	30.38576739	-86.46523827	Daylight
	30.38737431	-86.4564755	Dusk
	30.38826433	-86.43043544	Dark - Lighted
	30.38287439	-86.42836553	Daylight
	30.38734439	-86.45653553	Daylight
	30.38846436	-86.41381545	Daylight
	30.39464432	-86.50784548	Dark - Lighted
	30.3961343	-86.5074355	Dark - Not Lighted
	30.38719435	-86.45642551	Dark - Lighted
East	30.38561435	-86.46528545	Dark - Unknown Lighting
	30.38839733	-86.42965895	Dark - Unknown Lighting
	30.39563439	-86.51332553	Daylight
	30.39706433	-86.48364549	Daylight
	30.39706433	-86.48364549	Daylight
West	30.38209439	-86.42280553	Dark - Not Lighted
	30.3856454	-86.4654376	Daylight
	30.39210439	-86.44616553	Dusk
	30.39298428	-86.49023552	Daylight
	30.38896436	-86.42630547	Daylight
	30.38885433	-86.48051548	Dark - Lighted
	30.38969435	-86.42179544	Daylight
	30.38191439	-86.41830553	Daylight
	30.3894643	-86.42181549	Daylight
	30.38864435	-86.41382549	Dark - Lighted
South	30.39112792	-86.42683906	Dark - Lighted
East	30.39529956	-86.51012213	Daylight
	30.38877436	-86.42618553	Daylight
	30.39290789	-86.49971051	Daylight
	30.38522429	-86.46157551	Daylight
	30.39667439	-86.47269553	Daylight
South	30.38804265	-86.43035756	Daylight
North	30.3894898	-86.46426612	Daylight
	30.38644435	-86.40219552	Daylight
	30.38688439	-86.42391553	Daylight
	30.38737431	-86.4564755	Daylight
East	30.38947713	-86.42164952	Daylight
	30.39212432	-86.49600543	Daylight
	30.38946434	-86.46425544	Daylight
	30.38719435	-86.45642551	Dusk
	30.40222431	-86.49522544	Daylight
	30.39121656	-86.42667673	Daylight
	30.38763053	-86.45510113	Daylight
West	30.38998431	-86.48525549	Daylight
East	30.39176436	-86.49436551	Daylight
	30.39366439	-86.50252553	Daylight
	30.40515431	-86.5037955	Daylight
	30.38702434	-86.44746548	Daylight

West	30.38581432	-86.46548546	Daylight
	30.39016435	-86.45801553	Daylight
	30.38807433	-86.47603551	Daylight
North	30.38810075	-86.47602873	Daylight
	30.39536436	-86.51042552	Dark - Lighted
East	30.38891582	-86.48017045	Daylight
	30.3872143	-86.40621551	Dark - Not Lighted
	30.37957434	-86.39799549	Dark - Lighted
	30.38862434	-86.43543551	Daylight
East	30.38897971	-86.42621348	Daylight
East	30.38896777	-86.42628508	Unknown
	30.38969435	-86.42179544	Daylight
East	30.38241069	-86.42262852	Daylight
West	30.38302006	-86.43160189	Daylight
	30.38997436	-86.42657545	Daylight
	30.39536436	-86.51042552	Dark - Lighted
	30.38760471	-86.4808655	Daylight
	30.3894643	-86.42181549	Daylight
South	30.38810104	-86.43035045	Dark - Lighted
North	30.39109892	-86.4902632	Daylight
	30.39706433	-86.48364549	Daylight
South	30.38883688	-86.48052054	Daylight
	30.39227433	-86.4959655	Daylight
	30.38719435	-86.45642551	Daylight
North	30.39110147	-86.42683258	Daylight
	30.3943143	-86.46856547	Daylight
	30.38896436	-86.42630547	Dark - Lighted
	30.39464432	-86.50784548	Dusk
	30.38826433	-86.43043544	Daylight
East	30.38896266	-86.48041451	Daylight
	30.39115429	-86.42684545	Daylight
South	30.38882813	-86.48052305	Daylight
	30.38703045	-86.44759033	Daylight
	30.38885433	-86.48051548	Daylight
	30.39647432	-86.47838545	Daylight
	30.3894643	-86.42181549	Dark - Lighted
	30.39648439	-86.50937553	Dark - Lighted
	30.38558439	-86.42237553	Daylight
	30.38576439	-86.46263553	Daylight
	30.3970363	-86.48360952	Daylight
East	30.38563139	-86.46462902	Daylight
	30.38530979	-86.46154768	Daylight
	30.38896436	-86.42630547	Dark - Lighted
	30.38561435	-86.46528545	Daylight
East	30.396128	-86.50740515	Daylight
	30.38274429	-86.42609546	Daylight
	30.38896436	-86.42630547	Daylight

	30.38896436	-86.42630547	Daylight
	30.38561435	-86.46528545	Daylight
	30.38644435	-86.40219552	Daylight
	30.38899692	-86.42612867	Daylight
	30.39536436	-86.51042552	Daylight
	30.3870343	-86.40626546	Daylight
	30.3894643	-86.42181549	Daylight
	30.38644435	-86.40219552	Dark - Lighted
	30.38864435	-86.41382549	Daylight
	30.38897714	-86.48047069	Dark - Lighted
	30.39115429	-86.42684545	Daylight
	30.38886439	-86.48052553	Dark - Lighted
West	30.389508	-86.48375686	Daylight
	30.38561435	-86.46528545	Daylight
	30.38561435	-86.46528545	Dusk
	30.40982432	-86.47694552	Daylight
	30.38826433	-86.43043544	Daylight
	30.38874439	-86.42627553	Daylight
	30.38780437	-86.41037545	Daylight
	30.38720433	-86.44745548	Dawn
	30.38576435	-86.46524548	Daylight
	30.39212432	-86.49600543	Daylight
East	30.38907535	-86.42568324	Daylight
	30.39284436	-86.46721547	Daylight
	30.38826433	-86.43043544	Dark - Lighted
	30.39682842	-86.48149947	Daylight
	30.38693439	-86.43913553	Dark - Not Lighted
East	30.38807953	-86.43032486	Daylight
	30.38896436	-86.42630547	Daylight
	30.38280508	-86.42609309	Daylight
	30.38826433	-86.43043544	Daylight
	30.3872143	-86.40621551	Daylight
	30.38818439	-86.45121553	Dark - Lighted
North	30.38727333	-86.44745155	Daylight
	30.39254432	-86.48343547	Daylight
	30.39058436	-86.44724548	Daylight
	30.38898192	-86.42631023	Daylight
	30.38786439	-86.44372553	Dark - Lighted
West	30.38712098	-86.45672625	Daylight
	30.38807433	-86.47603551	Daylight
West	30.39542365	-86.51073043	Daylight
	30.39536436	-86.51042552	Dark - Lighted
	30.39706028	-86.4835832	Daylight
	30.39088217	-86.45312152	Daylight
	30.38946434	-86.46425544	Daylight
North	30.39711838	-86.48364818	Daylight
	30.3894643	-86.42181549	Dark - Not Lighted

West	30.39195993	-86.42702236	Daylight
	30.38866995	-86.42680937	Other
	30.38826433	-86.43043544	Unknown
	30.38864435	-86.41382549	Daylight
	30.38946434	-86.46425544	Daylight
East	30.38877943	-86.42615484	Dark - Lighted
	30.38947429	-86.41968547	Daylight
	30.38899979	-86.42606273	Daylight
	30.39115429	-86.42684545	Daylight
	30.38702434	-86.44746548	Daylight
West	30.39412433	-86.50538551	Daylight
	30.389508	-86.48375686	Daylight
	30.39706433	-86.48364549	Daylight
	30.38938081	-86.43038823	Dark - Lighted
	30.38877436	-86.42618553	Daylight
West	30.38809946	-86.44088658	Dusk
	30.39647437	-86.5089455	Daylight
	30.38897433	-86.48047551	Daylight
	30.38964818	-86.48371908	Dark - Lighted
	30.38896436	-86.42630547	Daylight
West	30.38807433	-86.47603551	Daylight
	30.3894643	-86.42181549	Dark - Lighted
	30.38831284	-86.43037684	Daylight
	30.38460435	-86.4884055	Daylight
	30.38886439	-86.48052553	Daylight
West	30.38887574	-86.48056823	Daylight
	30.3881793	-86.43034545	Daylight
	30.394868	-86.50810925	Dark - Lighted
	30.38575129	-86.46518489	Dark - Lighted
	30.39225607	-86.49597041	Daylight
West	30.41142027	-86.47946969	Daylight
	30.39547439	-86.51302553	Dark - Lighted
	30.38561435	-86.46528545	Daylight
	30.3895195	-86.46428281	Dark - Lighted
	30.38799434	-86.41035553	Daylight
West	30.38826433	-86.43043544	Daylight
	30.39706433	-86.48364549	Dark - Lighted
	30.38356838	-86.42606302	Daylight
	30.3887641	-86.42624689	Daylight
	30.39097865	-86.49063906	Dark - Lighted
North	30.38898994	-86.42615211	Dark - Lighted
	30.39536436	-86.51042552	Dark - Lighted
	30.38783361	-86.41040217	Daylight
	30.39115429	-86.42684545	Daylight
	30.39536436	-86.51042552	Dark - Lighted
North	30.39169436	-86.42696407	Dark - Not Lighted
	30.38806439	-86.43035553	Daylight

West

30.39027439	-86.42246553	Daylight
30.39441434	-86.49934547	Daylight
30.38457432	-86.48981543	Daylight
30.38946434	-86.46425544	Daylight
30.38961025	-86.48422121	Daylight
30.39212432	-86.49600543	Daylight
30.3829727	-86.43062434	Daylight
30.38851831	-86.47290013	Dark - Lighted
30.38826433	-86.43043544	Dark - Not Lighted
30.38888025	-86.48073748	Dark - Lighted
30.39744207	-86.49068619	Dark - Lighted
30.38982371	-86.42178538	Dark - Lighted

<u>WEATHER_CONDITION</u>	<u>ROAD_SURFACE_CONDITION</u>	<u>TYPE_OF_IMPACT</u>
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Rain	Wet	Front to Rear
Cloudy	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Front
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Front to Rear
Cloudy	Dry	Other
Cloudy	Wet	Front to Rear
Rain	Wet	Angle
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Cloudy	Dry	Other
Rain	Wet	Angle
Cloudy	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Other

Clear	Dry	Front to Rear
Clear	Dry	Other
Cloudy	Wet	Angle
Clear	Dry	Other
Rain	Wet	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Front
Clear	Dry	Angle
Cloudy	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Other
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Rain	Wet	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Sideswipe, Same Direction
Cloudy	Wet	Front to Rear
Clear	Dry	Front to Rear
Cloudy	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Fog, Smog, Smoke	Wet	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction

Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Rain	Wet	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Unknown
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Rain	Wet	Front to Rear
Clear	Dry	Other
Clear	Dry	Unknown
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Front
Cloudy	Dry	Front to Rear
Cloudy	Dry	Sideswipe, Same Direction
Rain	Wet	Front to Rear
Cloudy	Wet	Angle
Clear	Dry	Sideswipe, Opposite Direction
Cloudy	Dry	Front to Rear
Rain	Wet	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Cloudy	Dry	Angle
Clear	Dry	Front to Rear
Rain	Wet	Angle
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Cloudy	Dry	Other
Rain	Wet	Front to Rear
Rain	Wet	Front to Rear
Cloudy	Dry	Angle
Cloudy	Dry	Angle

Clear	Dry	Angle
Cloudy	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Angle
Cloudy	Dry	Angle
Clear	Dry	Angle
Cloudy	Wet	Front to Rear
Clear	Dry	Angle
Cloudy	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Sideswipe, Same Direction
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Other
Clear	Dry	Other
Clear	Dry	Sideswipe, Same Direction
Fog, Smog, Smoke	Dry	Angle
Cloudy	Dry	Front to Rear
Fog, Smog, Smoke	Dry	Other
Rain	Wet	Angle
Cloudy	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Angle
Fog, Smog, Smoke	Dry	Other
Cloudy	Dry	Angle
Cloudy	Wet	Front to Rear
Cloudy	Wet	Other
Clear	Dry	Sideswipe, Opposite Direction
Cloudy	Dry	Front to Front

Clear	Dry	Angle
Clear	Dry	Front to Front
Cloudy	Wet	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Cloudy	Dry	Front to Rear
Cloudy	Dry	Front to Rear
Cloudy	Dry	Other
Cloudy	Dry	Front to Front
Clear	Dry	Other
Clear	Dry	Other
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Unknown
Clear	Dry	Angle
Clear	Dry	Front to Rear
Cloudy	Dry	Sideswipe, Same Direction
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Other
Cloudy	Dry	Angle
Cloudy	Dry	Angle
Cloudy	Dry	Angle
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Sideswipe, Same Direction
Clear	Dry	Front to Front
Cloudy	Dry	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Other	Unknown	Unknown
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear

Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Sideswipe, Opposite Direction
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Angle
Rain	Wet	Front to Front
Rain	Wet	Angle
Rain	Wet	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Angle
Rain	Wet	Sideswipe, Same Direction
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Cloudy	Wet	Front to Rear
Rain	Wet	Other
Clear	Dry	Angle
Cloudy	Wet	Other
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Sideswipe, Opposite Direction
Clear	Dry	Front to Rear
Clear	Dry	Angle

Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Sideswipe, Same Direction
Rain	Wet	Front to Rear
Clear	Dry	Angle
Rain	Wet	Front to Rear
Clear	Dry	Angle
Rain	Wet	Angle
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Cloudy	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Sideswipe, Opposite Direction
Clear	Dry	Angle
Cloudy	Wet	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Rain	Wet	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Cloudy	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Cloudy	Dry	Angle
Cloudy	Dry	Front to Rear
Cloudy	Dry	Other
Fog, Smog, Smoke	Wet	Other
Cloudy	Dry	Front to Front

Cloudy	Dry	Front to Rear
Cloudy	Dry	Angle
Cloudy	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Other
Cloudy	Dry	Angle
Cloudy	Wet	Other
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Opposite Direction
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Cloudy	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Angle
Rain	Wet	Other
Rain	Wet	Angle
Clear	Dry	Angle
Cloudy	Dry	Angle
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Cloudy	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Sideswipe, Opposite Direction
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Angle
Clear	Dry	Other
Cloudy	Dry	Angle
Fog, Smog, Smoke	Wet	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle

Clear	Dry	Other
Clear	Dry	Other
Clear	Dry	Front to Rear
Cloudy	Dry	Front to Rear
Cloudy	Dry	Front to Rear
Clear	Dry	Other
Cloudy	Dry	Sideswipe, Same Direction
Cloudy	Dry	Front to Rear
Cloudy	Wet	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Rear
Fog, Smog, Smoke	Wet	Front to Rear
Cloudy	Dry	Other
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Angle
Rain	Wet	Front to Rear
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Clear	Dry	Other
Cloudy	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Cloudy	Dry	Other
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Angle
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Cloudy	Wet	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Opposite Direction
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear

Clear	Dry	Front to Front
Clear	Dry	Front to Front
Cloudy	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Rain	Wet	Sideswipe, Same Direction
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Angle
Cloudy	Wet	Sideswipe, Same Direction
Cloudy	Wet	Front to Rear
Clear	Dry	Angle
Cloudy	Dry	Sideswipe, Same Direction
Cloudy	Wet	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Cloudy	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Other
Cloudy	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Cloudy	Dry	Other
Clear	Dry	Front to Front
Cloudy	Wet	Front to Rear
Clear	Dry	Sideswipe, Opposite Direction
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Front to Rear

Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Cloudy	Wet	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Cloudy	Wet	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Cloudy	Wet	Other
Clear	Dry	Front to Rear
Cloudy	Dry	Angle
Clear	Dry	Other
Rain	Wet	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Other
Clear	Dry	Angle
Rain	Wet	Front to Front
Rain	Wet	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Rear
Cloudy	Dry	Angle
Cloudy	Dry	Front to Rear
Clear	Dry	Angle
Rain	Wet	Angle
Clear	Dry	Sideswipe, Same Direction
Rain	Wet	Angle
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Cloudy	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Angle

Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Rear to Rear
Cloudy	Dry	Sideswipe, Opposite Direction
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Cloudy	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Fog, Smog, Smoke	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Rain	Wet	Other
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Rain	Wet	Other
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Rain	Wet	Angle
Cloudy	Dry	Front to Rear
Other	Unknown	Unknown
Clear	Dry	Front to Rear
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Angle

Clear	Dry	Angle
Cloudy	Dry	Angle
Clear	Dry	Other
Rain	Wet	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Rain	Wet	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Front
Cloudy	Wet	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Front
Rain	Wet	Angle
Cloudy	Dry	Front to Rear
Clear	Dry	Angle
Rain	Wet	Front to Rear
Clear	Dry	Angle
Rain	Wet	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Rain	Wet	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Front
Rain	Wet	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Fog, Smog, Smoke	Dry	Front to Rear
Clear	Dry	Front to Rear

Clear	Dry	Rear to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Other
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Cloudy	Wet	Front to Rear
Fog, Smog, Smoke	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Cloudy	Dry	Front to Rear
Cloudy	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Cloudy	Dry	Angle
Rain	Wet	Angle
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Cloudy	Dry	Sideswipe, Opposite Direction
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Cloudy	Dry	Other
Rain	Wet	Angle
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other

Rain	Wet	Angle
Rain	Wet	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Rain	Wet	Other
Clear	Dry	Unknown
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Opposite Direction
Rain	Wet	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Cloudy	Dry	Unknown
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Rear
Cloudy	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Cloudy	Dry	Other
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Angle
Cloudy	Dry	Front to Front
Cloudy	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Rain	Wet	Angle
Clear	Dry	Angle
Cloudy	Wet	Other
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Cloudy	Wet	Other

Cloudy	Wet	Other
Clear	Dry	Sideswipe, Same Direction
Rain	Wet	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Unknown
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Angle
Cloudy	Dry	Front to Rear
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Angle
Cloudy	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Other
Clear	Dry	Angle
Cloudy	Dry	Front to Rear
Cloudy	Dry	Angle
Clear	Dry	Angle

Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Cloudy	Wet	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Cloudy	Wet	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Other
Rain	Wet	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Rear
Cloudy	Dry	Angle
Rain	Wet	Other
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Other
Rain	Wet	Angle
Clear	Dry	Angle
Clear	Dry	Sideswipe, Opposite Direction
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Sideswipe, Same Direction

Clear	Dry	Front to Rear
Clear	Dry	Other
Cloudy	Dry	Angle
Clear	Dry	Front to Rear
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Front to Rear
Cloudy	Dry	Other
Clear	Dry	Angle
Clear	Dry	Front to Front
Cloudy	Wet	Angle
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Angle
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Cloudy	Dry	Angle
Cloudy	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Cloudy	Wet	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Rain	Wet	Other
Rain	Wet	Sideswipe, Same Direction
Clear	Dry	Front to Rear

Clear	Dry	Front to Rear
Cloudy	Wet	Sideswipe, Same Direction
Other	Unknown	Other
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Cloudy	Wet	Sideswipe, Same Direction
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Other
Clear	Dry	Angle
Clear	Dry	Sideswipe, Same Direction
Rain	Wet	Front to Rear
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Other
Rain	Wet	Other
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Clear	Dry	Front to Rear
Clear	Dry	Other
Clear	Dry	Other
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Rain	Wet	Angle
Clear	Dry	Sideswipe, Same Direction
Cloudy	Dry	Other
Clear	Dry	Other
Clear	Wet	Front to Rear
Clear	Dry	Other

Clear	Dry	Front to Rear
Clear	Dry	Angle
Clear	Dry	Angle
Clear	Dry	Front to Front
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Sideswipe, Same Direction
Rain	Wet	Front to Front
Clear	Dry	Angle
Clear	Dry	Front to Rear
Clear	Dry	Front to Rear
Clear	Dry	Angle

<u>FIRST_HARMFUL_EVENT</u>	<u>LOCATION</u>	<u>INTERCHANGE_FLAG</u>
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	Median	Y
Curb	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Ditch	Off Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Other Non-Collision	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Parked Motor Vehicle	On Roadway	N
Other Non-Fixed Object	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Parked Motor Vehicle	On Roadway	N
Motor Vehicle in Transport	Off Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Other Non-Collision	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	
Motor Vehicle in Transport	On Roadway	N
Pedalcycle	On Roadway	N

Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Other Non-Fixed Object	In Parking Lane or Zone	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Embankment	Median	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Traffic Sign Support	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Traffic Sign Support	Off Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Concrete Traffic Barrier	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedalcycle	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y

Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	N
Utility Pole/Light Support	Unknown	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Fence	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N

Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Pedalcycle	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	In Parking Lane or Zone	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Traffic Sign Support	Off Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Pedestrian	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Traffic Sign Support	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y

Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	
Motor Vehicle in Transport	Median	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Other Post, Pole or Support	Off Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	Y
Curb	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Other Non-Collision	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Traffic Sign Support	Off Roadway	N
Pedestrian	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N

Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Other Post, Pole or Support	Off Roadway	N
Pedalcycle	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Other Fixed Object	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N

Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Guardrail Face	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Curb	Shoulder	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Other Non-Fixed Object	On Roadway	N
Other Non-Fixed Object	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y

Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Other Non-Collision	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Overturn/Rollover	Median	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedalcycle	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Other Fixed Object	Median	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N

Traffic Signal Support	Off Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	Off Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Curb	Median	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Traffic Sign Support	Off Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedalcycle	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	In Parking Lane or Zone	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N

Motor Vehicle in Transport	In Parking Lane or Zone	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	Y
Pedalcycle	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedalcycle	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Other Fixed Object	Off Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N

Pedalcycle	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Other Traffic Barrier	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y

Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Other Fixed Object	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedalcycle	On Roadway	Y
Curb	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Traffic Sign Support	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Other Fixed Object	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Curb	Median	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N

[illegible]

Parked Motor Vehicle	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Fell/Jumped From Motor Vehicle	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Utility Pole/Light Support	Off Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Overturn/Rollover	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Pedalcycle	Roadside	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
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Motor Vehicle in Transport	On Roadway	N
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Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Traffic Sign Support	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y

Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
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Motor Vehicle in Transport	On Roadway	N
Pedalcycle	On Roadway	N
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Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Mailbox	Unknown	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Overturn/Rollover	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
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Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Ditch	Off Roadway	N

Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Other Non-Fixed Object	On Roadway	Y
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Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Traffic Sign Support	Shoulder	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
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Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
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Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	In Parking Lane or Zone	N
Motor Vehicle in Transport	On Roadway	Y
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Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Pedalcycle	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedalcycle	On Roadway	N
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Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y

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Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
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Pedalcycle	On Roadway	Y
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Pedestrian	On Roadway	Y
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Pedestrian	On Roadway	N
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Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Overturn/Rollover	Shoulder	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
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Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	N
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Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
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Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y

Motor Vehicle in Transport	On Roadway	N
Pedalcycle	On Roadway	Y
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Motor Vehicle in Transport	On Roadway	N
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Impact Attenuator/Crash Cushion	On Roadway	Y
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Motor Vehicle in Transport	On Roadway	Y
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Traffic Sign Support	On Roadway	N
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Pedestrian	On Roadway	Y
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Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Parked Motor Vehicle	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedalcycle	On Roadway	N

Motor Vehicle in Transport	On Roadway	N
Other Non-Fixed Object	On Roadway	N
Utility Pole/Light Support	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Fell/Jumped From Motor Vehicle	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Curb	Shoulder	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	In Parking Lane or Zone	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Overturn/Rollover	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Pedestrian	Off Roadway	N
Motor Vehicle in Transport	On Roadway	N
Pedestrian	On Roadway	N

Motor Vehicle in Transport	On Roadway	Y
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Motor Vehicle in Transport	On Roadway	N
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Motor Vehicle in Transport	On Roadway	N
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Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	Y
Motor Vehicle in Transport	On Roadway	N
Motor Vehicle in Transport	On Roadway	Y

<u>JUNCTION_FLAG</u>	<u>ROAD_CIRCUMSTANCES_1</u>	<u>ROAD_CIRCUMSTANCES_2</u>
Intersection	None	
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Intersection	Road Surface Condition	
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Intersection	None	
Intersection-Related	None	
Intersection	Work Zone	
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Intersection-Related	None	
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Intersection	Road Surface Condition	
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Intersection-Related	None	
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Intersection-Related	None	
Intersection	None	
Intersection	None	
Intersection-Related	Road Surface Condition	
Intersection-Related	None	
Intersection-Related	Work Zone	Other
Intersection	None	
Intersection-Related	None	
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Intersection	Other	
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Intersection-Related	Work Zone	Road Surface Condition
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Intersection-Related	Work Zone	
Intersection	None	

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Intersection-Related	Road Surface Condition
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Intersection	Road Surface Condition
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Intersection-Related	Work Zone
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Intersection-Related	Road Surface Condition
Intersection-Related	Other
Intersection	Work Zone
Intersection-Related	None
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Intersection-Related	None
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[illegible]

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Intersection	Work Zone
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Intersection-Related	Road Surface Condition
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Intersection-Related	None
Intersection	Obstruction in Roadway
Intersection	Obstruction in Roadway
Intersection	None

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Intersection	Road Surface Condition	None
Intersection	None	
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Intersection	Work Zone
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Intersection-Related	Obstruction in Roadway
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Intersection-Related	Road Surface Condition
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Intersection-Related	None
Intersection	None

Intersection-Related	None
Intersection-Related	None
Intersection-Related	None
Intersection-Related	Road Surface Condition
Intersection	None
Intersection-Related	None
Intersection	None
Intersection-Related	None
Intersection-Related	None
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Intersection-Related	Road Surface Condition
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Intersection	Road Surface Condition
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Intersection-Related	None
Intersection-Related	Road Surface Condition
Intersection	None
Intersection-Related	None
Intersection-Related	None
Intersection	None
Intersection	None
Intersection	None
Intersection	None
Intersection	None

Intersection-Related	None
Intersection	None
Intersection	Unknown
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Intersection-Related	None
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Intersection-Related	None
Intersection	None
Intersection-Related	None
Intersection	None
Intersection-Related	Road Surface Condition
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Intersection	None
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Intersection-Related	None
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Intersection-Related	Road Surface Condition
Intersection	None

Intersection	None
Intersection	None
Intersection	None
Intersection	None
Intersection-Related	None
Intersection	None
Intersection	None
Intersection	None
Intersection	None
Intersection	None
Intersection-Related	None
Intersection	None

ROAD_CIRCUMSTANCES_3**ENVIRONMENT_CIRCUMSTANCES_1****ENVIRONMENT_CIRCUMSTANCES_2**

None

None

None

None

None

None

None

None

None

None

Weather Conditions

None

None

Weather Conditions

None

None

None

None

None

None

None

None

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None

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Other

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[illegible]

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Weather Conditions	None
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None	
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None	
None	
None	
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Weather Conditions	
None	
None	
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Physical Obstruction(s)	
None	
None	
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None

None
None
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None
Weather Conditions
None
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Weather Conditions
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Weather Conditions
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Weather Conditions
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Weather Conditions

None

None

[illegible]

[illegible]

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Activity Area

Activity Area

Activity Area

Activity Area

Activity Area

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Activity Area
Activity Area

Activity Area

Activity Area
Activity Area

Activity Area

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Activity Area

Activity Area

Activity Area
Termination Area

Activity Area

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Transition Area

Activity Area

Activity Area

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Transition Area

Transition Area

Activity Area

Activity Area
Advance Warning Area

Activity Area

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Activity Area

Activity Area

Activity Area

Activity Area

Advance Warning Area

Activity Area

Activity Area

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Activity Area

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Activity Area

Activity Area

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N
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N

<u>TYPE_OF_WORK_ZONE</u>	<u>WORKERS_PRESENT</u>	<u>S4_CRASH_TYPE</u>
		Unknown
		Left Rear
		Right Angle
		Left Rear
		Left Entering
		Left Rear
		Rear End
		Unknown
		Rear End
		Rear End
		Left Entering
		Rear End
		Rear End
		Rear End
		Left Entering
		Off Road
		Rear End
		Rear End
		Off Road
		Left Entering
		Single Vehicle
		Other
		Rear End
		Rear End
Lane Closure	N	Rear End
		Rear End
Work on Shoulder or Median	N	Single Vehicle
		Rear End
Work on Shoulder or Median	N	Rear End
		Right Angle
		Left Leaving
		Parked Vehicle
		Rear End
Other	N	Rear End
		Other
Work on Shoulder or Median	N	Right Angle
Work on Shoulder or Median	N	Left Entering
		Left Entering
		Rear End
		Rear End
		Left Entering
		Left Entering
		Right Angle
		Rear End
		Rear End
		Bicycle

Other	N	Rear End
		Right Angle
		Right Angle
		Left Leaving
		Right Angle
		Rear End
		Rear End
		Left Rear
		Single Vehicle
		Left Entering
		Right Angle
		Right Angle
		Rear End
		Off Road
		Right Angle
		Right Angle
		Rear End
		Left Rear
		Pedestrian
		Rear End
		Left Entering
		Left Entering
		Same Direction Sideswipe
		Rear End
		Rear End
		Left Rear
		Rear End
		Rear End
Other	N	Unknown
		Off Road
		Same Direction Sideswipe
Lane Closure	N	Rear End
		Rear End
		Left Entering
Work on Shoulder or Median	N	Rear End
		Left Entering
		Left Entering
Work on Shoulder or Median	N	Off Road
		Rear End
		Rear End
		Rear End
		Off Road
		Left Entering
		Left Rear
		Right Angle
		Bicycle
		Same Direction Sideswipe

		Right Angle
Intermittent or Moving Work	N	Left Entering
Intermittent or Moving Work	N	Rear End
		Rear End
		Right Angle
		Rear End
		Right Angle
		Left Leaving
		Other
		Right Angle
		Rear End
		Pedestrian
		Off Road
		Other
		Right Angle
		Rear End
		Same Direction Sideswipe
		Right Angle
		Rear End
		Left Leaving
		Backed Into
		Left Entering
		Rear End
		Left Rear
		Head On
Work on Shoulder or Median	N	Rear End
		Same Direction Sideswipe
		Rear End
		Other
		Left Entering
		Left Rear
		Same Direction Sideswipe
		Rear End
Work on Shoulder or Median	N	Unknown
Work on Shoulder or Median	N	Rear End
		Right Angle
Work on Shoulder or Median	N	Right/Left
		Right Angle
		Rear End
		Rear End
		Right Angle
		Rear End
		Off Road
		Rear End
		Rear End
		Right Angle
		Right Angle

Lane Shift/Crossover	N	Other
		Pedestrian
		Right Angle
		Head On
		Rear End
		Rear End
		Left Rear
		Rear End
		Left Rear
		Right Angle
		Bicycle
		Backed Into
		Left Entering
		Rear End
		Right/Through
		Rear End
		Rear End
		Right/Through
		Rear End
		Rear End
		Backed Into
		Other
		Left Entering
		Rear End
Lane Closure	N	Parked Vehicle
		Right Angle
		Same Direction Sideswipe
Work on Shoulder or Median	N	Rear End
		Rear End
Work on Shoulder or Median	N	Rear End
		Single Vehicle
		Single Vehicle
		Same Direction Sideswipe
		Right Angle
		Backed Into
		Off Road
		Right Angle
		Rear End
		Pedestrian
		Rear End
		Right Angle
		Off Road
Work on Shoulder or Median	Y	Left Entering
		Rear End
		Other
		Right Angle
		Right Angle

		Left Entering
		Left Leaving
		Left Entering
		Rear End
		Rear End
		Rear End
		Rear End
		Right Angle
		Left Rear
		Right Angle
		Left Entering
		Left Rear
		Rear End
		Rear End
Other	N	Same Direction Sideswipe
		Rear End
		Rear End
		Left Entering
		Same Direction Sideswipe
		Pedestrian
		Left Entering
		Rear End
		Same Direction Sideswipe
		Off Road
		Rear End
Work on Shoulder or Median	N	Pedestrian
		Off Road
		Right/Through
		Right Angle
		Unknown
		Other
		Left Leaving
		Rear End
		Rear End
		Same Direction Sideswipe
Work on Shoulder or Median	Y	Left Entering
		Left Entering
		Rear End
		Backed Into
		Rear End
		Off Road
		Pedestrian
		Right Angle
		Rear End
		Rear End
		Right Angle
		Rear End

		Rear End
		Right Angle
		Right/Left
		Rear End
		Rear End
		Right Angle
Work on Shoulder or Median	N	Right Angle
		Left Entering
		Right Angle
		Left Entering
		Left Entering
		Unknown
		Left Entering
		Left Leaving
		Right Angle
		Rear End
		Rear End
		Left Rear
		Left Rear
		Rear End
		Rear End
Work on Shoulder or Median	Y	Right Angle
		Left Rear
		Left Rear
		Right Angle
		Left Entering
		Rear End
		Right Angle
		Same Direction Sideswipe
		Rear End
		Same Direction Sideswipe
		Same Direction Sideswipe
		Same Direction Sideswipe
		Rear End
		Left Entering
		Right Angle
Work on Shoulder or Median	N	Rear End
		Off Road
		Bicycle
Lane Closure	Y	Rear End
Work on Shoulder or Median	N	Rear End
		Same Direction Sideswipe
		Rear End
		Off Road
		Right/Through
		Rear End
Work on Shoulder or Median	Y	Right Angle

Lane Closure	Y	Rear End
		Rear End
		Rear End
		Off Road
		Same Direction Sideswipe
Work on Shoulder or Median	N	Rear End
		Right Angle
		Rear End
Work on Shoulder or Median	N	Right Angle
		Right/Through
		Rear End
		Rear End
		Rear End
		Rear End
		Left Rear
		Rear End
		Rear End
		Same Direction Sideswipe
		Right/Left
		Other
Work on Shoulder or Median	N	Rear End
		Rear End
		Rear End
		Off Road
		Rear End
		Rear End
Work on Shoulder or Median	N	Left Rear
		Rear End
		Rear End
		Left Entering
Work on Shoulder or Median	N	Right/Through
		Rear End
		Right/Through
		Rear End
		Right Angle
		Right Angle
		Right/Through
		Rear End
		Unknown
		Right Angle
Work on Shoulder or Median	N	Backed Into
		Left Rear
		Rear End
		Single Vehicle
		Single Vehicle
		Head On

Intermittent or Moving Work N

Rear End
Left Entering
Same Direction Sideswipe
Rear End
Rear End
Right Angle
Rear End
Rear End
Left Entering
Right Angle
Rear End
Rollover
Rear End
Rear End
Bicycle
Right Angle
Unknown
Left Leaving
Other
Left Rear
Head On
Same Direction Sideswipe
Pedestrian
Left Entering
Right Angle
Left Entering
Rear End
Rear End
Other
Rear End
Rear End
Left Rear
Same Direction Sideswipe
Opposing Sideswipe
Left Rear
Rear End
Left Rear
Off Road
Left Entering
Rear End
Rear End
Left Leaving
Rear End
Right Angle
Rear End
Rear End
Unknown

Lane Closure	Y	Off Road
		Left Rear
		Rear End
		Rear End
		Rear End
		Left Rear
		Same Direction Sideswipe
		Rear End
		Rear End
		Rear End
Intermittent or Moving Work	N	Rear End
		Rear End
		Other
		Rear End
		Rear End
		Rear End
		Right Angle
		Right Angle
		Left Leaving
		Rear End
		Left Entering
		Same Direction Sideswipe
		Other
		Off Road
		Rear End
		Same Direction Sideswipe
		Off Road
		Left Entering
		Left Rear
		Bicycle
		Left Leaving
		Rear End
		Right/Left
		Same Direction Sideswipe
		Rear End
		Left Rear
		Rear End
		Left Rear
		Rear End
		Right/Through
		Right Angle
		Left Rear
		Left Entering
		Rear End
		Rear End

Right Angle
Head On
Rear End
Same Direction Sideswipe
Rear End
Pedestrian
Bicycle
Right Angle
Same Direction Sideswipe
Same Direction Sideswipe
Left Entering
Rear End
Rear End
Bicycle
Left Entering
Right Angle
Same Direction Sideswipe
Rear End
Right Angle
Same Direction Sideswipe
Rear End
Rear End
Left Leaving
Rear End
Left Rear
Rear End
Left Leaving
Left Rear
Rear End
Left Rear
Left Entering
Left Rear
Rear End
Off Road
Left Leaving
Rear End
Rear End
Backed Into
Head On
Rear End
Right Angle
Right Angle
Rear End
Right/Through
Left Entering
Left Rear
Rear End

Bicycle
Left Entering
Rear End
Backed Into
Left Leaving
Rear End
Rear End
Right/Through
Right Angle
Rear End
Rear End
Right Angle
Left Rear
Rear End
Left Entering
Rear End
Right Angle
Off Road
Rear End
Right Angle
Left Entering
Rear End
Left Entering
Left Entering
Rear End
Backed Into
Other
Right/Through
Head On
Rear End
Rear End
Rear End
Opposing Sideswipe
Rear End
Same Direction Sideswipe
Rear End
Left Rear
Right Angle
Right/Through
Left Entering
Left Entering
Right Angle
Rear End
Right Angle
Same Direction Sideswipe
Rear End
Left Entering

Left Rear
Rear End
Right/Through
Off Road
Left Entering
Rear End
Backed Into
Left Rear
Left Rear
Rear End
Left Rear
Left Entering
Rear End
Rear End
Same Direction Sideswipe
Bicycle
Off Road
Rear End
Same Direction Sideswipe
Rear End
Rear End
Right Angle
Off Road
Same Direction Sideswipe
Rear End
Left Entering
Rear End
Off Road
Right Angle
Right Angle
Rear End
Right Angle
Off Road
Right Angle
Left Rear
Rear End
Right/Left
Rear End
Single Vehicle
Rear End
Rear End
Rear End
Other
Rear End
Left Entering
Unknown
Left Rear

Left Entering
Right Angle
Off Road
Right Angle
Rear End
Left Leaving
Left Entering
Rear End
Right Angle
Right Angle
Rear End
Head On
Left Entering
Left Entering
Left Entering
Unknown
Right Angle
Same Direction Sideswipe
Rear End
Left Entering
Rear End
Left Entering
Right Angle
Left Entering
Rear End
Rear End
Right Angle
Same Direction Sideswipe
Right/Left
Right Angle
Right Angle
Rear End
Left Rear
Rear End
Rear End
Rear End
Same Direction Sideswipe
Right Angle
Pedestrian
Right Angle
Left Rear
Rear End
Rear End
Rear End
Other
Rear End
Rear End

Parked Vehicle
Same Direction Sideswipe
Single Vehicle
Left Rear
Off Road
Other
Rear End
Rear End
Left Rear
Left Leaving
Right Angle
Rear End
Rear End
Same Direction Sideswipe
Left Rear
Right Angle
Left Entering
Rollover
Unknown
Rear End
Right Angle
Rear End
Other
Rear End
Rear End
Left Rear
Left Rear
Bicycle
Left Entering
Rear End
Rear End
Left Rear
Rear End
Left Entering
Right Angle
Right/Left
Rear End
Left Rear
Left Entering
Left Entering
Rear End
Other
Left Rear
Off Road
Rear End
Rear End
Other

Right Angle
Same Direction Sideswipe
Rear End
Left Rear
Right Angle
Rear End
Left Entering
Rear End
Rear End
Rear End
Rear End
Bicycle
Left Rear
Left Leaving
Rear End
Off Road
Rear End
Rear End
Right Angle
Left Entering
Rear End
Right/Through
Left Entering
Rollover
Same Direction Sideswipe
Right Angle
Right Angle
Left Entering
Left Rear
Unknown
Right/Through
Left Entering
Same Direction Sideswipe
Left Rear
Left Rear
Right Angle
Rear End
Rear End
Rear End
Left Entering
Rear End
Backed Into
Right Angle
Single Vehicle
Left Leaving
Rear End
Off Road

Left Entering
Same Direction Sideswipe
Left Entering
Rear End
Left Rear
Rear End
Left Rear
Right Angle
Left Entering
Right Angle
Same Direction Sideswipe
Same Direction Sideswipe
Right Angle
Left Entering
Left Rear
Rear End
Off Road
Left Leaving
Rear End
Rear End
Rear End
Backed Into
Right Angle
Left Entering
Rear End
Rear End
Rear End
Left Rear
Rear End
Right Angle
Same Direction Sideswipe
Other
Rear End
Right Angle
Left Entering
Same Direction Sideswipe
Unknown
Left Entering
Left Rear
Bicycle
Right Angle
Bicycle
Left Rear
Other
Rear End
Left Entering
Right Angle

Right Angle
Right Angle
Right/Through
Backed Into
Rear End
Same Direction Sideswipe
Head On
Bicycle
Backed Into
Rear End
Rear End
Rear End
Rear End
Rear End
Rear End
Rear End
Left Entering
Left Rear
Rear End
Pedestrian
Left Rear
Pedestrian
Rear End
Other
Rear End
Left Rear
Rollover
Same Direction Sideswipe
Left Rear
Rear End
Right Angle
Rear End
Rear End
Same Direction Sideswipe
Left Leaving
Left Rear
Pedestrian
Right Angle
Left Rear
Left Rear
Rear End
Same Direction Sideswipe
Right/Through
Left Rear
Rear End
Pedestrian
Same Direction Sideswipe

Rear End
Bicycle
Right/Through
Left Entering
Rear End
Left Rear
Rear End
Rear End
Rear End
Head On
Left Entering
Off Road
Rear End
Single Vehicle
Left Rear
Left Rear
Left Rear
Rear End
Left Rear
Off Road
Same Direction Sideswipe
Rear End
Rear End
Left Rear
Left Rear
Unknown
Rear End
Rear End
Left Entering
Right Angle
Right Angle
Other
Rear End
Pedestrian
Left Rear
Right Angle
Rear End
Rear End
Rear End
Left Rear
Rear End
Rear End
Rear End
Rear End
Other
Same Direction Sideswipe
Bicycle

Rear End
Same Direction Sideswipe
Off Road
Right/Through
Rear End
Rear End
Right Angle
Left Entering
Left Entering
Rear End
Pedestrian
Rear End
Rear End
Right Angle
Left Rear
Right Angle
Single Vehicle
Right Angle
Left Rear
Right Angle
Left Leaving
Left Entering
Off Road
Left Rear
Same Direction Sideswipe
Rear End
Other
Rear End
Right/Left
Rear End
Rear End
Left Leaving
Left Rear
Pedestrian
Rear End
Same Direction Sideswipe
Rear End
Rollover
Rear End
Rear End
Rear End
Left Entering
Same Direction Sideswipe
Left Rear
Pedestrian
Rear End
Pedestrian

Rear End
Left Leaving
Right Angle
Left Entering
Rear End
Rear End
Same Direction Sideswipe
Right Angle
Right/Through
Left Leaving
Rear End
Unknown

<u>S4_CRASH_TYPE_SIMPLIFIED</u>	<u>S4_CRASH_SEVERITY</u>	<u>S4_CRASH_SEVERITY_DETAIL</u>
Unknown	No Injury	No Injury
Left Turn	Injury	Possible Injury
Angle	Injury	Non-Incapacitating Injury
Left Turn	Injury	Possible Injury
Left Turn	Serious Injury	Incapacitating Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Unknown	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Possible Injury
Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Off Road	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Rear End	Injury	Non-Incapacitating Injury
Off Road	No Injury	No Injury
Left Turn	No Injury	No Injury
Other	Injury	Non-Incapacitating Injury
Other	Injury	Possible Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Other	Injury	Non-Incapacitating Injury
Rear End	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Angle	Injury	Possible Injury
Left Turn	Injury	Possible Injury
Other	Injury	Possible Injury
Rear End	No Injury	No Injury
Rear End	Serious Injury	Incapacitating Injury
Other	Injury	Non-Incapacitating Injury
Angle	Injury	Possible Injury
Left Turn	Injury	Non-Incapacitating Injury
Left Turn	Serious Injury	Incapacitating Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Bicycle	No Injury	No Injury

Rear End	Serious Injury	Incapacitating Injury
Angle	Injury	Non-Incapacitating Injury
Angle	No Injury	No Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Possible Injury
Left Turn	Serious Injury	Incapacitating Injury
Other	No Injury	No Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	Injury	Possible Injury
Off Road	No Injury	No Injury
Angle	Injury	Possible Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Pedestrian	Fatality	Fatal (within 30 days)
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Sideswipe	Injury	Non-Incapacitating Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Possible Injury
Unknown	No Injury	No Injury
Off Road	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Off Road	No Injury	No Injury
Rear End	Injury	Possible Injury
Rear End	Injury	Possible Injury
Rear End	Injury	Possible Injury
Off Road	No Injury	No Injury
Left Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Bicycle	Injury	Possible Injury
Sideswipe	No Injury	No Injury

Angle	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	Injury	Possible Injury
Angle	Injury	Possible Injury
Left Turn	Injury	Non-Incapacitating Injury
Other	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Pedestrian	Injury	Non-Incapacitating Injury
Off Road	No Injury	No Injury
Other	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Angle	Injury	Possible Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Other	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Head On	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	Injury	Possible Injury
Other	No Injury	No Injury
Left Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	Injury	Possible Injury
Unknown	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Angle	Injury	Non-Incapacitating Injury
Right Turn	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	Injury	Possible Injury
Off Road	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Angle	No Injury	No Injury

Other	No Injury	No Injury
Pedestrian	Injury	Non-Incapacitating Injury
Angle	No Injury	No Injury
Head On	Injury	Possible Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Bicycle	Serious Injury	Incapacitating Injury
Other	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	Injury	Possible Injury
Right Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Right Turn	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Other	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Angle	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Other	No Injury	No Injury
Sideswipe	No Injury	No Injury
Angle	No Injury	No Injury
Other	No Injury	No Injury
Off Road	Injury	Possible Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Pedestrian	Injury	Possible Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Off Road	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Angle	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury

Left Turn	Fatality	Fatal (within 30 days)
Left Turn	Injury	Possible Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Left Turn	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Sideswipe	No Injury	No Injury
Pedestrian	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Off Road	No Injury	No Injury
Rear End	No Injury	No Injury
Pedestrian	Fatality	Fatal (within 30 days)
Off Road	Fatality	Fatal (within 30 days)
Right Turn	Injury	Non-Incapacitating Injury
Angle	Injury	Non-Incapacitating Injury
Unknown	No Injury	No Injury
Other	Injury	Possible Injury
Left Turn	No Injury	No Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Left Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Rear End	No Injury	No Injury
Off Road	No Injury	No Injury
Pedestrian	Injury	Non-Incapacitating Injury
Angle	Serious Injury	Incapacitating Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury

Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Right Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury
Angle	Injury	Non-Incapacitating Injury
Left Turn	Injury	Possible Injury
Angle	No Injury	No Injury
Left Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Unknown	Injury	Non-Incapacitating Injury
Left Turn	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Angle	Injury	Possible Injury
Rear End	No Injury	No Injury
Rear End	Injury	Possible Injury
Left Turn	Injury	Possible Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	Serious Injury	Incapacitating Injury
Left Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Sideswipe	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	Injury	Possible Injury
Left Turn	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Off Road	No Injury	No Injury
Bicycle	Injury	Possible Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Off Road	No Injury	No Injury
Right Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury

Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Off Road	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	Injury	Possible Injury
Angle	Injury	Possible Injury
Right Turn	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	Injury	Possible Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Right Turn	No Injury	No Injury
Other	Injury	Possible Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Off Road	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Right Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Right Turn	Injury	Non-Incapacitating Injury
Rear End	Injury	Possible Injury
Angle	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury
Right Turn	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Unknown	Injury	Possible Injury
Angle	Injury	Possible Injury
Other	No Injury	No Injury
Left Turn	Serious Injury	Incapacitating Injury
Rear End	Injury	Possible Injury
Other	No Injury	No Injury
Other	No Injury	No Injury
Head On	No Injury	No Injury

Rear End	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Rollover	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Possible Injury
Bicycle	Injury	Possible Injury
Angle	No Injury	No Injury
Unknown	No Injury	No Injury
Left Turn	Injury	Possible Injury
Other	No Injury	No Injury
Left Turn	No Injury	No Injury
Head On	Injury	Possible Injury
Sideswipe	No Injury	No Injury
Pedestrian	Fatality	Fatal (within 30 days)
Left Turn	Injury	Possible Injury
Angle	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Sideswipe	No Injury	No Injury
Sideswipe	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Off Road	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Unknown	No Injury	No Injury

Off Road	Injury	Possible Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Possible Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Possible Injury
Sideswipe	No Injury	No Injury
Other	No Injury	No Injury
Off Road	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	Injury	Non-Incapacitating Injury
Off Road	Injury	Non-Incapacitating Injury
Left Turn	Serious Injury	Incapacitating Injury
Left Turn	Injury	Possible Injury
Bicycle	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Right Turn	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	Injury	Possible Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	Injury	Possible Injury
Right Turn	No Injury	No Injury
Angle	Serious Injury	Incapacitating Injury
Left Turn	Injury	Possible Injury
Left Turn	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury

Angle	No Injury	No Injury
Head On	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Pedestrian	Serious Injury	Incapacitating Injury
Bicycle	No Injury	No Injury
Angle	Injury	Possible Injury
Sideswipe	No Injury	No Injury
Sideswipe	No Injury	No Injury
Left Turn	Serious Injury	Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Bicycle	No Injury	No Injury
Left Turn	No Injury	No Injury
Angle	Injury	Possible Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rear End	Injury	Non-Incapacitating Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	Injury	Possible Injury
Left Turn	Serious Injury	Incapacitating Injury
Left Turn	No Injury	No Injury
Rear End	Injury	Possible Injury
Left Turn	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Off Road	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Head On	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Right Turn	Injury	Possible Injury
Left Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury

Bicycle	Injury	Possible Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Right Turn	No Injury	No Injury
Angle	Injury	Possible Injury
Rear End	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Angle	Injury	Possible Injury
Left Turn	No Injury	No Injury
Rear End	Injury	Possible Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Off Road	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	Injury	Possible Injury
Left Turn	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Rear End	Injury	Possible Injury
Other	No Injury	No Injury
Other	No Injury	No Injury
Right Turn	No Injury	No Injury
Head On	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	Injury	Possible Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Fatality	Fatal (within 30 days)
Angle	No Injury	No Injury
Right Turn	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury

Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Right Turn	No Injury	No Injury
Off Road	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	Injury	Possible Injury
Other	No Injury	No Injury
Left Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	Injury	Possible Injury
Left Turn	Injury	Non-Incapacitating Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Bicycle	No Injury	No Injury
Off Road	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Possible Injury
Angle	No Injury	No Injury
Off Road	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Off Road	No Injury	No Injury
Angle	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Off Road	No Injury	No Injury
Angle	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Right Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Possible Injury
Unknown	Serious Injury	Incapacitating Injury
Left Turn	Fatality	Fatal (within 30 days)

Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Off Road	Injury	Non-Incapacitating Injury
Angle	Injury	Non-Incapacitating Injury
Rear End	Injury	Possible Injury
Left Turn	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	Injury	Possible Injury
Angle	Injury	Non-Incapacitating Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Head On	Injury	Non-Incapacitating Injury
Left Turn	Injury	Possible Injury
Left Turn	Injury	Possible Injury
Left Turn	No Injury	No Injury
Unknown	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Possible Injury
Angle	Injury	Possible Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	Injury	Possible Injury
Sideswipe	No Injury	No Injury
Right Turn	No Injury	No Injury
Angle	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	Injury	Possible Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Angle	Injury	Possible Injury
Pedestrian	Injury	Possible Injury
Angle	Injury	Possible Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Rear End	Injury	Possible Injury
Rear End	Injury	Possible Injury

Other	No Injury	No Injury
Sideswipe	No Injury	No Injury
Other	Injury	Possible Injury
Left Turn	No Injury	No Injury
Off Road	No Injury	No Injury
Other	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Rear End	Injury	Possible Injury
Left Turn	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rollover	No Injury	No Injury
Unknown	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Other	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	Injury	Possible Injury
Left Turn	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Bicycle	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Possible Injury
Angle	No Injury	No Injury
Right Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Left Turn	Injury	Possible Injury
Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Off Road	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Other	No Injury	No Injury

Angle	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Possible Injury
Angle	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Bicycle	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rear End	Injury	Non-Incapacitating Injury
Off Road	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Possible Injury
Angle	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Right Turn	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rollover	Injury	Non-Incapacitating Injury
Sideswipe	No Injury	No Injury
Angle	No Injury	No Injury
Angle	Injury	Possible Injury
Left Turn	No Injury	No Injury
Left Turn	Serious Injury	Incapacitating Injury
Unknown	No Injury	No Injury
Right Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Sideswipe	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Angle	No Injury	No Injury
Other	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Off Road	No Injury	No Injury

Left Turn	Serious Injury	Incapacitating Injury
Sideswipe	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Possible Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Possible Injury
Angle	Injury	Possible Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Sideswipe	No Injury	No Injury
Sideswipe	No Injury	No Injury
Angle	No Injury	No Injury
Left Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Off Road	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Other	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Sideswipe	No Injury	No Injury
Other	No Injury	No Injury
Rear End	Injury	Possible Injury
Angle	No Injury	No Injury
Left Turn	Injury	Possible Injury
Sideswipe	No Injury	No Injury
Unknown	No Injury	No Injury
Left Turn	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Bicycle	Injury	Non-Incapacitating Injury
Angle	Serious Injury	Incapacitating Injury
Bicycle	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Other	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury

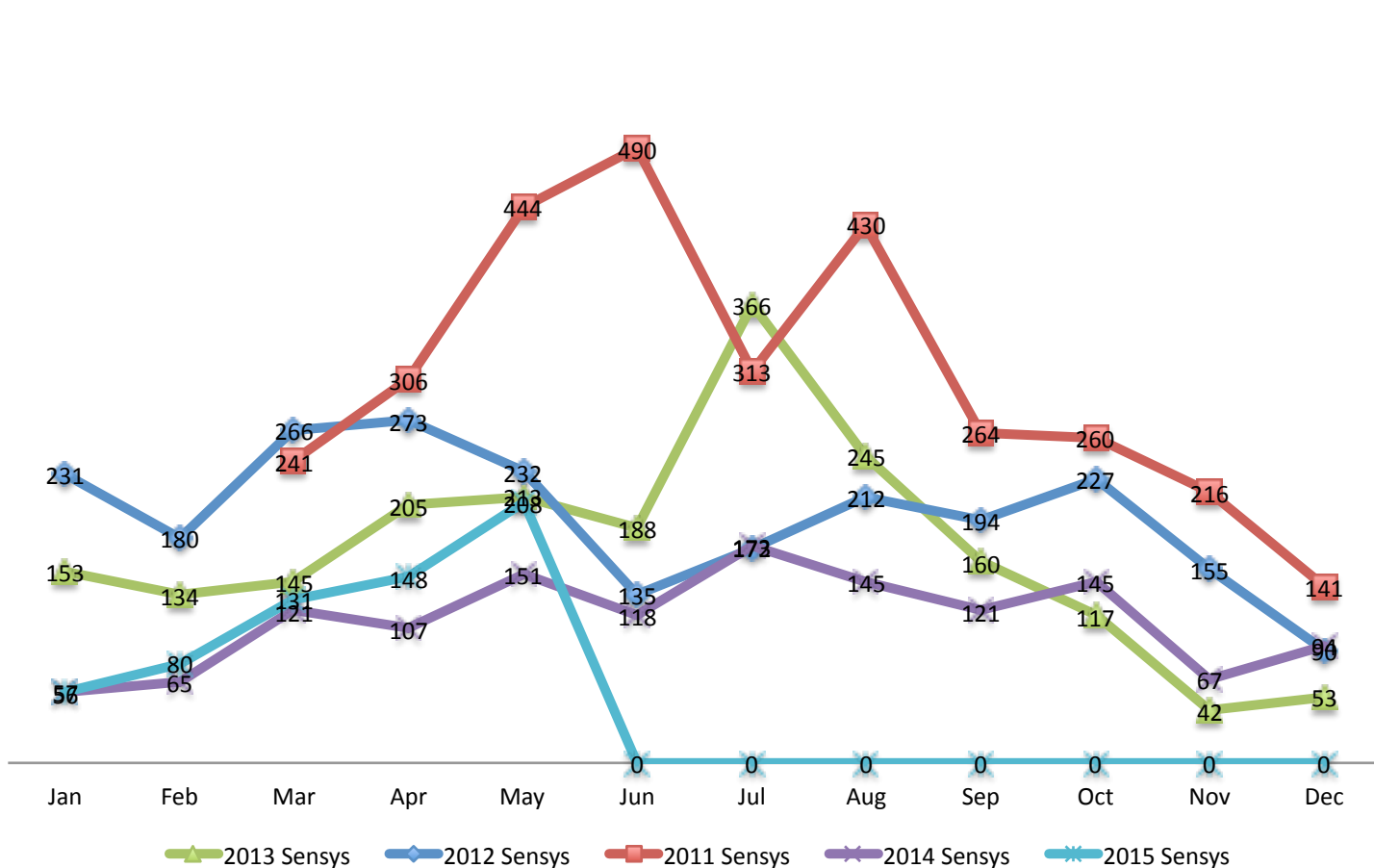
Angle	No Injury	No Injury
Angle	No Injury	No Injury
Right Turn	No Injury	No Injury
Other	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Head On	No Injury	No Injury
Bicycle	Injury	Non-Incapacitating Injury
Other	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Possible Injury
Rear End	Injury	Possible Injury
Rear End	Injury	Possible Injury
Left Turn	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Pedestrian	Injury	Possible Injury
Left Turn	Injury	Possible Injury
Pedestrian	Injury	Possible Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rollover	No Injury	No Injury
Sideswipe	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	Injury	Non-Incapacitating Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Left Turn	Injury	Possible Injury
Left Turn	Injury	Possible Injury
Pedestrian	Injury	Possible Injury
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Left Turn	Injury	Possible Injury
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Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Right Turn	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	Injury	Non-Incapacitating Injury
Pedestrian	Injury	Non-Incapacitating Injury
Sideswipe	No Injury	No Injury

Rear End	No Injury	No Injury
Bicycle	Injury	Possible Injury
Right Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Rear End	Injury	Possible Injury
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Head On	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
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Other	Injury	Possible Injury
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Left Turn	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	Injury	Non-Incapacitating Injury
Off Road	No Injury	No Injury
Sideswipe	No Injury	No Injury
Rear End	Injury	Possible Injury
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Left Turn	Injury	Possible Injury
Left Turn	Injury	Possible Injury
Unknown	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	Injury	Non-Incapacitating Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Angle	No Injury	No Injury
Other	No Injury	No Injury
Rear End	No Injury	No Injury
Pedestrian	No Injury	No Injury
Left Turn	No Injury	No Injury
Angle	No Injury	No Injury
Rear End	Injury	Possible Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Other	No Injury	No Injury
Sideswipe	No Injury	No Injury
Bicycle	Fatality	Fatal (within 30 days)

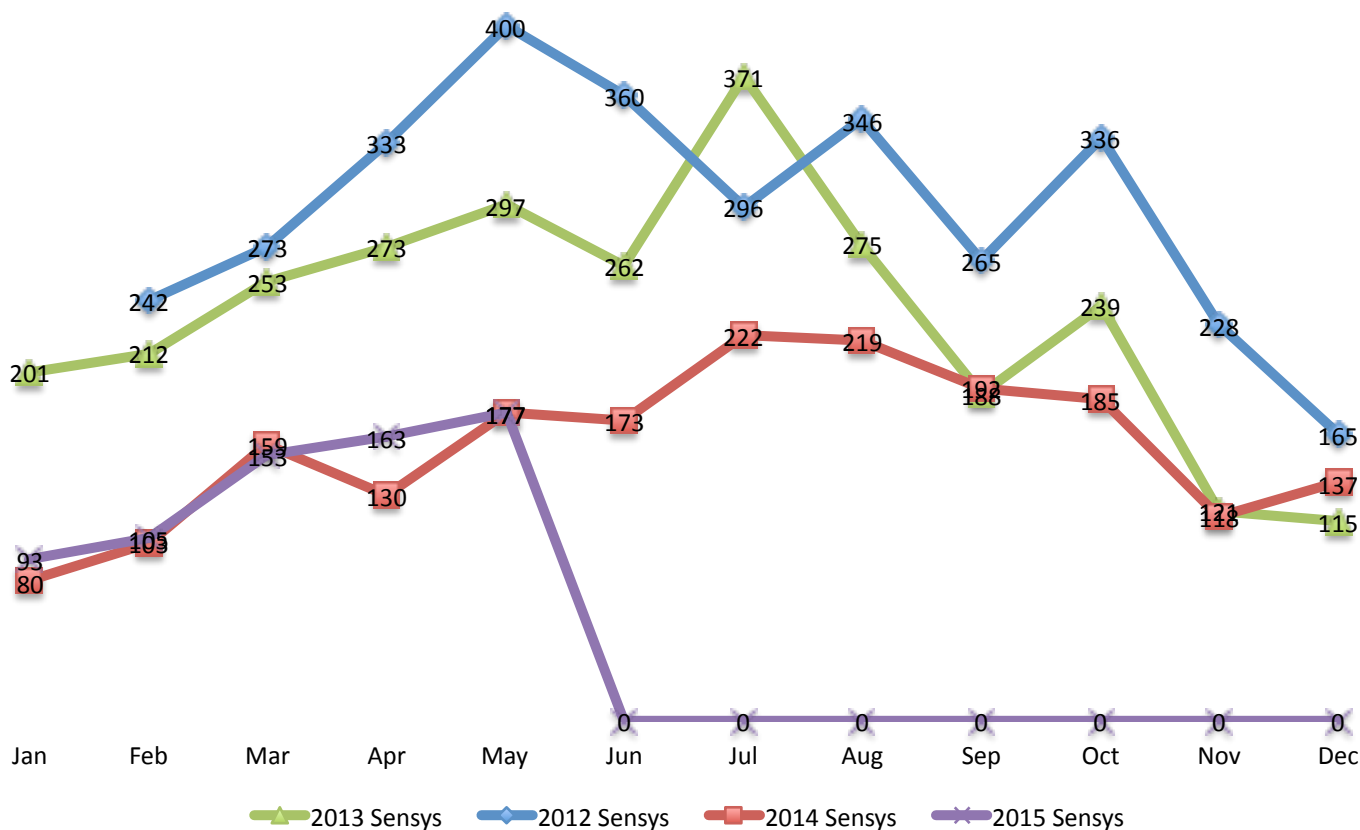
Rear End	No Injury	No Injury
Sideswipe	No Injury	No Injury
Off Road	No Injury	No Injury
Right Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Rear End	No Injury	No Injury
Angle	No Injury	No Injury
Left Turn	Serious Injury	Incapacitating Injury
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Pedestrian	Injury	Non-Incapacitating Injury
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Left Turn	Injury	Possible Injury
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Angle	No Injury	No Injury
Left Turn	No Injury	No Injury
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Left Turn	No Injury	No Injury
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Sideswipe	No Injury	No Injury
Angle	Injury	Possible Injury
Right Turn	No Injury	No Injury
Left Turn	No Injury	No Injury
Rear End	No Injury	No Injury
Unknown	No Injury	No Injury

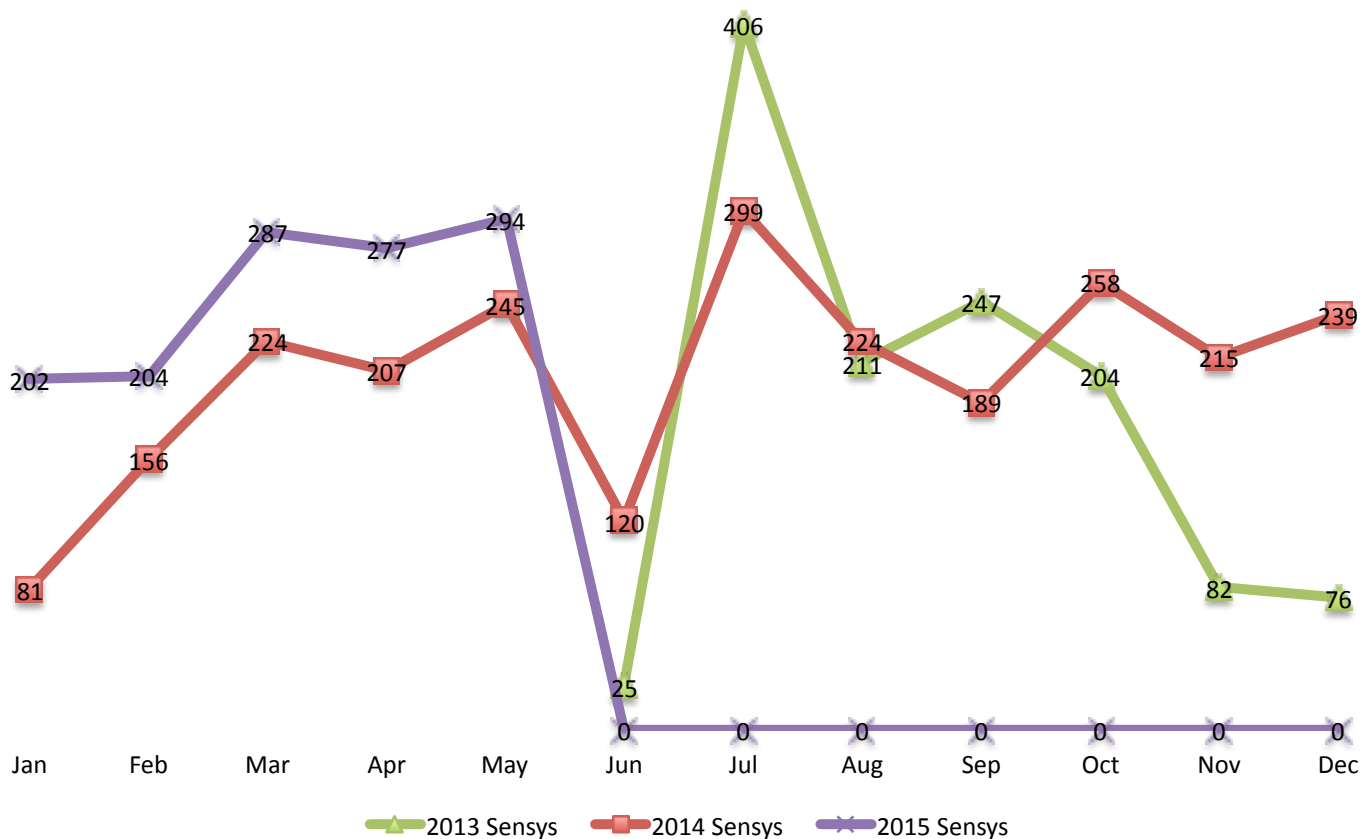
Monthly Comparison of Daniel Drive Violations



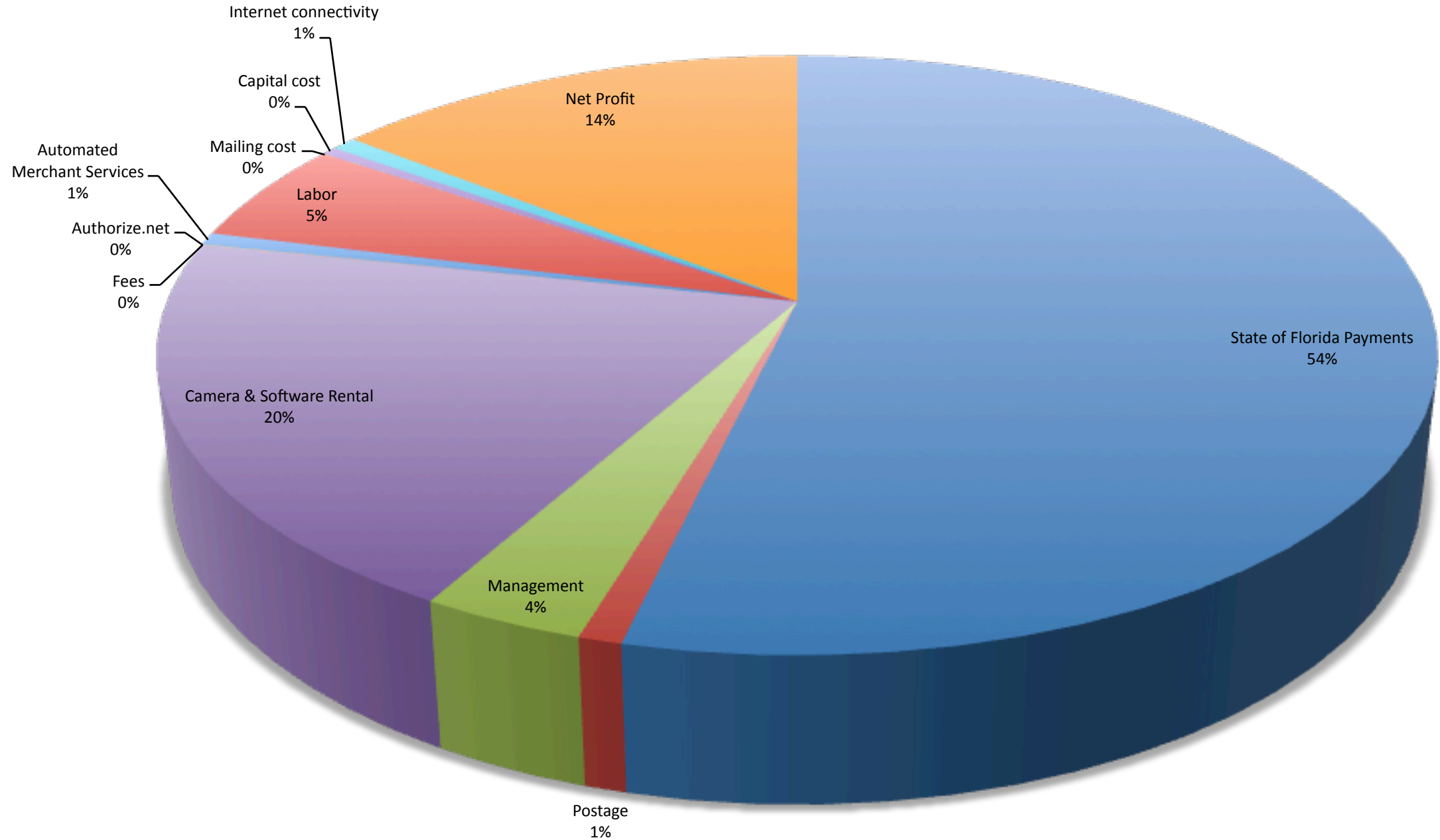
Monthly Comparison of Hospital Light Violations



Monthly Comparison of Northcliff Light Violations



Gulf Breeze Red Light Camera Financials 2013





Red Light Camera Enforcement

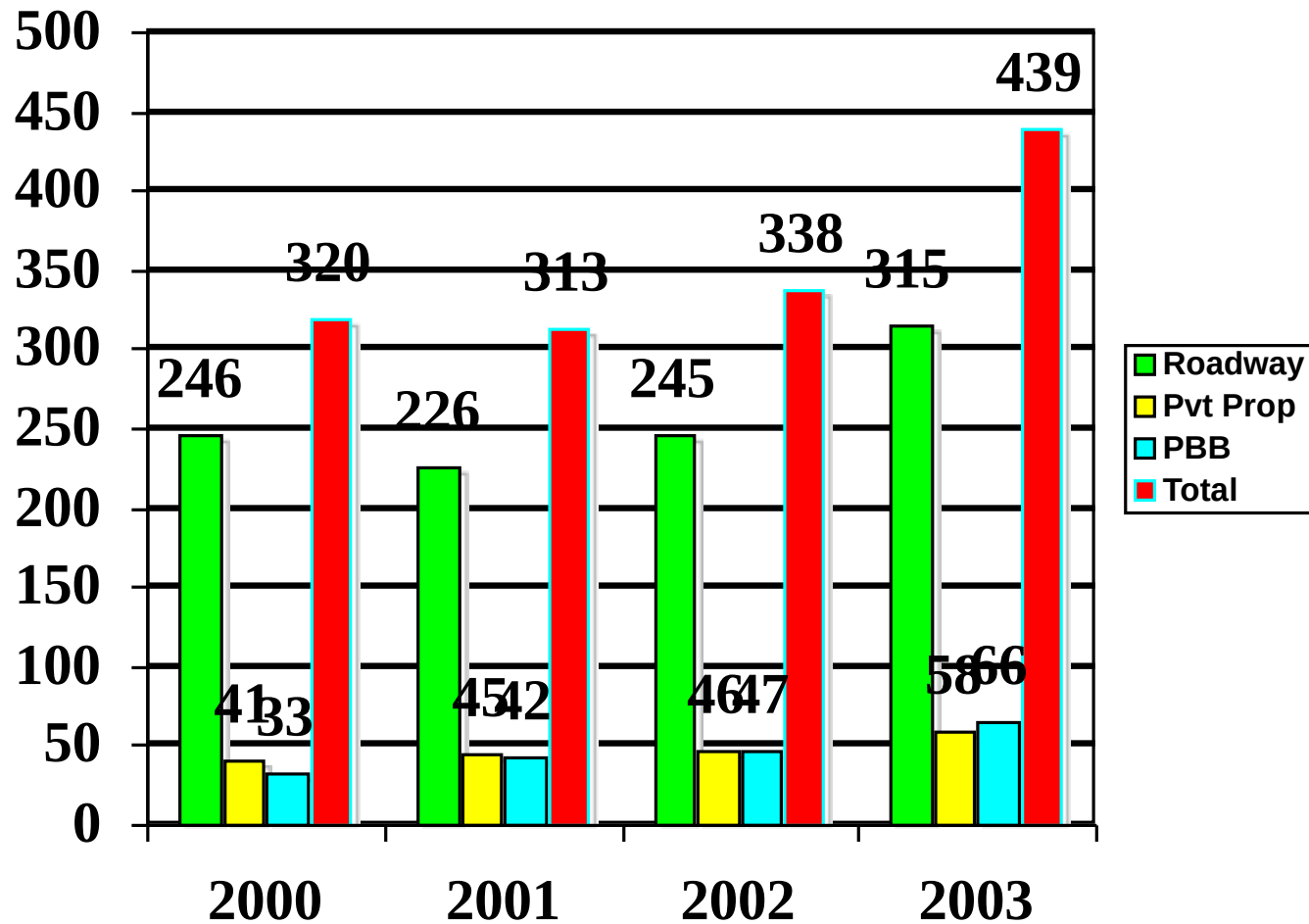
Safer enforcement for the public and for law
enforcement personnel

Where Did the Idea Come From?

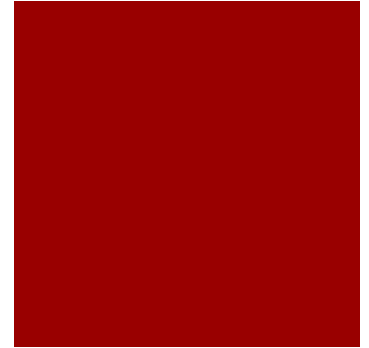
- Traffic crash increase of 29% in 2003
- Citizens Traffic Safety Task Force in 2004
- Task Force recommendations to address traffic safety
- Research Texas, Maryland and other locales
- Research RLC effectiveness
- Recommend to City Council



Gulf Breeze Crash Data 2000-2003



The Original Idea



- Citizens Traffic Safety Task Force 2004
- Look for technologies
- Re-configuration of Daniel Drive intersection at the school complex
- Traffic volume increase on Highway 98 to 57,000 cars per day
- Thousands of vehicle trips per day in and out of school complex
- Hundreds of walking students daily

Historical Data

Traffic crashes spiked 29% in 2003 in spite of the following activities:

- Aircraft
- Unmarked cars
- Radar
- Laser
- Strike Force 98
- DUI Task Force- SRSO initiative
- Buckle-Up initiatives
- Traffic safety designated personnel
- Undedicated patrol time
- Traffic reader boards- NPS initiative



Historical Data (continued)

Traffic Safety Task Force proposed and convened. Developed 28 recommendations, majority of them implemented. One of the recommendations was technology to address traffic safety. Red light cameras proposed and adopted by City Council in 2006.

- High Volume Enforcement Strategies
- Develop Mass Transit
- FM Radio Station
- Technology
- Closure of Medians (Following MPO Priority in Order of Crash Data)
- Obstacle Protection
- Study Results Drivers Ed
- Rumble Strips
- 35 Means 35 Education
- Info Blitz
- Pace Setting Cruiser
- Enforcement Letter
- Junior Driver Permit Restriction for First Year
- "I Saw You" Permit
- Publish Names in Newspaper of Repeat Offenders
- Service Road
- Merging Lanes
- Directional Openings
- Alter Turn Movements/Prohibit U Turns/Alter at Gulf Islands National Seashore
- Zero Tolerance Sign
- Signs at Top Three Crash Locations
- Bike Lane on Shoreline and Fairpoint
- Install Missing Curbing
- Mirror at McDonalds
- School Traffic (Encourage Elementary and Middle School Students to Ride Buses)
- Realign Median at Bay Beach Inn
- Officer Exchange with Other Agencies
- Develop Visitor Brochure

Ordinance development

- Reason for Ordinance adopted by Gulf Breeze City Council in 2005.
- Features
 - No points on license.
 - No reporting to insurance.
 - Fine equals toll evasion fine (\$100).
 - Similar to parking violation, notice to owner.
 - No city services to outstanding offenders.
 - Appeal process.
- Changed by Florida Legislature when Mark Wandall Traffic Safety Act adopted in 2010.

Reasons for Dismissal

- Motor Vehicle was being **operated without the permission of the Motor Vehicle Owner.**
- The **Motor Vehicle Owner signs and submits an affidavit** which lists the full legal name and address of the operator of the Motor Vehicle.
- The Motor Vehicle Driver was **issued a citation** by a law enforcement officer for violating the steady red light traffic signal.
- The Motor Vehicle Driver was **required to violate the steady red light signal in order to comply with other governing laws.**
- The steady red light signal was **inoperable or malfunctioning.**
- **Any other reason** the trier of fact deems appropriate.

Car behind stop bar

9



12/12/2013

Car ran red light

10



12/12/2013

Tag closeup



12/12/2013

Video

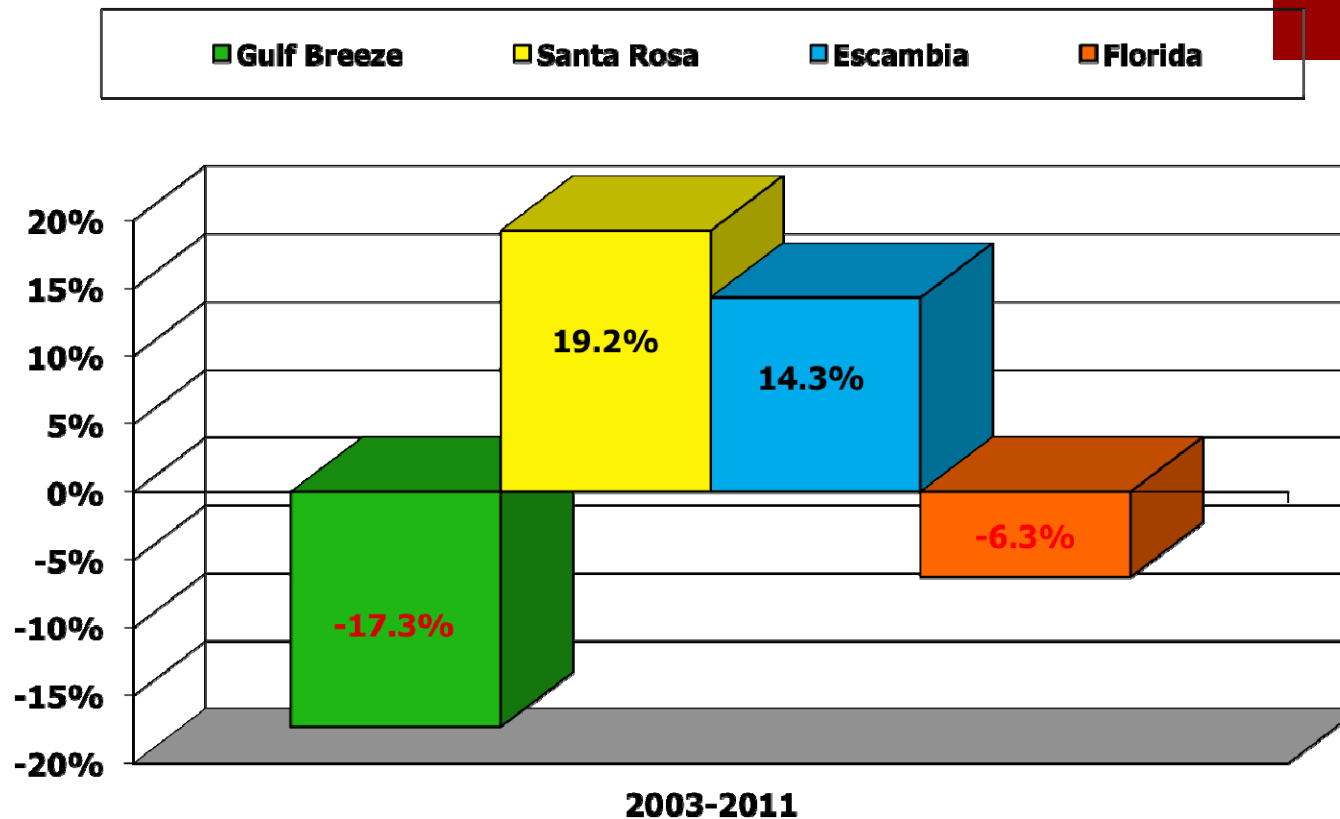
12



12/12/2013

Results:

Crashes Reduced 17.3%



Outcomes

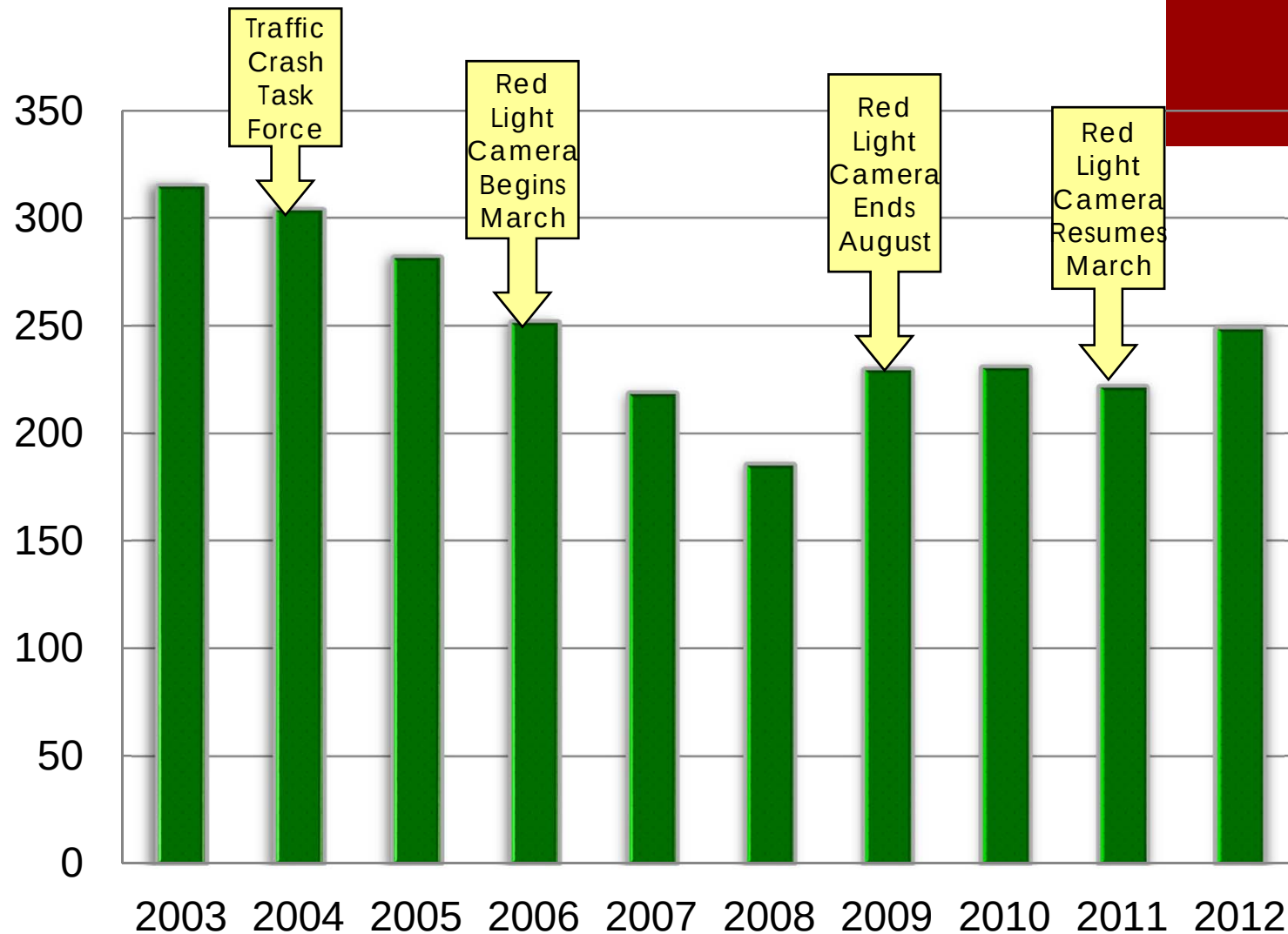
- 17.3% reduction in crashes from 2003 to 2011

That means 882 crashes averted; which equals:

- Lives Saved
- As many as 189 Injuries Prevented
- At least \$4,410,000 Property Damage Saved
- Over 2 years of crashes avoided

Gulf Breeze Annual Crashes

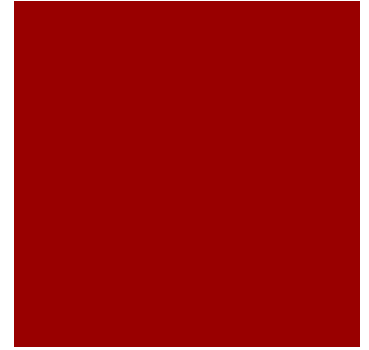
15



12/12/2013

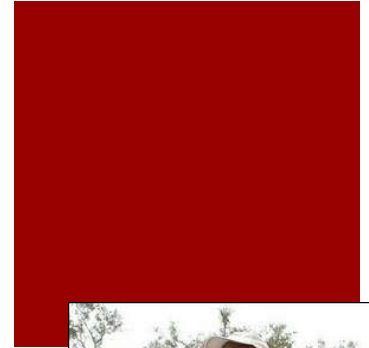
Endorsements

- Gulf Breeze City Council
- Florida league of Cities
- Florida Sheriffs Association
- Florida Police Chiefs Association
- Mothers Against Drunk Driving
- Students Against Drunk Driving



Other Public Safety Endeavors

- VIPS
- Close medians
- Educate students
- Covert enforcement vehicles
- 5 Time Award-winning traffic safety



Red Light Camera Enforcement Position Paper

Background

The City of Gulf Breeze is a pioneer in the use of red light camera enforcement in the State of Florida and has 7 years of positive experience with the technology. A Traffic Safety Task Force, made up of citizens from all segments of the community, studied traffic crashes and related problems in 2004 and recommended the use of technology as one of many strategies to reduce crashes within our city.

The city researched the use of red light camera enforcement after it was revealed during a data analysis of crashes in our community that the majority of crashes were occurring at traffic conflict points (intersections and median crossings) within our city. Our research showed that red light camera enforcement had been successfully implemented in many jurisdictions in the United States and throughout the world. Experience in other jurisdictions demonstrated that red light camera enforcement enhanced public safety and was a cost effective and proven technology.

The City of Gulf Breeze chose to implement red light camera enforcement in 2006. The location chosen was the newly configured intersection in front of the school complex on Highway 98. Several thousand vehicles use this intersection everyday. Many of whom are young drivers. In 2006, the traffic volume on Highway 98 directly in front of the school complex was 52,000 cars per day or almost 19,000,000 vehicle trips per year. In 2011, the number of vehicle trips through Gulf Breeze has increased to 57,000 cars per day or almost 21,000,000 vehicle trips per year. The location is a very sensitive area within the city as a serious crash in that region puts our student population at risk. We were determined not wait until a tragic crash occurred in front of our schools; but rather to proactively prevent a potential tragedy that could be devastating to the community. In order to do so we decided to implement as many reasonable traffic safety strategies as possible. Red light camera enforcement was one such strategy. We also embarked on an extensive education partnership with our schools along with driver education in the school, we maintained a school resource officer program, provided officers for Project Graduation, provided simulated fatal crash scenarios at the school, supported the presentations of the Meagan Napier Foundation anti-DUI message, posted signs encouraging safe driving, acquired the first simulated impaired driving experience vehicle for demonstration with our students and engaged in other endeavors to encourage traffic safety and reduce crashes.

Results

Since 2003 these initiatives have enabled the City of Gulf Breeze to succeed in reducing the number of crashes that occur within the city limits. Traffic crashes are 17.3% fewer in number in the city between 2003 to 2011. During that same period of time crashes increased in Santa Rosa County by 19.2% and in Escambia

Red Light Camera Enforcement Position Paper

County by 14.3%. Red light camera enforcement is one of the strategies employed to reduce crashes.

This crash reduction represents 610 crashes prevented; up to 189 injuries avoided and as much as \$3,050,000 in property damage saved. The lost productivity due to thousands of vehicles delayed from a timely arrival at their destination is untold. We have also been able to make the work environment safer for our police officers by avoiding putting them in harm's way to enforce violations. The technology makes driving safer and more efficient for the motoring public, as police cars do not have to pull into traffic to stop red light runners and potentially block a travel lane when the traffic stop is made. Fewer crashes also makes travel safer and more efficient; facilitating the flow of traffic through the potential bottleneck a crash causes on Highway 98.

There are a great number of myths and fallacies that are generated by opponents of red light cameras. Our experience convinces us that we are pursuing the correct path and that we are greatly enhancing public safety by using this proven technology. The number of crashes in the city has declined. The number of violations being detected at the enforced intersections has declined. On the other hand, the number of cars traversing the city has increased by at least 15% during the same period of time and the number of officers on the Gulf Breeze Police Department has declined; yet the crash numbers remain significantly lower in spite of the these forces to drive the crash numbers upward.

Red Light Camera Enforcement Facts

Amber Times

A common argument against red light camera enforcement is that the amber time is too short and motorists do not have time to stop or that the yellow light is reduced in order to catch people. The time set for the amber light in Gulf Breeze has remained unchanged. The camera detects the light changes, it does not control the light changes. In the 35MPH zone of Gulf Breeze, the amber time is now set at 4 seconds. The time has never been shortened to enhance violation numbers and it has never even been contemplated to be shortened. This amount of time is greater than the time recommended by the International Traffic Engineers recommended time of 3.6 seconds in a 35MPH speed zone and 4 seconds is now mandated by the FDOT for photo enforced intersections. There are no obstructions to motorists to view the amber light for entire 4 second period and there are no road grade changes that make stopping within that time at that speed difficult. It is also exactly the same amount of time that a motorist would have to stop before receiving a ticket from a police officer for running a red light.

Fine Amount

Red Light Camera Enforcement Position Paper

Some have complained the fine is too high. Gulf Breeze established a fine of \$100 for red light camera violation in 2006 by city ordinance and applied that fine until 2010. The State of Florida then mandated a fine of \$158 for a red light camera violation in 2010 and they receive \$83 from each paid ticket. The fine for an officer issued red light ticket (UTC) is \$264 and also carries 4 points against the driver's license. Photo enforced violations are civil in nature and carry no driver points to the DHSMV; a UTC issued when a violator fails to pay the original \$158 civil fine notice is also \$264, however it does not add points to a violator's license.

Owner Violation

The cameras catch on film a car not the driver, leaving the owner of the vehicle to figure out who was driving. This is the same process that occurs when an illegally parked car is ticketed or towed from a handicapped parking spot. In addition, vehicle owners may provide an affidavit stating who was driving in response to a red light violation and the violation is dismissed against the owner and issued to the actual driver. There are also exceptions that can be involved to avoid a fine; such as funeral processions, officer directed traffic, light not working, or a stolen car.

Crash Reduction

Some have argued that there is no evidence that the presence of cameras reduces accidents. Our data shows exactly the opposite fact and supports our position that traffic safety is enhanced by the use of red light camera enforcement. One study about Gulf Breeze crashes that has been used was conducted a few years ago and was an analysis of 'long form' crashes that were reported to the DHSMV. 'Long Form' crashes are those which include fatalities, personal injury or significant damage. The vast majority of crashes that occur in Gulf Breeze are 'short form' crashes and are not reported to the DHSMV. The crash reports remain locally; but are a far more true and effective reflection of our crash experience in the city of Gulf Breeze. Only about 1 in 10 crashes that occur in Gulf Breeze are 'long form' crashes.

Conclusion

We believe cameras are part of an overall traffic safety program that works to reduce speeding, running red lights and not paying attention. With the increase in traffic, we have not seen the same increase in accidents.

The use of cameras enables a small town police department to address other issues and not leave red light running unenforced. It used to be quite common to hear people say, "I always sit after the light turns green and wait for the red light runners to clear the intersection before I proceed." The use of cameras also

Red Light Camera Enforcement Position Paper

provides clear and objective evidence of the facts of each case. The arguments that red light runners bring to hearings or to court are resolved without question and the facts of each case are determined in an unbiased and clear manner to provide justice in every case.

If we are going to be serious about addressing increasing police budgets and less time spent on traffic enforcement AND reducing accidents, we need to embrace technology not run from it.



RED LIGHT CAMERA BUDGET FY2023 FUND 102 DEPT 4500

DESCRIPTION

In 2004 the City of Gulf Breeze convened a Traffic Safety Task Force committee in response to a dramatic increase in traffic accidents. The Task Force's recommended safety strategies included the installment of Red-Light Cameras. The revenue collected from red-light violations is allocated for public safety. Since the start of the program, funds have covered the costs of patrol vehicles, a fire truck, officer equipment, and part-time officer salaries to provide security at the Elementary School after the tragedy in Parkland.

CURRENT BUDGET (FY 2022)

The Covid-19 pandemic, along with the guidelines put in place by the Governor to combat the virus (stay at home/travel restrictions) and the Pensacola Bay Bridge closure after Hurricane Sally, significantly reduced red-light camera violations in 2020. Two years later, the city is experiencing an increasing number of violations as well as high speeds and crashes on the bridge, which is still under construction.

HISTORICAL DATA	FY20	FY21	FY22	FY23 Projected
Oct 1 - May 1 Violations	2615	1911	4777	4500
May 2 - September 30 Violations	3571	4199		3500
Total Violations per Year	6186	6110		8000

Currently, 1818 violations from May 2 to July 6, 2022.

RED LIGHT CAMERA FUND PROPOSAL FOR FY2023

Revenues generated from violations have averaged \$450,000 per fiscal year (excluding FY21). The revenues for FY2023 are projected to increase to \$500,000 due to increased traffic from the widened bridge scheduled for completion in February 2023.

Expenses FY22

Personnel	\$ 55,833
Professional	\$236,100
Postage	\$ 11,467
Supplies	\$ 6,100
Traffic OT	\$ 30,000
Two Vehicles	\$ 80,000
Three Servers	\$ 30,500
(Web, App, Body Cam)	
Total Proposed Budget FY22	\$450,000

Expenses FY23

Personnel	\$ 15,779
Professional	\$236,100
Postage	\$ 12,000
Supplies	\$ 6,500
Traffic OT	\$ 30,000
Two Vehicles	\$100,000
Three Servers	\$ 30,500
(Web, App, Body Cam)	
Total Proposed Budget FY23	\$430,879

Fund: 102 RED LIGHT FUND

Calculations as of 09/30/2022

GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 ACTIVITY THRU 09/30/22	2022-23 REQUESTED BUDGET	2022-23 PRELIMINARY BUDGET	2022-23 APPROVED BUDGET
Dept 4500 - RED LIGHT OPS							
PERSONNEL PAYMENTS							
102-4500-512.12-00	REGULAR SALARIES & WAGES	34,806	40,831	3,762	8,954		
102-4500-514.14-00	OVERTIME	161	200	407	500		
NET OF REVENUES/APPROPRIATIONS - PERSONNEL PAYMENT:		(34,967)	(41,031)	(4,169)	(9,454)		
TAXES & BENEFITS							
102-4500-521.21-00	FICA TAXES	2,628	3,125	301	725		
102-4500-522.22-50	FMPTF RETIREMENT (DC-ER 401A)	2,779	3,267	260	800		
102-4500-523.23-00	HEALTH INSURANCE	7,784	7,850	1,458	4,500		
102-4500-523.23-20	LIFE INSURANCE	79		30	50		
102-4500-523.23-30	DENTAL	399	450	74	200		
102-4500-523.23-40	VISION	56	110	10	50		
102-4500-526.26-00	DISABILITY INSURANCE	28		7			
NET OF REVENUES/APPROPRIATIONS - TAXES & BENEFITS		(13,753)	(14,802)	(2,140)	(6,325)		
PROF & CONTRACT SERVICES							
102-4500-531.31-10	LEGAL SERVICES	630		700	1,000		
102-4500-534.34-10	OTHER CONTRACTUAL SERVICE	221,620	236,100	130,214	226,600		
NET OF REVENUES/APPROPRIATIONS - PROF & CONTRACT S:		(222,250)	(236,100)	(130,914)	(227,600)		
OPERATION & REPAIRS							
102-4500-541.41-20	POSTAGE	11,658	11,467	10,201	14,000		
NET OF REVENUES/APPROPRIATIONS - OPERATION & REPAI:		(11,658)	(11,467)	(10,201)	(14,000)		
SUPPLIES & EXPENSES							
102-4500-551.51-00	OFFICE SUPPLIES	177	600	6	300		
102-4500-552.52-00	OPERATING SUPPLIES	2,731	2,800	2,551	7,100		
102-4500-552.52-02	CR CD / PMT PROCESSING FEES	2,322	2,700	1,119	2,000		
102-4500-553.10-10	MINOR EQUIPMENT AND FURNITURE			2,301			
NET OF REVENUES/APPROPRIATIONS - SUPPLIES & EXPENS:		(5,230)	(6,100)	(5,977)	(9,400)		
TRANSFERS IN / OUT							
102-4500-591.91-30	TRANSFER TO OTHER FUNDS	150,000	140,500	105,375	150,000		
NET OF REVENUES/APPROPRIATIONS - TRANSFERS IN / OU'		(150,000)	(140,500)	(105,375)	(150,000)		
NET OF REVENUES/APPROPRIATIONS - 4500 - RED LIGHT OPS		(437,858)	(450,000)	(258,776)	(416,779)		
ESTIMATED REVENUES - FUND 102							
APPROPRIATIONS - FUND 102		437,858	450,000	258,776	416,779		
NET OF REVENUES/APPROPRIATIONS - FUND 102		(437,858)	(450,000)	(258,776)	(416,779)		
BEGINNING FUND BALANCE		(28,796)	(30,190)	(30,190)	(288,966)	(288,966)	(288,966)
ENDING FUND BALANCE		(466,654)	(480,190)	(288,966)	(705,745)	(288,966)	(288,966)



RED LIGHT CAMERA BUDGET FY2022 FUND 102 DEPT 4500

DESCRIPTION

In 2004 the City of Gulf Breeze convened a Traffic Safety Task Force committee in response to a dramatic increase in traffic accidents. The Task Force's recommended safety strategies included the installment of Red-Light Cameras. The revenue collected from red light violators is allocated for public safety. Since the start of the program, funds have covered the costs of patrol vehicles, a fire truck, officer equipment, and part time officer salaries to provide security at the Elementary School after the tragedy in Parkland.

CURRENT BUDGET (FY 2020)

The Covid-19 pandemic along with the guidelines put in place by the Governor to combat the virus (stay at home/travel restrictions) and the Pensacola Bay Bridge closure after Hurricane Sally have reduced the projected revenue total significantly.

HISTORICAL DATA	FY18	FY19	FY20	FY21
Oct 1 -May 1 Violations	4083	3342	2615	1911
May 2 - September 30 Violations	3153	3265	3571	
Total Violations per Year	7236	6607	6186	

RED LIGHT CAMERA FUND PROPOSAL FOR FY2022

Revenues generated from violations have averaged \$450,000 per fiscal year (excluding FY21) and the budget for FY2022 revenues is projected to be at the same level. The Pensacola Bay Bridge will be open and the Covid travel restrictions have ended.

Expenses FY22

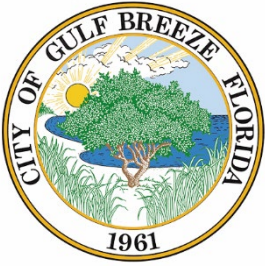
Personnel	\$ 55,833
Professional	\$236,100
Postage	\$ 11,467
Supplies	\$ 6,100
Traffic OT	\$ 30,000
Two Vehicles	\$ 80,000
Three Servers	\$ 30,500
(Web, App, Body Cam)	
Total Proposed Budget FY22	\$450,000

Calculations as of 09/30/2021

GL NUMBER	DESCRIPTION	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 09/30/21	2021-22 REQUESTED BUDGET	2021-22 APPROVED BUDGET
Dept 0000						
FINES & JUDGEMENTS						
102-0000-342.90-01	RED LIGHT CITATIONS	416,284	450,000	334,491	450,000	
	NET OF REVENUES/APPROPRIATIONS - FINES & JUDGEMENT	416,284	450,000	334,491	450,000	
INT RENT & MISC REV						
102-0000-369.01-00	OTHER MISC REVENUES	50		1,119		
	NET OF REVENUES/APPROPRIATIONS - INT RENT & MISC R	50		1,119		
BUDGETED RESERVES						
102-0000-380.00-00	RESERVES BROUGHT FWD (BUDGET ONLY)		2,889			
	NET OF REVENUES/APPROPRIATIONS - BUDGETED RESERVES		2,889			
NET OF REVENUES/APPROPRIATIONS - 0000 -		416,334	452,889	335,610	450,000	
Dept 4500 - RED LIGHT OPS						
PERSONNEL PAYMENTS						
102-4500-512.12-00	REGULAR SALARIES & WAGES	16,377	39,960	35,453	40,831	
102-4500-512.12-50	PART-TIME SALARIES & WGES	8,651				
102-4500-514.14-00	OVERTIME	155	120	163	200	
	NET OF REVENUES/APPROPRIATIONS - PERSONNEL PAYMENT	(25,183)	(40,080)	(35,616)	(41,031)	
TAXES & BENEFITS						
102-4500-521.21-00	FICA TAXES	1,908	3,057	2,681	3,125	
102-4500-522.22-50	FMPTE RETIREMENT (DC-ER 401A)	1,125	3,476	2,831	3,267	
102-4500-523.23-00	HEALTH INSURANCE	2,023	8,436	7,094	7,850	
102-4500-523.23-20	LIFE INSURANCE	15	10	53		
102-4500-523.23-30	DENTAL	113	422	366	450	
102-4500-523.23-40	VISION	16	110	52	110	
102-4500-526.26-00	DISABILITY INSURANCE	9	12	26		
	NET OF REVENUES/APPROPRIATIONS - TAXES & BENEFITS	(5,209)	(15,523)	(13,103)	(14,802)	
PROF & CONTRACT SERVICES						
102-4500-531.31-10	LEGAL SERVICES	385		630		
102-4500-534.34-10	OTHER CONTRACTUAL SERVICE	220,858	226,600	184,130	236,100	
	NET OF REVENUES/APPROPRIATIONS - PROF & CONTRACT S	(221,243)	(226,600)	(184,760)	(236,100)	
OPERATION & REPAIRS						
102-4500-541.41-20	POSTAGE	11,730	13,286	6,627	11,467	
	NET OF REVENUES/APPROPRIATIONS - OPERATION & REPAI	(11,730)	(13,286)	(6,627)	(11,467)	
SUPPLIES & EXPENSES						
102-4500-551.51-00	OFFICE SUPPLIES	60	600	177	600	
102-4500-552.52-00	OPERATING SUPPLIES	2,517	3,300	1,979	2,800	
102-4500-552.52-02	CR CD / PMT PROCESSING FEES	2,188	3,200	2,052	2,700	
102-4500-553.10-10	MINOR EQUIPMENT AND FURNITURE		300			
	NET OF REVENUES/APPROPRIATIONS - SUPPLIES & EXPENS	(4,765)	(7,400)	(4,208)	(6,100)	
TRANSFERS IN / OUT						
102-4500-591.91-30	TRANSFER TO OTHER FUNDS	480,000	150,000	112,500	140,500	
	NET OF REVENUES/APPROPRIATIONS - TRANSFERS IN / OU	(480,000)	(150,000)	(112,500)	(140,500)	
NET OF REVENUES/APPROPRIATIONS - 4500 - RED LIGHT OPS		(748,130)	(452,889)	(356,814)	(450,000)	
ESTIMATED REVENUES - FUND 102		416,334	452,889	335,610	450,000	
APPROPRIATIONS - FUND 102		748,130	452,889	356,814	450,000	

Calculations as of 09/30/2021

GL NUMBER	DESCRIPTION	2019-20	2020-21	2020-21	2021-22	2021-22
		ACTIVITY	AMENDED	ACTIVITY	REQUESTED	APPROVED
			BUDGET	THRU 09/30/21	BUDGET	BUDGET
NET OF REVENUES/APPROPRIATIONS - FUND 102		(331,796)		(21,204)		
	BEGINNING FUND BALANCE	303,000	(28,796)	(28,796)	(50,000)	(50,000)
	ENDING FUND BALANCE	(28,796)	(28,796)	(50,000)	(50,000)	(50,000)



FY 2020 Red Light Camera Fund Budget Brief

June 2019 Current Year Overview

The City of Gulf Breeze convened a Traffic Safety Task Force committee in 2004 in response to a dramatic increase in traffic accidents. The Task Force recommended safety strategies which included the installment of Red Light Cameras. In 2006, the Gulf Breeze City Council approved the Red-Light Camera Ordinance and set the fine for a violation at \$75. The first cameras were placed at the intersection of Daniel Drive and US 98. When the Mark Waddell Traffic Safety Act became State Law in 2010, the fine for violations became \$158 (\$83 to the State, \$75 to the City). In 2011 and 2013, cameras were placed at the Gulf Breeze Hospital intersection and the Northcliff Drive/ US 98 intersection, respectively.

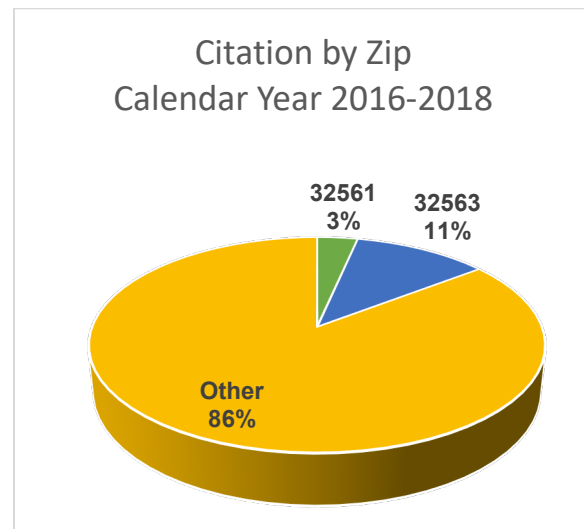
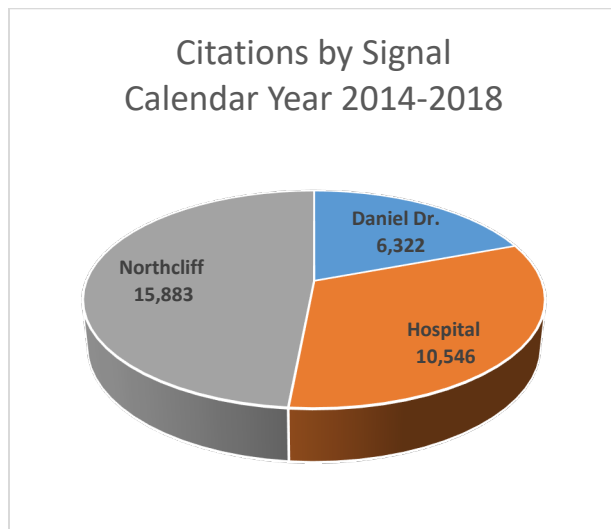
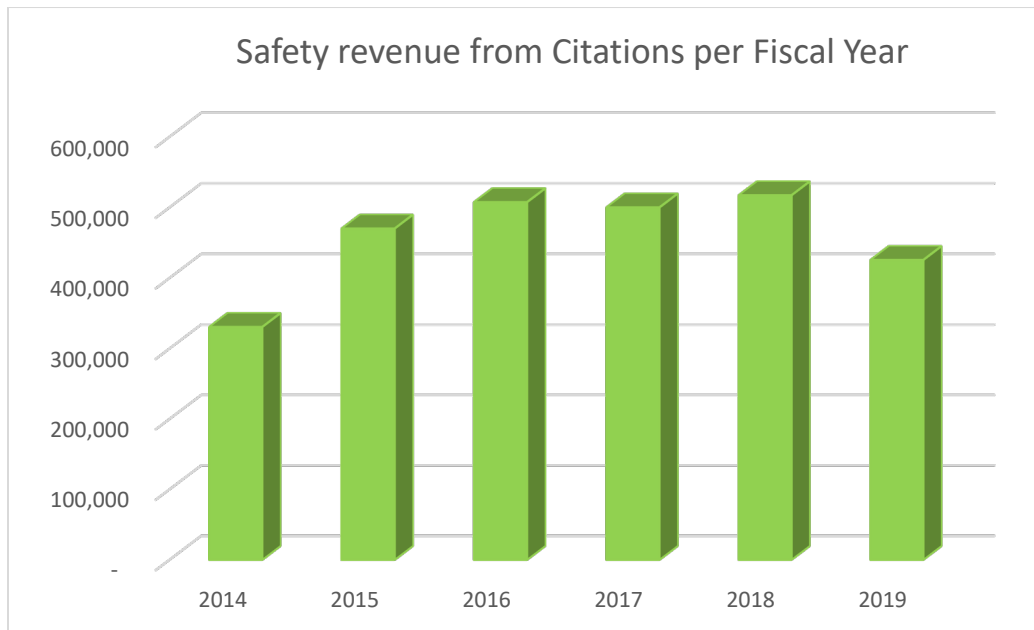
After each violation, the Police Department receives the documentation for review and approval prior to sending a notice and violation to the violator. Each notice includes three photos of the offending vehicle from the rear. The first photo shows the vehicle behind the white stop bar while the light is red; the second shows the vehicle beyond the stop bar underneath the red light; and the third is a close-up of the license plate. Violators have 60 days to pay the fine before it becomes a uniform traffic violation.

The revenue collected from red light violators is allocated for public safety. Since the start of the program, funds have covered the costs of patrol vehicles, officer equipment, overtime for aggressive driving details on US 98, a fire truck, and most recently, the salaries of part time officers to provide additional security for Gulf Breeze Elementary School in response to the Marjory Stoneman Douglas High School tragedy in Parkland.

Historical Data

Violation Revenue

Since the start of FY 2012, traffic violations have generated over \$3.0 million in gross revenue which is utilized solely to improve public safety. From 2014 to 2018, 32,751 red light violations were issued. To date this fiscal year, (October 1, 2018 through June 30, 2019) the City has issued 4,194 red light citations. Of the three intersections under surveillance, about half of all violations are generated by the Northcliff/Fairpoint signal. Nearly all violations are issued to mailing addresses outside of the Greater Gulf Breeze area of 32561 and 32563. Over the last ten years, this program has provided millions in additional revenues to improve safety in the community.



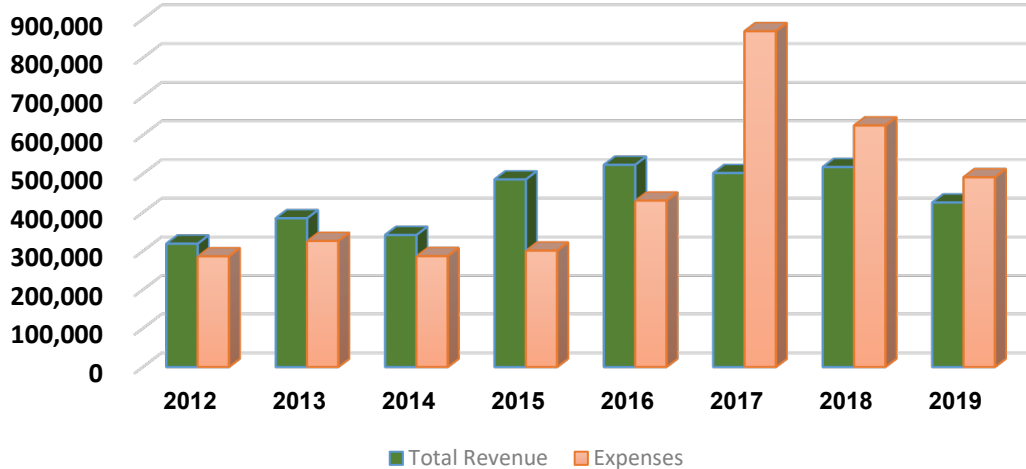
Capital Purchases

To date, revenues from red light violations have paid for the acquisition of twelve (12) fully equipped patrol vehicles, laptops for police officers, a new engine pumper truck for the fire department, and dispatch/E-911 computer equipment. These purchases have allowed the City to maintain safety standards to keep the community safe.

Financial Performance

A rise in expenses in 2017 was due to an increase in transfers out to the General Fund to provide the funding necessary to purchase a fire pumper truck for approximately \$427,000 and provide overtime for traffic enforcement and other related safety initiatives.

Revenues & Expenditures by Fiscal Year



FY2019	Ammended Budget*	Activity (w/Encumbrance)	Remaining Balance	% Used
SALES REVENUES	\$ 500,000	\$ 314,775	\$ 185,225	63.0%
INT RENT & MISC REV	\$ -	\$ 19		
BUDGETD RESERVES	\$ 7,904		\$ 7,904	0.0%
TOTAL REVENUES	\$ 507,904	\$ 314,794	\$ 193,129	
PERSONNEL PAYMENTS	\$ 26,027	\$ 17,433	\$ 8,594	67.0%
TAXES & BENEFITS	\$ 4,096	\$ 2,396	\$ 1,700	58.5%
PROF & CONTRACT SERVICES	\$ 236,081	\$ 226,173	\$ 9,908	95.8%
OPERATION & REPAIRS	\$ 14,500	\$ 18,030	\$ (3,530)	124.3%
SUPPLIES & EXPENSES	\$ 7,200	\$ 4,648	\$ 2,552	64.6%
CAPITAL EXPENDITURES	\$ -	\$ -		
TRANSFERS IN / OUT	\$ 220,000	\$ 165,000	\$ 55,000	75.0%
TOTAL EXPENDITURES	\$ 507,904	\$ 433,680	\$ 74,224	
TOTAL REVENUES	\$ 507,904	\$ 314,794	\$ 193,129	62.0%
TOTAL EXPENDITURES	\$ 507,904	\$ 433,680	\$ 74,224	85.4%
NET	\$ -	\$ (118,886)	\$ 118,905	

Current Budget (FY 2019)

For FY 2019, staff projected to collect \$425,000 in violation revenue. The City is obligated by contract to pay approximately \$18,800 per month for the operation of the red-light cameras, or \$225,600 for FY 19 which is reflected in Prof. & Contract Services. The other major expense, Transfers Out, reflects the allocation of violation revenues to pay for public safety capital expenses and staffing.

FY 2019 capital expenses consist of two fully equipped dodge chargers, and two equipped dodge durango's (\$158,000), hand held radio's (\$25,000) and the design cost for the new police department building (\$130,000).

Red Light Camera Fund Budget Proposal for FY2020

Revenues

Revenues generated from violations have averaged \$500,000 per fiscal year and the budget for FY2020 revenues is projected to be \$425,500. \$400,000 in reserves will be brought forward to help defray the costs of the new police department annex building.

Expenses

Personnel expenditures are related to activities directly involved with the day-to-day operations, particularly collections and system upkeep, at the Police Department. These budgeted expenses include an up-to 4% increase for staff based on employee evaluations. The total personnel and fringe benefits are estimated to be \$26,590 for the new fiscal year.

Professional services are based on contractual agreements regarding the camera equipment agreement and are projected to be \$226,010 for the new fiscal year.

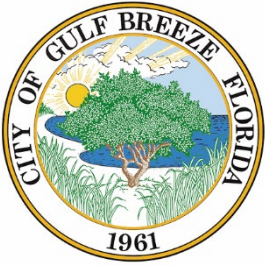
Postage costs are projected to be \$11,900 for the new fiscal year.

Supply costs related to the program are projected to be \$7,400 for the new fiscal year.

Operating Transfers to the General Fund for FY2020 include as follows:

(2) Fully Equipped Police Cruisers	\$100,000
Bookkeeping/Auditing Support	\$10,000
Overtime related to Traffic Enforcement	\$30,000
Smart Trailer	\$15,000
Contribution for Police Department expansion	\$400,000
Total Transfers Budgeted:	\$555,000

Total proposed budget for FY2020: \$828,900



FY 2019 Red Light Camera Fund Budget Brief

Background

June 2018 Overview

In 2004 the City of Gulf Breeze convened a Traffic Safety Task Force committee in response to a dramatic increase in traffic accidents. The Task Force's recommended safety strategies included the installment of Red Light Cameras. In 2006, the Gulf Breeze City Council approved the Red-Light Camera Ordinance and set the fine for a violation at \$75. The first cameras were placed at the intersection of Daniel Drive and US 98. When the Mark Waddell Traffic Safety Act became State Law in 2010, the fine for violations became \$158 (\$83 to the State, \$75 to the City). In 2011 and 2013, cameras were placed at the Gulf Breeze Hospital intersection and the Northcliff Drive/US 98 intersection, respectively.

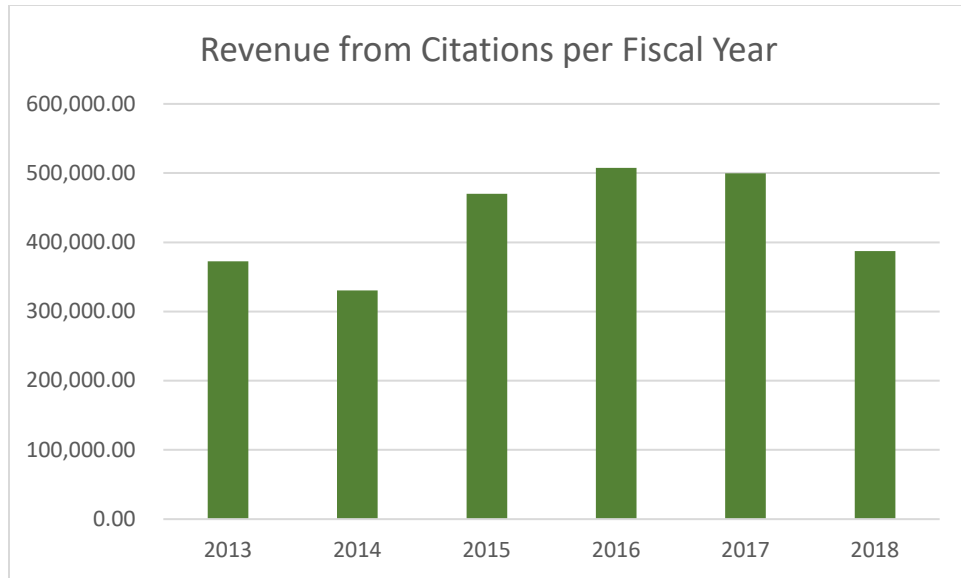
After each violation, the Police Department receives the documentation for review and approval prior to sending a notice and violation to the violator. Each notice includes three photos of the offending vehicle from the rear. The first photo shows the vehicle behind the white stop bar while the light is red; the second shows the vehicle beyond the stop bar underneath the red light; and the third is a close-up of the license plate. Violators have 60 days to pay the fine before it becomes a uniform traffic violation.

The revenue collected from red light violators is allocated for public safety. Since the start of the program, funds have covered the costs of patrol vehicles, officer equipment, overtime for aggressive driving details on US 98, a fire truck, and most recently, the salaries of part time officers to provide additional security for Gulf Breeze Elementary School in response to the Marjory Stoneman Douglas High School tragedy in Parkland.

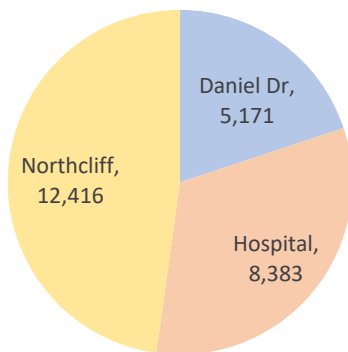
Historical Data

Violation Revenue

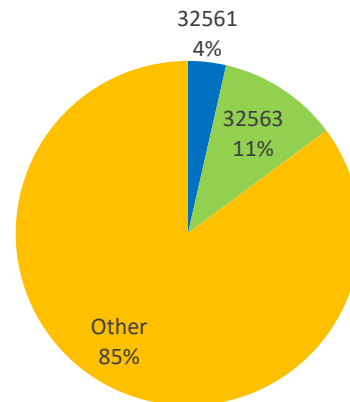
Since the start of FY 2013, traffic violations have generated over \$2.5 million in revenue. From 2014 to 2017, 25,970 red light violations were issued. Of the three intersections under surveillance, about half of all violations are generated by the Northcliff/Fairpoint signal. The majority of violations are issued to mailing addresses outside of the Greater Gulf Breeze area of 32561 and 32563. Over the last ten years, this program has provided millions in additional revenues to improve safety in our community and to enhance the quality of life for our citizens.



**Calendar Year 2014-2017
Citations by Signal**



**Calendar Year 2016-2017
Citations by Zip**



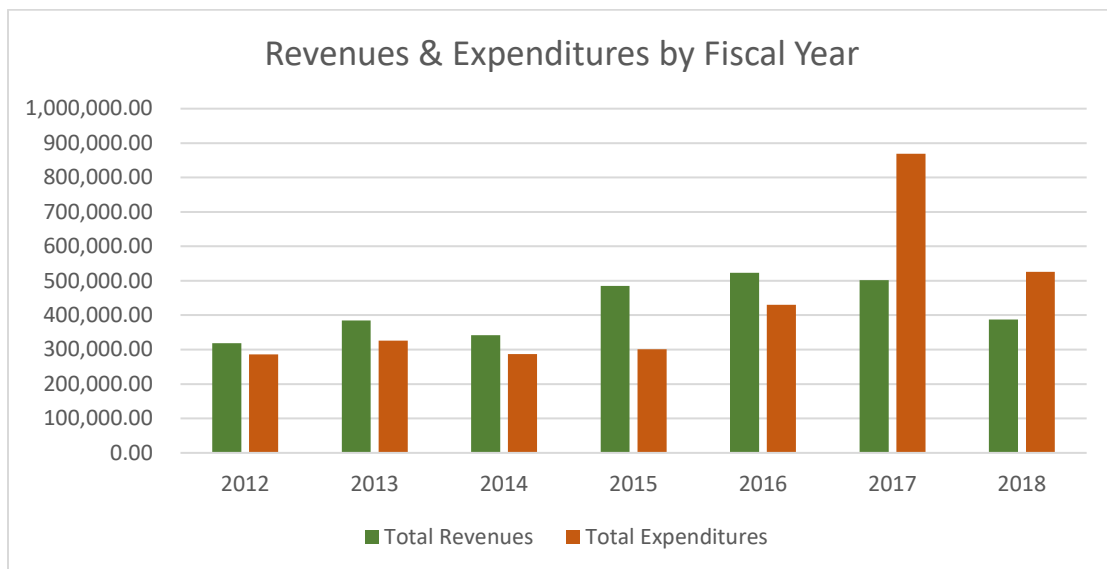
Capital Purchases

To date, revenues from red light violations have paid for the acquisition of eight fully equipped patrol vehicles, laptops for police officers, a new engine pumper truck for the fire department, and dispatch/E-911 computer equipment. These purchases have allowed the City to maintain the expected level of service and to keep the community safe.



Financial Performance

The expedited rise in expenses in 2017 is due to an increase in transfers out to the General Fund to provide the funding necessary to purchase a fire pumper truck for approximately \$427,000 and provide overtime for traffic enforcement and other related safety initiatives.



Current Budget (FY 2018)

For FY 2018, staff projected to collect \$500,000 in violation revenue. The City is obligated by contract to pay approximately \$18,800 per month for the operation of the red-light cameras, or \$225,600 for FY 18 which is reflected in Prof. & Contract Services. The other major expense, Transfers Out, reflects the allocation of violation revenues to pay for public safety capital expenses and staffing, including a school resource officer at Gulf Breeze Elementary School in response to the Marjory Stoneman Douglas High School tragedy in Parkland.

FY 2018 capital expenses consist of two fully equipped ford explorers (\$110,000), a dispatch server (\$12,000), laptops (\$25,000), and the design cost for the new police department building (\$130,000).

	Amended Budget*	Activity (w/ Encumbrance)	Remaining Balance	% Used
SALES REVENUES	500,000	387,500	112,500	78%
INT RENT & MISC REV	0.00	107	(107)	N/A
BUDGETED RESERVES	142,427	-	142,427	0%
TOTAL REVENUES	642,427	387,607	254,820	58%
PERSONNEL PAYMENTS	26,216	17,189	9,027	66%
TAXES & BENEFITS	4,608	2,748	1,861	60%
PROF & CONTRACT SERVICES	240,600	227,567	13,033	95%
OPERATION & REPAIRS	12,000	18,000	(6,000)	150%
SUPPLIES & EXPENSES	7,160	4,248	2,912	59%
CAPITAL EXPENDITURES	6,843	-	6,843	0%
TRANSFERS IN / OUT	345,000	345,000	-	100%
TOTAL EXPENDITURES	642,427	614,752	27,676	100%
TOTAL REVENUES	642,427	387,607	254,820	60%
TOTAL EXPENDITURES	642,427	614,752	27,676	96%
NET	(0)	(227,145)	227,145	

Activity as of 06/30/2018

*Pending budget amendment

Red Light Camera Fund Budget Proposal for FY2019

Revenues

Revenues generated from violations have averaged \$500,000 per fiscal year and the budget for FY2019 revenues is projected to be at the same level. There is currently a short-fall between revenues projected and expenditures budgeted, therefore a \$7,904 budget reserve is included in the budget projections. Total revenues are \$507,904.

Expenses

Personnel expenditures are related to activities directly involved with the day-to-day operations, particularly collections and system upkeep, at the Police Department. These budgeted expenses include an up-to 4% increase for staff based on employee evaluations. The total personnel and fringe benefits are estimated to be \$30,123 for the new fiscal year.

Professional services are based on contractual agreements regarding the camera equipment agreement and are projected to be \$236,081 for the new fiscal year.

Postage costs are projected to be \$14,500 for the new fiscal year.

Supply costs related to the program are projected to be \$7,200 for the new fiscal year.

Operating Transfers to the General Fund for FY2019 include as follows:

(3) Fully Equipped Police Cruisers	\$155,000
Hand Held Radios	\$25,000
Bookkeeping/Auditing Support	\$10,000
Overtime related to Traffic Enforcement	\$30,000
Total Transfers Budgeted:	\$220,000

Total proposed budget for FY2019: \$507,904



Red Light Camera Enforcement

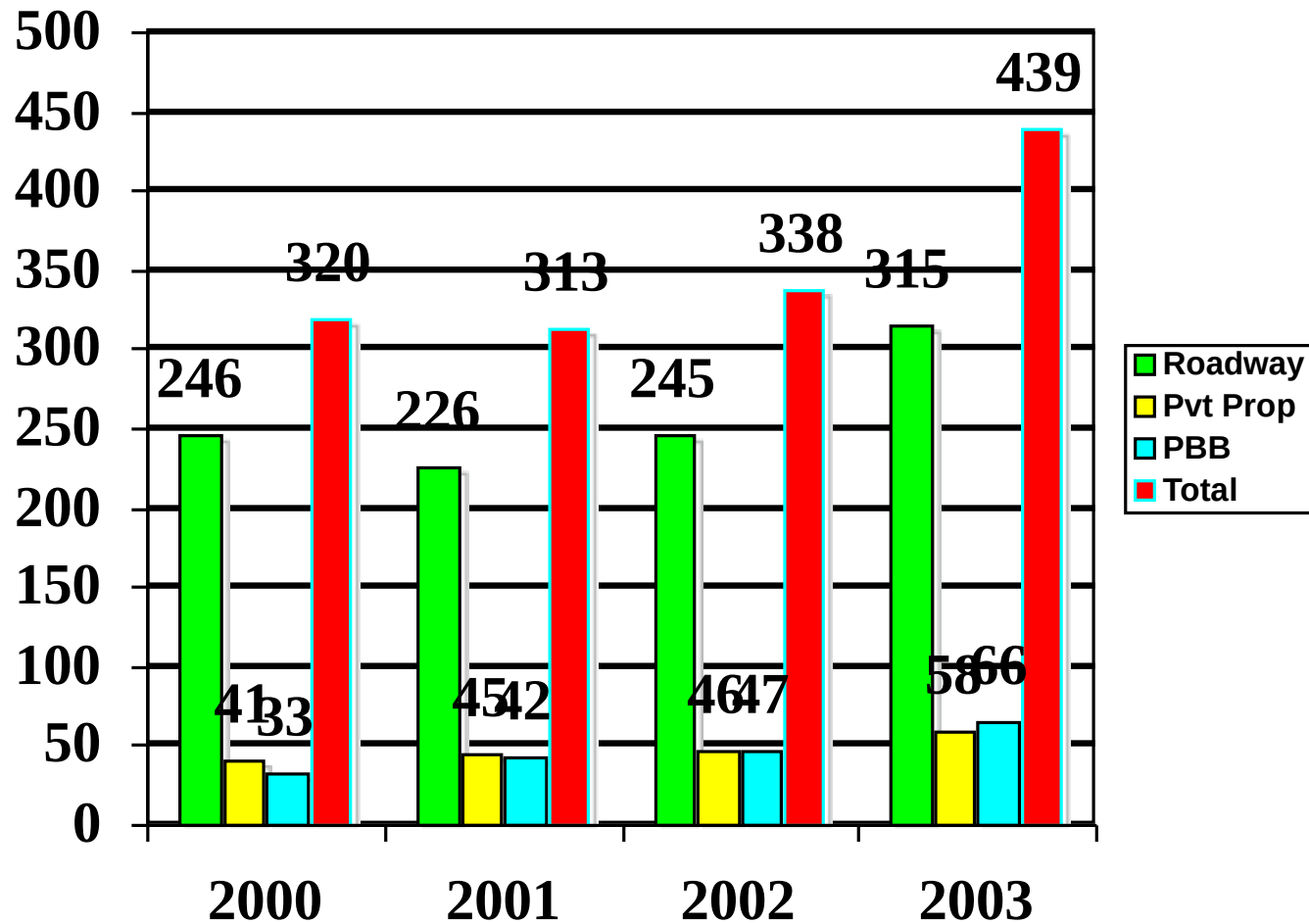
Safer enforcement for the public and for law
enforcement personnel

Where Did the Idea Come From?

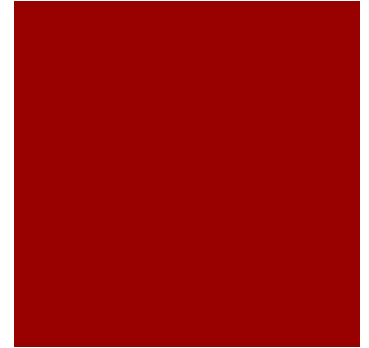
- Traffic crash increase of 29% in 2003
- Citizens Traffic Safety Task Force in 2004
- Task Force recommendations to address traffic safety
- Research Texas, Maryland and other locales
- Research RLC effectiveness
- Recommend to City Council



Gulf Breeze Crash Data 2000-2003



The Original Idea



- Citizens Traffic Safety Task Force 2004
- Look for technologies
- Re-configuration of Daniel Drive intersection at the school complex
- Traffic volume increase on Highway 98 to 57,000 cars per day
- Thousands of vehicle trips per day in and out of school complex
- Hundreds of walking students daily

Historical Data

Traffic crashes spiked 29% in 2003 in spite of the following activities:

- Aircraft
- Unmarked cars
- Radar
- Laser
- Strike Force 98
- DUI Task Force- SRSO initiative
- Buckle-Up initiatives
- Traffic safety designated personnel
- Undedicated patrol time
- Traffic reader boards- NPS initiative



Historical Data (continued)

Traffic Safety Task Force proposed and convened. Developed 28 recommendations, majority of them implemented. One of the recommendations was technology to address traffic safety. Red light cameras proposed and adopted by City Council in 2006.

- High Volume Enforcement Strategies
- Develop Mass Transit
- FM Radio Station
- Technology
- Closure of Medians (Following MPO Priority in Order of Crash Data)
- Obstacle Protection
- Study Results Drivers Ed
- Rumble Strips
- 35 Means 35 Education
- Info Blitz
- Pace Setting Cruiser
- Enforcement Letter
- Junior Driver Permit Restriction for First Year
- "I Saw You" Permit
- Publish Names in Newspaper of Repeat Offenders
- Service Road
- Merging Lanes
- Directional Openings
- Alter Turn Movements/Prohibit U Turns/Alter at Gulf Islands National Seashore
- Zero Tolerance Sign
- Signs at Top Three Crash Locations
- Bike Lane on Shoreline and Fairpoint
- Install Missing Curbing
- Mirror at McDonalds
- School Traffic (Encourage Elementary and Middle School Students to Ride Buses)
- Realign Median at Bay Beach Inn
- Officer Exchange with Other Agencies
- Develop Visitor Brochure

Ordinance development

- Reason for Ordinance adopted by Gulf Breeze City Council in 2005.
- Features
 - No points on license.
 - No reporting to insurance.
 - Fine equals toll evasion fine (\$100).
 - Similar to parking violation, notice to owner.
 - No city services to outstanding offenders.
 - Appeal process.
- Changed by Florida Legislature when Mark Wandall Traffic Safety Act adopted in 2010.

Reasons for Dismissal

- Motor Vehicle was being **operated without the permission of the Motor Vehicle Owner.**
- The **Motor Vehicle Owner signs and submits an affidavit** which lists the full legal name and address of the operator of the Motor Vehicle.
- The Motor Vehicle Driver was **issued a citation** by a law enforcement officer for violating the steady red light traffic signal.
- The Motor Vehicle Driver was **required to violate the steady red light signal in order to comply with other governing laws.**
- The steady red light signal was **inoperable or malfunctioning.**
- **Any other reason** the trier of fact deems appropriate.

Car behind stop bar

9



12/12/2013

Car ran red light

10



12/12/2013

Tag closeup



12/12/2013

Video

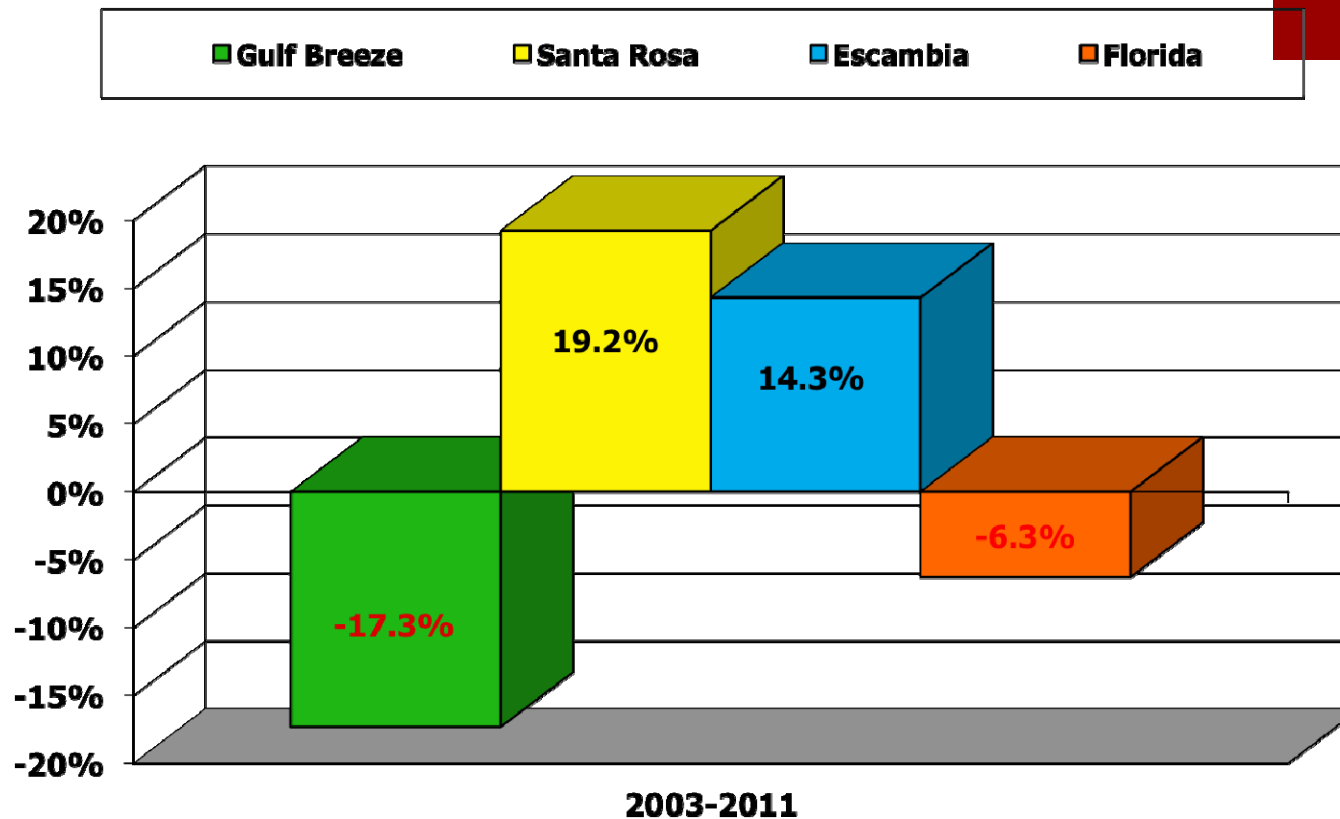
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12/12/2013

Results:

Crashes Reduced 17.3%



Outcomes

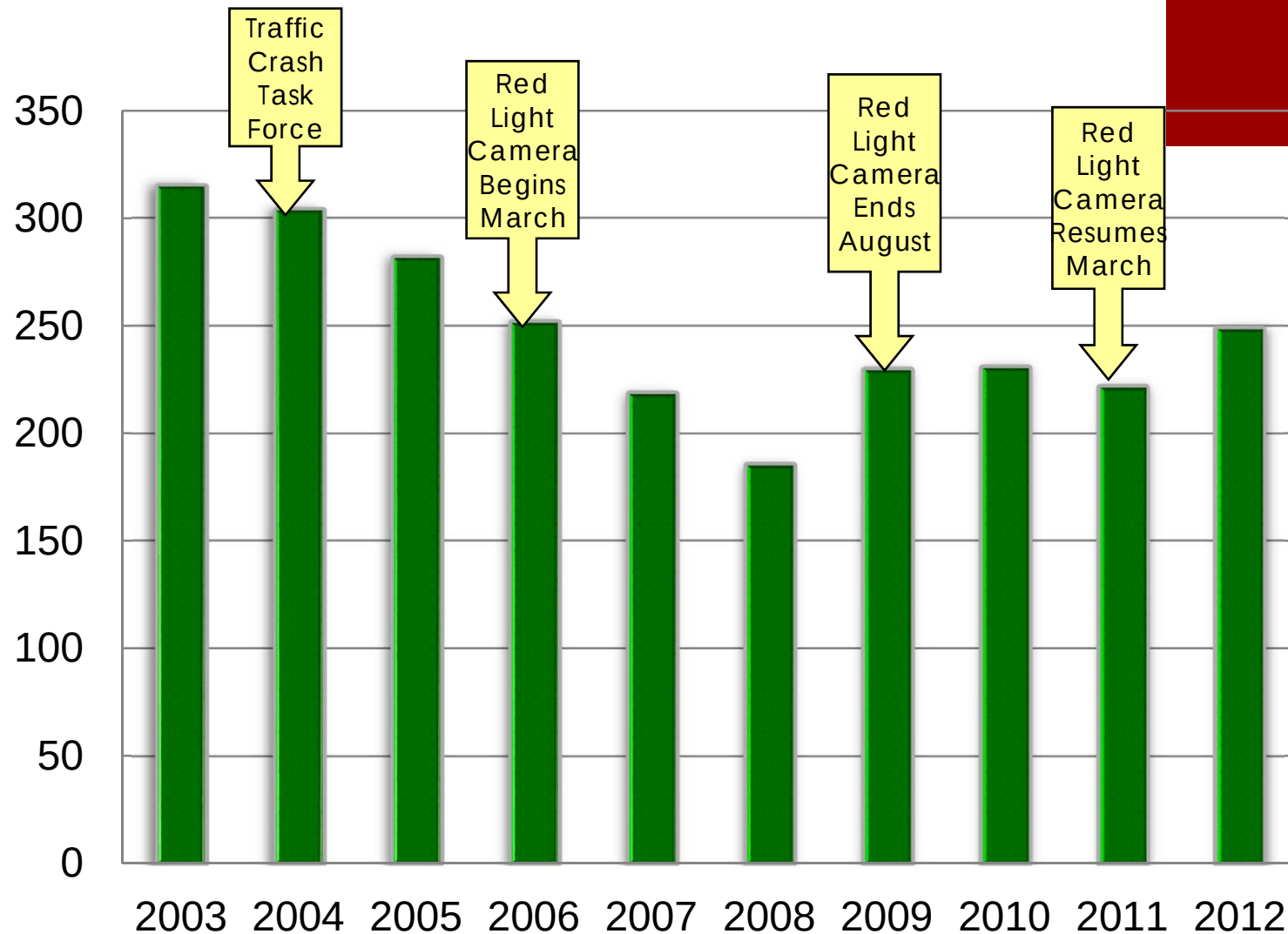
- 17.3% reduction in crashes from 2003 to 2011

That means 882 crashes averted; which equals:

- Lives Saved
- As many as 189 Injuries Prevented
- At least \$4,410,000 Property Damage Saved
- Over 2 years of crashes avoided

Gulf Breeze Annual Crashes

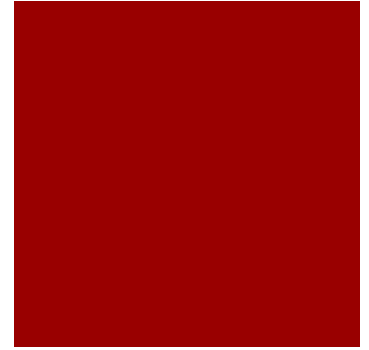
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12/12/2013

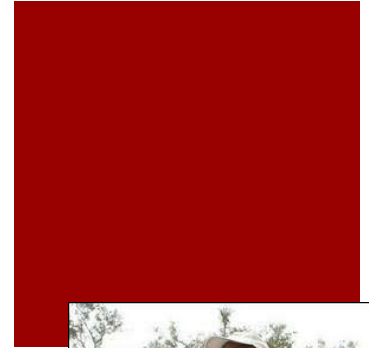
Endorsements

- Gulf Breeze City Council
- Florida league of Cities
- Florida Sheriffs Association
- Florida Police Chiefs Association
- Mothers Against Drunk Driving
- Students Against Drunk Driving



Other Public Safety Endeavors

- VIPS
- Close medians
- Educate students
- Covert enforcement vehicles
- 5 Time Award-winning traffic safety



Red Light Camera Enforcement Position Paper

Background

The City of Gulf Breeze is a pioneer in the use of red light camera enforcement in the State of Florida and has 7 years of positive experience with the technology. A Traffic Safety Task Force, made up of citizens from all segments of the community, studied traffic crashes and related problems in 2004 and recommended the use of technology as one of many strategies to reduce crashes within our city.

The city researched the use of red light camera enforcement after it was revealed during a data analysis of crashes in our community that the majority of crashes were occurring at traffic conflict points (intersections and median crossings) within our city. Our research showed that red light camera enforcement had been successfully implemented in many jurisdictions in the United States and throughout the world. Experience in other jurisdictions demonstrated that red light camera enforcement enhanced public safety and was a cost effective and proven technology.

The City of Gulf Breeze chose to implement red light camera enforcement in 2006. The location chosen was the newly configured intersection in front of the school complex on Highway 98. Several thousand vehicles use this intersection everyday. Many of whom are young drivers. In 2006, the traffic volume on Highway 98 directly in front of the school complex was 52,000 cars per day or almost 19,000,000 vehicle trips per year. In 2011, the number of vehicle trips through Gulf Breeze has increased to 57,000 cars per day or almost 21,000,000 vehicle trips per year. The location is a very sensitive area within the city as a serious crash in that region puts our student population at risk. We were determined not wait until a tragic crash occurred in front of our schools; but rather to proactively prevent a potential tragedy that could be devastating to the community. In order to do so we decided to implement as many reasonable traffic safety strategies as possible. Red light camera enforcement was one such strategy. We also embarked on an extensive education partnership with our schools along with driver education in the school, we maintained a school resource officer program, provided officers for Project Graduation, provided simulated fatal crash scenarios at the school, supported the presentations of the Meagan Napier Foundation anti-DUI message, posted signs encouraging safe driving, acquired the first simulated impaired driving experience vehicle for demonstration with our students and engaged in other endeavors to encourage traffic safety and reduce crashes.

Results

Since 2003 these initiatives have enabled the City of Gulf Breeze to succeed in reducing the number of crashes that occur within the city limits. Traffic crashes are 17.3% fewer in number in the city between 2003 to 2011. During that same period of time crashes increased in Santa Rosa County by 19.2% and in Escambia

Red Light Camera Enforcement Position Paper

County by 14.3%. Red light camera enforcement is one of the strategies employed to reduce crashes.

This crash reduction represents 610 crashes prevented; up to 189 injuries avoided and as much as \$3,050,000 in property damage saved. The lost productivity due to thousands of vehicles delayed from a timely arrival at their destination is untold. We have also been able to make the work environment safer for our police officers by avoiding putting them in harm's way to enforce violations. The technology makes driving safer and more efficient for the motoring public, as police cars do not have to pull into traffic to stop red light runners and potentially block a travel lane when the traffic stop is made. Fewer crashes also makes travel safer and more efficient; facilitating the flow of traffic through the potential bottleneck a crash causes on Highway 98.

There are a great number of myths and fallacies that are generated by opponents of red light cameras. Our experience convinces us that we are pursuing the correct path and that we are greatly enhancing public safety by using this proven technology. The number of crashes in the city has declined. The number of violations being detected at the enforced intersections has declined. On the other hand, the number of cars traversing the city has increased by at least 15% during the same period of time and the number of officers on the Gulf Breeze Police Department has declined; yet the crash numbers remain significantly lower in spite of the these forces to drive the crash numbers upward.

Red Light Camera Enforcement Facts

Amber Times

A common argument against red light camera enforcement is that the amber time is too short and motorists do not have time to stop or that the yellow light is reduced in order to catch people. The time set for the amber light in Gulf Breeze has remained unchanged. The camera detects the light changes, it does not control the light changes. In the 35MPH zone of Gulf Breeze, the amber time is now set at 4 seconds. The time has never been shortened to enhance violation numbers and it has never even been contemplated to be shortened. This amount of time is greater than the time recommended by the International Traffic Engineers recommended time of 3.6 seconds in a 35MPH speed zone and 4 seconds is now mandated by the FDOT for photo enforced intersections. There are no obstructions to motorists to view the amber light for entire 4 second period and there are no road grade changes that make stopping within that time at that speed difficult. It is also exactly the same amount of time that a motorist would have to stop before receiving a ticket from a police officer for running a red light.

Fine Amount

Red Light Camera Enforcement Position Paper

Some have complained the fine is too high. Gulf Breeze established a fine of \$100 for red light camera violation in 2006 by city ordinance and applied that fine until 2010. The State of Florida then mandated a fine of \$158 for a red light camera violation in 2010 and they receive \$83 from each paid ticket. The fine for an officer issued red light ticket (UTC) is \$264 and also carries 4 points against the driver's license. Photo enforced violations are civil in nature and carry no driver points to the DHSMV; a UTC issued when a violator fails to pay the original \$158 civil fine notice is also \$264, however it does not add points to a violator's license.

Owner Violation

The cameras catch on film a car not the driver, leaving the owner of the vehicle to figure out who was driving. This is the same process that occurs when an illegally parked car is ticketed or towed from a handicapped parking spot. In addition, vehicle owners may provide an affidavit stating who was driving in response to a red light violation and the violation is dismissed against the owner and issued to the actual driver. There are also exceptions that can be involved to avoid a fine; such as funeral processions, officer directed traffic, light not working, or a stolen car.

Crash Reduction

Some have argued that there is no evidence that the presence of cameras reduces accidents. Our data shows exactly the opposite fact and supports our position that traffic safety is enhanced by the use of red light camera enforcement. One study about Gulf Breeze crashes that has been used was conducted a few years ago and was an analysis of 'long form' crashes that were reported to the DHSMV. 'Long Form' crashes are those which include fatalities, personal injury or significant damage. The vast majority of crashes that occur in Gulf Breeze are 'short form' crashes and are not reported to the DHSMV. The crash reports remain locally; but are a far more true and effective reflection of our crash experience in the city of Gulf Breeze. Only about 1 in 10 crashes that occur in Gulf Breeze are 'long form' crashes.

Conclusion

We believe cameras are part of an overall traffic safety program that works to reduce speeding, running red lights and not paying attention. With the increase in traffic, we have not seen the same increase in accidents.

The use of cameras enables a small town police department to address other issues and not leave red light running unenforced. It used to be quite common to hear people say, "I always sit after the light turns green and wait for the red light runners to clear the intersection before I proceed." The use of cameras also

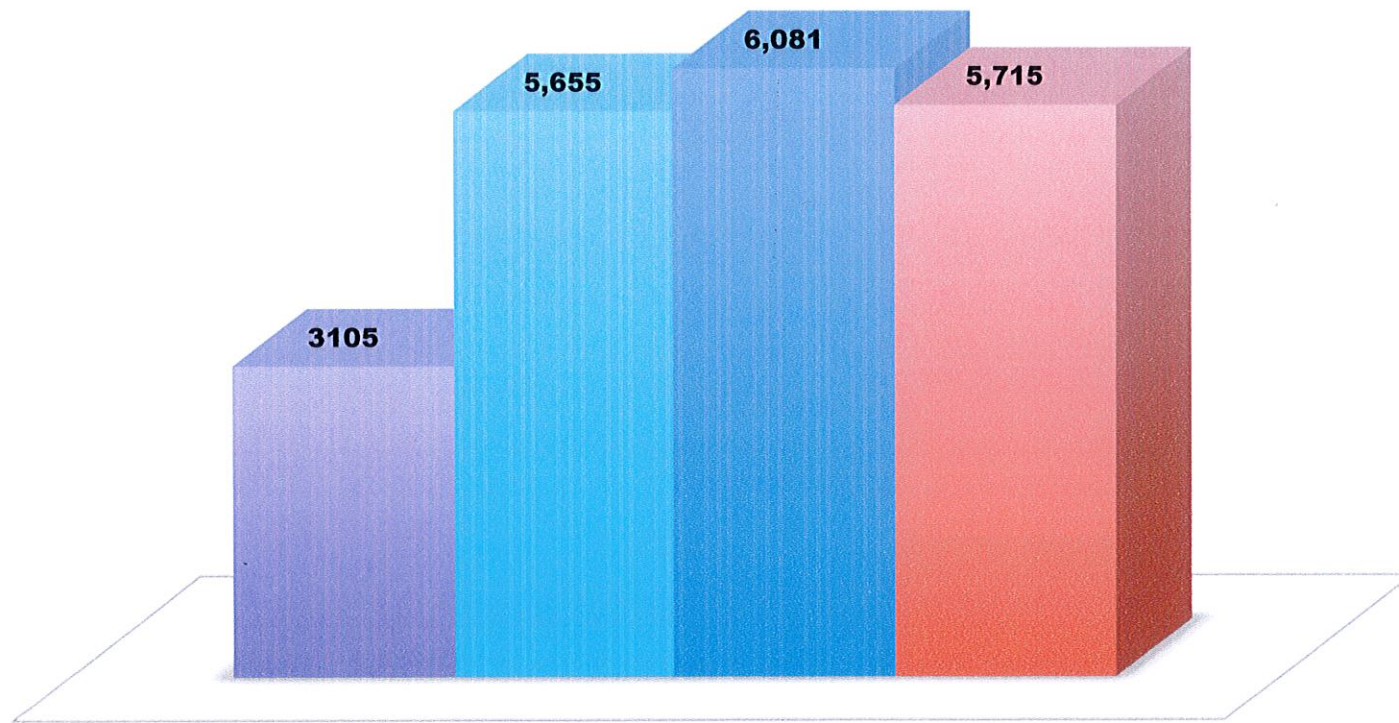
Red Light Camera Enforcement Position Paper

provides clear and objective evidence of the facts of each case. The arguments that red light runners bring to hearings or to court are resolved without question and the facts of each case are determined in an unbiased and clear manner to provide justice in every case.

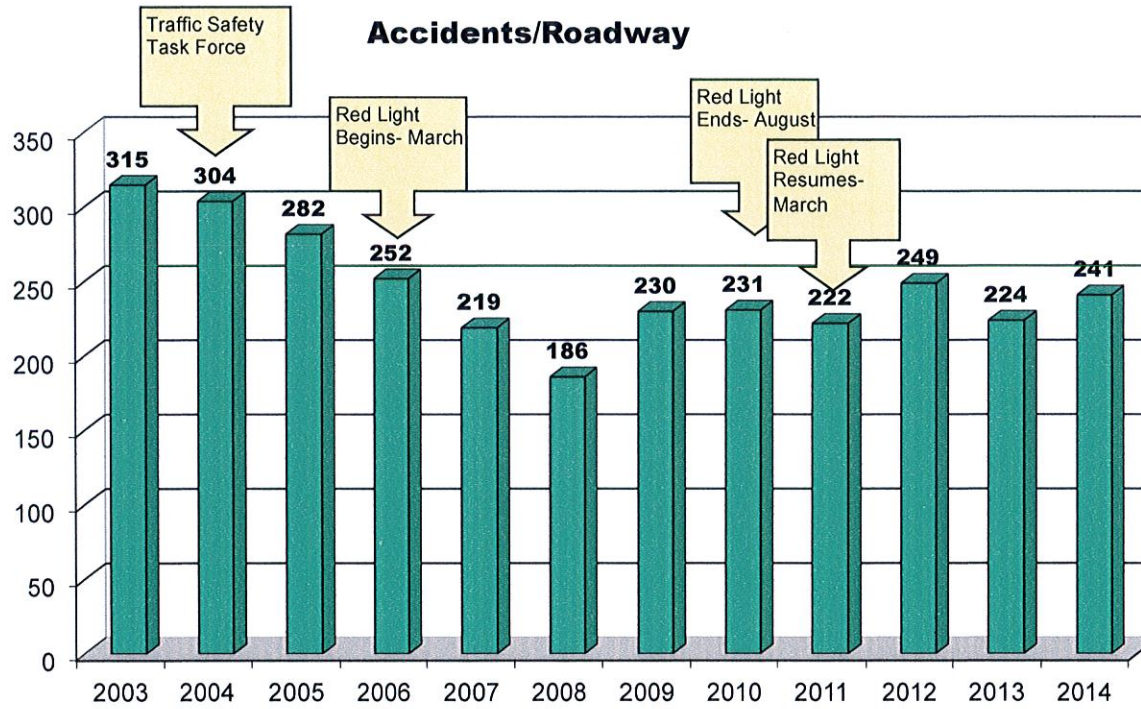
If we are going to be serious about addressing increasing police budgets and less time spent on traffic enforcement AND reducing accidents, we need to embrace technology not run from it.

Violations Issued by Year

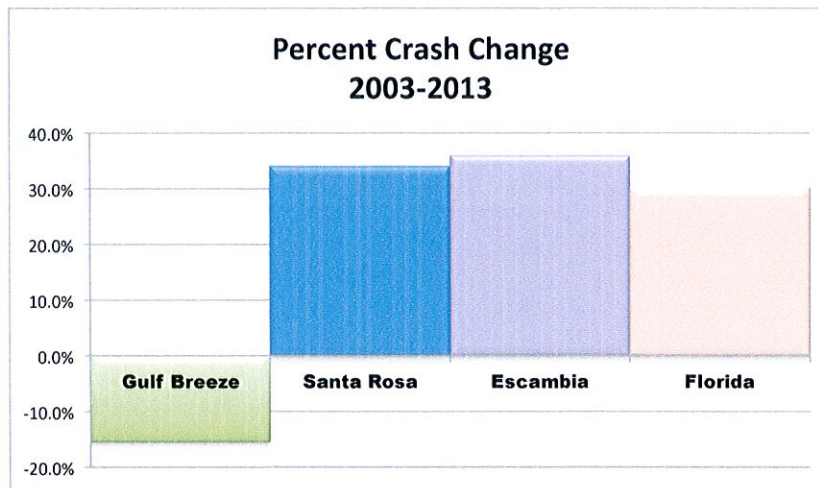
■ 2011 ■ 2012 ■ 2013 ■ 2014



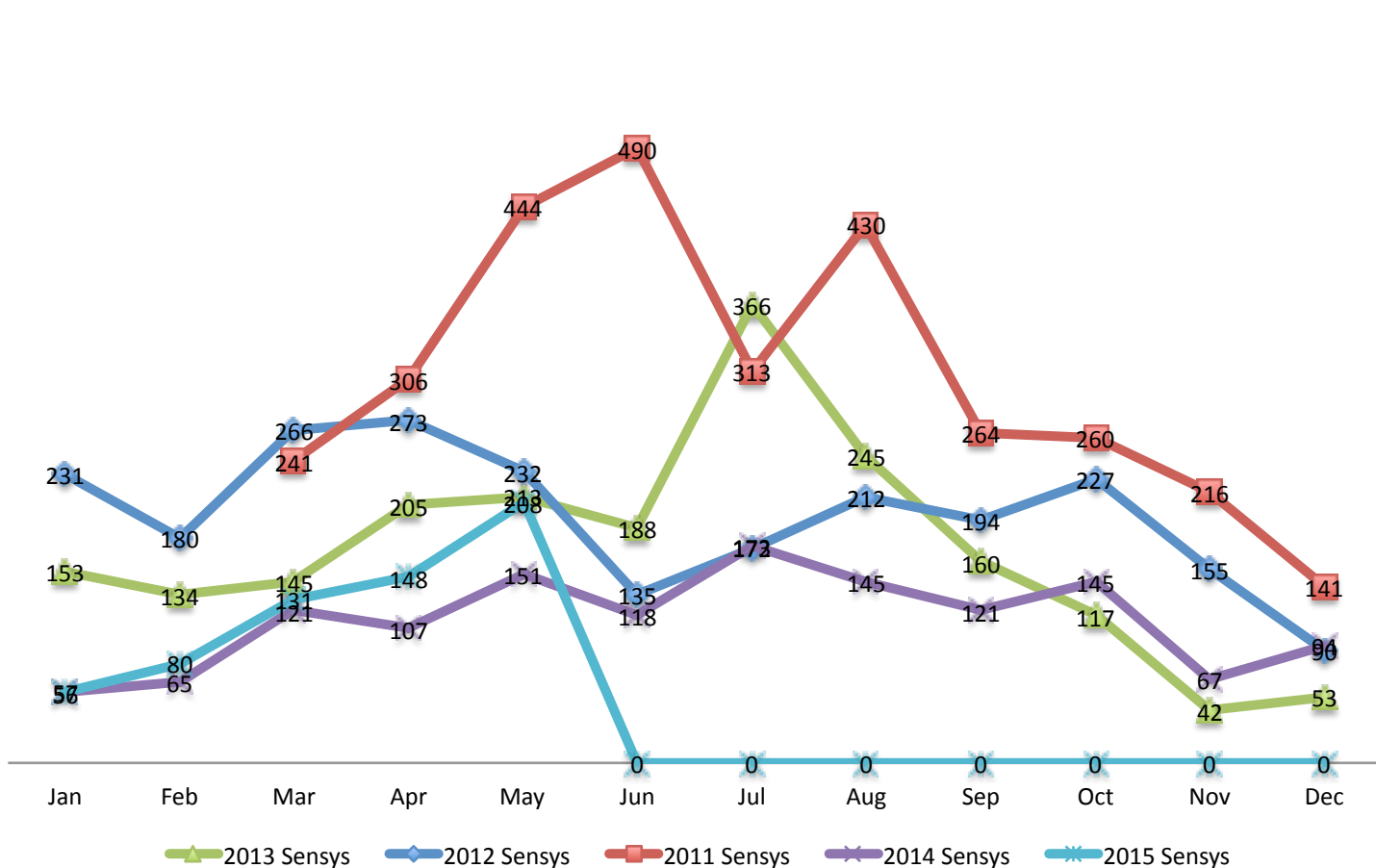
Accidents/Roadway



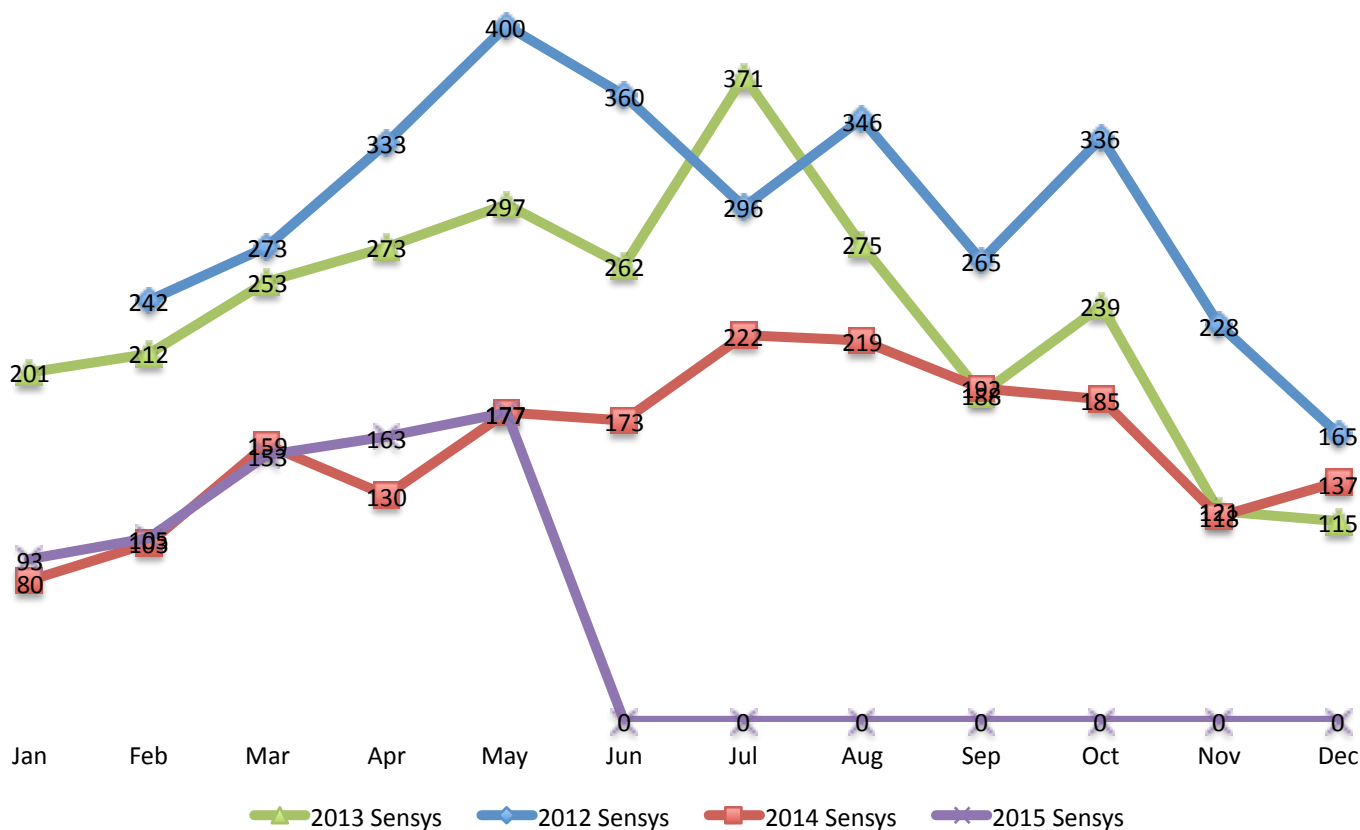
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014 Percent Change
Gulf Breeze	439	416	408	378	331	291	352	363	363	380	371	-15.5%
Santa Rosa	1259	1402	1543	1541	1419	1186	1363	1525	1499	1666	1688	34.1%
Escambia	4296	4377	5290	4722	4755	4419	4637	5311	5385	5405	5840	35.9%
Florida	243294	252902	268605	256200	256206	243442	235778	235461	227998	281340	316943	30.3%



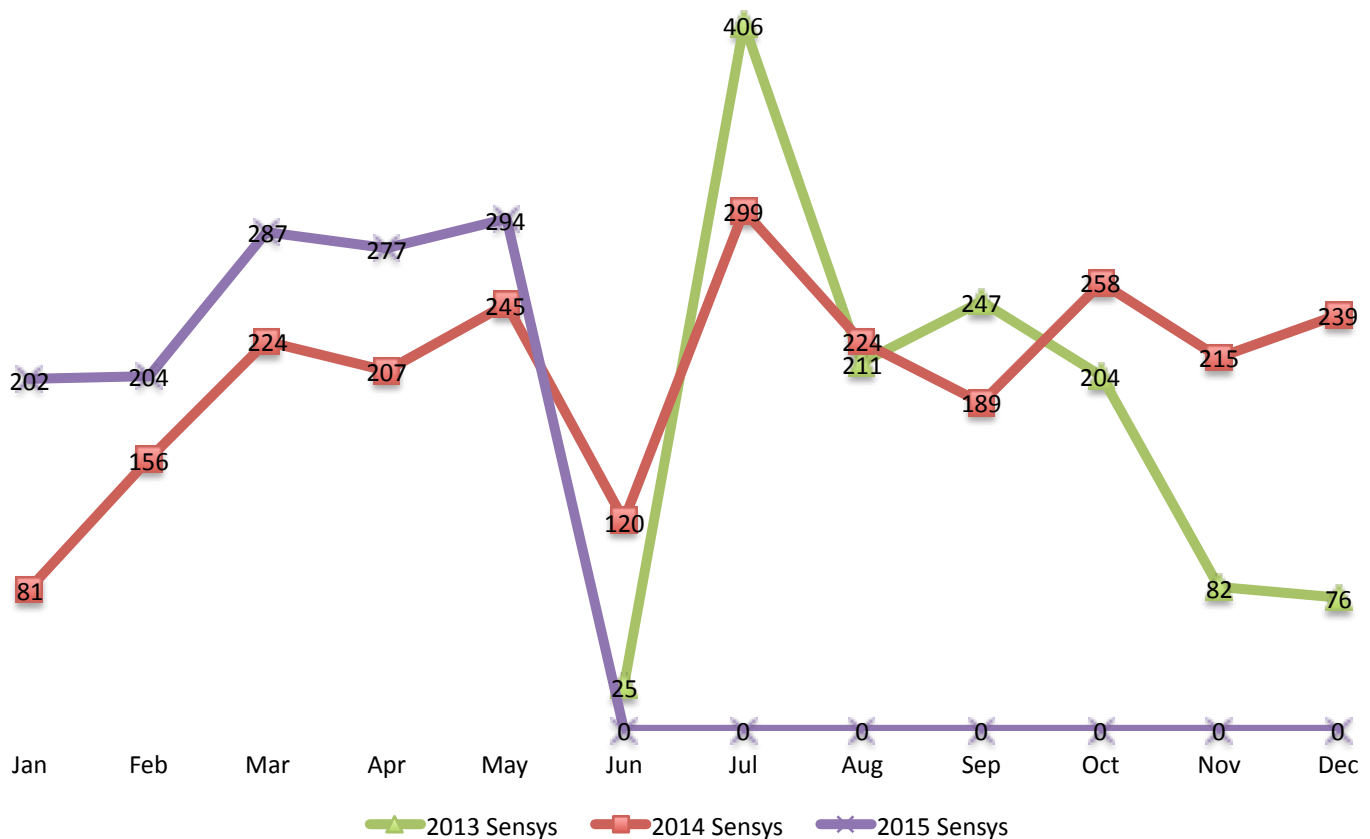
Monthly Comparison of Daniel Drive Violations



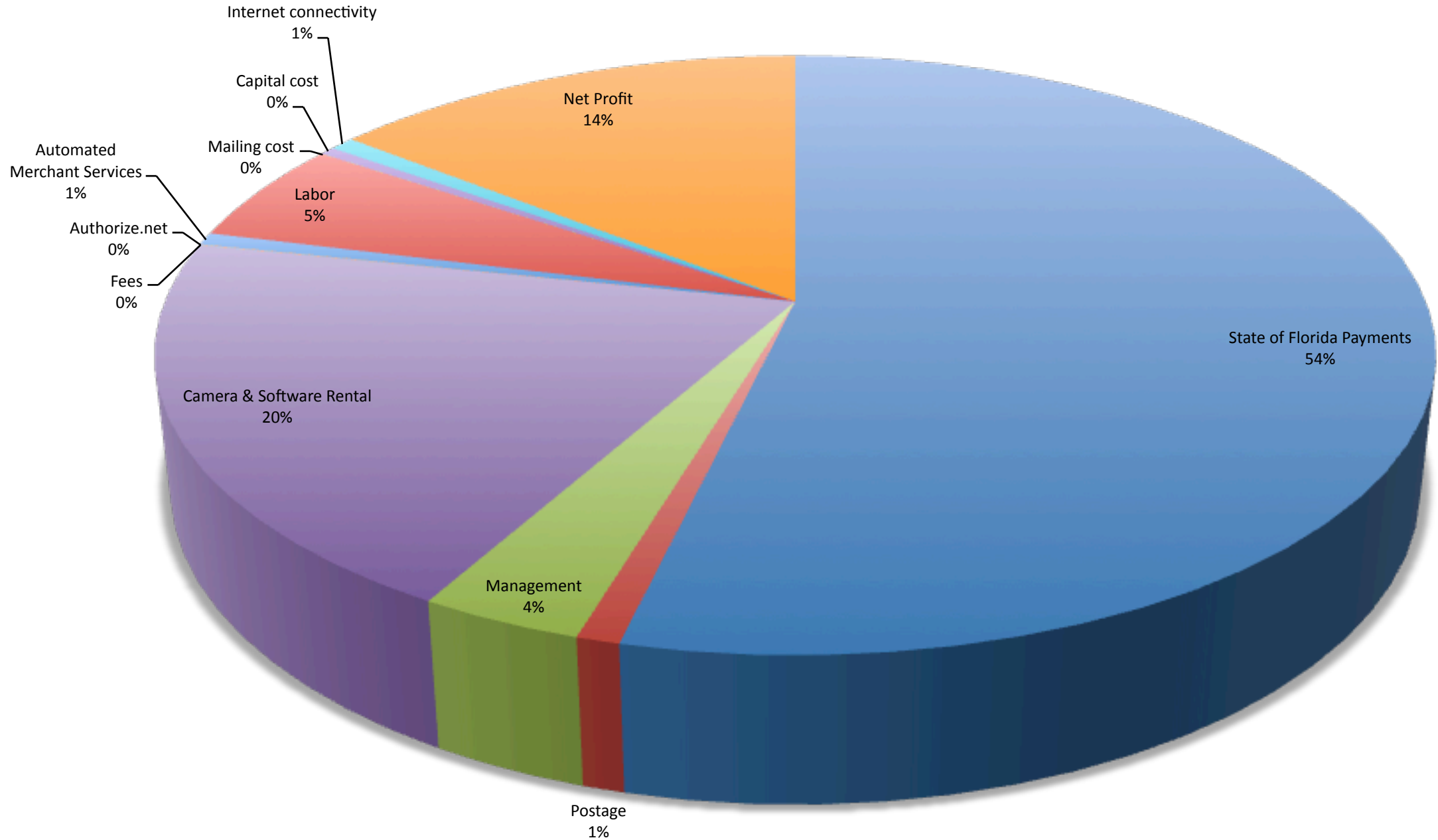
Monthly Comparison of Hospital Light Violations



Monthly Comparison of Northcliff Light Violations



Gulf Breeze Red Light Camera Financials 2013





RED LIGHT CAMERA BUDGET FY2022 FUND 102 DEPT 4500

DESCRIPTION

In 2004 the City of Gulf Breeze convened a Traffic Safety Task Force committee in response to a dramatic increase in traffic accidents. The Task Force's recommended safety strategies included the installment of Red-Light Cameras. The revenue collected from red light violators is allocated for public safety. Since the start of the program, funds have covered the costs of patrol vehicles, a fire truck, officer equipment, and part time officer salaries to provide security at the Elementary School after the tragedy in Parkland.

CURRENT BUDGET (FY 2020)

The Covid-19 pandemic along with the guidelines put in place by the Governor to combat the virus (stay at home/travel restrictions) and the Pensacola Bay Bridge closure after Hurricane Sally have reduced the projected revenue total significantly.

HISTORICAL DATA	FY18	FY19	FY20	FY21
Oct 1 -May 1 Violations	4083	3342	2615	1911
May 2 - September 30 Violations	3153	3265	3571	
Total Violations per Year	7236	6607	6186	

RED LIGHT CAMERA FUND PROPOSAL FOR FY2022

Revenues generated from violations have averaged \$450,000 per fiscal year (excluding FY21) and the budget for FY2022 revenues is projected to be at the same level. The Pensacola Bay Bridge will be open and the Covid travel restrictions have ended.

Expenses FY22

Personnel	\$ 55,833
Professional	\$236,100
Postage	\$ 11,467
Supplies	\$ 6,100
Traffic OT	\$ 30,000
Two Vehicles	\$ 80,000
Three Servers	\$ 30,500
(Web, App, Body Cam)	
Total Proposed Budget FY22	\$450,000

Calculations as of 09/30/2021

GL NUMBER	DESCRIPTION	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 09/30/21	2021-22 REQUESTED BUDGET	2021-22 APPROVED BUDGET
Dept 0000						
FINES & JUDGEMENTS						
102-0000-342.90-01	RED LIGHT CITATIONS	416,284	450,000	334,491	450,000	
	NET OF REVENUES/APPROPRIATIONS - FINES & JUDGEMENT	416,284	450,000	334,491	450,000	
INT RENT & MISC REV						
102-0000-369.01-00	OTHER MISC REVENUES	50		1,119		
	NET OF REVENUES/APPROPRIATIONS - INT RENT & MISC R	50		1,119		
BUDGETED RESERVES						
102-0000-380.00-00	RESERVES BROUGHT FWD (BUDGET ONLY)		2,889			
	NET OF REVENUES/APPROPRIATIONS - BUDGETED RESERVES		2,889			
NET OF REVENUES/APPROPRIATIONS - 0000 -		416,334	452,889	335,610	450,000	
Dept 4500 - RED LIGHT OPS						
PERSONNEL PAYMENTS						
102-4500-512.12-00	REGULAR SALARIES & WAGES	16,377	39,960	35,453	40,831	
102-4500-512.12-50	PART-TIME SALARIES & WGES	8,651				
102-4500-514.14-00	OVERTIME	155	120	163	200	
	NET OF REVENUES/APPROPRIATIONS - PERSONNEL PAYMENT	(25,183)	(40,080)	(35,616)	(41,031)	
TAXES & BENEFITS						
102-4500-521.21-00	FICA TAXES	1,908	3,057	2,681	3,125	
102-4500-522.22-50	FMPTE RETIREMENT (DC-ER 401A)	1,125	3,476	2,831	3,267	
102-4500-523.23-00	HEALTH INSURANCE	2,023	8,436	7,094	7,850	
102-4500-523.23-20	LIFE INSURANCE	15	10	53		
102-4500-523.23-30	DENTAL	113	422	366	450	
102-4500-523.23-40	VISION	16	110	52	110	
102-4500-526.26-00	DISABILITY INSURANCE	9	12	26		
	NET OF REVENUES/APPROPRIATIONS - TAXES & BENEFITS	(5,209)	(15,523)	(13,103)	(14,802)	
PROF & CONTRACT SERVICES						
102-4500-531.31-10	LEGAL SERVICES	385		630		
102-4500-534.34-10	OTHER CONTRACTUAL SERVICE	220,858	226,600	184,130	236,100	
	NET OF REVENUES/APPROPRIATIONS - PROF & CONTRACT S	(221,243)	(226,600)	(184,760)	(236,100)	
OPERATION & REPAIRS						
102-4500-541.41-20	POSTAGE	11,730	13,286	6,627	11,467	
	NET OF REVENUES/APPROPRIATIONS - OPERATION & REPAI	(11,730)	(13,286)	(6,627)	(11,467)	
SUPPLIES & EXPENSES						
102-4500-551.51-00	OFFICE SUPPLIES	60	600	177	600	
102-4500-552.52-00	OPERATING SUPPLIES	2,517	3,300	1,979	2,800	
102-4500-552.52-02	CR CD / PMT PROCESSING FEES	2,188	3,200	2,052	2,700	
102-4500-553.10-10	MINOR EQUIPMENT AND FURNITURE		300			
	NET OF REVENUES/APPROPRIATIONS - SUPPLIES & EXPENS	(4,765)	(7,400)	(4,208)	(6,100)	
TRANSFERS IN / OUT						
102-4500-591.91-30	TRANSFER TO OTHER FUNDS	480,000	150,000	112,500	140,500	
	NET OF REVENUES/APPROPRIATIONS - TRANSFERS IN / OU	(480,000)	(150,000)	(112,500)	(140,500)	
NET OF REVENUES/APPROPRIATIONS - 4500 - RED LIGHT OPS		(748,130)	(452,889)	(356,814)	(450,000)	
ESTIMATED REVENUES - FUND 102		416,334	452,889	335,610	450,000	
APPROPRIATIONS - FUND 102		748,130	452,889	356,814	450,000	

Calculations as of 09/30/2021

GL NUMBER	DESCRIPTION	2019-20	2020-21	2020-21	2021-22	2021-22
		ACTIVITY	AMENDED	ACTIVITY	REQUESTED	APPROVED
			BUDGET	THRU 09/30/21	BUDGET	BUDGET
NET OF REVENUES/APPROPRIATIONS - FUND 102		(331,796)		(21,204)		
	BEGINNING FUND BALANCE	303,000	(28,796)	(28,796)	(50,000)	(50,000)
	ENDING FUND BALANCE	(28,796)	(28,796)	(50,000)	(50,000)	(50,000)

RED LIGHT CAMERA FUND FY2021 BUDGET FUND 102

Fiscal Year 2020 Overview

In 2004 the City of Gulf Breeze convened a Traffic Safety Task Force committee in response to a dramatic increase in traffic accidents. The Task Force's recommended safety strategies included the installment of Red-Light Cameras. In 2006, the Gulf Breeze City Council approved the Red-Light Camera Ordinance and set the fine for a violation at \$75. The first cameras were placed at the intersection of Daniel Drive and US 98. When the Mark Waddell Traffic Safety Act became State Law in 2010, the fine for violations became \$158 (\$83 to the State, \$75 to the City). In 2011 and 2013, cameras were placed at the Gulf Breeze Hospital intersection and the Northcliff Drive/ US 98 intersection, respectively.

After each violation, the Police Department receives the documentation for review and approval prior to sending a notice and violation to the violator. Each notice includes three photos of the offending vehicle from the rear. The first photo shows the vehicle behind the white stop bar while the light is red; the second shows the vehicle beyond the stop bar underneath the red light; and the third is a close-up of the license plate. Violators have 60 days to pay the fine before it becomes a uniform traffic violation.

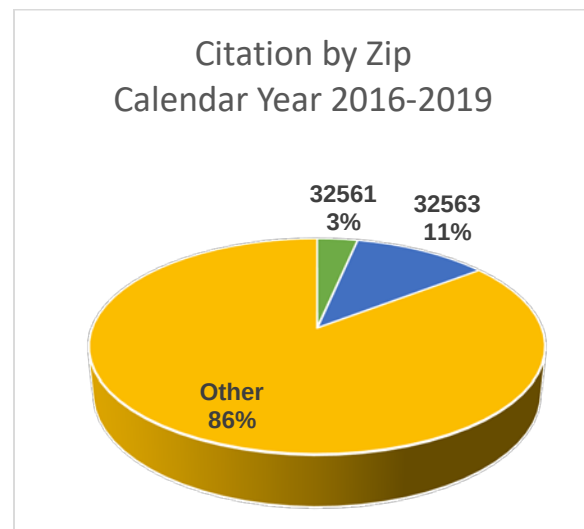
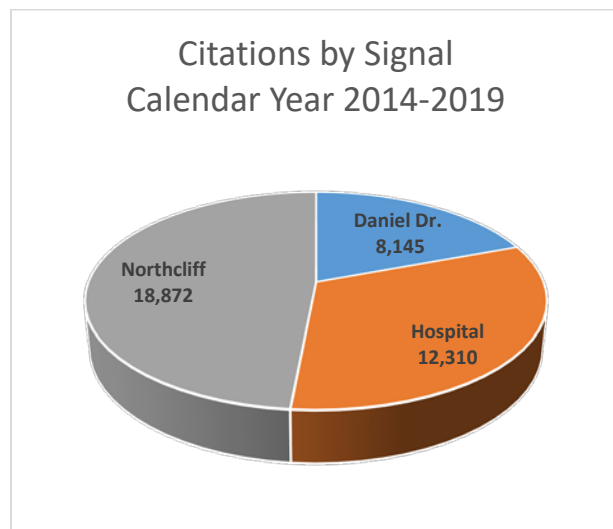
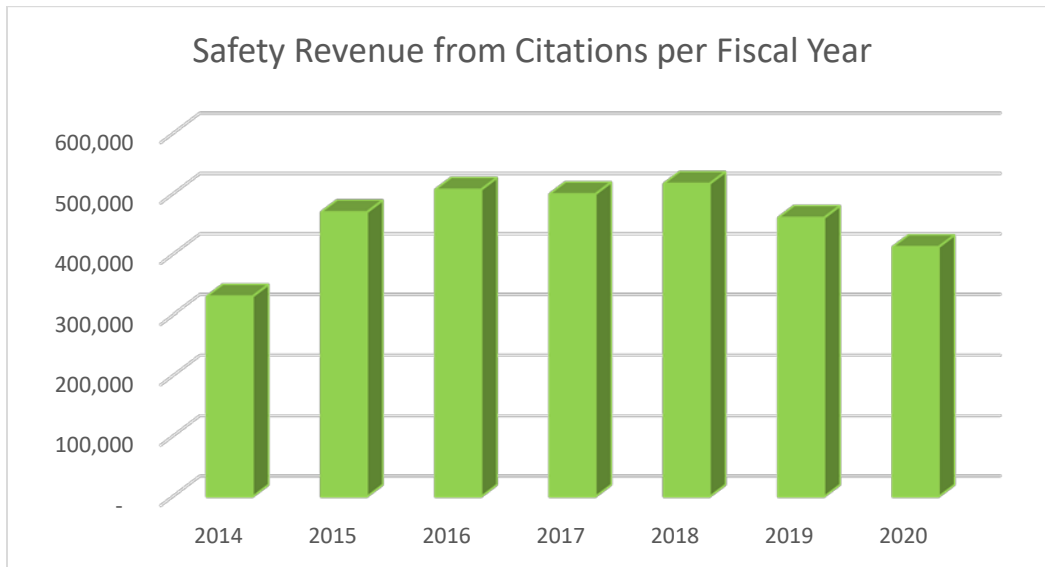
The revenue collected from red light violators is allocated for public safety. Since the start of the program, funds have covered the costs of patrol vehicles, officer equipment, overtime for aggressive driving details on US 98, a fire truck, and most recently, the salaries of part time officers to provide additional security for Gulf Breeze Elementary School in response to the Marjory Stoneman Douglas High School tragedy in Parkland.

HISTORICAL DATA

Violation Revenue

Since the start of FY 2012, traffic violations have generated over \$3.0 million in gross revenue which is utilized solely to improve public safety. From 2014 to 2019, 39,327 red light violations were issued. To date this fiscal year, (October 1, 2019 through May 31, 2020) the City has issued 3792 red light citations. Of the three intersections under surveillance, about half of all violations are generated by the Northcliff/Fairpoint signal. The majority of violations are issued to mailing addresses outside of the Greater Gulf Breeze area of 32561 and 32563. Over the last ten years, this program has provided millions in additional revenues to improve safety in our community.

RED LIGHT CAMERA FUND FY2021 BUDGET
FUND 102



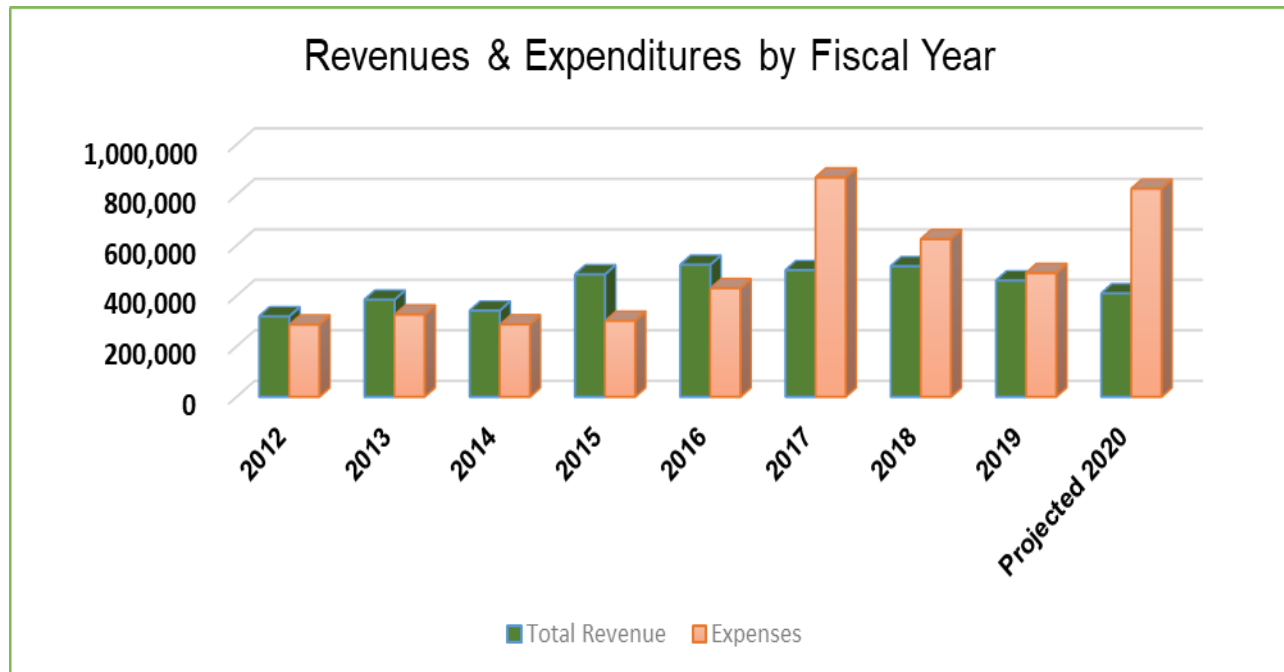
Capital Purchases

To date, revenues from red light violations have paid for the acquisition of fourteen (14) fully equipped patrol vehicles, laptops for police officers, body cameras, a new engine pumper truck for the fire department, and dispatch/E-911 computer equipment. These purchases have allowed the City to maintain safety standards to keep the community safe.

Financial Performance

The projected revenue for FY2020 was on pace with the previous years until the Covid-19 pandemic and the guidelines put in place by the Governor to combat the virus (stay at home/travel restrictions). The projected revenue is expected to decrease by approximately \$50,000 for the year.

RED LIGHT CAMERA FUND FY2021 BUDGET
FUND 102



FY2020	Amended Budget*	Activity (w/Encumbrance)	Remaining Balance	% Used
SALES REVENUES	\$ 428,900	\$ 233,550	\$ 195,350	54.5%
INT RENT & MISC REV	\$ -	\$ 19		
BUDGETD RESERVES	\$ 400,000		\$ 400,000	0.0%
TOTAL REVENUES	\$ 828,900	\$ 233,569	\$ 595,350	
PERSONNEL PAYMENTS	\$ 25,100	\$ 12,045	\$ 13,055	48.0%
TAXES & BENEFITS	\$ 3,490	\$ 1,838	\$ 1,652	52.7%
PROF & CONTRACT SERVICES	\$ 226,350	\$ 226,310	\$ 40	100.0%
OPERATION & REPAIRS	\$ 11,900	\$ 18,045	\$ (6,145)	151.6%
SUPPLIES & EXPENSES	\$ 7,060	\$ 3,122	\$ 3,939	44.2%
CAPITAL EXPENDITURES	\$ -	\$ -		
TRANSFERS IN / OUT	\$ 555,000	\$ 277,500	\$ 277,500	50.0%
TOTAL EXPENDITURES	\$ 828,900	\$ 538,860	\$ 290,040	
TOTAL REVENUES	\$ 828,900	\$ 233,569	\$ 595,350	28.2%
TOTAL EXPENDITURE	\$ 828,900	\$ 538,860	\$ 290,040	65.0%
NET	\$ -	\$ (305,291)	\$ 305,310	

Current Budget (FY 2020)

For FY 2020, staff projected to collect \$410,000 in violation revenue. The City is obligated by contract to pay approximately \$18,800 per month for the operation of the red-light cameras, or \$225,600 for FY 2020 which is reflected in Prof. & Contract Services. The other major expense, Transfers Out, reflects the allocation of violation revenues to pay for public safety capital expenses and staffing.

FY 2020 capital expenses consist of two fully equipped Dodge Durango's (\$110,000).

RED LIGHT CAMERA FUND FY2021 BUDGET
FUND 102

FY2021 Proposed Budget

Revenues

Revenues generated from violations have averaged \$450,000 per fiscal year (excluding FY2020) and the budget for FY2021 revenues is projected to be \$450,000.

Expenses

Personnel expenditures are related to activities directly involved with the day-to-day operations, particularly collections and system upkeep, at the Police Department. These budgeted expenses include an up-to 3% increase for staff based on employee evaluations. The total personnel and fringe benefits are estimated to be \$55,603 for the new fiscal year.

Professional services are based on contractual agreements regarding the camera equipment agreement and are projected to be \$226,600 for the new fiscal year.

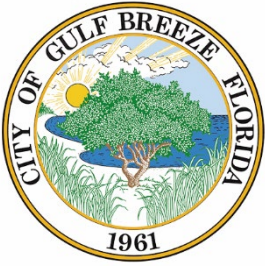
Postage costs are projected to be \$13,286 for the new fiscal year.

Supply costs related to the program are projected to be \$7,400 for the new fiscal year.

Operating Transfers to the General Fund for FY2021 include the following:

(2) Fully Equipped Police Cruisers	\$110,000
Bookkeeping/Auditing Support	\$ 10,000
Overtime related to Traffic Enforcement	\$ 30,000
Total Transfers Budgeted:	\$150,000

Total proposed budget for FY2021: \$452,889



FY 2020 Red Light Camera Fund Budget Brief

June 2019 Current Year Overview

The City of Gulf Breeze convened a Traffic Safety Task Force committee in 2004 in response to a dramatic increase in traffic accidents. The Task Force recommended safety strategies which included the installment of Red Light Cameras. In 2006, the Gulf Breeze City Council approved the Red-Light Camera Ordinance and set the fine for a violation at \$75. The first cameras were placed at the intersection of Daniel Drive and US 98. When the Mark Waddell Traffic Safety Act became State Law in 2010, the fine for violations became \$158 (\$83 to the State, \$75 to the City). In 2011 and 2013, cameras were placed at the Gulf Breeze Hospital intersection and the Northcliff Drive/ US 98 intersection, respectively.

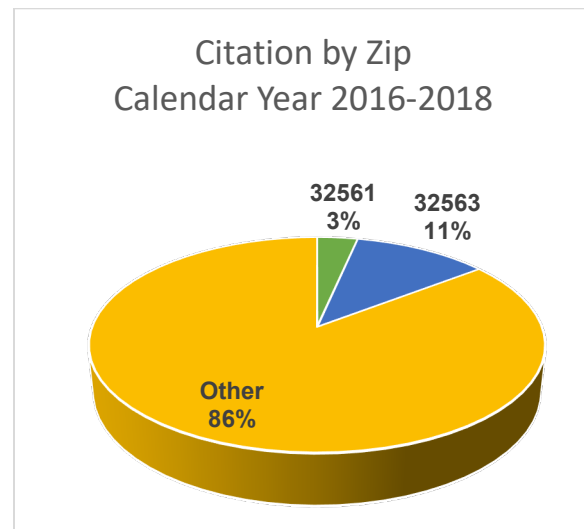
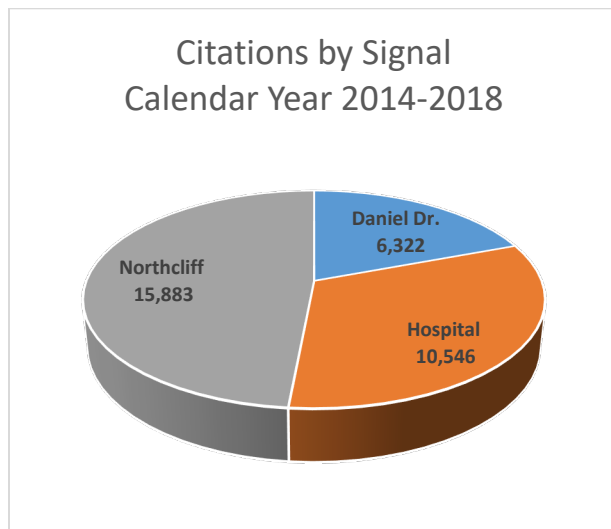
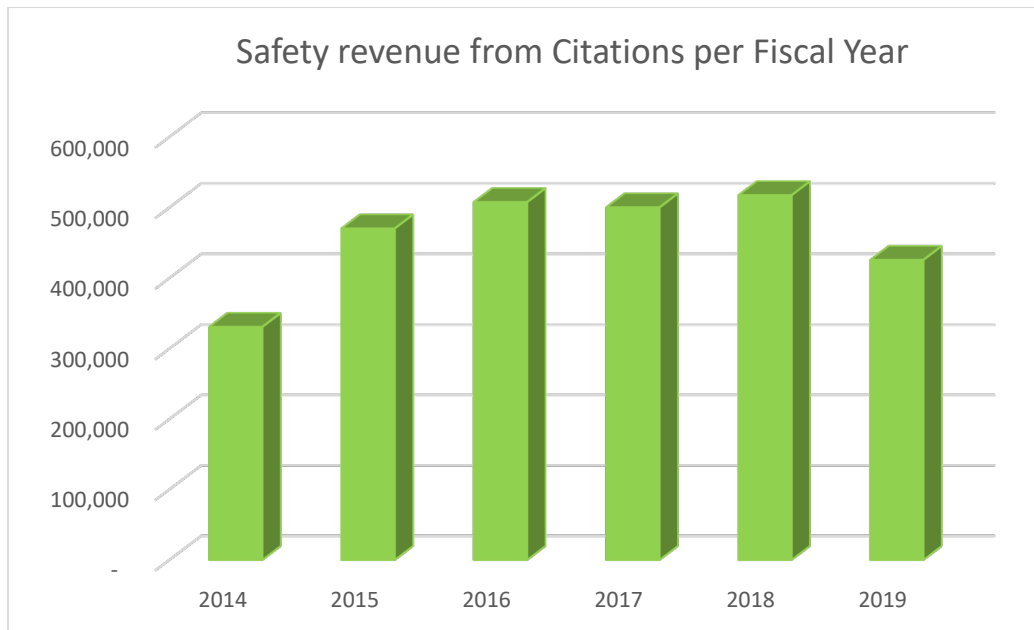
After each violation, the Police Department receives the documentation for review and approval prior to sending a notice and violation to the violator. Each notice includes three photos of the offending vehicle from the rear. The first photo shows the vehicle behind the white stop bar while the light is red; the second shows the vehicle beyond the stop bar underneath the red light; and the third is a close-up of the license plate. Violators have 60 days to pay the fine before it becomes a uniform traffic violation.

The revenue collected from red light violators is allocated for public safety. Since the start of the program, funds have covered the costs of patrol vehicles, officer equipment, overtime for aggressive driving details on US 98, a fire truck, and most recently, the salaries of part time officers to provide additional security for Gulf Breeze Elementary School in response to the Marjory Stoneman Douglas High School tragedy in Parkland.

Historical Data

Violation Revenue

Since the start of FY 2012, traffic violations have generated over \$3.0 million in gross revenue which is utilized solely to improve public safety. From 2014 to 2018, 32,751 red light violations were issued. To date this fiscal year, (October 1, 2018 through June 30, 2019) the City has issued 4,194 red light citations. Of the three intersections under surveillance, about half of all violations are generated by the Northcliff/Fairpoint signal. Nearly all violations are issued to mailing addresses outside of the Greater Gulf Breeze area of 32561 and 32563. Over the last ten years, this program has provided millions in additional revenues to improve safety in the community.



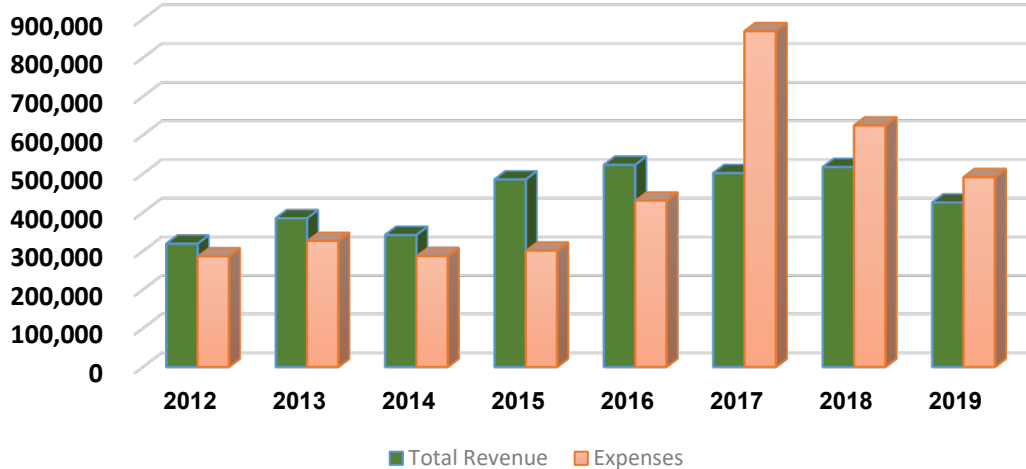
Capital Purchases

To date, revenues from red light violations have paid for the acquisition of twelve (12) fully equipped patrol vehicles, laptops for police officers, a new engine pumper truck for the fire department, and dispatch/E-911 computer equipment. These purchases have allowed the City to maintain safety standards to keep the community safe.

Financial Performance

A rise in expenses in 2017 was due to an increase in transfers out to the General Fund to provide the funding necessary to purchase a fire pumper truck for approximately \$427,000 and provide overtime for traffic enforcement and other related safety initiatives.

Revenues & Expenditures by Fiscal Year



FY2019	Ammended Budget*	Activity (w/Encumbrance)	Remaining Balance	% Used
SALES REVENUES	\$ 500,000	\$ 314,775	\$ 185,225	63.0%
INT RENT & MISC REV	\$ -	\$ 19		
BUDGETD RESERVES	\$ 7,904		\$ 7,904	0.0%
TOTAL REVENUES	\$ 507,904	\$ 314,794	\$ 193,129	
PERSONNEL PAYMENTS	\$ 26,027	\$ 17,433	\$ 8,594	67.0%
TAXES & BENEFITS	\$ 4,096	\$ 2,396	\$ 1,700	58.5%
PROF & CONTRACT SERVICES	\$ 236,081	\$ 226,173	\$ 9,908	95.8%
OPERATION & REPAIRS	\$ 14,500	\$ 18,030	\$ (3,530)	124.3%
SUPPLIES & EXPENSES	\$ 7,200	\$ 4,648	\$ 2,552	64.6%
CAPITAL EXPENDITURES	\$ -	\$ -		
TRANSFERS IN / OUT	\$ 220,000	\$ 165,000	\$ 55,000	75.0%
TOTAL EXPENDITURES	\$ 507,904	\$ 433,680	\$ 74,224	
TOTAL REVENUES	\$ 507,904	\$ 314,794	\$ 193,129	62.0%
TOTAL EXPENDITURES	\$ 507,904	\$ 433,680	\$ 74,224	85.4%
NET	\$ -	\$ (118,886)	\$ 118,905	

Current Budget (FY 2019)

For FY 2019, staff projected to collect \$425,000 in violation revenue. The City is obligated by contract to pay approximately \$18,800 per month for the operation of the red-light cameras, or \$225,600 for FY 19 which is reflected in Prof. & Contract Services. The other major expense, Transfers Out, reflects the allocation of violation revenues to pay for public safety capital expenses and staffing.

FY 2019 capital expenses consist of two fully equipped dodge chargers, and two equipped dodge durango's (\$158,000), hand held radio's (\$25,000) and the design cost for the new police department building (\$130,000).

Red Light Camera Fund Budget Proposal for FY2020

Revenues

Revenues generated from violations have averaged \$500,000 per fiscal year and the budget for FY2020 revenues is projected to be \$425,500. \$400,000 in reserves will be brought forward to help defray the costs of the new police department annex building.

Expenses

Personnel expenditures are related to activities directly involved with the day-to-day operations, particularly collections and system upkeep, at the Police Department. These budgeted expenses include an up-to 4% increase for staff based on employee evaluations. The total personnel and fringe benefits are estimated to be \$26,590 for the new fiscal year.

Professional services are based on contractual agreements regarding the camera equipment agreement and are projected to be \$226,010 for the new fiscal year.

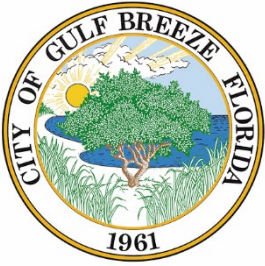
Postage costs are projected to be \$11,900 for the new fiscal year.

Supply costs related to the program are projected to be \$7,400 for the new fiscal year.

Operating Transfers to the General Fund for FY2020 include as follows:

(2) Fully Equipped Police Cruisers	\$100,000
Bookkeeping/Auditing Support	\$10,000
Overtime related to Traffic Enforcement	\$30,000
Smart Trailer	\$15,000
Contribution for Police Department expansion	\$400,000
Total Transfers Budgeted:	\$555,000

Total proposed budget for FY2020: \$828,900



FY 2019 Red Light Camera Fund Budget Brief

Background

June 2018 Overview

In 2004 the City of Gulf Breeze convened a Traffic Safety Task Force committee in response to a dramatic increase in traffic accidents. The Task Force's recommended safety strategies included the installment of Red Light Cameras. In 2006, the Gulf Breeze City Council approved the Red-Light Camera Ordinance and set the fine for a violation at \$75. The first cameras were placed at the intersection of Daniel Drive and US 98. When the Mark Waddell Traffic Safety Act became State Law in 2010, the fine for violations became \$158 (\$83 to the State, \$75 to the City). In 2011 and 2013, cameras were placed at the Gulf Breeze Hospital intersection and the Northcliff Drive/US 98 intersection, respectively.

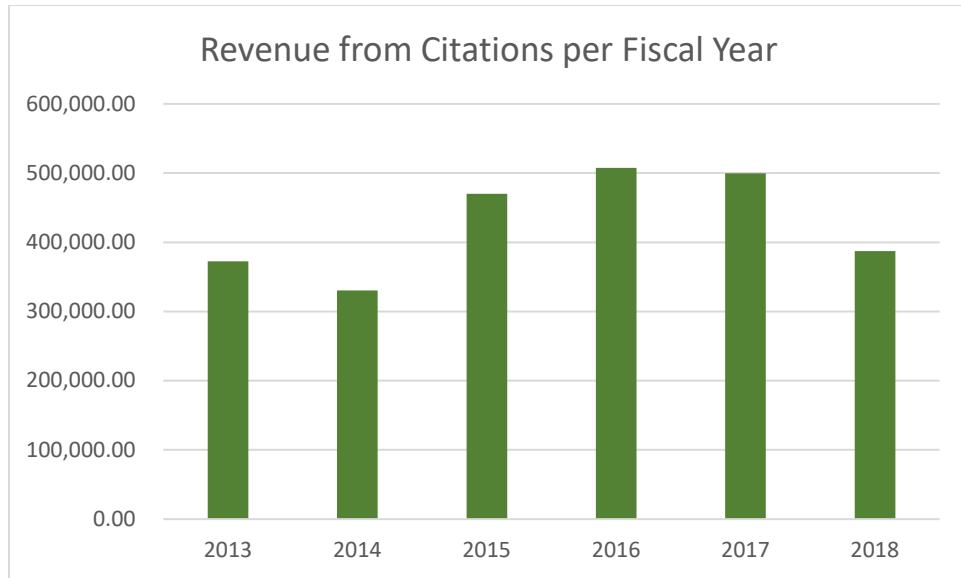
After each violation, the Police Department receives the documentation for review and approval prior to sending a notice and violation to the violator. Each notice includes three photos of the offending vehicle from the rear. The first photo shows the vehicle behind the white stop bar while the light is red; the second shows the vehicle beyond the stop bar underneath the red light; and the third is a close-up of the license plate. Violators have 60 days to pay the fine before it becomes a uniform traffic violation.

The revenue collected from red light violators is allocated for public safety. Since the start of the program, funds have covered the costs of patrol vehicles, officer equipment, overtime for aggressive driving details on US 98, a fire truck, and most recently, the salaries of part time officers to provide additional security for Gulf Breeze Elementary School in response to the Marjory Stoneman Douglas High School tragedy in Parkland.

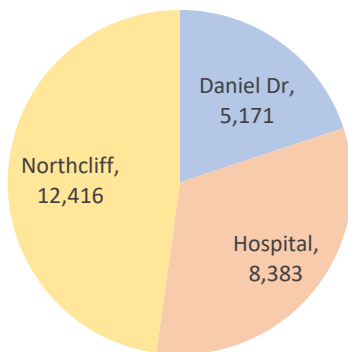
Historical Data

Violation Revenue

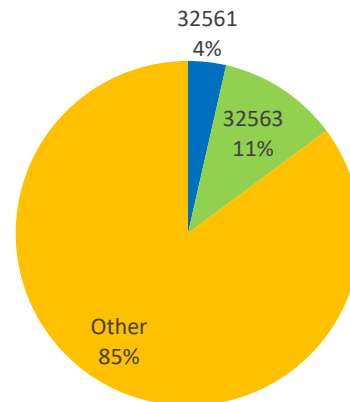
Since the start of FY 2013, traffic violations have generated over \$2.5 million in revenue. From 2014 to 2017, 25,970 red light violations were issued. Of the three intersections under surveillance, about half of all violations are generated by the Northcliff/Fairpoint signal. The majority of violations are issued to mailing addresses outside of the Greater Gulf Breeze area of 32561 and 32563. Over the last ten years, this program has provided millions in additional revenues to improve safety in our community and to enhance the quality of life for our citizens.



**Calendar Year 2014-2017
Citations by Signal**



**Calendar Year 2016-2017
Citations by Zip**



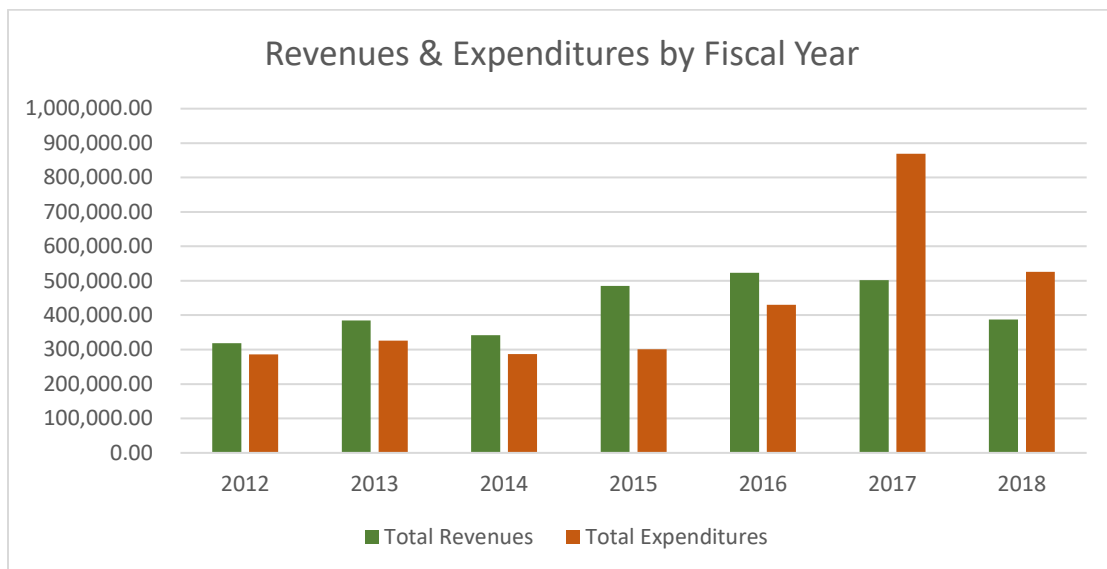
Capital Purchases

To date, revenues from red light violations have paid for the acquisition of eight fully equipped patrol vehicles, laptops for police officers, a new engine pumper truck for the fire department, and dispatch/E-911 computer equipment. These purchases have allowed the City to maintain the expected level of service and to keep the community safe.



Financial Performance

The expedited rise in expenses in 2017 is due to an increase in transfers out to the General Fund to provide the funding necessary to purchase a fire pumper truck for approximately \$427,000 and provide overtime for traffic enforcement and other related safety initiatives.



Current Budget (FY 2018)

For FY 2018, staff projected to collect \$500,000 in violation revenue. The City is obligated by contract to pay approximately \$18,800 per month for the operation of the red-light cameras, or \$225,600 for FY 18 which is reflected in Prof. & Contract Services. The other major expense, Transfers Out, reflects the allocation of violation revenues to pay for public safety capital expenses and staffing, including a school resource officer at Gulf Breeze Elementary School in response to the Marjory Stoneman Douglas High School tragedy in Parkland.

FY 2018 capital expenses consist of two fully equipped ford explorers (\$110,000), a dispatch server (\$12,000), laptops (\$25,000), and the design cost for the new police department building (\$130,000).

	Amended Budget*	Activity (w/ Encumbrance)	Remaining Balance	% Used
SALES REVENUES	500,000	387,500	112,500	78%
INT RENT & MISC REV	0.00	107	(107)	N/A
BUDGETED RESERVES	142,427	-	142,427	0%
TOTAL REVENUES	642,427	387,607	254,820	58%
PERSONNEL PAYMENTS	26,216	17,189	9,027	66%
TAXES & BENEFITS	4,608	2,748	1,861	60%
PROF & CONTRACT SERVICES	240,600	227,567	13,033	95%
OPERATION & REPAIRS	12,000	18,000	(6,000)	150%
SUPPLIES & EXPENSES	7,160	4,248	2,912	59%
CAPITAL EXPENDITURES	6,843	-	6,843	0%
TRANSFERS IN / OUT	345,000	345,000	-	100%
TOTAL EXPENDITURES	642,427	614,752	27,676	100%
TOTAL REVENUES	642,427	387,607	254,820	60%
TOTAL EXPENDITURES	642,427	614,752	27,676	96%
NET	(0)	(227,145)	227,145	

Activity as of 06/30/2018

*Pending budget amendment

Red Light Camera Fund Budget Proposal for FY2019

Revenues

Revenues generated from violations have averaged \$500,000 per fiscal year and the budget for FY2019 revenues is projected to be at the same level. There is currently a short-fall between revenues projected and expenditures budgeted, therefore a \$7,904 budget reserve is included in the budget projections. Total revenues are \$507,904.

Expenses

Personnel expenditures are related to activities directly involved with the day-to-day operations, particularly collections and system upkeep, at the Police Department. These budgeted expenses include an up-to 4% increase for staff based on employee evaluations. The total personnel and fringe benefits are estimated to be \$30,123 for the new fiscal year.

Professional services are based on contractual agreements regarding the camera equipment agreement and are projected to be \$236,081 for the new fiscal year.

Postage costs are projected to be \$14,500 for the new fiscal year.

Supply costs related to the program are projected to be \$7,200 for the new fiscal year.

Operating Transfers to the General Fund for FY2019 include as follows:

(3) Fully Equipped Police Cruisers	\$155,000
Hand Held Radios	\$25,000
Bookkeeping/Auditing Support	\$10,000
Overtime related to Traffic Enforcement	\$30,000
Total Transfers Budgeted:	\$220,000

Total proposed budget for FY2019: \$507,904

FIRST AMENDMENT TO AGREEMENT

This **FIRST AMENDMENT TO AGREEMENT ("First Amendment")** made this 1st day of December 2017 (the **"Effective Date of First Amendment"**), by and between Sensys America, Inc., a Delaware corporation having a place of business at 8018 Sunport Dr. Suite 203, Orlando, FL 32809 ("**Sensys**"), and the City of Gulf Breeze, Florida, a municipal corporation of the State of Florida, having an address at 1070 Shoreline Drive, Gulf Breeze, Florida 32562 (the "**City**"), the City and Sensys, may hereafter be referred to individually as "**Party**" or collectively as "**Parties**".

WITNESSETH:

WHEREAS, the City and Sensys entered into an Agreement dated October 18, 2010 (the "**Agreement**"), attached hereto as Exhibit A;

WHEREAS, the City and Sensys mutually desire to amend, modify or alter certain terms and conditions of the Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained in this First Amendment, the Parties, intending to be legally bound, agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This First Amendment will also include the following upgrades at no additional cost to the City:
 - A. Upgrade all Traffic Infraction Detectors to High Definition Video
 - B. Upgrade all Traffic Infraction Detectors with DVR (Digital Video Recording) for criminal investigations
 - C. Add two (2) LPR (License Plate Recognition) systems covering two (2) lanes each at each of the Traffic Infraction Detectors in operation, now or in the future, to be able to use current infrastructure. Including but not limited to red light camera poles, and City power.
 - D. Provide remote access to the Sensys Hawk-Center software module for information from the DVR 24 hours day/7 days week/365 days a year via any wired or wireless desktop, laptop or other portable computing device.
 - E. Provide access 24 hours day/7 days week/365 days a year via any wired or wireless desktop, laptop or other portable computing device to the Sensys Case Management system to allow the City to gather all important information in one place.
3. Section 2.1 of the Initial Agreement, is hereby deleted in its entirety and replaced as follows:

Additional Terms; Renewals. This Agreement shall be extended for an additional five (5) year period from the Effective Date of First Amendment ("**Extended Term**"). The Agreement as amended shall be automatically extended for two (2) additional three (3) year term after the Extended Term ("**Renewals**") unless either Party, at least thirty (30) days before

the expiration of the Extended Term or the Renewals, provides written notice to the other said Party will not renew or extend the Agreement as amended.

4. Except as expressly amended or modified by the terms of this First Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall prevail and control.
5. The provisions of the Agreement, as amended by this First Amendment, including the recitals, constitute all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof, and except as provided herein, all prior or contemporaneous oral or written agreements or representations of any nature with reference to the subject matter of the Agreement and the First Amendment are cancelled and superseded by the Agreement and First Amendment including but not limited to that Amendment to Agreement between the Parties dated September 20, 2017.
6. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.
7. Each party represents and warrants that the representative signing this First Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this First Amendment.
8. **FLORIDA PUBLIC RECORDS LAW**

IF SENSYS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SENSYS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT AND FIRST AMENDMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, CITY OF GULF BREEZE, (850) 934-5135, SLucas@gulfbreezefl.gov, 1070 SHORELINE DRIVE, GULF BREEZE, FL 32561.

Moreover, Sensys shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by City to perform the service.
- (b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Sensys does not transfer the records to City.

- (d) Upon completion of this Agreement, transfer, at no cost, to City, all public records in possession of Sensys or keep and maintain public records required by City to perform the service. If Sensys transfers all public records to City upon completion of this Agreement, Sensys shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Sensys keeps and maintains public records upon completion of this Agreement, Sensys shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.
9. Notwithstanding any other provision of the Agreement to the contrary, including Section 2 thereof, and regardless of whether any advance notice of termination has been provided, both this First Amendment and the Agreement shall be deemed to have automatically terminated and be of no further effect as of the effective date of any law which prevents or prohibits the use of traffic infraction detectors as a means of enforcing violations of Florida Statute Sections 316.074(1) or 316.075(1)(c) pursuant to the provisions of the Mark Wandall Traffic Safety Program, Florida Statutes Section 316.0083.

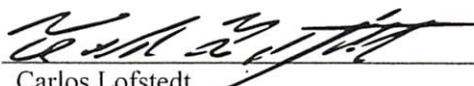
IN WITNESS WHEREOF, the Parties hereto have set their hands by their duly authorized representatives as of the day and year first above written.

City of Gulf Breeze, Florida

Sensys America, Inc



Matt E. Dannheisser
Mayor



Carlos Lofstedt
President and CEO

Attest by



Leslie Guyer, CMC or Stephanie D. Lucas
City Clerk

Exhibit A

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 18th day of ~~September~~ October, 2010, (the "Effective Date") by and between **SENSYS AMERICA, INC.**, a Delaware corporation that is authorized to transact business in the State of Florida, (hereinafter "Sensys"), whose principal address is 1111 Lincoln Road, Suite 400, Miami, Florida 33139, and the **CITY OF GULF BREEZE**, a Florida municipal corporation, (hereinafter "City") whose principal address is 1070 Shoreline Drive, Gulf Breeze, Florida 32562. Both parties may collectively be referred to herein as the "Parties" or individually referred to as a "Party." For and in consideration of the premises and other good and valuable considerations, the receipt, exchange, and sufficiency of which are hereby acknowledged by each Party, the Parties do hereby agree as follows:

SECTION 1: SERVICES TO BE PROVIDED BY SENSYS.

1.1 *Traffic Infraction Detectors.* Sensys shall furnish, install, operate, and maintain two automated "Traffic Infraction Detectors" at and about the intersection of U.S. Highway 98 and Daniel Drive in Gulf Breeze, Florida (the "Intersection"), and upon written request of the City, such additional Traffic Infraction Detectors at such other locations upon which the Parties may mutually agree. For purposes hereof, a "Traffic Infraction Detector" shall mean a system or series of integrated equipment, including a vehicle sensor installed to work in conjunction with a traffic control signal and cameras, synchronized to automatically record two or more sequenced electronic images and streaming video of the rear of a motor vehicle demonstrating that the vehicle failed to stop behind the stop bar or clearly marked stop line when facing a traffic control signal steady red light. Each Traffic Infraction Detector operated by Sensys shall at all times perform and function and be operated in a manner that is reasonably satisfactory to the City. Further, each such Traffic Infraction Detector shall at all times and in all respects meet or exceed all legal requirements and shall be located in such positions as the City shall approve. Sensys shall furnish all labor, materials, equipment, systems, and the like necessary to fully and properly operate the Traffic Infraction Detectors. Sensys shall furnish all maintenance and, if needed, repair and replacement, related to the installation and ongoing operation of the Traffic Infraction Detectors.

1.2 *Specifications.* Each Traffic Infraction Detector must comply with all requirements of applicable law. Sensys shall arrange and cause the design of each Traffic Infraction Detector and corresponding system to be reviewed and approved by the Florida Department of Transportation. Any Traffic Infraction Detector utilized by Sensys pursuant hereto must meet specifications established by the Florida Department of Transportation, and must be tested at regular intervals according to specifications prescribed by the Florida Department of Transportation. Any Traffic Infraction Detector utilized by Sensys shall be placed and installed in accordance with specifications developed by the Florida Department of Transportation. Sensys, at its own expense, shall be solely responsible for obtaining all permissions, approvals, access, rights, etc., to operate, install, maintain, repair, replace, etc., the Traffic Infraction Detectors contemplated herein; provided, however, that permissions, approvals, access, rights, etc., if any, required by the City shall not require Sensys to pay any fee to the City. Included

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within Sensys' aforesaid responsibilities is the obligation to obtain approvals from property owners for the placement, installation, operation, maintenance, repair, replacement, etc., of the Traffic Infraction Detectors contemplated herein; and furnishing and paying the expenses associated with any power source needed for the operation of a Traffic Infraction Detector.

1.3 *Maintenance and Repairs.* Sensys shall be responsible for all maintenance, repair, and replacement of any equipment, software, products, systems, or services, etc., furnished pursuant to this Agreement. All costs associated with such repair, replacement, and maintenance shall be the sole responsibility of Sensys unless the damage was caused by City employees, contractors or agents acting on behalf of the City outside the direction or instruction of Sensys, in which case, the City shall bear the cost of such repair, replacement or maintenance. In the event of malfunction of any of the equipment, software, products, systems, or services, etc., (including the Traffic Infraction Detectors), it shall be the responsibility of Sensys to promptly repair, replace, correct, remedy, and/or install the same, all with the understanding that time is of the essence with respect to Sensys' performance of its obligations hereunder. Such efforts shall be undertaken as soon as reasonably possible upon adequate notification of a malfunction.

1.4 *Public Awareness.* Sensys shall furnish to and on behalf of the City all public awareness and public education notifications and requirements imposed by applicable law, including notifying the public that a traffic infraction device may be in use at the Intersection and must specifically include notification of camera enforcement of violations concerning right turns. All signage used to notify the public must meet the specifications for uniform signals and devices adopted by the Florida Department of Transportation.

1.5 *Back-Office Software.* Sensys shall provide such Back-Office Software (hereinafter the "Back-Office Software") that at all times will perform, operate and function in a manner that is reasonably satisfactory to the City for purposes of processing notifications and citations, and performing all "back-office services" as are appropriate for the efficient processing, tracking, and enforcement of red light violations (i.e. violations of Fla. Stat. §316.075(1)(c)) detected through the use of a Traffic Infraction Detector. Furthermore, the Back-Office Software shall at all times meet or exceed all applicable legal requirements. For purposes hereof, "back-office services" shall include, but not be limited to, preparation, processing and mailing of notifications and citations; tracking notifications and citations and payment status; preparation, processing and mailing of second or reminder notices; preparation, processing and electronic transmission of citations to the court system; monthly reporting of relevant statistics and information; and such other related services and functions as reasonably needed for the efficient processing, tracking and enforcement of red light violations. Sensys shall be responsible for obtaining and securing on behalf of the City all licenses, rights, approvals, permissions, etc., for the City to lawfully and fully utilize the Back-Office Software. In the event that the Back-Office Software furnished by Sensys fails to properly operate or function, Sensys shall be responsible, at its sole expense, to promptly

repair, correct, remedy, replace, or otherwise resolve such deficiencies or malfunctions. The Back-Office Software to be furnished by Sensys pursuant to the terms hereof must be able to perform or facilitate all back-office services. Sensys shall be responsible for programming and integrating the Back-Office Software with hardware devices of the City or those furnished by Sensys that will be utilized to perform the back-office services. Although the City will cooperate with Sensys in connection with such programming and integration of the Back-Office Software, it shall not be the City's responsibility to assure or maintain proper functioning of the Back-Office Software. On the condition that the City first approves the terms of the instructions and specifications for the Back-Office Software (such approvals not to be unreasonably withheld or delayed by the City), the City shall operate the Back-Office Software in accordance with Sensys provided instructions and specifications.

1.6 Training and Expert Witness Testimony. Within three (3) days after the date that Sensys has completed (i) installation of the Traffic Infraction Detectors contemplated herein, and (ii) installation and integration of the Back-Office Software such that such equipment, systems, and software are fully operational, functioning, performing, and operating as contemplated herein, (such date hereinafter referred to as the "Commencement Date") Sensys shall provide up to eight (8) hours of training for such number of persons at the Gulf Breeze Police Department and other City departments (including court, accounting, information technology and public relations personnel) to acquaint and train City personnel with proper operation of the detection and processing systems contemplated herein. The training shall consist of instructional and operational training, as well as hands-on equipment exercises with an instructor. All training, materials, and documentation shall be provided by Sensys at Sensys' sole expense. In recognition that the City may experience turn-over of personnel involved with the efforts contemplated herein, Sensys agrees that for every two (2) year period during which this contract (including any extensions or renewals hereof) is in effect to provide the same training services as contemplated above to City personnel at Sensys' sole expense and without charge to the City. Sensys, at its sole expense, shall provide such expert witness testimony as may reasonably be needed regarding the accuracy and technical operation of the Traffic Infraction Detectors. Such expert witness testimony shall be furnished in connection with (i) legal proceedings for enforcement of red light violations (e.g., traffic court hearings), and (ii) any action or effort, including those undertaken or initiated by administrative or regulatory agencies, challenging, questioning, etc., the operation or sufficiency of the Traffic Infraction Detectors and/or compliance with applicable laws and regulations pertaining thereto. In addition, upon request by the City, Sensys shall conduct, at its sole cost and expense, a one-day workshop/orientation session for judges, hearing officers, court personnel, prosecutors, Florida Department of Transportation personnel, and others involved in the efforts to regulate, detect, process, and/or enforce red light violations.

1.7 Traffic Monitoring. Sensys shall provide video monitoring of the Intersection (which, for purposes of this paragraph shall include all area within a two hundred foot (200') radius of the center point of the Intersection) by streaming video to the Gulf

Breeze Police Department via a secure, encrypted network to a digital video recording device to be supplied by Sensys that is capable of storing at least sixty (60) days of streaming video. The monitoring shall be performed by digital video cameras of quality that is reasonably acceptable to the City and which must be maintained inside a secure, virtual private network or other commercially available technology providing equal or better security.

SECTION 2: TERM, RENEWAL, AND TERMINATION.

2.1 Additional Terms; Renewals. The initial term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. The terms of this Agreement shall be automatically extended for an additional term of two (2) years unless either Party, at least thirty (30) days before expiration of the term of this Agreement then in effect, provides written notice to the other that said Party will not renew or extend this Agreement.

2.2 Termination. Subject to the provisions of subsection 2.3, below, either Party may in its sole discretion terminate this Agreement, without further liability to the other Party, upon providing at least thirty (30) days advance written notice of termination to the other Party.

2.3 Recovery of Installation Costs. The City acknowledges that in commencing to perform its obligations hereunder Sensys will make a substantial investment in the installation of the Traffic Infraction Devices, furnishing of the Back-Office Software, and otherwise preparing to perform its obligations hereunder. The City further agrees and acknowledges that, subject to the "revenue neutrality" clause contemplated in subsection 3.2, below, Sensys should be able to recover a portion of such costs in the event that the City terminates this Agreement within one year of the Commencement Date. Accordingly, subject to the terms and limitations set forth in Section 3.2, below, in the event that the City terminates this Agreement within one year of the Commencement Date, the City shall pay to Sensys an "Installation Fee" in an amount equal to \$35,000.00 multiplied by a fraction, (a) the numerator of which will be the number of full calendar months between (i) the date that this Agreement terminates and (ii) the date that is one year after the Commencement Date, and (b) the denominator of which will be twelve. The foregoing provisions of this paragraph notwithstanding, in the event that the City terminates this Agreement "for cause," the City shall not be required to make any payment/reimbursement for Installation Costs contemplated in this Section 3.2 to Sensys. For purposes hereof, the City may terminate this Agreement "for cause" if Sensys defaults in the performance of any material obligation contemplated herein or otherwise breaches the terms of this Agreement, and such default or breach continues for more than thirty (30) days after notice thereof.

SECTION 3: COMPENSATION.

3.1 *Monthly Fees.* For each full calendar month subsequent to the Commencement Date while this Agreement is in effect, the City shall pay to Sensys, in arrears (i.e., after Sensys has provided and performed the services): (a) for the services contemplated in subsections 1.1 through 1.3, above, the sum of (i) \$2,500.00 for each installed and operating Traffic Infraction Detector for the two Traffic Infraction Detectors at the Intersection, (ii) \$2,950 for each additional installed and operating Traffic Infraction Detector installed by Sensys by mutual agreement of the Parties, (b) \$250 per installed and operating Traffic Infraction Detector for the Back-Office Software and associated back-office services as contemplated in subsection 1.5, above, and (c) \$250.00 per installed and operating Traffic Infraction Detector where a video monitoring camera is also installed for the traffic monitoring services contemplated in Section 1.7, above. With respect to clauses (b) and (c), the City may terminate the use of the Back Office Software or any or all such traffic monitoring services at any time without penalty or cost and, upon such termination, shall not thereafter be obligated to pay any fees or charges associated therewith. The foregoing charges shall be prorated, as appropriate, for any partial calendar month subsequent to the Commencement Date during the term this Agreement is in effect.

In the event that Sensys is unable to perform and/or provide certain services contemplated herein, then the fees contemplated in this Section 3.1 shall be adjusted or offset, as appropriate, as follows:

3.1.1 *Traffic Infraction Detector Failure.*

If a Traffic Infraction Detector fails to operate, perform or function as contemplated in this Agreement for a period of two (2) consecutive days or three (3) days in any month, then the fee chargeable with respect to such Traffic Infraction Detector shall be the fee established by Section 3.1(a) multiplied by a fraction, the numerator of which shall be the number of full days of operation during the month and the denominator of which shall be the number of days in such month.

3.1.2 *Back-Office Software Failure.*

If the Back-Office Software fails to operate, perform or function as contemplated in this Agreement and the failure is not the result of the City's failure to operate the Back-Office Software in accordance with the terms of this Agreement for any time during any month

(a) and such failure results in the City's failure to issue citations for violations occurring in that month, then the fee chargeable with respect to such Back-Office Software shall be the fee established by Section 3.1(b) multiplied by a fraction, the numerator of which shall be the number of citations issued for violations occurring in that month and the

denominator of which shall be the total number of violations that could have been issued for such month but for the failure of the Back-Office Software; and

(b) in addition, the City shall be entitled to setoff against any fees otherwise payable to Sensys in an amount equal to such costs and expenses incurred by the City (including labor and personnel expenses) that would not have been incurred by the City but for the failure of the Back-Office Software to operate, perform and/or function as contemplated in this Agreement; provided, however, the City shall not be entitled to a setoff as contemplated in this subparagraph (i) to the extent that it is demonstrated that such expenses were incurred as a result of the failure of any of the hardware or equipment purchased by the City for purposes of providing the back-office services (e.g. server malfunction, printer failure, inoperative communications lines, etc.) but such failure of hardware or equipment shall not include any failures resulting from or attributable to incompatibility or similar related problems between the Back-Office Software and such hardware or equipment; and (ii) unless prior to incurring such costs and expenses, the City notified Sensys of any purported failure of the Back-Office Software, and provided Sensys a reasonable opportunity (which opportunity in no instance shall exceed seven (7) days, excluding legal holidays, however in no instance shall the City be required to forego any efforts if doing so might result in the failure to comply with any applicable legal requirements such as, for example, the time period within which notifications and/or citations as contemplated in Florida Statutes Section 316.0083(1)(b) and (c)) to cure such failure. Sensys shall have the right to audit (at its own expense) any expenses claimed to have been incurred as a result of such failure of the Back-Office Software. In the event the City uses any software not provided or approved in writing by Sensys for purposes of providing back-office services, the City shall not be entitled to a setoff pursuant to this subparagraph 3.1.2(b).

3.1.3 *Traffic Monitoring System Failure.*

If the traffic monitoring system fails to operate, perform or function as contemplated in this Agreement for two (2) or more days in any month, then the fee chargeable with respect to such traffic monitoring services shall be the fee established by Section 3.1(c) multiplied by a fraction, the numerator of which shall be the number of full days of operation and the denominator of which shall be the number of days in such month.

3.2 *Revenue Neutrality.* Sensys intends, acknowledges and agrees that under no circumstance whatsoever shall the City's performance of any of its obligations hereunder

or in connection herewith cause the City to incur more direct expenses than revenues realized by the City from violations of Florida Statutes Section 316.075(1)(c) detected by the use of a Traffic Infraction Detector (such revenues hereinafter referred to as "Infraction Revenues"). Accordingly, notwithstanding any term, condition, or provision of this Agreement in conflict or in any manner inconsistent with the terms of the subsection 3.2 (including, but not limited to, the provisions of subsections 2.3 and 3.1, above:

- (a) The City shall have no obligation and shall not in any manner be required to make any payment whatsoever to Sensys (including, but not limited to, payments contemplated in subsections 2.3 and 3.1, above) at any time or times that the City's "Direct Expenses" (as defined below) incurred subsequent to the Commencement Date are in excess of the Infraction Revenues realized since the Commencement Date; and
- (b) Upon termination or expiration of this Agreement, Sensys shall within thirty (30) days refund to the City the amount, if any, by which (i) all Direct Expenses incurred by the City subsequent to the Commencement Date exceed (ii) all Infractions Revenues realized by the City subsequent to the Commencement Date.

For purposes of clarification, Infraction Revenues realized by the City shall not mean the gross amount penalties to be assessed pursuant to Florida Statutes Section 316.0083(1)(b)3. and/or Florida Statutes Section 316.18(15)(a)3. for a violation of Florida Statutes Section 316.075(1)(c) (such amount as of the Effective Date of this Agreement being \$158.00), rather Infraction Revenues realized by the City shall only be such portions of said gross revenues that are either (i) retained by the City after remittances contemplated in Florida Statutes Section 316.0083(1)(b) or (ii) sums distributed to the City pursuant to Florida Statutes Section 316.18(15)(a)3.

For purposes of this Section 3.2, the term "Direct Expenses" shall mean all costs and expenses paid by the City to Sensys pursuant to the terms of this Agreement; all costs and expenses, including labor and personnel cost, incurred by the City in performing its obligations under this Agreement; and all costs and expenses, including labor and personnel cost, incurred by the City in performing "back-office services" (as that term is defined in subsection 1.5, above) in connection with violations in the City of Florida Statutes Section 316.075(1)(c)1 detected by use of a Traffic Infraction Detector; provided, however, the costs and expenses, including labor and personnel costs, incurred by the City in performing "back-office services" shall not include those which exceed the following standards:

- (a) \$15.00 per hour as the base hourly wage for personnel performing back-office services;

- (b) \$1.25 per each notice or citation that is actually issued, which amount is intended to cover postage, printer ink, paper and envelopes;
- (c) \$7,500.00, which amount is intended to cover the City's capital expense for the purchase of one computer, one server, and such other hardware as may be needed for the City to perform the back-office services (however, the City shall not be entitled to include more than \$300.00 of such capital expenses for each month that this Agreement is in effect, and then only to the extent that the City has actually incurred such capital expenses of up to \$7,500.00); and
- (d) \$500.00 per month for the cost of internet connectivity and additional telephone lines. None of the following expenses may be included as part of the City's "Direct Expenses": labor expense for police officers' appearance in court or similar hearing tribunal; rental or apportionment of space utilized in City facilities to provide the back-office services, and any capital or recurring expense that the City incurred prior to the commencement of this Agreement.

3.3 *True-up.* At the termination of the Agreement (including the wind-down period contemplated in Section 5.2, below), the Parties shall determine if any amount due pursuant to this Agreement was overpaid or underpaid. Sensys shall, within thirty (30) days after invoice therefore, pay to the City any amount that it was overpaid. Conversely, the City shall, within thirty (30) days after invoice there before, pay to Sensys any amount that it underpaid.

SECTION 4: INSURANCE AND INDEMNIFICATION.

Notwithstanding any alleged, perceived, or actual passive or active negligence of the City, Sensys agrees to save harmless, indemnify, and defend the City and its agents, assigns, representatives, employees, officers, and officials from and against any and all claims, losses, penalties, interests, damages, demands, and costs of suit, including reasonable attorney's fees and other reasonable litigation expenses, for any expense, damage, or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss arising directly or indirectly on account of, by reason of, as a result of, or any manner in connection with any matters contemplated in or relating to this Agreement, including any performance or omission of performance thereof, **save and except** those matters to be performed by the City and except those matters resulting from the recklessness or intentional misconduct of the City or its agents (other than Sensys). Sensys' obligations hereunder shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Sensys agrees to pay on behalf of the City, as well as

provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims made against or involving the City which are in the scope of the indemnity provisions contemplated in this paragraph. Such payments on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy. Sensys shall obtain and maintain the following insurance coverages:

(a) Commercial general liability with minimum combined single limits of \$2,000,000.00, including coverage parts of bodily injury, broad form property damage, personal injury, independent contractors, blanket contractual liability, and products and completed operations; and

(b) Unless expressly included within the scope of the commercial general liability insurance coverage referenced in the preceding subparagraph, automobile liability insurance coverage with a minimum combined single limits of \$2,000,000.00 for all hired, owned, and nonowned vehicles.

All insurance policies shall be from responsible companies duly authorized to transact business in the State of Florida. Foreign or off-shore insurance carriers are not acceptable unless admitted to the State of Florida. Within ten (10) days from the Effective Date, Sensys shall provide the City with properly executed Certificates of Insurance to evidence Sensys' compliance with the insurance requirements of this Agreement. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice, by registered or certified mail shall be given to the City of any cancellation, intention not to renew, or reduction in the policy coverage. All insurance policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the City. "Claims-made" policies, if approved in writing by the City, and subsequent insurance certificates shall provide a "retro-date" which shall include the Effective Date of this Agreement. "Claims-made" renewals or carrier and policy replacement shall reflect the original "retro-date." Should at any time Sensys not maintain the insurance coverages required herein, the City may terminate this Agreement without any further obligation to make any payment to Sensys (including any payment of installation costs as contemplated in subsection 2.3) or, in its sole discretion, shall be authorized to purchase such coverage and charge Sensys for such coverage purchase. The City shall be named as an additional insured under all policies of insurance contemplated herein.

SECTION 5: GENERAL PROVISIONS.

5.1 *Limitations on Damages.* The City agrees that, with exception of the revenue neutrality provisions contemplated in subsection 3.2, above, and the costs (if any) incurred by the City for insurance pursuant to Section 4, above, in the event that a breach or default by Sensys of the terms of or its obligations to be performed pursuant to this Agreement, the City shall not be entitled to recover from Sensys any indirect, consequential, or punitive damages (including damages for loss of information, profits,

savings or business interruption) incurred by the City as a result of any such breach or default. The preceding sentence shall not be interpreted in any manner to limit, and shall not have the effect of limiting, in any manner, the City's ability to obtain refund from Sensys of any amount contemplated in subsection 3.2, above, or reimbursement from Sensys of the insurance expenses contemplated in Section 4, above.

5.2 City Prosecutorial Discretion. The Parties agree, acknowledge, and understand that, subject to applicable laws of the State of Florida, the City shall have complete and final discretion as to whether a notice of or citation for any red light violation contemplated herein shall be issued. Under no circumstances whatsoever shall the City be under any obligation to Sensys to issue any notices of or citations for red light violations contemplated herein, take actions to enforce any such violations, or take actions to collect any fees or charges that may be owed on account of the issuance of a notice or citation for a red light violation contemplated herein. The City shall have sole and complete discretion to determine whether any photograph, electronic image, streaming video, or other data furnished through use of a Traffic Infraction Detector as contemplated herein is sufficient or appropriate for purposes of determining whether to issue a notice and/or citation for a red light violation, and, except as contemplated in the following sentence, Sensys shall have no right or cause whatsoever to challenge the appropriateness or propriety of the City's exercise of such discretion. The foregoing notwithstanding, and in recognition of the revenue neutrality provisions of subsection 3.2, above, the City covenants that all decisions made with respect to the enforcement and/or prosecution of a red light violation contemplated herein will be reasonable, will not be arbitrary or capricious, and will be made in good faith with the understanding of the ramifications that such decisions may have upon Sensys by virtue of the revenue neutrality provisions.

5.3 Winding Down. Upon termination or expiration of this Agreement, the Parties recognize that the City may have to deal with red light violations that are in the "pipeline," and that Sensys must accordingly continue to provide its services as contemplated herein (especially those in regards to the Back-Office Software) with respect to such red light violations that occurred during the period that this Agreement was in effect.

SECTION 6: MISCELLANEOUS CONTRACTUAL PROVISIONS.

6.1 Amendments. This Agreement may not be amended or modified without the express written consent of all Parties hereto.

6.2 Enforcement Costs. If any legal action or other proceeding is brought to enforce any of the terms of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs, and expenses incident to arbitration, appeal, bankruptcy, post-

judgment proceedings, post-judgment collection efforts, etc.), incurred in that action or proceeding, in addition to any other relief to which such Party may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes, and all other charges billed by the attorney to the prevailing Party.

6.3 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6.4 *Severability.* The invalidity, unenforceability, or lawful rejection of any provision of this Agreement shall not effect or impair the validity or enforceability of any other provision. To the extent any provision is invalid, unenforceable, or lawfully rejected, the Parties desire and hereby requests the courts to construe this Agreement in a manner which renders this Agreement effective within the intent and purpose of this Agreement.

6.5 *Jurisdictions and Venue.* Each of the Parties hereto irrevocably and unconditionally (i) agree that any suit, action, or legal proceeding arising out of or relating to this Agreement may be brought only in the courts of records in the State of Florida in Santa Rosa County or the District Court of the United States, Northern District of Florida, Pensacola Division; (ii) consents to the jurisdiction of each such court in any such action, suit and proceeding; and (iii) waives any objection which it might have to the laying of venue of any such action, suit, or proceeding in any of such courts.

6.6 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Confirmation of execution by electronic or facsimile means shall be binding upon any Party so confirming.

6.7 *Preparation of Agreement.* This Agreement shall not be construed more strongly against any Party regardless of who is responsible for its preparation. The Parties acknowledge that each contributed to and is equally responsible for the preparation of this Agreement.

6.8 *Headings.* The headings contained in this Agreement are for convenience of reference only, or not to be considered part hereof, and shall not limit or otherwise affect in any manner the meaning or interpretation of this Agreement.

6.9 *Entire Agreement.* This Agreement embodies the entire agreement between the Parties regarding all matters identified herein and supersedes all prior understandings, agreements, negotiations, and discussions relating thereto, all of which are merged herein. The Parties hereto each waive its right to assert or claim in any action or proceeding that they were induced to enter into this Agreement by any promise, fact, occurrence, representation, or other matter which is not expressly set forth herein.

6.10 *Binding Effect*. The rights and obligations of the Parties hereto shall inure to the benefit of, and shall be binding upon, the heirs, estates, representatives, successors and assigns, of the Parties hereto.

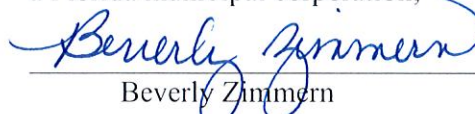
6.11 *Notices*. Any and all notices required under this Agreement shall be sent by United States certified mail, return receipt requested, to:

Sensys America, Inc.
1111 Lincoln Road, Suite 400
Miami, Florida 31339

City of Gulf Breeze
ATTN Edwin A. Eddy, City Manager
P.O. Box 640
Gulf Breeze, Florida 32562

IN WITNESS WHEREOF, the Parties have made and entered into this Agreement as of the date and year first above written.

CITY OF GULF BREEZE,
a Florida municipal corporation,


Beverly Zimmern

Its: Mayor

ATTESTED TO BY:



Marita Rhodes
As its: City Clerk

SENSYS AMERICA, INC.,
a Delaware Corporation


Carlos Lofstedt

Its: President and CEO



RED LIGHT CAMERA PROGRAM ANALYSIS

INTRODUCTION

Section 316.0083, Florida Statutes, directs the Department of Highway Safety and Motor Vehicles (DHSMV) to provide a summary report on the use of traffic infraction enforcement detectors (red light cameras) used to enforce red light violations. The statute specifies three areas to be addressed in the report; statistical data, enhancement to traffic safety, and procedural information. This summary is a compilation of information the DHSMV received from local counties and municipalities (agencies) through an on-line questionnaire.

METHODOLOGY

Agencies were requested to participate by completing an online questionnaire which captured selected activities and agency data. The online *Florida Red Light Camera Annual Report Survey* was the primary instrument used to gather data for this report and consisted of 9 multiple choice and 15 free form data elements. Each agency entered data specific to red light camera utilization between July 1, 2011 and June 30, 2012. In total, 73 agencies responded to the online survey in accordance with reporting requirements set forth in Florida Statute.¹ The information requested specific to red light camera implementation and program operations included:

- Rating factors used to select red light camera locations
- Number of intersections utilizing red light cameras
- Comparison of intersection data before and after red light camera installation for:
 - Total crashes
 - Side-impact crashes
 - Rear-end crashes
- Number of Notices of Violation issued
- Personnel responsible for Notices of Violation
- Number of Notices of Violation challenged
- Personnel responsible for reviewing notice of violation challenges
- Number of Notices of Violation dismissed after challenged
- Number of Uniform Traffic Citations issued for red light camera violations
- Personnel responsible for issuing Uniform Traffic Citations
- Policies regarding enforcement of red light violations while making right-hand-turns

ANALYSIS

Seventy-three agencies reported collectively throughout the State of Florida there are 404 intersections with red light cameras installed. During the reporting period of July 1, 2011 through June 30, 2012, these agencies reported issuing 999,929 Notices of Violation.

Agencies also captured data regarding Notices of Violation challenged and reported 20,064 challenges. Of those violations challenged, 14,065 were dismissed. Thus, nearly 70% of violations challenged are dismissed. (950 challenges pending at the time of this report)

Florida Statutes provides for the issuance of a Uniform Traffic Citation (UTC) when a notice of violation is not paid within 30 days of receipt. In all, 66 agencies issued 265,783 UTCs based on red light camera violations.

Each agency surveyed was asked to rate the factors below, from most to least important, used in selecting an intersection for red light camera installation.

Table 1

Factors Used to Select Intersections for Camera Installation (rated 1-5 by importance)						
	Most (1)	(2)	(3)	(4)	Least (5)	Response Count
Traffic Crash Data	39	11	9	3	8	70
Traffic Citation Data	4	18	18	20	11	71
Citizen Complaints	7	17	14	18	15	71
Law Enforcement Officer Observations	7	18	22	22	2	71
Video Survey of Violation	14	8	8	6	34	70

While a majority of agencies listed traffic crash data as the primary consideration for placement of the cameras, the data demonstrates that 44% did not consider this first when placing cameras.

However as depicted in Tables 2, 3 and 4, the most common outcome since the installation of red light cameras is a decrease in traffic crashes. Forty-three percent noticed a reduction in side-impact crashes, 41% of the agencies surveyed experienced a reduction in rear-end crashes, while 56% of the agencies experienced a total reduction in crashes at red light camera intersections.

Table 2

Red Light Camera Side-Impact Crash Outcome		
	Response Percent	Response Count
Increased	11.0%	8
Decreased	43.8%	32
Remained the same	15.1%	11
No data available	30.1%	22
Respondents		73

Table 3

Red Light Camera Rear-End Crash Outcome		
	Response Percent	Response Count
Increased	22%	16
Decreased	41%	30
Remained the same	6.8%	5
No data available	30%	22
<i>Respondents</i>		73

Table 4

Red Light Camera Total Number of Crashes Outcome		
	Response Percent	Response Count
Increased	15%	11
Decrease	56.2%	41
Remained the same	9.6%	7
No data available	19.2%	14
<i>Respondents</i>		73

Agencies were asked to provide information regarding additional improvements in traffic safety stemming from the implementation of red light cameras. The most common improvements cited were: reductions in drivers running red lights at intersections using cameras; reductions in red light violations observed by law enforcement at all intersections; and an increase in cautious driving, jurisdiction-wide.

Agencies were asked to provide a breakdown of personnel issuing Notices of Violation, reviewing challenges to Notices of Violation, and issuing UTCs. Nearly 70% of agencies reported some participation by sworn law enforcement officers for each of these functions. These results are depicted in Tables 5-7 below.²

Table 5

Personnel Issuing Notices of Violation		
	Response Percent	Response Count
Vendor	23.2%	17
Non-Sworn Government Employee	23.2%	17
Sworn Employee	71.2%	52
Other	5.5%	4

Table 6

Personnel Reviewing Notice of Violation Challenges		
	Response Percent	Response Count
Vendor	16.4%	12
Non-Sworn Government Employee	27.3%	20
Sworn Employee	68.5%	50
Other	12.3%	9

Table 7

Personnel Issuing Uniform Traffic Citations		
	Response Percent	Response Count
Vendor	26%	19
Non-Sworn Government Employee	19%	14
Sworn Employee	68.5%	50
Other	11%	8

Pursuant to s. 316.0083, F.S. "A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible." Agencies were asked whether they issued such notices for right-hand turn violations and had a policy defining "careful and prudent manner". The results are depicted in Tables 8 and 9.

Table 8

Notices of Violation & Citations for Right-Hand Turns on Red Lights		
	Response Percent	Response Count
Yes	62.5%	45
No	37.5%	27
<i>Respondents</i>		72

Table 9

Agency Policy Defining "Careful and Prudent Manner"		
	Response Percent	Response Count
Yes	22.5%	16
No	77.5%	55
<i>Respondents</i>		71

Several agencies utilized the Careful Driving statute, s. 316.1925 F.S. to define “careful and prudent manner”. Others agencies utilized a more objective process and determined that drivers proceeding in a careful manner, not violating the right of way of other vehicles or pedestrian traffic, were acting in a careful and prudent manner.

CONCLUSIONS

Agencies reported that historical traffic crash data and law enforcement observation were the top two factors used to select red light camera locations. In most cases, Notices of Violation were issued and reviewed by sworn agency employees. And while violations were rarely challenged, more than 70% of those challenged were ultimately dismissed. In cases where Notices of Violation were not paid or dismissed, sworn employees were responsible for issuing the majority of Uniform Traffic Citations.

Section 316.0083, F.S. states that “a notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible.” Of the 73 agencies which submitted data, 44 actively issue Notices of Violation and citations for right-hand turns on red signals. However, only 16 agencies reported having a policy defining “a careful and prudent manner”.

With regards to crash data, the most common outcome was a decrease in rear-end and side-impact crashes. In fact, a majority of agencies reported decreases in the total number of crashes at red light camera intersections. Lastly, agencies reported that in addition to the decrease in total crashes, traffic safety improved throughout the jurisdiction as drivers were more cautious when approaching all intersections.

Prepared by:
Florida Highway Patrol
Office of Strategic Services
December 28, 2012

¹Agencies using red light cameras are required to report summary data annually to the Department of Highway Safety and Motor Vehicles. To ensure that all required data was reported in a timely manner, the Department attempted to identify jurisdictions with active red light camera programs by compiling lists of the following:

- agencies which requested UTC's specifically related to red light camera violations
- agencies which submitted UTC's for red light camera violations;
- agencies identified by the Department of Revenue as having received revenue from red light camera citations.

Identified agencies were provided with instructions and a link to the on-line questionnaire. The Florida Sheriff's Association and Florida Police Chiefs Association were provided data reporting procedures for distribution the member agencies. In addition, a red light camera vendor informed participating client agencies of the Department's reporting guidelines.

²Note: Agencies were asked to select all applicable personnel categories and as such, there are more responses than respondents. Percentages, however, remain indicative of total respondents.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 20, 2023
TYPE OF AGENDA ITEM: Council Discussion Item
AGENDA OUTLINE NUMBER: 6.J.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Rey Bailey, City Clerk

DATE: January 31, 2023

SUBJECT: 1. Resolution 23-05 - Adopting fees for the purchase of burial plots

I. BACKGROUND: At the January 3, 2023 city council meeting, the city council unanimously approved a motion to direct the city attorney to work with staff in bringing back a proposed amendment to cemetery regulations allowing for tombstones, markers, or other upright monuments on burial plots throughout the Destin Memorial Cemetery Phase II, located on Sibert Avenue, provided they meet existing requirements, including height and width limitations. At their February 6, 2023 meeting, the city council further directed the city attorney and staff to bring back a proposed ordinance restricting sales to only residents and their immediate family, as currently defined in the code. Current cemetery plot prices are established by resolution as provided below:

		<u>Resident</u>	<u>Non-Resident</u>
Burial plots with ground level markers	--	\$ 1,100	\$ 1,600
Burial plots with upright monuments	--	\$ 1,350	\$ 2,150

Also, at the same meeting, the city council unanimously approved a motion to

II. DISCUSSION: The city operates two memorial cemeteries - Phase I, commonly referred to as the "old cemetery" on Stahlman Avenue, and Phase II, or "new cemetery" on Sibert Avenue. Administrative details such as purchases of burial plots and record keeping are under the control of the City Clerk's Office. The care and upkeep of the cemeteries are managed by the Park and Recreation Department. All burial spaces in the "old cemetery" have been sold; but, there are numerous spaces still available in the "new cemetery." The current city ordinance allows the erection of tombstones and other upright monuments in the "old cemetery" but limits the "new cemetery" -- except for one section -- to ground-level grave markers only.

City staff has estimated how maintenance time and costs would be impacted if upright

monuments on burial plots were permitted throughout the "new cemetery." Under the current regulations, the "new cemetery" can be completely mowed using riding mowers and requires very little string trimming.

-- A maintenance crew of 4 people is assigned to cemeteries -- for mowing, edging, weed eating, and blowing.

-- The crew spends 6 hours per visit on average.

-- The average hourly wage per employee is \$21.00, including benefits.

-- The average cost per visit is \$504.00 (4 x 21 x 6)

-- Maintenance days per year - 36

-- Average maintenance cost per year - \$18,144 (\$504 x 36)

-- Average equipment cost per year - \$1,000

-- Yearly maintenance cost: \$19,144 (for a 4-person crew)

There are a total of 684 burial plots in the "new cemetery"

-- Approximate time spent for one person to trim and blow off each burial plot with an upright monument - 2 minutes

-- Estimated additional maintenance time - 1368 minutes (684 x 2) / 60 minutes = 22.8 hours per visit

-- Three people are assigned to trim and blow off headstones - 22.8 / 3 = 7.6 hours per visit

-- Maintenance days per year - 36

-- Additional maintenance hours per year - 273.6 (7.6 x 36)

-- Average wage per employee including benefits - \$21.00

-- Estimated annual maintenance cost increase - \$5,745.60

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

B. Effect on Budget (EOB): The estimated annual maintenance cost increase of \$5,745 is not currently budgeted for FY 2023.

C. Level of Service (LOS): None

D. Legislative Sponsor: Councilmember Torey Geile

III. CONCLUSION: Permitting upright monuments in the "new cemetery" will perpetually increase both the time and costs associated with maintaining the facility. Recommend approval of Resolution 23-05 reflecting the following fee schedule:

Burial Plot (4x10) - \$ 1,350.00

IV. RECOMMENDED MOTION: Motion to approve proposed Resolution 23-05, Amending Fees for the Purchase of Burial Plots at Destin Memorial Cemeteries, as presented.

Attachments:

1. 05 - Amending fee schedule for the purchase of burial plots at the Destin Memorial Cemeteries

RESOLUTION 23-05

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, AMENDING RESOLUTION 21-11 – SCHEDULE OF FEES; ADOPTING FEES FOR THE PURCHASE OF BURIAL PLOTS AT DESTIN MEMORIAL CEMETERIES, PROVIDING FOR AUTHORITY; PROVIDING FOR PURPOSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of establishing certain fees for the privilege of interment at the Destin Memorial Cemeteries; and

WHEREAS, the City of Destin wishes to continue the operations, maintenance and improvements of the City cemeteries;

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

SECTION 1: The City of Destin Resolution 01-23, Adopting Fees for the Purchase of Burial Plots, is hereby amended as follows:

(NOTE: Additions are underlined; deletions are ~~stricken~~)

SECTION 3. FEES.

Cemetery plot prices in Destin Memorial Cemeteries are fixed and established as provided below:

	<u>Resident</u>	Non-resident
Burial plot (4x10) with ground level marker	\$ 1,100.00	\$ 1,600.00
Burial plot (4x10) with upright monument	\$ 1,350.00	\$ 2,150.00
<u>Burial plot (4x10)</u>	<u>\$ 1,350.00</u>	<u>\$ 2,250.00</u>

SECTION 2: This resolution shall supersede any previous rules, policies, procedures, or resolutions to the extent of any conflict with this resolution.

SECTION 3: This resolution shall become effective upon adoption by the City Council of the City of Destin, Florida and signature of the mayor.

ADOPTED THIS 20TH DAY OF MARCH 2023

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin only:

Kyle S. Bauman, City Attorney