

DESTIN CITY COUNCIL MEETING
AUGUST 5, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM

*****Core Value of the Month - Stewardship*****

CALL TO ORDER

*** INVOCATION**

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. Special Recognition for the following:

- Destin Little League Intermediate 50/70 Boys Baseball, District Champion, Sectional Champion, State Champion, and Southeast Region Runner-Up
- Destin Little League 10U Softball, District Champion, Sectional Champion
- DFSW 12U Softball, District Champion, Sectional Champion
- Destin Little League Machine Pitch Softball District Champion

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. Task Order- DAG Architects- Buck Destin Bathrooms
- B. Approval of minutes of June 3, 2024, Regular City Council Meeting

4. CITY MANAGER REPORTS

- A. Presentation- Mike Carraway from Acentria to present findings from partially self funded quotes and FL Blue renewal.
- B. The Barrett School-Tri-Party Agreement
- C. Parks and Recreation FY 2024 Budget vs Actuals
- D. Code Compliance Department Presentation
- E. 2024 Debt Issuance RFQ Underwriters and Bank Loan
- F. Mobility Plan - Fee Discussion
- G. Tyler Technologies - Notice to Terminate/Not Renew Contract
- H. Interim City Manager Discussion
- I. Announcements

5. PUBLIC HEARINGS

- A. First reading of Ordinance 24-06-LC - Amending Article 7 - Zoning and Regulatory Controls - of the Land Development Code to modify conditions and criteria for approval for a Luxury Recreational Vehicle (RV) resorts (Formerly referred to as Luxury Motor Home Resorts).
- B. First reading of Ordinance 24-07-PC, amending the Comprehensive Plan, providing for the adoption of a small scale amendment to the Comprehensive Plan Future Land Use Map to include a change in future land use designations of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A", consisting of approximately 4.75 acres from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).
- C. First reading of Ordinance 24-08-LC, amending the official Zoning Map as referenced in the Land Development Code, Section 7.12.01(A)2, Zoning Maps, to include a change in the zoning designation of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A" consisting of approximately 4.75 acres, from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

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

- A. Councilmember Stephens
- B. Councilmember Geile
 - 1) Projects status/updates
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Wagner
 - 1) Voting Delegate - 2024 FLC Annual Conference
- I. City Attorney

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

8. ADJOURN

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

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.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Special Recognition for the following:

- Destin Little League Intermediate 50/70 Boys Baseball, District Champion, Sectional Champion, State Champion, and Southeast Region Runner-Up
 - Destin Little League 10U Softball, District Champion, Sectional Champion
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 - Destin Little League Machine Pitch Softball District Champion
-

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney

FROM: Ryan Scott, City Engineer
Tina Deater, Community Development Director

DATE: July 31, 2024

SUBJECT: Task Order- DAG Architects- Buck Destin Bathrooms

I. BACKGROUND: Public restrooms at Buck Destin Park are only available when the senior center is open and are not accessible during all park operating hours.

II. DISCUSSION: Staff is planning to install standalone restrooms that will be accessible during the park's operating hours.

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

IV. Effective, efficient and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): One purchase order will be issued to DAG, the City's architectural continuing services contractor, in the amount of \$21,700. This project is in our FY 2024 adopted budget. The effect on Budget is as follows:

	30558500-565000-
	RC125
	GF-CIP-
	BuckDestinBathrooms
FY 24 Adopted Budget*	\$ 199,544
Previous Expenses/Encumbrances	(115,501)
Available Program Budget	84,044
This Agreement +(-)	(21,700)
FY 24 Remaining Program Budget	\$ 62,344

C. Level of Service (LOS): Increased infrastructure available for public use.

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends authorizing this work order to **DAG Architects** to complete architectural services, engineering design, construction plans and to obtain all necessary permits for the Buck Destin bathroom project. DAG's proposal includes their intention to subcontract some of this work to Jenkins Engineering.

The total cost of the proposal is as follows:

- DAG Architects = \$4,500
- Jenkins Engineering = \$17,200
- ***Total Proposal = \$21,700***

IV. RECOMMENDED MOTION: I move to direct the City Manager to collaborate with Staff and DAG Architects to proceed with the Task Order as presented.

Attachments:

1. Buck Destin Park - DAG Proposal
7.31.2024

July 31, 2024



City of Destin
Attn: Ryan Scott, Jeff Cozadd, Rey Baily
4200 Indian Bayou Trail
Destin Florida 32541

Atlanta
Destin
Panama City
Pensacola
Melbourne
Tallahassee

Re: Proposal for Buck Destin Park Restroom

To the City of Destin,

Thank you for the opportunity to present a fee proposal for the Buck Destin Park restrooms. The design team is excited to help the city of Destin with this project. The scope of this effort will consist of the development of a prefabricated bathroom that is ADA accessible, utility connections, and pedestrian access way, followed by Engineering and Permitting of the design. The team will engage with the City staff, and representatives, to refine programming for all the elements that have been identified in conversations and proposals. We submit for your review and acceptance the following proposal.

1. THE PROJECT

- a. The project is located at 724 Legion Drive on the south side of Legion Drive in Destin, FL (Parcel ID: 00-25-22-000-0001-0160). The property is currently in use as a City Park and Recreation Area. The design team will need to address the following:
 1. Addition of a pre-fabrication/modular bathroom facility
 2. Utility connections
 3. Pedestrian access ways
 4. Infrastructure associated with sanitary sewer and portable water service
 5. ADA compliant usage
 6. Lighting and wayfinding
 7. Access/maintenance drives
 8. Permitting the project
 9. Coordination with all applicable agencies to manage the project.

2. THE TEAM

- a. In response to the project request, DAG assembled a team of design professionals who are skilled and experienced in this type of work. Based on our experience with similar projects, the team is organized as follows:
- b. **The City of Destin** will be the **Client** and will represent the intentions of the City Council and direct the team's efforts and provide planning information.

1. The city will negotiate all easements, property permissions, and access rights
2. The city will present it to the public and assist in the design and development of the project.
3. The city will assist in permitting and with information and support.

c. DAG Architects (DAG) will be the Architect of Record (AOR) and Prime Contract with the City. We will coordinate and manage the team.

d. Jenkins Engineering, Inc., will be your **Civil Engineers**, Scott Jenkins (Jenkins) will advise on site conditions and infrastructure while providing base drawings and data. They will also coordinate site surveys and detailed design of site improvements like drainage as well as engineering of circulation and path. Jenkins will be the primary designer and engineer. They will lead the permitting process and coordinate all submissions. The Civil Engineers will be under direct contract with DAG.

e. Geotechnical Engineer, under contract to Civil, will do soil testing and provide a written Geotechnical Report. They will also provide Hydrogeological Engineering expertise regarding water tables and dewatering requirements.

3. **SCOPE OF SERVICES**

- a. This proposal is for Design and Permitting of the restroom facility.

4. **PROJECT OUTLINE**

- a. **Schematic Design (30% Construction Documents)** – In this phase the design team will design the entirety of the project.
- b. **60% Construction Documents** - In this phase the design team will provide draft project specs and design documents for applicable review. This will include all disciplines and represent the full project.
- c. **90% Construction Documents** - In this phase the design team will further develop project specs and design documents for applicable review. This will include all disciplines and represent the full project and be a complete set of project documents.
- d. **Final 100% Construction Documents** - In this phase the design team will finalize project specs and design documents for applicable review. We will also review for completeness and accuracy in each phase.
- e. **Permitting Assistance** - All documentation will be presented to the applicable authority for that scope of the work. The Design team will respond to comments and input.
- f. **Additional Phases not Included in this Proposal:**
 1. Bidding and negotiations

2. Construction phase
3. Project closeout and certification

5. **PROJECT SCHEDULE**

- a. See Exhibit 'A' - Jenkins Engineering letter dated July 30, 2024.

6. **MEETINGS**

- a. The intent is to capture the type of meetings that may be needed and the frequency. Additional coordination meetings and internal meetings to address design and development are anticipated.
- b. One (1) Kick Off Meeting
 1. To include a site, walk and design charrette in DAGs Office
- c. One (1) Meeting with all applicable city agencies and committees
- d. One (1) Public Workshop
- e. Bi-Weekly coordination calls/WebEx with the team and City as requested
- f. One (1) Meeting following each the 30%, 60% and 90% reviews for a total of Three (3) Review Meetings
- g. Intermittent Governmental and Agency Review and Entitlements will be limited to coincide with the primary deliverable documents such as 30%, 60%, 90%. Entities may include:
 1. Destin Water Users
 2. HOA's
 3. Florida Power and Light
 4. DOT

7. **FEE AND CONTRACT**

- a. We propose to provide the services outlined above on a fixed fee and hourly basis for the Design and Permitting Phases of the project.
- b. **Total fees will be \$21,700.00.** The breakdown of these fees includes the following:

Jenkins Engineering, Inc.	Fee Amount
Engineering Drawings	\$14,700.00
Permit Coordination Services	\$ 2,500.00
TOTAL	\$17,200.00

DAG Architects, Inc.	Fee Amount
Design and Permitting Coordination	\$ 4,500.00
Additional Phases	As-Needed Basis / Hourly Basis
TOTAL	\$ 4,500.00

- c. Additional phases mentioned in section 4. f. will be performed on an as-needed basis and billed hourly.
- d. DAG Architects shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of this agreement. The client shall review such invoices and, if they are considered incorrect or untimely, the client shall, within five days from

receipt of the billing, review the matter with the architect and confirm in writing to the architect the client's understanding of the disposition of the issue.

- e. Payments to DAG Architects for Basic Services, Additional Services and Reimbursable Expenses shall be made within thirty (30) business days after receipt of the invoice.

8. **REIMBURSABLE EXPENSES**

- a. The following items of expense, if incurred in connection with the project, are to be reimbursable at cost times a multiplier of 1.1:
 - 1. Travel and living expenses when engaged on business connected with the project.
 - 2. Reproduction cost, for prints furnished to other Engineers for coordination purposes.
 - 3. Plotting cost (man-hourly rates) for CADD/Revit produced drawings.
 - 4. Courier and shipping costs.
 - 5. Mileage (per mile rate as established by the Internal Revenue Service).
 - 6. Permitting fees.

9. **ADDITIONAL SERVICES**

- a. Services requested by the Client that are in addition to the Basic Services described above will be considered Additional Services and include:
- b. Services requested by the Client that go above and beyond the basic services described herein will be considered additional services and include:
- c. Preparation of professional scale models of the project, professional renderings, or other graphic exhibits of the project beyond those described above.
- d. Further documentation, presentation drawings, assistance, coordination, perspectives, renderings, on-site visits, or representation other than outlined above.
- e. Performing significant changes resulting from program modifications, reversals of previous approvals or directions, significant value engineering, or governmental reviews. In the event of a significant VE or design direction alterations, the Client and DAG would appropriately adjust the project schedule, DAG Services and our compensation (as an additional service).
- f. Providing LEED or WELL consulting services including design, submittal, or administration requirements.
- g. Public meetings, Municipal Approval meetings, Design Review Board packages, Permit Agency appeals or variance hearings above and beyond what is outlined in each consultant's scope.
- h. Preparation of additional materials or documentation for marketing or fundraising purposes, beyond what is outlined in each consultant's scope.
- i. Additional in-person meetings beyond those described above.
- j. Providing Grant writing services, providing alternate funding services, providing bidding services, providing Construction Phase services beyond those outlined such as increased or full-time on-site representation, or services beyond the anticipated construction schedule.
- k. Preparing As built or Record Drawings (these are typically prepared by the General Contractor during and at the end of construction as part of the General Contractors

closeout responsibilities).

- I. Work that occurs outside of the project boundary.
- m. Architecture and Engineering services for construction documents required for vertical structure and other program improvements will be negotiated under a separate proposal and after they are defined in the conceptual design phase. They are unknown at this time and cannot be calculated.

10. **CONCLUSION**

On behalf of DAG and the team, I want to thank you for this opportunity to work with the City to develop amenities for generations to come. Please feel free to call or email me with any questions or clarifications related to this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ch Clary III", with a horizontal line extending from the end.

Charles Clary III , AIA
Principal
DAG Architects, Inc.

accepted
by: _____

Attachments

1. Attachment A – Jenkins Engineering, Inc. letter dated July 30, 2024



Civil and Environmental Engineers

73 Eglan Parkway NE Suite 203 Fort Walton Beach, Florida 32548 850.837.2448 Fax 850.837.2450 www.jeicivil.com

July 30, 2024

Charlie Clary, FAIA
DAG Architects
1223 Airport Road
Suite 104
Destin, FL 32541

Email: cclary@dagarchitects.com
Phone: (850) 837-8152

Re: Design and Development Order Services
Project Name/Reference: Buck Destin Park – Modular Bathroom Improvements

Mr. Clary,

With this letter contract, we (Jenkins Engineering, Inc. – “Engineer”) are pleased to propose our services to you (DAG Architects – “Owner”) related to the request to provide site/civil engineering design and permitting assistance associated with the proposed addition of a modular bathroom facility, pedestrian access ways, infrastructure associated with sanitary sewer and potable water service and miscellaneous site improvements at 724 Legion Drive in Destin, FL (parcel ID: 00-2S-22-0000-0001-0160). The property is located on the south side of Legion Drive in the City of Destin, FL. The property is currently in use as a City Park and Recreation Area. It is our understanding that this Scope of Work will consist of assisting with engineering design and permitting for the addition of a modular restroom facility and pedestrian access improvements to meet current City of Destin Public Works requirements.

Scope of Services

1. Prepare engineering design drawings for the proposed improvements. Drawings will include the following:
 - a. Existing Conditions Plan / Demolition Plan
 - b. Site Plan showing the following:
 - i. Geometric layout of proposed improvements with dimensions.
 - ii. Locations and sizes of storm water conveyance infrastructure.
 - c. Grading and drainage plans including storm water management improvements as required by the City of Destin.
 - d. Miscellaneous details and specifications
2. Coordination with City of Destin Engineering Department staff to assist with the permitting process. This task will include:

The Owner will provide and/or accomplish the following:

1. Right of entry to the property.
2. Specific purpose survey for improvement area.
3. Architectural floor plans and elevations for the proposed modular restroom unit.
4. Irrigation plans is required.
5. Payment of all plan review and advertising costs if applicable.
6. Payment of all application fees and or review fees associated with this project.
7. Payment of all permit fees to regulatory agencies.

For clarification, our proposed scope of services does not include the following:

1. Environmental assessments or environmental permitting associated wetland impacts at the subject property.
2. Modifications to the Zoning or Future Land Use designation of the property or any work associated with proposed changes to land use designations.
3. Surveying services associated with construction surveying or as-built preparation.
4. Geotechnical services, including those associated with structural capacity of soils for improvements or foundation design.

These and other services are considered as extra work and can be added to this agreement by written amendment.

Schedule

We will begin upon receipt of this signed agreement, and we will accomplish the services described on a mutually agreeable schedule.

Payment Terms

For the work described under Scope of Services, the Owner will pay the Engineer on a lump sum basis. The Owner intends to pay the Engineer from its General Fund and represents funds are available to pay the Engineer from the General Fund, or funds will be borrowed from another source as necessary to pay the Engineer.

If any payment due the Engineer under this agreement is not received within 30 days from date of invoice, the Engineer may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<i>Engineering Drawings</i>	\$14,700	LUMP SUM
<i>Permit Coordination Services</i>	\$2,500	LUMP SUM
<i>Total</i>	\$17,200	LUMP SUM

The lump sum amount to be paid under this agreement is \$17,200.00. The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 30 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Scope of Services but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates agreed upon for each classification of the Engineer's personnel plus reimbursable expenses including

City of Destin
307 Mountain Drive – Driveway Design
June 11, 2024
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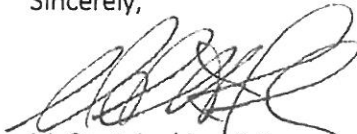
but not limited to printing, courier service, reproduction, and travel. See attached Standard Fee Schedule.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named shall not exceed \$17,200.00, or the Engineer's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contractor warranty.

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed copy of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,



M. Scott Jenkins, P.E.
Jenkins Engineering, Inc.

Accepted for DAG Architects by:

Print Name:

Title:

Date:

**REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 3, 2024
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 Johnny King
Councilmember Terésa Hebert

Councilmember Kevin Schmidt
Councilmember John Stephens
Councilmember Jim Bagby
Councilmember Dewey Destin

Destin City Staff

City Manager Louis Zunguze
IT Director Andy Peters
Principal Planner Steve O'Connor
Code Compliance Deputy Director Brian Davis
Parks & Recreation Director Lisa Firth
Parks & Recreation Dep Director Ryan Reed
Projects/Grants/Contract Manager Jeffrey Cozadd
City Attorney Kimberly Kopp

City Clerk Rey Bailey
City Engineer Ryan Scott
Building Official Noell Bell
Public Works Director Michael Burgess
Finance Director Krystal Strickland
Engineering Assistant II Joe Bodi
Code Compliance Officer William Morales

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 the Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

- Add approval of the Boathouse Oyster Bar 5K Run on June 15, 2024, and place it under agenda item 6G.
- Continue agenda item 5A – *Calhoun Harbor Development Conditional Use*, under Public Hearing to June 17, 2024, at 6 PM.

Motion by Councilmember Hebert, seconded by Councilmember King, to approve the agenda, as amended, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

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

- A. Rotary Club of Destin - Citizen Above Self Award 2024

Mayor Wagner read the Proclamation designating June 3, 2024, as the Rotary Club of Destin's "Citizen Above Self" Day in the City of Destin, and then presented it to Ms. Jennifer Lehrmann, recipient of the award for 2024.

2. PUBLIC COMMENTS

Ms. Janice Nicole Moran, 208 Snapper Drive, raised concerns about threats and corruption, the loss of a loop on Marino Point Drive, and the need for overnight parking.

Capt Gary Jarvis emphasized the need for speed and conviction on various projects, including the Destin Cross Town Connector and the undergrounding of utilities. He also suggested charter review and prioritization of the fishing industry.

Ms. Alicia Belcher, representing Dolphin Point, discussed the Marino Point Drive proposal, emphasizing safety and public interest. She pointed out that the proposal, which they have been working with city staff for a year and a half, meets all city requirements and was unanimously approved by the council on April 15th. In addition, the Dolphin Point Homeowners' Association will cover any financial obligations resulting from that proposal.

Mr. Jimmy Perkins, a Destin resident and business owner, criticized the quick dismissal of fishermen's concern during the May 20th city council meeting in favor of yacht owners.

Councilmember Bagby requests a replay of the portion of the May 20th city council meeting where he made comments during discussion of proposed modification to the livery vessel definitions, and to place this item under his name on the next council meeting agenda.

Ms. Carrie Harbarger, a Destin resident and business owner, voiced concerns about illegal businesses and lack of ordinance enforcement on the beaches. She stated that this has been going on for so long, and that she had already brought this matter verbally to the city's Code Compliance Department but the illegal operations have continued to happen.

Mr. Randall Bracewell, 28 Moreno Point resident and a short-term rental owner, highlighted the importance of parking for short-term rental guests and residents.

Mr. Kyle Coleman, a Niceville resident and business owner, defended his ice cream business against accusations of illegal operations and emphasized compliance with city regulations.

Mr. Don Dallas, 442 Snapper Drive, addressed recurring flooding issues on Snapper Drive and requested action from the city.

Another Snapper Drive resident echoes flooding concerns and the need for proper drainage on Snapper Drive.

Mr. Christian Carly, Chairman of the Destin Chamber of Commerce and Rotary Club President, thanked the council for their service and highlighted the community contributions of the Rotary Club.

3. CONSENT AGENDA

- A. Approval of minutes of May 20, 2024, Council Executive Session
- B. Approval of minutes of May 6, 2024, Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to approve Consent Agenda items 3A and 3B, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

4. CITY MANAGER REPORTS

A. 2024 Debt Issuance Update

The Finance Director provided the following information:

Background Recap:

- In the past fall, the Council passed two reimbursement resolutions:
 - ❖ The first resolution to reimburse the city for the purchase of One Harbor Boulevard at a cost of \$9 million.
 - ❖ The second resolution to reimburse the city for the undergrounding of overhead utilities. Management costs against this program have already been incurred, and materials have been ordered.
 - ❖ Approval is sought for the construction contractor contract for the laydown yard to accept arriving materials.

2024 Budget:

- During the adoption of the 2024 budget, it was noted that the city might need to borrow up to \$25 million. This was calculated using a rate of 5% over 20 years.
- This amount is to cover:
 - ❖ \$9 million for One Harbor Boulevard
 - ❖ \$4.5 million for the Cross-Town Connector
 - ❖ \$11.5 million for the undergrounding of overhead utilities
- Borrowing this amount now would allow the completion of these projects within 18 to 24 months.
- The 20-year debt service timeline aligns with the anticipated cash inflows from various sources.

Funding Sources:

- The repayment of the debt will not come from ad valorem property taxes but from other sources such as:
 - ❖ Harbor CRA
 - ❖ Town Center CRA
 - ❖ Electric franchise fees (the largest source)
 - ❖ Gas tax (towards the transportation project)

- ❖ General fund supplements

Borrowing Options:

- The finance department proposes using the public bond market rather than a commercial bank loan due to several reasons:
 - ❖ Commercial banks are less likely to lend for 20 years, whereas the bond market is more accommodating for long-term loans.
 - ❖ Interest rates in the public bond market are currently more favorable compared to commercial bank loans.
- The bond issuance team is partially set up, with existing agreements for bond council and financial advisor services. However, the underwriter needs to be selected.
- Three potential underwriters are in consideration: William Shank, PNC Bank, and Truist.

Next Steps:

- The bond issuance process is expected to take about three months:
 - ❖ The first month will involve preparing the preliminary official statement, which includes past data and project descriptions for potential investors.
 - ❖ The second month will focus on routing the information to bond rating agencies and insurers.
 - ❖ In the third month, the preliminary official statement will be reviewed by the council for final approval before marketing to investors.
- The underwriter will assist in marketing the bond issuance, setting a pricing date, collecting prices, and finalizing the transaction within approximately three weeks after marketing.

Mr. John Ford from Ford and Associates explained the advantages of a public bond offering over a commercial bank loan.

Councilmember Bagby moved to include the full funding of the Destin Crosstown Connector in the debt issuance; seconded by Councilmember Hebert.

Councilmember Destin expressed concerns about borrowing on a 20-year term for projects like roadways that have a shorter lifespan. He questioned the prudence of this approach.

The Finance Director explained that the underlayment and storm water system, which constitute the bulk of the cross-town connector cost, have a much longer lifespan than the road surface.

The need to borrow \$25 million now to align with the cash inflows and complete the project within the proposed timeline was emphasized.

Councilmember Bagby clarified that the motion is to determine whether to include the cross-town connector funding in the total debt, not the specific terms or method of borrowing.

Motion passed 6-1 (Council members Schmidt, King, Hebert, Bagby, Geile, and Stephens voted “yes”; Councilmember Destin voted “no”).

Councilmember Bagby moved to direct staff to produce an RFQ that will be presented to different banking facilities, specifically those that are located within the City of Destin, and to the 3 investment arms of the banks with which staff had already been in contact; seconded by Councilmember Hebert.

Councilmember Destin will support the motion, emphasizing the need for flexibility and thorough evaluation of all financing options.

The Finance Director highlighted the additional 60-day timeline for issuing the RFQ and receiving responses, and noted that while significant for the city, the bond issuance might attract limited interest from underwriters due to its relatively small size.

Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Geile, Destin, and Stephens voted “yes”).

Councilmember Bagby moved to direct staff to bring back an adjusted timeline for the 2024 debt issuance with the development of an RFQ at the next council meeting passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

B. Norriego Point - DEP Request

The City Engineer provided an update on the progress and budget challenges of the Norriego Point Park project.

Mr. Pearce Barrett from the Department of Environmental Protection (FDEP) provided the following update on the Norriego Point Park project:

- The FDEP released the bid for the construction of Recreational Enhancements at Norriego Point on March 26, 2024.
- Three qualified bids were received by FDEP on May 8, 2024. The low bid was in the amount of \$5.2 million. The bid consists of a base bid and 3 alternate bids described as follows:
 - ❖ Base Bid – (\$4,565,770). Includes restroom facilities, shower, drinking fountains, lift station, informational/educational signage, Harborside boardwalk, dune crossover (middle), beach access boardwalk, bike racks, and shoreline stabilization at northern end of the park.
 - ❖ Alternate #1 – (\$233,918). Includes the southernmost crossover boardwalk.
 - ❖ Alternate #2 – (\$164,096). Includes the northernmost crossover boardwalk.
 - ❖ Alternate #3 – (\$275,232). Includes the terminus curve at the end of the Harborside Boardwalk.

❖ Total bid with all three alternates = \$5,239,816.

Mr. Barrett requested the city to contribute \$233,918 for the southern boardwalk crossover, emphasizing the substantial funding already received by the city from BP oil spill settlements and other grants.

Councilmember Schmidt questioned the history behind the decision to place the boardwalk on the harborside rather than the beach side.

Mr. Pearce indicated that the harbor side is safer and more protected from storms, which would make permitting easier.

Councilmember Hebert supported the project's design, highlighting the extensive planning and expected public benefits.

Councilmember Bagby moved for approval of the base bid with alternate #3, and to exclude alternates 1 and 2; seconded by Councilmember Hebert.

Mr. Barrett explained the financial constraints and potential funding sources, urging council to consider the long-term benefits of the project.

Councilmember Destin offered a substitute motion to approve the base bid with Alternates 1, 2, and 3, seconded by Councilmember Stephens.

Councilmember Bagby voiced concerns about future maintenance costs and the practicality of the crossover.

Motion passed 5-2 (Council members King, Hebert, Geile, Destin, and Stephens voted "yes"; Council members Bagby and Schmidt voted "no").

C. Code Compliance Lien Reduction Request-4550 Biscayne Bay and 216 Grand Key Loop

Represented by Attorney Stephen Tatum, property owners for two parcels, CRHGZH LLC, requested a reduction of liens for both parcels. The liens, each \$26,250, accumulated due to violations related to short-term rental registrations.

Attorney Tatum detailed the history of communication attempts with city officials and the confusion surrounding the registration process. He argued that his clients were not defiant but were misled by inadequate instructions from the city.

Councilmember Geile moved to deny the lien reduction requests; seconded by Councilmember Hebert.

Councilmember Geile strongly opposed any leniency, emphasizing that property owners are responsible for knowing and complying with the law.

Councilmember Hebert noted the property owners were making money through rentals while accruing fines and stated she could not support a reduction.

Councilmember Schmidt cited the owners' attempts to comply and the issues with the registration process.

Councilmember Schmidt offered a substitute motion to reduce the lien amount by 30 percent, in accordance with city code. It was seconded by Councilmember Stephens and passed 4-3 (Council members Schmidt, King, Bagby, and Stephens voted "yes"; Council members Geile, Hebert, and Destin voted "no").

D. Dolphin Point/Moreno Point Road – Parking Options Evaluation

The City Engineer presented two options for parking redesign at Dolphin Point: one with parallel parking and one maintaining the existing 90-degree parking with minor adjustments for ADA compliance. He expressed concerns about traffic flow and safety with the parallel parking option.

Councilmember Bagby suggested exploring an expanded paved area to allow for vehicle turnarounds, similar to existing solutions in other parts of the city.

Councilmember King proposed making the new parking spaces paid parking to help manage usage.

Councilmember Hebert moved to go back to the original motion which the council approved on April 15th - *to direct the City Manager to work with the applicant and staff to move forward to permit the project for the removal of the public parking spaces, and to include an agreement for installation and maintenance in perpetuity.* Motion died for lack of a second.

Councilmember Bagby moved for the approval of the 4 parallel parking spaces, direct staff to work with Mr. Charles Clary, the Dolphin Point Design Professional or an authorized representative, to resolve the issue relating to the three-point turnaround movements required for the parallel parking, including the widening of the paved area, and to add these parking spaces to the city's paid parking system with no overnight parking allowed. Councilmember King provided a second to the motion, which passed 6-1 (Council members King, Hebert, Bagby, Geile, Destin, and Stephens voted "yes"; Councilmember Schmidt voted "no").

E. Utility Undergrounding Phase 1 - ADS Contract

The council reviewed the contract for phase one of the utility undergrounding project with Accurate Drilling System (ADS). The City's Projects/Grants/Contract Manager and Special Counsel Schef Wright presented the contract and a request for a limited notice to proceed with an initial amount not to exceed \$230,000.

Councilmember Destin expressed concerns about the impact of the new transmission towers by Florida Power and Light (FPL) on the project and suggested delaying the contract approval until more information was obtained.

Councilmember Bagby argued that the current phase one project is not impacted by the transmission towers and recommended proceeding with the contract to avoid delays.

Councilmember Bagby moved for the approval of the construction contract for RFP 24-01-ENG with Accurate Drilling Systems, Inc, as presented, and direct staff to issue a limited Notice to Proceed in an amount not to exceed \$230,000 to ADS as soon as practicable after the contract is executed by both parties. Councilmember Hebert provided a second to the motion, which passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

Councilmember Destin asked staff to invite a representative from Florida Power & Light to attend the next council meeting to provide some clarifications as to the exact size and location of the large transmission tower which they plan to install in the city, and the impact it would have to the city’s underground utilities.

F. Parks and Recreation Cost Recovery Policy

The Parks & Recreation Director Lisa Firth presented the Parks and Recreation cost recovery policy, adopted in 2014. Key points included:

- Current policy misalignment: Residents currently pay no charge, while the policy states they should pay 30% and 50%.
- Daily fee discrepancy: The policy states a \$15 fee per launch, but \$25 is currently charged.
- Senior programs: The operational budget covers 100% of Destin seniors' costs at Buck Destin Park, not included in the cost recovery policy.
- Request for direction from the council on necessary changes to the cost recovery policy and fee adjustments.

Councilmember King proposed allowing city employees to use facilities at no charge, suggesting it would enhance their quality of life.

Council members discussed the feasibility and potential implications of treating employees as residents for facility use.

Ms. Firth clarified that currently, employees are recognized as residents for fee purposes but pay for programs like any other resident.

Motion by Councilmember King, seconded by Councilmember Hebert, to update the policy to reflect current practices and ensure city employees are treated as residents for fee purposes. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

Councilmember Schmidt emphasized the need to update the policy to reflect current practices accurately, particularly for senior programs at Buck Destin Park. He proposed that non-resident fees be set 50% higher than resident fees instead of doubling them. He also suggested continuing to provide 100% cost coverage for Destin seniors.

Councilmember Bagby suggested discussing and voting on individual policy changes for clarity.

Councilmember Destin supported the need for itemized discussion but highlighted the urgency of updating the policy to reflect real costs, including indirect costs like utilities and insurance.

Ms. Firth mentioned ongoing efforts to calculate average utility and operational costs to provide accurate fee structures.

G. Parks and Recreation Fee Schedule

The council acknowledged the need to gather detailed data on actual costs, including indirect costs, before making further policy changes; and for staff to ensure detailed cost data includes breakdowns by program and facility to provide clarity on fee adjustments. Future discussions will focus on aligning policy with actual costs and ensuring transparency in fee structures for residents and non-residents.

Councilmember Bagby moved to table further policy changes until staff can come up with indirect costs for recreational programs/rentals/tournaments; seconded by Councilmember Destin. Motion passed 5-2 (Council members King, Hebert, Bagby, Destin, and Stephens voted “yes”; Council members Schmidt and Geile voting “no”).

H. Land Development Code Rewrite Update

The city’s Principal Planner presented the following information:

- There will be a total of 11 proposed draft articles for city council’s consideration along with a newly developed and proposed Destin Design Manual. Due to the large effort of development, review, and approval processes required for this project, Staff is requesting guidance from City Council on how to proceed with these reviews.
- Currently, the main challenge with the LDC is that it is cumbersome to read, which has often led to inconsistent interpretations and challenges in enforcement. One of the main purposes of the LDC rewrite project was to make the LDC easier to read and interpret. Therefore, the proposed language of the new LDC has been rewritten in manner that allows the vast majority of users, to read and understand the regulations without having to ask Staff to interpret or have an attorney involved.
- There is a proposed change to consolidate 20 LDC articles to 11 articles plus a Design Manual. Some of the consolidation is due to the proposed relocation of some current regulations from the LDC to the Code of Ordinances when the Code of Ordinances is the more suitable home.
- Staff are proposing the following process for review and approval of the new LDC, to be as transparent as possible while being efficient and diligent. In the interest of openness and meeting State requirements for approval, Staff

recommends each individual Article be adopted by ordinance individually with an effective date in the future so that all approvals occur simultaneously. Once all articles are approved, one ordinance may be adopted at the end to establish the effective date of the entire Code. Further, due to the sheer amount of information and the impact upon the community Staff recommends having Council Workshops to discuss each of the combined articles before any final decision is made. Staff specifically recommends that the following Articles be subject to Council Workshops before adoption due to their impact and complexities, but if the Council wishes, Staff will bring more for workshops.

- ❖ Article 2 - Administration
- ❖ Article 4 - Zoning Regulations, Overlays, and On-site Regulations
- ❖ Article 6 - General Development Regulations
- ❖ Article 7 - Resource Conservation and Protection
- ❖ Article 8 - Sign Regulations
- ❖ Destin Design Manual

- Staff will provide the draft article being discussed each month at the City Council meeting prior to the workshop date, to allow council members and the public sufficient time to review the article prior to discussion. The final draft article, based on the workshop, will be brought to city council for public hearing. Staff is requesting approval for the following city council workshop dates.

July 29
August 26
September 23
October 28
November 14
December 9

Councilmember Bagby suggested rescheduling the November workshop date to accommodate the new council members post-election.

Councilmember Destin emphasized the need for side-by-side comparisons of old and new codes to ensure compliance with the comprehensive plan.

Councilmember Bagby moved for approval of the LDC process and workshop calendar as discussed with a change in the November workshop from November 14th to November 19th; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

I. Pickleball Courts 90% Plans Update

The City Engineer updated the council on the pickleball courts project, explaining the recommendation from the Parks and Recreation Committee to add a temporary gravel parking lot during construction of Phase 1.

Councilmember Bagby expressed concerns about the necessity and cost of the gravel parking lot.

The Parks & Recreation Chair Sandy Trammell clarified the need for additional parking to accommodate various activities at the community center and the potential future expansion of pickleball courts.

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to direct the City Manager to work with staff and Jenkins Engineering to move forward to 100% construction documents, obtain the necessary permits, and bring back a draft RFP to the city council at a future meeting passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

Councilmember Bagby asked staff to provide the cost for the Parks and Recreation Committee’s recommendation to 1A and 1B on the drawing sheet for a gravel parking lot to be added for temporary parking during construction of Phase 1.

J. Tarpon Beach Parking- 100% Design Plans

The City Engineer presented the 90% plans for the Tarpon Beach parking project, highlighting the key changes and updates made through discussions with staff and the county. He stated that city staff are working towards bringing a completed development order package to the city council as soon as it is ready.

Councilmember Geile suggests making parking a paid parking for non-residents, with Councilmember Hebert supporting the idea.

Councilmember Schmidt sought clarification on the design elements and future parking needs.

K. Median & Grounds Maintenance - Draft RFB for Council consideration/comment

The city’s Public Works Director presented the updated RFB for Miscellaneous Median Maintenance Continuing Services, including new quality control measures and penalties for non-compliance or non-performance as requested by the council.

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to authorize the City Manager to advertise the RFB for Miscellaneous Median Maintenance Services, and once a vendor is selected by the city’s Bid Committee, to bring back the recommended vendor for the council’s approval passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

L. Announcements - none

5. PUBLIC HEARINGS

A. Calhoun Harbor Development Conditional Use

Item continued to June 17th council meeting per request by the applicant.

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

A. Councilmember Stephens

B. Councilmember Geile

1) Projects Status/Updates

C. Councilmember Destin

D. Councilmember Bagby

E. Councilmember Hebert

1) Revocation of rental registration for continued noncompliance

Councilmember Hebert moved to consider the revocation of rental registration for continued noncompliance for any rental properties, short-term or long-term, in any area of Destin; seconded by Councilmember Geile. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

F. Councilmember King

G. Councilmember Schmidt

1) Boathouse Oyster Bar 5K Run on June 15, 2024

Motion by Councilmember Schmidt, seconded by Councilmember Hebert, to approve the Boathouse Oyster Bar 5K Run on June 15, 2024, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

H. Mayor Wagner

1) Supporting Okaloosa Transit Mobility on Demand RFP

Councilmember Bagby moved to authorize the mayor to sign the city’s letter of support for the Okaloosa Transit Mobility on Demand in the Crystal Beach area, seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

I. City Attorney

7. PUBLIC COMMENTS

Ms. Janice Nicole Moran expressed concerns about the removal of parking spaces near Dolphin Point, citing historical use and potential negative impacts on property values.

Mr. Bill Reddington, 722 Vintage Circle, suggested alternative methods for parking management, such as requiring stickers for rental properties.

Ms. Sandy Trammell clarified the need for additional parking at the community center to accommodate future growth and activities.

ADJOURNMENT

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

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney

FROM: Jamie Dittmer, Human Resources Manager

DATE: 07/31/2024

SUBJECT: Presentation- Mike Carraway from Acentria to present findings from partially self funded quotes and FL Blue renewal.

I. BACKGROUND: During the July 8 Regular City Council meeting, Mike Caraway from Acentria Health, discussed options for moving to a level funded or partially self funded platform for the City of Destin's health insurance model. Council moved to direct staff and Acentria to explore options for level-funded and partially self-funded insurance plans to mitigate rising insurance costs.

II. DISCUSSION: Upon direction of Council, Acentria went to market to get quotes from four carriers:

1. UHC – fully funded or level funded
2. Aetna – level funded
3. CHAmerica – level funded
4. League of Cities – FMIT

Due to the ongoing medical history and claims of the City, we were unable to secure a quote for level-funded plans at this time. Staff and Acentria will re-evaluate in the Spring and present options to Council for level-funded plans.

The FY25 renewal option for Florida Blue has been revised down from an 11% increase to an increase of 8.29%.

Open enrollment needs to be completed in August because the new plan year begins September 1 of each year.

A. Link to Strategic Goals / Objectives: Financially Sound City providing service excellence.

B. Effect on Budget (EOB): Florida Blue premium increase of 8.2% is budgeted for FY25.

C. Level of Service (LOS): Increased level of service

D. Legislative Sponsor:

III. CONCLUSION: Due to the claim history of the City of Destin, we were unable to secure quotes for level funded plans at this time. Staff and Acentria are recommending renewal with our existing fully funded plan with Florida Blue.

IV. RECOMMENDED MOTION: I move to direct staff and Acentria to proceed with renewals for Florida Blue, Guardian, and Healthiest You.

Attachments:

1. FL Blue (history of rates, rate change summary, current-renewal ss)
2. Guardian Renewal 9-1-24
3. HealthiestYou renewal
4. UHC decline to quote
5. Aetna decline to quote
6. CHAmerica decline to quote



4634 Gulfstarr Drive
Destin, FL 32541
Office (850) 650-1950

CITY OF DESTIN
HEALTH RATE HISTORY FROM 2021 - 2024

2021 - NEW POLICY

UHC - PLAN BWNC

Employee Only	664
EE + Spouse	1606
EE + Child(ren)	1199
EE +Family	2212

2022 - PROPOSED RENEWAL

UHC - PLAN BWNC

Employee Only	888
EE + Spouse	2150
EE + Child(ren)	1604
EE +Family	2959

2022 - NEW POLICY

FLORIDA BLUE - PLAN 03769

Employee Only	823
EE + Spouse	1876
EE + Child(ren)	1646
EE +Family	2634

2023 - RENEWAL

FLORIDA BLUE - PLAN 03769

Employee Only	864
EE + Spouse	1970
EE + Child(ren)	1728
EE +Family	2766

2024 - PROPOSED RENEWAL

FLORIDA BLUE - PLAN 03769

Employee Only	933
EE + Spouse	2126
EE + Child(ren)	1865
EE +Family	2984

2021 - NEW POLICY

UHC - HSA PLAN AHJC

Employee Only	484
EE + Spouse	1172
EE + Child(ren)	875
EE + Family	1613

2022 - PROPOSED RENEWAL

UHC - HSA PLAN AHJC

Employee Only	654
EE + Spouse	1582
EE + Child(ren)	1180
EE + Family	2177

2022 - NEW POLICY

FLORIDA BLUE - HSA PLAN 05192/05193

Employee Only	602
EE + Spouse	1371
EE + Child(ren)	1203
EE + Family	1925

2023 - RENEWAL

FLORIDA BLUE - HSA PLAN 05192/05193

Employee Only	632
EE + Spouse	1440
EE + Child(ren)	1263
EE + Family	2021

2024 - PROPOSED RENEWAL

FLORIDA BLUE - HSA PLAN 05192/05193

Employee Only	695
EE + Spouse	1585
EE + Child(ren)	1390
EE + Family	2225



CITY OF DESTIN

Renewal (FB LARGE GROUP)

9/1/2024

Group # 60856

Premium Rate Change Summary

Enrollment by Plan

	Plan HSA 05192/05193	Plan 03769	Plan Name	Plan Name	Plan Name	
Employee	20	48	0	0	0	68
Emp + Sp	2	13	0	0	0	15
Emp + Ch	3	4	0	0	0	7
Family	1	9	0	0	0	10
Total	26	74	0	0	0	100

Current Rates

Employee	\$631.66	\$864.24	\$0.00	\$0.00	\$0.00	
Emp + Sp	\$1,440.20	\$1,970.48	\$0.00	\$0.00	\$0.00	
Emp + Ch	\$1,263.33	\$1,728.49	\$0.00	\$0.00	\$0.00	
Family	\$2,021.33	\$2,765.58	\$0.00	\$0.00	\$0.00	
Current Premium	\$21,324.92	\$98,903.94	\$0.00	\$0.00	\$0.00	\$120,228.86

Renewal Rates

Employee	\$695.22	\$932.57	\$0.00	\$0.00	\$0.00	
Emp + Sp	\$1,585.11	\$2,126.26	\$0.00	\$0.00	\$0.00	
Emp + Ch	\$1,390.45	\$1,865.14	\$0.00	\$0.00	\$0.00	
Family	\$2,224.71	\$2,984.23	\$0.00	\$0.00	\$0.00	
Renewal Premium	\$23,470.68	\$106,723.37	\$0.00	\$0.00	\$0.00	\$130,194.05

Premium Change

\$9,965.19

Percent Rate Change

8.29%

Percent Rate Change by Tier

Employee	10.06%	7.91%	#DIV/0!	#DIV/0!	#DIV/0!
Emp + Sp	10.06%	7.91%	#DIV/0!	#DIV/0!	#DIV/0!
Emp + Ch	10.06%	7.91%	#DIV/0!	#DIV/0!	#DIV/0!
Family	10.06%	7.91%	#DIV/0!	#DIV/0!	#DIV/0!

** There is one employee with FAM coverage listed as Cobra - not included in the above enrollment numbers

Revised Renewal Rates Reflected

Revised Renewal Rates Reflected Again - 7/17/2024

Rates and benefits shown are



**It's renewal
time!**

**Guardian is
here to help.**

RENEWAL INFORMATION FOR

**CITY OF DESTIN
GROUP PLAN # 00451774**

**RENEWAL PERIOD
September 1, 2024 - August 31, 2025**



guardiananytime.com

The Guardian Life Insurance Company of America, New York, NY.

What you'll find in this package

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Please note:

If your group plan includes multiple lines of coverage, a multi-line discount was used in the pricing. If you do not wish to renew all lines of coverage, please contact us for revised pricing.



guardiananytime.com
The Guardian Life Insurance Company of America, New York, NY.

Participating Policy and Producer Compensation Disclosure Statement

Participating Policy Statement:

Any commercial insurance group policy underwritten and issued by The Guardian Life Insurance Company of America, a New York Domiciled mutual company, is a participating policy. It is not expected, however, that a dividend will be paid on any such group policies. All coverage will be provided as set forth in the policies.

Producer Compensation Disclosure:

As is common with Group insurance, your coverage(s) might involve one or more licensed producers who will receive compensation from Guardian for soliciting, negotiating, securing and/or administering the insurance coverage(s) you have purchased. Compensation to these producers may be paid in the form of base commissions, administrative service commissions and, in some instances, supplemental compensation (e.g., an annual performance bonus). For more detailed information regarding producer compensation relative to your Guardian coverage(s), please contact your Guardian local sales consultant or account manager.

Compensation is generated based upon premium which has been remitted by the planholder and applied by Guardian. Graded Commission scales, which can vary by product, are calculated based upon decremental scales (i.e. percentage payable decreases as defined premium thresholds are attained). Graded commission scales refresh annually upon each plan's anniversary. For DHMO, Supplemental Health, SMD and/or ASO Vision commission information, or for any other questions, please contact your local Guardian sales consultant or account manager.

If commissions are paid based on a percentage basis, the percentage is calculated monthly on enrolled lives, not eligible lives. Graded commission scales are calculated as a percentage of annual premium and are on a sliding scale.

Product	Commissions
AD&D	Graded Scale Commission
Dental PPO	Graded Scale Commission
LTD	Graded Scale Commission
Basic Life	Graded Scale Commission
Vol Life	13%
STD	Graded Scale Commission
Vision PPO	Graded Scale Commission



Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1, 2, 4 and 5

DENTAL PLAN RATES - PPO U1					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	62	\$31.95	\$23,771	\$31.95	\$23,771
EE/SP	18	\$68.84	\$14,869	\$68.84	\$14,869
EE/CH	7	\$79.80	\$6,703	\$79.80	\$6,703
FAMILY	15	\$114.18	\$20,552	\$114.18	\$20,552
TOTAL	102		\$65,896		\$65,896

This plan is currently offered for Insurance Class 1, 2, 4 and 5

VISION PLAN RATES - VSP G55					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	62	\$8.21	\$6,108	\$8.21	\$6,108
EE/SP	18	\$14.78	\$3,192	\$14.78	\$3,192
EE/CH	7	\$15.62	\$1,312	\$15.62	\$1,312
FAMILY	15	\$24.67	\$4,441	\$24.67	\$4,441
TOTAL	102		\$15,053		\$15,053

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1, 2 and 4

STD PLAN RATES				
Volume	CURRENT		RENEWAL	
	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
\$49,595	\$0.770/\$10	\$45,826	\$0.770/\$10	\$45,826

This plan is currently offered for Insurance Class 1, 2 and 4

LTD PLAN RATES				
Volume	CURRENT		RENEWAL	
	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
\$469,897	\$0.810/\$100	\$45,674	\$0.810/\$100	\$45,674

This plan is currently offered for Insurance Class 1, 2 and 4

BASIC LIFE PLAN RATES					
Coverage	Volume	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
BASIC LIFE	\$4,320,000	\$0.410/\$1000	\$21,254	\$0.410/\$1000	\$21,254

This plan is currently offered for Insurance Class 1, 2 and 4

AD&D PLAN RATES					
Coverage	Volume	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
AD&D	\$4,320,000	\$0.020/\$1000	\$1,037	\$0.020/\$1000	\$1,037

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1, 2 and 4

DEPENDENT LIFE PLAN RATES					
Coverage	Dependents	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
DEPENDENT LIFE	36	\$1.430/Dep	\$618	\$1.430/Dep	\$618

This plan is currently offered for Insurance Class 1, 2 and 4

VOLUNTARY LIFE PLAN RATES		
EMPLOYEES	CURRENT	RENEWAL
Employee Age	Monthly Rate	Monthly Rate
15-29	\$0.070/\$1000	\$0.070/\$1000
30-34	\$0.080	\$0.080
35-39	\$0.110	\$0.110
40-44	\$0.180	\$0.180
45-49	\$0.290	\$0.290
50-54	\$0.440	\$0.440
55-59	\$0.750	\$0.750
60-64	\$1.230	\$1.230
65-69	\$1.990	\$1.990
70-74	\$3.190	\$3.190
75-79	\$5.410	\$5.410
80-84	\$12.100	\$12.100
85-89	\$16.080	\$16.080
90-94	\$20.470	\$20.470
95-99	\$26.130	\$26.130

This plan is currently offered for Insurance Class 1, 2 and 4

VOLUNTARY LIFE PLAN RATES		
SPOUSE	CURRENT	RENEWAL
Employee Age	Monthly Rate	Monthly Rate
15-29	\$0.070/\$1000	\$0.070/\$1000
30-34	\$0.080	\$0.080
35-39	\$0.110	\$0.110
40-44	\$0.180	\$0.180
45-49	\$0.290	\$0.290
50-54	\$0.440	\$0.440

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1, 2 and 4

VOLUNTARY LIFE PLAN RATES (Continued)		
SPOUSE	CURRENT	RENEWAL
55-59	\$0.750	\$0.750
60-64	\$1.230	\$1.230
65-69	\$1.990	\$1.990
70-74	\$3.190	\$3.190
75-79	\$5.410	\$5.410
80-84	\$12.100	\$12.100
85-89	\$16.080	\$16.080
90-94	\$20.470	\$20.470
95-99	\$26.130	\$26.130

This plan is currently offered for Insurance Class 1, 2 and 4

VOLUNTARY LIFE PLAN RATES		
CHILD(REN)	CURRENT	RENEWAL
	Monthly Rate	Monthly Rate
CHILD(REN)	\$0.160/\$1000	\$0.160/\$1000

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1, 2 and 4

HOSPITAL INDEMNITY PLAN RATES		
	CURRENT	RENEWAL
EE	Monthly Rate	Monthly Rate
Age		
15-99	\$12.850	\$12.850
EE & SP	Monthly Rate	Monthly Rate
Age		
15-99	\$26.040	\$26.040
EE & CH	Monthly Rate	Monthly Rate
Age		
15-99	\$19.360	\$19.360
FAMILY	Monthly Rate	Monthly Rate
Age		
15-99	\$32.550	\$32.550

Your plan may have a maximum enrollment age and/or a termination age, Please refer to your policy for full details.

Current Dental Plan Information

CONTRACT TYPE: DENTAL GUARD 2000

This plan is currently offered for Insurance Class 1, 2, 4 and 5

PLAN BENEFITS SUMMARY

Network	In-Network DentalGuard Preferred	Out-of-Network None
Coinsurance		
Preventive	100%	100%
Basic	100%	80%
Major	60%	50%
Deductible	\$50	\$100
Waived for preventive?	Yes	Yes
Claim Payment Basis	Fee Schedule	90th Percentile *
Maximum	\$2,000	\$2,000
Orthodontia	Included	
Lifetime Maximum	\$2,000	
Coinsurance	50%	
Maximum Rollover		
Threshold		\$800
Rollover Amount		\$400
In-network only rollover		\$600
Max Rollover Limit		\$1,500
Dependent Age Limit		26/26

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

* Reimbursement will be based on Guardian's 90th schedule in the Dentist's zip code. Guardian's 90th schedule is calculated utilizing a combination of industry, third party and internal data.

Additional Dental Information

DENTAL MAXIMUM ROLLOVER SUMMARY

For Benefit Year Ending: 08/31/2024

ROLLOVER ACCOUNT SIZE	NUMBER OF QUALIFYING EMPLOYEES & DEPENDENTS	TOTAL ACCOUNT VALUE
\$0	121	\$0.00
\$1 - \$250	0	\$0.00
\$251 - \$500	17	\$6,800.00
\$501 - \$750	25	\$15,000.00
\$751 - \$1,000	10	\$8,600.00
Over \$1,000	17	\$20,400.00
TOTAL	69	\$50,800.00

72 of your Employees and Dependents currently are eligible for additional Maximum Rollover amounts.

"Benefit Year" refers to the 12-month period during which charges are counted toward this plan's annual maximum.

"Number of Qualifying Employees and Dependents" reflects information available at the time this renewal package was issued. Additional claims will affect this count.

"Eligibility for additional rollover amounts reflects information available at the time this renewal package was issued. Additional claims will affect the eligibility for additional rollover amounts"

Rollover amounts earned in the benefit year ending 08/31/2024 are applied to the members Maximum Rollover Account for use starting the next benefit year.

Current Vision Plan Information

VSP

This plan is currently offered for Insurance Class 1, 2, 4 and 5

PLAN BENEFITS SUMMARY			
	In-Network	Out-of-Network	Frequency
Exam Copay	\$10	\$10	Once per Calendar Year
Exam Allowance	100%	\$39	Once per Calendar Year
Materials Copay	\$20	\$20	
Base Lenses			
Single Vision Allowance	100%	\$23	Once per Calendar Year
Bifocal Allowance	100%	\$37	Once per Calendar Year
Trifocal Allowance	100%	\$49	Once per Calendar Year
Lenticular Allowance	100%	\$64	Once per Calendar Year
Contact Lenses			
Elective Allowance	\$130	\$100	Once per Calendar Year
Therapeutic Allowance	100%	\$210	Once per Calendar Year
Frame Retail Allowance	\$130	\$46	Once per Calendar Year
Materials Allowance	N/A	N/A	N/A

Your plan also includes the following benefit option(s): Retail Chain Providers

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Current Short Term Disability Plan Information

This plan is currently offered for Insurance Class 1, 2 and 4

PLAN BENEFITS SUMMARY	
Benefit Type	Percent Of Salary
Benefit	66.7%
Maximum Benefit	\$500
Minimum Benefit	\$25
Benefits Begin	
Accident/Sickness	1st day / 8th day
Benefit Duration	26 weeks
Earnings Definition	W/O Bonus & Comm/Ag09/Di16

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Current Long Term Disability Plan Information

This plan is currently offered for Insurance Class 1, 2 and 4

PLAN BENEFITS SUMMARY	
Monthly Benefit	66.7% to \$5,000
Monthly Minimum Benefit	\$100
Elimination Period	180 days
Benefit Duration	To Age 67/Adea
Own Occupation Period	Own Occ/Any Occ Mo Ben
Own Occupation Duration	24 months
Gainful Occupation	60%
Pre-Existing Conditions	3/12 Exclusion
Mental Nervous	2 years
Substance Abuse	2 years
Cost of Living (COLA)	N/A
Survivor Benefit	3 months
Integration	Full Family
Rehabilitation Benefit	Mandatory Rehab

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Because Guardian does not have visibility into the entire suite of benefits offered to your employees, it cannot ensure that any LTD product individually satisfies all applicable age discrimination laws. Employer's compliance with these laws is based on consideration of the entire benefit package provided. If a stand-alone compliant LTD product is required, you should contact your sales representative for available options.

Current Basic Life Plan Information

This plan is currently offered for Insurance Class 1

LIFE BENEFITS SUMMARY	
Benefit Type	Flat
Multiple	N/A
Maximum Benefit	\$50,000
Earnings Definition	N/A
Guarantee Issue	N/A
Waiver of Premium	Waived To Specific Age
Elimination Period	6 month(s)
Age Reduction Formula	
Age 70	50%
Accelerated Benefit	
Benefit %	50%
Benefit Maximum	\$250,000

This plan is currently offered for Insurance Class 1, 2 and 4

DEPENDENT BENEFITS SUMMARY	
Spouse Benefit	\$5,000
Childrens Benefit	\$2,500

This plan is currently offered for Insurance Class 1

AD&D BENEFITS SUMMARY	
Benefit Type	Flat
Multiple	N/A
Maximum Benefit	\$50,000
Earnings Definition	N/A

Current Basic Life Plan Information

This plan is currently offered for Insurance Class 2

LIFE BENEFITS SUMMARY	
Benefit Type	Flat
Multiple	N/A
Maximum Benefit	\$40,000
Earnings Definition	N/A
Guarantee Issue	N/A
Waiver of Premium	Waived To Specific Age
Elimination Period	6 month(s)
Age Reduction Formula	
Age 70	50%
Accelerated Benefit	
Benefit %	50%
Benefit Maximum	\$250,000

This plan is currently offered for Insurance Class 2

AD&D BENEFITS SUMMARY	
Benefit Type	Flat
Multiple	N/A
Maximum Benefit	\$40,000
Earnings Definition	N/A

Current Basic Life Plan Information

This plan is currently offered for Insurance Class 4

LIFE BENEFITS SUMMARY	
Benefit Type	Percent Of Earnings
Multiple	100%
Maximum Benefit	\$150,000
Earnings Definition	Std Def Excluding Bonus & Commissions
Guarantee Issue	N/A
Waiver of Premium	Waived To Specific Age
Elimination Period	6 month(s)
Age Reduction Formula	
Age 70	50%
Accelerated Benefit	
Benefit %	50%
Benefit Maximum	\$250,000

This plan is currently offered for Insurance Class 4

AD&D BENEFITS SUMMARY	
Benefit Type	Percent Of Earnings
Multiple	100%
Maximum Benefit	\$150,000
Earnings Definition	Std Def Excluding Bonus & Commissions

Current Voluntary Life Plan Information

This plan is currently offered for Insurance Class 1, 2 and 4

LIFE BENEFITS SUMMARY	
Benefit Type	Increment
Multiple	N/A
Maximum Benefit	\$200,000
Earnings Definition	N/A
Guarantee Issue	
< age 65	\$100,000
65<70	\$10,000
70+	\$0
Waiver of Premium	Waived To Specific Age
Elimination Period	6 month(s)
Age Reduction Formula	
Age 65	35%
Age 70	60%
Age 75	75%
Age 80	85%
Accelerated Benefit	
Benefit %	50%
Benefit Maximum	\$250,000

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Current Voluntary Life Plan Information

This plan is currently offered for Insurance Class 1, 2 and 4

DEPENDENT BENEFITS SUMMARY	
Spouse Benefit	
Benefit Type	Percent Of Earnings
% of EE amount	50%
Maximum Benefit	\$100,000
Guarantee Issue	
< age 65	\$10,000
65<70	\$5,000
70+	\$0
Child(ren) Benefit	
Benefit Type	Percent Of Earnings
% of EE amount	10%
Maximum Benefit	\$10,000
Guarantee Issue	N/A

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Current Hospital Indemnity Plan Information

HOSPITAL INDEMNITY

This plan is currently offered for Insurance Class 1, 2 and 4

Hospital/ICU Admission	\$1,000/ \$1,000 per day to a max of 1 day(s) per year per insured
------------------------	--

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Laurie Todd

From: Taylor Jackanow <TJackanow@teladochealth.com>
Sent: Wednesday, May 29, 2024 8:00 AM
To: Laurie Todd
Cc: Cathy Sapp
Subject: 2024 HealthiestYou Notice - City of Destin #HY9897
Attachments: Sword and Teladoc Health Co-Branded Sell Sheet.pdf; Consultant Guide to Chronic Conditions (1).pdf; Whole-Person Virtual Care Overview.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Laurie,

I hope all is well. I am reaching out to let you know City of Destin will be seeing a rate pass this year. Below you'll find their current HealthiestYou benefit details and renewal enhancement options.

Group Name: City of Destin

Renewal Date: September 1st 2024

Current Services: HealthiestYou Complete Bundle 3.0

Current PEPM: \$16.00 with current utilization cap: 50% General Medical, 10% Mental Health

August 15th -Date a signature is needed if any changes or additions want to be made so they are available on September 1st. Additional renewal options are listed here.

I will create a DocuSign that outlines any changes once you confirm how the client would like to renew.

I want to make sure you are up to speed on our **Chronic Care** options that employers are providing to their employees. Did you know that almost 12% of the US population are living with Diabetes, 47% living with Hypertension, and 42% living with Obesity; yet majority are not receiving the proper care they need? Do you know the number of staff experiencing diabetes or hypertension?

Please remember that **part time, seasonal and 1099 employees are eligible** to be included on the program. The client can offer these services to their entire staff. Please let me know if any lives will be added during their open enrollment.

Also, don't forget, Sword Health is the new Back & Neck Care vendor as of January 1st for all HYCB clients! Flyers attached for the client to share with their staff as well.

1. Sword Health- Video Capture
2. Sword Health- Upper Limb

Please let me know your upcoming availability to review in further detail. I look forward to hearing from you.
In good health,
Taylor

Taylor Jackanow
Renewal Manager
Teladoc Health, Inc.
Phoenix, AZ

Laurie Todd

From: Rosa, Jovany <jovany_rosa@uhc.com>
Sent: Sunday, July 21, 2024 3:07 PM
To: Laurie Todd
Cc: Mike Carraway; Nelson, John E
Subject: City of Destin

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Greetings Laurie ,

Thank you for the opportunity to quote on the above named group. We have conducted a preliminary review of your request and have determined that we will likely be unable to offer you a competitive medical proposal.

We conduct this preliminary review (prior to seeking all information necessary to issue a formal quote) in order to avoid potentially unnecessary administrative burden on the large group employer/plan sponsor [hereinafter "Employer"] and us.

Nevertheless, consistent with the requirements in the Affordable Care Act (ACA) we will provide a formal quote on approved fully insured products at the direct request of the Employer.

Should the Employer still wish to obtain a formal quote from us despite the result of our preliminary review, please contact your sales rep Mr. John Nelson

We appreciate being given the opportunity to review this quote and we look forward to working with your office on future prospects.

Have a great day.

Jovany Rosa | Business Development Analyst | Central and North Florida Markets | UnitedHealthcare
3000 Bayport Drive Suite 1170 Tampa, FL 33607 | Office: 813-890-6278 | Fax: 855-265-8683 | jovany_rosa@uhc.com

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Laurie Todd

From: Jacksonville RFP <JacksonvilleRFP@aetna.com>
Sent: Friday, July 19, 2024 6:49 AM
To: Laurie Todd
Cc: Bush, Hailey E; Jacksonville RFP
Subject: City of Destin - Quote Request 9-1-24
Attachments: NQN Letter - City of Destin-Medical & Rx-9_1_2024.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Aetna has recently completed a review of the City of Destin's request for group health coverage and determined that we are not currently positioned to provide a competitive proposal solution for the following reasons:

(x) Uncompetitive rates determined during the underwriting process – 17.65% above current.

Thank you for considering Aetna. We look forward to working with you on future opportunities.

Christine Ortiz | Sales Support | Florida (Jacksonville/Tampa) | GA
Aetna | 4630 Woodland Corp. Blvd. | Tampa, FL 33614 | T: 401.581.6052
OrtizC2@aetna.com



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Thank you, Aetna

Laurie Todd

From: Shannon Gunter
Sent: Friday, July 19, 2024 10:29 AM
To: Laurie Todd
Cc: Mike Carraway; Tom McSwain
Subject: City of Destin

CHAMERICA

Good morning Laurie,

We have completed reviewing the information given for City of Destin and we are not able to release a quote for the group at this time. There are a sizable number of individuals with some significant ongoing medical risk that is leading to this decision. Do you think the group would be interested in completing IHQ's online? With a group this size we need this level of information to be able to evaluate the data better than with the normal GRX underwriting.

We look forward to your feedback.

Happy Friday!



Shannon Gunter | Client Services Associate
Shannon.Gunter@Acentria.com

Pinnacle Benefit Resources is Now Proudly Acentria Insurance
Office: 919.774.1133
125 Edinburgh South Dr | Suite 300
Cary, NC 27511
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From: Laurie Todd <laurie.todd@acentria.com>
Sent: Tuesday, July 16, 2024 2:14 PM
To: Shannon Gunter <Shannon.Gunter@acentria.com>

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.B.

TO: City Council

THRU: Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney

FROM: Ryan Scott, City Engineer
Tina Deater, Community Development Director

DATE: July 29, 2024

SUBJECT: The Barrett School-Tri-Party Agreement

I. BACKGROUND:

The City and the County entered into an Interlocal Agreement on July 16, 2002. The purpose of the agreement is to allow the City and the County to jointly evaluate traffic impacts from proposed developments within the City and certain areas of unincorporated Okaloosa County. Under the terms of the Interlocal Agreement, the County requested that the City review the information submitted to the County for the Barrett School, LLC, a new school proposed in unincorporated Okaloosa County, located at 4405 Commons Drive East. This STEM school offers grades PreK through 12 and classes are slated to begin on August 19, 2024. The existing three-story building will consist of the Barrett School, along with an existing dentist's office. Once the dentist's office lease expires, the Barrett School will take full control of the building. Currently, approximately 80 students have enrolled for the upcoming school year (starting on August 19th) with an anticipated maximum student population of 160 and a total building occupancy of 231, once they take full control of the building.

City staff attended a meeting on June 12, 2024, to discuss this project with the Barrett School team, Okaloosa County staff, the Sheriff's Office, Destin Fire, and DWU. During this meeting, the Barrett School team shared their goals for the school and their operations plan, along with their desire to start classes on August 19th. The County and City shared their concerns regarding the current layout of the site, potential conflicts with the dentist office traffic, and the potential for traffic to back-up on Commons Dr. during drop-off and pick-up times. The County stated that based on the requirements of their approval process for changing the use of the building from a bank to a school, there is not sufficient time for the completion of the required traffic analysis, and the construction of any necessary improvements resulting from the analysis, prior to August 19th. It was suggested that a Tri-Party agreement between the City, County, and Barrett School, LLC be entered into, in

order to allow the school to open prior to receiving their final permit approvals, while providing the County and City assurances that traffic queuing issues are addressed, and the required studies and any necessary improvements will be completed. The draft Tri-Party agreement under consideration was modeled off the one used to address a similar situation that occurred with Destin High School.

II. DISCUSSION:

The County has stated that based on the requirements of their approval process for changing the use of the building from a bank to a school, there is not sufficient time for the completion of the required traffic analysis, and the construction of any necessary improvements resulting from the analysis, prior to the school's desired opening date of August 19th. Entering into the Tri-Party Agreement is an option for the Council to allow the school to open while at the same time ensuring that there are measures in place intended to mitigate potential traffic issues. Staff has reviewed the draft Tri-Party Agreement and finds that it sufficiently addresses staff's traffic concerns to allow the school to open while they complete the County approval process. The conditions agreed to by the Barrett School as part of the Agreement include:

- **Posting regulatory signs on the property prohibiting a parent pick-up line and providing a school employee to direct parents to park in approved parking spots to receive children.**
- **Providing a law enforcement officer, at no cost to the County or City, to enforce the no-standing requirement and assisting with traffic control, if requested by Okaloosa County or the City of Destin.**
- **Pursuing overflow parking agreements and sidewalk connections between the school and the properties directly east and west of the school.**
- **Monitoring traffic flow on school property and modifying arrival and dismissal times as necessary for safety.**

A. Link to Strategic Goals / Objectives:

- II. Enhance quality of life and safety for families
- IV. Effective, efficient and aesthetically pleasing infrastructure
- V. Improve mobility and connectivity

B. Effect on Budget (EOB):

C. Level of Service (LOS): The Tri-Party Agreement is intended to address potential traffic LOS impacts.

D. Legislative Sponsor:

III. CONCLUSION: The County has requested that the City enter into the proposed Tri-Party agreement as a way to accommodate the school's desire to open by August 19th.

Staff has reviewed the attached draft Tri-Party Agreement and finds that it sufficiently addresses staff's traffic concerns to allow the school to open while they complete the County approval process.

IV. RECOMMENDED MOTION:

I move that City Council approve the Tri-party agreement as presented.

V. ALTERNATE MOTION:

I move that City Council approve with conditions/approve with modifications/deny the Tri-party agreement.

Attachments:

1. Tri-Party with City and County
Comment-Barrett School
Agreement_version 4-School Signed

**TRI-PARTY AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA, THE CITY
OF DESTIN, FLORIDA, AND THE W GROUP OF NEFL, LLC**

THIS AGREEMENT entered into this ____ day of _____, 2024, between OKALOOSA COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida, the CITY OF DESTIN, FLORIDA (the "City"), a municipal corporation of the state of Florida, and THE W GROUP OF NEFL, LLC, a Florida limited liability company (the "W Group"), relating to the development of certain property located in the County.

WHEREAS, the W Group has purchased certain property together with a building and all improvements thereon located at 4405 Commons Drive E, which is situated in unincorporated Okaloosa County (the "Property"); and

WHEREAS, the W Group seeks to change the use of the property from office and other commercial uses to a private school for pre-kindergarten through high school grades; and

WHEREAS, the W Group needs to obtain a building permit as a condition to use the Property for the intended use; and

WHEREAS, the W Group seeks to have the school open August, 19 for the beginning of the 2024-2025 calendar school year with a drop-off time on or near 8:10 am and a pick-up time on or near 2:50 pm, with varied start times staggered in the morning and afternoon to ease traffic and congestion, and the school will operate consistent with the local school calendar; and

WHEREAS, the County and the City have formed an Intergovernmental Technical Review Committee pursuant to Interlocal Agreement adopted and recorded in 2002 which affords each entity the opportunity to review, comment, and approve projects in the Destin area, regardless of jurisdictional limits; and

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

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

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

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

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

WHEREAS, the school will open with approximately 100 students and may be expanded to a maximum of 160 students in the next few years; and

WHEREAS, the traffic generated by the school when open will be similar to the previous commercial use, but traffic impacts could be increased in future semesters; and

WHEREAS, the property and parking spaces are not designed for a parent pick-up line of vehicles; and

WHEREAS, Commons Drive, a County-maintained Road, through easement rights over certain property adjacent to the Property, serves as the only access to the subject property; and

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

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

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

1. The above recitals are true and correct and are incorporated into this Agreement.
2. The W Group shall:
 - a. Provide a complete Traffic Impact Analysis, and complete the required improvements (if applicable) on a schedule approved by the County and City.
 - b. Cause to be constructed, at no expense to the County or City, a sidewalk (i.e. pedestrian access) from pedestrian facilities along Commons Drive to the school. Construction shall commence only after engineered construction drawings have been submitted to and approved by the County and the improvements shall be complete on a schedule approved by the County and City.

- c. Prior to the opening of the school (August 19, 2024), Post regulatory signs prohibiting a parent pick-up line (hereinafter “no-standing requirement”) and provide a school employee to direct parents to park in approved parking spots to receive children. Signs posted shall consist of red text on a white reflective background, 12 inches wide by 18 inches tall. The text shall read, “No Standing, No Parent Pick-up Line” and shall have arrows pointing in each direction.
- d. Provide a law enforcement officer, at no cost to the County or City, to enforce the no-standing requirement or assist with traffic control if requested by Okaloosa County or the City of Destin.
- e. Prior to any expansion of the school beyond a maximum of 139 students, an updated Traffic Impact Analysis will be performed to account for proposed improvements and accurately reflect traffic conditions at the time of the proposed expansion. As a baseline it is assumed that the school will begin operations at the existing building facility located at 4405 Commons Drive E in August of 2024 with no changes to the footprint and opening with only pre-kindergarten through twelfth grade. No expansion beyond the baseline conditions shall occur without first obtaining written approval from the County and City who may or may not have additional requirements at that time.
- f. Pursue overflow parking agreements and sidewalk connections between the school and the properties directly east and west of the school.
- g. Pursue a cross-access agreement with the property directly east of the school.
- h. Monitor traffic flow on school property and modify arrival and dismissal times as necessary for safety.



3. The County shall:

- a. Upon receipt of a fully executed copy of this Agreement and the applicable permitting fees, the County will issue approval with respect to any traffic impact requirements needed in connection a building permit for the Work or of a Certificate of Completion and shall undertake inspections and other official actions as required. The Certificate of Completion may be given upon the applicable permitting fees being received and the W Group completing the requirements for signage as set forth in Section 2c above. The W Group must complete all items set forth in Section 2 above no later than November 30, 2024, failure to do so will result in an automatic revocation of the Certificate of Completion.
- b. Upon receipt of the Traffic Impact Analysis and construction documents identified in items 2 a & 2 b above, swiftly review and provide comments to the applicant and engineer of record with a goal of not delaying the opening of the school. However, the County assumes no liability as to any delays in opening of the school. Moreover, this does not relieve the applicant from providing adequate documents for review/approval nor infer with the process, approval is not guaranteed. Should the County have comments that need to be addressed by the W Group, it shall be the responsibility to get that information back to the County as soon as possible. When all comments have been

addressed in a satisfactory manner the County shall provide written approval of the Traffic Impact Statement and/or construction drawings. Written approval of the construction drawings shall be considered as authorization to proceed with the described work.

c. Upon receipt of the Engineer's Certification of Construction Completion, the County shall perform a site inspection of the improvements within two business days. Deficiencies noted will be provided to the Engineer of Record in writing upon completion of the site inspection. After all deficiencies are cured the County will provide written approval of the Work performed and the Work shall be required to enter into the warranty period as described in Chapter 6.01.053 of the Okaloosa County Land Development Code, including bond/guarantee requirements.

d. Once conditions within items 2a, 2b, 3b, & 3c are satisfied, Public Works shall provide written approval of the site work to the school.

e. At such time as all applicable building and site requirements are complete, Okaloosa County shall issue a Certificate of Completion.

f. Periodically review the traffic flow and request the school provide a law enforcement officer if needed.

4. The City shall:

a. Participate in the review of the traffic study to be performed by the W Group, including participation in scoping meetings, share of data as may be in the City's possession relevant to the W Group, and provide written comments to the County and the W Group as requested.

b. Once the proposed traffic mitigations measures and timeline are approved, shall provide a written concurrence letter to the County.

c. Upon receipt of the Traffic Impact Analysis and construction documents identified in 2a & 2b above, swiftly review and provide comments to the County for consideration/incorporation to be provided to the applicant and engineer of record.

d. Once the conditions within 3c above are satisfied, the City shall provide written approval of the Work to the school.

e. Periodically review the traffic flow and request the school provide a law enforcement officer if needed.

(This space intentionally blank.)

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

OKALOOSA COUNTY

Name: Paul Mixon, Chairman

Date: _____

CITY OF DESTIN

Name:

Date: _____

THE W GROUP OF NEFL, LLC,

a Florida limited liability company

By: 

Name: MATTHEW LEWBEL

Title: Manager

Date: 7/29/24

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Krystal Strickland, Finance Director

FROM: Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director

DATE: July 23, 2024

SUBJECT: Parks and Recreation FY 2024 Budget vs Actuals

I. BACKGROUND: At the July 8, 2024 City Council meeting, Councilmember Bagby requested that staff bring back a report at the next Council meeting of the plan to spend the remaining \$200,000 currently budgeted in 2024 on the Morgan Sports Center, Dalton Threadgill Park, and Community Center renovation.

II. DISCUSSION: Please find attached:

- Adopted FY 2024 Budget for Parks and Recreation Capital Projects and Renewal and Replacement Projects with DETAILS by Project on expenditures to date and remaining budget balance.
- Quotes that were on hand to create the FY 2024 Budget for Parks and Recreation capital projects

In brief, the FY 2024 Adopted budget plus prior year encumbrances for Parks and Recreation Capital Projects and Renewal and Replacement projects is \$3,938,364. As of 07/23/2024 Parks and Recreation has paid and/or encumbered \$585,021, leaving unencumbered budget of \$3,353,343. No funds budget adjustments have occurred to date.

The top two reasons for this high unencumbered balance are:

- 1) time delays due to non-responsive bids;
- 2) insufficient funds budgeted for certain projects requiring additions of FY 2025 revenues and/or transfers.

Nearly \$900,000 of this unencumbered budget balance is restricted by either a grant agreement or by state statute to specific Park and Recreation items (\$870k Clement Taylor

Park and \$26k Morgan's Children's Playground). The remaining \$2.4 million could be transferred by Council to complete other projects this year or can be moved forward to FY 2025 to complete those projects after October 1, 2024.

Below is an excerpt from the attached details with remaining budget and staff current-year plans or recommendations to reprogram the remaining funds into FY 2025 proposed budget:

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN			
		FY 2024 REMAINING BUDGET	NOTES
RR572	Parks and Recreation	538,452	see details below
RRV57	Vehicles for Parks & Recreation	9,668	see details below
RC124	Morgan Children's Park Playgro	100,000	Funds insufficient and s/b RR. Move balance to FY 2025 to replace playground \$790k.
RC125	Buck Destin Restrooms	84,044	On hold awaiting architectural services. Install in Oct 2024?? (to be encumbered: DWU ww/w lines; D&D electrical; DAG architectural building plan; Plumber TBD)
RC127	Pickleball Court	320,000	In permitting. RFP will be released upon confirmation of permits. Might move to FY 25.
RC128	Morgan Bathrooms/Storage/Fi	250,000	FY2024 encumber architectural, engineering and permitting. Move Construction to FY 2025 (applying for \$50k FRDAP gran for construction). Storage/fieldhouse side of bathrooms is for sporting equipment.
RC129	Morgan - Field Lighting (LED)	255,000	Funds insufficient, and s/b RR. Move balance to FY 2025 to replace lights \$1.3m.
RC130 RC134	Morgan - Artificial Infields	200,000	Field lights higher safety priority. Move balance to FY 2025 to replace lights \$1.3m.
RC216	Clement Taylor Park Renovatio	1,596,180	Due to non-responsive bids, move to FY 2025 and increase to \$1.7m.
Total Projects		3,353,343	

	RR DETAILS	Remaining Budget	NOTES
57 Community Centre	Window replacement	200,000	Move to FY 2025. Council motion 7/8/24 to address all leak issues for \$717k
57 Dalton Threadgill	Replace Roof	7,422	Gordon Roofing donated time and materials to fix roofs of 4 duggouts.
57 Community Centre	HVAC replacement (FM)	40,500	One heatpump 5 years past due for replacement
57 Morgans Sports Centre	Replace Fencing/netting	288,960	Field lights higher safety priority. Move balance to FY 2025 to replace lights \$1.3m.
57 Morgans Sports Centre	Replace Shed	-	Plan to replace existing field maint equipment shed near MSC parking lot. Need FY2024 add'l \$22k for Engineering Design and Permitting. FY 2025 Sitework est \$50k.
57 Morgans Sports Centre	Replace Sod	(5,051)	
57 Morgans Sports Centre	HVAC	(2,192)	
57 Morgans Sports Centre	Windows	20,197	
57 Morgans Sports Centre	Replace Sprayer	(11,384)	
RR572	Parks and Recreation	538,452	
	REPLACE 2012 JD Mower		Purchased John Deere z920M ZTRAK
	REPLACE 3 2016 JD GATORS		Purchased 3 John Deere HPX615E Gators
	REPLACE 2017 JD GATOR		Purchased 1 John Deere HPX615E Gator
	REPLACE 2017 F150		Purchased 2024 Ford Maverick
RRV57	Vehicles for Parks & Recreation	9,668	

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

III. CONCLUSION: Council may create motions for internal budget transfers of available General Fund budgeted amounts to encumber certain priority projects during this current fiscal year or Council may move to include this item on the agenda for the August 12, 2024 Budget Special Council meeting.

IV. RECOMMENDED MOTION: I move to include this agenda item with details for discussion at the August 12, 2024 Budget Special Council meeting.

OR

I move to reduce Fiscal Year 2024 Budget by \$xxxx, decreasing budgeted amounts for Projects(s) _____ and _____ to make the funds available for future proposed budgets.

OR

I move to transfer \$xxxx from Project(s) _____ and _____ to start Project _____ before September 30, 2024 which is the end of Fiscal Year 2024.

Attachments:

1. PARKS AND REC FY 2024
BUDGET VS ACTUALS

2. Morgan Sports ComplexTurf
3. Shade Quote
4. Morgan Sports Center Lighting
5. CC Windows Quote

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

STRATEGIC OBJECTIVE			PY	FY 2024	PRIOR YEAR +	YTD ACTUALS +	FY 2024	NOTES
			Encumbrances rolling forward 09/30/23	ADOPTED BUDGET	FY 2024 ADOPTED	Encumbrances	REMAINING BUDGET	
3.2	RR572	Parks and Recreation	67,325	749,922	817,247	278,795	538,452	see details below
3.2	RRV57	Vehicles for Parks & Recreation	-	113,000	113,000	103,332	9,668	see details below
5.1	RC124	Morgan Children's Park Playground	-	100,000	100,000	-	100,000	Funds insufficient and s/b RR. Move balance to FY 2025 to replace playground \$790k.
xxx	RC125	Buck Destin Restrooms	99,544	100,000	199,544	115,501	84,044	On hold awaiting architectural services. Install in Oct 2024?? (to be encumbered: DWU ww/w lines; D&D electrical; DAG architectural building plan; Plumber TBD)
4.16	RC127	Pickleball Court	50,150	350,000	400,150	80,150	320,000	In permitting. RFP will be released upon confirmation of permits. Might move to FY 25.
5.1	RC128	Morgan Bathrooms/Storage/Fieldh	-	250,000	250,000		250,000	FY2024 encumber architectural, engineering and permitting. Move Construction to FY 2025 (applying for \$50k FRDAP gran for construction). Storage/fieldhouse side of bathrooms is for sporting equipment.
5.1	RC129	Morgan - Field Lighting (LED)	-	255,000	255,000		255,000	Funds insufficient, and s/b RR. Move balance to FY 2025 to replace lights \$1.3m.
5.1	RC130 RC134	Morgan - Artificial Infields	-	200,000	200,000		200,000	Field lights higher safety priority. Move balance to FY 2025 to replace lights \$1.3m.
4.11	RC216	Clement Taylor Park Renovations	7,243	1,596,180	1,603,423	7,243	1,596,180	Due to non-responsive bids, move to FY 2025 and increase to \$1.7m.
Total Projects			224,262	3,714,102	3,938,364	585,021	3,353,343	

RR DETAILS

			Prior Year Rollforward	FY 24 Adopted	PRIOR YEAR + FY 2024	YTD Actuals + Encumbrances	Remaining Budget	NOTES
RR572	57 Community Center	Window replacement		200,000	200,000	-	200,000	Move to FY 2025. Council motion 7/8/24 to address all leak issues for \$717k
RR572	57 Dalton Threadgill	Replace Roof		7,422	7,422		7,422	Gordon Roofing donated time and materials to fix roofs of 4 duggouts.
RR572	57 Community Center	HVAC replacement (FM)	42,685	40,500	83,185	42,685	40,500	One heatpump 5 years past due for replacement
RR572	57 Morgans Sports Cer	Replace Fencing/netting		300,000	300,000	11,040	288,960	Field lights higher safety priority. Move balance to FY 2025 to replace lights \$1.3m.
RR572	57 Morgans Sports Cer	Replace Shed	24,640		24,640	24,640	-	Plan to replace existing field maint equipment shed near MSC parking lot. Need FY2024 add'l \$22k for Engineering Design and Permitting. FY 2025 Sitework est \$50k.
RR572	57 Morgans Sports Cer	Replace Sod		140,000	140,000	145,051	(5,051)	
RR572	57 Morgans Sports Cer	HVAC		12,000	12,000	14,192	(2,192)	
RR572	57 Morgans Sports Cer	Windows		50,000	50,000	29,803	20,197	
RR572	57 Morgans Sports Cer	Replace Sprayer			-	11,384	(11,384)	
	RR572	Parks and Recreation	67,325	749,922	817,247	278,795	538,452	
		REPLACE 2012 JD Mower				11,491		Purchased John Deere z920M ZTRAK
		REPLACE 3 2016 JD GATORS				47,600		Purchased 3 John Deere HPX615E Gators
		REPLACE 2017 JD GATOR				15,867		Purchased 1 John Deere HPX615E Gator
		REPLACE 2017 F150				28,375		Purchased 2024 Ford Maverick
3.2	RRV57	Vehicles for Parks & Recreation	-	113,000	113,000	103,332	9,668	

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward 08/14/23	FY 2024 ADOPTED BUDGET
PRIORITY	Citizen/Council Directed			
1.2	HRB1	1 Harbor Blvd/1 Calhoun Waterfront Land	\$ -	\$ 9,100,000
1.3	UNDER	Undergrounding	894,344	16,000,885
1.6	EN615	Cross-Town Connector	43,485	9,003,151
1.2	CM001	Beach Acquisition/Beach Park Development	81,826	4,969,622
5.2	DREDG	Dredge Harbor	-	110,100
1.7	TR619	Sibert-Zerbe Parking Lot Consolidation	-	525,000
1.1	CENTR	City Center - Concept Design	-	50,000
1.11	MARIN	City Marina	-	50,000
1.10	TR621	Transit: Trolley, Ferry	-	-
xxx	SW56	Mattie Kelly Naturewalk Outfall	-	175,000
	Renewal & Replacement			
3.2	RR051	General Government	1,207	155,000
3.2	RR052	Public Safety	8,369	230,380
3.2	RR053	Physical Environment (Stormwater, Cemetery)	149,938	75,000
3.7	RR054	Roads, Sidewalks, Street Lighting	300,884	2,537,780
3.2	RR056	Human Services (Food4Thought Bldg)	-	-
3.2	RR571	Library	-	127,500
3.2	RR572	Parks and Recreation	67,453	749,922
3.2	RR573	Other Facilities (i.e. Museum)	-	4,500
3.2	RRV11	Vehicles for Bldg Inspectors	-	76,000
3.2	RRV51	Vehicles for General Government	-	23,000
3.2	RRV52	Vehicles for Public Safety (Code)	-	-
3.2	RRV54	Vehicles for Public Works	-	365,000
3.2	RRV57	Vehicles for Parks & Recreation	-	113,000
3.2	RRVEH	Vehicles	670,331	-
	Growth Necessitated & Comp Plan			
5.4	CE002	Code Enforcement Equipment	-	30,000
1.5	CRH60	Pedestrian Pathway Under Marler Bridge	149,571	-
1.4	EN617	Stahlman/US98 Intersection	-	-
5.3	LB002	Library Impact Fee Projects	-	190,000
xxx	TR620	ADA Transition - Pedestrian Facilities	25,487	-
1.7	TR622	General Parking Improvements	-	-
	Other Capital Projects			
4.14	ARP	Stormwater Infrastructure Projects	734,853	312,000
5.5	BDVEH	New Inspector Vehicles	-	40,000
5.4	CEVEH	New Code Enforcement Vehicles	-	46,000
4.8	CRH63	Captain Royal Melvin Heritage Park and Plaza	9,614	-
4.15	CRT17	Destin Multi-Use Trail	570,000	-
5.6	HURRIC	Hurricane Response	-	100,000
xxx	IT003	Other Hardware/Software Replacements	-	170,000
5.1	RC124	Morgan Children's Park Playground Structure	-	100,000

xxx	RC125	Buck Destin Restrooms	99,544	100,000
4.16	RC127	Pickleball Court	-	350,000
5.1	RC128	Morgan Bathrooms/Storage/Fieldhouse	-	250,000
5.1	RC129	Morgan - Field Lighting (LED)	-	255,000
5.1	RC130	Morgan - Artificial Infields	-	200,000
5.1	RC131	Morgan - Field Lining Robot	-	-
4.11	RC216	Clement Taylor Park Renovations	15,968	1,596,180
4.14	SW57	CTP Stormwater Mitigation		60,000
4.14	SW58	Chickasaw Ct Stormwater Remediation		600,000
5.7	TRSAF	Intersection Safety	62,500	100,000
xxx	XMAS	Holiday Decorations	35,804	-
Total Projects			\$ 3,921,176	\$ 48,940,020

**ForeverLawn Emerald Coast**

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Fort Walton Beach, FL 32548
850.812.3388
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Lawn Consultant
Project Name/Type:
Project Contact:
Contact's Number:
Contact's Email:
Project Address:

Sean Galkowski | **May 5, 2023**
Morgan Sports Complex | Commercial
Brandon Patzig
850.685.5136
brandonpatzig@yahoo.com
4200 Indian Bayou Trail, Destin, FL 32541

Option	Grass Type & Description	Location	Square Footage	Total Price
Fusion	ForeverLawn SportsGrass Curve Red Clay nylon mono with Black Texurized nylon thatch 45 oz, 1 3/8" pile, premium backing	Softball Fields 1 & 2	30,720 sf Ordered and Installed	\$347,342.42
Fusion	ForeverLawn SportsGrass Curve White nylon mono with Black Texurized nylon thatch 45 oz, 1 3/8" pile, premium backing	Foul lines, Batters box, Pitchers circle, Coaches box	405 sf Ordered and Installed	Included above

Description of Work

- Tear Out – Included – Base will be below grade: All areas - by 5 inches, graded. DOES NOT include removal of existing, seen or unseen, tree stumps and/or roots.
- Ground Prep – Installation of composite perimeter boards at all edges. Installation of 5" of limestone aggregate base, compacted.
- Products & Installation – ForeverLawn Synthetic Grass will be attached and secured around all perimeters with stainless steel staples, then seamed internally with Mapei seam tape, reinforced with Mapei adhesive. Crumb Rubber and Silica sand Infill will be applied to top of blade surface. Grass is polished with a mechanical broom.
- Clean Up – The work site will be cleaned up and all debris will be removed. The job will be completed within **9-10 working** days' time, weather permitting per field.
- All installations are performed by ForeverLawn Certified Installers. Installations are backed by a 24-month Workmanship Warranty. ForeverLawn products carry a 15-year Manufacturer's Warranty. Puppy Play and Xerigrass products carries an 8-year product warranty. Warranty begins upon successful installation, payment in full and online registration of warranty by customer.

Notes

- Price per square foot or project cost reflects the products necessary to complete the job correctly, in the highest quality and in a timely fashion. All work will be done in a highly professional manner. Changes to the scope of the project may require changes to the proposal and pricing as well.
- Due to pricing considerations, this quote can only be guaranteed for 60 days.

**ForeverLawn Emerald Coast**

210 Tilden Street Northwest
Fort Walton Beach, FL 32548
850.812.3388
foreverlawnec.com

Quote Date
Customer Name/s
Customer Number:
Customer Email:
Customer/Billing Address:

Sean Galkowski | **5/5/23**
Brandon Patzig
850.685.5136
brandonpatzig@yahoo.com
4200 Indian Bayou Trail, Destin, FL 32541

Terms and Conditions

- Mobilization Fees: If upon arrival, building conditions are not ready for installation (causing start day/time to be delayed) an additional Mobilization fee of **\$1,625.00** will be billed. Being compensation for services and fees for the purchasing party's failure to fulfill proper working conditions on an agreed upon timeframe. _____(initial)
- Base requirements:
 - Tear out performed outside of contract: Grade requirements are 3.5" below the finished grade. Any additional labor to bring the grade to the requirements will be billed at a man hour rate of \$45 per hour, plus material and/or equipment charges (mini-skid \$100 per hour; ASV \$125 per hour; compactor \$60 per hour). _____(initial)
 - Aggregate Base Install outside of contract: Backfill must be 3.5" compacted to 3" of #89 limestone. Any additional labor to bring the base to the requirements will be billed at a man hour rate of \$45 per hour, plus material and/or equipment charges (mini-skid \$100 per hour; ASV \$125 per hour; compactor \$60 per hour). _____(initial)
- Additional work to repair or adjust existing irrigation lines which fall inside the project area will be billed at a man hour rate of \$45 per hour, plus material and/or equipment charges (mini-skid \$100 per hour; ASV \$125 per hour; compactor \$60 per hour). _____(initial)
- Additional work due to unknown objects such as tree stumps, plumbing, electrical will be billed at a man hour rate of \$45 per hour, plus material and/or equipment charges (mini-skid \$100 per hour; ASV \$125 per hour; compactor \$60 per hour). _____(initial)
- Once manufacturer has processed your order, the 50% deposit is non-refundable. _____(initial)
- ForeverLawn Fusion Pro, ForeverLawn Fusion Elite, ForeverLawn Fusion Flex & K9Grass Elite by ForeverLawn are the only products offered in which reflective heat damage is warrantied. Any other turf choices are subject to reflective heat issues as a result of any reflective surface.
- Artificial Grass has seams. We do professional work, yet we cannot guarantee invisible seams. Altering turf layout recommendations may result in more evident seams.
- K9Grass is made specifically for pet use. Any other product choices most likely will result in bacteria build up and smell.
- ForeverLawn is not responsible for damage to any electrical or irrigation systems not installed according to code.
- If pricing is provided off blueprint, plans or provided drawings: site verification of area IS required before grass will be purchased. If dimensions change, pricing is subject to change, reflecting those adjustments.
- This purchase agreement is offered by a local independently owned and operated ForeverLawn dealer. ForeverLawn Inc. is not a party to this purchase agreement. ForeverLawn Inc. guarantees the quality of ForeverLawn products but accepts no responsibility nor implies any warranty for installation associated with its products.
- A fifty percent (50%) deposit is required upon signing. After the deposit has cleared, project materials will be ordered.
- You are providing ForeverLawn Emerald Coast authorization to charge future payment/s upon completion of the work.
- If full payment is rejected or not received within fifteen (15) days of the completion of this project, any outstanding balance shall accrue interest at the rate of twenty-four percent (24%) per year. _____(initial)
- Your payment method will be saved by FLEC Contracts along with your authorization to charge future payments based on the payment terms stated in the agreement between you and FLEC Contracts.
- **All pricing contingent upon accessibility. If additional labor or rentals are needed to access commercial areas will be billed at a man hour rate of \$45 per hour, plus material and/or equipment charges (mini-skid \$100 per hour; ASV \$125 per hour; compactor \$60 per hour). Additional rental equipment will be billed at going rate. _____(initial)



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Signature

By Signing below, you are agreeing to all scope of work, terms & conditions listed above.		Subtotal:	\$TBD
Customer Name:		Adjustments:	\$
		Total:	\$
Customer Signature:	Date:	Deposit 50%:	\$
		Amount due upon completion:	\$

We are pleased to submit the above quotation. Thank you for your business.



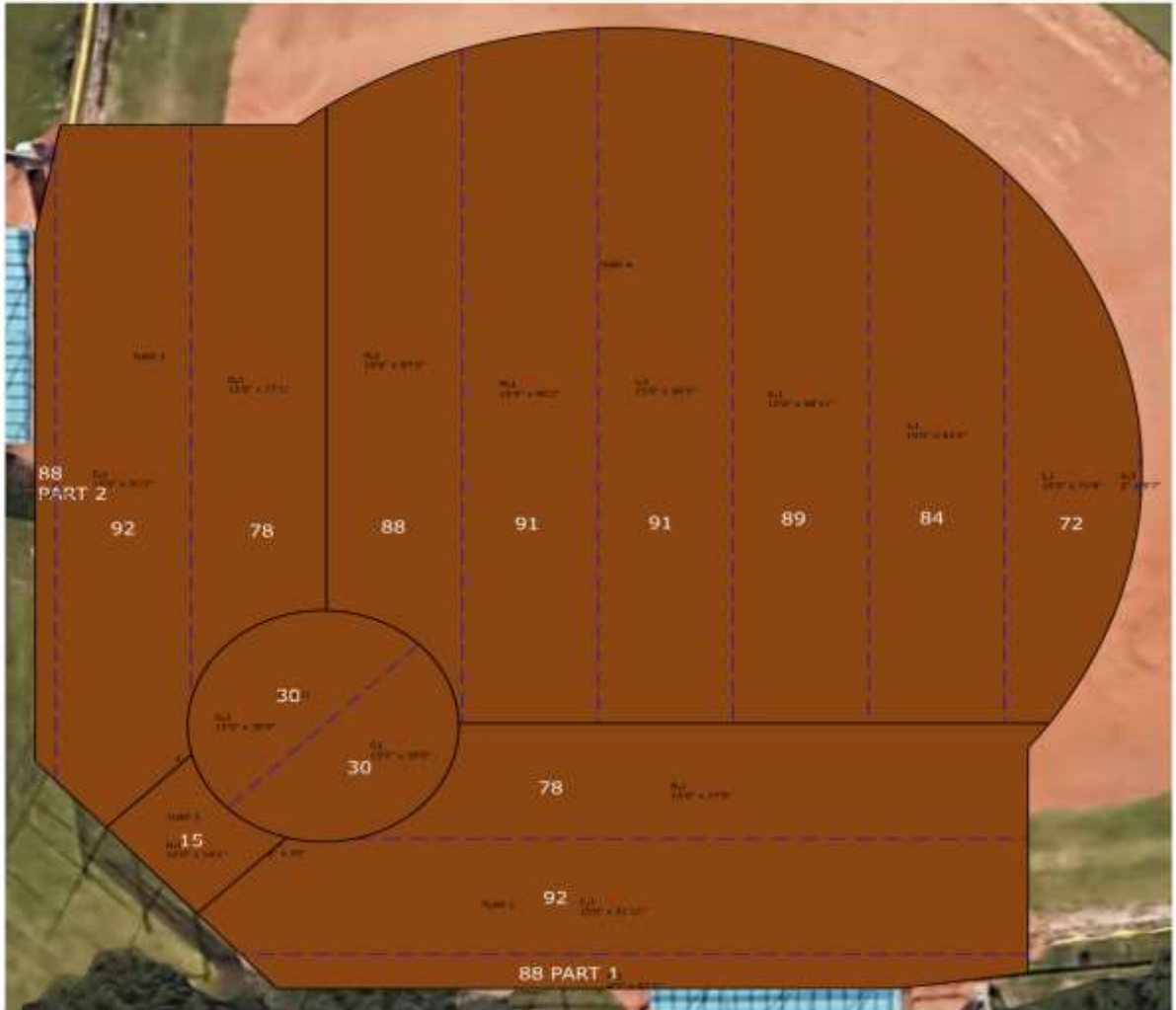
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SB Field 1

SportsGrass



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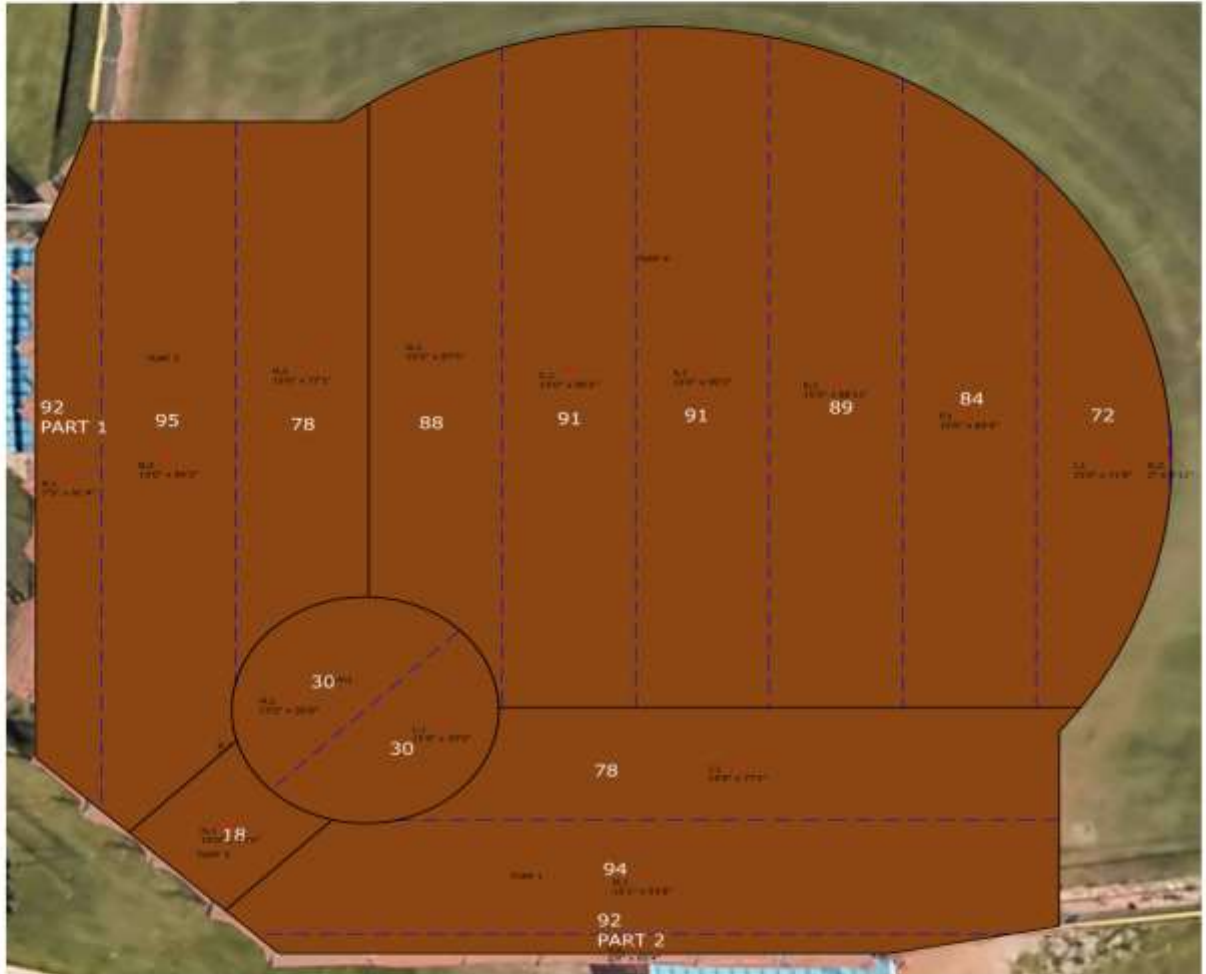
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SB field 2

SportsGrass

30,720 SF Ordered
26,520 SF Area
880' Perimeter

Dealer Approval



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SportsGrass®

CURVE

PRODUCT SPECIFICATIONS

COMPONENTS	SPECIFICATIONS
YARN TYPE	PRIMARY: NYLON MONOFILAMENT SECONDARY: HEAT SET TEXTURED NYLON MONOFILAMENT
YARN COUNT	PRIMARY: 9,200/8 SECONDARY: 4,950/9
YARN COLOR	PRIMARY: RED CLAY SECONDARY: BLACK
PRODUCT CONSTRUCTION	DUAL YARN SAME ROW
PILE HEIGHT	1-3/8"*
TUFTING GAUGE	3/8"
PILE (FACE) WEIGHT	45 oz. / SY *
TOTAL PRODUCT WEIGHT	100 oz. / SY *
BACKING	PRIMARY: 18/18 PET PIC REINFORCED DUAL COMPONENT BACKING SECONDARY: BioCel POLYURETHANE TERTIARY: 100% RECYCLED GEOTEXTILE NONWOVEN POLYPROPYLENE
FINISHED ROLL WIDTH	15 FEET (4.6m)
PERFORATION	3/16" (4.8mm) HOLES SPACED 4" ON CENTER (APPROXIMATE)
SEAMING	MICRO-MECHANICAL BONDING REINFORCED W/ ADHESIVE
INFILL	3 lbs +/- OF COATED SAND / SF

*PRODUCT HEIGHTS SHOWN MAY HAVE A VARIANCE OF 1/8" AND PRODUCT WEIGHTS SHOWN MAY HAVE A VARIANCE OF 2%

Playing at a higher level.

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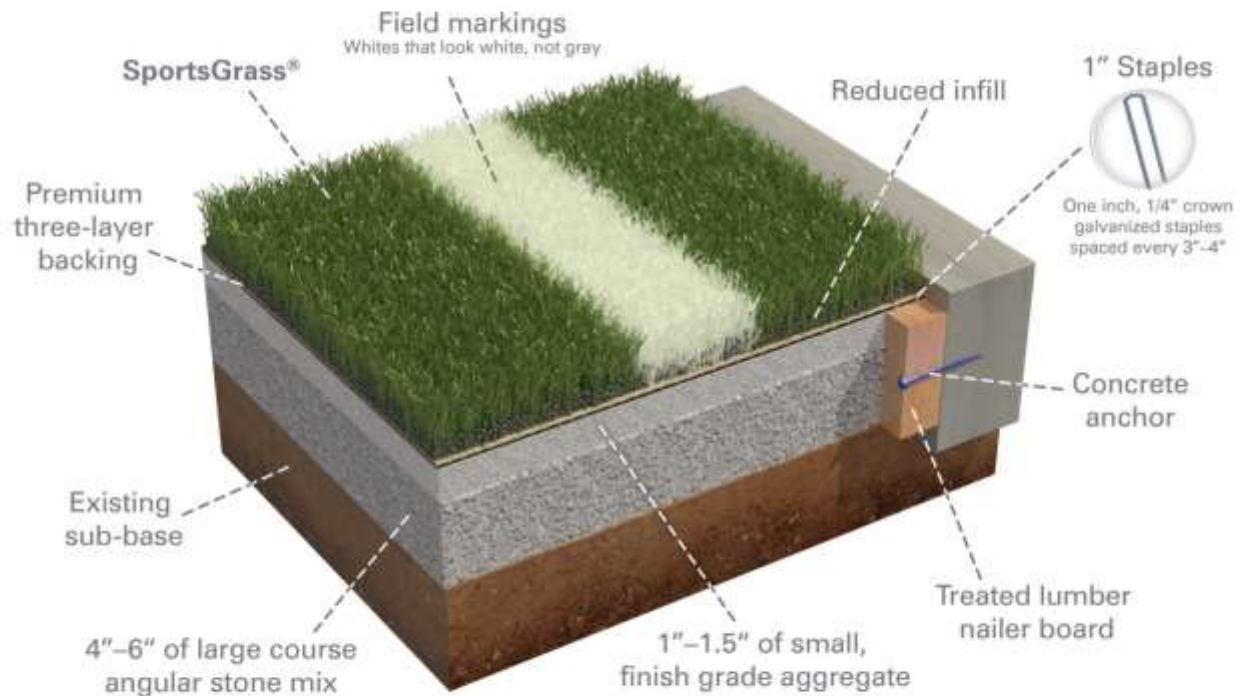
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SportsGrass System

Product-Based System

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microsite.caddetails.com/1148

By	G. Swartz	09/20
Scale	Not to scale	
Drawing No.	M1556	

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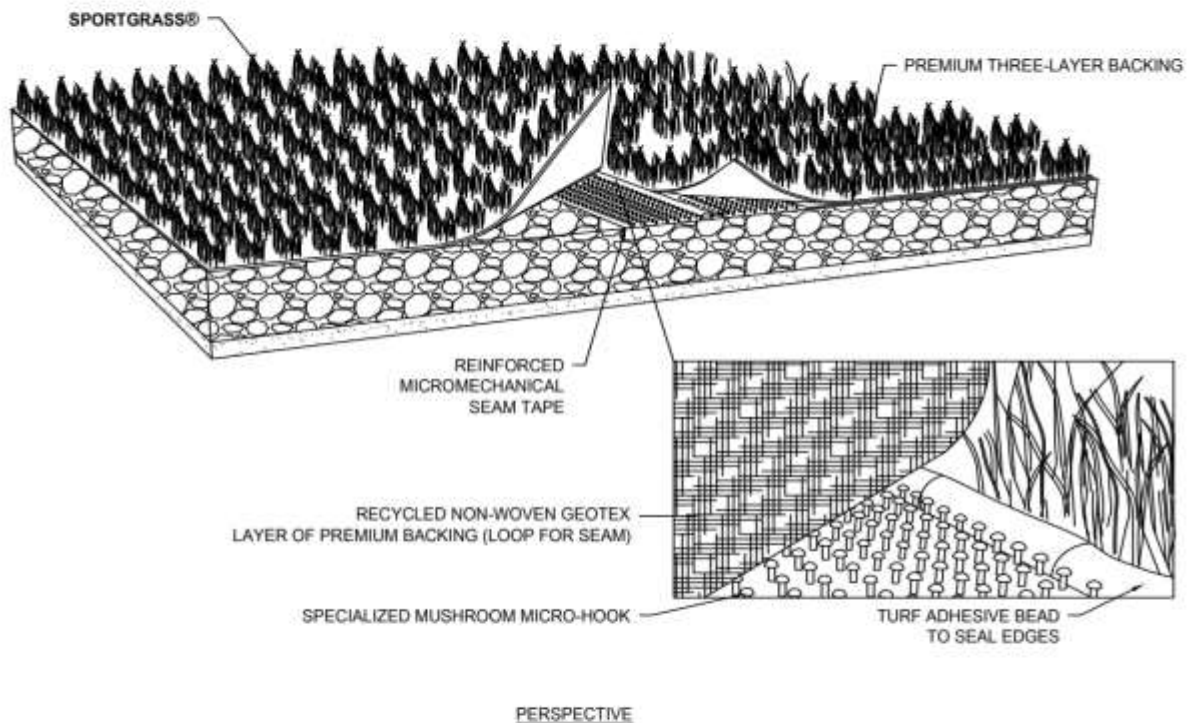


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NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
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5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 1148-154



SPORTSGRASS® SYSTEM

ATHLETIC TURF: MICROMECHANICAL SEAMING SYSTEM

1148-154

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REVISION DATE 10/05/2022

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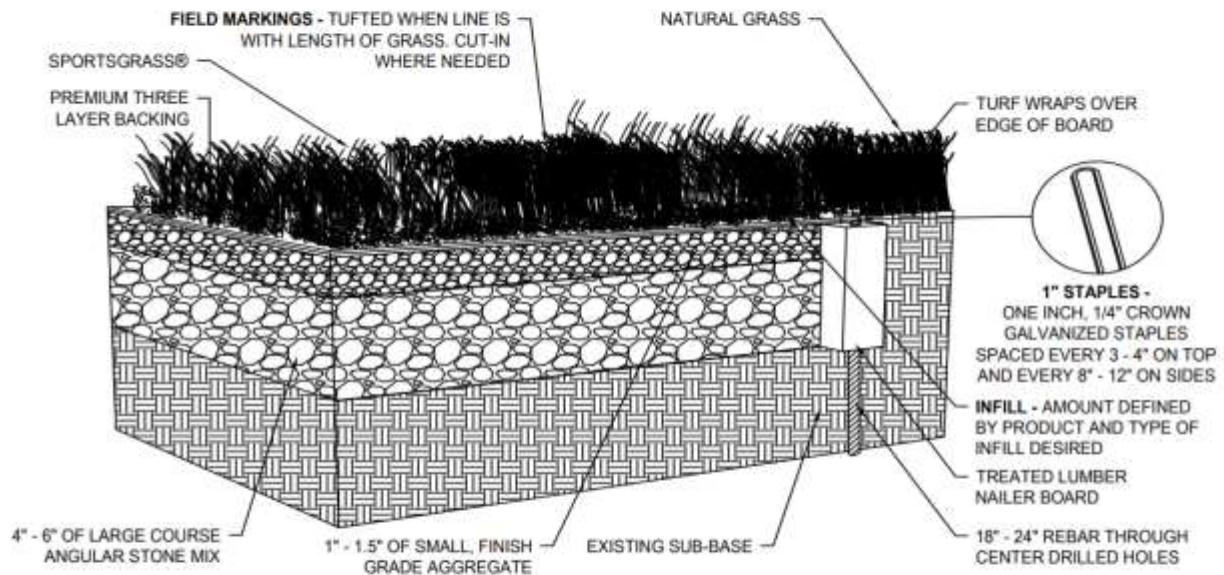


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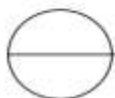
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PERSPECTIVE

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SPORTSGRASS®

ATHLETIC TURF: SPORTSGRASS® SYSTEM - EDGE DETAIL - SPORTSGRASS JOINED TO NATURAL GRASS, NO CURB

1148-120

REVISION DATE 10/05/2022

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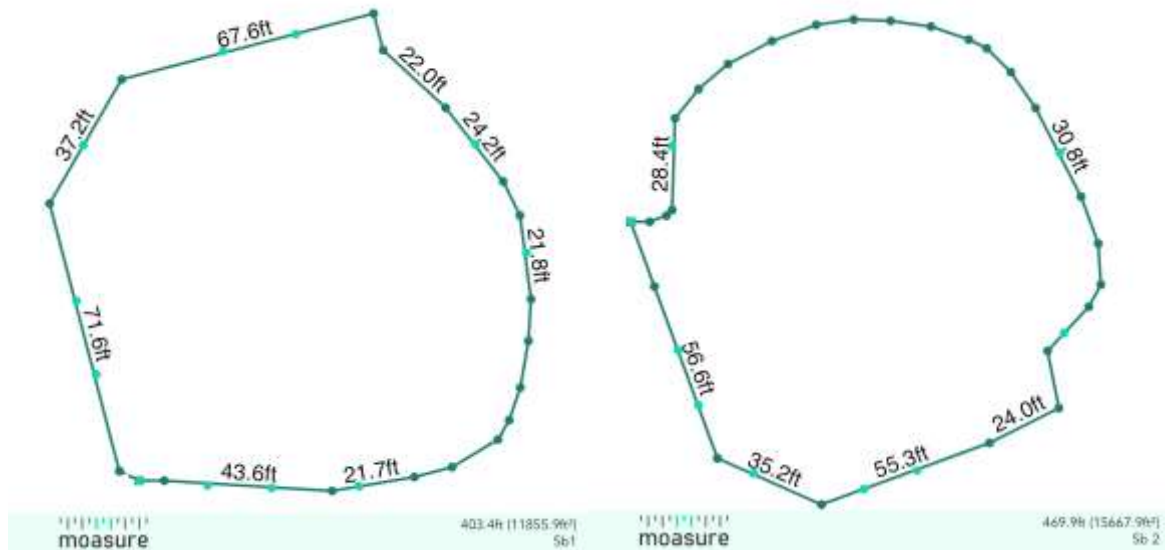
CADdetails.com



ForeverLawn Emerald Coast

210 Tilden Street Northwest
Fort Walton Beach, FL 32548
850.812.3388
foreverlawnec.com

Current Dirt infield footprints





c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

02/28/2024
Quote #
103855-01-02

Morgan Sports Complex Bleacher Shades_R1

City of Destin Park & Rec
Attn: Lisa Firth
4200 Indian Bayou Trail
Destin, FL 32541
Phone: 850-654-5184
Fax: 850-654-8998
lfirth@cityofdestin.com

Ship to Zip 32541

Quantity	Part #	Description	Unit Price	Amount
8	CSD-72238	Superior - 26' x 15' T Cantilever Hip Shade with 10'-6" Eave Height	\$9,213.00	\$73,704.00
1	Dwgs	Superior - Engineered Drawings	\$1,000.00	\$1,000.00
1	INSTALL	Struthers Recreation - Installation of Bleacher Shades	\$60,580.00	\$60,580.00
Contract: OMNIA #2017001134			Sub Total	\$135,284.00
			Discount	(\$2,211.12)
			Freight	\$2,473.00
			Total	\$135,545.88

Comments

Quote is for budgetary purposes only. Utilities must be located with ground penetrating radar prior to site visit and prior to placing the order. Permitting, taxes and bonds are not included.

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

Morgan Sports Complex Bleacher Shades_R1

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Order Information Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at \$1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc be completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Melissa Isbell

Morgan Sports Complex Bleacher Shades_R1

Acceptance of quotation:

SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: **\$135,545.88**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or

Custom Color Selections from www.gametime.com/colors :

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____

Quote

Date: 3-12-24
Expiration date: 9-12-24
To: Lisa Firth
City of Destin

Project: Destin Morgan Sports Complex
Destin, FL
Musco Project Number: 178020

Sourcewell
Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the
following: Sourcewell purchase –
contract number: 041123-MSL

Quotation – Materials Delivered and Turnkey Installation

Lighting

Ball Fields 4-9, Soccer 1-3\$1,323,000.00

If Purchased Separately

Soccer 1-3.....\$358,380.00

Ballfields 4-7.....\$737,825.00

Ballfields 8-9.....\$240,000.00

Sales tax and bonding are not included. Quote is confidential.

SportsCluster – TLC for LED™ Technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50/30 foot-candles for ballfields, 30 Footcandles for Soccer areas
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- 243 Factory aimed and assembled luminaires, including BallTracker® luminaires
- Crossarm assemblies and mounting hardware
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Auxiliary mounting brackets with BallTracker® attachments
- UL listed assemblies
- Enhanced corrosion protection

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms



Quote

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location unless purchased separately.
- Installation per attached Scope of Work.
- Pricing does not include new electrical or controls.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2023, FBC, 150 mi/h, Exposure C.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Danny Sheldon
Senior Sales Rep
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 352.665.0578
E-mail: danny.sheldon@musco.com



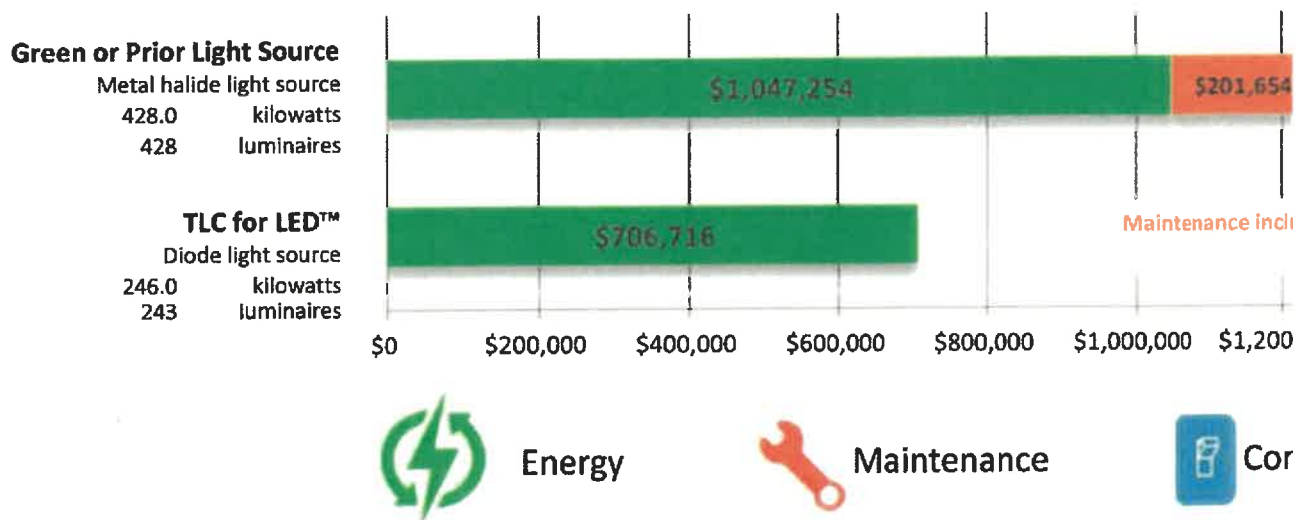
25-Year Cost of Ownership Comparison

Destin Morgan Sports Complex

Park Relight

Lisa Firth

April 16, 2024



How is this possible? Musco's 50 years of developing systems, light control, and application expertise puts more available lumens per watt on the field. Our services team provides all on/off operation, monitoring, and maintenance.

For your budget . . . for the environment

Musco LED



25-Year Ownership Savings

\$542,192



** Equivalent to 100 cars off the road

Assumptions

Annual operating hours

Energy:

Energy cost per kilowatt hour

Park Relight

800

\$0.18

Scope of Work: Light-Structure System™ - Retrofit Installation

Destin Morgan Sports Complex Destin, FL Retrofit Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Remove fencing for access as required.
3. Pay any power company fees and requirements.
4. Pay all permitting fees and obtain the required electrical permitting.
5. Provide area on site for dumpsters and storage containers.

Musco Responsibilities:

1. Provide required electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact locate services for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing surfaces when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.
11. Demo and dispose of existing lighting equipment. Including all fixtures, platforms and cages, etc.

Poles, and Luminaires:

1. Confirm pole locations per aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
3. Ground poles per code requirements and Musco specifications.
4. Energize poles with existing electrical conductors and switchgear.
5. Cut and repair concrete as needed due to grounding. Retro



Scope of Work: Light-Structure System™ - Retrofit Installation

6. Provide start-up and testing of system.

CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the



Scope of Work: Light-Structure System™ - Retrofit Installation

responsibility of the Subcontractor.

- i. Jobsite shall be policed daily for compliance to the above conditions.
- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.

2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.

- a. Review and understand installation instructions are provided with every product installation.
- b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
- c. Verify that components have been assembled per Musco installation instructions.
- d. Verify plumb of concrete foundations prior to standing of poles.

3. PROVIDING A QUALITY INSTALLATION TEAM.

- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
- b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
- c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
- d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.





G&S Glass of Destin, Inc.
4640 Gulfstarr Dr
Destin, FL 32541
t: (850) 424-6111

Proposal

**DUE TO INDUSTRY PRICING
UNCERTAINTY, PROPOSAL VALID
FOR 14 DAYS**

Date	Proposal #
5/21/2024	32657

COMMERCIAL - STOREFRONT and CURTAINWALL

Customer Information	Jobsite Information
Destin Community Center 101 Stahlman Ave. Destin, FL 32541 850-654-5184 LFIRTH@cityofdestin.com	 Rep

G&S GLASS OF DESTIN IS PLEASED TO PROVIDE THE FOLLOWING PROPOSAL

SCOPE OF WORK - ALL SIZES ARE BLOCK SIZES	QTY	Line#	AMOUNT
EXCLUSIONS 1. Standard insurance provisions of G&S Glass of Destin Inc. general liability policy will not be altered to provide coverage on a primary basis in favor of the General Contractor, Owner, or others. 2. Adequate structural support to be provided by others. 3. Interior sealant bead to be done by others. 4. G&S Glass of Destin glass Inc. Is not responsible for minor/major wood rot. 5. Paint, sheetrock, stucco, permit, trim work. 6. Cleaning or Protection of Installed Material. 7. A 50% deposit is required for materials to be ordered. 8. Remaining balance of payment due upon completion. If you have any questions or if we can be of further assistance, please call. G&S Glass of Destin Inc. Sincerely, Dustin Drew Project Manager/ Estimating			

I AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF THIS ESTIMATE

Please sign and return this proposal to G&S Glass of Destin. Orders will not be processed until we receive a 50% Deposit. G&S Glass of Destin Must have a 50% Deposit with a Check or Valid Credit Card on file. The Credit Card will be processed upon completion of project.

Signature _____

Date _____

Total: \$158,000.00

THIS FREE PROPOSAL IS VALID FOR 14 DAYS

Material and labor are included in the rate quoted above. Should modifications be required a new proposal will be prepared for your review. G&S Glass of Destin is fully covered by Florida Workers Comp and General Liability insurances.



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Krystal Strickland, Finance Director

FROM: Troy Williams, Code Compliance Director

DATE: August 5, 2024

SUBJECT: Code Compliance Department Presentation

I. BACKGROUND: The City of Destin Code Compliance Department has gone through a number of changes over the last few years and there seems to be a perception that the code department does not proactively address issues. This presentation is designed to educate people on what the Code Compliance Department has been doing, what it has accomplished in the last 16 months, its current staffing level and challenges, and how we are moving it forward to further increase service to the community.

II. DISCUSSION: From Director Troy Williams:

The Code Compliance Department works to proactively address Code issues around the City. The Code Compliance Department has several duties and responsibilities, such as:

- Short and Long Term Rental registration and enforcement
- Livery Vessel registration and enforcement
- Beach Vendor registration and enforcement
- Parking Enforcement (paid parking, right of way)
- Crossing Guard duties for Destin Elementary
- Stop Work Orders for all of Community Development
- Beach Patrol (beach vending, beach vendor violations, sand holes)
- Harbor & Waterways (patrol, water testing, illegal charters)
- Noise complaints
- General enforcement of all city codes and ordinances

I have included a typical code case work flow to give you some idea of the length and process it takes to resolve an enforcement issue. Additionally, the attached report shows the total number of code cases and separates out the number of proactive code cases.

We are currently on track to surpass last year's total number of code cases, as well as the number of proactive code cases. Additionally, for visual purposes, a map of proactive cases has been included. I believe this unequivocally shows that the code department is being proactive. Additionally, this is also occurring while in the midst of losing staff, in part due to salary limitations and numerous argumentative emails at times by some in the public.

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

II. Enhanced quality of life and safety for families.

III. Economic development and revitalization

IV. Effective, efficient, and aesthetically pleasing infrastructure.

V. Improve mobility and connectivity.

VI. A green and sustainable environment.

VII. Offer livable wages & benefits to attract & maintain a high caliber, qualified staff.

B. Effect on Budget (EOB): This is an informational presentation with no proposed changes in effect on Budget.

There are eight-(8) current openings (Deputy Director, Operations & Training Coordinator, 4-full-time Code Officers and 2-part-time Code Officers. That is half of the authorized Code Compliance Department staffing. While not ideal, the City is currently saving some city funding while those positions are unfilled. However, the available code officer positions are currently posted.

C. Level of Service (LOS): With current staff vacancies, the ability to proactively address code issues and respond to requests for service is reduced.

D. Legislative Sponsor:

III. CONCLUSION: The Code Compliance Department is proactively addressing compliance issues. We must remember that the process of finding, hiring, and training staff is months in the making and requires patience, grace, and understanding. The Code Compliance Department will continue to provide responsive and excellent service to the Destin Community.

IV. RECOMMENDED MOTION: None- Informational Only

Attachments:

1. Code Compliance August 5th, 2024 Update
2. Proactive Code Cases 2024 Map
3. 2024 Code Compliance Stats through 07152024
4. 2023 Code Compliance Department Report
5. Standard Code Compliance Shift Schedule
6. Work flow - Typical Case

Code Compliance UPDATE – August 5th, 2024

Below is an update on code compliance since the beginning of year.

I. Hours of Operation

- a. Monday through Sunday
- b. 7:00 a.m. to 11:00 p.m.
- c. Most Code Departments in Florida do not work on the weekends and only work until 5 p.m.
- d. It is more efficient to have more code officers working during the day when more issues can and need to be addressed.
- e. Officer Safety Issues

II. Responsibilities

- a. Short-term rental registration and compliance
- b. Livery vessel registration and compliance
- c. Investigation of illegal charters
- d. Beach vendor registration and compliance
- e. Crossing guard for Destin Elementary
- f. Parking Enforcement
 - i. Paid parking
 - ii. Rights of Way
- g. Beach Patrol
 - i. Sand holes
 - ii. Ice cream vending
- h. Noise Complainants
- i. Issuance of Stop Work orders
- j. Issuance of Warnings, Citations, Notice of Violations and Notice of Hearings
- k. Case Management
- l. Magistrate Hearings
- m. Assistance with Harbor and Waterways testing

III. Staffing

- a. Council approved hiring five-(5) full-time and two-(2) part-time code officers in the 2024 budget. Those hirings did occur.
- b. Created the Operations & Training Coordinator position.
- c. At this time, there are eight-(8) open code positions to include the Deputy Director and Operations & Training Coordinator (supervision).
- d. We are taking applications to fill those positions.
- e. There are various reasons for these openings.
- f. We rebuilt the department at the end of last year; we can do it again.

IV. Outreach

- a. STR Owner meeting (Jan 11th) w/ subsequent registration process.
- b. Livery Owner meeting (Jan 25th) w/ subsequent registration process.
- c. Beach Vendor meeting (Feb 12th) w/ subsequent registration process.
- d. Big Truck Day (August 2nd).

V. Training

- a. Human Trafficking Awareness (Jan 10th).
- b. Code Compliance hosted the Florida Association of Code Enforcement. Fundamentals of Code Enforcement Class. 8 Destin Code Officers attended (Feb 19th – 23rd).

- c. Crossing Guard Training for Staff (March 26th).
- d. In-house training with Community Development (April 2nd).
- e. Drug Awareness and Resource Availability (April 2nd).
- f. Certified Parking Enforcement Training for 6 (April 22nd & 23rd)

VI. Operational Items

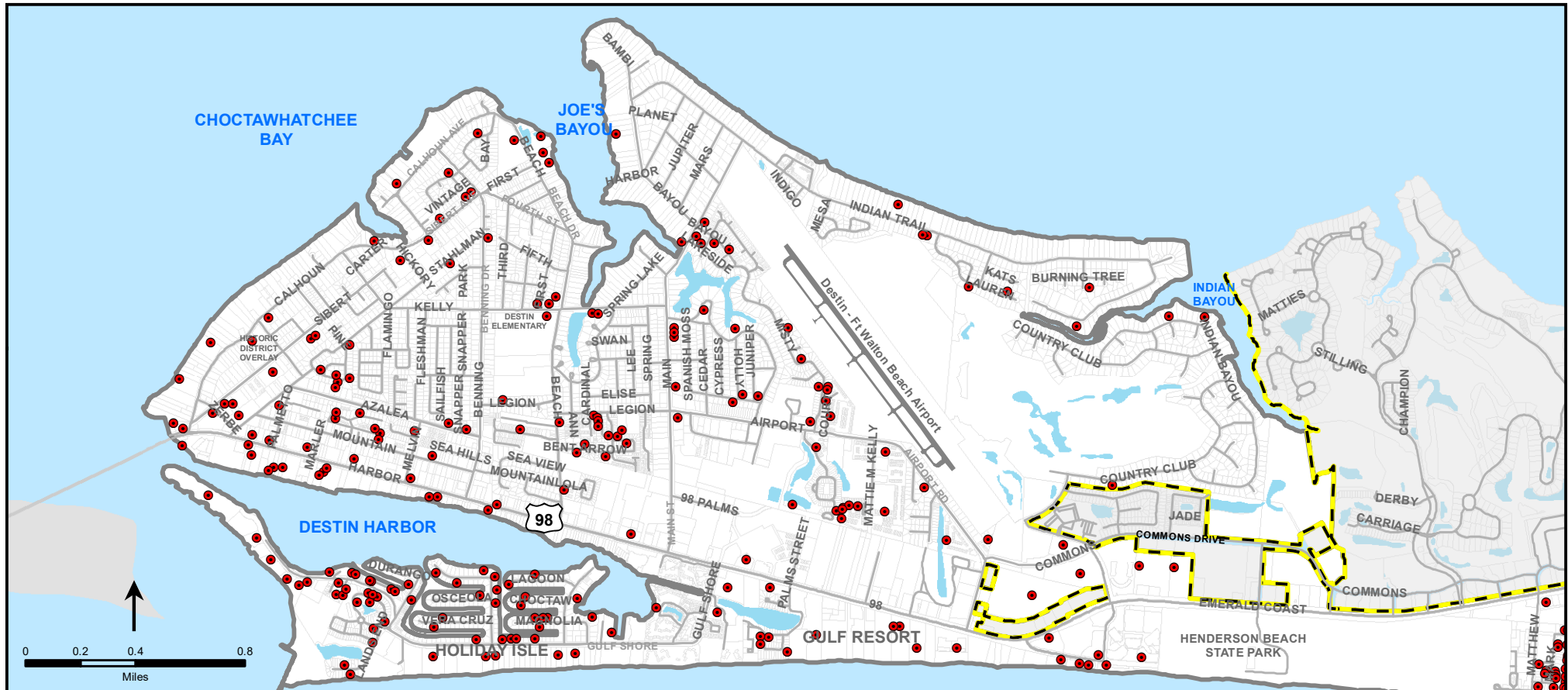
- a. Code Vessel has been used in the Harbor
- b. Beach Patrols have occurred.
 - i. Code Officers have addressed large holes being dug
 - ii. Assisted with finding lost child
- c. Worked with PAWS to address aggressive dogs on/around Kell-Aire
- d. Took 222 Siebert to Magistrate, guilty finding and time given to correct
- e. Code has cases for illegal charter(s), unregistered STRs, violation of the mean high-water line by beach vendors, illegal vending on the beach, light trespass, noise violations, numerous stop work orders issued all around the city.
- f. Received new Code Compliance vehicle
- g. Patrol Zones
 - i. Crystal Beach
 - ii. Holiday Isle / Harbor
 - iii. North of 98
 - iv. Beach

VII. Stats

Year	Cases	Change			
2020	2260	-			
2021	1968	-12.92%			
2022	3461	+75.86%			
2023	5032	+45.39%			
2024	2955	TBD	Through July 2024	On track to beat 2023	

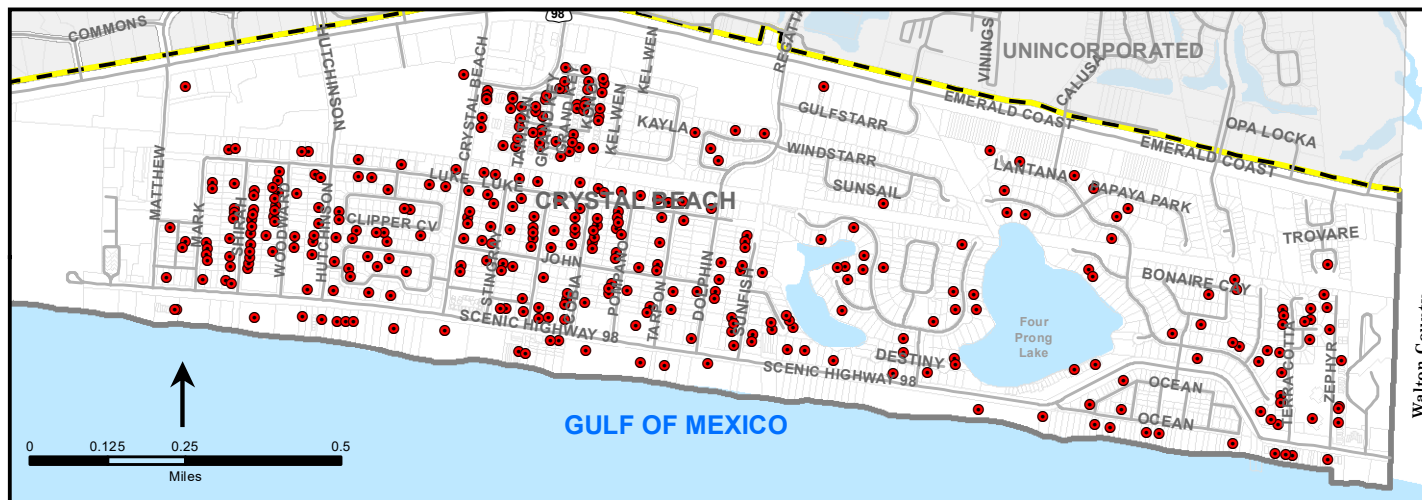
Proactive Cases	Number	Change			
2023	3251	-			
2024	1903	TBD	Through July 2024	On track to beat 2023	

Code Compliance Proactive Cases 2024



▲ West Destin

▼ East Destin



LEGEND

- City Limit Line
- Proactive Cases (1798 as of 06/26/24)

Code Compliance Department Stats for 2024

Code Officer	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Cases	Pd to Pd	NOV	NOH
B. Davis	2	0	7	20	7	36	0	0	0	0	0	0	72	0	0	0
B. Eagar	101	68	124	113	117	110	30	0	0	0	0	0	663	1	7	5
J. Kwiatkowski	99	85	118	93	79	65	20						559	3	4	2
B. Morales	0	4	0	1	0	16	0						21	0	0	0
Robert Hilligoss	71	58	40	72	69	36	11						357	1	4	0
Ross Haynes	0	1	1	0	0	3	0	0	0	0	0	0	5	0	0	0
Allen Smith	122	70	77	50	76	63	21						479	1	3	0
Brian Taylor	24	9	22	12	16	8	0	0	0	0	0	0	91	0	9	1
Rhonda Harrison	13	13	7	11	6	3	1						54	1	2	1
Fritz Reiser	30	12	16	47	39	29	0	0	0	0	0	0	173	8	10	1
Mark McCory	54	33	40	19	28	1	0	0	0	0	0	0	175	0	0	0
Guy Conley	32	0	0	0	0	0	0	0	0	0	0	0	32	0	0	0
Anthony Abrams	0	0	0	87	95	71	21						274	1	0	0
Totals	548	353	452	525	532	441	104						2955			
Proactive cases	390	221	253	354	354	274	57						1903			
Livery Complete					564	0							564			
Beach Vendors	2	48	6	0	0	0							56			
Wheeled Veh	3	15	3	0	0	0							21			
STR-Complete	122	385	293	75	46	8							929			

As of July 15th, 2024



1/4/2024

Code Compliance 2023 Year End Report

Objectives, Accomplishments and Statistics

City of Destin – Code Compliance
Authored by: Director of Code Compliance Troy J. Williams

The City of Destin, Florida is in the Northwestern area of Florida, commonly referred to as “The Panhandle”. The population of the city in the 2020 Census was 13,931. The City of Destin was originally chartered as a municipality under the laws of the State of Florida in 1984. However, the community of Destin, has been in existence for more than one hundred and fifty years, has a long history as a fishing village and as a premier resort destination. The Code Compliance Department is comprised of a Director, Deputy Director, Administrative Assistant, 11 full-time Code Compliance Officers and 2 part-time Code Compliance Officers.

Our stated Mission is: “The Code Compliance Department is composed of trained officers who use a hometown community approach and in doing so, creates strong bonds with our City of Destin residents and visitors. The goal is to strengthen community outreach and gain voluntary compliance through education of City ordinances. Compliance Officers perform a variety of technical duties in support of the City's local code enforcement program.

They monitor and enforce a variety of applicable ordinances, codes, and regulations related to zoning, land use, building codes, public nuisance, short- and long-term rentals, beach vendors, beach management, harbor and waterways, livery vessels, health and safety, blight, and other matters of public concern. They serve as a resource of information on City regulations to property owners, residents, businesses, the public, and other City departments and divisions. In addition to their responsibilities pertaining to Code Compliance, the officers identify and solve problems, establish goals, and define strategies within the community”.

Destin Population (U.S. Census)

Year	Population	Difference
1984	The City of Destin	Established its Charter
1990	8,080	-
2000	11,119	+37.6%
2010	12,305	+10.7%
2020	13,931	+13.2%
2023 Estimate	14,119	+1.3%

Code Compliance Personnel

Year(s)	Staff Added	Authorized Staff Total
1984	The City of Destin	Established its Charter
1988	+1	1
1995	+1	2
2002	+1	3
2016	+1	4
2018	+1	5
2020	+2	7
2021	+2	9
FY 2024	+5-Full Time & 2-Part Time	14-FT & 2-PT

Objective #1: Focus on and Build Upon the Efficiency and Excellence of the Code Compliance Department.

- Completely revamped Probationary Code Compliance Officer Training Manual
- Established the Field Training Officer (FTO) manual
- Established the Field Training Officer stipend
- Redesigned the Code Compliance Officers workspace for better flow and efficiency
- Named new Deputy Director of Code Compliance
- Created the Operations & Training Coordinator position
- Conducted needed Staff Meetings
- Ensured Code Compliance Department was working to support the City's Strategic Plan and Objectives
- Required completion of FEMA's Professional Development Series
- Received approval for additional staff of 5 full-time and 2 part-time Code Compliance Officers
- Conducted Hiring Processes with Human Resources (HR) to Fill Vacancies
- Worked closely with Informational Technology (IT) to aid Code Compliance Officers with IT needs
- Established Monthly Inspection Form and Protocols for Code Compliance vehicles
- Streamlined Livery Vessel Registration
- Acquired access to the DAVID System for Code Compliance Officers
- Reviewed and Updated Internal Code Compliance Operating Procedures
- Created Towing Operating Instructions
- Created Bomb Threat Procedures Operating Instructions
- Created Pepper Spray Operating Instructions
- Created Vehicle Lockout Operating Instructions
- Completed Code Compliance Department Budget Process and Capital Projects FY2024
- Provided updates to Code Compliance Management Directives for Strategic Plan

Objective #2: Strive for and Encourage High Morale and Professional Development.

- Established Code Compliance Employee of the Quarter
- Issued numerous Letters of Commendation or Appreciation to Code Compliance Staff
- Recommended Code Compliance Officer for Destin Employee of the Year
- Code Compliance Officers attained Parking Enforcement Certification
- Code Officer Attended/Graduated from FACE Legal Aspects of Code Enforcement
- Code Officer attained Code Safety Specialist designation
- Established Code Compliance Library of Professional Development
- Taught Active Shooter Survival to Destin City Staff (July 12th)
- Participated in Defensive Driving Training
- Participated in Turtle Lighting Training
- Participated in Crossing Guard Training
- Conducted In-house training with Community Development (July 7th)
- Selected by Florida Association of Code Enforcement for Destin to be a Host Site for Training in Feb 2024

Objective #3: Ensure Public Safety Needs, Awareness and Concerns are met.

- Participated in the Short-Term Rental Impact Committee

- Assisted in Water Testing of Destin Harbor Waterways
- Conducted Joe's Bayou Usage Study
- Added Security Camera to Joe's Bayou w/ Live Feedback to Code Compliance Office
- Added Access to Monitor City Hall Security Cameras for Increased Security Posture
- Assisted with Removal of two Derelict Vessels from Destin Beaches
- Held Beach Vendor Meetings
- Obtained a "guilty" determination by Judge for a beach vendor violating the 20-foot rule
- Assumed all Crossing Guard duties for Destin Elementary School (December 18th)
- Provided Assistance to the 4th of July Holiday efforts in Destin
- Increased overall response to Citizen Complaints

Objective #4: Build and Uphold Positive Public Image and Increase Community Outreach and Involvement.

- Conducted Code Compliance Workshop (October 23rd)
- Worked w/ Director of Public Information to publish two articles on the Code Compliance Department
- Updated Code Compliance Information on City Website
- Added Beach Flags to Code Compliance Gator
- Participated in Big Truck Day
- Participated in Destin Christmas Parade (December 9th)
- Assigned Code Compliance Officer to attend Public Works and Safety meetings
- Established Code Compliance Pillars of Legitimacy and Trust

Objective #5: Provide Officers with Necessary Tools and Equipment to Effectively Address the Requirements of Pro-Active Policing.

- Purchased Portable Radios
- Purchased Rescue Discs
- Purchased Bull Horns for all Code Vehicles
- Purchased Portable Floatation Device (PFD)
- Purchased Lockout Tool Kit
- Purchased Trauma Kits
- Acquired Narcan for Officers
- Purchased CPR masks for Code Compliance vehicles
- Purchased Life Vac Anti-Choking Device for Code Compliance vehicles
- Purchased Noise Level Testing Devices
- Purchased Pepper Spray for Officer Safety
- Purchased Safety Lights for Night Shift Officers
- Acquired additional Pay to Park Citation Machine



Destin Life Article on new equipment



Code Compliance Workshop



City Open House



Life Vac



Rescue Disc



Trauma Kit



Lockout Kit



Portable Flotation Device (PFD)



Portable Radio



Safety Light

Activity	2015	2016	2017	2018	2019	2020	2021	2022	2023
Total Cases	609	1009	1037	890	2422	2260	1968	3461	5032
Paid to Park Citations	-	-	-	-	-	-	330	164	399
Verbal Warnings	-	-	-	-	-	-	575	697	1182
Registration	2015	2016	2017	2018	2019	2020	2021	2022	2023
STR Registrations Approved	440	407	634	984	922	959	917	973	1,135
LTR Registrations Approved	241	172	59	372	424	292	203	146	159
Livery Vessel Registration Approved							484	383*	401
Beach Vendor Registration Approved			36	36	41	47	59	53	49

*Sea Chase and La Dolce Vita switched locations, thus delaying the registration process and Wet-n-Wild added to their fleet all of which accounts for the fluctuation in the numbers.

**While the listed stats/numbers should be fairly accurate it must be noted that with substantial personnel changes over the years and our software system changing a few times it has probably led to some inconsistencies and thus there is a slight margin of error.

CODE SCHEDULE

Updated
07/10/24

Employee Name	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Column1	Column2	Column3	TOTAL
Troy Williams (CCD)	off	7a-4p	7a-4p	7a-4p	7a-4p	7a-4p	off				7
Darlene Lebold (AA)	off	7a-4p	7a-4p	7a-4p	7a-4p	7a-4p	off				7
Open Deputy Director											0
Open Ops & Train. Co.											0
Billy Morales	off	8a-5p	8a-5p	8a-5p	8a-5p	8a-5p	off				7
Rhonda Harrison	off	7a-4p	7a-4p	7a-4p	7a-4p	7a-4p	off				7
Robert Hilligoss	off	off	7a-4p	7a-4p	7a-4p	7a-4p	7a-4p				7
Antonio Abrams	7a-4p	7a-4p	7a-4p	7a-4p	off	off	7a-4p				7
Jeramy Kwiatkowski	off	off	2p-11p	2p-11p	2p-11p	2p-11p	2p-11p				7
Allen Smith	2p-11p	2p-11p	2p-11p	2p-11p	2p-11p	off	off				7
Open Full-time Officer											0
Open Full-time Officer											0
Open Full-time Officer											0
Open Full-time Officer											0
Open Part-time Officer											0
Open Part-time Officer											0
Number of Staff per day								Average Per Day =			0
Number of Hours work per day								Total Hours =		Average =	0

CODE SCHEDULE

TUESDAY										For the Week of: #REF!	
										Department Name:	#REF!
Employee Name	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	Sick?	TOTAL
Kelly F	manager	manager	manager	manager	manager	manager	manager	manager	manager		9
Tom Y		cashier	cashier	cashier	cashier						4
James S		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Jon M		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Sean P										Sick	0
Teresa A						cashier	cashier	cashier	cashier		4

CODE SCHEDULE

WEDNESDAY										For the Week of: #REF!	
										Department Name:	#REF!
Employee Name	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	Sick?	TOTAL
Kelly F	manager	manager	manager	manager	manager	manager	manager	manager	manager		9
Tom Y		cashier	cashier	cashier	cashier						4
James S		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Jon M		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Sean P										Sick	0
Teresa A						cashier	cashier	cashier	cashier		4

CODE SCHEDULE

THURSDAY										For the Week of: #REF!	
										Department Name:	#REF!
Employee Name	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	Sick?	TOTAL
Kelly F	manager	manager	manager	manager	manager	manager	manager	manager	manager		9
Tom Y		cashier	cashier	cashier	cashier						4
James S		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Jon M		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Sean P										Sick	0
Teresa A						cashier	cashier	cashier	cashier		4

CODE SCHEDULE

FRIDAY										For the Week of: #REF!	
										Department Name:	#REF!
Employee Name	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	Sick?	TOTAL
Kelly F	manager	manager	manager	manager	manager	manager	manager	manager	manager		9
Tom Y		cashier	cashier	cashier	cashier						4
James S		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Jon M		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Sean P										Sick	0
Teresa A						cashier	cashier	cashier	cashier		4

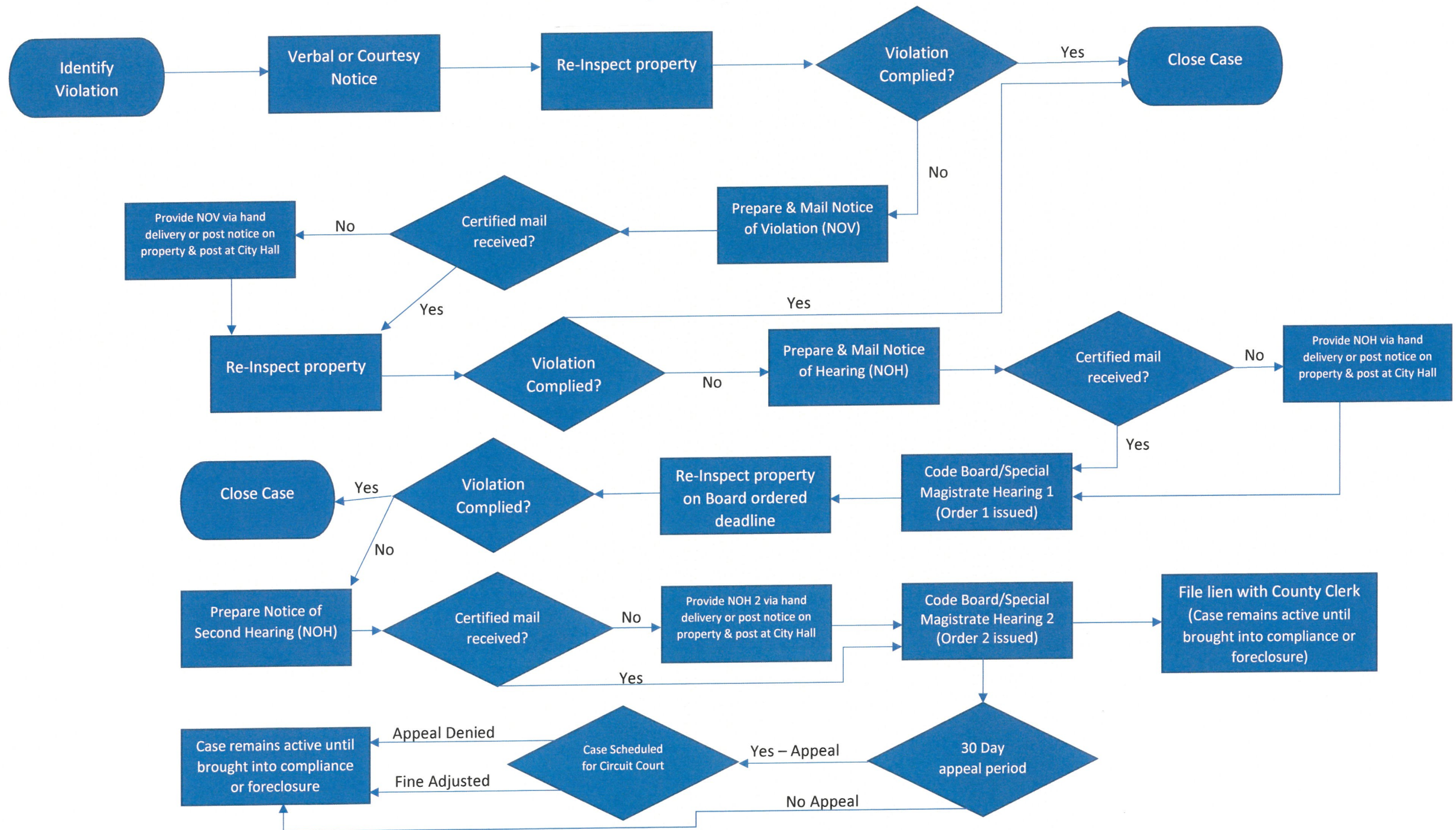
CODE SCHEDULE

SATURDAY									For the Week of: #REF!		
									Department Name:	#REF!	
Employee Name	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	Sick?	TOTAL
Kelly F	manager	manager	manager	manager	manager	manager	manager	manager	manager		9
Tom Y		cashier	cashier	cashier	cashier						4
James S		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Jon M		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Sean P										Sick	0
Teresa A						cashier	cashier	cashier	cashier		4

CODE SCHEDULE

SUNDAY										For the Week of: #REF!	
										Department Name:	#REF!
Employee Name	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	Sick?	TOTAL
Kelly F	manager	manager	manager	manager	manager	manager	manager	manager	manager		9
Tom Y		cashier	cashier	cashier	cashier						4
James S		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Jon M		front desk	front desk	front desk	front desk	front desk	front desk	front desk			7
Sean P										Sick	0
Teresa A						cashier	cashier	cashier	cashier		4

Code Enforcement Workflow – Typical Case



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Louis Zunguze, City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: July 25, 2024

SUBJECT: 2024 Debt Issuance RFQ Underwriters and Bank Loan

I. BACKGROUND: On June 3, 2024, staff brought forth a debt issuance update to Council confirming amount to borrow and proposing a timeline, process, and choice of an SEC licensed broker (underwriter). Council made three motions:

1. Council moved to approve issuance of \$25 million to underground overhead utilities from the Marler Bridge to Airport Road, to complete construction of the Cross Town Connector, and for purchase of 1 Harbor Blvd.
2. Council directed staff to undertake a competitive solicitation for either a bank loan or an underwriter.
3. Council directed staff to bring back an adjusted timeline for the 2024 debt issuance to include additional time needed to develop and route competitive solicitations.

At the July 22, 2024 Regular Council meeting, staff brought forth a draft RFQ for Underwriting Professional Services and ITN to negotiate potential bank loan. At this meeting a motion was made to bring back revised RFQ and ITN to the August 5, 2024 regular council meeting.

Next Steps and Timing -Competitive solicitations for Underwriting Services AND Bank Financing

August 7: Release the RFQ and ITN

September 4: Bid Opening

September 5: Bid Committee Review

September 16: Present results and recommendations to Council

IF Bank Loan is selected, negotiation/documentation with selected bank can commence. Financing documents are expected to be brought to Council for approval on October 7th with closing to occur October 10th.

IF Negotiated Public Issuance with Underwriter is chosen, the financing process is expected to take 90-100 days to close:

- Month 1 (Sept/Oct): Staff will work with Bond Disclosure Counsel to write the Preliminary Official Statement (POS). The Financial Advisor and Finance Director will discuss bond ratings and potential bond insurance with the Underwriter.
- Month 2 (Oct/Nov): Informational packets will be routed to any chosen bond rating agencies and bond insurers. Calls will be set between City Management and any rating agencies to get the bond rating process underway.
- Month 3 (Nov/Dec): Financing documents and a substantially final POS will be brought forth to Council for review and approval (60-70 days from process initiation). Upon approval, the POS will be routed to potential investors for 7-10 days prior to the pricing date. Pricing to closing usually takes up to three weeks.

II. DISCUSSION: Attached, please find a REVISED Request for Qualifications (RFQ) to be routed to Underwriters and to be listed on DemandStar and BeaconBid for nationwide advertising, and advertised in the NW Florida Daily News.

Please also find attached a REVISED Invitation to Negotiate (ITN) to be routed to Banks that hold current BTRs with the City of Destin and that have approached the City with interest in lending over the past 24 months. This Invitation to Negotiate will also be listed on DemandStar and BeaconBid for nationwide advertising, and advertised in the NW Florida Daily News.

Changes from July 22, 2024 DRAFTs

Both items have been updated to alert both Banks and Underwriters that the City is looking at both bank loans and public bond issuance options.

Both items have been updated to inform respondents that the top three firms from each category (banks and underwriters) are expected to attend the September 16, 2024 council meeting to discuss their proposals.

Underwriter RFQ has been updated to explicitly request Underwriter's estimated interest rate ranges based on their perception of City's potential credit rating.

Bank ITN has been updated to explicitly request a variety of rates and structures, including potential to renegotiate rates after 5 years.

The relined and clean versions are attached.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The effect on budget will be estimated based upon responses and will be provided at the September 16, 2024 council meeting.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends issuance of the attached RFQ and ITN as per the timeline presented above, to release on August 7, 2024.

IV. RECOMMENDED MOTION: I move to release the RFQ and the ITN as proposed on August 7, 2024.

Attachments:

1. ITN - Destin FL - 2024 CBA Bank Loan_5_Clean 2024 0731
2. ITN - Destin FL - 2024 CBA Bank Loan_5 (redline)_Incorporating City and Ford Comments 2024 0731
3. 2024 RFQ for Underwriter - Destin_5 Clean_ 2024 0731
4. 2024 RFQ for Underwriter - Destin_5 (redline)_Incorporating City and Ford Comments_ 2024 0731

INVITATION TO NEGOTIATE: Tax-Exempt Loan Financing

City of Destin, Florida

\$25,000,000*

Non-Ad Valorem Revenue Note, Series 2024A

The City of Destin, Florida (the "City") is seeking direct, tax-exempt loan financing from a qualified financial institution (a "Lender") in the form of a Non-Ad Valorem Revenue Note, Series 2024A (the "2024A Note"). Concurrently with the release of this Invitation to Negotiate ("ITN"), the City has released a Request for Qualifications for Underwriting Services to evaluate a publicly offered, tax-exempt, bond issue as an alternative financing vehicle.

Use of Proceeds

Proceeds of the 2024A Note will be used i) to reimburse expenditures made for the acquisition of property within the City, and ii) to finance the cost of various capital improvements within the City, and iii) to pay costs of issuance.

Tax Status of the 2024A Note

Interest on the 2024A Note will be exempt from Federal income taxes. The 2024A Note will NOT be designated as a qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code, as amended.

Security / Source of Repayment

The 2024A Note and interest thereon will be payable solely from and secured by a covenant to budget and appropriate legally available non-ad valorem revenues, subject to customary caveats. Excerpts from the City's Ordinance No. 21-11-CN, which authorized issuance of the City's \$10,600,000 Non-Ad Valorem Refunding Revenue Note, Series 2021 (the "2021 Note"), may be found in Appendix B. The City intends to use the 2021 Note as the basis for documentation of the 2024A Note.

Structure / Interest Calculation

The City is requesting four scenarios, including 15-year and 20-year amortizations structured for level annual debt service, with interest rates set to final maturity, as well as 15-year and 20-year amortizations structured for level annual debt service, with 5-year interest rate resets.

The City prefers to pay debt service via automatic debit, on the 15th day of the month, and is amenable to various payment schedules (monthly, quarterly, semiannually). Interest shall be calculated using a fixed rate and, preferably, using a 360-day year consisting of twelve 30-day months. Estimated 15-year and 20-year amortization schedules for the 2024A Note can be found in Appendix A.

Other

The City reserves the right to request that the top three (3) ranked firms attend the City Council meeting on September 16th, 2024 at 6pm Central to present their proposals in person. The meeting will be held in Council Chambers located at 4100 Indian Bayou Trail, Destin, FL 32541. The City reserves the right to waive minor informalities in any response, to accept any response which the City considers to be in the best public interest, and to reject any part of, or any and all responses. Responses will be evaluated based upon the lowest cost and terms most favorable to the City as determined by the City in its sole and absolute discretion.



The City is represented by Romano Kopp Law P.A. (General Counsel), Bryant Miller Olive P.A. (Bond Counsel), and Ford & Associates, Inc. (Municipal Advisor). The financing will be a loan from a commercial bank or credit union and the City is not preparing any disclosure information. Ford & Associates, Inc. is serving in the sole capacity of municipal advisor to the City and not as a placement agent for the transaction.

Anticipated Financing Schedule (preliminary; subject to change)

08/07/2024	ITN Distribution
08/22/2024	Deadline for Questions Regarding ITN
09/04/2024	Responses due by 3:00PM Central
09/05/2024	Bid Committee evaluation
09/16/2024	Council Meeting for Transaction Consideration
10/10/2024	Closing

The City reserves the right to alter, modify, and amend this schedule in its sole and absolute discretion.

Cone of Silence

Communication regarding this ITN shall be limited to the submission of questions as described herein. Other than questions submitted via email to the individuals listed below, potential respondents shall not contact or otherwise discuss this ITN with employees, officers, or agents of the City, nor with its advisors or counsels unless contacted by the same in response to a question submitted via email as described below. Any attempts to influence the outcome of the City's evaluation will result in rejection of that firm's response.

Questions

Any questions concerning this ITN should be submitted to the City Clerk and the City's Financial Advisor no later than August 22, 2024 at the following email addresses:

rbailey@cityofdestin.com
jonford@fordassocinc.com
jwford@fordassocinc.com
wreed@fordassocinc.com

Audited Financial Statements and Budget Documents

The City's annual budgets may be accessed at the following web address by using the menus on the left side: <https://www.cityofdestin.com/DocumentCenter/Home/Index/65>. Once there, click on "Finance," then click on "Budget."

The City's audited annual financial statements may be accessed at the following web address by using the menus on the left side: <https://www.cityofdestin.com/DocumentCenter/Home/Index/67>. Once there, click on "Finance," then click on "Audit."



Submittal Requirements

1. Respondents should submit one (1) original and one (1) electronic copy in searchable PDF format on a USB drive, contained in a sealed envelope no later than **3:00PM Central on September 4, 2024** to the following address:

Destin City Clerk
4200 Indian Bayou Trail
Destin, FL 32541

Responses will be opened at the time of the submission deadline. It is the respondent's responsibility to ensure timely arrival of their response.

2. Please describe your firm's physical and corporate presence in Florida, and specifically in Okaloosa County and the broader Florida Panhandle.
3. Lenders should provide pricing details for each of the following financing options they are willing to provide. The City will consider annual, semiannual, quarterly, or monthly payment frequency. Day count method will be assumed to be 30/360 unless otherwise stated.
 - i) 15-year amortization, 15-year rate, level annual debt service
 - ii) 15-year amortization, 5-year rate, level annual debt service
 - iii) 20-year amortization, 20-year rate, level annual debt service
 - iv) 20-year amortization, 5-year rate, level annual debt service

If the interest rate(s) proposed are indicative, the Lender must state when and how the ultimate rate might be determined and locked. Lenders are requested to hold their rates through October 10, 2024. Lenders who agree to hold their proposed interest rate constant from the due date to the closing date will be viewed more favorably than Lenders proposing rates subject to change. Lenders are invited to propose alternative structures they believe could be beneficial or desirable for the City.

4. The Lender must include all costs, fees, and expenses of the Lender and a cap on any counsel's fees and expenses of the Lender. The City will include all such items in calculating the net cost of the response.
5. The City places a high priority on its ability to make prepayments on the 2024A Note without penalty. The Lender must specify whether the 2024A Note is subject to prepayment at the option of the Lessee and, if so, the terms of such prepayment. Inexpensive and early optional prepayment will be considered more favorable to the City.
6. The Lender must specify key terms and conditions associated with any potential loan being offered as part of their response. Such terms should include covenants, requirements, additional fees or expenses, default provisions, and provisions related to potential changes in interest rate.
7. The Lender must provide the name and contact information for one (1) other local government, preferably in Florida, that the Lender has provided financing for, and the City may contact as a reference.



8. The successful Lender shall also be required to provide the Lessee with truth-in-bonding statement and disclosure letter satisfying the requirements of Section 218.385(1), Florida Statutes and a certification enabling the City to determine the issue price for purposes of the Internal Revenue Code of 1986, as amended.
9. The City cannot accept provisions that are legally problematic under Federal or Florida law, nor any provisions that could adversely impact (or create the appears of an adverse impact on) other debtholders. Such provisions include, but are not limited to, acceleration of principal, cross-default, and yield maintenance provisions not limited in scope and/or linked to factors outside the control of the City.
10. The City reserves the right to negotiate all terms and conditions as part of its evaluation, and such terms and conditions are subject to approval of the City's General Counsel and Bond Counsel.

Other Information

Responses will be evaluated based on a combination of lowest cost, greatest flexibility, and terms most advantageous to the City, in the City's sole judgement. The City reserves the right to accept or reject any or all responses submitted and to waive informalities and minor irregularities in any response reviewed and to request resubmission.

All terms and conditions required by respondents should be included within their response. The City will not accept provisions that would result in changes in the interest rate resulting from events or circumstances outside of the City's control.

All costs of responding to this ITN are the responsibility of each respondent and may not be charged to the City, either directly or indirectly. All fees and expenses, including legal fees of each respondent, are on a contingency basis and shall only be paid if and when the financing closes. Any dispute concerning the timeliness of a response shall be resolved against the respondent.

All applicable laws and regulations of the State of Florida and policies and resolutions of the City will apply to any resulting agreement.

Prior to any closing of the 2024A Note, the Lender selected by the City must provide the City with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes and a Truth-In-Bonding Statement pursuant to Section 218.385(2), Florida Statutes.

The Lender selected by the City will be required to make certain certifications at closing, including certificates necessary for Bond Counsel to deliver their opinion, and to the effect of the following:

- We are engaged in the business of entering into loan transactions similar to the 2024A Note.
- We are purchasing the 2024A Note for our own account (or the account (s) of our banking affiliates) for investment purposes and not for resale; provided, however, that subject to our compliance with federal and state securities laws applicable to us and the transfer restrictions set forth in the 2024A Note, we reserve the right to transfer the 2024A Note or any part thereof or interest therein at any time in our sole discretion. The interest rate represented by the 2024A Note was negotiated pursuant to an arms-length transaction. The full principal amount represented by the 2024A Note will be advanced by the Lender on this date to the City.



- We are a [bank/bank subsidiary] and we have sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, to be capable of evaluating the merits and risks of our investment in the 2024A Note.
- We are able to bear the economic risk of our investment in the 2024A Note.
- We understand, acknowledge, and agree that the 2024A Note has not been and will not be registered under the 1933 Act or the securities or Blue Sky laws of any state and are not listed on any stock or securities exchange.
- We understand that no offering statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the City or the 2024A Note is being or has been prepared, and that, with due diligence, we have made our own inquiry and analysis with respect to the City, the 2024A Note, and the security therefor.
- We have received all financial and other information regarding the City that we have requested and which we consider relevant or necessary to make an informed decision to invest in the 2024A Note. We have made our own inquiry into the creditworthiness of the City, we have received all the information that we have requested from the City or any agents or representatives thereof, and we have been afforded a reasonable opportunity to ask questions about the terms and conditions of the offering, the 2024A Note, the security therefor, and the City.
- We understand that Ford & Associates, Inc. serves as municipal advisor to the City and represents solely the interests of the City and not those of the lender.



Appendix A

Estimated Loan Amortization Schedules

15-Year Amortization	
Term	Principal
1	\$ 1,235,000
2	1,286,000
3	1,339,000
4	1,395,000
5	1,453,000
6	1,513,000
7	1,576,000
8	1,641,000
9	1,709,000
10	1,780,000
11	1,854,000
12	1,931,000
13	2,011,000
14	2,095,000
15	2,182,000
	<u>\$ 25,000,000</u>

Avg Life = 8.75 years

20-Year Amortization	
Term	Principal
1	\$ 789,000
2	825,000
3	863,000
4	903,000
5	944,000
6	988,000
7	1,033,000
8	1,080,000
9	1,130,000
10	1,182,000
11	1,236,000
12	1,293,000
13	1,353,000
14	1,415,000
15	1,480,000
16	1,548,000
17	1,619,000
18	1,694,000
19	1,772,000
20	1,853,000
	<u>\$25,000,000</u>

Avg Life = 11.97 years

All figures are estimated and subject to change.



Appendix B

Selected Excerpts from the Ordinance No. 21-11-CN

"Ad Valorem Revenues" means all revenues of the Issuer derived from the levy and collection of ad valorem taxes.

"Non-Ad Valorem Revenues" means all legally available revenues of the Issuer other than Ad Valorem Revenues.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein, and amounts on deposit from time to time in the Debt Service Fund and the Project Fund as provided herein.

SECTION 7. Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of any Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 8. Covenant to Budget and Appropriate; Further Assurance. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund (hereinafter created) amounts sufficient to pay principal of and interest on the Note and all other payments due hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such appropriations in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Ordinance to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or



lien upon any assets owned by the Issuer and no Owner of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Ordinance or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Ordinance nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

There is hereby created and established the "City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2021 Debt Service Fund" (the "Debt Service Fund"), which fund shall be a trust fund held by the City Clerk, which shall be held solely for the benefit of the Owner as provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Ordinance shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Owner of the Note. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

Until applied in accordance with this Ordinance, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Note.



INVITATION TO NEGOTIATE: Tax-Exempt Loan Financing

City of Destin, Florida

\$25,000,000*

Non-Ad Valorem Revenue Note, Series 2024A

The City of Destin, Florida (the "City") is seeking direct, tax-exempt loan financing from a qualified financial institution (a "Lender") in the form of a Non-Ad Valorem Revenue Note, Series 2024A (the "2024A Note"). Concurrently with the release of this Invitation to Negotiate ("ITN"), the City has released a Request for Qualifications for Underwriting Services to evaluate a publicly offered, tax-exempt, bond issue public offering as an alternative financing vehicle.

Use of Proceeds

Proceeds of the 2024A Note will be used i) to reimburse expenditures made for the acquisition of property within the City, and ii) to finance the cost of various capital improvements within the City, and iii) to pay costs of issuance.

Tax Status of the 2024A Note

Interest on the 2024A Note will be exempt from Federal income taxes. The 2024A Note will NOT be designated as a qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code, as amended.

Security / Source of Repayment

The 2024A Note and interest thereon will be payable solely from and secured by a covenant to budget and appropriate legally available non-ad valorem revenues, subject to customary caveats. Excerpts from the City's Ordinance No. 21-11-CN, which authorized issuance of the City's \$10,600,000 Non-Ad Valorem Refunding Revenue Note, Series 2021 (the "2021 Note"), may be found in Appendix B. The City intends to use the 2021 Note as the basis for documentation of the 2024A Note.

Structure / Interest Calculation

The City is requesting four structure scenarios, including 15-year and 20-year amortizations structured for level annual debt service, with interest rates set to final maturity, as well as 15-year and 20-year amortizations structured for level annual debt service, with 5-year interest rate resets. rate indication for two amortization options:

15-year amortization structured for level annual debt service

20-year amortization structured for level annual debt service

The City prefers to pay debt service via automatic debit, on the 15th day of the month, and is amenable to various payment schedules (monthly, quarterly, semiannually). Interest shall be calculated using a fixed rate and, preferably, using a 360-day year consisting of twelve 30-day months. An eEstimated 15-year and 20-year amortization schedules for the 2024A Note can be found in Appendix A.

Other



The City reserves the right to request that the top three (3) ranked firms attend the City Council meeting on September 16th, 2024 at 6pm Central to present their proposals in person. The meeting will be held in Council Chambers located at 4100 Indian Bayou Trail, Destin, FL 32541. The City reserves the right to waive minor informalities in any response, to accept any response which the City considers to be in the best public interest, and to reject any part of, or any and all responses. Responses will be evaluated based upon the lowest cost and terms most favorable to the City as determined by the City in its sole and absolute discretion.

The City is represented by Romano Kopp Law P.A. (General Counsel), Bryant Miller Olive P.A. (Bond Counsel), and Ford & Associates, Inc. (Municipal Advisor). The financing will be a loan from a commercial bank or credit union and the City is not preparing any disclosure information. Ford & Associates, Inc. is serving in the sole capacity of municipal advisor to the City and not as a placement agent for the transaction.

Anticipated Financing Schedule (preliminary; subject to change)

08/07/2024	ITN Distribution
08/22/2024	Deadline for Questions Regarding ITN
09/04/2024	Responses due by 3:00PM Central
09/05/2024	Bid Committee evaluation
09/16/2024	Council Meeting for Transaction Consideration
10/10/2024	Closing

The City reserves the right to alter, modify, and amend this schedule in its sole and absolute discretion.

Cone of Silence

Communication regarding this ITN shall be limited to the submission of questions as described herein. Other than questions submitted via email to the individuals listed below, potential respondents shall not contact or otherwise discuss this ITN with employees, officers, or agents of the City, nor with its advisors or counsels unless contacted by the same in response to a question submitted via email as described below. Any attempts to influence the outcome of the City's evaluation will result in rejection of that firm's response.

Questions

Any questions concerning this ITN should be submitted to the City Clerk and the City's Financial Advisor no later than August 22, 2024 at the following email addresses:

rbailey@cityofdestin.com
jonford@fordassocinc.com
jwford@fordassocinc.com
wreed@fordassocinc.com
jonford@fordassocinc.com

Audited Financial Statements and Budget Documents

The City's annual budgets may be accessed at the following web address by using the menus on the left side: <https://www.cityofdestin.com/DocumentCenter/Home/Index/65>. Once there, click on "Finance," then click on "Budget."

The City's audited annual financial statements may be accessed at the following web address by using the menus on the left side:



<https://www.cityofdestin.com/DocumentCenter/Home/Index/67>. Once there, click on "Finance," then click on "Audit."



Submittal Requirements

1. Respondents should submit one (1) original and one (1) electronic copy in searchable PDF format on a USB drive, contained in a sealed envelope no later than **3:00PM Central on September 4, 2024** to the following address:

Destin City Clerk
4200 Indian Bayou Trail
Destin, FL 32541

Responses will be opened at the time of the submission deadline. It is the respondent's responsibility to ensure timely arrival of their response.

2. Please describe your firm's physical and corporate presence in Florida, and specifically in Okaloosa County and the broader Florida Panhandle.

- ~~2. The Lender must be able to close and fund the 2024A Note on or about October 10, 2024 (subject to change). Lenders who agree to hold their proposed interest rate constant from the due date to the closing date without a breakage fee may be viewed more favorably than Lenders proposing rates subject to market movement.~~

3. Lenders should provide pricing details for each of the following financing options they are willing to provide. The City will consider annual, semiannual, quarterly, or monthly payment frequency. Day count method will be assumed to be 30/360 unless otherwise stated.

- i) 15-year amortization, 15-year rate, level annual debt service
- ii) 15-year amortization, 5-year rate, level annual debt service
- iii) 20-year amortization, 20-year rate, level annual debt service
- iv) 20-year amortization, 5-year rate, level annual debt service

If the interest rate(s) proposed are indicative, the Lender must state when and how the ultimate rate might be determined and locked. Lenders are requested to hold their rates through October 10, 2024. Lenders who agree to hold their proposed interest rate constant from the due date to the closing date will be viewed more favorably than Lenders proposing rates subject to change. Lenders are invited to propose alternative structures they believe could be beneficial or desirable for the City.

- ~~3.4.~~ The Lender must include all costs, fees, and expenses of the Lender and a cap on any counsel's fees and expenses of the Lender. ~~Such figures will be used~~The City will include all such items in calculating the net cost of the response.

- ~~4.5.~~ The City places a high priority on its ability to make prepayments on the 2024A Note without penalty. The Lender must specify whether the 2024A Note is subject to prepayment at the option of the Lessee and, if so, the terms of such prepayment. Inexpensive and early optional prepayment will be considered more favorable to the City.

- ~~5.6.~~ The Lender must specify key terms and conditions associated with any potential loan being offered as part of their response. Such terms should include covenants, requirements, additional fees or expenses, default provisions, and provisions related to potential changes in interest rate.



- 6.7. The Lender must provide the name and contact information for one (1) other local government, preferably in Florida, that the Lender has provided financing for and the City may contact as a reference.
- 7.8. The successful Lender shall also be required to provide the Lessee with truth-in-bonding statement and disclosure letter satisfying the requirements of Section 218.385(1), Florida Statutes and a certification enabling the City to determine the issue price for purposes of the Internal Revenue Code of 1986, as amended.
- 8.9. The City cannot accept provisions that are legally problematic under Federal or Florida law, nor any provisions that could adversely impact (or create the appears of an adverse impact on) other debtholders. Such provisions include, but are not limited to, acceleration of principal, cross-default, and yield maintenance provisions not limited in scope and/or linked to factors outside the control of the City.
- 9.10. _____ The City reserves the right to negotiate all terms and conditions as part of its evaluation, and such terms and conditions are subject to approval of the City's General Counsel and Bond Counsel.



Other Information

Responses will be evaluated based on a combination of lowest cost, greatest flexibility, and terms most advantageous to the City, in the City's sole judgment. The City reserves the right to accept or reject any or all responses submitted and to waive informalities and minor irregularities in any response reviewed and to request resubmission.

All terms and conditions required by respondents should be included within their response. The City will not accept provisions that would result in changes in the interest rate resulting from events or circumstances outside of the City's control.

All costs of responding to this ITN are the responsibility of each respondent and may not be charged to the City, either directly or indirectly. All fees and expenses, including legal fees of each respondent, are on a contingency basis and shall only be paid if and when the financing closes. Any dispute concerning the timeliness of a response shall be resolved against the respondent.

All applicable laws and regulations of the State of Florida and policies and resolutions of the City will apply to any resulting agreement.

Prior to any closing of the 2024A Note, the Lender selected by the City must provide the City with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes and a Truth-In-Bonding Statement pursuant to Section 218.385(2), Florida Statutes.

The Lender selected by the City will be required to make certain certifications at closing, including certificates necessary for Bond Counsel to deliver their opinion, and to the effect of the following:

- We are engaged in the business of entering into loan transactions similar to the 2024A Note.
- We are purchasing the 2024A Note for our own account (or the account (s) of our banking affiliates) for investment purposes and not for resale; provided, however, that subject to our compliance with federal and state securities laws applicable to us and the transfer restrictions set forth in the 2024A Note, we reserve the right to transfer the 2024A Note or any part thereof or interest therein at any time in our sole discretion. The interest rate represented by the 2024A Note was negotiated pursuant to an arms-length transaction. The full principal amount represented by the 2024A Note will be advanced by the Lender on this date to the City.
- We are a [bank/bank subsidiary] and we have sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, to be capable of evaluating the merits and risks of our investment in the 2024A Note.
- We are able to bear the economic risk of our investment in the 2024A Note.
- We understand, acknowledge, and agree that the 2024A Note [havehas](#) not been and will not be registered under the 1933 Act or the securities or Blue Sky laws of any state and are not listed on any stock or securities exchange.
- We understand that no offering statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the City or the 2024A Note is being



or has been prepared, and that, with due diligence, we have made our own inquiry and analysis with respect to the City, the 2024A Note, and the security therefor.

- We have received all financial and other information regarding the City that we have requested and which we consider relevant or necessary to make an informed decision to invest in the 2024A Note. We have made our own inquiry into the creditworthiness of the City, we have received all the information that we have requested from the City or any agents or representatives thereof, and we have been afforded a reasonable opportunity to ask questions about the terms and conditions of the offering, the 2024A Note, the security therefor, and the City.
- We understand that Ford & Associates, Inc. serves as municipal advisor to the City and represents solely the interests of the City and not those of the lender.



Appendix A

Estimated Loan Amortization Schedules

15-Year Amortization	
Term	Principal
1	\$ 1,235,000
2	1,286,000
3	1,339,000
4	1,395,000
5	1,453,000
6	1,513,000
7	1,576,000
8	1,641,000
9	1,709,000
10	1,780,000
11	1,854,000
12	1,931,000
13	2,011,000
14	2,095,000
15	2,182,000
	\$ 25,000,000

Avg Life = 8.75 years

20-Year Amortization	
Term	Principal
1	\$ 789,000
2	825,000
3	863,000
4	903,000
5	944,000
6	988,000
7	1,033,000
8	1,080,000
9	1,130,000
10	1,182,000
11	1,236,000
12	1,293,000
13	1,353,000
14	1,415,000
15	1,480,000
16	1,548,000
17	1,619,000
18	1,694,000
19	1,772,000
20	1,853,000
	\$25,000,000

Avg Life = 11.97 years

All figures are estimated and subject to change.



Appendix B

Selected Excerpts from the Ordinance No. 21-11-CN

"Ad Valorem Revenues" means all revenues of the Issuer derived from the levy and collection of ad valorem taxes.

"Non-Ad Valorem Revenues" means all legally available revenues of the Issuer other than Ad Valorem Revenues.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein, and amounts on deposit from time to time in the Debt Service Fund and the Project Fund as provided herein.

SECTION 7. Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of any Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 8. Covenant to Budget and Appropriate; Further Assurance. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund (hereinafter created) amounts sufficient to pay principal of and interest on the Note and all other payments due hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such appropriations in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Ordinance to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or



lien upon any assets owned by the Issuer and no Owner of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Ordinance or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Ordinance nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

There is hereby created and established the "City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2021 Debt Service Fund" (the "Debt Service Fund"), which fund shall be a trust fund held by the City Clerk, which shall be held solely for the benefit of the Owner as provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Ordinance shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Owner of the Note. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

Until applied in accordance with this Ordinance, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Note.



**REQUEST FOR QUALIFICATIONS
FOR INVESTMENT BANKING/UNDERWRITING SERVICES**

CITY OF DESTIN, FLORIDA

**\$25,000,000*
CAPATIAL IMPROVEMENT REVENUE BONDS, SERIES 2024A**

Introduction / Overview

The City of Destin, Florida (the “City”) is seeking proposals for investment banking/underwriting services for the City’s proposed Capital Improvement Revenue Bonds, Series 2024 (the “Series 2024 Bonds”). The Series 2024 Bonds will be issued to fund approximately \$25 million in capital improvements in the City, including approximately \$9 million to reimburse the City for funds already expended. Concurrently with the release of this Request for Qualifications (“RFQ”), the City has released an Invitation to Negotiate for Tax-Exempt Loan Financing to evaluate a direct bank loan as an alternative financing vehicle.

Representation

The City is represented by Ford & Associates, Inc. (Municipal Advisor) and Bryant Miller Olive, P.A. (Bond Counsel and Disclosure Counsel).

Tentative RFQ Schedule

August 7, 2024	Distribution of RFQ
August 22, 2024	Deadline for Questions
September 4, 2024	Responses Due by 3:00 PM EST
September 5, 2024	Evaluation Committee Meeting
September 16, 2024	Committee Results/Recommendations Presented to City Council

The City reserves the right to request that the top three (3) ranked firms attend the City Council meeting on September 16th, 2024 at 6pm Central to present their qualifications in person. The meeting will be held in Council Chambers located at 4100 Indian Bayou Trail, Destin, FL 32541.

Expected Structure

The Series 2024 Bonds will be issued as a single series with an anticipated closing date of December 15, 2024. Interest will be paid semi-annually on April 1 and October 1 of each year, commencing April 1, 2025. Principal on the Series 2024 Bonds will be payable annually commencing October 1, 2025, through final maturity of October 1, 2044. The City anticipates that the Series 2024 Bonds will be structured for level debt service and will include a 10-year par call option on October 1, 2034.



Security

The Series 2024 Bonds will be secured by a covenant of the City to budget and appropriate legally available non-ad valorem revenues.

Outstanding Debt

The City has the following previously issued debt outstanding:

- \$9,905,000 Non-Ad Valorem Refunding Revenue Note, Series 2021
- Town Center Area Redevelopment Refunding Revenue Note, Series 2014 (Amended, Restated and Reissued on June 8, 2015 in the amount of \$11,205,000)
- \$7,610,000 Capital Improvement Refunding Revenue Note, Series 2013

Audited Financial Statements and Budget Documents

The City's annual budgets may be accessed at the following web address by using the menus on the left side: <https://www.cityofdestin.com/DocumentCenter/Home/Index/65>. Once there, click on "Finance," then click on "Budget."

The City's audited annual financial statements may be accessed at the following web address by using the menus on the left side: <https://www.cityofdestin.com/DocumentCenter/Home/Index/67>. Once there, click on "Finance," then click on "Audit."

Questions

Any questions concerning this RFQ should be submitted to the City Clerk and the City's Financial Advisor no later than August 22, 2024 at the following email addresses:

rbailey@cityofdestin.com

jonford@fordassocinc.com

jwford@fordassocinc.com

wreed@fordassocinc.com

Submission Instructions

Respondents should submit one (1) original and one (1) electronic copy in searchable PDF format on a USB drive, contained in a sealed envelope no later than **3:00PM Central on September 4, 2024** to the following address:

Destin City Clerk
4200 Indian Bayou Trail
Destin, FL 32541



Responses will be opened at the time of the submission deadline. It is the respondent's responsibility to ensure timely arrival of their response.

The City reserves the right to amend, modify, or cancel this RFQ. Please note that any response submitted to the City in connection with this request for qualifications, and any and all information contained therein, is considered a public record and may be reviewed by any persons interested in doing so as provided under Section 119.071(1)(b), Florida Statutes.

Required Responses:

1. Please provide a description of your firm's corporate and departmental structure, including the size of the firm (by assets), the size of your firm's public finance investment banking department, and the relationship of your public finance bankers to relevant departments such as sales, trading, underwriting, and commercial banking, as applicable. Include the amount of capital available to your firm's municipal underwriting desk.
(10 Points; 1 Page Limit)
2. Please describe your firm's physical presence in Florida, and specifically in Okaloosa County and the broader Florida Panhandle. Include the number of public finance bankers and offices and the number of retail brokers and offices. You may include the number of commercial bank locations, if applicable, and any other measure of corporate presence that you feel is relevant.
(15 Points; 1 Page Limit)
3. Please provide a list of the investment banker(s) who will be assigned to the City, as well as a brief resume for each, highlighting relevant transactional experience. Please do not include individuals who will not be directly involved with the City's financing activities.
(15 Points; 2 Page Limit)
4. Please provide the following:
 - a. A list of Florida CB&A transactions your firm has underwritten since January 1, 2022. Please include Delivery Date, Issuer, Par Amount, Ratings/Credit Enhancement, and Term of Final Maturity
 - b. Your firm's long-term underwriting ranking in Florida and Nationally for the period from January 1, 2022 through June 30, 2024. Please separate by negotiated and competitive sales.
(20 Points; 2 Page Limit)
5. List any prior transactions executed with, any analysis submitted to, or any other services provided by your firm to the City since January 1, 2022.
(15 Points; 1 Page Limit)
6. The City is preparing to issue bonds backed by a Covenant to Budget & Appropriate in an amount sufficient to fund approximately \$25 million of capital improvements. What recommendations do you have for the City regarding selection of rating agency/agencies, use of bond insurance, structural features, and/or marketing of the transaction for best execution? Please provide estimated spreads to 'AAA' MMD or BVAL indices based on your perception of the City's credit quality (1-20 years).



(25 Points; 3 Page Limit)

7. Proposed Fees & Expenses: Outline proposed takedowns by maturity, management fee (if any), and detailed expenses for the proposed Series 2024 Bonds. Expenses should include underwriter's counsel fees based on the assumption that Disclosure Counsel will draft the POS and OS.

(0 Points; 1 Page Limit)



REQUEST FOR QUALIFICATIONS
FOR INVESTMENT BANKING/UNDERWRITING SERVICES

CITY OF DESTIN, FLORIDA

\$25,000,000*
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024A

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS
FOR INVESTMENT BANKING/UNDERWRITING SERVICES

\$25,000,000*
~~Capital Improvement Revenue Bonds, Series 2024~~

Introduction / Overview

The City of Destin, Florida (the “City”) is seeking proposals for investment banking/underwriting services for the City’s proposed Capital Improvement Revenue Bonds, Series 2024 (the “Series 2024 Bonds”). The Series 2024 Bonds will be issued to fund approximately \$25 million in capital improvements in the City, including approximately \$9 million to reimburse the City for funds already expended. Concurrently with the release of this Request for Qualifications (“RFQ”), the City has released an Invitation to Negotiate for Tax-Exempt Loan Financing to evaluate a direct bank loan as an alternative financing vehicle.

Representation

The City is represented by Ford & Associates, Inc. (Municipal Advisor) and Bryant Miller Olive, P.A. (Bond Counsel and Disclosure Counsel).

Tentative RFQ Schedule

August 7, 2024	Distribution of RFQ
August 22, 2024	Deadline for Questions
September 4, 2024	Responses Due by 3:00 PM EST
September 5, 2024	Evaluation Committee Meeting
September 16, 2024	Committee Results/Recommendations Presented to City Council

The City reserves the right to request that the top ~~two~~three (23) ranked firms attend the City Council meeting on September 16th, 2024 at 6pm Central to present their qualifications in person. The meeting will be held in Council



Chambers located at 4100 Indian Bayou Trail, Destin, FL 32541. ~~City Council meeting and present their qualifications to the Council.~~

Expected Structure

The Series 2024 Bonds will be issued as a single series with an anticipated closing date of December 15, 2024. Interest will be paid semi-annually on April 1 and October 1 of each year, commencing April 1, 2025. Principal on the Series 2024 Bonds will be payable annually commencing October 1, 2025, through final maturity of October 1, 2044. The City anticipates that the Series 2024 Bonds will be structured for level debt service and will include a 10-year par call option on October 1, 2034.

Security

The Series 2024 Bonds will be secured by a covenant of the City to budget and appropriate legally available non-ad valorem revenues.

Outstanding Debt

The City has the following previously issued debt outstanding:

- \$9,905,000 Non-Ad Valorem Refunding Revenue Note, Series 2021
- Town Center Area Redevelopment Refunding Revenue Note, Series 2014 (Amended, Restated and Reissued on June 8, 2015 in the amount of \$11,205,000)
- \$7,610,000 Capital Improvement Refunding Revenue Note, Series 2013

The City's annual budgets may be accessed at the following web address by using the menus on the left side: <https://www.cityofdestin.com/DocumentCenter/Home/Index/65>. Once there, click on "Finance," then click on "Budget."

The City's audited annual financial statements may be accessed at the following web address by using the menus on the left side: <https://www.cityofdestin.com/DocumentCenter/Home/Index/67>. Once there, click on "Finance," then click on "Audit."

Documentation associated with each of the above issues may be obtained by emailing the City Clerk at rbailey@cityofdestin.com.

Questions

Any questions concerning this RFQ should be submitted to the City Clerk and the City's Financial Advisor no later than August 22, 2024 at the following email addresses:

rbailey@cityofdestin.com

jonford@fordassocinc.com

jwford@fordassocinc.com

wreed@fordassocinc.com



ionford@fordassocinc.com

Submission Instructions

Respondents should submit one (1) original and one (1) electronic copy in searchable PDF format on a USB drive, contained in a sealed envelope no later than **3:00PM Central on September 4, 2024** to the following address:

Destin City Clerk
4200 Indian Bayou Trail
Destin, FL 32541

Responses will be opened at the time of the submission deadline. It is the respondent's responsibility to ensure timely arrival of their response.

The City reserves the right to amend, modify, or cancel this RFQ. Please note that any response submitted to the City in connection with this request for qualifications, and any and all information contained therein, is considered a public record and may be reviewed by any persons interested in doing so as provided under Section 119.071(1)(b), Florida Statutes.



Required Responses:

1. Please provide a description of your firm's corporate and departmental structure, including the size of the firm (by assets), the size of your firm's public finance investment banking department, and the relationship of your public finance bankers to relevant departments such as sales, trading, underwriting, and commercial banking, as applicable. Include the amount of capital available to your firm's municipal underwriting desk.
(10 Points; 1 Page Limit)
2. Please describe your firm's physical presence in Florida, and specifically in Okaloosa County and the broader Florida Panhandle. Include the number of public finance bankers and offices and the number of retail brokers and offices. You may include the number of commercial bank locations, if applicable, and any other measure of corporate presence that you feel is relevant.
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 - a. A list of Florida CB&A transactions your firm has underwritten since January 1, 2022. Please include Delivery Date, Issuer, Par Amount, Ratings/Credit Enhancement, and Term of Final Maturity
 - b. Your firm's long-term underwriting ranking in Florida and Nationally for the period from January 1, 2022 through June 30, 2024. Please separate by negotiated and competitive sales.
(20 Points; 2 Page Limit)
5. List any prior transactions executed with, any analysis submitted to, or any other services provided by your firm to the City since January 1, 2022.
(~~20~~15 Points; 1 Page Limit)
6. The City is preparing to issue bonds backed by a Covenant to Budget & Appropriate in an amount sufficient to fund approximately \$25 million of capital improvements. What recommendations do you have for the City regarding selection of rating agency/agencies, use of bond insurance, in preparing, structural featuresing, and/or marketing of this transaction for best execution? Please provide estimated spreads to 'AAA' MMD or BVAL indices based on your perception of the City's credit quality (1-20 years).
(~~20~~25 Points; ~~2~~3 Page Limit)
7. Proposed Fees & Expenses: Outline proposed takedowns by maturity, management fee (if any), and detailed expenses for the proposed Series 2024 Bonds. Expenses should include underwriter's counsel fees based on the assumption that Disclosure Counsel will draft the POS and OS.
(0 Points; 1 Page Limit)



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney
Tina Deater, Community Development Director

FROM: Ryan Scott, City Engineer

DATE: July 26, 2024

SUBJECT: Mobility Plan - Fee Discussion

I. BACKGROUND:

At the March 1, 2021, City Council meeting, Council passed a motion to replace transportation concurrency (MMTD) with a **Mobility Fee-Based Plan**. Staff has been working with **3TP Ventures** to create a **Mobility Plan** for the City and to update the Transportation Concurrency requirements (Transportation Impact Fees), as part of the new Land Development Code rewrite project.

After an exhaustive review and analysis of the City's streets, intersections, and sidewalks, a draft list of the projects to be included in the **Mobility Fee-Based Plan** was presented to the public during a **Public Workshop** held on August 29, 2023. Staff also presented the recommendations and received feedback from the **Public Works/Public Safety Committee** on August 15, 2023, the **Parks and Recreation Committee** on August 22, 2023, and the **Local Planning Agency** on October 19, 2023. The agenda item materials contain the lists of projects by phase and how each scored.

Staff and 3TP Ventures brought this item to the City Council on February 20, 2024. The following motion was passed:

Councilmember Destin moved to direct staff to schedule a council workshop within the next 6 weeks to obtain feedback from the public on the proposed priority list of projects and to get the Public Works/Safety Committee's opinion with regard to the list, seconded by Councilmember Bagby. The motion carried 6-0 (Council members King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Following that motion, Staff proceeded as follows:

- 1.) Staff took the project priorities to the Parks & Recreation Committee on March 5, 2024, and they passed the following motion:

Motion by Committee member Birch, seconded by Committee member Johnson to accept the Draft Mobility Plan as presented. The motion passed 4-0.

- 2.) Staff took the project priorities to the Public Works/Public Safety Committee on March 12, 2024, and they passed the following motion:

Motion by Chairman Wood to recommend the City Council adopt the Draft Mobility Plan and prioritization as previously presented, with Agency member Green providing the second. The motion passed 5-0.

- 3.) Staff took the project priorities to the Local Planning Agency on March 21, 2024, and they passed the following motion:

Motion by Agency member Bell to recommend City Council adopt the Mobility Plan and Prioritization as presented, with Agency member Purut providing the second. No vote.

Motion by Agency member Buhr for CP3 to be removed from the Mobility Plan, with Agency member Bell providing the second 3-1 with Wood dissenting.

Agency member Buhr offered a substitute motion to Agency member Bell's original motion to recommend the Draft Mobility Plan as presented with the removal of CP3, as already passed, from the plan. Agency member Bell provided the second. The motion passed 4-0.

- 4.) Staff held a Public Workshop on Tuesday, March 26, 2024, and received no additional feedback.

- 5.) Staff brought the item back to City Council on May 6, 2024, and the following motion was made:

Councilmember Destin moved to schedule a City Council Workshop on the Mobility Plan, along with the City Council Budget Workshop on May 13th, seconded by Councilmember King. Motion passed 6-0.

After the City Council Workshop was held on May 13, 2024, City staff continued working with 3TP Ventures on the fee options being presented tonight.

II. DISCUSSION:

Once adopted, the **Mobility Fee-Based Plan** will become the City's roadmap for future transportation network investment. The purpose of this agenda item is to present different fee structure options for the **Mobility Fee-Based Plan** to City Council for discussion. Based on the discussion tonight, staff will work with 3TP Ventures to refine the project priority list and draft a fee schedule for the City Council to approve and adopt at a future City Council meeting.

Five fee structure options are proposed in the attached fee option reference sheet with

further details in the attached presentation.

A. Link to Strategic Goals / Objectives:

- I. Financially sound city providing service excellence
- II. Enhanced quality of life and safety for families
- III. Economic development and revitalization
- IV. Effective, efficient and aesthetically pleasing infrastructure
- V. Improve mobility and connectivity
- VI. A green and sustainable environment

B. Effect on Budget (EOB): The effect on future budgets will depend upon the fee structure adopted and the start date of the new fee structure.

C. Level of Service (LOS): Upgrade a variety of mobility services and improve function, safety, and efficiency throughout the City.

D. Legislative Sponsor:

III. CONCLUSION:

Staff is seeking City Council's input on the fee structure options. Staff and 3TP Ventures will present a draft of the Project Prioritizations and Fee Schedule for adoption at a future City Council meeting based on the direction given tonight.

IV. RECOMMENDED MOTION: I move to direct the City Manager to work with Staff and 3TP Ventures to move forward with completing the Draft Mobility Plan and associated Fee Schedule based on the City Council direction given tonight with the following modifications (*add any additions/subtractions/revisions here*) and to bring back the draft plan and fee schedule for adoption at a future meeting.

Attachments:

- 1. Fee Option Comparison_2
- 2. MobilityFee_080524_2



FEE OPTION REFERENCE SHEET

Destin's current average transportation impact fee for a single family dwelling (SFD) is **\$1,425**.

FEE OPTION #1	FEE OPTION #2	FEE OPTION #3	FEE OPTION #4	FEE OPTION #5
Fee based on Phase 1 projects ONLY	Fee EXCLUDES Zerbe and Marler parking lots	Fee based on remaining cost of UNFUNDED projects	Fee calibrated to a budget set by staff	Fee based on multiplier
FEE ESTIMATE: \$10,830 FEE INCREASE: 7.6	FEE ESTIMATE: \$17,528 FEE INCREASE: 12.3	FEE ESTIMATE: \$15,390 FEE INCREASE: 10.8	FEE ESTIMATE: \$6,983 FEE INCREASE: 4.9	FEE ESTIMATE: 2x: \$2,850 4x: \$5,700 6x: \$8,550

FEE OPTION #1

This fee would be based off a limited list of projects, e.g., using priority projects or Phase 1 projects only. The remainder of the projects would be listed as unfunded.

Ex.: If only Phase 1 projects were used, what would the fee be?

Phase 1 funded projects would include:

Phase	Total Project Cost
1: 2024 - 2032	\$61,832,928
2: 2033 - 2041	\$40,237,014
3: 2042 - 2050	\$47,959,302

Fee estimate for average SFD = \$10,830

ID	Project Name	Cost
NC-4	98 Palms Boulevard	\$9,149,623
MU-1	Powerline Easement (west) Multi-Use Path	\$10,000,000
NC-5	Mattie M. Kelly Boulevard	\$844,581
IS-1	Stahlman Avenue at Zerbe St & Harbor Blvd	\$135,828
CC-4	Azalea Drive Extension	\$9,632,529
IS-8	Calhoun Avenue at Sibert Avenue	\$19,399
CP-1	Zerbe Street Public Parking Lot	\$31,772,869
SW-9	Indian Trail Sidewalk	\$278,099

FEE OPTION #2

This option would take the Zerbe and Marler parking lots off of the list of funded projects, which would lower the total project cost by \$50.2 million.

Fee estimate for average SFD = \$17,528

Phase 1 ONLY without Zerbe Parking Garage: \$5,273

Phase	Total Project Cost without Parking Garages
1: 2024 - 2032	\$30,060,059
2: 2033 - 2041	\$21,794,835
3: 2042 - 2050	\$47,959,302
Total:	\$99,814,196

FEE OPTION #3

This option would create a list of funded, unfunded, and partially funded projects relative to impact fee revenue, above and beyond removing the structured parking as shown in Option 2. The projects that would be funded by alternative means would then be removed from the funded list.

The following tables shows the breakdown of total project cost, total cost without the two parking garages, and total cost without the two parking garages as well as those included in the City's CIP, or identified as receiving State or Federal grant funds. The fee estimate is based off of the total cost of the remaining projects included in the Mobility Plan.

Total Project Cost	\$150,029,244		
Total Project Cost without Parking garages	\$99,814,196	→	\$99,814,196
Transportation Projects Identified in CIP or Recipient of State/Federal Funds			
Powerline Easement Multi-Use Trail	\$1,270,000	\$1,270,000 + \$500,000 + \$10,077,100 \$11,847,100	—
Intersection Improvements	\$500,000		
Cross Town Connector	\$10,077,100		
Total Project Cost of Remaining Unfunded Projects:	\$87,967,096	→	\$87,967,096

Fee estimate for average SFD: \$15,390

FEE OPTION #4

For this option, staff would establish a reasonable budget for transportation and impact fee revenue and then calibrate the fee structure to this number.

Ex.: Roads Sidewalks and Lighting Budget for Adopted CIP

	FY25-FY29 (CIP)	FY30-FY34	FY35-FY39	FY40-44	FY45-FY49	FY25-FY49 TOTALS
Maintenance and Safety (GF Contribution)	\$19,776,617	\$9,888,309	\$9,888,309	\$9,888,309	\$9,888,309	\$59,329,853
Capacity Improvements (MF Contribution)		\$9,888,309	\$9,888,309	\$9,888,309	\$9,888,309	\$39,553,236
Total:	\$19,776,617	\$19,776,618	\$19,776,618	\$19,776,618	\$19,776,618	\$98,883,089

Fee estimate for average SFD: \$6,983

FEE OPTION #5

This fee option would increase existing fees based on a specific amount or multiplier.

Ex.: \$1,425 is the current average transportation impact fee for single-family dwellings. Increasing this fee by these multipliers would result in the following new fee amounts:

Multiplier	Fee per SFD	25-year collection estimate
2	\$2,850	\$16,250,700
4	\$5,700	\$32,501,400
6	\$8,550	\$48,752,100

The background image shows a street intersection with a blue overlay. A street sign for "Emerald Coast 34800 Pkwy" is visible. Several cars are parked or moving in the background. The text "City of Destin Mobility Plan" is centered in the upper half of the image.

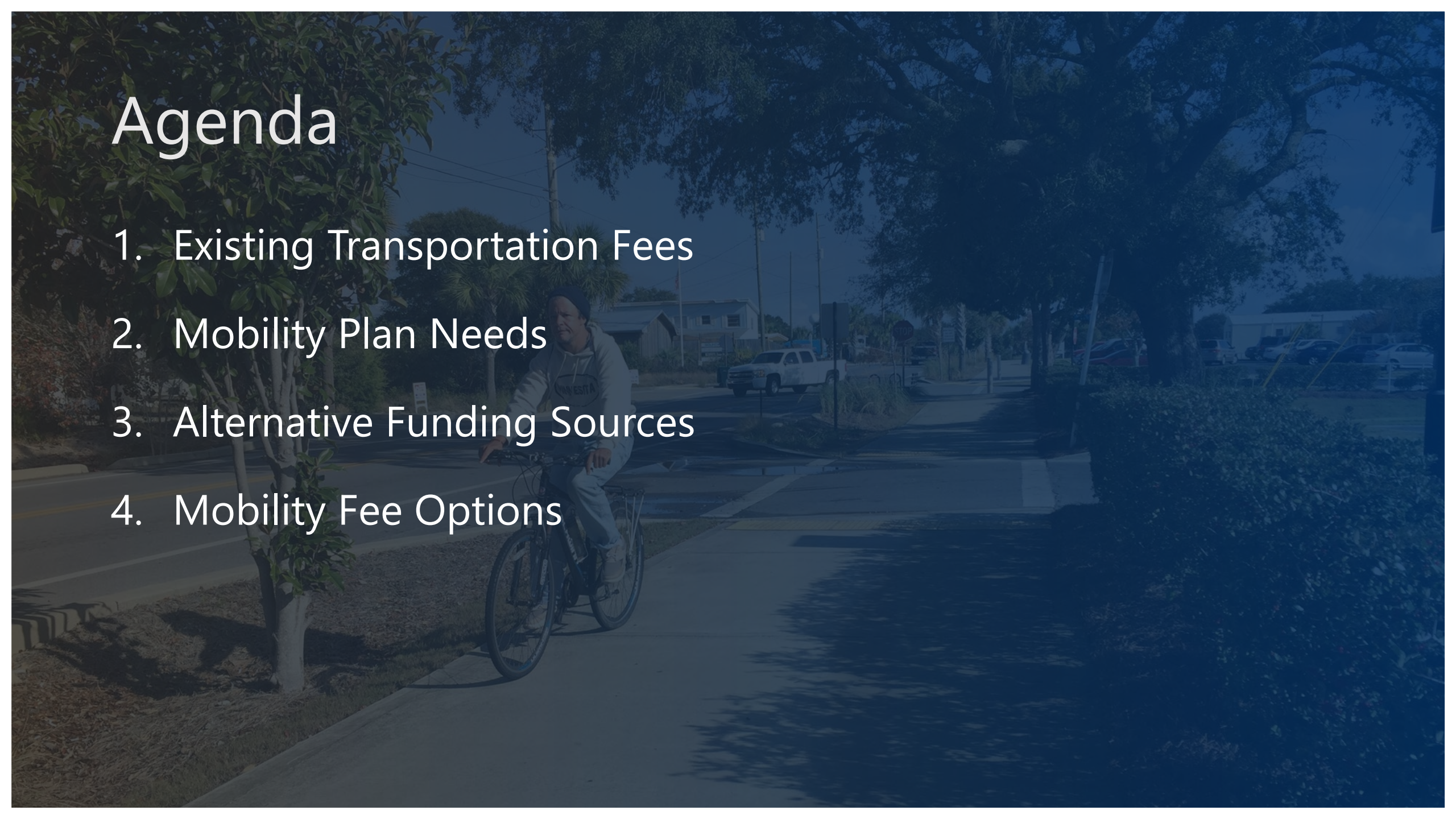
City of Destin Mobility Plan

Mobility Fee Options

August 5, 2024

Agenda

1. Existing Transportation Fees
2. Mobility Plan Needs
3. Alternative Funding Sources
4. Mobility Fee Options





Existing Transportation Fees

Transportation Impact Fee Adoption - 2008

- Impact Fee Study – June 2007
- Transportation Impact Fee (single-family dwelling units only)
 - Recommended - \$4,377/du
 - Adopted (2008) - \$813 avg (\$405 - \$1,315)/du
- Recommendation vs. Adopted Fee
 - Recommended fee from prior study is ~5x current fee (equal to ~\$26,000,000 “left on the table” over past 20 years)

Current Transportation Fee Collections

- \$1,425 = transportation impact fee for 2,000 – 2,999 sq. ft. du
- \$325,000 = average roadway impact fee collection per year
- \$8,125,000 = total fees collected if assumed same rate for 25 years
 - 13% of funding needed for Phase 1 Mobility Plan projects

Mobility Plan Needs

- ~\$150,000,000 = total project costs (in today's dollars)
- ~\$6,000,000 = amount needed per year (for 25 years) to cover all projects
- Facts:
 - That's 18.5x what is being collected now (would go from \$1,425 for typical dwelling to \$26,362)

Alternative Funding Sources

- There are state and federal grant opportunities to partially fund several Mobility Plan projects
 - Safe Streets for All (SS4A)
 - Reconnecting Communities Pilot (RCP)
 - Transportation Regional Incentive Program (TRIP)
 - Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
 - Multimodal Project Discretionary Grant (MPDG)
 - Strengthening Mobility and Revolutionizing Transportation (SMART)

Alternative Funding Sources

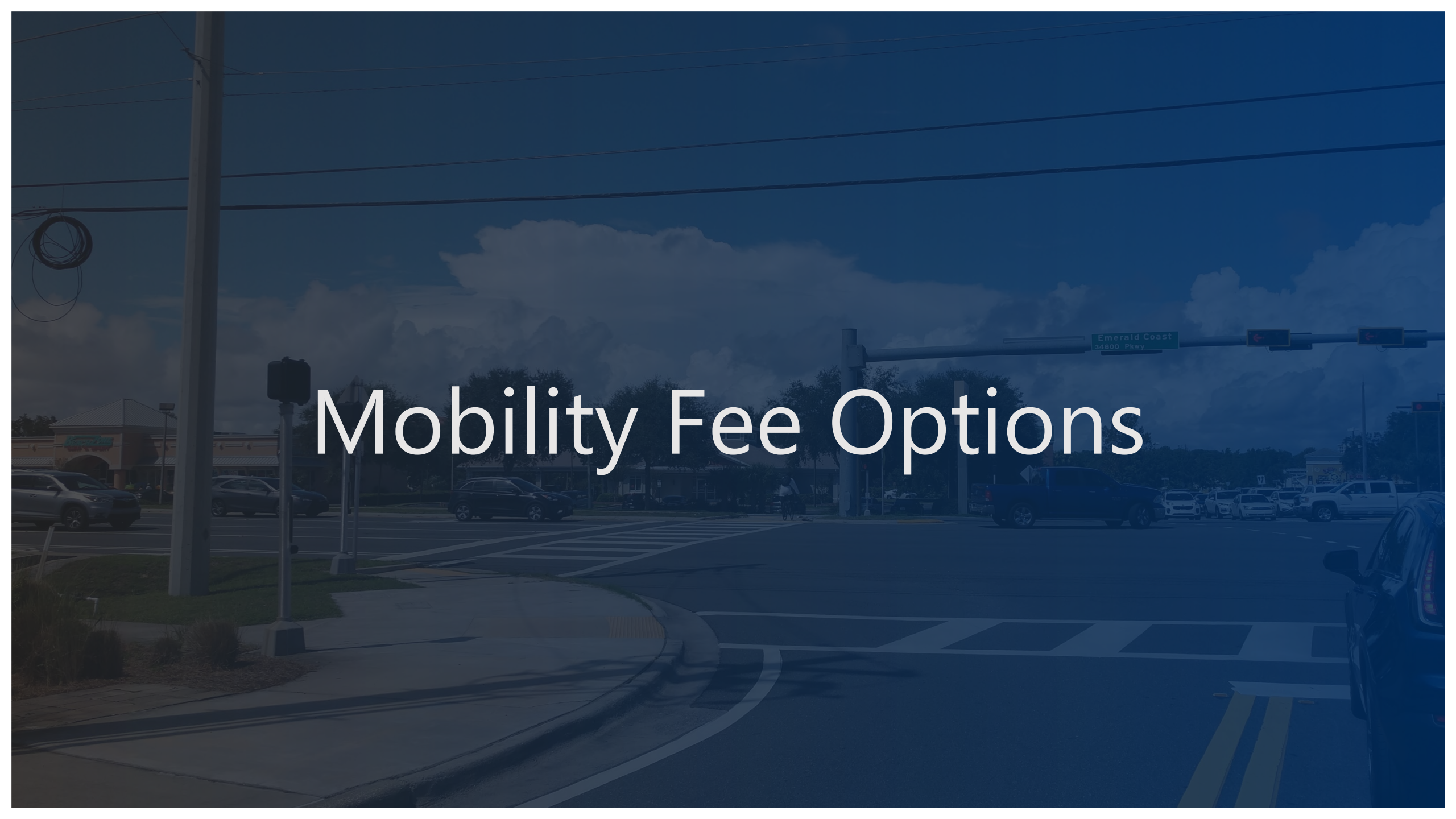
- The following projects have received some grant funding:
 - Crosstown Connector: \$4.5 million through TRIP/FDOT for ROW Acquisition
 - Powerline Easement/Linear Trail: \$270,000 State Appropriation grant through FDOT

Future Transportation Grant Opportunities

- Crosstown Connector construction: \$2 million TRIP and \$4 million TPO funding requested
- Linear Trail/Powerline Easement construction
- Prioritized Mobility Plan projects

How much should the City spend on Mobility Plan capacity projects each year?

- \$1,000,000 general fund backlog + \$1,500,000 impact fees + \$500,000 other sources and grants = \$3,000,000 per year
- Does not include funds needed for maintenance



Mobility Fee Options

Fee Option #1:

- Base fee off limited list of projects (e.g. priority projects/Phase I projects only)

Phase 1 Project	Cost Estimate
98 Palms Boulevard	\$ 9,149,623
Powerline Easement (west) Multi-Use Path	\$ 10,000,000
Mattie M. Kelly Boulevard	\$ 844,581
Stahlman Avenue at Zerbe St & Harbor Blvd	\$ 135,828
Azalea Drive Extension	\$ 9,632,529
Calhoun Avenue at Sibert Avenue	\$ 19,399
Zerbe Street Public Parking Lot	\$ 31,772,869
Indian Trail Sidewalk	\$ 278,099
Fee Estimate for Average SFD	\$ 10,830

Fee Option #2:

- Take Zerbe and Marler parking lots off funded list
- Lowers total project cost by \$50.2 million

Phase	Total Project Cost with Parking Lots	Total Project Cost without Parking Lots
1: 2024 – 2032	\$ 61,832,928	\$ 30,060,059
2: 2033 – 2041	\$ 40,237,014	\$ 21,794,835
3: 2042 – 2050	\$ 47,959,302	\$ 47,959,302
Total Cost	\$ 150,029,244	\$ 99,814,196
Fee Estimate for Average SFD:		\$17,528

Fee Option #3:

- Create funded, unfunded, and partially funded projects relative to impact fee revenue (above and beyond removing structured parking)
- **Fee Estimate for average SFD: \$15,390**

Total Project Cost	\$150,029,244
Total Project Cost without Parking Garages	\$99,814,196
<i>Transportation Projects Identified in CIP or Recipient of State/Federal Funds</i>	
Powerline Easement Multi-Use Trail	\$1,270,000
Intersection Improvements	\$500,000
Cross Town Connector	\$10,077,100
Total Project Cost of Remaining Unfunded Projects	\$87,967,096

Fee Option #4:

- Establish a reasonable budget for transportation (and impact fee revenue) and calibrate fee structure to this number
 - **Fee estimate for average SFD = \$6,983**

	FY25-29	FY30-34	FY35-39	FY40-44	FY45-49	FY25-49 TOTALS
Maintenance and Safety (GF Contribution)	\$19,776,617	\$ 9,888,309	\$ 9,888,309	\$ 9,888,309	\$ 9,888,309	\$ 59,329,853
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Total	\$ 19,776,617	\$19,776,618	\$19,776,618	\$19,776,618	\$19,776,618	\$98,883,089

Fee Option #5:

- Increase existing fees based on a specific multiplier (e.g. 2x, 4x)
 - \$1,425 = current average transportation fee for SFD

Multiplier	Fee per SFD	25-year collection estimate
2	\$2,850	\$16,250,700
4	\$5,700	\$32,501,400
6	\$8,550	\$48,752,100

Things to consider

- Projects in the plan are in current year dollars
- Project costs and impact fee schedule need to be adjusted for inflation to deliver everything on the funded list
- In the case of change of use, redevelopment, or expansion/modification of an existing use, the fee is based on the net positive increase in the impact fee for the new use compared to the previous use

Options for Consideration

Option #1:	Base fee off limited list of projects (e.g. priority projects/Phase I projects only) Fee Estimate: \$10,830 Fee Increase: 7.6
Option #2:	Take Zerbe and Marler parking lots off funded list (~\$50,000,000 comes off) Fee Estimate: \$17,528 Fee Increase: 12.3
Option #3:	Create funded, unfunded, and partially funded projects relative to impact fee revenue (above and beyond removing structured parking) Fee Estimate: \$15,390 Fee Increase: 10.8
Option #4:	Establish a reasonable budget for transportation (and impact fee revenue) and calibrate fee structure to this number Fee Estimate: \$6,983 Fee Increase: 4.9
Option #5:	Increase existing fees based on a specific multiplier (e.g. 2x, 4x) Fee Estimate: 2x: \$2,850 4x: \$5,700 6x: \$8,550

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.G.

TO: City Council

THRU: Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney

FROM: Andy Peters, Director of Information Technology

DATE: August 1, 2024

SUBJECT: Tyler Technologies - Notice to Terminate/Not Renew Contract

I. BACKGROUND: On July 30th, the Acting City Manager provided written notice by email and certified mail to the City's software provider, Tyler Technologies, of the City's intent **NOT to renew the software agreement** next summer when our initial contract term ends (This termination/intent not to renew includes but is not limited to our COMPASS software- see attachment).

A copy of the written notification is attached and provided to you for informational purposes. Additionally, at the August 19th regular Council meeting, it is anticipated that you will consider one or more new software contracts that are recommended by the IT Director.

The IT director recommends a transition period between now and the middle of next year, where the City will remain under contract with Tyler until its expiration date, and simultaneously will commence implementation of new software, to provide for smooth transition.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): This information will be provided on August 19th in conjunction with recommended IT contracts.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: This item is for informational purposes only.

IV. RECOMMENDED MOTION:

Attachments:

1. Notice Not To Renew Tyler Tech
7.30.24



Office of the City Manager

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-650-1241 | Fax: 850-650-0724 | www.cityofdestin.com

July 30, 2024

SENT VIA CERTIFIED MAIL

Tyler Technologies, Inc.

One Tyler Drive Yarmouth, ME 04096

Attention: Chief Legal Officer

Subject: *Formal Notice of Intent Not to Renew and Termination of Software Service Agreements*

Dear Chief Legal Officer:

This letter serves as formal notice of the City of Destin's intention not to renew and to terminate the Software Service Agreement dated June 17, 2022 ("**Agreement**"), effective at the end of the Initial Term on June 30, 2025. This termination of services will include all software currently provided by Tyler Technologies, Inc., to the City of Destin, including but not limited to:

Enterprise Service Requests
Asset Maintenance
Asset performance
My Civic
Forms Individual Work Order or Pick ticket Forms
Project Management
Conversations
Remote Implementation
AM -Work Order Asset
Enterprise Permitting and Licensing
SSRS Reporting
Munis (Enterprise Resource Planning System)
Tyler Assist
Tyler Detect
Tyler PACE Upgrade Assistance
Project Planning Services
Civic Access – Business Management
Civic Access – Community Development
Community Development Suite
e-Reviews
Enterprise Permitting and Licensing Core Foundation Bundle
Report Toolkit
Workforce Mobile
GIS
Content Management Core
Enterprise ERP Office
Forms Processing DOC Origin Software
Concurrent User Licenses
Accounting/GL/BG/AP
Capital Assets
Cash Management
Inventory
Project & Grant Accounting





Office of the City Manager

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-650-1241 | Fax: 850-650-0724 | www.cityofdestin.com

Purchase orders
Requisitions
HR Management
Payroll
Accounts Receivable
Business Licenses
General Billing
Business Management Suite

We appreciate the services and support provided by Tyler Technologies throughout our partnership. However, due to the difficulty of our customer base in accepting the software, numerous technical issues, and the high costs of service, we have decided not to renew the contract beyond the Initial Term. Section F(1) of the Agreement provides "Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees **unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term.**" (Emphasis added). Please consider this correspondence as formal termination more than sixty days prior to the end of the current renewal term, pursuant to Section F(1) of the Agreement.

As of the writing of this letter the City has not entered into agreements with any alternative vendors. However, we will need to do so soon in order to facilitate a smooth transition. It is our intent to fulfill all contract obligations. If there are any issues or concerns regarding our compliance or any outstanding matters, please bring them to our attention so we can work together to resolve them promptly. We are committed to ensuring a smooth transition and would appreciate your cooperation during this process. To that end, the City of Destin is soon to invest in the Tyler Assist Basic Program through April 2025, to help both Tyler and Destin move through this phaseout, and acknowledges that assistance Tyler has supplied under that very program this year. Our plan is to retrieve data from the Tyler Servers through our F5 VPN (where Tyler has set up .bak files for us) on a regular basis between now and June 30, 2025.

Please acknowledge receipt of this notice and confirm the steps we need to take to ensure a seamless termination process. We look forward to working together to address any issues and facilitate the transition.

Thank you for your attention and cooperation.

Sincerely,

Krystal Strickland
Acting City Manager
City of Destin
kstrickland@cityofdestin.com



CC: Andy Peters, IT Director
Kimberly Romano Kopp, City Attorney



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.H.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Krystal Strickland, Finance Director

FROM: Jamie Haynes

DATE: 7/31/2024

SUBJECT: Interim City Manager Discussion

I. BACKGROUND: The City Manager is currently on an extended medical leave expected to exceed 30 days. In the interim period, the Finance Director has been appointed as the Acting City Manager. Due to the length of the City Manager's absence, Council has directed staff to provide options to appoint a temporary Interim City Manager.

II. DISCUSSION: The Human Resources Director has proactively reached out to the Florida City and County Management Association (FCCMA) to leverage their network of Managers in Transition (MIT). As a result of this outreach, we have received three resumes from interested candidates. Each candidate has been reviewed for their qualifications, experience, and potential fit for our city's needs. The challenge with the interested candidates is the need to provide housing as most are not local.

In addition to the resumes received, the Human Resources Director has engaged in discussions with Mr. Larry Jones, a highly qualified local candidate with significant experience in local government. Mr. Jones has expressed interest and confirmed his immediate availability for the interim position. His familiarity with local issues, understanding of the needs of the position are valuable assets that could facilitate a smoother transition.

Staff recommends the City Council consider the following options:

1. **Review and Evaluate Candidates:** Review the three resumes submitted through the FCCMA MIT program and select a candidate for the interim City Manager position.
2. **Consider Local Candidate:** Given Mr. Larry Jones's experience and availability, staff recommends strong consideration of his appointment as the interim City Manager. Mr. Jones's local experience and immediate availability position him as an excellent choice for maintaining continuity and stability within the City administration.

3. Continue with Acting City Manager, Krystal Strickland.

- A. **Link to Strategic Goals / Objectives:** Financially sound city providing service excellence.
- B. **Effect on Budget (EOB):**
- C. **Level of Service (LOS):**
- D. **Legislative Sponsor:**

III. CONCLUSION:

In the absence of the City Manager, Council has directed staff to provide options to contract services of a temporary Interim City Manager. The Interim City Manager will be contracted to work in the capacity of Council's direction and will terminate upon Mr. Zunguze's return. Council may reevaluate the Interim City Manager position as directed by the terms of the contract.

IV. RECOMMENDED MOTION: I move to direct the City Attorney and Human Resources Director to negotiate an Interim City Manger contract and present it for Council approval at the August 19th meeting.

Attachments:

1. Larry_Jones_Resume July '24
2. NAPOLI_Joseph_Resume_4
3. Whitson- Resume 2024
4. Alan Rosen Resume

LARRY JONES

PROFESSIONAL SUMMARY

Accomplished leader with a proven track record as an elected and appointed official in Walton County, Florida. Adept in all aspects of local government, demonstrating exceptional organizational leadership to achieve organizational goals and objectives while developing others to do the same. Effectively managed a staff of over 500 and an annual budget approaching \$300M. Successfully transitioned Rio Blanco County, Colorado, to a County Administrator form of government.

WORK HISTORY

Interim County Administrator, 11/2023 - 04/2024 (six-month engagement)

Rio Blanco County, Colorado – Meeker, CO

- Provided leadership and direction for all county operations.
- Successfully developed and implemented a plan to employ a full-time, permanent County Administrator.
- Proposed, drafted, and implemented numerous ordinances, policies, and procedures.
- Led interdepartmental meetings to address pressing issues and promote collaborative problem-solving.
- Instituted a comprehensive performance evaluation system that improved accountability across all departments.

County Administrator, 08/2013 - 04/2022

Walton County, Florida – DeFuniak Springs, FL

- Successfully led all aspects of local government, including Budget and Finance, Public Works, Planning and Development, Environmental, Engineering, Emergency Management, Human Resources, Libraries, HUD, Veterans Affairs, and Code Compliance.
- Worked closely with Tourist Development Council
- Developed strong relationships with community stakeholders and municipal governments
- Proposed, drafted, and implemented countless ordinances, policies, and procedures.
- Negotiated contracts with vendors and contractors, securing cost-effective services for the county's needs.
- Lobbied federal and state legislators and agencies for funding and legislation

County Commissioner, 11/2000 - 11/2012

Walton County, Florida – DeFuniak Springs, FL

- Collaborated with fellow commissioners to develop and implement effective policies for county growth.
- Addressed transportation issues through infrastructure improvements, enhancing connectivity within the county, prioritizing and allocating funds for essential projects

- Implemented strategic planning processes, establishing long-term goals for sustainable growth and prosperity.
- Fostered partnerships with state and federal agencies for grant opportunities and resource sharing to support county goals.
- Promoted economic development by encouraging local businesses and attracting new investments to the county. Led the effort to develop the Mossy Head Industrial Park, resulting in over 500 new jobs, over \$100M capital investment, and millions of new revenue dollars for the county.
- Streamlined government services, identifying redundancies and inefficiencies in existing systems, promoting cost savings without sacrificing service quality.

Government Affairs Manager, 01/2009 - 04/2012

Waste Management – Northwest Florida

- Developed and strengthened relationships with key government stakeholders, including elected officials and staff
- Monitored political developments, providing timely insights and recommendations to drive informed decision-making
- Navigated complex regulatory environments with diplomacy and tact, fostering positive interactions with government officials at all levels
- Managed over 40 municipal contracts valued at over \$100M annually

Adjunct Professor, 01/2009 - 03/2011 & 04/2022-present

Columbia Southern University – Orange Beach, AL

- Teach business and management courses
- Mentor students on personal, professional, and academic goals while providing coaching on effective study habits.
- Strengthened students' critical thinking skills through problem-based learning activities.

Business Owner/Operator, 02/1980 - 10/2000

Self – Northwest Florida

- Owned and operated several successful small to medium-sized businesses, including retail, food service, construction, and consulting
- Oversaw end-to-end business processes to maintain proficiency and profitability.

Doctor of Business Administration: Business/Organizational Leadership *Expected in 07/2025*

Columbia Southern University - Orange Beach, AL

- GPA 4.0

Certification: Paralegal, 07/2023

University of West Florida - Pensacola, FL

- GPA 4.0

Master: Public Administration, 03/2008

Strayer University - Washington, DC

- GPA 4.0
- Thesis: The Doctrine of Customary Use: Are Walton County Beaches Public or Private
(Perfect Score of 1000/1000)

Bachelor of Science: Management, 08/1981

The University of West Florida - Pensacola, FL

CERTIFICATIONS

- Certified Paralegal 2023
- Certified Florida County Commissioner 2003
- Florida County Commissioner Advanced Certification 2008
- Florida Notary Public

ADDITIONAL INFORMATION

- Member, Florida Association of Counties Board of Directors
- Member, Florida Small County Coalition Executive Committee
- Director, Walton County Economic Development Alliance
- Member, National Solid Waste Managers Association

JOSEPH NAPOLI

Dynamic and accomplished City and Executive Leader with a wealth of experience in leading complex, diverse organizations and guiding them towards unparalleled success. A visionary strategist, teacher and mentor adept at building, mentoring, and coaching top-flight cross-disciplinary teams, driving them to achieve peak performance. Known for forging strategic alliances that unite diverse business, political, and government organizations, fostering collaboration towards common goals. Exceptional at developing clear and articulate operational roadmaps and delivering cutting-edge solutions that modernize operations and mitigate business risks. English/Spanish fluency.

— PROFESSIONAL EXPERIENCE —

President, Napoli Global Solutions

2023 - present

As a certified Business Coach, guide organizations and individuals towards improving their leadership development while achieving their strategic goals and maximizing their potential.

CITY MANAGER, Cooper City, FI

2020-2023

Served as the Chief Executive Officer for the City of Cooper City, responsible for comprehensive city management, communications, administration, and service delivery.

- Developed a strategic plan for the city, the first in history, to effectively guide the city into the future while expanding economic development opportunities.
- Energized the city administration with dynamic principles, practices, and techniques, resulting in a significant boost in the effectiveness and efficiency of municipal services.
- Pioneered a cutting-edge communications framework that revolutionized the city's outreach efforts, significantly enhancing its appeal as a vibrant hub for both residential living and business endeavors.
- Mounted a strategic partnership program with key stakeholders that led to a substantial surge in visibility among residents, media outlets, and businesses, thereby elevating the city's overall allure.

DEPUTY CITY MANAGER, City of Miami, Florida

2018-2020

As Chief Operating Officer directed and supervised daily city administration for the diverse and complex City of Miami with 500,000 residents, 4,400 employees and annual \$1.1B budget.

- Developed the "Service City, Safe City, Future City" strategic framework, a full-fledged vision for the City as a global leader in technology, innovation, and resiliency to focus, prioritize, and motivate the city staff's efforts
- Spearheaded the implementation of turnaround improvements that reduced the City's overall budget by \$6.5M, completing 23 process improvements and increasing the administration's responsiveness to residents.
- Architected and rolled out an innovative strategy to address emergent needs associated with sea-level rise, incorporating resiliency and sustainability into all facets of planning, zoning, and operations, which prepared the City for and reduced investment risks from the effects of climate change and rising sea levels
- Spurred bottom-line staff performance and collaboration by deconstructing communication stovepipes, optimizing operational processes, and introducing performance metrics that ultimately increased morale and productivity levels
- Saved the city over \$370M through successful negotiations and settlements thereby preserving the City's strong bond ratings and financial sustainability.

CHIEF of STAFF, Miami International Airport (MIA), Miami Dade County, Florida 2014- 2018

Directed administrative, financial, and operational activities for one of the largest US airports, overseeing a vast workforce of 34,000 with an annual economic impact of \$33.7B.

- Managed diverse staff of aviation experts, financial specialists managing multi-billion dollars in contracts and transactions, project managers of multi-million-dollar programs, IT, and human resources professionals.
- Developed a visionary strategy for the airport's growth and global leadership, attracting new business and expanding global connectivity.
- Successfully negotiated global partnerships, resulting in an 8.5% increase in passenger volume, the addition of 23 new airlines, and economic impact exceeding \$900 million for the local economy.
- Bolstered MIA's brand recognition as a global industry and industry model through strategic social media, press, and marketing engagement amidst the introduction of innovative technology that maximized operational efficiency and revenue.
- Developed and fostered strong governmental relationships with local, state, and federal officials, which drastically increased federal & state-funded investments and grants.

Managing Director Booz Allen Hamilton, Miami, Florida 2010–2014

South Florida manager for a global strategy and technology consulting firm for the federal government. Responsible for all aspects of the South Florida market, to include business development, marketing, P&L, proposal development, contract management and sales lifecycles.

- Selected as program manager for several large scale, complex international programs for the US government as a program management consultant.
- Instituted business development strategy and led proposals that increased revenue 1311%: Developed and executed an expansive South Florida business development and marketing strategy that catapulted business and revenue from \$850K in 2010 to over \$12M annual revenue.
- Provided strategic oversight for the budget of the Miami office, reducing overhead costs, and streamlining processes to maximize revenue and drive business growth amidst the fulfillment of increased staffing and administrative demands.

UNITED STATES MILITARY – Advanced through multiple vital, high-profile roles spanning increasing levels of senior and executive leader responsibilities for the U.S. military and government that resulted in highly proficient organizations that successfully contributed to the security of the U.S and its regional partners. Extensive experience working with other government agencies and NGOs in response international crisis as well as other development, economic, and governance projects in Iraq, Latin America, and the Caribbean.

— **EDUCATION** —

- Master of Arts, International Affairs, Columbia University, New York, New York
- Master of Arts, Strategic Studies, U.S. Army War College, Carlisle, Pennsylvania
- Bachelor of Science, General Engineering, U.S. Military Academy, West Point, New York

— **LANGUAGES** —
English/Spanish

— **CERTIFICATIONS** —

CERTIFIED PROFESSIONAL BUSINESS COACH (PROFESSIONAL BUSINESS COACHES ALLIANCE)

— **TECHNOLOGY** —

- **Remote Communication and Project Management:** Zoom, Microsoft Teams, GoToMeeting
- **Document Management:** Microsoft Office (Word, Excel, PowerPoint, Project, Visio)

William R. Whitson, ICMA-CM Ret.

OBJECTIVE

To support the implementation of quality local government services across the Southeast United States by contributing my passion and extensive knowledge of local government operations. Using decades of proven leadership skills my goal is to strengthen, support and build resilient team-oriented organizational operations wherever I may serve.

PROFESSIONAL EXPERIENCE SUMMARY

Significant experience in local, state and federal government operations, serving in senior-level professional management and administrative positions. Extensive experience in working with elected bodies on issues like budget/finance and fiscal operations, emergency operations, project development, grants management and administration, legislative policy, human resources, public utilities-water/sewer/electric/drainage, redevelopment, union negotiations, risk management, purchasing, coastal erosion, intergovernmental agreements, police and fire operations, purchasing and contracts, public works. Skilled in public meeting facilitation and intergovernmental relations.

CAREER HIGHLIGHTS OVERVIEW RELATED TO PAST POSITIONS

- Provided critical leadership to develop and implement Five Year Technology Improvement Plans in Port Orange, FL and Hapeville, GA transforming the technology, efficiency and effectiveness of the organizations.
- Developed and led multi-million dollar Citizens Chalkboard Budget Planning initiatives in multiple communities.
- Successfully oversaw several multi-million dollar local government budget processes.
- Reduced tax burden by reorganizing City staff, saving significant resources identifying efficiencies and improving service delivery.
- Engaged as a private consultant on process improvement evaluations, studies and training.
- Initiated multiple process improvements including, but not limited to, risk management, new applications of fiber optic technology, establishment of broadband networks, installment of a new telemetry system, employee safety committees and thousands in insurance premium savings in multiple local government organizations.
- Led multi-million dollar capital improvement projects (water/sewer, roads, parks) in Milton, Panama City, Port Orange and Flagler Beach, FL, as well as in Cairo and Hapeville, GA.

COMMUNITY PROJECT HIGHLIGHTS

- Coordinated the launch of the new City Marina redevelopment project for Downtown Panama City.
- Led collaborative effort between FDOT, City officials and citizens to beautify and re-design S.R. 5/Nova Road in Port Orange. Coordinated \$1.2M effort to redesign Jenks Ave. as a professional corridor in Panama City.
- Coordinated the development of the Riverwalk Memorandum of Understanding (MOU) outlining a major downtown waterfront redevelopment effort valued at over \$350M in Port Orange, Florida.
- Initiated the rebuild of the Flagler Beach Fishing Pier by securing a FEMA funding extension for \$10M and by procuring an engineering firm compliant with federal rules for Pier design.
- Helped secure award of \$2.2M in BP funding for various marina improvements in Panama City.

EMERGENCY RESPONSE HIGHLIGHTS

- Led efforts to develop the Florida Coalition EMAC response to Hurricane Katrina in south Mississippi, delivering nearly \$1M of local recovery aid. Extensive experience with Long-Term recovery operations.
 - Appointed by ICMA to serve on the National Emergency Management Network Board of Directors (NEMN). NEMN pioneered new emergency management software development for Local government use.
-

William R. Whitson, ICMA-CM 2002-2018

- Served as Incident Commander or directly on the Incident Command staff in Hurricanes Erin, Opal, Charley, Frances Jean, Katrina, Harvey, Ian and Nicole.
- Provided significant leadership in planning and constructing a new 15,000 sq. ft. multi-purpose City Hall building in Milton, FL, hardened for emergencies with State/FEMA grant and a 46,400 sq. ft. Courthouse Facility for Aransas County, Texas. Project included a City Hall and a public plaza.

OTHER SELECTED HIGHLIGHTS

- Recruitment and opening of three multi-million dollar economic development projects for the City of Port Orange, creating over 350 new jobs and over \$30M dollars in new tax base.
- Led efforts to complete a new \$13M food distribution facility at new industrial park in Cairo, Georgia within a one-year time frame and creating over 80 new jobs.
- Worked with Cairo, Georgia Council Members to lower ad valorem property tax rate from 7.90 mills to 7.52 mills. Worked to Reduce tax rate in East Ridge, Tennessee by 1.2 cents per hundred.
- Worked to develop innovative grant incentive programs, attracting over \$500K in new investments, supporting expansion of various redevelopment activities in Panama City, Florida.

RELATED EMPLOYMENT HISTORY

City Manager, City of Flagler Beach, FL (pop 5,200)

2021 - 2023

Served as City Manager for a full service City on the Atlantic Coast of Florida with an annual budget of \$30 Million plus capital programs and over 100 employees. Services included Police, Fire, Sanitation, Ocean Rescue, Water, Sewer, Public Works, Building Dept., Parks and Recreation, Library and more.

- Led team to secure more than \$14.5 Million in Federal/State grant funding.
- Initiated new major infrastructure projects including a Wastewater Treatment Plant rebuild, a new resilient Fishing Pier, a telemetry system, a new public environmental park and a glass processing machine for recycling. Recycling Program recognized as a 2022 Environmental Award winner.
- Reinvented the City's budget process and oriented it towards public collaboration.
- Served as Incident Commander for Hurricanes Ian & Nicole in 2022. Organized two Public Hurricane Forums with representatives from FEMA, SBA, the National Weather Service, FDEM, Flagler County, Red Cross and City Departments.
- Provided City oversight of new major development projects including a Compass by Margaritaville Hotel and The Preserve apartment complex investing over \$18M in the City CRA.
- Improved City service delivery by creating new positions including a groundskeeping team, a CRA Director, a Full-Time Code Enforcement Officer, an additional Police Officer and an Assistant to the City Manager.
- Drafted adopted legislative positions for the City.
- Collaborated closely with the U.S. Army Corps of Engineers and Flagler County on planning a 2.6 mile beach renourishment project for the Flagler Beach coastline. Served on the A1A Strike Team to plan for a more resilient scenic roadway, beach and dune system in Flagler Beach.

President/Owner, Local Government Visions, LLC (www.LGVisions.biz)

2014 - 2024

Utilizing my extensive public sector background, I envisioned, built and continue to operate a consulting firm part-time dedicated to supporting the improvement of local government operations. Client base included:

- The Florida League of Cities (FLC) - Provided training and technical assistance services through webinars and workshops. One major issue of focus was the NFIP and Biggert-Waters legislation as well as the impacts of the Home Owners Flood Insurance Affordability Act (HFIAA) in Florida. Clients also include various small communities to include Mexico Beach Florida, Beverly Beach, Florida, Palatka, Florida and Aransas County/Rockport, Texas.
- Served as lead technical consultant & Senior Advisor to Aransas County and various local governments severely impacted by Hurricane Harvey on the Texas Gulf Coast, providing key

leadership to build and implement a Long-Term Recovery plan to guide the recovery operations in coastal Texas. The Recovery Plan utilized over \$150 Million in Federal/State funding for recovery operations to restore the area hard hit by major storm. Drafted legislative testimony for County.

- Conducted study to improve efficiencies for the Bluefield, West Virginia Fire Department and more.

City Manager, City of Hapeville, GA (pop 6,800)

2015 - 2017

Served as City Manager responsible for overall daily operations to include Police, Fire, Public Works, Parks and Recreation, Information Technology, Economic Development, Planning, Finance, and HR. Budget of over \$30 Million and 140 employees. Small urban community located adjacent to the Hartsfield-Jackson International Airport in Atlanta, GA.

- Adopted a new FEMA Emergency Management Plan.
- Drafted multiple legislative positions adopted by the Council.
- Guided and directed Citizens Chalkboard Budget Planning initiative.
- Led efforts to Adopt a new Liveable Community Comprehensive Plan.
- Created a One Stop Shop program, coordinating millions of dollars in new economic growth, jobs and tax base.
- Provided leadership for the City's active participation in the film industry and the ATL Aerotropolis initiative.
- Led efforts to develop and adopt a new Storm water management utility system.
- Organized T-SPLOST efforts to pass in the community netting over \$6M in new transportation project improvements.

Director, Panama City, FL (pop 38,000)

2011 - 2014

Served as Director of the Panama City Community Redevelopment Agency (CRA) with four separate CRA Districts established under FS Ch 163. Total budget of \$4M and seven full-time staff. In addition, CRA was responsible to contract and manage expanded community Policing Services (6 FT Police Officers) as well as maintenance of various CRA properties and assets. Successfully negotiated contract service agreements; developed marketing and long-range planning efforts, organized community input for design and creation of new public spaces including streets, parks, downtown marina/streetscape and various urban development projects.

- Awarded and administered local redevelopment grant dollars. Grant program served as a tool to attract numerous jobs and hundreds of thousands of dollars in new investment and supported historic preservation.
- Led design development efforts for phase I Downtown Marina Master Plan Project valued at over \$13M in new City investment in 2012/13.
- Responsible for strategic planning and administration of numerous grant and construction projects such as the MLK Blvd. beautification and the Jenks Ave. improvement valued at over \$1.2M.
- Implemented aggressive new efforts to increase and automate Code Enforcement targeted at properties that lowered property values.
- Worked as a key part of the City team to successfully secure the expansion of a medical software company iSirona/Nant Health in Panama City, a medical software company with over 400+ jobs.
- Negotiated agreements to leverage over \$18M in new parking improvements at Bay Medical Center.
- Worked to establish plans for African American Cultural Heritage District.
- Pioneered and coordinated implementation of flexible streets program for Downtown.

City Manager, City of East Ridge, TN (pop 20,000)

2009 - 2010

Served as City Manager for full service City with approximately 130 employees and a budget of \$14 Million. Services included Police, Fire, Solid Waste, Streets, Parks, Library, Building and Code enforcement, Traffic Control, Animal Control and Municipal Court.

- Worked to secure \$2 Million in new federal grant funding during employment.
- Worked to reduce tax burden, re-organized the City staff saving tens of thousands in resources and improving service delivery.

- Secured significant savings in employee health care costs.
- Successfully led efforts to respond to major flood events impacting the community in September, 2010 creating a one stop local recovery center.
- Worked closely with developers and elected officials to lay economic development foundation and plans that helped secure a future 85,000 sq. ft. Bass Pro- shop site selection for the City. A multi-million dollar investment in the City tax base.

Budget Director/Special Assistant, City of Panama City, FL (Pop 38,000)

2008 - 2009

Served as Director of Budget for approximately \$60 Million and 550 employees. Services included Police, Fire, Solid Waste, Water & Sewer, Marina, Streets, Parks, Building and Code Enforcement.

- Successfully oversaw budget process including first year of the new State TRIM Act.
- Coordinated special projects for the City Manager to include bio-diesel initiative, and various issues associated with organizational efficiency and community redevelopment.

City Manager, City of Cairo, GA (pop. 9,500)

2006 - 2008

Served as City Manager under newly revised Council/Manager form charter; a full service City with approx. 170 employees and a budget of \$34.3 Million. Services included electric, cable TV/internet, water, sewer, gas, landfill, garbage collection, roads/streets, parks, municipal court, small municipal airport, cemeteries, joint development industrial park, police, fire and building dept./code enforcement.

- Responsible for daily management of all departments and operations including NIMS training and preparation for City staff.
- Worked closely with the South Georgia Governmental Services Authority (SGGSA) to improve and expand fiber-optic cable services, Municipal Electric Association of Georgia (MEAG) and the Georgia Municipal Association (GMA) on various projects, intergovernmental issues and legislative matters to include long-range planning and contract negotiations for consortium purchase of future Nuclear power plant supply/capacity.

Assistant City Manager, City of Port Orange, FL (pop. 55,000)

1998 - 2006

Served as the Assistant City Manager providing major leadership and policy input to support the operation and management of the City of Port Orange. The City was a full service City with over 450 employees and a budget of over \$85 Million and a solid reputation for creativity, innovation, strategic planning and leadership in the local government community throughout Florida. Major responsibilities included management of the technology department, economic development programs, inter-governmental relations on a wide variety of topics, emergency management, grant programs including CDBG & SHIP entitlement funding as well as a Neighborhood Investment (NIP) Grant Program. Also responsible for franchise agreements, citizen service delivery and citizens complaint tracking system and a wide variety of additional special duties, programs and projects.

- Established innovative outreach programs such as team development of the City of Port Orange website, a 3CMA SAVY Award winner (2003).
- Served as part of (NIMS) Incident Command structure for several natural disasters including wildfires of 1998, Hurricanes Charley, Francis and Jean.
- Responsible for organizing and leading a coalition of Florida local governments responding to long-term recovery efforts in south Mississippi after Hurricane Katrina delivering over \$1M in recovery aide.
- Responsible for all City's Legislative Programs. Served as the lead staff for City CRA's, environmental issues & programs.
- Served as Property Manager & Project Officer for well over \$15 Million dollars in capital improvement projects and other special initiatives.
- Led efforts to create POG-TV, the first local government channel in Volusia County.
- Served as acting City Manager in absence of the City Manager when designated.

City Manager, City of Milton, FL (pop. 8,500)

1993 - 1997

Served as City Manager for full service City including Police, Fire, Water, Sewer, Natural Gas, Solid Waste Collection, Public Works operations and a Downtown Re-development Advisory Board. Exercised management oversight for a budget of approx. \$10M, including supervision of 110 employees.

- Improved technology systems as well as customer service levels.
- Successfully worked with City Council to increase budget revenue growth by 35% with no increase in property taxes.
- Organized staff to effectively respond to Hurricanes Erin & Opal in 1995.
- Initiated and led capital improvements for water, sewer and gas exceeding \$5M.
- Organized and led initiative to build a new City Hall.

Assistant Director for Operations, Stennis Space Center, Mississippi, United States EPA 1983 - 1993

Planned and organized the establishment of a new field office for the U.S. Environmental Protection Agency (EPA) to protect the environmental quality of the Gulf of Mexico and related waters. Prior to promoting to Assistant Director, I served as Communication Strategist for External Affairs and as a Presidential Management Intern – Federal Contracts, Federal Grants, Congressional Operations.

Education

- **Masters of Public Administration**, University of West Florida, Pensacola, FL
- **Bachelor of Arts**, Political Science, University of West Florida, Pensacola, FL
- Recently completed a Mediation & Conflict Management Course- 2023

Community Involvement, Awards & Professional Associations

- Credentialed CM by ICMA from 2002-2018 – now CM Ret.
- Flagler Beach Awarded the 2022 Environmental Stewardship Award by the NE Regional Planning Council for the Big Blue Glass recycling machine project
- Served on Florida Governor's Task Force on Water Supply & Funding
- Awarded Florida League of Cities – State of Florida Municipal Employee of the Year Award 2006
- Awarded U.S. EPA Bronze medal for commendable service
- President, Florida City/County Management Association (FCCMA). During Presidency, efforts included:
 - Creation of new Center of Excellence in Florida Local Government at Florida State University
 - Conducted Tour De Florida bicycle charity ride across Florida- over 1,500 miles
 - Established standing Long-Term Disaster Recovery Strike Teams
- Past President and former member of FCCMA Board of Directors
- Served on various Florida League of Cities Policy Committees including legislative affairs
- Member, International City/County Management Association (ICMA), Georgia City/County Manager's Association, Florida City/County Management Association (FCCMA) & Tennessee Manager's Association
- Selected by the Georgia Municipal Association to serve on the City Manager's Advisory Committee
- Past President & Member, Milton, FL Kiwanis and Member, East Ridge, TN Kiwanis
- Past Member Cairo, GA Rotary
- Past Member of Hapeville Exchange Club – Former Chairman of Fundraising
- Published Author- ICMA PM Magazine/Crisis Response Journal 2020 on Long-Term Recovery
- Co-Author ICMA Concept Paper establishing the need for a Foundation to support Long-Term Recovery Operations
- Selected by FEMA as a Congressional Liaison/External Affairs Reservist 2023

WORK EXPERIENCE

Founder & CEO – Local Government Solutions, LLC.

Sep. 2021 - Present

Local Government Solutions was formed to assist local governments in creating more efficient operations, benchmarking, strategic planning, process improvements, interim services, and leadership development.

- Completed an organizational analysis for the Pinellas County Facilities Department that resulted in 18 recommendations aimed at increasing the effectiveness of the department.
- Trained multiple organizations on emotional intelligence skill building including Dade City, FL; Sanford, FL; Safety Harbor, FL; Florida League of Cities; and Longboat Key, FL.
- Served as interim budget manager for Nassau County, FL to ensure the continuity of services, leadership development, and analysis including reviews of economic development grants.
- Assisted Nassau County, FL in reorganizing their Public Works Administration Division to provide more effective support.
- Assisted the City of Mexico Beach with capital improvement planning process enhancements.
- Created a 4-year future staffing strategic plan for the City of Oak Hill.

County Manager – Lake County, FL

Feb. 2021 – Aug. 2021

Lake County is the 19th largest county in Florida, serving over 400,000 residents. The budget is over \$753 million and includes almost 1,000 FTEs under the Board of County Commissioners.

- Significantly increased pay for the EMS Department that had a 50% vacancy rate and significant turnover, without increasing taxes.
- Increased funding for roads by 300% without increasing taxes.
- Guided budget development to increase fund balance from 8.6% to 12.6% in one year.
- Coordinated the first facilitated strategic planning session in the County's history.
- Created online survey for building and zoning and implemented other improvements based on customer feedback. Within a few months, customer satisfaction averaged 9 out of 10.
- Directed update on new purchasing manual to increase efficiency and reduce timelines for procuring goods and services for the county.
- Approved numerous policy changes with the goal of improving county operations.

Interim City Manager & Assistant City Manager – Port Orange, FL

Jan. 2015 – Jan. 2021

Port Orange is the 3rd largest city in Volusia County serving 64,230 residents. The city has a budget of \$160 million and 492 FTEs.

- Completed multiple fee studies to better align fees with actual costs.
- Supervised FEMA Public Assistance process, obtaining millions in reimbursements.
- Led process to create a fire service fee to help fund Fire Rescue.
- Created a 5-year forecast that highlighted future fiscal concerns.
- Created a new fund balance policy that ensured financial stability.
- Led the city's effort to update the Enterprise Resource Planning (ERP) software.
- Worked with local, state, and federal officials in obtaining necessary legislation, grant funding and support for targeted priorities including \$1.5 in stormwater grants.

WORK EXPERIENCE (CONTINUED)

Senior Management Advisor – Management Partners, Inc.

Apr. 2013 – Jan. 2015

Management Partners was a national government management consulting firm. The firm specialized in helping local government organizations improve their operations.

- Managed a jail feasibility study for Baldwin County, Alabama.
- Managed an efficiency study for West Palm Beach Parks and Recreation that resulted in 37 recommendations for improving services while reducing expenditures.
- Trained cities and counties on outcome-based budgeting and performance measurement.
- Completed a complex parks and recreation fee structure and market analysis for 10 Northern California cities that improved competitiveness and realigned cost recovery.
- Analyzed financial functions for the City of Sanford as part of an organization-wide study that resulted in 71 recommendations and \$8.7 million in cost savings and revenue enhancements.
- Assisted Los Altos, CA in documenting all Human Resources and Risk Management functions.

Budget Manager – Washoe County, NV

Feb. 2012 – Apr. 2013

Washoe County encompasses approximately 6,542 square miles in northwestern Nevada including the Cities of Reno, Sparks, and parts of Lake Tahoe. The County has a budget of \$834 million and 3,023 FTEs that serve a population of about 485,000.

- Won the GFOA award for distinguished budget presentation.
- Incorporated a 3-year strategic planning process into the budget development.
- Expanded the capital improvement process to include larger groups of decision makers for a more well-rounded approach to capital planning.
- Simplified the quarterly budget report and budget book for ease of understanding by elected officials and the public.

Financial Systems Manager – Fulton County, GA

Jun. 2009 – Feb. 2012

Fulton County is the largest county in Georgia, serving a population of over 1 million with a budget of over \$1.25 billion and about 4,800 FTEs.

- Supervised the transition to outcome-based budgeting, which saved over \$50 million.
- Worked with the Sheriff to analyze the impact of a new county jail, and the possible closure of the regional Peace Officer Standards and Training Academy.
- Edited the budget books, which received the GFOA award.
- Organized the \$25 million five-year capital program.
- Saved \$3.1 million by seeking creative cost reductions.
- Created a community-based budgeting activity, which the county used to gather citizen input and increase involvement in the budget process.
- Facilitated process improvements, which reduced process times by up to 50%.

WORK EXPERIENCE (CONTINUED)

Senior Budget and Management Analyst – Broward County, FL Jun. 2005 – Jun. 2009

Broward County is the second largest county in the State with a population of 1.9 million, a budget of approximately \$5.6 billion and 6,667 employees.

- Assisted in the creation of the outcome-based budget process, which saved \$80 million.
- Facilitated process improvements in various departments, saving over \$100,000 annually.
- Created and coordinated new IT capital request process for the entire county.
- Managed \$450 million annually in operating and capital.
- Responsible for performance measurement analysis and reporting for assigned departments.

EDUCATION & CERTIFICATIONS

Claremont Graduate University

Organizational Psychology, PsyD Candidate (expected graduation 2029)

Rockefeller College of Public Affairs and Policy

Master of Public Administration, with Honors - 2005

University at Albany – State University of New York

Bachelor of Arts in Psychology, Summa Cum Laude – 1999

Certified in EQ-i 2.0 & EQ 360, 2024

Certified 5 Archetypes Coach, 2023

IS-100.c, IS-700.b, IS-800.d (FEMA), 2022

ICMA Credentialed Manager, 2021

Six Sigma Yellow Belt, 2015

Essential Management Skills Certificate (ICMA), 2011

Certificates in Process Improvement and Advanced Facilitation, 2006

SPEAKING ENGAGEMENTS & PUBLICATIONS

Speaking Engagements

How to Enhance Your Chances of Reimbursement from FEMA, FCCMA 2017

Using Emotional Intelligence to Enhance Leadership, FCCMA 2022

Reducing Turmoil with Emotional Intelligence, FLC 2023

Embracing Resilience: Navigating Life's Storms & Rediscovering Your Identity, FCCMA 2024

Publications

Rosen, A. & Belknap, A. (2015). *Navigating the Economic Upturn: Five Priorities to Guide Managers*. Public Management, 97 (7), 28.

Rosen, A. (2011). *Tips for TIFs: How to Get a Quicker Return on Your Tax Increment Financing Dollar*. Public Management, 93 (4), 14-17.

Rosen, A. (1999). *Expectancy Violation in Bottlenose Dolphins* [Unpublished undergraduate dissertation]. University at Albany – SUNY.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.I.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney

FROM: Steve O'Connor, Principal Planner
Tina Deater, Community Development Director

DATE: July 25, 2024

SUBJECT: First reading of Ordinance 24-06-LC - Amending Article 7 - Zoning and Regulatory Controls - of the Land Development Code to modify conditions and criteria for approval for a Luxury Recreational Vehicle (RV) resorts (Formerly referred to as Luxury Motor Home Resorts).

I. BACKGROUND: Staff has reviewed the current Luxury Recreational Vehicle (RV) Resort regulations in Land Development Code (LDC) **Section 7.09.01.B.10. - Luxury motor home resorts** as part of the LDC rewrite project, and identified that specific language in the current regulations needs to be updated ahead of the adoption of the new LDC.

II. DISCUSSION: The current regulations are outdated and do not contain language that is conducive to the type of development that is intended to be permitted through these regulations. Specifically, the limitation on the type of RVs permitted is very limiting, as the makes and models of RVs have evolved over the years as consumer expectations have changed. RVs are also referred to as “motor homes” in the regulations, which is misleading as the term home implies “dwelling,” and it is the intent of the Town Center Mixed Use (TCMU) Zoning District to specifically not allow permanent or seasonal single-family residential dwellings. To address these issues, the staff recommends replacing the term “motor home” with “recreational vehicle.”

There are other outdated regulations, such as the “concrete” pad requirement. Concrete, if cracked, is expensive to replace and, therefore, many times it does not get repaired. Staff proposes allowing pavers to be used instead of concrete, if they meet minimum standards.

Changes are also proposed to eliminate redundant setback requirements and to update how maximum development intensity is calculated, to be consistent with the Comprehensive Plan requirements for non-residential uses.

With these issues identified, Staff has developed the attached Draft Ordinance 24-06-LC for the Council's consideration and review.

- A. **Link to Strategic Goals / Objectives:** #2. Enhanced quality of life and safety for families
#3. Economic development and revitalization
- B. **Effect on Budget (EOB):** N/A
- C. **Level of Service (LOS):** N/A
- D. **Legislative Sponsor:**

III. CONCLUSION: The proposed revisions to the Luxury RV Resort Regulations will allow Staff to properly implement and enforce the intent of the regulations by providing updated language and clarity.

The Local Planning Agency (LPA) met on July 18, 2024 and voted 5 to 0 to recommend that City Council approve the Proposed Ordinance 24-06-LC.

IV. RECOMMENDED MOTION: I move that City Council approve/approve with modifications/deny proposed Ordinance 24-06-LC.

Attachments:

1. 1 - Ord. 24-06-LC for First Reading
8.5.2024

ORDINANCE NO. 24-06-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 7, ZONING AND REGULATORY CONTROLS, OF THE LAND DEVELOPMENT CODE TO MODIFY CONDITIONS AND CRITERIA FOR APPROVAL FOR LUXURY RECREATIONAL VEHICLE (RV) RESORTS (FORMERLY REFERRED TO AS LUXURY MOTOR HOME RESORTS); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council desires to develop and maintain appropriate settings and environments for buildings, sites, and areas to enhance property values, promote the tourist trade and interest, and foster knowledge of the city's living heritage; and

WHEREAS, it is the intent of the TCMU zoning district to specifically not allow permanent or seasonal single-family residential uses;

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should allow Recreational Vehicle Park Resorts in the Town Center Mixed Use zoning district as a conditional use where appropriate criteria and conditions for the use are met; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing was conducted on July 18, 2023, after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, 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 Land Development Code that have been skipped and remain unchanged.

SECTION 3. 7.09.00. – SPECIAL DESIGN CRITERIA

SECTION 7.09.02.B.10

10. *Luxury ~~motor home~~ recreational vehicle (RV) resorts.* Luxury ~~motor home~~ recreational vehicle resorts shall conform to the following special design criteria requirements except in cases where the city council determines the public health, safety and welfare is adequately protected and expressly approved as part of a conditional use per LDC Article 2, Section 2.09. City council may impose other appropriate conditions upon a development in lieu of, or in addition to, those expressly set forth in this section 7.09.02.B.(10), as applicable. Luxury ~~motor home~~ recreational vehicle resorts shall conform to the following requirements unless otherwise expressly approved by the city council as part of a conditional use approval, as applicable:

- a. *Type of allowed Condition of recreational vehicles:* ~~Only Class A and C motor homes, that are at least 26 feet in length, are allowed except that other recreational vehicles, including Class B, fifth wheels, and other recreational~~ All recreational trailers vehicles are permitted provided they are in good working order, remain mobile, and are not tied down, skirted, or attached.
- b. *Minimum parcel size:* Ten acres. This criteria shall not be waived by the city council.
- c. *Minimum size of ~~motor home~~ recreational vehicle lot:* ~~If subdivided, nNo lot shall be less than 30 feet in width. If not subdivided, no motor home lot shall be less than 30 feet in width.~~ This criteria shall not be waived by the city council.
- d. *Size of ~~motor home~~ recreational vehicle pads:* All ~~motor home~~ recreational vehicle pads shall be designed to accommodate ~~motor homes~~ recreational vehicles of not less than thirty-five feet (35') feet in length; twenty-five percent (25%) percent of all pads shall be designed to accommodate ~~motor homes~~ recreational vehicles of not less than forty feet (40') feet in length.
- e. *Material used to construct ~~motor home~~ recreational vehicle pads:* All ~~motor home~~ recreational vehicle pads shall be constructed of concrete or pavers, provided however that pavers are not permitted unless they meet AASHTO's H-20 (for roadways and pads) or HS-20 Loading Standards (for fire lanes), as applicable. All materials must remain properly maintained, shall not cause blight, and shall not present a hazard to the public health safety or welfare.

- f. ~~Motor home Recreational vehicle lot occupancy limitations: Motor home recreational vehicle lot occupancy shall be limited to one Class A or C motor homes recreational vehicles. No trailers, tents, conversion vans, or fifth wheel vehicles shall be permitted on pad sites or within the resort development. No pad may be occupied continuously by the same motor home recreational vehicle or occupant for longer than 180 120 days.~~
- g. ~~Density: For the purpose of calculating density, one motor home recreational vehicle lot shall equal one dwelling unit. This criteria shall not be waived by the city council.~~
- g. Intensity: The maximum development intensity for a luxury recreational vehicle resort shall be calculated using Floor Area Ratio (FAR).
- h. Minimum setback from perimeter of parcel to motor home recreational vehicle pad: 35 feet next to residential uses; 25 feet next to all other uses outside of the unified development plan; and 15 feet next to all other uses within the Unified Development Plan. Those portions of a development that abut single-family, duplex or townhome uses shall be fourteen feet (14').
- i. Minimum setback from the property line to any permanent structure: Fifteen feet (15') feet for structures up to twenty feet (20') feet in height; add one foot of setback for each additional foot in height above twenty feet (20') feet.
- j. Buffers: The following buffers are required for luxury motor home recreational vehicle resorts:
1. Location of perimeter buffering: Perimeter buffering is required adjacent to and within one hundred feet (100') feet of residential uses, outside of the Unified Development Plan.
 2. Perimeter wall: A decorative solid, sound absorbing, non-reflective wall, six feet (6') in height shall be erected adjacent to residential uses located outside of the Unified Development Plan.
 3. Buffering adjacent to residential uses: Natural area or maintained landscaping of dense plantings comprised of material with a median average height of twelve feet (12') feet at time of certificate of occupancy covering a depth of not less than 20 fourteen feet (14') inward from the perimeter wall.
 4. Buffers adjacent to non-residential uses: Minimum of 10 feet wide landscaped buffers planted with materials in accordance with Section 7.09.03.F.1.f.2.e.
- k. Landscaping: In addition to required buffer landscaping, there shall be a minimum of one tree or (two palms in lieu of one tree) of not less than ten feet (10') in height at time of planting, and ten shrubs, not less than two feet in height at time of planting for each motor home lot and for each 500 square feet of permanent structure of a height of ten feet (10') or greater. Palms shall constitute not more than fifty percent (50%) percent of

the total number of required trees.

- l. *Parking:* There shall be a minimum of one automobile parking space per ~~motor home~~ recreational vehicle pad and one additional parking space per every ten ~~motor home~~ recreational vehicle lots. Parking spaces shall be concrete or paver-block. A centralized area located not closer than one hundred feet (100') ~~feet~~ from any residential use, may be provided to park boats and trailers. No parking of any vehicle on unpaved areas or on access roadways shall be permitted.
- m. *Noise:* ~~Motor homes~~ Recreational vehicles shall not be maneuvered on-site after 10:00 p.m. or before 6:00 a.m. Power generators shall not be operated within Fifty feet (50') ~~feet~~ of residential areas unless there is a declared emergency.
- n. *Noise mitigation:* A professional in noise mitigation analysis shall certify to the City at time of development order application that the areas of operation of permitted ~~motor home~~ recreational vehicle will not exceed 75 dB as measured from any off-site residential property line. Upon completion of the development, said professional will certify that the project was built in accordance with approved plans.
- o. *Amenity area:* Not less than ten percent of the area of the parcel managed as a luxury ~~motor home~~ recreational vehicle resort shall be dedicated as an amenity area.
- p. *Full time on site management:* ~~On-site live-in management is required and shall be available 24 hours a day seven days a week. Camp Host:~~ An individual must reside on the camp grounds 24 hours a day, seven days a week, whether as a patron or as an employee, and shall be responsible for daily customer interactions such as but not limited to greeting, selling small camping goods, resolving issues on-site, and other duties as agreed upon to fulfill the needs and requirements of having a full time on-site management for any and all camp or luxury RV grounds.
- q. *The following minimum infrastructure improvements shall be provided:* Paved access not less than twenty feet (20') ~~feet~~ wide to every ~~motor home~~ recreational vehicle lot; street lights; water, sewer, and drainage facilities; cable or wireless communications infrastructure; high speed internet; and electrical connection for each pad not less than 50 amp service.
- r. *Deed restrictions:* Deed restrictions shall be equal to or more restrictive than provisions of this ordinance.
- s. *Additional criteria:* In order to protect the public health, safety and welfare, the city council may impose additional criteria, conditions, or restrictions on luxury ~~motor home~~ recreational vehicle resorts in zoning districts where such uses are approved as a conditional use.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code 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 and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS _____ DAY OF _____,
2024.

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.

DRAFT

Rey Bailey, City Clerk

First Reading: _____
Second Reading: _____

DRAFT

Kimberly Romano Kopp, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney

FROM: Tina Deater, Community Development Director

DATE: July 23, 2024

SUBJECT: First reading of Ordinance 24-07-PC, amending the Comprehensive Plan, providing for the adoption of a small scale amendment to the Comprehensive Plan Future Land Use Map to include a change in future land use designations of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A", consisting of approximately 4.75 acres from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

I. BACKGROUND: The subject property consists of eight (8) lots, totaling approximately 4.75 acres. The lots currently have a **FLUM** designation of **CMU-V** and are **zoned CMU-V**. The requested **FLUM amendment (LU-001400-2024)** and **rezone (LU-001395-2024)** will allow these properties to be incorporated into the overall development site for the Heron's Nest Marina, which is located on the other side of Calhoun Ave. and already has a **CMU FLUM** designation and is zoned **CMU**.

II. DISCUSSION: The subject property consists of the following eight (8) lots, totaling approximately 4.75 acres:

-

Address and Parcel ID Numbers of Project:

- 102 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0630-0000-1230**)
- 104 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0630-0000-1240**)
- 108 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-072J**)
- 118 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-072I**)
- 115 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0040**)
- 109 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0030**)
- 105 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0020**)
- Unaddressed Parcel on Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-002A**)

The eight (8) lots currently have a **Future Land Use Map (FLUM)** designation of **Calhoun Mixed Use-Village (CMU-V)** and are in the **Calhoun Mixed Use-Village (CMU-V)** zoning district.

The property owners are planning to establish a wedding venue at the previously approved Heron's Nest Marina located at 105 and 109 Calhoun Ave. (not a part of this request). An event venue is a Permitted Use in the **CMU** zoning district, but not in the **CMU-V** zoning district. Due to the parking requirements for the event venue, the applicant needs to provide more parking than currently exists at 105 and 109 Calhoun. However, the off-site parking regulations in the City's Land Development Code do not permit properties zoned **CMU-V** to be utilized as off-site parking and does not permit standalone parking lots; therefore, a rezone to **CMU** is required to allow the properties to be incorporated into the overall development site for the Heron's Nest Marina. The **FLUM** must be amended from **CMU-V** to **CMU**, in order to allow the zoning change. If the proposed **FLUM** and **Zoning Map** amendment are approved, these properties are proposed to be incorporated into the overall development site for the Heron's Nest Marina via a Development Order (DO) Deviation at a later date.

COMPREHENSIVE PLAN ANALYSIS:

Comprehensive Plan Policy 12-3.1.2 requires **Future Land Use Map Amendments** to be evaluated using the following criteria:

a. Orderly Development and Land Use Compatibility. Whether, and the extent to which, the proposal would maintain a compatible land use pattern, a smooth transition in the land use, considering the type and location of uses involved, the density, and intensity. Approval of a Comprehensive Plan amendment must be supported by evidence that the change will be consistent with Comprehensive Plan land use policies.

Staff Findings:

Per the City's Comprehensive Plan, the existing **CMU-V** and proposed **CMU FLUM** designations are within the Calhoun area of the "**MU**" **FLUM** designations as shown on the **FLUM Map. Policy 1-2.4.3: Mixed Use (MU)**. The "**MU**" designation intends to allow for an "*intense*" mix of uses within the Calhoun designation. Promoting "*innovative arrangements*" and accommodating a mix of uses and activities near each other to achieve compact development, reducing the need for vehicle trips on the local road network. The mix of uses envisioned in the Comprehensive Plan ranges from residential (long and short term), general commercial, hotel accommodations, medical, office, retail, and recreational uses.

Specifically, the Comprehensive Plan says the following about the "**Calhoun**" area.

*It is "...envisioned as a walkable, medium-scale resort-mixed use area. It also provides a transition between the South Harbor Mixed Use area and U.S. 98 to the south, the "Old Destin Area" to the northeast, and Clement Taylor Park to the north. In the intermediate future, this area is intended to undergo redevelopment. Planned developments that increase pedestrian connectivity, east-west vehicular connectivity, and parks or open space shall be encouraged. The **Calhoun** area has an excellent tree canopy and before major new development occurs, it is important the tree*

preservation ordinance be enhanced to ensure the lush character of this area continues even as new development occurs. The area shall redevelop as a mixed use area, accommodating primarily medium to high density long-term and short-term residential uses. Commercial hotels, motels, bed and breakfast establishments, and other commercial transient living accommodations shall be allowed. Permitted nonresidential uses shall include neighborhood retail commercial goods and services not exceeding 5,500 square feet, offices, water dependent activities, restaurants, and similar activities as shall be defined in the LDC. This area also permits appropriately scaled institutional uses.

The existing CMU-V and proposed CMU FLUM designations have the same General Development Standards in the Comprehensive Plan, except that the CMU designation has a more restrictive density. Therefore, the proposed FLUM amendment from CMU-V to CMU is compatible and would result in a slight decrease in the density permitted on the subject properties.

Staff finds that the proposed FLUM amendment to CMU maintains a compatible land use pattern, provides a smooth transition in the land use, and is consistent with Comprehensive Plan land use policies.

b. Adequate Public Facilities. Approval of a Comprehensive Plan amendment must be supported by evidence that the amendment will not result in public facilities and services exceeding the capacity for such services and facilities existing or programmed, including transportation, utilities, drainage, recreation, education, emergency services and similar necessary facilities and services.

Staff Findings:

The proposed FLUM amendment from CMU-V to CMU and the accompanying rezone from CMU-V to CMU was reviewed by the City's Technical Review Committee (TRC), including the utility and other public service providers. There were no objections provided by any of the reviewers.

Staff finds adequate public facilities are available to serve the project.

c. Natural Environment. Whether, and the extent to which, the proposal would result in significantly adverse impacts on the natural environment. An amendment of the Future Land Use Map shall not violate policies within the Comprehensive Plan that protect the natural environment.

Staff Findings:

The existing CMU-V and proposed CMU FLUM designations have the same General Development Standards in the Comprehensive Plan, except that CMU is limited to a maximum density of 6.0 dwelling units per acre for single-family residential and CMU-V allows a slightly higher density of a maximum of 9.0 dwelling units per acre. Therefore, the proposed FLUM amendment from CMU-V to CMU actually results in a slight decrease in the density permitted on the subject properties. The proposed amendment also does not violate any policies within the Comprehensive Plan that protect the natural environment.

Staff finds that the proposed amendment meets this criterion.

d. Economic Effects. Whether, and the extent to which, the proposal would adversely impact private property rights, the general health, safety, and welfare and adversely impact the financial resources of the City.

Staff Findings:

The proposed **CMU FLUM** designation is consistent and compatible with the surrounding area. It does not adversely impact private property rights, the general health, safety, and welfare and does not adversely impact the financial resources of the City.

Staff finds that the proposed amendment meets this criterion.

e. Public Interest Enabling Act. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation. Amendments shall be consistent with the Comprehensive Plan and enabling legislation.

Staff Findings:

The proposed **CMU FLUM** designation is consistent and compatible with the surrounding area and is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation.

Staff finds that the proposed amendment meets this criterion.

f. Special Privileges. Whether the proposed amendment would constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Findings:

The proposed **FLUM** amendment from **CMU-V** to **CMU** would not constitute a grant of special privilege to an individual owner as contrasted with the public welfare. As part of the Land Development Code rewrite, staff has evaluated the Calhoun "**MU**" **FLUM** area and has determined that due to the similarities in impacts and development standards between the **CMU-V** and **CMUFLUM** designations and the **CMU-V** and **CMU** zoning districts, it would be appropriate to combine them into a single **FLUM** category and single zoning district. The proposed **FLUM** amendment is consistent with this concept, which staff will be bringing to the Council, as the LPAs recommendation, for future consideration as part of the Land Development Code rewrite.

Staff finds that the proposed amendment meets this criterion.

g. Other Matters. Other matters related to the Comprehensive Plan and conditions since adoption of the plan, which the City may deem appropriate in considering the amendment.

Staff Findings:

Staff finds that the proposed **FLUM** amendment does not adversely impact any other matters related to the Comprehensive Plan and conditions since adoption of the plan.

Staff finds that the proposed amendment meets this criterion.

PUBLIC COMMENT:

None received to date.

- A. Link to Strategic Goals / Objectives:** III. Economic Development and Revitalization
- B. Effect on Budget (EOB):** There is no anticipated impact on the budget.
- C. Level of Service (LOS):** There is no anticipated impact on the Level of Service (LOS)
- D. Legislative Sponsor:**

III. CONCLUSION: Based on staff findings, the proposed **FLUM** amendment from **CMU-V** to **CMU** and the accompanying **rezone** from **CMU-V** to **CMU** are consistent and compatible with the surrounding area, and are in compliance with the applicable criteria for **FLUM** amendments in **Comprehensive Plan Policy 12-3.1.2**.

The Local Planning Agency (LPA) met on July 18, 2024 and voted 5 to 0 to recommend that City Council approve the **Proposed Ordinances 24-07-PC and 24-08-LC**.

IV. RECOMMENDED MOTION: I move that City Council approve the proposed Ordinance 24-07-PC.

ALTERNATE MOTIONS:

I move that City Council approve with conditions/approve with modifications/deny the proposed Ordinance 24-07-PC.

Attachments:

- 1. 1_ Proposed FLUM Ordinance 24-07-PC
- 2. 3_ Boundary Survey
- 3. 4_ Warranty Deeds
- 4. 5_ Public Notice Documents

ORDINANCE NO. 24-07-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ADOPTION OF A SMALL SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE LAND USE DESIGNATION OF EIGHT PARCELS OF REAL PROPERTY LOCATED NORTH OF CALHOUN AVENUE, AS DESCRIBED AND DEPICTED IN EXHIBIT “A”, CONSISTING OF APPROXIMATELY 4.75 ACRES, FROM CALHOUN MIXED USE- VILLAGE (CMU-V) TO CALHOUN MIXED USE (CMU); PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(PARCEL ID NUMBERS: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A).

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the applicant desires to change the future land use designation from the Low Density Residential (LDR) future land use designation to the Institutional (IN) future land use designation in the City’s Comprehensive Plan on a parcel of land located east of the Destin Airport, containing 25.38 acres, more or less, lying within the corporate limits of the City; and

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on November 17, 2022, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 3. ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:

The City of Destin’s Future Land Use Map is hereby amended by changing the future land use designation from **Calhoun Mixed Use - Village (CMU-V)** to **Calhoun Mixed Use (CMU)** for the specific area of land located on Calhoun Avenue with the following Parcel Identification Numbers: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A, consisting of approximately **4.75** acres, which is depicted in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 4. INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin's Comprehensive Plan 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. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after adoption by the City Council, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date the Administration Commission enters a final order determining that the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it becomes effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS ___ DAY OF _____ 2024.

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

Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

EXHIBIT A

Legal Descriptions for 8 parcels included in application.

1. 102 Calhoun Avenue (00-2S-22-0630-0000-1230)
2. 104 Calhoun Avenue (00-2S-22-0630-0000-1240)
3. 105 Sibert Avenue (00-2S-22-0310-000D-0020)
4. 108 Calhoun Avenue (00-2S-22-0310-000D-072J)
5. 118 Calhoun Avenue (00-2S-22-0310-000D-072I)
6. No Physical Address (00-2S-22-0310-000D-002A)
7. 109 Sibert Avenue (00-2S-22-0310-000D-0030)
8. 115 Sibert Avenue (00-2S-22-0310-000D-0040)

1. All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following: The North 200 feet of the above described Lot 12, and except: Beginning at the SE corner of said Lot 12; thence N. 72 D. 52'40" E a distance of 100 feet; thence N. 72 D. 08'50" W. a distance of 245.12 feet, more or less, to the East line of Calhoun Avenue; thence along said East line of Calhoun Ave., South a distance of 100 feet, more or less, to the North line of First Street; thence S. 72 D. 08'50" E. along said North line of First Street, a distance of 250.54 feet, more or less, to the **POB**. Said parcel, hereby being conveyed, having a frontage of 80.56 feet on Calhoun Avenue and extending Eastwardly between parallel lines 240 feet, more or less, to the West boundary of Lot Numbered Two (2) to Calhoun's SID of Addition to Town of Destin, Florida.
- 2 & 3. The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida. AND Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida. Less and Except: A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as

recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to an iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

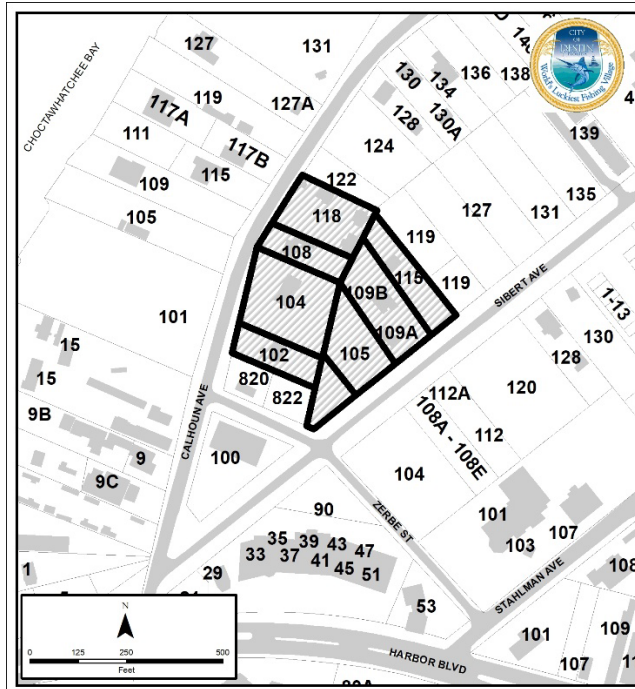
4. Being a portion of Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southeast corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence S72° 08' S0"E to a point in the East right-of-way line of State Road 30 Alternate (Calhoun Avenue) marking the Southwest corner of said Lot #72, which is the point of Beginning; thence continue S72° 08' S0" E to a point in the Northwest boundary line of Lot #3 Calhouns SID; thence with said Northwest line of said Lot #3 in a Northwesterly direction sixty-eight (68) feet to a point; thence Northwesterly to a point in said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy three & five tenths (73.5) feet Northeasterly from a point of beginning; thence Southwesterly with said East right-of-way line of said State Road 30 Alternate (Calhoun avenue) seventy-three and five tenths (73.5) feet to the point of beginning.

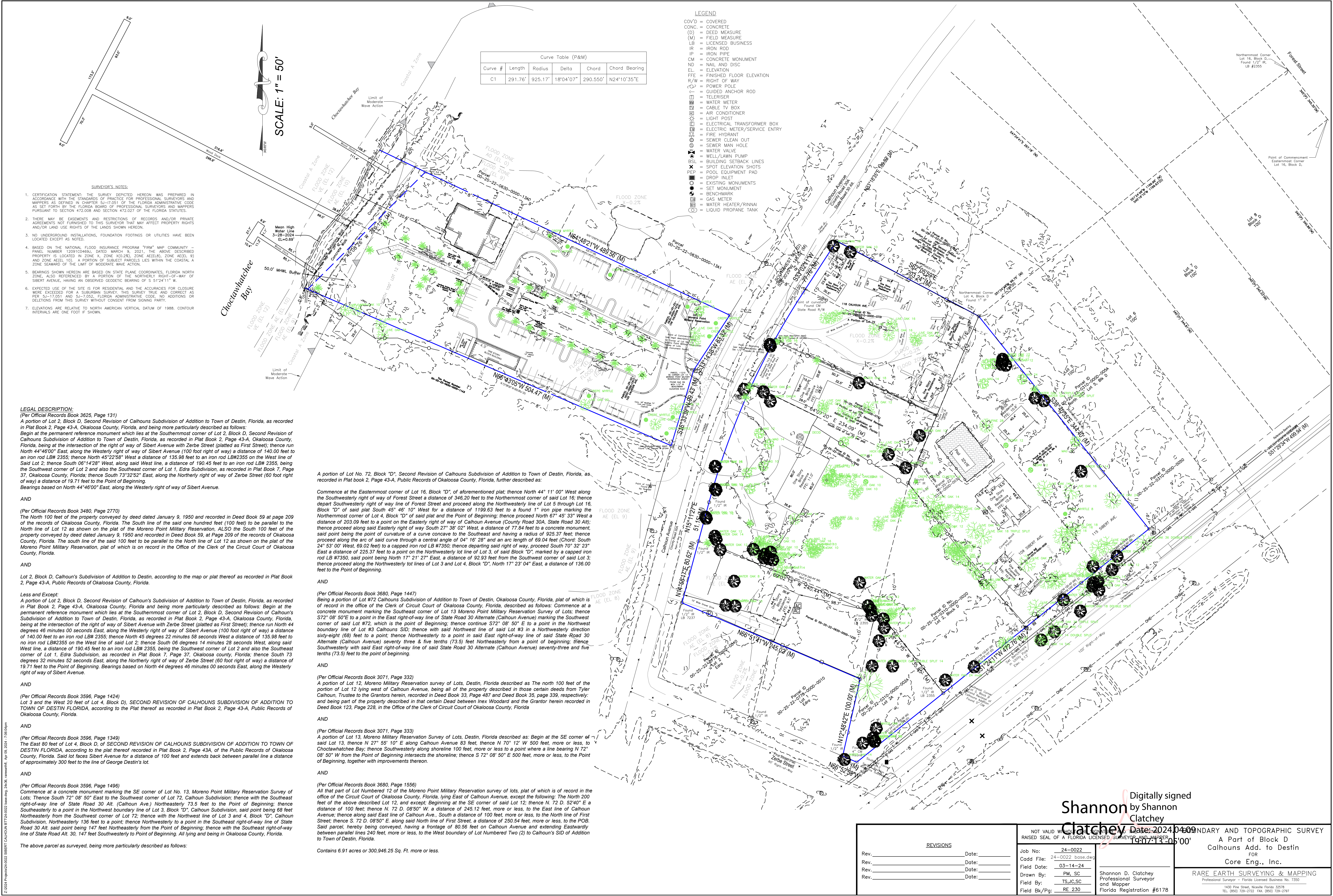
5. Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50" East to the Southwest corner of Lot 72, Calhoun Subdivision; thence with the Southeast right-of-way line of State Road 30 Alt. (Calhoun Ave.) Northeasterly 73.5 feet to the Point of Beginning; thence Southeasterly to a point in the Northwest boundary line of Lot 3, Block "D", Calhoun Subdivision, said point being 68 feet Northeasterly from the Southwest corner of Lot 72; thence with the Northwest line of Lot 3 and 4, Block "D", Calhoun Subdivision, Northeasterly 136 feet to a point; thence Northwesterly to a point in the Southeast right-of-way line of State Road 30 Alt. said point being 147 feet Northeasterly from the Point of Beginning; thence with the Southeast right-of-way line of State Road Alt. 30, 147 feet Southwesterly to Point of Beginning. All lying and being in Okaloosa County, Florida. The above parcel as surveyed, being more particularly described as follows: A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as: Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44 ° 11' 00" West along the Southwesterly right of way of Forest Street a distance of 346.20 feet to the Northernmost corner of said Lot 16; thence depart Southwesterly right of way line of Forest Street and proceed along the Northwesterly line of Lot 5 through Lot 16, Block "D" of said plat South 45° 46' 10" West for a distance of 1199.63 feet to a found 1" iron pipe marking the Northernmost corner of Lot 4, Block "D" of said plat and the Point of

Beginning; thence proceed North 67° 45' 33" West a distance of 203.09 feet to a point on the Easterly right of way of Calhoun Avenue (County Road 30A, State Road 30 Alt); thence proceed along said Easterly right of way South 27° 38' 02" West, a distance of 77.84 feet to a concrete monument, said point being the point of curvature of a curve concave to the Southeast and having a radius of 925.37 feet; thence proceed along the arc of said curve through a central angle of 04° 16' 28" and an arc length of 69.04 feet (Chord: South 24° 53' 00" West, 69.02 feet) to a capped iron rod LB #7350; thence departing said right of way, proceed South 70° 32' 23" East a distance of 225.37 feet to a point on the Northwestern lot line of Lot 3, of said Block "D", marked by a capped iron rod LB #7350, said point being North 17° 21' 27" East, a distance of 92.93 feet from the Southwest corner of said Lot 3; thence proceed along the Northwestern lot lines of Lot 3 and Lot 4, Block "D", North 17° 23' 04" East, a distance of 136.00 feet to the Point of Beginning.

6. A PORTION OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA. AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS **FOLLOWS:** BEGIN AT THE PERMANENT REFERENCE MONUMENT WHICH LIES AT THE SOUTHERNMOST CORNER OF LOT 2, BLOCK D. SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A. OKALOOSA COUNTY, FLORIDA, BEING AT THE INTERSECTION OF THE RIGHT OF WAY OF SIBERT AVENUE WITH ZERBE STREET (PLATTED AS FIRST STREET); THENCE RUN NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE (100 FOOT RIGHT OF WAY) A DISTANCE OF 140.00 FEET TO AN IRON ROD LB# 2355; THENCE NORTH 45°22'58" WEST A DISTANCE OF 135.98 FEET TO AN IRON ROD LB#2355 ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 06°14'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 190.45 FEET TO AN IRON ROD LB# 2355, BEING THE SOUTHWEST CORNER OF LOT 2 AND ALSO THE SOUTHEAST CORNER OF LOT 1, EDRA SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 37, OKALOOSA COUNTY, FLORIDA; THENCE SOUTH 73°32'52" EAST, ALONG THE NORTHERLY RIGHT OF WAY OF ZERBE STREET (60 FOOT RIGHT OF WAY) A DISTANCE OF 19.71 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON NORTH 44 ° 46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE.
7. Lot 3 and the West 20 feet of Lot 4, Block D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page-43-A, Public Records of Okaloosa County, Florida. Parcel ID Number: 00-2S-22-0310-000D-0030 Being and intended to be the same premises conveyed to the Grantor herein by deed recorded November 3, 2015 in Book 3223, Page 1636, Public Records of Okaloosa County, Florida.
8. The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot. Parcel ID Number: 00-2S-22-0310-000D-0040 Being and intended to be the same premises conveyed to the Grantor herein by

deed recorded December 12, 2016 in Book 3279, Page 1883, Public Records of Okaloosa County, Florida.





SURVEYOR'S NOTES:

- CERTIFICATION STATEMENT: THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-7.051 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.008 AND SECTION 472.027 OF THE FLORIDA STATUTES.
- THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
- NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED.
- BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY - PANEL NUMBER 12091C046B, DATED MARCH 9, 2021, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE X, ZONE X(0.2%), ZONE AE(EL), ZONE AE(EL 9) AND ZONE AE(EL 10). A PORTION OF SUBJECT PARCELS LIES WITHIN THE COASTAL A ZONE SEAWARD OF THE LIMIT OF MODERATE WAVE ACTION.
- BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, ALSO REFERENCED BY A PORTION OF THE NORTHERLY RIGHT-OF-WAY OF SIBERT AVENUE, HAVING AN OBSERVED GEODETIC BEARING OF S 51°24'11\"/>

LEGAL DESCRIPTION:

(Per Official Records Book 3625, Page 131)
A portion of Lot 2, Block D, Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, and being more particularly described as follows:
Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44°46'00\"/>

AND

(Per Official Records Book 3480, Page 2770)
The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

AND

Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Less and Except:

A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to no iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

AND

(Per Official Records Book 3596, Page 1424)
TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

AND

(Per Official Records Book 3596, Page 1349)
The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot.

AND

(Per Official Records Book 3596, Page 1496)
Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50\"/>

The above parcel as surveyed, being more particularly described as follows:

A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as:

Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44° 11' 00\"/>

AND

(Per Official Records Book 3680, Page 1447)
Being a portion of Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southernmost corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence S72° 08' 50\"/>

AND

(Per Official Records Book 3071, Page 332)
A portion of Lot 12, Moreno Military Reservation survey of Lots, Destin, Florida described as The north 100 feet of the portion of Lot 12 lying west of Calhoun Avenue, being all of the property described in those certain deeds from Tyler Calhoun, Trustee to the Grantors herein, recorded in Deed Book 33, Page 487 and Deed Book 35, page 339, respectively; and being part of the property described in that certain Deed between Inex Woodward and the Grantor herein recorded in Deed Book 123, Page 228, in the Office of the Clerk of Circuit Court of Okaloosa County, Florida

AND

(Per Official Records Book 3071, Page 333)
A portion of Lot 13, Moreno Military Reservation Survey of Lots, Destin, Florida described as: Begin at the SE corner of said Lot 13, thence N 27° 55' 10\"/>

AND

(Per Official Records Book 3680, Page 1556)
All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Clerk of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following: The North 200 feet of the above described Lot 12, and except; Beginning at the SE corner of said Lot 12; thence N. 72 D. 52°40\"/>

Contains 6.91 acres or 300,946.25 Sq. Ft. more or less.

REVISIONS		NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	
Rev.	Date:	Job No:	24-0022
Rev.	Date:	Cadd File:	24-0022_base.dwg
Rev.	Date:	Field Date:	03-14-24
Rev.	Date:	Drawn By:	PM, SC
		Field By:	TSJC,SC
		Field Bk/Pg:	RE 230

Shannon D. Clatchey Professionl Surveyor and Mapper Florida Registration #6178	Digitally signed Shannon Clatchey Date: 2024.04.09 19:13:05-05'00'
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SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.	Core Eng., Inc.
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RARE EARTH SURVEYING & MAPPING Professional Surveyor - Florida Licensed Business No. 7350 1430 Pine Street, Knoxville Florida 35298 Tel. (800) 729-2722 Fax. (800) 729-2797
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Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0555CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

Lot 3 and the West 20 feet of Lot 4, Block D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-0310-000D-0030**

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded **November 3, 2015** in Book **3223**, Page **1636**, Public Records of **Okaloosa County, Florida**.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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 the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 23rd, 2021.

Signed, sealed and delivered
in the presence of:

Destin Bay House Cottages, LLC

Sabrina Hatcher
Witness signature

Sabrina Hatcher
Print witness name

Cynthia Kelley
Witness signature

Cynthia Kelley
Print witness name

Michael A. Shoults

By Michael A. Shoults, Its Member

Nancy S. Shoults

By Nancy S. Shoults, Its Member

State of Florida
County of Okaloosa

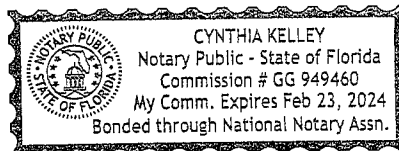
The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC, who are personally known to me or who produced _____ as identification.

Cynthia Kelley
Notary Public

Cynthia Kelley
Print Notary Name

My Commission Expires: 02/23/2024

Notary Seal



Prepared by and return to:
SHANNON L. WIDMAN, ESQ.
PORATH & ASSOCIATES, P.A.
1732 W Co Hwy 30A #106
Santa Rosa Beach, FL 32459
(850) 622-0102

DC Adelfosse
JD Peacock II Clerk of Circuit Court Okaloosa County, FL

Recording Fee: \$ 18.50
Doc Stamps: \$ 4,900.00

(space above blank for recording purposes)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 28 day of September, 2023,
between **West End RV, LLC, a Florida limited liability company (Grantor) and WLSL,
LLC, a Florida limited liability company of 600 4th St, Destin, FL 32541 (Grantee).**

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00, and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, quitclaims to Grantee and Grantee's heirs, executors, administrators, and assigns forever all of the right, title, and interest of Grantor in the following described land situated in **Okaloosa** County, Florida:

Legal Description:

The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

AND

Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Less and Except:

A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to an iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as

10/09/2023 03:52 PM

recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

PARCEL ID NUMBER: 00-2S-0310-000D-0020

Subject to the mortgage from West End RV, LLC to Katsue White as Trustee of the White Family Trust dated October 10, 2022, restated May 2, 2012, ISAOA, ATIMA.

Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

DISCLAIMER: This instrument was prepared without benefit of an abstract/record or other inquiry as to title or deed description and is drafted based solely upon the representation of the parties hereto.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Grantor:

West End RV, LLC

A Florida limited liability company

Wayne Lung
By: Wayne Lung, Managing Member

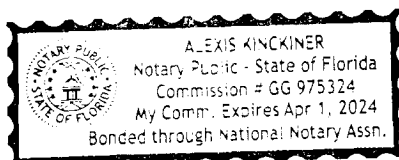
Witnesses:

Alexis Kinckiner
Witness Name: Alexis Kinckiner

Sharon C. Wolman
Witness Name: Sharon C. Wolman

STATE OF Florida
COUNTY OF Walton

The foregoing instrument was acknowledged before me by Wayne Lung who identified this instrument as a Special Warranty Deed, before me by means of x physical presence, or by online notary, on this 28 day of September, 2023, who is/are personally known to me or who has/have produced as identification.



[Signature]
NOTARY PUBLIC STATE OF Florida
MY COMMISSION EXPIRES: April 1, 2024

Prepared by and return to:

Linda Kramer
Porath & Associates, P.A.
1732 W. Co Hwy 30A, Ste. 106
Santa Rosa Beach, FL 32459
(850) 622-0102
File Number: 23-237
Parcel Identification No. : 00-2S-22-0630-0000-1230

Recording: \$18.50

Doc Stamps: \$4,200.00

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Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Warranty Deed made this 9th day of June, 2023 between Kimberly Ann White, Individually, as to a life estate, and Kimberly Ann White, as Trustee of the K. A. White Trust dated September 9, 2019 whose post office address is 12600 SW Crescent Street #312, Beaverton, OR 97005, grantor, and WLSL, LLC, a Florida Limited Liability Company whose post office address is 600 4th Street, Destin, FL 32541, grantee:

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Okaloosa County, Florida to-wit:

All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following:

The North 200 feet of the above described Lot 12, and except: Beginning at the SE corner of said Lot 12; thence N. 72 D. 52'40" E a distance of 100 feet; thence N. 72 D. 08'50" W. a distance of 245.12 feet, more or less, to the East line of Calhoun Avenue; thence along said East line of Calhoun Ave., South a distance of 100 feet, more or less, to the North line of First Street; thence S. 72 D. 08'50" E. along said North line of First Street, a distance of 250.54 feet, more or less, to the POB. Said parcel, hereby being conveyed, having a frontage of 80.56 feet on Calhoun Avenue and extending Eastwardly between parallel lines 240 feet, more or less, to the West boundary of Lot Numbered Two (2) to Calhoun's S/D of Addition to Town of Destin, Florida.

Parcel Identification Number: 00-2S-22-0630-0000-1230

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

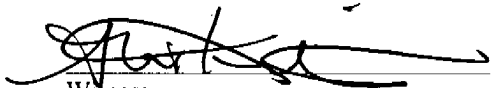
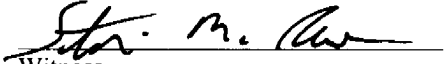
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the current year.

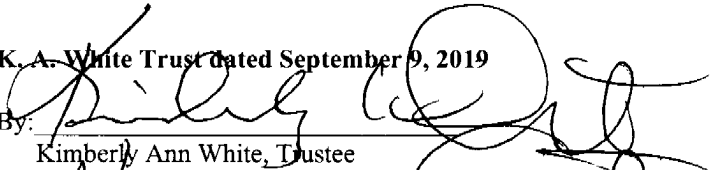
* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Witness
 Printed Name: Alexis Kinckiner

 Witness
 Printed Name: Stephanie M. Rhoden

K. A. White Trust dated September 9, 2019

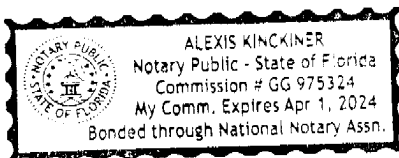
By: 
 Kimberly Ann White, Trustee


 Kimberly Ann White

State of Florida
 County of Walton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2023 by Kimberly Ann White, Trustee of the K. A. White Trust dated September 9, 2019 and Kimberly Ann White, Individually who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]




 Notary Public

Print Name: Alexis Kinckiner

My Commission Expires: April 1, 2024

Prepared by and return to:

Linda Kramer
Porath & Associates, P.A.
1732 W. Co Hwy 30A, Ste. 106
Santa Rosa Beach, FL 32459
(850) 622-0102
File Number: **23-239**
Parcel Identification No. : **00-2S-22-0310-000D-072J**

Recording: \$18.50

Doc Stamps: \$3,500.00

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Warranty Deed made this **9th day of June, 2023** between **Katsue White, Trustee of the White Family Trust** dated **October 10, 2002** as restated on **May 2, 2012** whose post office address is **12600 SW Crescent Street #312, Destin, FL 32541**, grantor, and **WLSL, LLC, a Florida Limited Liability Company** whose post office address is **600 4th Street, Destin, FL 32541**, grantee:

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Okaloosa County, Florida** to-wit:

Being a portion of **Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida**, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southeast corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence **S72° 08' 50"E** to a point in the East right-of-way line of State Road 30 Alternate (Calhoun Avenue) marking the Southwest corner of said Lot #72, which is the point of Beginning; thence continue **S72° 08' 50" E** to a point in the Northwest boundary line of Lot #3 Calhouns S/D; thence with said Northwest line of said Lot #3 in a Northwesterly direction sixty-eight (68) feet to a point; thence Northwesterly to a point in said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy three & five tenths (73.5) feet Northeasterly from a point of beginning; thence Southwesterly with said East right-of-way line of said State Road 30 Alternate (Calhoun avenue) seventy-three and five tenths (73.5) feet to the point of beginning.

Parcel Identification Number: 00-2S-22-0310-000D-072J

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

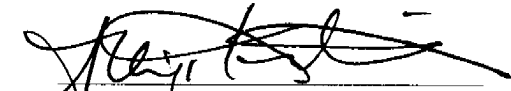
To Have and to Hold, the same in fee simple forever.

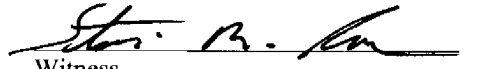
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the current year.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

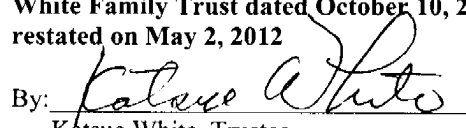
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Witness
 Printed Name: Alexis Kinckine


 Witness
 Printed Name: Stephanie M. Anderson

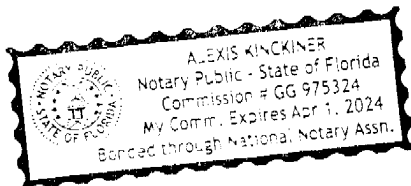
White Family Trust dated October 10, 2002 as restated on May 2, 2012

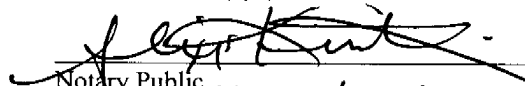
By: 
 Katsue White, Trustee

State of Florida
 County of Walton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2023 by Katsue White, Trustee of the White Family Trust dated October 10, 2002 as restated on May 2, 2012 who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]




 Notary Public
 Print Name: Alexis Kinckine
 My Commission Expires: April 1, 2024

Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0556CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot.

Parcel ID Number: **00-2S-22-0310-000D-0040**

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded **December 12, 2016** in Book 3279, Page 1883, Public Records of **Okaloosa County, Florida**.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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 the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 23, 2021.

Signed, sealed and delivered
in the presence of:

Destin Bay House Cottages, LLC

Michael A. Shoults

By Michael A. Shoults, Its Member

Nancy S. Shoults

By Nancy S. Shoults, Its Member

Sabrina Hatcher

Witness signature

Sabrina Hatcher

Print witness name

Cynthia Kelley

Witness signature

Cynthia Kelley

Print witness name

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC, who are personally known to me or who produced _____ as identification.

Cynthia Kelley

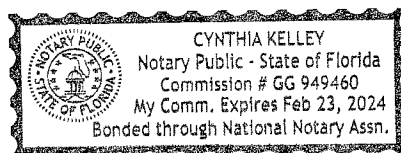
Notary Public

Cynthia Kelley

Print Notary Name

My Commission Expires: _____

Notary Seal



Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0366CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50" East to the Southwest corner of Lot 72, Calhoun Subdivision; thence with the Southeast right-of-way line of State Road 30 Alt. (Calhoun Ave.) Northeasterly 73.5 feet to the Point of Beginning; thence Southeasterly to a point in the Northwest boundary line of Lot 3, Block "D", Calhoun Subdivision, said point being 68 feet Northeasterly from the Southwest corner of Lot 72; thence with the Northwest line of Lot 3 and 4, Block "D", Calhoun Subdivision, Northeasterly 136 feet to a point; thence Northwesterly to a point in the Southeast right-of-way line of State Road 30 Alt. said point being 147 feet Northeasterly from the Point of Beginning; thence with the Southeast right-of-way line of State Road Alt. 30, 147 feet Southwesterly to Point of Beginning. All lying and being in Okaloosa County, Florida.

The above parcel as surveyed, being more particularly described as follows:

A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as:

Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44° 11' 00" West along the Southwesterly right of way of Forest Street a distance of 346.20 feet to the Northernmost corner of said Lot 16; thence depart Southwesterly right of way line of Forest Street and proceed along the Northwesterly line of Lot 5 through Lot 16, Block "D" of said plat South 45° 46' 10" West for a distance of 1199.63 feet to a found 1" iron pipe marking the Northernmost corner of Lot 4, Block "D" of said plat and the Point of Beginning; thence proceed North 67° 45' 33" West a distance of 203.09 feet to a point on the Easterly right of way of Calhoun Avenue (County Road 30A, State Road 30 Alt); thence proceed along said Easterly right of way South 27° 38' 02" West, a distance of 77.84 feet to a concrete monument, said point being the point of curvature of a curve concave to the Southeast and having a radius of 925.37 feet; thence proceed along the arc of said curve through a central angle of 04° 16' 28" and an arc length of 69.04 feet (Chord: South 24° 53' 00" West, 69.02 feet) to a capped iron rod LB #7350; thence departing said right of way, proceed South 70° 32' 23" East a distance of 225.37 feet to a point on the Northwesterly lot line of Lot 3, of said Block "D", marked by a capped iron rod LB #7350, said point being North 17° 21' 27" East, a distance of 92.93 feet from the Southwest corner of said Lot 3; thence proceed along the Northwesterly lot lines of Lot 3 and Lot 4, Block "D", North 17° 23' 04" East, a distance of 136.00 feet to the Point of Beginning.

Parcel ID Number: 00-2S-22-0310-000D-072I

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded September 1, 2015 in Book 3214, Page 3270, Public Records of Okaloosa County, Florida.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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.

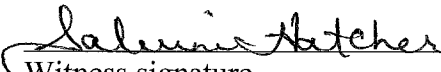
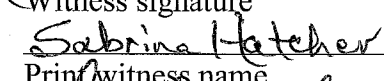
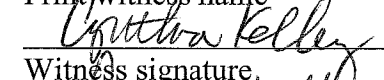
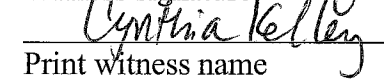
AND the Grantor hereby covenants with the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

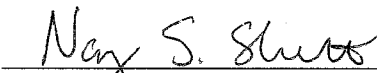
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 28, 2021.

Signed, sealed and delivered
in the presence of:

Destin Bay House Cottages, LLC

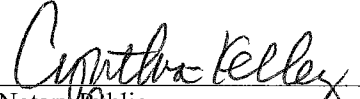
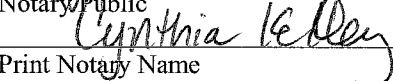
By Michael A. Shoults, Its Member


Witness signature

Print witness name

Witness signature

Print witness name


By Nancy S. Shoults

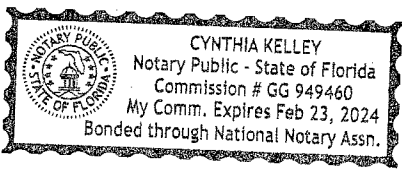
State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC who are personally known to me or who has produced _____ as identification.


Notary Public

Print Notary Name

My Commission Expires: 02/23/2024

Notary Seal



Prepared without survey or title by
AMY P. SLAMAN ESQ.
CLARK PARTINGTON
4100 Legendary Dr., Suite 200
Destin, FL 32541

Parcel ID 00-2S-22-0310-000D-002A

WARRANTY DEED TO TRUST
(Sibert Ave)

KNOW ALL MEN BY THESE PRESENTS that **CHRISTOPHER WHITE**, a married man (the "Grantor"), whose address is 112 Fulmar Circle NE, Fort Walton Beach, FL 32548, for and in consideration of good and valuable consideration, the receipt whereof is hereby acknowledged, hereby conveys and grants the real property described herein below to **CHRISTOPHER TERRY WHITE, as trustee of the CHRISTOPHER WHITE REVOCABLE TRUST DATED JUNE 1, 2022** (the "Grantee"), whose address is 112 Fulmar Circle NE, Fort Walton Beach, FL 32548, and successors and assigns thereof, in and to the real property situate, lying and being in *Okaloosa County*, Florida, described as follows:

A PORTION OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE PERMANENT REFERENCE MONUMENT WHICH LIES AT THE SOUTHERNMOST CORNER OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA, BEING AT THE INTERSECTION OF THE RIGHT OF WAY OF SIBERT AVENUE WITH ZERBE STREET (PLATTED AS FIRST STREET); THENCE RUN NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE (100 FOOT RIGHT OF WAY) A DISTANCE OF 140.00 FEET TO AN IRON ROD LB# 2355; THENCE NORTH 45°22'58" WEST A DISTANCE OF 135.98 FEET TO AN IRON ROD LB#2355 ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 06°14'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 190.45 FEET TO AN IRON ROD LB# 2355, BEING THE SOUTHWEST CORNER OF LOT 2 AND ALSO THE SOUTHEAST CORNER OF LOT 1, EDRA SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PGE 37, OKALOOSA COUNTY, FLORIDA; THENCE SOUTH 73°32'52" EAST, ALONG THE NORTHERLY RIGHT OF WAY OF ZERBE STREET (60 FOOT RIGHT OF WAY) A DISTANCE OF 19.71 FEET TO THE POINT OF BEGINNING.
BEARINGS BASED ON NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE.

The subject property is **not** the Constitutional homestead of the Grantor.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. Subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions, instruments and matters of record or appearing on the plat or otherwise common to the subdivision; valid easements and mineral reservations of record affecting the Property, if any; and taxes for the current year and subsequent years; all of which are not hereby reimposed.

TO HAVE AND TO HOLD the Property in fee simple upon the trust and for the uses and purposes herein and as set forth in the trust agreement.

Notwithstanding anything herein to the contrary, Grantor hereby retains the right to use, possess, and occupy the Property as his personal residence during his lifetime, when such is used as his homestead within the meaning given to the term "homestead" by the State of Florida Constitution and applicable Florida Statutes pertaining thereto.

Each Trustee named herein shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed. The powers of a Trustee and any successor shall extend to any and all rights which the Grantors possess in the Property; any deed, mortgage, or other instrument executed by a Trustee shall convey all rights or interests of the Grantors; and each such Trustee is appointed as the attorney-in-fact for the Grantors to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantors.

If a Trustee named hereinabove cannot continue to serve, then the next person named under each such Trust shall serve as successor Trustee. The term "Trustee" referred to in this trust agreement shall be considered to include the successor Trustee. Any successor Trustee is hereby granted the same powers with respect to the Property as are granted to the Trustees in this deed. Any person dealing with a Trustee shall deal with such Trustee as set forth hereinabove. However, no person shall deal with a successor Trustee of the Trust until one or more of the following have been received by such person or placed of record in the aforementioned county:

- A. The written resignation of a prior Trustee sworn to or acknowledged before a notary public.
- B. A certified death certificate of a prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incapacitated, or removing the Trustee for any reason.
- D. The written certificates of two physicians currently practicing medicine that the Trustee is unable to manage his or her own affairs or is physically or mentally incapable of handling the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantors sworn to or acknowledged before a notary public; this right being reserved to the Grantors.
- F. A conveyance from the prior Trustee to the Successor Trustee.

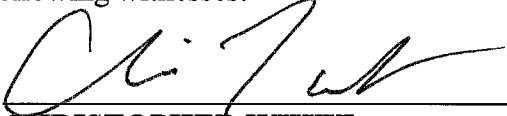
AND Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property; that the Property is free of

all encumbrances; except taxes accruing subsequent to the end of the prior year; and Grantor will defend the same against the lawful claims of all persons whomsoever.

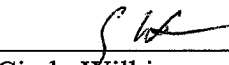
Signed, sealed and delivered in the presence of the following witnesses:



Amy P. Slaman



CHRISTOPHER WHITE



Cindy Wilkinson

Date: June 1, 2022

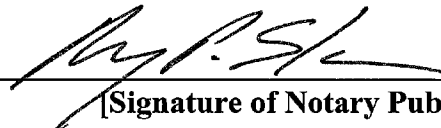
STATE OF FLORIDA

COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me this 1st day of June, 2022, by means of
☒ physical presence or ☐ online notarization by **CHRISTOPHER WHITE**, who ☒ is
personally known to me, or who ☐ has produced _____ as
identification.



[NOTARIAL SEAL]



[Signature of Notary Public]

A4133503.DOCX



Community Development Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

May 3, 2024

Subject: Notification of Development Project: Calhoun/Sibert – Future Land Use Map Amendment and Rezone - City of Destin Project Numbers: LU-001400-2024 and LU-001395-2024

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Future Land Use Map (FLUM) Amendment from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU) and a Rezone from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU). As an owner of property located within 300 feet of this project, **Section 2.17.00 of the Destin Land Development Code (LDC)** 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 any comments to the email address provided below.

1. Name of Owner: WLSL, LLC; LDV Land Development LLC; White Christopher Trust
2. Name of Agent: CORE Engineering and Consulting
3. Address and Parcel ID Numbers of Project:

102 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0630-0000-1230)
104 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0630-0000-1240)
108 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-072J)
118 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-072I)
115 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0040)
109 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0030)
105 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0020)
Unaddressed Parcel on Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-002A)

4. Project Description:

Future Land Use Map (FLUM) Amendment from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU) and a Rezone from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU).

5. Location Map: Please refer to the back of this letter.

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 online:
<http://www.cityofdestin.com/forms.aspx?fid=121>

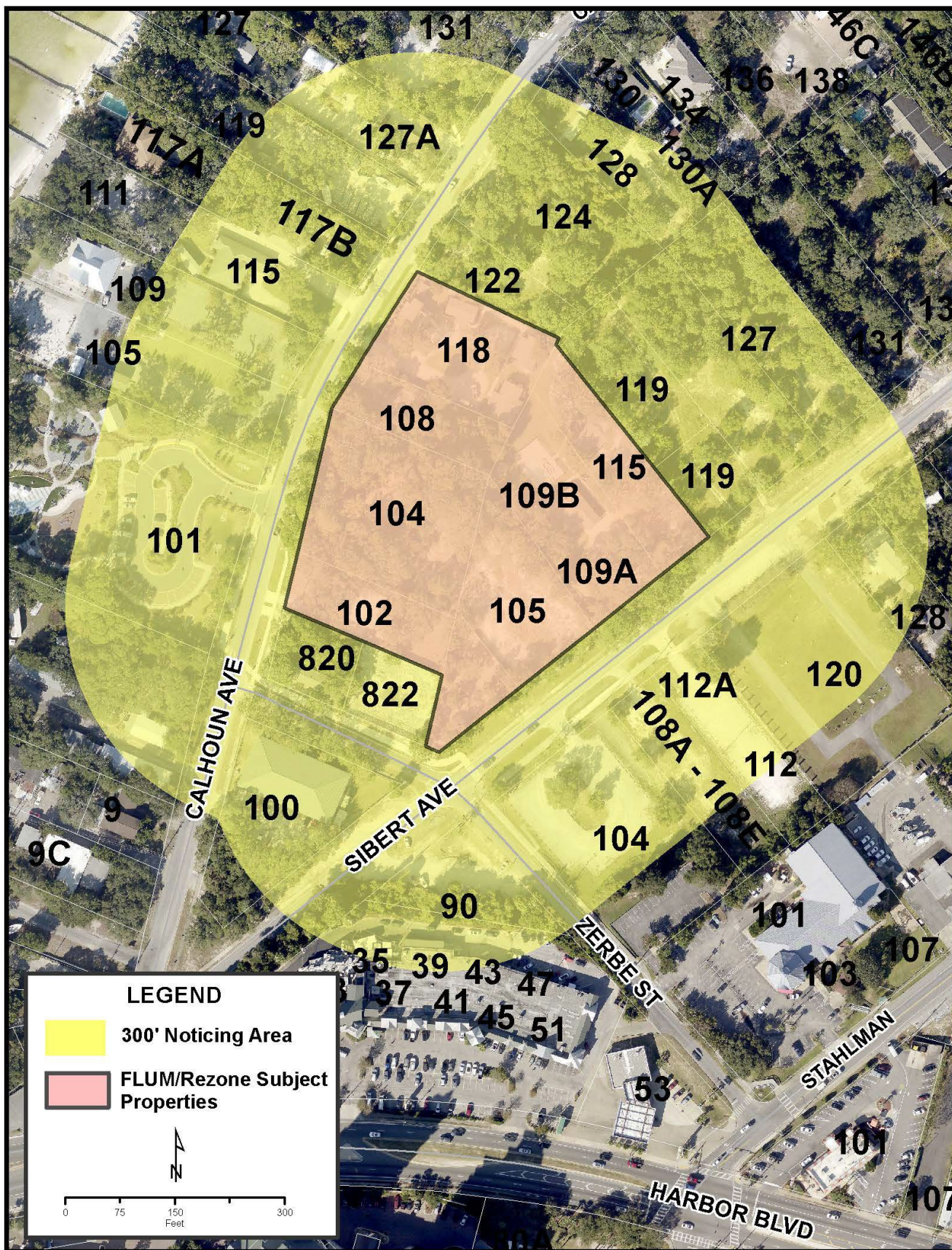
If you have any questions, please do not hesitate to call (850) 654-1119 or email planning@cityofdestin.com.

Sincerely,

Tina Deater, AICP
Planner



cc: Louis Zunguze, MURP, Community Development Director
Planning Division
Project File



**AFFIDAVIT
POSTING OF PROPERTY**

BEFORE ME, the undersigned authority, personally appeared: Edwin L. Stanford,

the owner and/or authorized agent of the following described property: 102, 104, 105, 108 Calhoun
105 S. Bert Avenue, Parcel 00-25-22-0310-000D-002A -who deposes and says as follows:

1. That the subject site described above has a sign posted by the owner and/or authorized agent for the owner, notifying the public of the development activity, city project number, and authorized agent and phone number.
2. That the posted sign meets the dimensional requirements set by the City.
3. That the posted sign was placed and will be maintained upon the property in the correct location and not less than fourteen (14) days from the date of the City's Completeness Letter.
4. That a photo of the sign depicting the location of the sign in relation to the road right-of-way is attached.
5. This affidavit will be forwarded to the City's Planning Division no later than seven (7) working days from the posting of the sign.

I have completed the said requirements as described in the City of Destin Land Development Code.


Signed Name of Owner/Agent

Edwin L. Stanford
Printed Name of Owner/Agent

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization
__, this 17 day of May, 2024,

By: Zachary Brannen
(Print name)

Personally known ✓ OR Produced Identification _____


Notary Signature

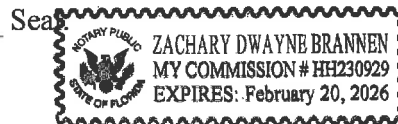




Photo 1 – Sibert Sign



Photo 2 – Sibert Sign from Right Of Way



Photo 3 – Calhoun Sign From Right Of Way



Photo 4 – Calhoun Sign

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 5, 2024

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

THRU: Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney

FROM: Tina Deater, Community Development Director

DATE: July 23, 2024

SUBJECT: First reading of Ordinance 24-08-LC, amending the official Zoning Map as referenced in the Land Development Code, Section 7.12.01(A)2, Zoning Maps, to include a change in the zoning designation of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A" consisting of approximately 4.75 acres, from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

I. BACKGROUND: The subject property consists of eight (8) lots, totaling approximately 4.75 acres. The lots currently have a **FLUM** designation of **CMU-V** and are **zoned CMU-V**. The requested **FLUM amendment (LU-001400-2024)** and **rezone (LU-001395-2024)** will allow these properties to be incorporated into the overall development site for the Heron's Nest Marina, which is located on the other side of Calhoun Ave. and already has a **CMU FLUM** designation and is **zoned CMU**.

II. DISCUSSION: The subject property consists of the following eight (8) lots, totaling approximately 4.75 acres:

-

Address and Parcel ID Numbers of Project:

- 102 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0630-0000-1230**)
- 104 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0630-0000-1240**)
- 108 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-072J**)
- 118 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-072I**)
- 115 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0040**)
- 109 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0030**)
- 105 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0020**)
- Unaddressed Parcel on Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-002A**)

The eight (8) lots currently have a **Future Land Use Map (FLUM)** designation of **Calhoun Mixed Use-Village (CMU-V)** and are in the **Calhoun Mixed Use-Village (CMU-V)** zoning district.

The property owners are planning to establish a wedding venue at the previously approved Heron's Nest Marina located at 105 and 109 Calhoun Ave. (not a part of this request). An event venue is a Permitted Use in the **CMU** zoning district, but not in the **CMU-V** zoning district. Due to the parking requirements for the event venue, the applicant needs to provide more parking than currently exists at 105 and 109 Calhoun. However, the off-site parking regulations in the City's Land Development Code do not permit properties zoned **CMU-V** to be utilized as off-site parking and does not permit standalone parking lots; therefore, a rezone to **CMU** is required to allow the properties to be incorporated into the overall development site for the Heron's Nest Marina. The **FLUM** must be amended from **CMU-V** to **CMU**, in order to allow the zoning change. If the proposed **FLUM** and **Zoning Map** amendment are approved, these properties are proposed to be incorporated into the overall development site for the Heron's Nest Marina via a Development Order (DO) Deviation at a later date.

COMPREHENSIVE PLAN ANALYSIS:

Comprehensive Plan Policy 12-3.1.2 requires **Future Land Use Map Amendments** to be evaluated using the following criteria:

a. Orderly Development and Land Use Compatibility. Whether, and the extent to which, the proposal would maintain a compatible land use pattern, a smooth transition in the land use, considering the type and location of uses involved, the density, and intensity. Approval of a Comprehensive Plan amendment must be supported by evidence that the change will be consistent with Comprehensive Plan land use policies.

Staff Findings:

Per the City's Comprehensive Plan, the existing **CMU-V** and proposed **CMU FLUM** designations are within the Calhoun area of the "**MU**" **FLUM** designations as shown on the **FLUM Map. Policy 1-2.4.3: Mixed Use (MU)**. The "**MU**" designation intends to allow for an "*intense*" mix of uses within the Calhoun designation. Promoting "*innovative arrangements*" and accommodating a mix of uses and activities near each other to achieve compact development, reducing the need for vehicle trips on the local road network. The mix of uses envisioned in the Comprehensive Plan ranges from residential (long and short term), general commercial, hotel accommodations, medical, office, retail, and recreational uses.

Specifically, the Comprehensive Plan says the following about the "**Calhoun**" area.

*It is "...envisioned as a walkable, medium-scale resort-mixed use area. It also provides a transition between the South Harbor Mixed Use area and U.S. 98 to the south, the "Old Destin Area" to the northeast, and Clement Taylor Park to the north. In the intermediate future, this area is intended to undergo redevelopment. Planned developments that increase pedestrian connectivity, east-west vehicular connectivity, and parks or open space shall be encouraged. The **Calhoun** area has an excellent tree canopy and before major new development occurs, it is important the tree*

preservation ordinance be enhanced to ensure the lush character of this area continues even as new development occurs. The area shall redevelop as a mixed use area, accommodating primarily medium to high density long-term and short-term residential uses. Commercial hotels, motels, bed and breakfast establishments, and other commercial transient living accommodations shall be allowed. Permitted nonresidential uses shall include neighborhood retail commercial goods and services not exceeding 5,500 square feet, offices, water dependent activities, restaurants, and similar activities as shall be defined in the LDC. This area also permits appropriately scaled institutional uses.

The existing CMU-V and proposed CMU FLUM designations have the same General Development Standards in the Comprehensive Plan, except that the CMU designation has a more restrictive density. Therefore, the proposed FLUM amendment from CMU-V to CMU is compatible and would result in a slight decrease in the density permitted on the subject properties.

Staff finds that the proposed FLUM amendment to CMU maintains a compatible land use pattern, provides a smooth transition in the land use, and is consistent with Comprehensive Plan land use policies.

b. Adequate Public Facilities. Approval of a Comprehensive Plan amendment must be supported by evidence that the amendment will not result in public facilities and services exceeding the capacity for such services and facilities existing or programmed, including transportation, utilities, drainage, recreation, education, emergency services and similar necessary facilities and services.

Staff Findings:

The proposed FLUM amendment from CMU-V to CMU and the accompanying rezone from CMU-V to CMU was reviewed by the City's Technical Review Committee (TRC), including the utility and other public service providers. There were no objections provided by any of the reviewers.

Staff finds adequate public facilities are available to serve the project.

c. Natural Environment. Whether, and the extent to which, the proposal would result in significantly adverse impacts on the natural environment. An amendment of the Future Land Use Map shall not violate policies within the Comprehensive Plan that protect the natural environment.

Staff Findings:

The existing CMU-V and proposed CMU FLUM designations have the same General Development Standards in the Comprehensive Plan, except that CMU is limited to a maximum density of 6.0 dwelling units per acre for single-family residential and CMU-V allows a slightly higher density of a maximum of 9.0 dwelling units per acre. Therefore, the proposed FLUM amendment from CMU-V to CMU actually results in a slight decrease in the density permitted on the subject properties. The proposed amendment also does not violate any policies within the Comprehensive Plan that protect the natural environment.

Staff finds that the proposed amendment meets this criterion.

d. Economic Effects. Whether, and the extent to which, the proposal would adversely impact private property rights, the general health, safety, and welfare and adversely impact the financial resources of the City.

Staff Findings:

The proposed **CMU FLUM** designation is consistent and compatible with the surrounding area. It does not adversely impact private property rights, the general health, safety, and welfare and does not adversely impact the financial resources of the City.

Staff finds that the proposed amendment meets this criterion.

e. Public Interest Enabling Act. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation. Amendments shall be consistent with the Comprehensive Plan and enabling legislation.

Staff Findings:

The proposed **CMU FLUM** designation is consistent and compatible with the surrounding area and is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation.

Staff finds that the proposed amendment meets this criterion.

f. Special Privileges. Whether the proposed amendment would constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Findings:

The proposed **FLUM** amendment from **CMU-V** to **CMU** would not constitute a grant of special privilege to an individual owner as contrasted with the public welfare. As part of the Land Development Code rewrite, staff has evaluated the Calhoun "**MU**" **FLUM** area and has determined that due to the similarities in impacts and development standards between the **CMU-V** and **CMUFLUM** designations and the **CMU-V** and **CMU** zoning districts, it would be appropriate to combine them into a single **FLUM** category and single zoning district. The proposed **FLUM** amendment is consistent with this concept, which staff will be bringing to the Council, as the LPAs recommendation, for future consideration as part of the Land Development Code rewrite.

Staff finds that the proposed amendment meets this criterion.

g. Other Matters. Other matters related to the Comprehensive Plan and conditions since adoption of the plan, which the City may deem appropriate in considering the amendment.

Staff Findings:

Staff finds that the proposed **FLUM** amendment does not adversely impact any other matters related to the Comprehensive Plan and conditions since adoption of the plan.

Staff finds that the proposed amendment meets this criterion.

PUBLIC COMMENT:

None received to date.

- A. Link to Strategic Goals / Objectives:** III. Economic Development and Revitalization
- B. Effect on Budget (EOB):** There is no anticipated impact on the budget.
- C. Level of Service (LOS):** There is no anticipated impact on the Level of Service (LOS)
- D. Legislative Sponsor:**

III. CONCLUSION: Based on staff findings, the proposed **FLUM** amendment from **CMU-V** to **CMU** and the accompanying **rezone** from **CMU-V** to **CMU** are consistent and compatible with the surrounding area, and are in compliance with the applicable criteria for **FLUM** amendments in **Comprehensive Plan Policy 12-3.1.2**.

The Local Planning Agency (LPA) met on July 18, 2024, and voted 5 to 0 to recommend that City Council approve the proposed Ordinances 24-07-PC and 24-08-LC.

IV. RECOMMENDED MOTION: I move that City Council approve the proposed Ordinance 24-08-LC.

ALTERNATE MOTIONS:

I move that City Council approve with conditions/approve with modifications/deny the proposed Ordinance 24-08-LC.

Attachments:

- 1. 2_Proposed Rezone Ordinance 24-08-LC
- 2. 3_Boundary Survey
- 3. 4_Warranty Deeds
- 4. 5_Public Notice Documents

ORDINANCE NO. 24-08-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2, ZONING MAPS, TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF EIGHT PARCELS OF REAL PROPERTY LOCATED NORTH OF CALHOUN AVENUE, AS DESCRIBED AND DEPICTED IN EXHIBIT “A”, CONSISTING OF APPROXIMATELY 4.75 ACRES, FROM CALHOUN MIXED USE-VILLAGE (CMU-V) TO CALHOUN MIXED USE (CMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENTS; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(PARCEL ID NUMBERS: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A).

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, after due public notice, a public hearing was conducted on June 20, 2024, by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2 “Zoning Maps”, is hereby amended to include a change of zoning map designation from **Calhoun Mixed Use - Village (CMU-V)** to **Calhoun Mixed Use (CMU)** for the specific area of land located on Calhoun Avenue with the following Parcel Identification Numbers: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A, consisting of approximately **4.75** acres, which is depicted in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code 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 and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon occurrence of all three of the following: (1) its adoption by the City Council, (2) signature by the Mayor, and (3) Ordinance 24-07-PC (containing the FLUM amendment for the subject property) becoming effective. In the event that Ordinance 22-18-PC does not become effective, this Ordinance shall be null and void.

ADOPTED THIS ____ DAY OF _____ 2024.

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

Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

EXHIBIT A

Legal Descriptions for 8 parcels included in application.

1. 102 Calhoun Avenue (00-2S-22-0630-0000-1230)
2. 104 Calhoun Avenue (00-2S-22-0630-0000-1240)
3. 105 Sibert Avenue (00-2S-22-0310-000D-0020)
4. 108 Calhoun Avenue (00-2S-22-0310-000D-072J)
5. 118 Calhoun Avenue (00-2S-22-0310-000D-072I)
6. No Physical Address (00-2S-22-0310-000D-002A)
7. 109 Sibert Avenue (00-2S-22-0310-000D-0030)
8. 115 Sibert Avenue (00-2S-22-0310-000D-0040)

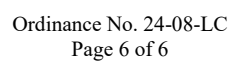
1. All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following: The North 200 feet of the above described Lot 12, and except: Beginning at the SE corner of said Lot 12; thence N. 72 D. 52'40" E a distance of 100 feet; thence N. 72 D. 08'50" W. a distance of 245.12 feet, more or less, to the East line of Calhoun Avenue; thence along said East line of Calhoun Ave., South a distance of 100 feet, more or less, to the North line of First Street; thence S. 72 D. 08'50" E. along said North line of First Street, a distance of 250.54 feet, more or less, to the **POB**. Said parcel, hereby being conveyed, having a frontage of 80.56 feet on Calhoun Avenue and extending Eastwardly between parallel lines 240 feet, more or less, to the West boundary of Lot Numbered Two (2) to Calhoun's SID of Addition to Town of Destin, Florida.
- 2 & 3. The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida. AND Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida. Less and Except: A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of

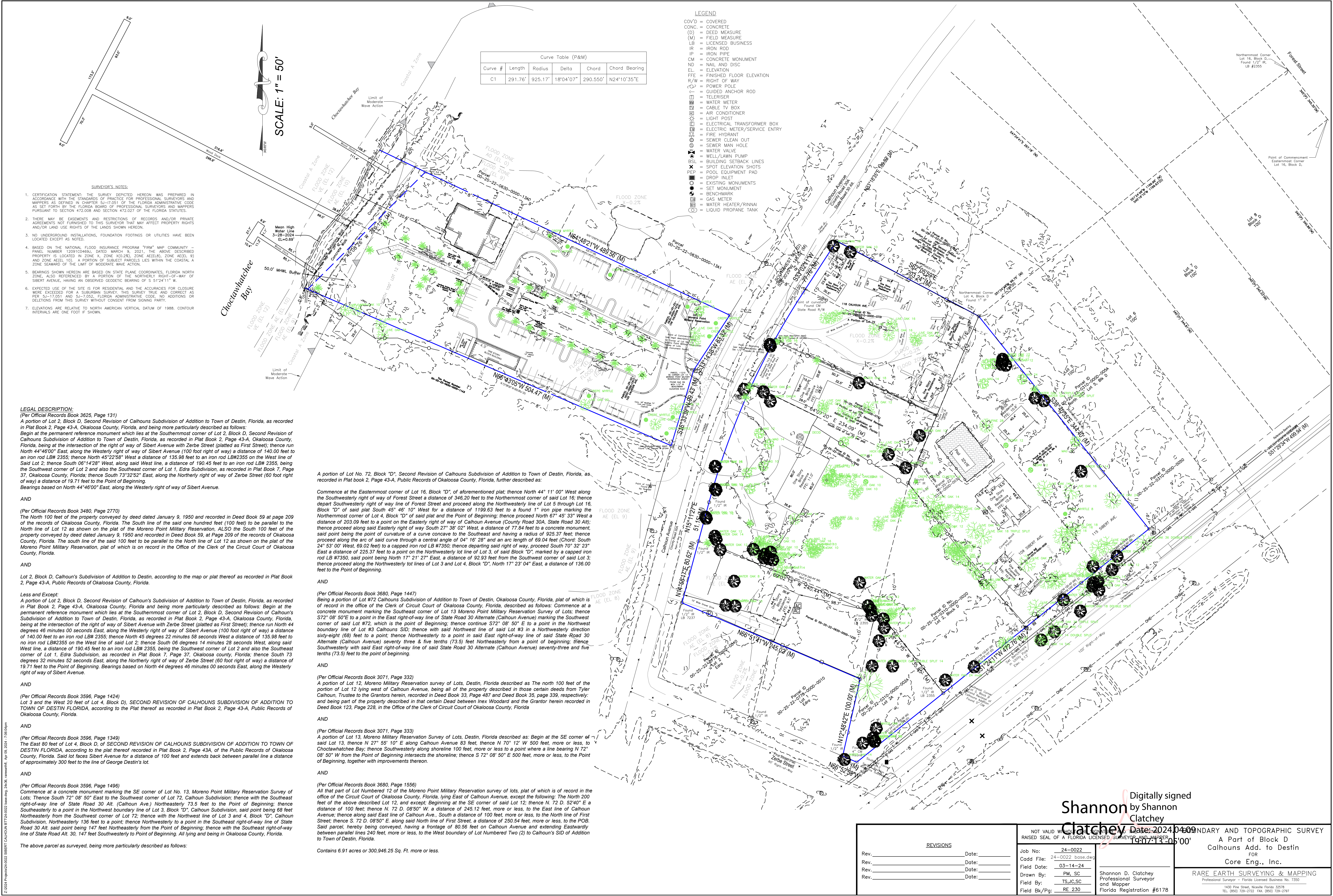
the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to an iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

4. Being a portion of Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southeast corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence S72° 08' S0"E to a point in the East right-of-way line of State Road 30 Alternate (Calhoun Avenue) marking the Southwest corner of said Lot #72, which is the point of Beginning; thence continue S72° 08' S0" E to a point in the Northwest boundary line of Lot #3 Calhouns SID; thence with said Northwest line of said Lot #3 in a Northwesterly direction sixty-eight (68) feet to a point; thence Northwesterly to a point in said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy three & five tenths (73.5) feet Northeasterly from a point of beginning; thence Southwesterly with said East right-of-way line of said State Road 30 Alternate (Calhoun avenue) seventy-three and five tenths (73.5) feet to the point of beginning.
5. Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50" East to the Southwest corner of Lot 72, Calhoun Subdivision; thence with the Southeast right-of-way line of State Road 30 Alt. (Calhoun Ave.) Northeasterly 73.5 feet to the Point of Beginning; thence Southeasterly to a point in the Northwest boundary line of Lot 3, Block "D", Calhoun Subdivision, said point being 68 feet Northeasterly from the Southwest corner of Lot 72; thence with the Northwest line of Lot 3 and 4, Block "D", Calhoun Subdivision, Northeasterly 136 feet to a point; thence Northwesterly to a point in the Southeast right-of-way line of State Road 30 Alt. said point being 147 feet Northeasterly from the Point of Beginning; thence with the Southeast right-of-way line of State Road Alt. 30, 147 feet Southwesterly to Point of Beginning. All lying and being in Okaloosa County, Florida. The above parcel as surveyed, being more particularly described as follows: A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as: Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44 ° 11' 00" West along the Southwesterly right of way of Forest Street a distance of 346.20 feet to the Northernmost corner of said Lot 16; thence depart Southwesterly right of way line of Forest Street and proceed along the Northwesterly line of Lot 5 through Lot 16, Block "D" of said plat South 45° 46' 10" West for a distance of 1199.63 feet to a found 1" iron pipe marking the Northernmost corner of Lot 4, Block "D" of said plat and the Point of Beginning; thence proceed North 67° 45' 33" West a distance of 203.09 feet to a point on the Easterly right of way of Calhoun Avenue (County Road 30A, State Road 30 Alt); thence

proceed along said Easterly right of way South 27° 38' 02" West, a distance of 77.84 feet to a concrete monument, said point being the point of curvature of a curve concave to the Southeast and having a radius of 925.37 feet; thence proceed along the arc of said curve through a central angle of 04° 16' 28" and an arc length of 69.04 feet (Chord: South 24° 53' 00" West, 69.02 feet) to a capped iron rod LB #7350; thence departing said right of way, proceed South 70° 32' 23" East a distance of 225.37 feet to a point on the Northwestern lot line of Lot 3, of said Block "D", marked by a capped iron rod LB #7350, said point being North 17° 21' 27" East, a distance of 92.93 feet from the Southwest corner of said Lot 3; thence proceed along the Northwestern lot lines of Lot 3 and Lot 4, Block "D", North 17° 23' 04" East, a distance of 136.00 feet to the Point of Beginning.

6. A PORTION OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA. AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS **FOLLOWS:** BEGIN AT THE PERMANENT REFERENCE MONUMENT WHICH LIES AT THE SOUTHERNMOST CORNER OF LOT 2, BLOCK D. SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A. OKALOOSA COUNTY, FLORIDA, BEING AT THE INTERSECTION OF THE RIGHT OF WAY OF SIBERT AVENUE WITH ZERBE STREET (PLATTED AS FIRST STREET); THENCE RUN NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE (100 FOOT RIGHT OF WAY) A DISTANCE OF 140.00 FEET TO AN IRON ROD LB# 2355; THENCE NORTH 45°22'58" WEST A DISTANCE OF 135.98 FEET TO AN IRON ROD LB#2355 ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 06°14'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 190.45 FEET TO AN IRON ROD LB# 2355, BEING THE SOUTHWEST CORNER OF LOT 2 AND ALSO THE SOUTHEAST CORNER OF LOT 1, EDRA SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 37, OKALOOSA COUNTY, FLORIDA; THENCE SOUTH 73°32'52" EAST, ALONG THE NORTHERLY RIGHT OF WAY OF ZERBE STREET (60 FOOT RIGHT OF WAY) A DISTANCE OF 19.71 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON NORTH 44 ° 46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE.
7. Lot 3 and the West 20 feet of Lot 4, Block D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page-43-.A, Public Records of Okaloosa County, Florida. Parcel ID Number: 00-2S-22-0310-000D-0030 Being and intended to be the same premises conveyed to the Grantor herein by deed recorded November 3, 2015 in Book 3223, Page 1636, Public Records of Okaloosa County, Florida.
8. The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot. Parcel ID Number: 00-2S-22-0310-000D-0040 Being and intended to be the same premises conveyed to the Grantor herein by deed recorded December 12, 2016 in Book 3279, Page 1883, Public Records of Okaloosa County, Florida.





SURVEYOR'S NOTES:

- CERTIFICATION STATEMENT: THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-7.051 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.008 AND SECTION 472.027 OF THE FLORIDA STATUTES.
- THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
- NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED.
- BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY - PANEL NUMBER 12091C0468, DATED MARCH 9, 2021, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE X, ZONE X(0.2%), ZONE AE(EL), ZONE AE(EL 9) AND ZONE AE(EL 10). A PORTION OF SUBJECT PARCELS LIES WITHIN THE COASTAL A ZONE SEAWARD OF THE LIMIT OF MODERATE WAVE ACTION.
- BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, ALSO REFERENCED BY A PORTION OF THE NORTHERLY RIGHT-OF-WAY OF SIBERT AVENUE, HAVING AN OBSERVED GEODETIC BEARING OF S 51°24'11" W.
- EXPECTED USE OF THE SITE IS FOR RESIDENTIAL AND THE ACCURACIES FOR CLOSURE WERE EXCEEDED IN ZONE X, ZONE X(0.2%), ZONE AE(EL), ZONE AE(EL 9) AND ZONE AE(EL 10). A PORTION OF SUBJECT PARCELS LIES WITHIN THE COASTAL A ZONE SEAWARD OF THE LIMIT OF MODERATE WAVE ACTION.
- ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988. CONTOUR INTERVALS ARE ONE FOOT IF SHOWN.

LEGAL DESCRIPTION:

(Per Official Records Book 3625, Page 131)
A portion of Lot 2, Block D, Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, and being more particularly described as follows:
Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44°46'00" East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45°22'58" West a distance of 135.98 feet to an iron rod LB#2355 on the West line of said Lot 2; thence South 06°14'28" West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as recorded in Plat Book 7, Page 37, Okaloosa County, Florida; thence South 73°32'52" East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning.
Bearings based on North 44°46'00" East, along the Westerly right of way of Sibert Avenue.

AND

(Per Official Records Book 3480, Page 2770)
The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

AND

Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Less and Except:

A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to no iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

AND

(Per Official Records Book 3596, Page 1424)
TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

AND

(Per Official Records Book 3596, Page 1349)
The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot.

AND

(Per Official Records Book 3596, Page 1496)
Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50" East to the Southwest corner of Lot 72, Calhoun Subdivision; thence with the Southeast right-of-way line of State Road 30 Alt. (Calhoun Ave.) Northeasterly 73.5 feet to the Point of Beginning; thence Southeasterly to a point in the Northwest boundary line of Lot 3, Block "D", Calhoun Subdivision, said point being 68 feet Northeasterly from the Southwest corner of Lot 72; thence with the Northwest line of Lot 3 and 4, Block "D", Calhoun Subdivision, Northeasterly 136 feet to a point; thence Northeasterly to a point in the Southeast right-of-way line of State Road 30 Alt. said point being 147 feet Northeasterly from the Point of Beginning; thence with the Southeast right-of-way line of State Road Alt. 30, 147 feet Southwestly to Point of Beginning. All lying and being in Okaloosa County, Florida.

The above parcel as surveyed, being more particularly described as follows:

A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as:

Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44° 11' 00" West along the Southwestly right of way of Forest Street a distance of 346.20 feet to the Northernmost corner of said Lot 16; thence depart Southwestly right of way line of Forest Street and proceed along the Northwestly line of Lot 5 through Lot 16, Block "D" of said plat South 45° 46' 10" West for a distance of 1199.63 feet to a found 1" iron pipe marking the Northernmost corner of Lot 4, Block "D" of said plat and the Point of Beginning; thence proceed North 67° 45' 33" West a distance of 203.09 feet to a point on the Easterly right of way of Calhoun Avenue (County Road 30A, State Road 30 Alt); thence proceed along said Easterly right of way South 27° 38' 02" West, a distance of 77.84 feet to a concrete monument, said point being the point of curvature of a curve concave to the Southeast and having a radius of 925.37 feet; thence proceed along the arc of said curve through a central angle of 04° 16' 28" and an arc length of 69.04 feet (Chord: South 24° 53' 00" West, 69.02 feet) to a capped iron rod LB #7350; thence departing said right of way, proceed South 70° 32' 23" East a distance of 225.37 feet to a point on the Northwestly lot line of Lot 3, of said Block "D", marked by a capped iron rod LB #7350, said point being North 17° 21' 27" East, a distance of 92.93 feet from the Southwest corner of said Lot 3; thence proceed along the Northwestly tot lines of Lot 3 and Lot 4, Block "D", North 17° 23' 04" East, a distance of 136.00 feet to the Point of Beginning.

AND

(Per Official Records Book 3680, Page 1447)
Being a portion of Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southernmost corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence S72° 08' 50"E to a point in the East right-of-way line of State Road 30 Alternate (Calhoun Avenue) marking the Southwest corner of said Lot #72, which is the point of Beginning; thence continue S72° 08' 50" E to a point in the Northwest boundary line of Lot #3 Calhouns SID; thence with said Northwest line of said Lot #3 in a Northwestly direction sixty-eight (68) feet to a point; thence Northwestly to a point in said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy three & five tenths (73.5) feet Northeasterly from a point of beginning; thence Southwestly with said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy-three and five tenths (73.5) feet to the point of beginning.

AND

(Per Official Records Book 3071, Page 332)
A portion of Lot 12, Moreno Military Reservation survey of Lots, Destin, Florida described as The north 100 feet of the portion of Lot 12 lying west of Calhoun Avenue, being all of the property described in those certain deeds from Tyler Calhoun, Trustee to the Grantors herein, recorded in Deed Book 33, Page 487 and Deed Book 35, page 339, respectively; and being part of the property described in that certain Deed between Inex Woodward and the Grantor herein recorded in Deed Book 123, Page 228, in the Office of the Clerk of Circuit Court of Okaloosa County, Florida

AND

(Per Official Records Book 3071, Page 333)
A portion of Lot 13, Moreno Military Reservation Survey of Lots, Destin, Florida described as: Begin at the SE corner of said Lot 13, thence N 27° 55' 10" E along Calhoun Avenue 83 feet, thence N 70° 12' W 500 feet, more or less, to Chocotawatchee Bay; thence Southwestly along shoreline 100 feet, more or less to a point where a line bearing N 72° 08' 50" W from the Point of Beginning intersects the shoreline; thence S 72° 08' 50" E 500 feet, more or less, to the Point of Beginning, together with improvements thereon.

AND

(Per Official Records Book 3680, Page 1556)
All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Clerk of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following: The North 200 feet of the above described Lot 12, and except; Beginning at the SE corner of said Lot 12; thence N. 72 D. 52°40' E a distance of 100 feet; thence N. 72 D. 08°50' W, a distance of 245.12 feet, more or less, to the East line of Calhoun Avenue; thence along said East line of Calhoun Ave., South a distance of 100 feet, more or less, to the North line of First Street; thence S. 72 D. 08°50' E, along said North line of First Street, a distance of 250.54 feet, more or less, to the POB. Said parcel, hereby being conveyed, having a frontage of 80.56 feet on Calhoun Avenue and extending Eastwardly between parallel lines 240 feet, more or less, to the West boundary of Lot Numbered Two (2) to Calhoun's SID of Addition to Town of Destin, Florida.

Contains 6.91 acres or 300,946.25 Sq. Ft. more or less.

REVISIONS		NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	
Rev.	Date:	Job No:	24-0022
Rev.	Date:	Cadd File:	24-0022_bose.dwg
Rev.	Date:	Field Date:	03-14-24
Rev.	Date:	Drawn By:	PM, SC
Rev.	Date:	Field By:	TSJC,SC
Rev.	Date:	Field Bk/Pg:	RE 230

Shannon D. Clatchey Professionally Surveyor and Mapper Florida Registration #6178	Digitally signed Shannon D. Clatchey Date: 2024.04.09 190713-05'00"	SECONDARY AND TOPOGRAPHIC SURVEY A Part of Block D Calhouns Add. to Destin FOR Core Eng., Inc. RARE EARTH SURVEYING & MAPPING Professional Surveyor - Florida Licensed Business No. 7350 1430 Pine Street, Knoxville Florida 35298 Tel. (800) 729-2722 Fax. (800) 729-2797
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Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0555CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

Lot 3 and the West 20 feet of Lot 4, Block D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-0310-000D-0030**

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded **November 3, 2015** in Book **3223**, Page **1636**, Public Records of **Okaloosa County, Florida**.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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 the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 23rd, 2021.

Signed, sealed and delivered
in the presence of:

Destin Bay House Cottages, LLC

Sabrina Hatcher
Witness signature

Sabrina Hatcher
Print witness name

Cynthia Kelley
Witness signature

Cynthia Kelley
Print witness name

Michael A. Shoults

By Michael A. Shoults, Its Member

Nancy S. Shoults

By Nancy S. Shoults, Its Member

State of Florida
County of Okaloosa

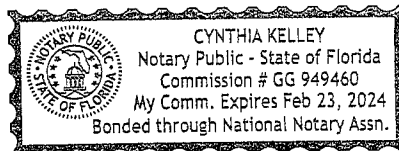
The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC, who are personally known to me or who produced _____ as identification.

Cynthia Kelley
Notary Public

Cynthia Kelley
Print Notary Name

My Commission Expires: 02/23/2024

Notary Seal



Prepared by and return to:
SHANNON L. WIDMAN, ESQ.
PORATH & ASSOCIATES, P.A.
1732 W Co Hwy 30A #106
Santa Rosa Beach, FL 32459
(850) 622-0102

DC Adelfosse
JD Peacock II Clerk of Circuit Court Okaloosa County, FL

Recording Fee: \$ 18.50
Doc Stamps: \$ 4,900.00

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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 28 day of September, 2023,
between **West End RV, LLC, a Florida limited liability company (Grantor) and WLSL, LLC, a Florida limited liability company of 600 4th St, Destin, FL 32541 (Grantee).**

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00, and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, quitclaims to Grantee and Grantee's heirs, executors, administrators, and assigns forever all of the right, title, and interest of Grantor in the following described land situated in **Okaloosa** County, Florida:

Legal Description:

The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

AND

Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Less and Except:

A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to an iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as

10/09/2023 03:52 PM

recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

PARCEL ID NUMBER: 00-2S-0310-000D-0020

Subject to the mortgage from West End RV, LLC to Katsue White as Trustee of the White Family Trust dated October 10, 2022, restated May 2, 2012, ISAOA, ATIMA.

Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

DISCLAIMER: This instrument was prepared without benefit of an abstract/record or other inquiry as to title or deed description and is drafted based solely upon the representation of the parties hereto.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Grantor:

West End RV, LLC

A Florida limited liability company

Wayne Lung
By: Wayne Lung, Managing Member

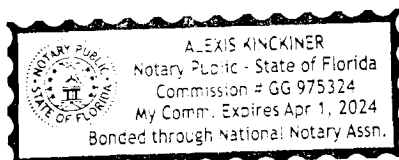
Witnesses:

Alexis Kinckiner
Witness Name: Alexis Kinckiner

Sharon C. Wolman
Witness Name: Sharon C. Wolman

STATE OF Florida
COUNTY OF Walton

The foregoing instrument was acknowledged before me by Wayne Lung who identified this instrument as a Special Warranty Deed, before me by means of x physical presence, or by online notary, on this 28 day of September, 2023, who is/are personally known to me or who has/have produced as identification.



[Signature]
NOTARY PUBLIC STATE OF Florida
MY COMMISSION EXPIRES: April 1, 2024

Prepared by and return to:

Linda Kramer

Porath & Associates, P.A.

1732 W. Co Hwy 30A, Ste. 106

Santa Rosa Beach, FL 32459

(850) 622-0102

File Number: **23-237**

Parcel Identification No. : **00-2S-22-0630-0000-1230**

Recording: \$18.50

Doc Stamps: \$4,200.00

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Warranty Deed made this 9th day of June, 2023 between **Kimberly Ann White, Individually, as to a life estate, and Kimberly Ann White, as Trustee of the K. A. White Trust dated September 9, 2019** whose post office address is **12600 SW Crescent Street #312, Beaverton, OR 97005**, grantor, and **WLSL, LLC, a Florida Limited Liability Company** whose post office address is **600 4th Street, Destin, FL 32541**, grantee:

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Okaloosa County, Florida** to-wit:

All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following:

The North 200 feet of the above described Lot 12, and except: Beginning at the SE corner of said Lot 12; thence N. 72 D. 52'40" E a distance of 100 feet; thence N. 72 D. 08'50" W. a distance of 245.12 feet, more or less, to the East line of Calhoun Avenue; thence along said East line of Calhoun Ave., South a distance of 100 feet, more or less, to the North line of First Street; thence S. 72 D. 08'50" E. along said North line of First Street, a distance of 250.54 feet, more or less, to the POB. Said parcel, hereby being conveyed, having a frontage of 80.56 feet on Calhoun Avenue and extending Eastwardly between parallel lines 240 feet, more or less, to the West boundary of Lot Numbered Two (2) to Calhoun's S/D of Addition to Town of Destin, Florida.

Parcel Identification Number: 00-2S-22-0630-0000-1230

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

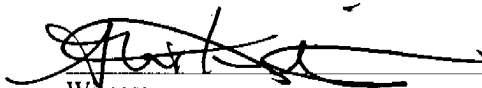
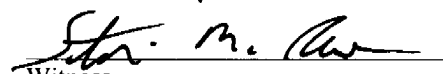
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the current year.

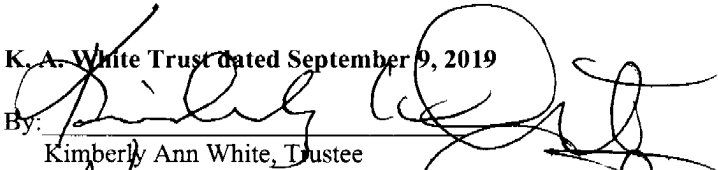
* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Witness
 Printed Name: Alexis Kinckiner

 Witness
 Printed Name: Stephanie M. Phalen

K. A. White Trust dated September 9, 2019

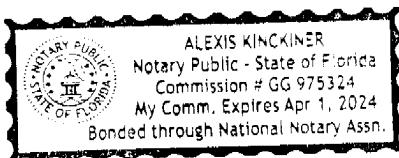
By: 
 Kimberly Ann White, Trustee


 Kimberly Ann White

State of Florida
 County of Walton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2023 by Kimberly Ann White, Trustee of the K. A. White Trust dated September 9, 2019 and Kimberly Ann White, Individually who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]




 Notary Public

Print Name: Alexis Kinckiner

My Commission Expires: April 1, 2024

Prepared by and return to:

Linda Kramer
Porath & Associates, P.A.
1732 W. Co Hwy 30A, Ste. 106
Santa Rosa Beach, FL 32459
(850) 622-0102
File Number: **23-239**
Parcel Identification No. : **00-2S-22-0310-000D-072J**

Recording: \$18.50

Doc Stamps: \$3,500.00

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Warranty Deed made this **9th day of June, 2023** between **Katsue White, Trustee of the White Family Trust** dated **October 10, 2002** as restated on **May 2, 2012** whose post office address is **12600 SW Crescent Street #312, Destin, FL 32541**, grantor, and **WLSL, LLC, a Florida Limited Liability Company** whose post office address is **600 4th Street, Destin, FL 32541**, grantee:

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Okaloosa County, Florida** to-wit:

Being a portion of Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southeast corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence S72° 08' 50"E to a point in the East right-of-way line of State Road 30 Alternate (Calhoun Avenue) marking the Southwest corner of said Lot #72, which is the point of Beginning; thence continue S72° 08' 50" E to a point in the Northwest boundary line of Lot #3 Calhouns S/D; thence with said Northwest line of said Lot #3 in a Northwesterly direction sixty-eight (68) feet to a point; thence Northwesterly to a point in said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy three & five tenths (73.5) feet Northeasterly from a point of beginning; thence Southwesterly with said East right-of-way line of said State Road 30 Alternate (Calhoun avenue) seventy-three and five tenths (73.5) feet to the point of beginning.

Parcel Identification Number: 00-2S-22-0310-000D-072J

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

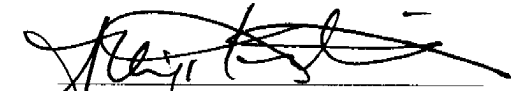
To Have and to Hold, the same in fee simple forever.

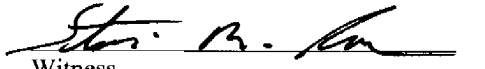
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the current year.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

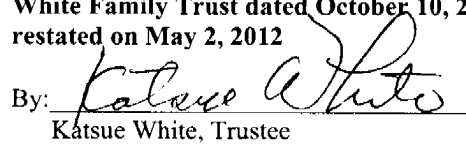
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Witness
 Printed Name: Alexis Kinckine


 Witness
 Printed Name: Stephanie M. Anderson

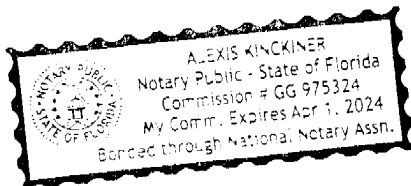
White Family Trust dated October 10, 2002 as restated on May 2, 2012

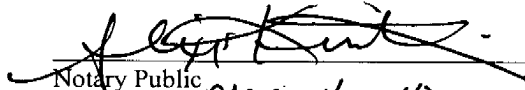
By: 
 Katsue White, Trustee

State of Florida
 County of Walton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2023 by Katsue White, Trustee of the White Family Trust dated October 10, 2002 as restated on May 2, 2012 who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]




 Notary Public
 Print Name: Alexis Kinckine
 My Commission Expires: April 1, 2024

Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0556CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot.

Parcel ID Number: **00-2S-22-0310-000D-0040**

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded **December 12, 2016** in Book 3279, Page 1883, Public Records of **Okaloosa County, Florida**.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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 the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 23, 2021.

Signed, sealed and delivered
in the presence of:

Destin Bay House Cottages, LLC

Michael A. Shoults

By Michael A. Shoults, Its Member

Nancy S. Shoults

By Nancy S. Shoults, Its Member

Sabrina Hatcher

Witness signature

Sabrina Hatcher

Print witness name

Cynthia Kelley

Witness signature

Cynthia Kelley

Print witness name

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC, who are personally known to me or who produced _____ as identification.

Cynthia Kelley

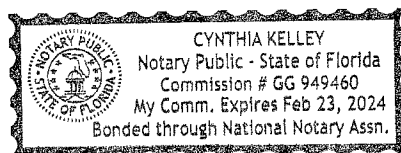
Notary Public

Cynthia Kelley

Print Notary Name

My Commission Expires: _____

Notary Seal



Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0366CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50" East to the Southwest corner of Lot 72, Calhoun Subdivision; thence with the Southeast right-of-way line of State Road 30 Alt. (Calhoun Ave.) Northeasterly 73.5 feet to the Point of Beginning; thence Southeasterly to a point in the Northwest boundary line of Lot 3, Block "D", Calhoun Subdivision, said point being 68 feet Northeasterly from the Southwest corner of Lot 72; thence with the Northwest line of Lot 3 and 4, Block "D", Calhoun Subdivision, Northeasterly 136 feet to a point; thence Northwesterly to a point in the Southeast right-of-way line of State Road 30 Alt. said point being 147 feet Northeasterly from the Point of Beginning; thence with the Southeast right-of-way line of State Road Alt. 30, 147 feet Southwesterly to Point of Beginning. All lying and being in Okaloosa County, Florida.

The above parcel as surveyed, being more particularly described as follows:

A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as:

Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44° 11' 00" West along the Southwesterly right of way of Forest Street a distance of 346.20 feet to the Northernmost corner of said Lot 16; thence depart Southwesterly right of way line of Forest Street and proceed along the Northwesterly line of Lot 5 through Lot 16, Block "D" of said plat South 45° 46' 10" West for a distance of 1199.63 feet to a found 1" iron pipe marking the Northernmost corner of Lot 4, Block "D" of said plat and the Point of Beginning; thence proceed North 67° 45' 33" West a distance of 203.09 feet to a point on the Easterly right of way of Calhoun Avenue (County Road 30A, State Road 30 Alt); thence proceed along said Easterly right of way South 27° 38' 02" West, a distance of 77.84 feet to a concrete monument, said point being the point of curvature of a curve concave to the Southeast and having a radius of 925.37 feet; thence proceed along the arc of said curve through a central angle of 04° 16' 28" and an arc length of 69.04 feet (Chord: South 24° 53' 00" West, 69.02 feet) to a capped iron rod LB #7350; thence departing said right of way, proceed South 70° 32' 23" East a distance of 225.37 feet to a point on the Northwesterly lot line of Lot 3, of said Block "D", marked by a capped iron rod LB #7350, said point being North 17° 21' 27" East, a distance of 92.93 feet from the Southwest corner of said Lot 3; thence proceed along the Northwesterly lot lines of Lot 3 and Lot 4, Block "D", North 17° 23' 04" East, a distance of 136.00 feet to the Point of Beginning.

Parcel ID Number: 00-2S-22-0310-000D-072I

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded September 1, 2015 in Book 3214, Page 3270, Public Records of Okaloosa County, Florida.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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.

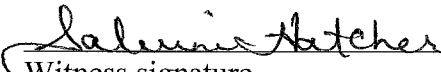
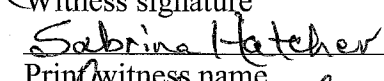
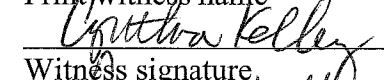
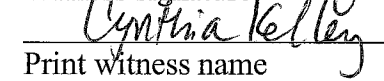
AND the Grantor hereby covenants with the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

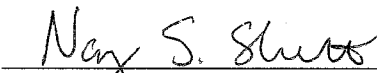
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 28, 2021.

Signed, sealed and delivered
in the presence of:

Destin Bay House Cottages, LLC

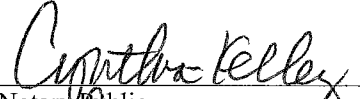
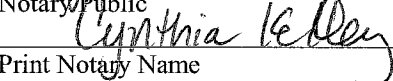
By Michael A. Shoults, Its Member


Witness signature

Print witness name

Witness signature

Print witness name


By Nancy S. Shoults

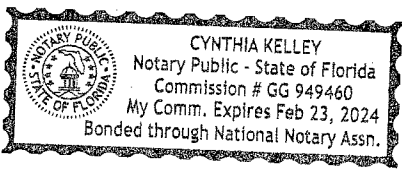
State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC who are personally known to me or who has produced _____ as identification.


Notary Public

Print Notary Name

My Commission Expires: 02/23/2024

Notary Seal



Prepared without survey or title by
AMY P. SLAMAN ESQ.
CLARK PARTINGTON
4100 Legendary Dr., Suite 200
Destin, FL 32541

Parcel ID 00-2S-22-0310-000D-002A

WARRANTY DEED TO TRUST
(Sibert Ave)

KNOW ALL MEN BY THESE PRESENTS that **CHRISTOPHER WHITE**, a married man (the "Grantor"), whose address is 112 Fulmar Circle NE, Fort Walton Beach, FL 32548, for and in consideration of good and valuable consideration, the receipt whereof is hereby acknowledged, hereby conveys and grants the real property described herein below to **CHRISTOPHER TERRY WHITE, as trustee of the CHRISTOPHER WHITE REVOCABLE TRUST DATED JUNE 1, 2022** (the "Grantee"), whose address is 112 Fulmar Circle NE, Fort Walton Beach, FL 32548, and successors and assigns thereof, in and to the real property situate, lying and being in *Okaloosa County*, Florida, described as follows:

A PORTION OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE PERMANENT REFERENCE MONUMENT WHICH LIES AT THE SOUTHERNMOST CORNER OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA, BEING AT THE INTERSECTION OF THE RIGHT OF WAY OF SIBERT AVENUE WITH ZERBE STREET (PLATTED AS FIRST STREET); THENCE RUN NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE (100 FOOT RIGHT OF WAY) A DISTANCE OF 140.00 FEET TO AN IRON ROD LB# 2355; THENCE NORTH 45°22'58" WEST A DISTANCE OF 135.98 FEET TO AN IRON ROD LB#2355 ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 06°14'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 190.45 FEET TO AN IRON ROD LB# 2355, BEING THE SOUTHWEST CORNER OF LOT 2 AND ALSO THE SOUTHEAST CORNER OF LOT 1, EDRA SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PGE 37, OKALOOSA COUNTY, FLORIDA; THENCE SOUTH 73°32'52" EAST, ALONG THE NORTHERLY RIGHT OF WAY OF ZERBE STREET (60 FOOT RIGHT OF WAY) A DISTANCE OF 19.71 FEET TO THE POINT OF BEGINNING.
BEARINGS BASED ON NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE.

The subject property is **not** the Constitutional homestead of the Grantor.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. Subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions, instruments and matters of record or appearing on the plat or otherwise common to the subdivision; valid easements and mineral reservations of record affecting the Property, if any; and taxes for the current year and subsequent years; all of which are not hereby reimposed.

TO HAVE AND TO HOLD the Property in fee simple upon the trust and for the uses and purposes herein and as set forth in the trust agreement.

Notwithstanding anything herein to the contrary, Grantor hereby retains the right to use, possess, and occupy the Property as his personal residence during his lifetime, when such is used as his homestead within the meaning given to the term "homestead" by the State of Florida Constitution and applicable Florida Statutes pertaining thereto.

Each Trustee named herein shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed. The powers of a Trustee and any successor shall extend to any and all rights which the Grantors possess in the Property; any deed, mortgage, or other instrument executed by a Trustee shall convey all rights or interests of the Grantors; and each such Trustee is appointed as the attorney-in-fact for the Grantors to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantors.

If a Trustee named hereinabove cannot continue to serve, then the next person named under each such Trust shall serve as successor Trustee. The term "Trustee" referred to in this trust agreement shall be considered to include the successor Trustee. Any successor Trustee is hereby granted the same powers with respect to the Property as are granted to the Trustees in this deed. Any person dealing with a Trustee shall deal with such Trustee as set forth hereinabove. However, no person shall deal with a successor Trustee of the Trust until one or more of the following have been received by such person or placed of record in the aforementioned county:

- A. The written resignation of a prior Trustee sworn to or acknowledged before a notary public.
- B. A certified death certificate of a prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incapacitated, or removing the Trustee for any reason.
- D. The written certificates of two physicians currently practicing medicine that the Trustee is unable to manage his or her own affairs or is physically or mentally incapable of handling the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantors sworn to or acknowledged before a notary public; this right being reserved to the Grantors.
- F. A conveyance from the prior Trustee to the Successor Trustee.

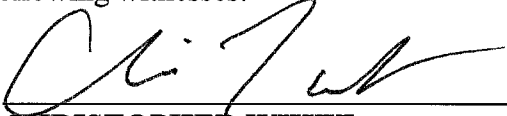
AND Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property; that the Property is free of

all encumbrances; except taxes accruing subsequent to the end of the prior year; and Grantor will defend the same against the lawful claims of all persons whomsoever.

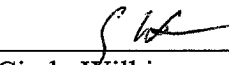
Signed, sealed and delivered in the presence of the following witnesses:



Amy P. Slaman



CHRISTOPHER WHITE



Cindy Wilkinson

Date: June 1, 2022

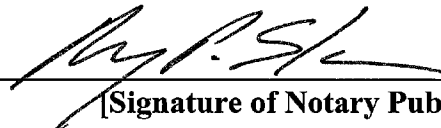
STATE OF FLORIDA

COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me this 1st day of June, 2022, by means of
☒ physical presence or ☐ online notarization by **CHRISTOPHER WHITE**, who ☒ is
personally known to me, or who ☐ has produced _____ as
identification.



[NOTARIAL SEAL]



[Signature of Notary Public]

A4133503.DOCX



Community Development Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

May 3, 2024

Subject: Notification of Development Project: Calhoun/Sibert – Future Land Use Map Amendment and Rezone - City of Destin Project Numbers: LU-001400-2024 and LU-001395-2024

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Future Land Use Map (FLUM) Amendment from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU) and a Rezone from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU). As an owner of property located within 300 feet of this project, **Section 2.17.00 of the Destin Land Development Code (LDC)** 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 any comments to the email address provided below.

1. Name of Owner: WLSL, LLC; LDV Land Development LLC; White Christopher Trust
2. Name of Agent: CORE Engineering and Consulting
3. Address and Parcel ID Numbers of Project:

102 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0630-0000-1230)
104 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0630-0000-1240)
108 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-072J)
118 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-072I)
115 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0040)
109 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0030)
105 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0020)
Unaddressed Parcel on Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-002A)

4. Project Description:

Future Land Use Map (FLUM) Amendment from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU) and a Rezone from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU).

5. Location Map: Please refer to the back of this letter.

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 online:
<http://www.cityofdestin.com/forms.aspx?fid=121>

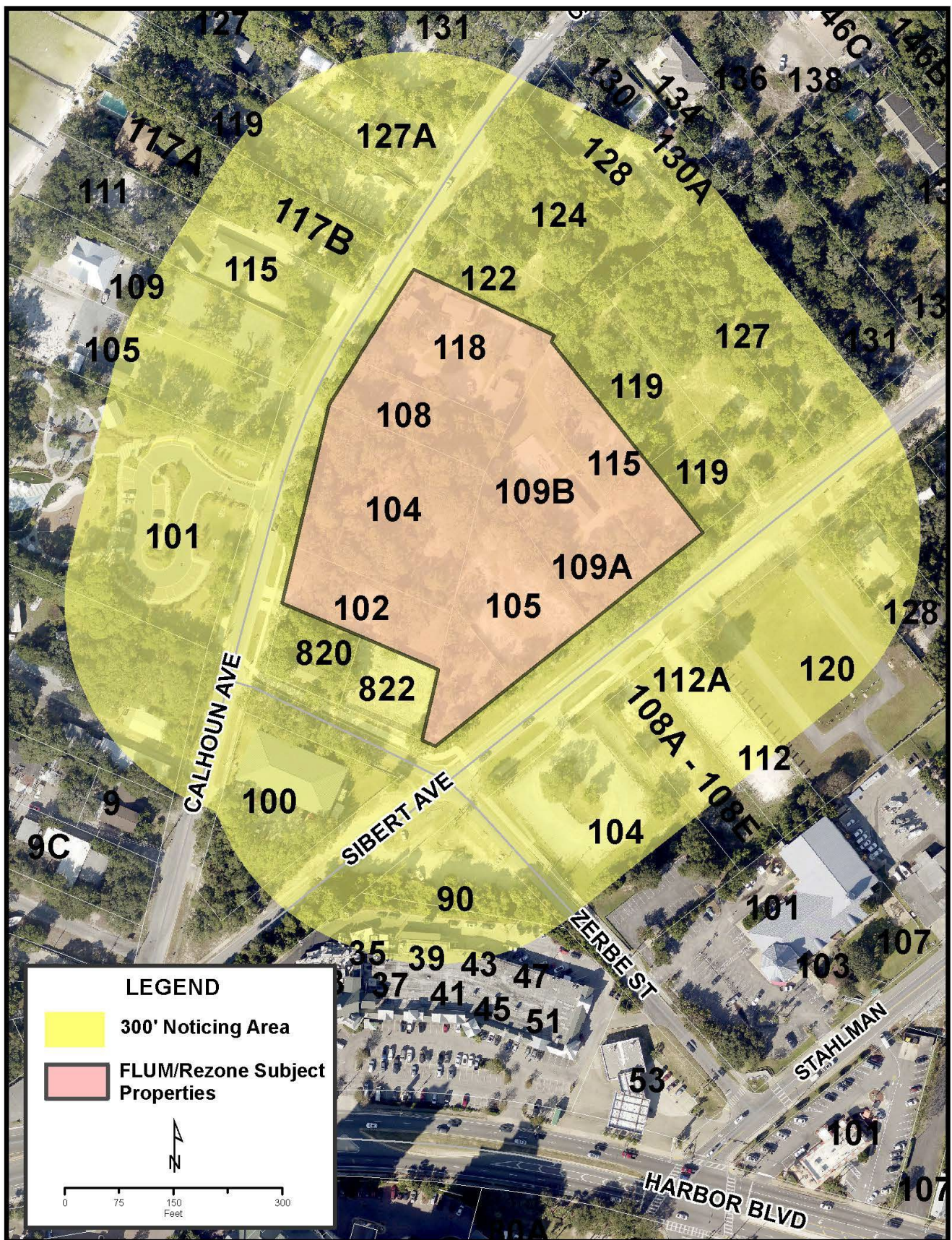
If you have any questions, please do not hesitate to call (850) 654-1119 or email planning@cityofdestin.com.

Sincerely,

Tina Deater, AICP
Planner



cc: Louis Zunguze, MURP, Community Development Director
Planning Division
Project File



**AFFIDAVIT
POSTING OF PROPERTY**

BEFORE ME, the undersigned authority, personally appeared: Edwin L. Stanford,

the owner and/or authorized agent of the following described property: 102, 104, 105, 108 Calhoun
105 S. Bert Avenue, Parcel 00-25-22-0310-000D-002A -who deposes and says as follows:

1. That the subject site described above has a sign posted by the owner and/or authorized agent for the owner, notifying the public of the development activity, city project number, and authorized agent and phone number.
2. That the posted sign meets the dimensional requirements set by the City.
3. That the posted sign was placed and will be maintained upon the property in the correct location and not less than fourteen (14) days from the date of the City's Completeness Letter.
4. That a photo of the sign depicting the location of the sign in relation to the road right-of-way is attached.
5. This affidavit will be forwarded to the City's Planning Division no later than seven (7) working days from the posting of the sign.

I have completed the said requirements as described in the City of Destin Land Development Code.


Signed Name of Owner/Agent

Edwin L. Stanford
Printed Name of Owner/Agent

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization
__, this 17 day of May, 2024,

By: Zachary Brannen
(Print name)

Personally known ☒ OR Produced Identification _____


Notary Signature

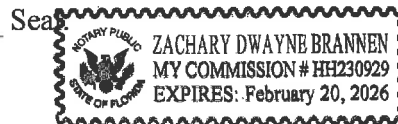




Photo 1 – Sibert Sign



Photo 2 – Sibert Sign from Right Of Way



Photo 3 – Calhoun Sign From Right Of Way



Photo 4 – Calhoun Sign

Rey Bailey

From: Eryn Russell <erussell@flcities.com>
Sent: Monday, June 10, 2024 2:18 PM
To: Eryn Russell
Subject: 2024 FLC Annual Conference Voting Delegate Information
Attachments: 2024 Voting Delegate Memo.pdf

Good afternoon,

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively. Click [here](#) for more information about Annual Conference.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting.

Please see the attached memo for more information. Thank you,

Eryn Russell
Membership Programs Specialist
Florida League of Cities, Inc.
850.701.3616
www.flcities.com



2024 Annual Conference
Florida League of Cities, Inc.
August 15-17, 2024
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com