DESTIN CITY COUNCIL MEETING
MARCH 3, 2025
ANNEX COUNCIL CHAMBERS
6:00 PM

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

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. National Flood Awareness Week - March 3-9, 2025
   B. Spring Break Preparations: Brief Overview by Captain Jason Fulghum, Okaloosa County Sheriff's Office
   C. FY 2024 Annual Audit and Financial Statements
2. **PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items)** (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)
3. ***** CONSENT AGENDA**
   A. Resolution 25-05 - Gulf of America
   B. Destin Little League Annual Opening Day Parade
   C. SUN Trail Grant Agreement for Crosstown Connector Multiuse Pathway Design
   D. Atkins Amendment 6 - Crosstown SUN Trail Design
   E. RFB 25-04-REC Batting Cage at MSC
   F. RFB 25-03-REC Buck Destin Park Restroom
   G. RFQ 24-12-CD-Professional Planning and Grant Consulting Services Continuing Services Contracts
   H. Henderson Beach Resort SUB-001479-2024 –Lot 7 Replat – Final Plat Approval
   I. Approval of minutes of February 18, 2025 Council Executive Session
   J. Approval of minutes of February 3, 2025 Regular City Council Meeting
4. **CITY MANAGER REPORTS** Announcements
   A. Undergrounding Update and Phase 2 Discussion
   B. Gator Dredging Request for Release of Bid
   C. Appropriations Prioritization
   D. Crystal Beach Plans
   E. TDC FY26 Expenditure Plans for the Promotion of Tourism

F. Community Center Exterior Building Envelope Inspection

G. Park Master Plan - Agreement and Work Authorization

H. Draft Minutes of Standing Boards & Committees - Informational Only

I. Announcements

5. PUBLIC HEARINGS

A. First Reading Ordinance 24-05-CN - Abandonment of a segment of environmental preservation area in Pine Ridge Trace Subdivision.

B. First Reading Ordinance 24-16-CN - Abandonment of the Environmental Preservation area in Pine Ridge Trace Subdivision

C. This is the second public workshop concerning the adoption of the City of Destin's new Mobility Fees based on the Mobility Fee Study consistent with sections 163.3180 and 163.31801, Florida Statutes. City Council will discuss and consider all public input at this workshop, which is the second workshop dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitation set forth in Florida Statutes.

D. Second reading of Ordinance 24-23-CC - Requiring short-term rental registrations at multi-family units, including condominium units, within the City of Destin; providing for authority; providing for findings of fact; distinguishing between short-term rental registrations for single-family homes and short-term rental registrations for multi-family units; renaming Article VI of Chapter 13 "Registration of short-term rentals (single family) but making no other amendments to the regulations for short-term rentals for single-family homes; creating Article VI(a) of Chapter 13, "Registration of short-term rentals (multi-family); requiring an application for such registration and authorizing registration fees for short-term rentals at multi-family units; requiring a local responsible party for short-term rentals at multi-family units.

E. Second Reading/Motion to Rescind Approval on First Reading of ORDINANCE 25-01-CC REQUIRING SHORT TERM RENTAL REGISTRATIONS FOR RENTALS OF COMMERCIAL LODGING UNITS (INCLUDING BUT NOT LIMITED TO HOTELS, MOTELS, BED AND BREAKFASTS, CONDOTELS, AND SIMILAR FACILITIES) WITHIN THE CITY OF Destin; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DEFINITIONS; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR RESIDENTIAL UNITS AND REGISTRATIONS FOR COMMERCIAL LODGING UNITS; CREATING ARTICLE VI(B) OF cHAPTER 13, "rEGISTRATION OF sHORT-tERM rENTALS (COMMERCIAL); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT COMMERCIAL LODGING UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT COMMERCIAL LODGING UNITS.

F. Matt Taylor of AtkinsRealis, on behalf of the City of Destin, is requesting approval of a Major Development Order application (DEV-001449-2024) & a Major Subdivision (SUB-001448-2024) application. This project includes the subdivision of the parcels herein to establish City Right-of-Way (ROW) and associated recreationally zoned parcels, as well as construction of a road connecting Legion Drive to Azalea & Benning Drive, and the associated site infrastructure. The subject project is located at 700 Legion Drive, 215-217 Beach Drive, 209 Beach Drive, 601-611 Sandalwood Drive, and unaddressed parcel fronting Benning Drive (Parcel IDs: 00-2S-22-2335-0000-0130, 00-2S-22-3083-000B-0180, 00-2S-22-3083-000B-0170, 00-2S-22-0000-0009-0000, 00-2S-22-2167-0000-0300, 00-2S-22-2167-0000-0310, 00-2S-22-2167-0000-0280, 00-2S-22-2167-0000-0320, 00-2S-22-2167-0000-029A, 00-2S-22-2167-0000-0330, 00-2S-22-2167-0000-0270, 00-2S-22-2167-0000-0340, 00-2S-22-2167-0000-0260, 00-2S-22-2167-0000-0250, & 00-2S-22-5555-0000-0020).

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

   A. Councilmember Braden

   B. Councilmember Trammell

   C. Councilmember Destin

   D. Councilmember Bagby

   E. Councilmember Hebert

   F. Councilmember Geile
      1) Projects Status/Updates

   G. Councilmember Schmidt

   H. Mayor Wagner

   I. City Attorney
      Pursuant to Section 286.011(8), Florida Statutes, the City Attorney desires the advice of the City Council in the case of *Jeffrey Zurick v. Destin Apartments, LLC and City of Destin, FL,* 2023 CA 000779 (Okaloosa County, Florida 2023) and as such, is calling for an Executive Session to be held in the City Council Chambers at the Destin City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541, on March 3, 2025 at 5:00 pm Central. Present at the Executive Session will be a court reporter, Mayor Bobby Wagner; all City Council Members; Larry Jones, City Manager; Litigation Attorney for the City of Destin, Erik Krebs; and the City Attorney Kimberly Romano Kopp.

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

ITEM # 2025-117

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

THRU: Larry Jones , City Manager
Rey Bailey, City Clerk

FROM: Michael Burgess, Public Works Director

DATE: 02/03/2025

SUBJECT: National Flood Awareness Week - March 3-9, 2025

I. BACKGROUND: The Florida Floodplain Manager's Association (FFMA) has declared the week of March 3rd as Florida Flood Awareness Week.

II. DISCUSSION: Proclamation declaring the week of March 3, 2025 as Flood Awareness Week in the City of Destin.

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

B. Effect on Budget (EOB): None

C. Level of Service (LOS): Promotion of flood insurance, flood safety, and flood mitigation activities to residents and businesses through awareness via social media posts.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: By this proclamation, the week of March 3, 2025, will be designated as Flood Awareness Week in the City of Destin. Citizens and area businesses will receive educational materials through the City's social media outlets concerning the importance of flood insurance and flood mitigation activities to protect their investment in our community and reduce losses in the case of a natural disaster.

IV. RECOMMENDED MOTION: Proclamation - no motion is requred.

Attachments:

ITEM # 2025-117

1. Flood Awareness Week

City of Destin

Proclamation

FLOOD AWARENESS WEEK

***WHEREAS*,** the City of Destin has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in both coastal and riverine environments and this flooding has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

WHEREAS, the City of Destin is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the City of Destin participates in the Community Rating System at a Class 6, affording our property owners up to a 20 percent discount on their flood insurance premiums; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS*,** public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), has declared the week of March 3rd - 9th, 2025, as ***Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

NOW, THEREFORE, I, Mayor Bobby Wagner, and on behalf of the Destin City Council, in coordination with the Association of State Floodplain Managers and the Florida Floodplain Managers Association, do hereby proclaim Monday, March 3rd thru Sunday, March 9th as ***FLOOD AWARENESS WEEK*** in the City of Destin and further encourage the citizens of Destin to increase their knowledge of how to protect themselves and their property from flooding.

SO, DONE THIS 3RD DAY OF MARCH 2025
BY:

_____

Bobby Wagner, Mayor

ITEM # 2025-271

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Special Presentation
AGENDA OUTLINE NUMBER: 1.C.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , City Manager

FROM: Krystal Strickland, Finance Director

DATE: February 20, 2025

SUBJECT: FY 2024 Annual Audit and Financial Statements

I. BACKGROUND: An annual audit of the City's financial operations is required in order to maintain legal reporting compliance for various State and Federal agencies and to comply with certain bond covenants within the City's debt instruments.

II. DISCUSSION: Mr. Wade Sansbury, CPA, Partner, will present the independent auditor's report on behalf of Mauldin &Jenkins, CPAs for the fiscal year ending September 30, 2024.

In addition to the regular audit, Mauldin & Jenkins also examined the City's Community Redevelopment Agency (CRA) in accordance with Florida Statute Section 163.387(6) and (7).

A. Link to Strategic Goals / Objectives: Goal #1: Financially sound city providing service excellence.
B. Effect on Budget (EOB): The presentation has no effect on the budget.
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

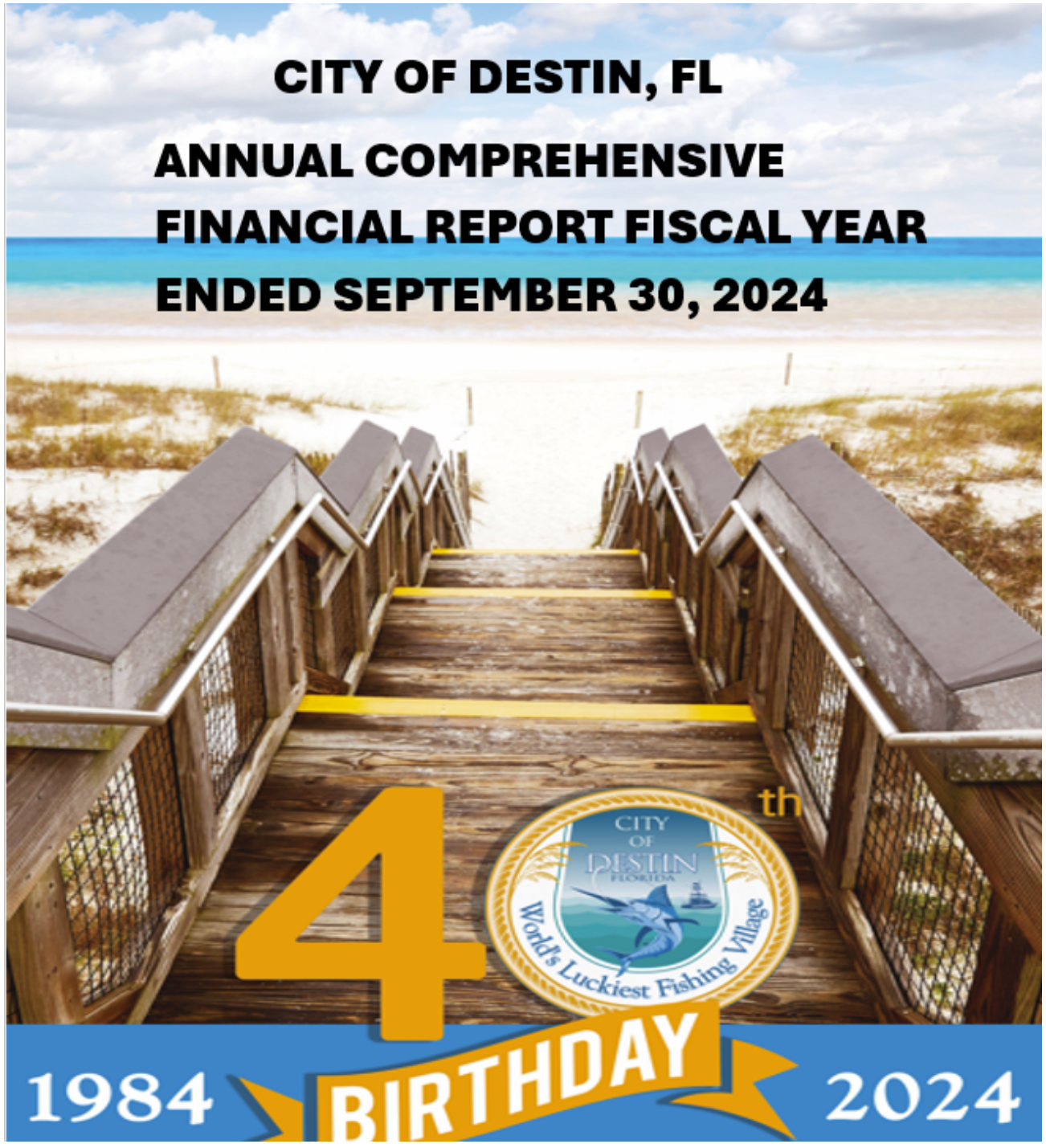
III. CONCLUSION: The annual independent audit provides for legal compliance and confirms the sound financial condition of the City. The auditor's unmodified opinion confirms that the financial statements are fairly presented in all material respects.

IV. RECOMMENDED MOTION: I move to accept the 2024 Annual Audit and Financial Statements for the City of Destin and for the City of Destin Community Redevelopment Agency.

ITEM # 2025-271

Attachments:

1. 2024 Destin Presentation
2. 2024 Financial Statements - City of Destin
3. 2024 Financial Statements - Destin CRA



2024 PRESENTATION OF AUDIT RESULTS TO: CITY OF DESTIN, FLORIDA

Presented by:
Wade Sansbury

Agenda

- Information about Mauldin & Jenkins
- Overview of Audit Opinions and Annual Comprehensive Financial Report
- Required Communications under *Government Auditing Standards*
- Highlights of General Financial Information for the City
- Questions and Comments

Mauldin & Jenkins, LLC

- Founded 1918
- Large regional audit organization
- We provide professional services to over 730 governments in the Southeast, including 180 governments receiving the GFOA's Certificate of Achievement for Excellence in Financial Reporting
- Firm is considered to be in the top 20 of all firms conducting single audits in the United States.
- Offer Free CPE Quarterly to our clients on an annual basis

Mauldin & Jenkins, LLC

INSIDE public accounting TOP 100 FIRMS 2023

accountingTODAY 2024 Top 100 Firms

CONSISTENTLY RANKED AS A TOP ACCOUNTING FIRM IN THE U.S.

100+ year
HISTORY
OF QUALITY SERVICE

Serve 700+
GOVERNMENT CLIENTS

GOVERNMENTAL PARTNERS AND DIRECTORS **25**



160+ TEAM MEMBERS DEDICATED TO SERVING THE GOVERNMENTAL INDUSTRY



6 STATES | **14** OFFICES

290+
SINGLE AUDITS PERFORMED LAST YEAR COVERING OVER $7 BILLION OF FEDERAL GRANTS



165,000+
HOURS ANNUALLY PROVIDED TO GOVERNMENTAL CLIENTS

170+ CURRENT CLIENTS AWARDED THE GFOA CERTIFICATE OF EXCELLENCE



NATIONALLY RECOGNIZED

General Information About the Annual Comprehensive Financial Report

- Introductory Section
- Letter of Transmittal; Organizational Chart; Directory of Officials; Certificate of Achievement for Excellence in Financial Reporting
- Financial Section
- Independent Auditor's Report; Management Discussion & Analysis (MD&A); Financial Statements and Footnotes
- Statistical Section
- Financial Trends Information; Revenue Capacity Information; Debt Capacity Information; Operating Information

General Information About the Annual Comprehensive Financial Report

Audit Opinion

Our Responsibility Under Auditing Standards Generally Accepted in the United States of America (GAAS)

- We considered the internal control structure for the purpose of expressing our opinion on the City's basic financial statements and not for the purpose of providing an opinion on the effectiveness of internal controls.
- Our audit was performed in accordance with GAAS and *Government Auditing Standards*.
- Our objective is to provide reasonable—not absolute—assurance that the basic financial statements are free of material misstatement.
- The basic financial statements are the responsibility of the City's management.

Report on Basic Financial Statements

- Unmodified ("clean") opinion on basic financial statements.
- Presented fairly in accordance with accounting principles generally accepted in the United States of America.
- Our responsibility does not extend beyond financial information contained in our report.

General Information About the Annual Comprehensive Financial Report

Compliance Report

- The financial report package contains a report on our tests of the City's internal controls and compliance with laws, regulations, etc. The report is not intended to provide an opinion on internal controls and compliance with applicable rules and regulations.
- This report and the procedures performed are required by *Government Auditing Standards*.
- We reported no current year findings.

Single Audit

- The City did not receive and spend in excess of $750,000 in federal or state awards. As such, we were not required to perform a single audit for the City's September 30, 2024 year end.

Required Communications

Significant Accounting Policies

- Management is responsible for the selection and use of appropriate accounting policies.
- The significant accounting policies used by the City are described in Note 1 to the basic financial statements.
- The policies used by the City are in accordance with generally accepted accounting principles.
- In considering the qualitative aspects of its policies, the City is not involved in any controversial or emerging issues for which guidance is not available.

Management Judgment/Accounting Estimates

- Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events.
- The City uses various estimates as part of its financial reporting process – including actuarial assumptions.

Relationship with Management

- We received full cooperation from the City's management and staff.
- There were no disagreements with management on accounting issues or financial reporting matters.

Required Communications

Management Representation

- We requested, and received, written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us.

Consultation with Other Accountants

- To the best of our knowledge, management has not consulted with, or obtained opinions from, other independent accountants during the year, nor did we face any issues requiring outside consultation.

Significant Issues Discussed with Management

- There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements.

Audit Adjustments

- There were no unrecorded or passed audit adjustments.

Financial Statement Disclosures

- The footnote disclosures to the financial statements are also an integral part of the financial statements and the process used by management to accumulate the information included in the disclosures was the same process used in accumulating the statements. The overall neutrality, consistency, and clarity of the disclosures was considered as part of our audit.

Required Communications

Information in Documents Containing Audited Financial Statements

- Our responsibility for other information in documents containing the City's basic financial statements and our report thereon does not extend beyond the information identified in our report. If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, we must be provided with printers' proof for our review and approval before printing. You must also provide us with a copy of the final reproduced material for our approval before it is distributed.

Auditor Independence

- In accordance with AICPA professional standards, M&J is independent with regard to the City and the financial reporting process.

General Information about the City - 2024

Year-end Numbers 2024

$2,429 SPENDING PER RESIDENT

$33.9M
GENERAL FUND - FUND BALANCE

4.73%
INCREASE
FROM PRIOR YEAR

$1,549
DEBT PER RESIDENT

APPROXIMATE NUMBER OF EMPLOYEES **103**



AVERAGE EMPLOYEE SALARY
$63K

46%
PERCENTAGE OF GENERAL FUND BUDGET SPENT ON SALARIES AND BENEFITS

General Information about the City - 2023

Year-end Numbers 2023

$2,640 SPENDING PER RESIDENT

$1,749
DEBT PER RESIDENT

AVERAGE EMPLOYEE SALARY
$57K

$32.4M
GENERAL FUND - FUND BALANCE

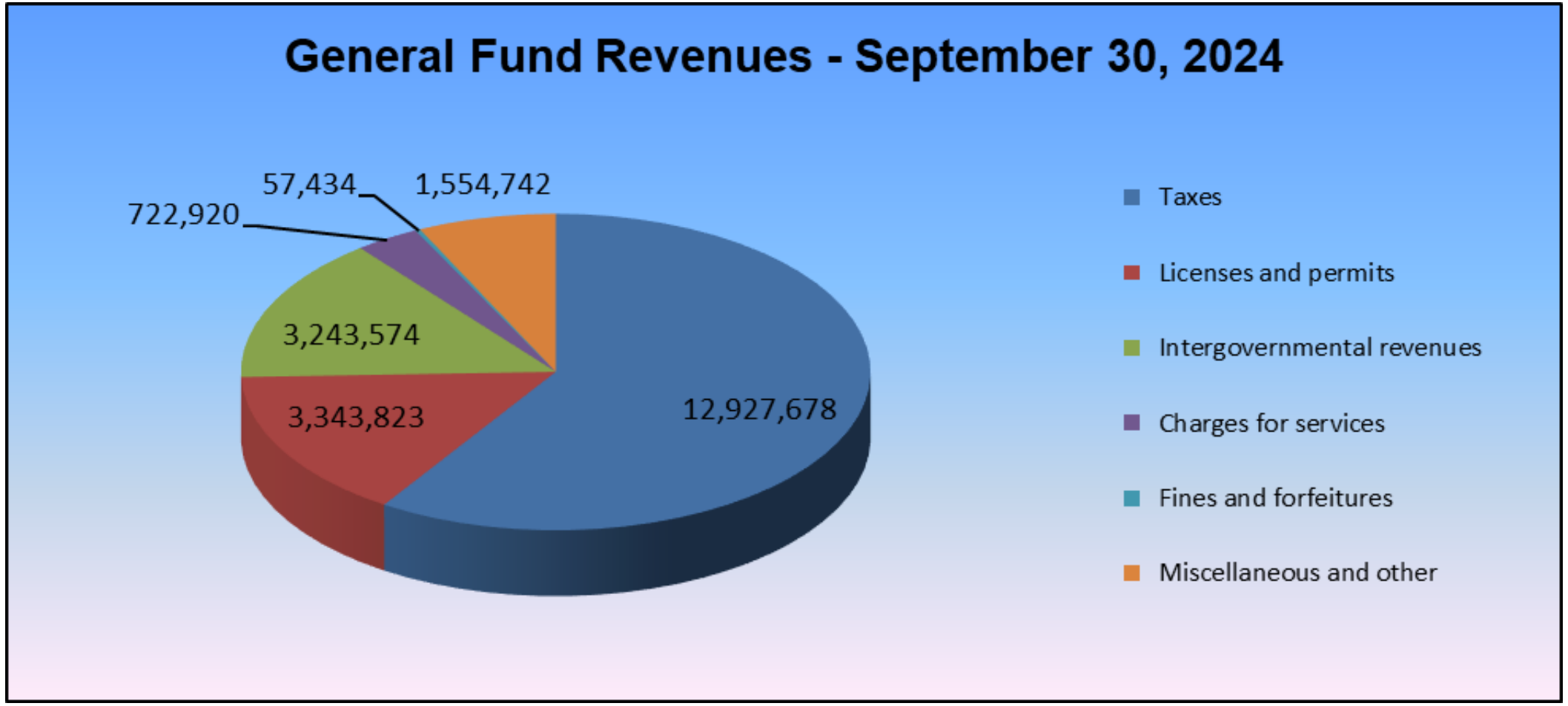
15.26%
INCREASE
FROM PRIOR YEAR

APPROXIMATE NUMBER OF EMPLOYEES **93**

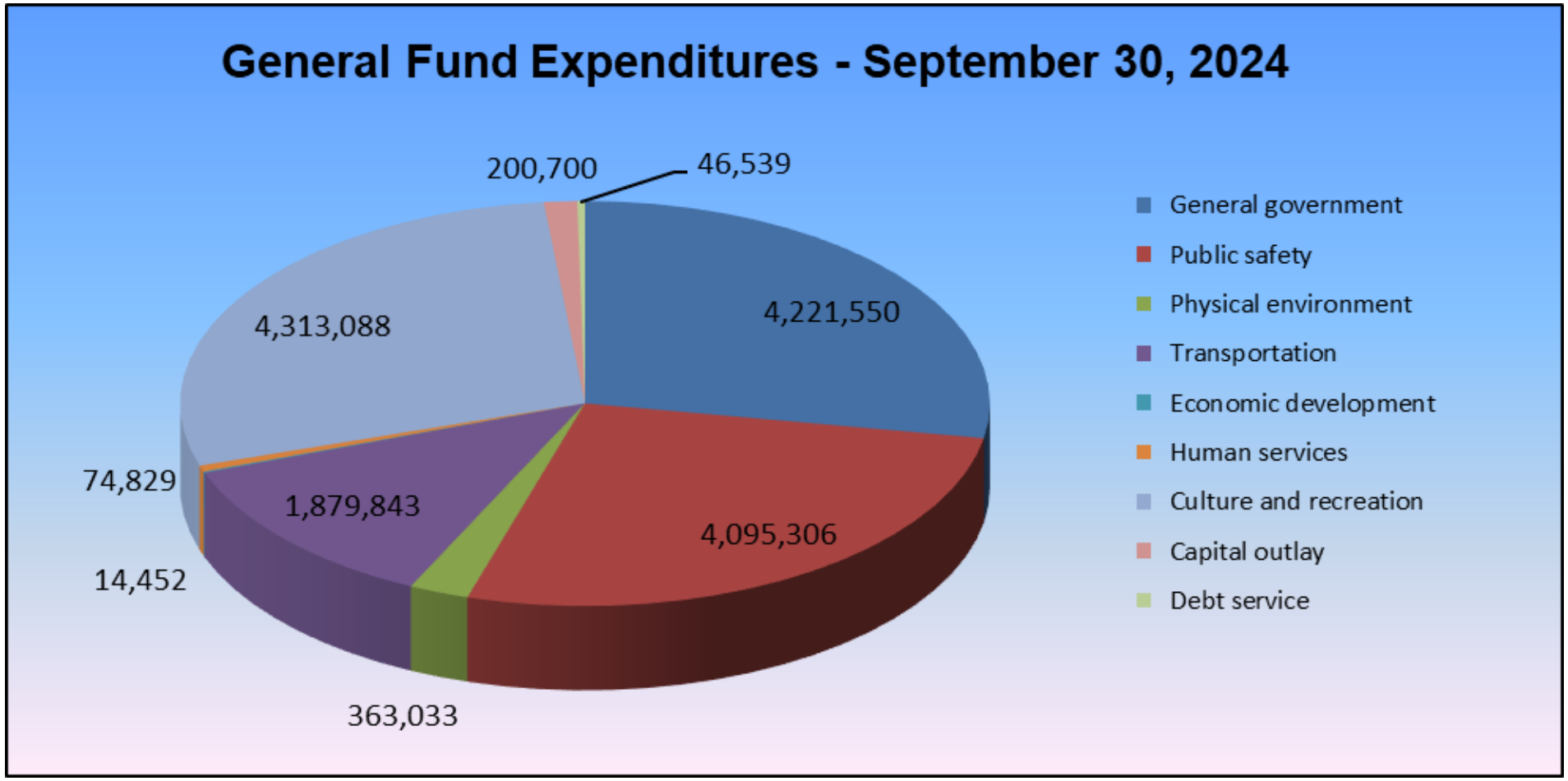


40%
PERCENTAGE OF GENERAL FUND BUDGET SPENT ON SALARIES AND BENEFITS

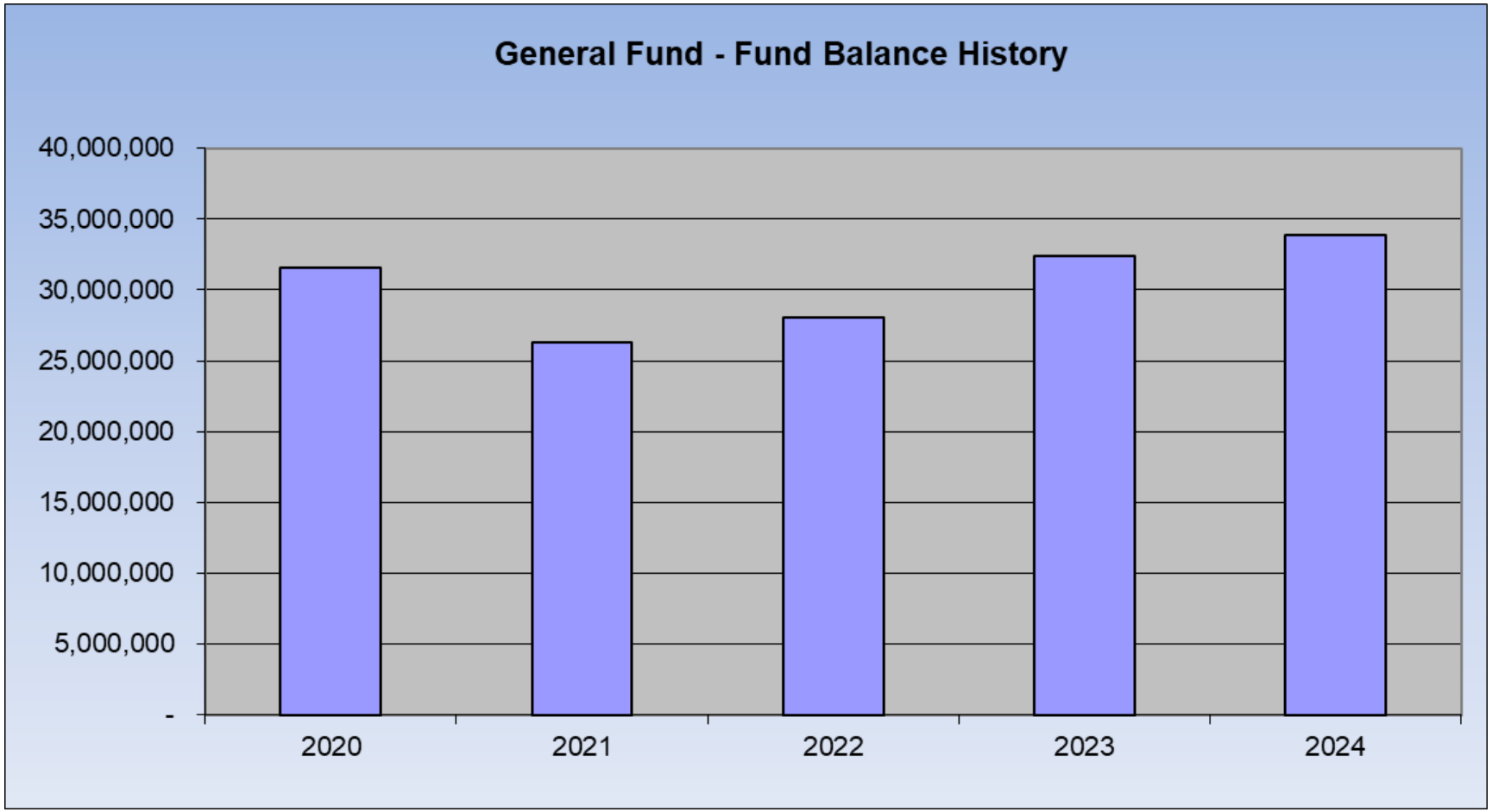
General Information about the City



General Information about the City



General Information about the City



Other Information in Auditor's Discussion & Analysis

Additional report Issued by our Firm Annually Which Documents the Following:

- All Auditor Required Communications
- Summary of Current Year Findings and Recommendations for Improvements:
  - None
- Listing of All Upcoming GASB Standards and Pronouncements

Questions & Comments



Thank you for your time!

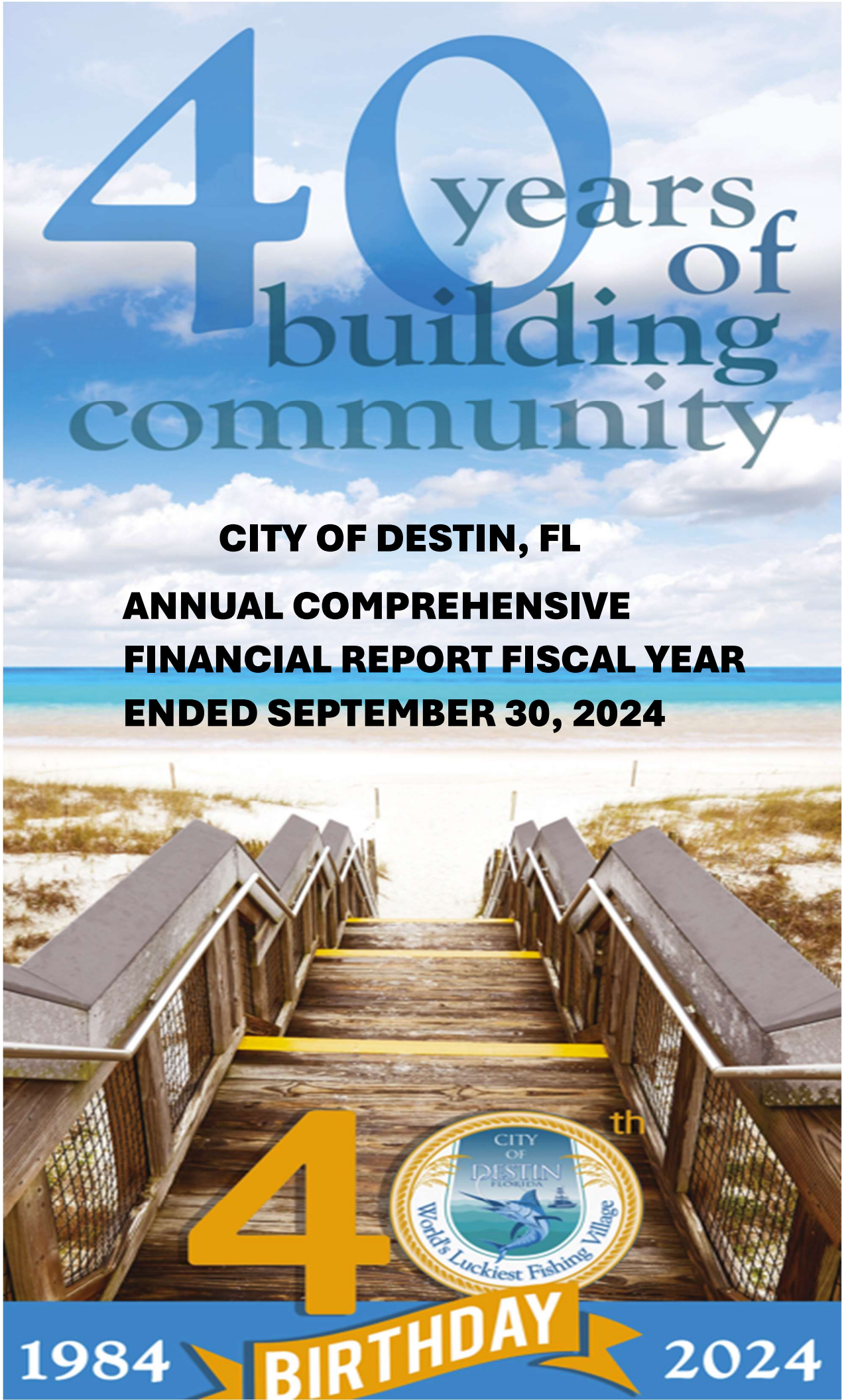
Contact Information

1401 Manatee Avenue West, Suite 1200

Bradenton, Florida 34205

941.747.4483

Wade Sansbury wsansbury@mjpa.com


40 years of building community
CITY OF DESTIN, FL
ANNUAL COMPREHENSIVE FINANCIAL REPORT FISCAL YEAR ENDED SEPTEMBER 30, 2024
4th
CITY OF DESTIN FLORIDA
World's Luckiest Fishing Village
1984
BIRTHDAY
2024

CITY OF DESTIN, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

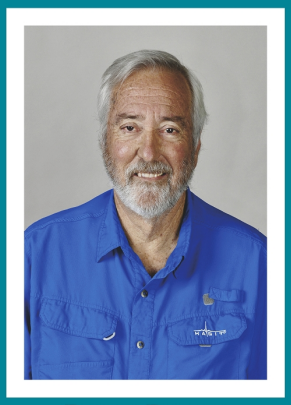
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024

PREPARED BY:
CITY OF DESTIN FINANCE DEPARTMENT

Destin City Council



Bobby Wagner
Mayor



Dewey Destin
Councilman



Jim Bagby
Councilman



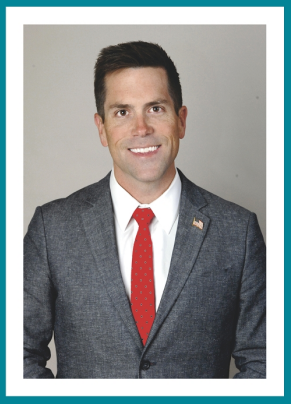
Rodney Braden
Councilman



Torey Geile
Councilman



Terésa Hebert
Councilwoman



Kevin Schmidt
Councilman



Sandy Trammell
Councilwoman

City of Destin, Florida

CITY OF DESTIN, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT
SEPTEMBER 30, 2024

TABLE OF CONTENTS

Page

INTRODUCTORY SECTION

Letter of Transmittal ..... i-x
Executive Directory xi
Organizational Chart xii
Certificate of Excellence in Financial Reporting xii

FINANCIAL SECTION

Independent Auditor's Report 1-3
Management's Discussion and Analysis 4-21

Basic Financial Statements
- Government-wide Financial Statements
  - Statement of Net Position 22
  - Statement of Activities 23
- Fund Financial Statements
  - Balance Sheet – Governmental Funds 24
  - Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position 25
  - Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds 26
  - Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities 27
  - Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual –
    - General Fund 28
    - CRA Town Center Fund 29
    - Okaloosa Half Penny Fund 30
    - CRA Harbor Fund 31
  - Statement of Fiduciary Net Position – Pension Trust Fund 32
  - Statement of Changes in Fiduciary Net Position – Pension Trust Fund 33
- Notes to Financial Statements 34-55

Required Supplementary Information
- Schedule of Changes in the City's Total OPEB Liability and Related Ratios 56

Combining and Individual Nonmajor Fund Financial Statements
- Combining Balance Sheet – Nonmajor Governmental Funds 57
- Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds 58
- Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual –
  - Florida Building Code Fund 59
  - Technology Fund 60

TABLE OF CONTENTS (CONTINUED)

Page

Combining and Individual Nonmajor Fund Financial Statements (Continued)
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – (Continued)
Parking Fund ... 61
Water Quality Fund ... 62
2023 TDC Advance Fund ... 63
2013 Revenue Refunding Note Series Fund ... 64
2014 Revenue Refunding Note Series Fund ... 65
2021 Revenue Refunding Note Series Fund ... 66
Capital Projects Fund ... 67

STATISTICAL SECTION

Net Position by Component ... 68
Changes in Net Position ... 69 and 70
Fund Balances Governmental Funds ... 71 and 72
Changes in Fund Balances Governmental Funds ... 73 and 74
Revenue Base ... 75
Property Tax Rates per $1,000 of Taxable Value, All Direct and Overlapping Governments ... 76
Principal Taxpayers ... 77
Property Tax Levies and Collections ... 78
Ratios of Outstanding Debt ... 79 and 80
Direct and Overlapping Activities Debt ... 81
Demographic and Economic Statistics ... 82
Demographics ... 83
Principal Employers ... 84
City Employees ... 85-87

OTHER REPORTS

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* ... 88 and 89
Summary Schedule of Findings and Responses ... 90
Summary Schedule of Prior Year Findings ... 91
Independent Auditor's Management Letter ... 92 and 93
Independent Accountant's Report – Investment Compliance ... 94

INTRODUCTORY SECTION

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Office of the City Manager

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-269-9890 | www.cityofdestin.com

March 4, 2025

To the Honorable Mayor, Members of the City Council, and Citizens of the City of Destin:

We are pleased to present to you the Annual Comprehensive Financial Report (ACFR) of the City of Destin, Florida (the "City") for the fiscal year ended September 30, 2024. Chapter 218.39, Florida Statutes require that a complete set of financial statements be published within nine months of fiscal year end and presented in conformance with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants.

This report consists of management's representations concerning the finances of the City of Destin. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Destin has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Destin's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Destin's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material aspects.

In compliance with the laws of the State of Florida, the City's financial statements have been audited by Mauldin and Jenkins, LLC, Certified Public Accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City of Destin for the fiscal year ended September 30, 2024, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Destin's financial statements for the fiscal year ended September 30, 2024, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City of Destin was part of a broader, state mandated "Single Audit" designed to meet the special needs of state and federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards. This was not required for the fiscal year ended September 30, 2024.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Destin's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The City of Destin incorporated and adopted the Council-Manager form of government in 1984. The City Council is composed of seven voting members with the Mayor casting tie-breaking votes only. The Mayor and Council, elected in November of even years by the City at-large, can serve up to two consecutive four-year terms. The City Council is the legislative body of the City Government. They consider and adopt ordinances and enact regulations for the maintenance of good government, the preservation of peace, welfare, health and safety and convenience of the citizens. The Council also reviews and adopts the City Budget, makes appropriations, levies taxes, authorizes bond issues, holds public hearings for citizen input, appoints committees and establishes municipal policies. Pursuant to City Charter, the City Manager is appointed by a super- majority vote of the City Council. The City Manager is the chief administrative officer of the City and serves directly at the pleasure of the City Council. The City Manager implements Council policies, directs and supervises the administration of all departments, programs, offices, and agencies of the City.

The City of Destin provides a range of services that include operations of cultural and recreational facilities and events, and the construction and maintenance of highways, streets, sidewalks, stormwater and other infrastructure. The City also provides community planning and Florida building code compliance services. Law enforcement is provided through a contractual arrangement with the Okaloosa Sheriff's Office. Water and wastewater utilities and fire protection and lifeguard services are provided by other non-profit and governmental agencies working in close cooperation with City management.

Tourism is the major field of employment within the City of Destin. The City of Destin includes a planning area of 7.53 square miles and is located in Okaloosa County approximately 52 miles east of Pensacola, Florida, and 38 miles west of Panama City Beach, Florida. The Gulf of Mexico on the south and Choctawhatchee Bay on the north form the City's natural boundaries. Destin is located on Florida's Emerald Coast known for sugar-white beaches, crystal clear green water and warm, sunny days. Destin is home to approximately 14,608 full-time residents with an estimated peak seasonal population of approximately 100,000. One of the City's most significant on-going challenges is to provide infrastructure and services to accommodate the seasonal population.

Budgetary Control: The annual budget serves as the foundation for the City of Destin's financial planning and control. The City Manager starts each new calendar year with a Visioning and Strategic Planning Session where department directors, city council members, and the citizens of Destin discuss their long-term vision for the City and strategically prioritize issues and projects. All departments of the City of Destin are required to submit requests for appropriation to the City Manager in the spring of each year. The City Manager evaluates these requests against the strategic planning session priorities and develops a proposed budget. The City Manager then presents this proposed budget to the council for review. The council is required to hold public hearings on the proposed budget and to adopt a final budget no later than September 30, the close of the City's fiscal year. The appropriated budget is prepared by fund and department. Budgetary control (the level at which expenditures cannot legally exceed appropriated amount) is maintained by the City Manager at the fund level and may be amended as necessary during the fiscal year. Budget-to-actual comparisons are provided in this report for each individual government fund for which an appropriated annual budget has been adopted. For the General Fund, this comparison is presented on page 28 as part of the basic financial statements for the government funds. For governmental funds, other than the General Fund and major special revenue funds, with appropriated annual budgets, this comparison is presented in the governmental fund subsection of this report, which starts on page 29. The City of Destin has no proprietary funds and no business-like activities.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Destin operates.

Local Economy: Tourism is one of Destin's largest industries, and Destin has made great strides to promote and market its commitment to serve as a community offering an outstanding quality of life to residents and visitors alike. After a long hot stretch of tourism activity spurred on by COVID-19 in 2020, the area finally experienced a cooling effect in FY 2024. Occupancy of hotels and short-term rentals was nearly equal in FY 2024 to that of FY 2023, and many local restaurants, boat rental, and charter companies reported slower activity. Although a bit slower than the prior year, the Okaloosa Tourist Development Council reported that FY 2024 bed tax collections and visitor estimates continue to be higher than pre-pandemic figures.

The City is centrally located in the panhandle of Florida. Destin is home to one of the largest and most elaborately equipped charter fishing fleets in the State of Florida. Known as the "World's Luckiest Fishing Village," the Destin Harbor lies closer to the 100 Fathom curve than any other harbor on Florida's west and north coast, providing speedy deep-water access. In addition to fishing, recreational opportunities include golf, tennis, and water sports, including diving and snorkeling.

Besides tourism, Destin's economic base was dependent on the real estate and construction industries in the past. Nowadays, the City is nearly "built-out" with very few vacant parcels still available for development, and therefore residential and commercial construction is minimal compared to the tourist-related economy. During FY 2024, rising property values translated into higher ad valorem taxes. Ad valorem taxes are the City of Destin's largest single source of revenue. By City Charter the maximum rate of levy is limited to 2.0 mills, or $2 per $1,000 in property value. The rate for FY 2024 was set at 1.615 mills for the eighth consecutive year.

Major Initiatives - Current and Future

Undergrounding Utilities: Undergrounding utilities is essential to hardening Destin's infrastructure to improve business continuity and to decrease recovery time in post-disaster scenarios. This is also a beautification initiative expected to increase property values and to enhance economic development opportunities. In FY 2021, the City hired a Project Management company to manage our ambitious utility undergrounding project. The Project Management company has completed a report that groups sections of the City into phases that have similar cost. The Project Manager has coordinated closely with FDOT and local utility providers. In late 2023, the City executed a binding cost estimate and a conversion agreement with FPL (formerly Gulf Power, a subsidiary of Nextera Energy) to convert overhead utilities to underground. A contractor was hired in the summer of 2024 through the City's transparent purchasing processes. Drilling conduit pathways began in the fall of 2024. This first phase along US Highway 98 from the Marler Bridge to Airport Road should be completed by the fall of 2026. This is the first area of seven identified.

Cross-Town Connector: For many years, the City of Destin has worked towards establishing a secondary main road for residents to get from the East side of town to the West side of town that would avoid the congestion of Highway 98. The final parcel required for this roadway was purchased in FY 2024. The City has purchased all properties required for right-of-way and has relocated the residents affected by the project. An engineering firm completed the design. Funding has been assembled and construction will begin in FY 2025.

Beach Acquisition: The purchase and development of beachfront property continues to be one of City Council's top objectives in order to preserve public access to Destin's waterways and beaches. During the summer months, the City's two small beach parks are regularly well beyond capacity with beachgoers. The highest percentage of complaints from citizens and visitors are concerns about the lack of access to the Gulf waters and disputes between property owners, vendors, and visitors. This initiative will restore developed areas of the beach to original natural beach and will provide additional public space for residents and visitors. City Council signed a revised interlocal agreement with and the Okaloosa County Tourism Development Department (TDD) to continue beachfront park development of the properties purchased in FY 2021 and to acquire an additional 320+ feet of beachfront properties in early FY 2023. Administrative and financial assistance for these purchases is provided by the Trust for Public Lands (TPL). The land purchased at Tarpon Beach has completed the design phase and contractor solicitation in in process. Construction is anticipated to begin in 2025. The land purchased at the Shores of Crystal Beach is still in the design phase.

Norreigo Point Stabilization and Recreational Amenities: This has been a high priority project for the Destin community. Due to the complex dynamics of the Destin East Pass, in FY 2011 the City Council appointed a Blue-Ribbon Panel of stakeholders to assist in the decision-making for the proposed design for stabilization of the Point. In late FY 2013, the City was notified the Florida Department of Environmental Protection (FDEP) was awarded a National Resource Damage Assessment (NRDA) grant to construct this project. In FY 2014 city staff began working with the State to implement this project. The project began in the fall of 2017 with the stabilization phase. In the fall of 2021, a developer worked with the City to extend the road and add parking for access to the park that FDEP has designed. FDEP is now managing the construction phase for the improvements to Norriego Point. The construction of recreation amenities began late in FY 2024. Amenities include bathrooms, boardwalk, and hardening of the point. The hardening efforts on Norriego Point provide storm protection for the Destin Harbor and will help preserve the point for the future.

Roadway and Pedestrian Improvements: The Transportation Element of the Comprehensive Plan guides the City's regulations regarding street improvements for both motor vehicle and pedestrian needs. The City's plan is aimed at enhancing an efficient and high-quality multi-modal transportation system that balances community circulation needs with regional travel demand.

The adopted five-year capital improvement plan for FY 2025-2029 includes several pathway projects that will connect the Harbor Boardwalk with additional parking and will connect the library, community center, fishing museum, and three city parks. The City is working closely with a rate analyst to establish developer mobility fees to help the City fund the greater multi-modal mobility plan.

Joe's Bayou Renovation: In 2016, the City purchased a parcel of waterfront property that has long been desired by the City of Destin to complete its plans for the Joe's Bayou Recreation Area which will combine four properties into one recreational park. FDEP is managing the funding, design and construction of a bayfront park. Design was underway in FY 2022 and construction is anticipated to start in FY 2025.

Community Redevelopment Agency

The Community Redevelopment Agency (CRA) is responsible for developing and implementing the Community Redevelopment Plan that addresses the unique needs of the targeted area. The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area. The City of Destin continues to focus on redevelopment opportunities. The establishment of two districts within the Destin CRA help focus planning efforts for major capital improvements. One district is intent upon maintaining the vitality and heritage of our harbor district. The second district is to reinvigorate the vitality of a centralized downtown and town center area. There are also plans to improve connectivity throughout both districts.

Town Center CRA District

Major projects in the Town Center district of the CRA valued at over $18 million were accomplished between 2005-2009 included:

- Construction of the Main Street and Legion Drive widening, stormwater management improvements, and multi-modal landscaping enhancements.
- Undergrounding of overhead utilities on Main Street.
- Airport Road widening, including stormwater management improvements and multi-modal amenities.

These projects were accomplished through a combination of grants and tax increment financing (TIF) revenue bonds.

Gulf Power Easement/Linear Park: One key project aimed at redeveloping the Town Center District is the proposed Linear Park. An objective outlined in the Town Center CRA plan is to improve non-vehicular pathways between Main Street and Airport Road. This linear park and multi-use pathway will connect portions of the Gulf Power easement. The project will provide a safe area for walking, jogging, biking and exercise. In addition, it will provide alternate access for residential areas off Airport Road to shops, restaurants and other amenities in the Town Center. With the assistance of a grant from the Florida Department of Transportation, an engineering design is underway and being reviewed by committees.

Harbor CRA District
The major projects of the Harbor District CRA were mostly completed in 2009-2013:

- The reconstruction of Mountain Drive into a multi-modal roadway.
- The construction of the first phase of the Harbor Boardwalk.
- The construction of a long-term surface parking lot (Marler Street) on Harbor Boulevard with appropriate lighting, landscaping, and stormwater improvements.
- Melvin Street Drainage.

In 2014, focus was placed on safe pedestrian mobility in the Harbor District and along US 98. The City worked with the State of Florida Department of Transportation (FDOT) to conduct a Pedestrian Safety Assessment analysis of Hwy 98 from Marler Bridge to Airport Road. In the spring of FY 2016, FDOT installed five signalized pedestrian crossings on Harbor Blvd/Highway 98. The City continues to work with engineers and FDOT to improve mobility and pedestrian safety in these areas.

Furthermore, the City is in the process of undertaking two major development efforts aimed at enhancing the festive atmosphere and experience of our redevelopment areas.

Additional Financial Policies that Affect the Financial Position
General Government Functions: The City's accounting system is organized on a fund basis. A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts. The types of funds used are determined generally by the City Council upon recommendation of the City Manager and the Finance Director establishes accepted accounting policies and procedures, as well as the number of funds.

In accordance with Florida Statutes, Chapter 218.33, revenues are recorded by source to provide information necessary to: (1) prepare and control the budget, (2) record the collection of revenues
(3) prepare financial statements and schedules, and (4) prepare financial statistics.

Long-Term Financial Planning
The City's responsiveness to emerging economic challenges and its careful long-range planning have been instrumental in maintaining Destin's fiscal health. Fiscal conservatism, a streamlined budget, and operating efficiencies have resulted in a solid position for the City at the close of fiscal year 2024. Approval by Council of mission and goal statements allows staff to create strategic plans and a programmatic budget that directly responds to the Council's vision, goals, and community expectations. The City continues to prioritize debt service and operations first in budgeting. Most capital projects are funded by grant revenues and impact fees.

Statement of Philosophy: In 2021, the Mayor and City Council adopted a new vision statement: "Destin is a family oriented beach and fishing community where people want to live, work & play and where visitors are welcomed to respectfully enjoy our community and its resources." City leaders have continued to reinforce and refine their support of this vision each year at their strategic planning sessions.

As indicated within this Vision Statement, the City of Destin is working at all levels to improve the quality of life within our community. Since the Budget is a policy document and serves as a statement of City policy in fiscal terms, it should be viewed as a reflection of the Council's established strategic goals of:

1) Financially sound city providing service excellence.
2) Enhanced quality of life and safety for families.
3) Economic development and revitalization.
4) Effective, efficient and aesthetically pleasing infrastructure.
5) Improve mobility and connectivity.
6) A green and sustainable environment.
7) Offer livable wages & benefits to attract & maintain a high caliber, qualified staff.

Plans articulated in the fiscal year 2025 Adopted Budget and Capital Improvement Plan continue to support basic governmental services (roads, parks, recreation, and stormwater, etc.) while also addressing the City Council's broad goals and citizens' expectations for the community.

Destin's financial plan requires many elements working in concert with one another. Some of these financial plan elements are financial resource planning, investment planning, strategic capital improvement project planning, and debt management. The Finance Department's management role is to maintain and enhance financial plan elements and ensure continued financial stability for the City of Destin.

Budget Planning: The City of Destin is required to adopt an annual budget in accordance with the City Charter and State Statutes. The City Manager is charged with preparing a proposed budget submission in July of each year for the fiscal year that begins the following October 1. Appropriations by department by fund and tax levies are adopted in September. The budget also authorizes the number of full-time equivalent positions available to City departments to deliver services. The budget may be amended by Council motion at a regular meeting or administratively if the change is within the same department and fund. Various thresholds of review and approval have been established for purchases and hiring as the budget is implemented. Amendments made by motion and resolution during the year are consolidated into Ordinance before the close of the fiscal year.

Capital Improvement Program: Destin's Capital Improvement Program projects are planned for five years and evaluated based on project totals of over $25,000, a useful life of five years or more; and costs that do not reoccur annually, unless the project has multi-year elements. The operating cost impacts of projects are also planned and considered in developing future operating budget plans. Projects with significant operating impacts are carefully timed to avoid contingent liabilities, which future operating resources cannot meet. Pay-as-you-go funding sources are also conservatively estimated to avoid over-committing to capital construction using revenues that are not certain. Expending the pay-go funding sources can appear as an appropriation of fund balance in years when construction occurs after years of saving up for a project. To the extent debt financing is used and/or required, capital project plans are sized to conform to existing debt management policies.

Debt Management: Destin has a financial policy which prohibits the issuance of debt for operating costs. With that as a governing framework, all debt issuances are for the purpose of financing capital infrastructure (or long-lived costly assets). Each debt issuance is evaluated against multiple additional policies addressing debt service as a percent of operating expenditures, tax and revenue bases for the repayment of debt, the overall debt burden on the community and statutory limitations and market factors affecting tax-exempt interest costs. In all cases a long-term analysis is made considering the financial (debt) capacity that fits the wherewithal (and willingness) of our community to pay for the capital projects. The annual debt service operating cost for each additional one million dollars in new debt averages about $50,000 based on an average interest rate of 5.0 percent. Sizing of the City's Capital Improvement Program is based on the debt capacity in conjunction with conservatively estimated pay-as-you-go revenues which will help stabilize per capita debt and lower annual debt service costs to the City over the long-term.

Revenues pledged to the repayment of debt issues consist of general government's commitment to budget and appropriate, sales taxes, communication service taxes, and CRA tax increment funding (TIF). The Tax Increment Financing (TIF) revenues are calculated using the growth of property values above the base year property values within each CRA district. Annual requirements and debt transactions are reflected in the notes to the financial statements.

Internal Control: City management is responsible for establishing and monitoring internal controls to ensure that the City fulfills its fiduciary responsibility as custodian of public monies. The purpose of internal controls is to provide reasonable, but not absolute, assurance that City assets are safeguarded against loss through unauthorized use or disposition. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

Fiduciary Operations: The City of Destin maintains a defined contribution plan for the City's full- time employees. The City contributes 7.5% of the employee's annual earnings to the retirement program, and will match the first 5% of the employee's contribution to their 457 retirement program. Additional information on the City's pension arrangements and post-employment benefits can be found in Notes 11 and 12 in the financial statements.

Financial Information

Management's Discussion and Analysis (MD&A) (starting on page 4) summarizes the Statement of Net Position and Statement of Activities and reviews the changes (from the beginning to the end of the period and current year to prior year). The Government-wide financial statements (in detail) are presented on pages 22 through 27 and are intended to present the City in a manner similar to private-sector businesses.

Additionally, the Fund Financial Statements (starting on page 28) are designed to address the Major (or more significant) individual funds by category. An explanation of these complementary presentations can be found in the MD&A (starting on page 6).

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Destin for its annual comprehensive financial report (ACFR) for the year ended September 30, 2023. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports. This was the twenty-eighth consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized ACFR. This report satisfied both GAAP and applicable legal requirements.

This achievement is the direct result of the efforts of many people and not the work of a single person. Our gratitude is given to the Mayor and City Council for their continuing attention, assistance, and cooperation regarding the financial operations of the City as well as to our residents for their support toward the planning and administration of the financial operations of the City in a responsible and progressive manner. We would also like to express our thanks to the staff of Mauldin and Jenkins, LLC, Certified Public Accountants for their professional services and assistance to the City of Destin. Lastly, we extend our sincere appreciation to all City employees, particularly our finance staff, for their hard work, professionalism, and dedication to ensuring Destin's financial stability.

Respectfully submitted,

Larry D. Jones
City Manager

Krystal Strickland, CPA, CGFO
Finance Director

CITY OF DESTIN EXECUTIVE

DIRECTORY

City Council

Bobby Wagner, Mayor
Dewey Destin, Mayor Pro Tem/Council
Torey Geile, Council
Terésa Herbert, Council
Sandy Trammell, Council
Kevin Schmidt, Council
Jim Bagby, Council
Rodney Braden, Council

City Manager

Larry Jones

Finance/Budget Director

Krystal Strickland

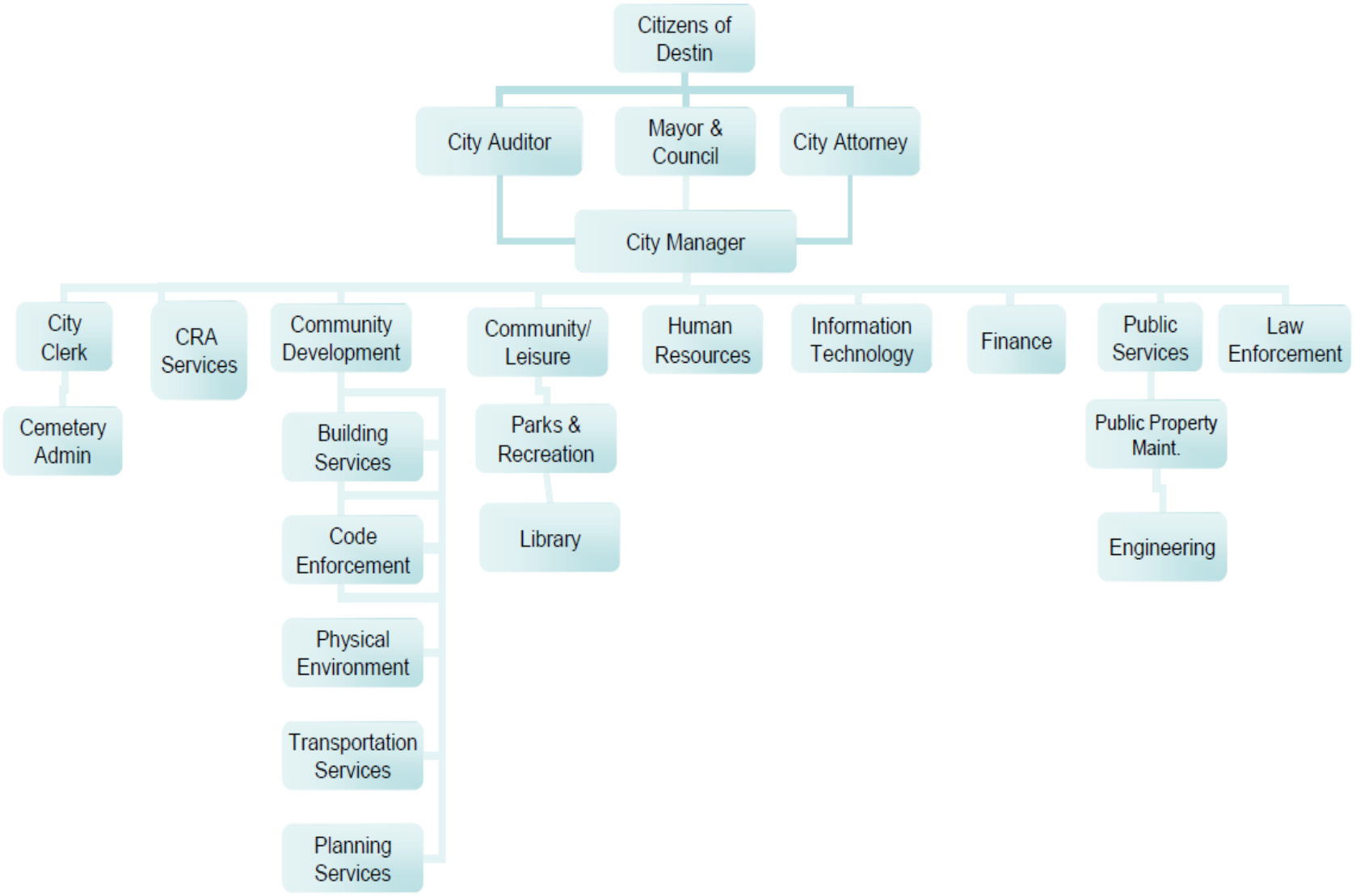
City Clerk

Rey Bailey

City Attorney

Kimberly Kopp
Romano Kopp Law, P.A.

City of Destin
Organizational Chart



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Destin
Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2023

Christopher P. Morrill

Executive Director/CEO

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FINANCIAL SECTION

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MAULDIN & JENKINS
CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Members of
the City Council,
City of Destin, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the **City of Destin, Florida** (the "City"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2024, and the respective changes in financial position and the respective budgetary comparisons for the General Fund, the CRA Town Center Fund, the Okaloosa Half-Penny Fund, and CRA Harbor Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 21 and the schedule of changes in the City's total OPEB liability and related ratios on page 56 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information
Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 20, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Mauldin & Jenkins, LLC

Bradenton, Florida
February 20, 2025

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CITY OF DESTIN, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2024

As management of the City of Destin, Florida (the "City") we offer readers of the City's financial statements this narrative overview and analysis of financial activities of the City for the fiscal year ended September 30, 2024. The City's Management Discussion and Analysis (MD&A) is designed to: (a) assist the reader in focusing on the significant financial issues, (b) provide an overview of the City's financial activities, (c) identify changes in financial position, (d) identify any material deviations from the financial plan (the approved budget), and (e) identify any individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with the additional information that we have furnished in our letter of transmittal.

FINANCIAL HIGHLIGHTS

- Assets plus deferred outflows of resources of the City of Destin exceeded liabilities plus deferred inflows of resources at the close of the most recent fiscal year by $173.9 million (net position). Of this amount, $129.5 million represents the net investment in capital assets (e.g. land, infrastructure, building, machinery, and equipment), $6.7 million is restricted for use by regulatory agencies, grantors and debt covenants, and $37.7 million is unrestricted and may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by $12.4 million during the current fiscal year. This increase is directly related to purchase of land and completion (activation) of capital projects. The purchase of 1 Harbor Boulevard for public park space was the largest addition ($9 million). The City also completed more than $3 million in transportation and stormwater infrastructure capital projects.
- Governmental Activities generated $6.2 million in program revenues ($10.7 million less than in the prior fiscal year). Capital grants were $10.9 million lower in FY 2024 than FY 2023. Charges for services were $241 thousand higher primarily due to an increase in parking fees in public parking areas. Expenses increased $1.8 million. General government, public safety, culture and recreation increased the most. General government increased $817 thousand. The City is in process of updating technology including accounting and personnel software. In addition, personnel costs including benefits (medical insurance) increased due to higher premiums and higher number of personnel covered. Public safety expenses increased $780 thousand by expansion of our Code Compliance department ($424 thousand), law enforcement (contracted Okaloosa Sheriff's Office $280 thousand), and for enforcement of Florida Building code. Culture and recreation operating costs increased $527 thousand, primarily to operate and maintain the Morgan Sports Center and the Community Center.
- At the close of the current fiscal year, the City of Destin's governmental funds reported combined ending fund balances of $44.7 million, a decrease of $3.1 million or 6% over the prior year. At the beginning of FY 2024, the City lent $8.5 million to the Destin Harbor District Community Redevelopment Agency to purchase an important piece of land (1 Harbor Boulevard), with plans to be reimbursed the summer of FY 2024 from loan proceeds borrowed by the CRA. The loan did not close until November 2024, leaving a high balance owed as an interfund advance. The net effect of payments in from a previous interfund advance plus the new advance resulted in an increase in Nonspendable fund balance of $8.3 million at the fiscal year-end (September 30, 2024). The governmental fund balance includes $10.7 million Nonspendable fund balance, $6.7 million is restricted by Florida statutes, grant agreements and debt service covenants, $25.5 million has been committed by council resolutions and contracts, and $1.8 million is unassigned.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was $9.7 million, or 75% of the total General Fund operating expenditures.
- During fiscal year 2024, the City initiated $121 thousand in software leases and extended a land lease (Morgan's Sports Center).
- During this fiscal year, the City invested $15.7 million into capital assets such as land acquisition for parks ($9 million), renewing roadways and sidewalks ($2.9 million), and replacing major, replacing old vehicles and machinery such as the streetsweeper and "bucket truck" ($1 million). A thorough review of capital assets was completed in preparation to move into the new accounting and asset management software, which resulted in separation/reclassification of road surfaces and related land (see Note 7 Changes in Capital Assets).

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of four parts – *Introductory Section, Financial Section, Statistical Section, and the Compliance Section*. Within the Financial Section, there is the *Independent Auditors' Report*, this *Management's Discussion and Analysis*, the *Basic Financial Statements*, *Required Supplementary Information* and an additional section that presents *Combining Statements* for non-major governmental funds. The basic financial statements include two kinds of statements that present different views of the City:

Government-wide – The first two statements are *government-wide financial statements* that provide both long-term and short-term information about the City's overall financial status.

Fund Financial Statements – The remaining statements are *fund financial statements* that focus on individual parts of the City government, reporting the City's operations in more detail than the government-wide statements. These fund financial statements focus on the short-term cash flows and exclude long-term items such as capital assets and long-term liabilities.

The focus of the Governmental Accounting Standards Board ("GASB") Statement Number 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* financial statements is on both the City as a whole (government-wide) and on the major individual funds. Both perspectives (government-wide and major funds) allow the user to address relevant questions, broaden a basis for comparison (such as year-to-year and government-to-government), and enhance the City's accountability.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

Designed to be corporate-like, the *government-wide financial statements* typically consolidate governmental and business-type activities into two columns, which add to a total for the primary government entity. However, the City of Destin has only governmental activities and, therefore, one column is presented that provides readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, deferred outflows, liabilities, and deferred inflows with the difference reported as net position. This statement combines and consolidates the governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations. Over time, increases or decreases in net position may serve as a useful indicator of the financial position of the City.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). *The City of Destin does not have any business-type activities*. The governmental activities of the City include general government (city clerk, city council, city manager, human resources, finance, city planning, facility and fleet maintenance and non-departmental expenses), public safety (code compliance, law enforcement, and building department services), physical environment (cemetery and stormwater), transportation (public works, streets, sidewalks, streetlights, engineering, traffic signage, median and right-of-way maintenance), economic development (community redevelopment agencies), human services (animal control and contributions), culture and recreation (library, parks, athletic fields, and community center) and debt service.

The government-wide financial statements are found on pages 22 and 23 of this report.

FUND FINANCIAL STATEMENTS

A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Unlike government-wide financial statements, the focus of fund financial statements is directed to specific activities of the City rather than the City as a whole. The City of Destin's funds can be divided into two categories: governmental and fiduciary funds. Our City does not currently have any proprietary (business-like) funds.

GOVERNMENTAL FUNDS

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of expendable resources, as well as on balances of expendable resources available at fiscal year-end. Such information may be useful in evaluating a government's near-term financial requirements. The basic governmental fund financial statements are found on pages 24 through 33 of this report.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented in governmental funds with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenue, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains thirteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenue, expenditures and changes in fund balances for four of the thirteen funds considered to be major funds. Individual fund data for each of these nonmajor governmental funds are provided in the form of combining statements and can be found on pages 57 through 67 of this report.

Major Governmental Funds:	**Non-Major Governmental Funds:**
General Fund	Florida Building Code Fund
CRA Town Center Fund	Parking Fund
CRA Harbor Fund	Technology Fund
Okaloosa Half-Penny Fund	Water Quality Fund
Capital Projects Fund	2013 Refunding Revenue Note Series Fund
	2014 Refunding Revenue Note Series Fund
	2021 Refunding Revenue Note Series Fund
	2023 TDC Advanced Funding Agreement

The City of Destin adopts annual appropriated budgets for all of the governmental funds. A budgetary comparison statement is presented within this report for each of those funds to demonstrate budgetary compliance.

PROPRIETARY FUNDS

Proprietary funds normally report business-type activities and provide the same type of information as the government-wide financial statements, only in more detail. The City of Destin has no business-type activities that meet the definition of this fund category.

FIDUCIARY FUNDS

Fiduciary funds are used to account for resources held for the benefit of parties outside the government.

The City maintains a defined contribution plan for the City's full-time employees. The City administers the retirement plan known as the "Employee Thrift Plan." The Board of Trustees operates the investment policy set forth by the City Council. All funds are held by Benjamin F. Edwards & Co., which also acts as the Investment Manager. As of September 30, 2024, total assets were stated at $7.5 million, an increase of $1.8 million as compared to the September 30, 2023 stated value of $5.7 million. The increase in assets was due to realized and unrealized increases in value of $1.4 million plus contributions net of withdrawals of nearly $337 thousand. Allocations of investments were represented as 98% mutual funds and 2% in cash and cash equivalents.

The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements are found on pages 32 and 33 of this report.

NOTES TO FINANCIAL STATEMENTS

The notes to the financial statements provide additional information, which is essential to the full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 34 of this report.

OTHER INFORMATION

The combining statements, mentioned earlier in connection with nonmajor governmental funds, are presented immediately following the required supplementary information. The combining and individual nonmajor fund financial statements are found on pages 56 through 67 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Summary of net position. As noted earlier, over time net position may serve as a useful indicator of a government's financial position. There are six basic transactions that will affect the comparability of the Statement of Net Position summary presentation as reflected below:

1) ***Net results of activities*** will impact (increase/decrease) current assets and unrestricted net position.
2) ***Borrowing for capital*** items will increase current assets and long-term debt.
3) ***Spending borrowed proceeds on new capital*** items will reduce current assets and increase capital assets. Additionally, an increase in investments in capital assets plus an increase in related debt will not change the net investment in capital assets.
4) ***Spending of non-borrowed current assets on new capital*** items will reduce current assets, increase capital assets, reduce unrestricted net position, and increase net investment in capital assets.
5) **Principal payment on debt** will reduce current assets, reduce long-term debt, decrease unrestricted net position, and increase net investment in capital assets.
6) **Reduction of capital assets through depreciation** will reduce capital assets and net investment in capital assets.

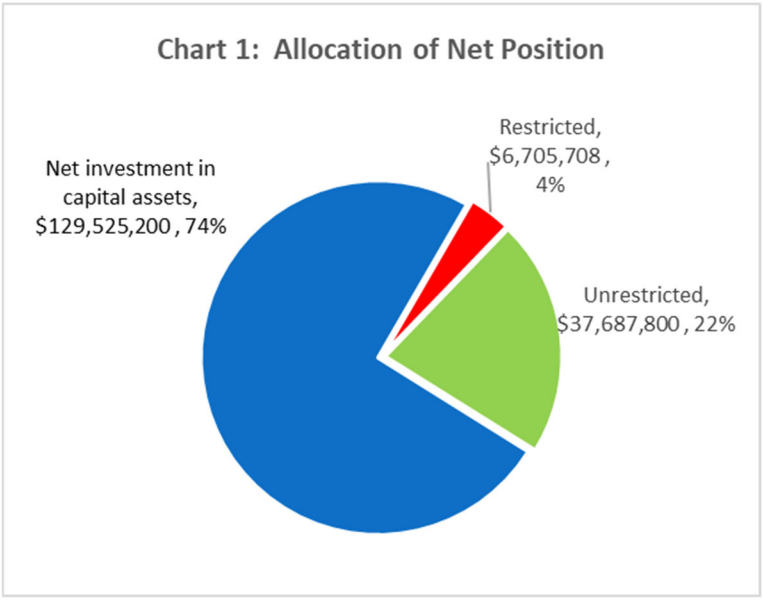
In the case of the City of Destin, combined assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $174 million at the close of fiscal year 2024. (See Table 1 below.)

Table 1
Statement of Net Position
As of September 30, 2024

	Governmental Activities			
	2024	2023	$ Change	% Change
Current and other assets	$ 46,966,852	$ 49,916,937	$ (2,950,085)	-6%
Capital assets	152,336,021	139,811,146	12,524,875	9%
Total assets	199,302,873	189,728,083	9,574,790	5%
Deferred outflows	46,652	53,275	(6,623)	-12%
Other liabilities	5,480,367	5,534,071	(53,704)	-1%
Long-term liabilities	19,950,450	22,745,370	(2,794,920)	-12%
Total liabilities	25,430,817	28,279,441	(2,848,624)	-10%
Net position:				
Net investment in capital assets	129,525,200	114,141,436	15,383,764	13%
Restricted	6,705,708	9,013,429	(2,307,721)	-26%
Unrestricted	37,687,800	38,347,052	(659,252)	-2%
Total net position	$ 173,918,708	$ 161,501,917	$ 12,416,791	8%

The largest portion of the City's net position, $129.5 million (74% of total net position), reflects the investment in capital assets (e.g. land, infrastructure, buildings, machinery, and equipment) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. An additional portion of the City's net position, $6.7 million (4% of total net position) represents resources that are subject to external restrictions. The remaining balance of $37.7 million (22% of total) is considered unrestricted and may be used to meet the City's ongoing obligations to citizens and creditors.

The City's current and other assets decreased $2.9 million (6%). This decrease stems from investment of current assets into capital assets. Capital assets net of depreciation increased $12.5 million (9%). Our largest addition to capital assets during FY 2024 was the acquisition of a parcel of land at the foot of the Marler Bridge (1 Harbor Boulevard). Also, staff meticulously separated roadway infrastructure between land (non-depreciable) and surfacing (depreciable). More details on the changes in capital assets can be found in Note 7 of the financial statements found on page 46.



Total liabilities decreased $2.8 million. The City paid down over $3 million in debt and added $121 thousand in leases, which resulted in a net decrease in total liabilities of $2.8 million (10% decrease). More details regarding the changes in long-term liabilities can be found in Note 8 and Note 9 to the financial statements found in pages 47 through 50.

Summary of changes in net position. The following information is presented to assist the reader in understanding the different types of basic impacts that can affect revenues:

1) **Economic Condition** can reflect a declining, stable, or growing environment and has an impact on property taxes, sales, gas, or other tax revenues as well as consumer spending habits as it relates to building permits, user fees, and other consumption revenues.
2) The City Council has authority to set **increases or decreases in City rates** (permitting, impact fees, user fees, parking fees, etc.).
3) **Changing patterns in intergovernmental and grant revenues** (both recurring and non-recurring) can change and impact the annual comparisons.
4) **Market impacts on investment income** may cause investment revenues to fluctuate from the prior year.

Basic impacts that can affect expenses:

1) **Introduction or elimination of programs** and facilities can have an impact on staffing levels, operating costs, and capital outlay costs.
2) **Changes in service levels** can cause the City to increase or decrease expenses. The City of Destin outsources many activities, such as law enforcement, legal services, median maintenance, and engineering services. Contracted services represent over 20% of the City's operating costs.
3) **Salary increases** such as cost of living, performance increase, and pension contributions can impact personnel costs. Staffing costs (salary and related benefits) represent 45% of the City's operating costs.
4) **Inflation** continues to edge upwards, therefore increasing the price of goods and services purchased by the City. The City is also a major consumer of certain commodities such as fuel, chemicals, supplies, parts, and construction materials to maintain our facilities which have experienced unusual commodity specific increases. In addition, the City has contracts with built-in annual increases.

The City's net position increased by $12.4 million (8%) during the fiscal year 2024. On the revenue side, the City collected nearly $1.9 million more in property taxes during FY 2024 than the previous year. Short-term investments (money markets and CDs) earned particularly well during FY 2024 and added nearly $1.6 million to the net position. Several major capital projects were delayed due to procurement issues. Many requests for bids and proposals had to be reissued due to inadequate responses. This resulted in capital project cashflows coming in faster than flowing out. The City has been saving electric franchise fees, Okaloosa Half Penny Infrastructure surtaxes, and impact fees to invest in capital projects scheduled for considerable investment. Most of the delayed projects were started at the end of FY 2024 and some are now scheduled to start in FY 2025. Accumulation of these restricted and committed funds increases net position.

More detailed information regarding the changes in governmental revenues and expenses can be found following Table 2, which is a summary of the change in net position for governmental activities.

Table 2
Statement of Activities
For the Year Ended September 30, 2024

	Governmental Activities			
	2024	2023	$ Change	% Change
Revenues:				
Program revenues:				
Charges for services	$ 3,804,215	$ 3,564,213	$ 240,002	7%
Operating grants and contributions	838,462	871,096	(32,634)	-4%
Capital grants and contributions	1,530,600	12,440,237	(10,909,637)	-88%
General revenues:				
Property taxes	14,335,084	12,464,569	1,870,515	15%
Other taxes	3,629,177	3,571,611	57,566	2%
Franchise fees	3,243,280	3,514,832	(271,552)	-8%
Government revenue sharing	2,400,830	2,481,969	(81,139)	-3%
Impact fees	171,129	453,374	(282,245)	-62%
Investment income (loss)	2,174,754	578,203	1,596,551	276%
Miscellaneous	159,406	102,444	56,962	56%
Total revenues	32,286,937	40,042,548	(7,755,611)	-19%
Operating expenses:				
General government	4,415,633	3,604,493	811,140	23%
Public safety	5,222,285	4,441,808	780,477	18%
Physical environment	1,093,567	996,593	96,974	10%
Transportation	3,295,759	3,587,231	(291,472)	-8%
Economic environment	178,185	244,282	(66,097)	-27%
Human services	74,829	53,466	21,363	40%
Culture and recreation	5,122,449	4,589,126	533,323	12%
Interest	467,439	513,582	(46,143)	-9%
Total operating expenses	19,870,146	18,030,581	1,839,565	10%
Change in net position	12,416,791	22,011,967	(9,595,176)	-44%
Net position, beginning	161,501,917	139,489,950	22,011,967	16%
Net position, ending	$ 173,918,708	$ 161,501,917	$ 12,416,791	8%

Current Year Impact – Governmental Activities

- Ad valorem property taxes increased $1.8 million (15%) due to the increase of property values within the City. The millage rate has been maintained at 1.615 for each of the last eight fiscal years (since FY 2017). Upon incorporation in 1984, the City of Destin adopted a millage rate cap of 2 mills.
- Grants and contributions decreased $10.9 million (88%) from $13.3 million in the prior year to $2.4 million in FY 2024. Since 2017, grants and contributions average $2.8 million per year (excluding the outlier year of 2023).
- Investment income earned during FY 2024 increased to $2.1 million from $578 thousand earned during FY 2023. The short-term treasury and money market rates were significantly higher in FY 2024 than in previous years.

- Total governmental expenses increased 10%. General government, public safety, culture and recreation increased the most. General government increased $817 thousand. The City is in process of updating technology including the accounting and personnel/payroll software. In addition, personnel costs including benefits (medical insurance) increased due to higher premiums and more personnel covered. Public safety expenses increased $780 thousand. The highest increase was for the Code Compliance department which was expanded to better meet the needs of the City. In addition, the law enforcement contract increased (contracted Okaloosa Sheriff's Office), and the cost to enforce Florida Building code (building permit reviews and building inspections) also increased. Culture and recreation operating costs increased $532 thousand, primarily to operate and maintain the Morgan Sports Center and the Community Center.

  Chart 2 compares Expenses by Governmental Activity year over year:

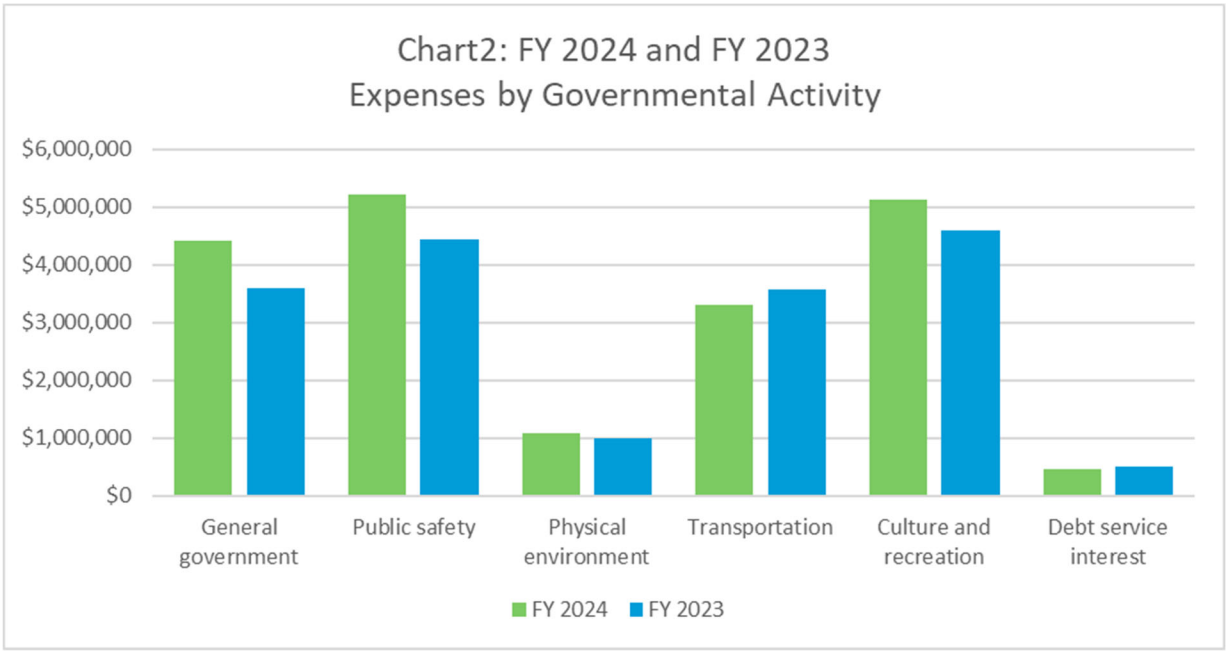


Chart 3 compares governmental revenues year over year by major revenue category:

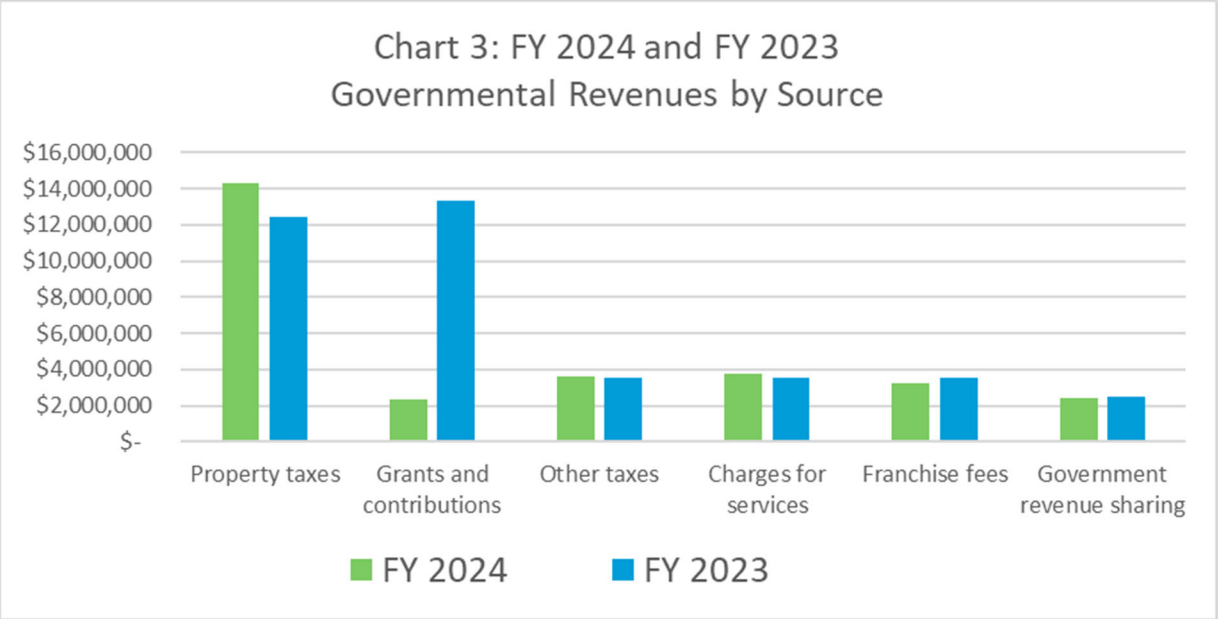


Chart 4 provides an overall view of the various governmental revenue sources:

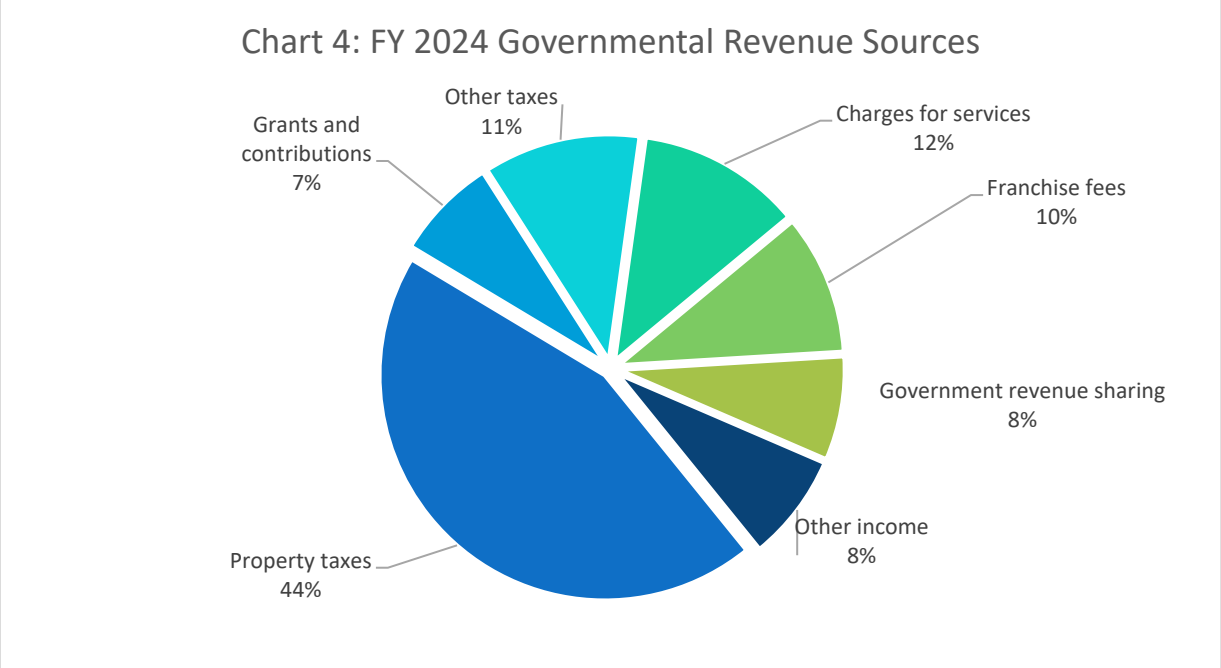
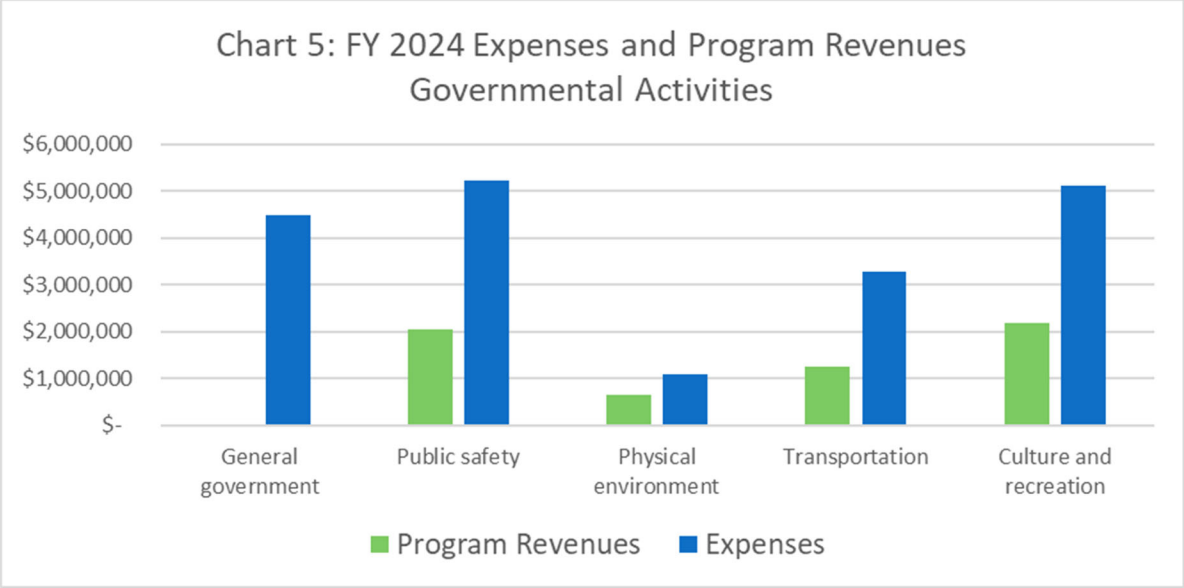


Chart 5 compares program revenues to program expenses for each category of governmental activity. Program revenues include charges for services and grants. The cost of all governmental activities this year was $19.9 million. This cost was financed by:

- Those who directly benefit from the programs through charges for services $3.8 million (19% of total program expenses);
- Other governments and organizations that subsidize certain programs through shared revenues, grants and contributions $4.8 million (24% of total program expenses); and
- The remaining $772 thousand "public benefit" portion of governmental activities was financed with property taxes.



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of September 30, 2024, the City's governmental funds reported combined ending fund balance of $44.7 million, a decrease of $3 million (6%) as compared to the prior year.

Fund balance of governmental funds consists of the following classifications (see table 3);

Nonspendable Fund Balance: $10.7 million is classified as Nonspendable, which indicates these amounts are not available to pay near-term obligations. Our current nonspendable balance includes an interfund advance from the General Fund to the Harbor CRA fund ($8.5 million), an interfund advance from the General Fund to the Town Center CRA fund ($2.2 million) and prepaid expenditures ($11 thousand).

Table 3
Governmental Funds - Fund Balance
As of September 30,

	Governmental Activities			
Fund Balance	**2024**	**2023**	**$ Change**	**% Change**
Nonspendable:				
Interfund advance	$ 10,661,624	$ 2,361,624	$ 8,300,000	351%
Prepaids and deposits	11,158	122,965	(111,807)	-91%
Restricted for:				
Impact fees (park, traffic, library and police)	4,590,224	2,313,445	2,276,779	98%
Other agreements (NPEB, Stormwater, Morgans Grant, Gas Tax#2)	1,339,163	3,233,740	(1,894,577)	-59%
Debt service	362,653	342,228	20,425	6%
CRA Harbor	210,970	730,649	(519,679)	-71%
Florida Building Code	202,698	342,260	(139,562)	-41%
Committed for:				
Emergency operations	4,819,181	4,138,122	681,059	16%
Debt service	3,341,938	3,605,098	(263,160)	-7%
Emergency maintenance	4,819,181	4,138,122	681,059	16%
Infrastructure surtax	7,060,157	5,715,003	1,345,154	24%
Renewal and replacement	2,449,192	2,252,268	196,924	9%
Parking	1,836,116	1,030,857	805,259	
Technology	596,035	442,347	153,688	35%
Encumbrances	581,768	256,592	325,176	127%
Unassigned	1,841,875	16,788,335	(14,946,460)	-89%
Total Fund Balance	$ 44,723,933	$ 47,813,655	$ (3,089,722)	-6%

Restricted Fund Balance: Approximately $6.7 million is classified as restricted. External entities, such as the State of Florida, lenders and grantors placed restrictions on the use of these funds. State and City legislation restricts $4.6 million of impact fees, which can only be expended upon "growth necessitated capital expenditures" and cannot be used to pay for operating expenses. $1.3 million has been restricted by grant and interlocal agreements. $362 thousand is in debt service accounts to be expended as per debt covenants. Over $210 thousand is for expenditure within the Community Redevelopment Agency districts, and $202 thousand is restricted for expenditures related to enforcing Florida Building Code as per state statutes.

Committed Fund Balance: $25.5 million is classified as committed, to indicate amounts constrained to purposes by City Council through Ordinance or Resolution. City resolution 12-20 commits the equivalent of three months operating costs to be placed into the Emergency Operations reserve ($4.8 million), one year's worth of debt service ($3.3 million) is in a debt service reserve, and an equivalent to three months of operating costs is in an emergency maintenance reserve ($4.8 million). Council has chosen to commit the Okaloosa Half Penny Local Infrastructure Surtax to specific capital projects (current fund balance of $7 million). $2.4 million has been committed to renew and replace certain infrastructure, capital components of facilities, and machinery (i.e. streetsweeper, dumptruck, tractors, and vehicles). The balance of the Parking Fund $1.8 million is committed to maintaining parking areas and to address parking issues. The $596 thousand balance in the Technology Fund is to be used for hardware and software to process permits and licenses issued by the Building Official, Code Compliance, and Community Development departments.

Assigned Fund Balance: No funds are currently classified as assigned. Assigned indicates the City's intent to use for a specific purpose.

Unassigned Fund Balance: $1.8 million is classified as unassigned which identifies net resources available for spending at the end of the fiscal year. This is the net of $9.6 million unassigned in the General Fund minus $7.8 million deficit balance in the Harbor CRA fund. The deficit in the Harbor CRA fund will be addressed upon closing on a loan as per reimbursement resolution 23-13, scheduled for November 2024. The loan will reimburse the Harbor CRA for purchasing $9 million of land at 1 Harbor Boulevard.

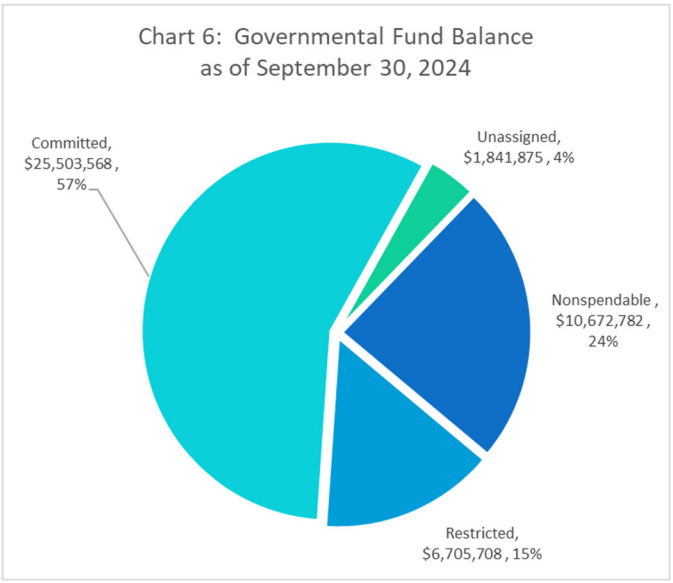


Chart 6 depicts the total governmental fund balance by major classification.

General Fund

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, the fund balance totaled $33.9 million of which $9.7 million is unassigned. As a measure of the General Fund's liquidity, it may be useful to compare unassigned fund balance to total expenditures. Unassigned fund balance represents 75%, or approximately nine months of the General Fund's total operating expenditures. (An additional 6 months operating funds is "committed" as a reserve in accordance with resolution 12-20).

The fund balance of the City's General Fund increased $1.5 million during the current fiscal year from $32.3 to $33.9 million. While we tend to budget to keep the General Fund balance level, during FY 2024 actual expenditures were lower than planned and actual revenues higher, resulting in the increase of $1.5 million.

The total revenues of the General Fund increased $1.9 million from $19.9 million in FY 2023 to $21.8 million in FY 2024. Property taxes account for the majority of this increase ($1.2 million). The millage rate was kept at the same rate, so the increase is due to changes in property values. The state of Florida caps property value increases on homesteaded properties to 3% per year. Only 13% of the city's parcels are residential with homestead exemptions. Investment income, mostly from money market accounts, is the source of the remaining revenue increase.

The total expenditures of the General Fund increased $2.3 million (18%) from $12.8 million in FY 2023 to $15.2 million in FY 2024. The top three Governmental Fund activities of the City of Destin are Culture and Recreation (FY 2024 $4.3 million), General Government administration (FY 2024 $4.2 million), and Public Safety (FY 2024 $4 million).

Culture and Recreation expenditures were $540 thousand higher in FY 2024 than FY 2023. Over half of this amount was related to personnel costs. Culture and Recreation account for over half of City staff and facilities. Both medical and property insurance rose significantly from FY 2023 to FY 2024 and are primary sources for the increase in expenditures year over year.

General Government expenditures were $768 thousand (22%) higher in FY 2024 than FY 2023. The City Manager's office was $242 thousand higher in FY 2024 mainly due to one-time special activities to celebrate Destin's 40th birthday (incorporation in 1984). Human Resources and Information Technology departmental expenditures were also higher than in prior years as we entered into several long-term software agreements.

Public Safety expenditures were $727 thousand (22%) higher in FY 2024 than FY 2023. More than half of this increase was related to expansion of our Code Compliance department, which increased personnel from 8.1 to 13.5 FTEs (full-time equivalents, 1 FTE = 2080 labor hours). The remainder of the increase in expenditures from FY 2023 to FY 2024 was related to our law enforcement contract with the Okaloosa Sheriff's office and their increased cost per sworn officer. The number of officers assigned to Destin remained static.

Capital Projects Fund

The second largest major governmental fund is the Capital Projects fund. This fund accounts for financial resources that are restricted, committed, or assigned to expenditure for capital outlays. The fund balance increased 8% ($621 thousand) from a balance of $7.4 million at the end of FY 2023 to $8 million at the end of FY 2024. Most of the fund balance ($5.5 million) is restricted by state statutes or grant donor covenants. The remainder is committed by Council resolutions. Revenues were $11.1 million (82%) lower in FY 2024 than FY 2023 as we did not have as much in capital grants awarded and earned. FY 2023 was an exceptionally high year for capital grants. Likewise, capital outlays were 85% lower ($32.6 million) in FY 2024 ($5.8 million) than FY 2023 ($38.5 million). In FY 2023 the Capital Projects fund purchased over $20 million in land for park development and to complete a roadway connection, while in FY 2024 the Capital Projects fund expenditures were primarily aimed at renewal and replacement of infrastructure and equipment.

Okaloosa Half Penny Fund

The Okaloosa Half Penny Fund is the third largest governmental fund. The residents of Okaloosa County voted in a half-penny infrastructure surtax for the ten-year period beginning January 2019. Council has committed these funds to be expended on beach park acquisition and development, undergrounding overhead utilities, renewing stormwater infrastructure, and to address traffic safety issues. During FY 2024, the Okaloosa Half Penny fund balance increased $1.3 million. The City received 12% more ($211 thousand) revenue in FY 2024 than FY 2023, evenly split between interest income from a money market account and a slight increase in half penny sales tax shared by Okaloosa County. Expenditures were $61 thousand lower in FY 2024 than FY 2023. In FY 2024 the City used $230 thousand for the Undergrounding initiative and expended nearly $27,000 thousand to address flow issues at a stormwater fallout near Joe's Bayou at Mattie Kelly Nature Trail and Park. Beach park development is in the construction bid solicitation process and expenditures will increase in FY 2025. Undergrounding of overhead utilities broke ground late in FY 2024 and expenditures will be significant in FY 2025.

CRA Town Center Special Revenue Fund

The CRA Town Center Special Revenue fund is the fourth largest governmental fund. The CRA Town Center Special Revenue fund balance increased $1.1 million, from a negative fund balance of $963 thousand at the end of FY 2023 to a positive fund balance of $210 thousand at the end of FY 2024. Ad valorem tax and tax incremental financing revenues increased $394 thousand (23%) from $1.7 million collected in FY 2023 to $2 million in FY 20243 because taxable property values in this area increased in this primarily commercial area. Expenditures remained neutral. The Town Center CRA district continues to repay debt borrowed in 2005 that widened Main Street and put in streetlights. An engineering design is nearly complete to construct a multi-modal pathway that will connect several neighborhoods and parks that border commercial and residential areas.

CRA Harbor Special Revenue Fund

The CRA Harbor Special Revenue fund is the fifth largest governmental fund. The Harbor CRA fund balance decreased from $730 thousand at the end of FY 2023 to negative $7.8 million at the end of FY 2024. Early in FY 2024, the Harbor CRA district purchased five parcels of land at the foot of the Marler Bridge which is a significant entry point into the City of Destin's Harbor District. A refunding resolution is in place to refund the Harbor CRA fund upon issuance of debt. The land at the foot of the Marler Bridge is under review for development into public space to include a park and pedestrian pathways connecting the north side of highway US-98 to the harbor and boardwalks on the south side of highway US-98.

Fiduciary funds. The City's fiduciary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The Employee Thrift Plan had a restricted net position at September 30, 2024 of $7.5 million. The total increase in net position was $1.7 million. Most of this increase was the change in value of the portfolio, which increased $1.4 million. The remainder is the net of employer contributions net of withdrawals by former employees. Over 98% of the assets are invested in mutual funds managed by Benjamin F. Edwards.

GENERAL FUND BUDGETARY HIGHLIGHTS

The significant variances between the adopted General Fund budget and the final General Fund budget are as follows:

- The adopted budget for revenue was adjusted during FY 2024 to account for $156 thousand in additional grants (intergovernmental revenues) awarded during the year. The expenditure budget was likewise increased $156 thousand for the expenditure side of the grant awarded.
- As per City budgeting policy, prior year encumbrances rolled forward in the General Fund accounts for $378 thousand of additional expenditures added to the FY 2024 adopted general fund budget.
- The final adjustment to the FY 2024 adopted General Fund budget was to increase the transfers out to cover $69 thousand of prior year encumbrances in the capital projects fund.
- Actual General Fund revenues collected were over $400 thousand more than the final adopted budget. Investment earnings were $1 million higher than anticipated due to nation-wide interest rate changes. This was offset by intergovernmental revenue collects that were $600 thousand lower than anticipated. Intergovernmental revenues include grants, which are "earned" as expended, and also includes shared revenues from the State and the County (i.e. gas taxes and sales taxes).
- Actual General Fund expenditures were $2.4 million lower than the final adopted budget. Culture and recreation expenditures account for nearly $1 million of this amount. Most of the underspend was related to our inability to attract and retain staff. There were also a few hundred thousand dollars earmarked for professional services, such as hiring a firm to write a fresh Parks and Recreation Master Plan, which were delayed until next year. General Government and Physical Environment activities account for the remaining underspend. Details are provided on the next page.

The significant variances between the final budget and the year-end actual results are as follows:

Transfers In

When this budget was adopted, the City had planned to purchase approximately $9 million in land and adopted a reimbursement resolution to issue debt for the purchase. Originally, the City planned to purchase the land in October 2023 and then to take in the debt the summer of 2024. The loan timing was delayed, and so the subsequent transfer in of $8.6 million into the General Fund did not occur during fiscal year 2024.

Revenues

The General Fund actual revenue results were $407 thousand (1.9%) higher in total than budgeted, primarily attributed to the following reasons:

- Investment income was $1 million higher than budgeted. Money market and bank interest rates increased from 1% in prior years to an average over 4% during FY 2024. In addition, late in FY 2023 the City tightened up short-term investment processes to maintain higher balances in cash equivalents that pay higher interest rates.

- Intergovernmental revenues were $600 thousand (16%) lower than budgeted. An FDEP sea-level rise vulnerability study grant was amended increasing both time and grant award to earn $200 thousand in FY 2025 instead of FY 2024. Our TDC waterfront operations grant was underspent by $200 thousand due to staff turnover and difficulty maintaining full staffing levels. Last, the infrastructure surtax shared by the County was nearly $158 thousand lower than anticipated. Tourism and sales in Okaloosa county were all approximately 5% lower in FY 2024, after a four year streak of 3 – 5% year-over-year growth.
- Licenses and permits were $410 thousand lower than budgeted. This was primarily due to lower electric franchise fee collections ($257 thousand lower) and fewer rental registration fees were collected ($175 thousand lower).

Expenditures

The General Fund actual expenditure results were $2.4 million (14%) lower in total than budgeted for the following reasons:

- Culture and recreation is the main category with the largest difference between budget and actual expenditures. During FY 2024, actual expenditures were $985 thousand (19%) lower than the final adopted budget. Culture and recreation accounts for over 50% of the City's personnel and activities, and understaffing led to significant underspending for parks and recreation. The City planned to hire a professional firm to update our Parks Master plan, however, staffing shortages resulted in solicitation delays, and a firm has not yet been hired for this task.
- General Government expenditures were $755 thousand (15%) lower than anticipated. Approximately $500 thousand was budgeted for professional services that were not encumbered. An additional $200 thousand is related to staffing shortages and key positions that remained vacant for most of the year in community development.
- Physical Environment is the third category with a significant difference between budget and actual expenditures. This is related to the timing of the sea-level rise vulnerability study that started later in the year than anticipated. Due to timing issues, the City expended approximately $200 thousand less than expected by the end of FY 2024.

Additional items of interest related to the City of Destin's budgeted expenditures:

- Sheriff's Contract: The City provides law enforcement services through a contract with the Okaloosa County Sheriff's Office. This contract provides for all patrol activities including, beach patrol, marine patrol, and investigations.
- Capital Outlays: The City Council approved a capital improvement plan for the fiscal year 2024 budget that reflects the immediate needs of the City. The majority of capital outlays are tracked in the Capital Projects fund. These projects include improvements for public beach access, constructing an alternative route parallel to Highway 98 to access residential and commercial areas, addition of multi-modal pathways, expansion of parks and recreational amenities, and the continued work on renewing and replacing aged components of facilities and infrastructure.
- Beach Safety Patrol: For the eighteenth year, the Council approved funding ($100,000 in 2024) to support the beach safety patrol operated by the Destin Fire Control District. The funding supports the labor, equipment and operational needs of the patrol activities. Okaloosa County and the Okaloosa County Tourist Development Council significantly support the beach and water safety through the Destin Fire Control District.

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS

The City's investment in capital assets for its governmental activities as of September 30, 2024, was $152.3 million (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, machinery and equipment, park facilities, roads and sidewalks, and stormwater infrastructure. The total increase in the City's investment in capital assets for the current fiscal year was $17.5 million or 14% overall, and is summarized as follows:

Table 4
Capital Assets
(net of accumulated depreciation)

	Governmental Activities			
	2024	2023	$ Change	% Change
Land	$ 93,669,988	$ 51,970,597	$ 41,699,391	80%
Buildings	6,122,814	6,268,042	(145,228)	-2%
Improvements other than buildings	16,374,076	17,355,410	(981,334)	-6%
Infrastructure	26,214,768	55,920,408	(29,705,640)	-53%
Machinery and equipment	3,481,203	3,208,552	272,651	8%
Library, media and art	149,755	140,940	8,815	6%
Construction in progress	6,323,417	4,947,197	1,376,220	28%
Total capital assets	$ 152,336,021	$ 139,811,146	$ 12,524,875	9%

Major capital asset events during the current year include the following:

- In preparation to move into a new accounting system, the land portion of infrastructure was reclassified to land, leaving only the depreciable improvements to roadways classified as "infrastructure". This accounts for $29.7 million of the increase in the Land category.
- The City purchased land at the foot of the Marler Bridge entryway into Destin to develop into public space ($9 million). In addition, the City purchased two more parcels for right-of-way to complete all land purchases needed to construct the cross town connector roadway ($293 thousand).
- The City invested $2.9 million towards renewing roadway, sidewalk, and stormwater infrastructure.
- The City invested approximately $900 thousand to replace aged equipment to include a bucket truck, a streetsweeper, and 13 other vehicles for parks and recreation and public works.
- The City invested approximately $500 thousand to replace aged land improvements, including laying fresh sod on five athletic fields at Morgan's Sport Center and replacing significant components of the Destin Harbor pump to maintain good water quality in the Destin Harbor.
- The City invested approximately $200 thousand in renewing facilities to include replacing flooring and HVAC units at the Library, Community Center, and other Park operation facilities.

Additional information on the City's capital assets can be found in Note 7.

LONG TERM DEBT

At September 30, 2024, the City had total revenue notes payable of $22.4 million. The majority of the City's debt represents notes secured solely by specified revenue sources (i.e. revenue notes). The City has no general obligation or special assessment debt. For general obligation debt greater than one year, the City is required to conduct a voter referendum process for approval.

Table 5
Outstanding Debt
Governmental Activities

	2024	2023	$ Change	% Change
Revenue notes	$ 22,415,005	$ 25,290,382	$ (2,875,377)	-11%
Financed purchases	205,998	239,042	(33,044)	-14%
Total debt	$ 22,621,003	$ 25,529,424	$ (2,908,421)	-11%

During 2024, the City did not add any new revenue notes. The City added $121 thousand in financed purchases, signing two software agreements and a time extension on our lease for the Morgan Sport Center land.

The City has no legal debt margin requirements set forth by the City's Charter or the Florida Statutes.

Additional information on long-term debt can be found in Notes 8 through 10 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The State of Florida, by constitution, does not have a state personal income tax and therefore the State operates primarily using sales, gasoline, and corporate income taxes. Local governments (cities, counties, and school boards) primarily rely upon property and a limited array of permitted other taxes (sales, gasoline, utility service taxes) and fees (franchise, business license, permits) for their governmental activities. There are a limited number of state shared revenues and recurring and non-recurring grants from both the state and federal government, which provide funding for specific programs, projects, or activities. For certain governmental activities (permitting, recreational programs) the user pays a related fee or charge associated with the service.

The City revenue forecast can be categorized into three major categories. The first category is recurring tax revenues, such as ad valorem and sales and use taxes. The City's ad valorem revenues have been increasing this past four years at 5-7% a year. The tax levy for FY 2025 is estimated to be 7.9% higher than FY 2024. Shared sales and gas taxes have slowed down to a 1 – 3% increase year over year. During 2024, the City noticed the beginning of a decline in tourism in the form of slightly lower short-term rentals and a stalling of sales and gas tax receipts. The FY 2024, sales taxes were 0.7% higher than FY 2023, and the State of Florida's Office of Tax Research projects the City will receive 1% less in FY 2025.

The second category is grants (recurring and non-recurring). The City has a strong base of approximately $800 thousand per year in recurring operating grants for parks, the library, and transportation (median and streetlight maintenance). Capital grants are generally non-recurring. For fiscal year 2025, the City will be investing $7.6 million into parks, roadways and stormwater infrastructure from non-recurring grants from Federal, State, and County sources. These additional one-time grants account for 12% of the adopted FY 2025 expenditure budget of $64.7 million.

The third category includes charges for services and other miscellaneous revenues like impact fees and investment income. Some of these revenues tend to be fairly stable year over year, such as permits and licenses. Others are very unpredictable as they depend upon development (building permits and impact fees) and national interest rates (investment income). The level of fees, and charges for services (including development-related impact fees) has an impact on the City's specific competitive ability to encourage development and redevelopment (office, retail, residential, and industrial) for those businesses that choose to locate in our jurisdiction. As the City has limited growth potential, it places great emphasis on redevelopment, which is essential for the continued financial and economic health of our community.

On the expenditure forecast side, the primary driver for expenditures is the capital outlays. The FY 2025 budget is split approximately 40/60, with 40% of the budget for general operations and 60% for capital improvements. The top three capital projects currently underway are: (1) Undergrounding of overhead utilities; (2) Cross town connector roadway; and (3) Beach park development. Construction will be in full force during FY 2025 for the undergrounding projects. All of the land needed to construct the cross town connector has been purchased, and construction will begin as soon as all permits and contractor solicitation has been completed (estimated summer 2025). In cooperation with the Okaloosa County Tourism Development Council, the City has purchased land at the Shores of Crystal Beach and at Tarpon Beach. The development of these two locations will include pavilion, restrooms, showers, and paved parking areas for low speed and regular vehicles. Construction is anticipated to start at Tarpon beach in the spring/summer of 2025.

The operating expenditure forecast for FY 2025 is estimated to be $25.3 million. The largest operating expenditure is for personnel. For FY 2025 we anticipate personnel costs to be 17% higher ($1.5 million) than actuals for FY 2024. FY 2024 actuals were lower than anticipated due to turnover and difficulty filling positions. Council granted a 2.9% cost of living (COLA) increase effective October 1, 2024, and the FY 2025 budget assumes up to a 4% merit increase based on performance evaluations which occur upon an employee's hire date anniversary. Two new full-time positions (one for IT and one for Community Development) were adopted for FY 2025. At the same time, Code Compliance, Finance and Stormwater departments have placed a freeze upon 5.45 FTEs to save costs for FY 2025. Health benefit costs increased 6% for FY 2025 ($106 thousand), same as 5-7% of prior years. Contractual service is the second largest operating expenditure category, which we expect to increase by 40% ($1.6 million) above FY 2024 actuals. Most of the $1.6 million increase is related to master planning and other studies.

The City began investing heavily in new technology to expand e-government services even before the COVID-19 pandemic. In June 2021, our e-government software "COMPASS" went live. Since offering our citizens and developers ways to attain permits and licenses online, we have cut processing time significantly. Items that previous took 40+ days to accomplish are now commonly being accomplished in 10-15 days. During FY 2025, the City plans to continue upgrading this technology and working with software consultants to streamline these processes. Although implementation is costly, we estimate significant cost savings over the long-run to be recognized as early as FY 2026.

Regional economic indicators were also considered in preparing the 2025 budget.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, 4200 Indian Bayou Trail, Destin, Florida, 32541. The City's website address is www.cityofdestin.com.

BASIC FINANCIAL STATEMENTS

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CITY OF DESTIN, FLORIDA

STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	Governmental Activities
Assets	
Cash and cash equivalents	$ 19,370,972
Investments	15,618,466
Restricted asset, cash and cash equivalents	11,072,783
Accounts receivable	338,874
Due from other governments	554,599
Prepaid items	10,913
Deposits	245
Capital assets	
Non-depreciable	99,993,405
Depreciable, net	52,342,616
Total assets	199,302,873
Deferred outflows of resources	
Deferred charge on refunding	46,652
Total deferred outflows of resources	46,652
Liabilities	
Accounts payable	783,109
Unearned revenue	1,096,320
Accrued liabilities	363,490
Accrued interest	106,517
Noncurrent liabilities	
Due within one year	3,130,931
Due in more than one year	19,950,450
Total liabilities	25,430,817
Net position	
Net investment in capital assets	129,525,200
Restricted for	
Capital improvements	5,577,221
Debt service	362,653
Florida Building Code enforcement	202,698
Community redevelopment	210,970
Water quality improvements	352,166
Unrestricted	37,687,800
Total net position	$ 173,918,708

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Functions/programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Governmental activities:					
General government	$ 4,415,633	$ 18,471	$ -	$ -	$ (4,397,162)
Public safety	5,222,285	2,059,874	-	-	(3,162,411)
Physical environment	1,093,567	170,798	-	491,713	(431,056)
Transportation	3,295,759	977,736	131,993	146,575	(2,039,455)
Economic environment	178,185	-	-	-	(178,185)
Human services	74,829	-	-	-	(74,829)
Culture/recreation	5,122,449	577,336	706,469	892,312	(2,946,332)
Interest on long-term debt	467,439	-	-	-	(467,439)
Total governmental activities	$ 19,870,146	$ 3,804,215	$ 838,462	$ 1,530,600	(13,696,869)
General revenues					
Property taxes					14,335,084
Sales, use and fuel taxes					2,502,665
Communication services taxes					973,727
Other general taxes					152,785
Franchise taxes					3,243,280
Unrestricted state revenue sharing					2,400,830
Impact fees					171,129
Investment income					2,174,754
Miscellaneous income					159,406
Total general revenues and transfers					26,113,660
Change in net position					12,416,791
Net position, beginning of year					161,501,917
Net position, end of year					$ 173,918,708

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	General Fund	Special Revenue: CRA Town Center Fund	Special Revenue: Okaloosa Half-Penny Fund	Special Revenue: CRA Harbor Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets							
Cash and cash equivalents	$ 8,230,672	$ -	$ 6,911,724	$ -	$ 1,794,711	$ 2,433,865	$ 19,370,972
Investments	15,618,466	-	-	-	-	-	15,618,466
Due from other funds	25,554	-	-	-	-	-	25,554
Due from other governments	317,257	-	190,682	-	46,660	-	554,599
Accounts receivable	248,468	-	-	-	90,406	-	338,874
Advance to other funds	10,661,624	-	-	-	-	-	10,661,624
Prepaid items	10,913	-	-	-	-	-	10,913
Deposits	245	-	-	-	-	-	245
Restricted cash and cash equivalents	-	2,377,589	-	672,548	7,073,266	949,380	11,072,783
Total assets	$ 35,113,199	$ 2,377,589	$ 7,102,406	$ 672,548	$ 9,005,043	$ 3,383,245	$ 57,654,030
Liabilities and fund balances							
Liabilities							
Accounts payable	$ 494,239	$ 4,117	$ 42,249	$ 2,229	$ 236,470	$ 3,805	$ 783,109
Accrued liabilities	331,962	878	-	878	-	29,772	363,490
Unearned revenue	379,714	-	-	-	716,606	-	1,096,320
Due to other funds	-	-	-	-	25,554	-	25,554
Advance from other funds	-	2,161,624	-	8,500,000	-	-	10,661,624
Total liabilities	1,205,915	2,166,619	42,249	8,503,107	978,630	33,577	12,930,097
Fund balances							
Nonspendable	10,672,782	-	-	-	-	-	10,672,782
Restricted	-	210,970	-	-	5,577,221	917,517	6,705,708
Committed	13,562,068	-	7,060,157	-	2,449,192	2,432,151	25,503,568
Unassigned	9,672,434	-	-	(7,830,559)	-	-	1,841,875
Total fund balances	33,907,284	210,970	7,060,157	(7,830,559)	8,026,413	3,349,668	44,723,933
Total liabilities and fund balances	$ 35,113,199	$ 2,377,589	$ 7,102,406	$ 672,548	$ 9,005,043	$ 3,383,245	$ 57,654,030

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION SEPTEMBER 30, 2024

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances - governmental funds		$ 44,723,933
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental non-depreciable assets	$ 99,993,405	
Governmental depreciable assets	97,434,015	
Accumulated depreciation	(45,091,399)	152,336,021
Deferred amounts on refunding are not financial resources but are reported as a liability in the statement of net position includes these charges, net of amortization.		46,652
Certain liabilities are not due and payable in the current period and are therefore not reported in the funds.		
Notes payable	(22,621,003)	
Accrued interest payable	(106,517)	
Compensated absences	(405,374)	
Total OPEB Liability	(55,004)	(23,187,898)
Net position of governmental activities		$ 173,918,708

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2024

	General Fund	Special Revenue: CRA Town Center Fund	Special Revenue: Okaloosa Half-Penny Fund	Special Revenue: CRA Harbor Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues							
Taxes	$ 12,927,678	$ 2,078,235	$ -	$ 987,062	$ 234,112	$ -	$ 16,227,087
Licenses and permits	3,343,823	-	-	-	907,658	956,189	5,207,670
Impact fees	-	-	-	-	171,129	-	171,129
Intergovernmental revenues	3,243,574	-	1,737,174	-	687,600	750,000	6,418,348
Charges for services	722,920	-	-	-	-	1,021,421	1,744,341
Fines and forfeitures	57,434	-	-	-	-	38,050	95,484
Investment income	1,442,183	92,127	222,595	28,069	282,681	107,099	2,174,754
Contributions	7,718	-	-	-	81,000	-	88,718
Miscellaneous revenues	104,841	-	-	29,093	9,017	-	142,951
Total revenues	21,850,171	2,170,362	1,959,769	1,044,224	2,373,197	2,872,759	32,270,482
Expenditures							
Current							
General government	4,221,550	-	-	-	49	79	4,221,678
Public safety	4,095,306	-	-	-	47,074	1,051,494	5,193,874
Physical environment	363,033	-	3	-	-	11,998	375,034
Transportation	1,879,843	-	-	-	4,158	97,626	1,981,627
Economic development	14,452	88,499	-	75,234	-	-	178,185
Human services	74,829	-	-	-	-	-	74,829
Culture and recreation	4,313,088	-	-	-	-	-	4,313,088
Capital outlay	200,700	175,218	260,964	9,047,363	5,705,189	265,061	15,654,495
Debt service							
Principal retirement	41,161	-	-	-	96,889	2,875,377	3,013,427
Interest	5,378	-	-	-	3,491	466,560	475,429
Total expenditures	15,209,340	263,717	260,967	9,122,597	5,856,850	4,768,195	35,481,666
Excess (deficiency) of revenues over (under) expenditures	6,640,831	1,906,645	1,698,802	(8,078,373)	(3,483,653)	(1,895,436)	(3,211,184)
Other financing sources (uses)							
Issuance of debt	121,461	-	-	-	-	-	121,461
Transfers in	-	-	-	-	4,105,336	2,763,646	6,868,982
Transfers out	(5,229,613)	(731,928)	(353,648)	(482,835)	-	(70,958)	(6,868,982)
Total other financing sources, net	(5,108,152)	(731,928)	(353,648)	(482,835)	4,105,336	2,692,688	121,461
Change in fund balances	1,532,679	1,174,717	1,345,154	(8,561,208)	621,683	797,252	(3,089,723)
Fund balances (deficit), beginning of year	32,374,605	(963,747)	5,715,003	730,649	7,404,730	2,552,416	47,813,656
Fund balances (deficit), end of year	$ 33,907,284	$ 210,970	$ 7,060,157	$ (7,830,559)	$ 8,026,413	$ 3,349,668	$ 44,723,933

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balances − total governmental funds		$ (3,089,723)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is depreciated over their estimated useful lives.		
Capital outlay	$ 15,654,494	
Less current year depreciation	(3,129,619)	12,524,875
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Principal repayment of long-term debt		3,013,427
Financed purchase termination		16,455
Issuance of new debt		(121,461)
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore, are not reported as expenditures in governmental funds.		
Change in compensated absences	(68,652)	
Amortization of bond premium	(6,623)	
Change in accrued interest	7,990	
OPEB expense	140,503	73,218
Change in net position of governmental activities		$ 12,416,791

CITY OF DESTIN, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL GENERAL FUND FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Taxes	$ 12,717,458	$ 12,717,458	$ 12,927,678	$ 210,220
Licenses and permits	3,754,770	3,754,770	3,343,823	(410,947)
Intergovernmental revenues	3,706,814	3,862,814	3,243,574	(619,240)
Charges for services	615,310	615,310	722,920	107,610
Fines and forfeitures	109,400	109,400	57,434	(51,966)
Investment income	373,930	373,930	1,442,183	1,068,253
Contributions	3,880	3,880	7,718	3,838
Miscellaneous revenues	5,201	5,201	104,841	99,640
Total revenues	21,286,763	21,442,763	21,850,171	407,408
Expenditures				
Current				
General government	4,798,223	4,976,992	4,221,550	(755,442)
Public safety	4,264,211	4,255,691	4,095,306	(160,385)
Physical environment	459,106	613,732	363,033	(250,699)
Transportation	2,075,554	2,048,794	1,879,843	(168,951)
Economic environment	14,600	14,600	14,452	(148)
Human services	89,956	107,370	74,829	(32,541)
Culture/recreation	5,328,548	5,298,661	4,313,088	(985,573)
Capital outlay	196,560	212,560	200,700	(11,860)
Debt service				
Principal retirement	18,814	91,592	41,161	(50,431)
Interest	3,909	7,563	5,378	(2,185)
Total expenditures	17,249,481	17,627,555	15,209,340	(2,418,215)
Excess of revenues over expenditures	4,037,282	3,815,208	6,640,831	(2,010,807)
Other financing sources (uses)				
Issuance of debt	50,000	50,000	121,461	71,461
Transfers in	8,600,000	8,600,000	-	(8,600,000)
Transfers out	(15,597,515)	(15,666,470)	(5,229,613)	10,436,857
Total other financing sources (uses)	(6,947,515)	(7,016,470)	(5,108,152)	1,908,318
Change in fund balance	(2,910,233)	(3,201,262)	1,532,679	(102,489)
Fund balance, beginning of year	32,374,605	32,374,605	32,374,605	-
Fund balance, end of year	$ 29,464,372	$ 29,173,343	$ 33,907,284	$ (102,489)

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
CRA TOWN CENTER FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Property taxes	$ 2,080,379	$ 2,080,379	$ 2,078,235	$ (2,144)
Investment earnings	1,350	1,350	92,127	90,777
Total revenues	2,081,729	2,081,729	2,170,362	88,633
Expenditures				
Current				
Economic development	181,543	217,126	88,499	128,627
Capital outlay	-	373,738	175,218	198,520
Total expenditures	181,543	590,864	263,717	327,147
Excess of revenues over expenditures	1,900,186	1,490,865	1,906,645	415,780
Other financing (uses)				
Transfers out	(961,660)	(961,660)	(731,928)	229,732
Total other financing (uses)	(961,660)	(961,660)	(731,928)	229,732
Change in fund balance	938,526	529,205	1,174,717	645,512
Fund balance (deficit), beginning of year	(963,747)	(963,747)	(963,747)	-
Fund balance (deficit), end of year	$ (25,221)	$ (434,542)	$ 210,970	$ 645,512

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL OKALOOSA HALF PENNY FUND FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Intergovernmental revenues	$ 1,726,259	$ 1,726,259	$ 1,737,174	$ 10,915
Investment earnings	4,760	4,760	222,595	217,835
Total revenues	1,731,019	1,731,019	1,959,769	228,750
Expenditures				
Current				
Physical Environment	-	3	3	-
Capital outlay	1,935,000	2,807,978	260,964	2,547,014
Total expenditures	1,935,000	2,807,981	260,967	2,547,014
Excess (deficiency) of revenues over (under) expenditures	(203,981)	(1,076,962)	1,698,802	2,775,764
Other financing (uses)				
Transfers out	(353,648)	(353,648)	(353,648)	-
Total other financing (uses)	(353,648)	(353,648)	(353,648)	-
Change in fund balance	(557,629)	(1,430,610)	1,345,154	2,775,764
Fund balance, beginning of year	5,715,003	5,715,003	5,715,003	-
Fund balance, end of year	$ 5,157,374	$ 4,284,393	$ 7,060,157	$ 2,775,764

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
CRA HARBOR FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Taxes	$ 983,120	$ 983,120	$ 987,062	$ 3,942
Investment earnings	1,450	1,450	28,069	26,619
Miscellaneous revenues	-	-	29,093	29,093
Total revenues	984,570	984,570	1,044,224	59,654
Expenditures				
Current				
Economic environment	132,533	163,947	75,234	88,713
Capital outlay	9,100,000	9,100,000	9,047,363	52,637
Total expenditures	9,232,533	9,263,947	9,122,597	141,350
Deficiency of revenues under expenditures	(8,247,963)	(8,279,377)	(8,078,373)	201,004
Other financing sources (uses)				
Transfers in	17,501,307	17,501,307	-	(17,501,307)
Transfers out	(9,336,335)	(9,336,335)	(482,835)	8,853,500
Total other financing sources (uses)	8,164,972	8,164,972	(482,835)	(8,647,807)
Change in fund balance	(82,991)	(114,405)	(8,561,208)	(8,446,803)
Fund balance, beginning of year	730,649	730,649	730,649	-
Fund balance, end of year	$ 647,658	$ 616,244	$ (7,830,559)	$ (8,446,803)

CITY OF DESTIN, FLORIDA

STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUND
SEPTEMBER 30, 2024

Assets	
Cash and cash equivalents	$ 113,739
Investments:	
Mutual Funds	7,365,977
Total assets	$ 7,479,716
Net Position	
Restricted for pension benefits	$ 7,479,716
Total fund balances	7,479,716
Total liabilities and fund balances	$ 7,479,716

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Additions		
Contributions		
Employer contributions	$	667,643
Investment income		
Net change in fair value of investments		1,144,706
Interest and dividends		289,674
Total additions		2,102,023
Deductions		
Administration expenses		9,068
Benefits and other withdrawals		330,386
Total deductions		339,454
Change in net position		1,762,569
Fund balances, beginning of year		5,717,147
Fund balances, end of year	$	7,479,716

The accompanying notes to financial statements are an integral part of this statement.

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

The City of Destin, Florida (the "City") was established as a municipality on November 9, 1984. The City's original charter was enacted as Chapter 84-422, Laws of Florida, on June 25, 1984. The present charter was certified November 9, 1984 by referendum. The City operates under a Council-Manager form of government and provides the following services: public safety (law enforcement and protective inspections), transportation (road and street facilities), culture and recreation (library, community center, parks and recreation, and special events), physical environment (cemetery), and general governmental services (including planning and zoning).

As required by generally accepted accounting principles (GAAP), these financial statements present the City and its component units, entities for which the City is considered to be financially accountable. The component units are included in the City's reporting entity because of the significance of their operational or financial relationships with the City. The City is financially accountable if it appoints a voting majority of the organization's governing board and: (1) it is able to impose its will on the organization, or (2) there is a potential for the organization to provide specific financial burden on the City. Blended component units are legally separate entities, but are in substance a part of the City's operations and therefore the data from these units are combined with the data from the primary government. The City has two blended component units as described below:

- The Community Redevelopment Agency (CRA) – Town Center CRA Special Revenue Fund was established by Resolution on March 3, 1998 and is governed by the members of the City Council. Although it is legally separate from the City, the CRA is reported as part of the primary government because its sole purpose is to finance and redevelop the City's designated town center area. The CRA - Town Center is reported as a special revenue fund using the blended method. Separate financial information for the CRA - Town Center can be obtained from the City.
- The Community Redevelopment Agency (CRA) – Harbor CRA Special Revenue Fund was established by Resolution on June 3, 2003 and is governed by the members of the City Council. Although it is legally separate from the City, the CRA is reported as part of the primary government because its sole purpose is to finance and redevelop the City's designated harbor area. The CRA - Harbor is reported as a special revenue fund using the blended method. Separate financial information for the CRA - Harbor can be obtained from the City.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Measurement Focus, Basis of Accounting and Basis of Presentation

Government-Wide Financial Statements – Government-wide financial statements, including the statement of net position and statement of activities, present information about the City as a whole. These statements include the non-fiduciary financial activity of the primary government.

Government-wide financial statements are prepared using the economic resources measurement focus. The statement of activities presents a comparison between direct expenses and program revenues for each function or program of the City's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function. Depreciation expense is allocated to the function for which the related asset is primarily used.

Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operations or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues, with certain exceptions. The comparison of direct expenses with program revenues identifies the extent to which each governmental function or business segment is self-financing or draws from the general revenues of the City.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The effects of non-fiduciary interfund activity have been eliminated from the government-wide financial statements. However, interfund services provided and used are not eliminated in the process of consolidation.

The government-wide financial statements are prepared using the accrual basis of accounting, as are the fiduciary fund financial statements. Revenues are recognized when earned, and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized in the year for which they are levied. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements imposed by the provider have been satisfied.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first and then unrestricted resources, as they are needed.

Fund Financial Statements – Fund financial statements report detailed information about the City in the governmental and fiduciary funds. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is reported in a separate column. Nonmajor funds are aggregated and reported in a single column. Because the focus of governmental fund financial statements differs from the focus of government-wide financial statements, a reconciliation is presented with each of the governmental fund financial statements.

Governmental fund financial statements are prepared using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when they become measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers grant revenues to be available if they are collected within six months of the end of the fiscal year. For all other revenues, the period is 60 days. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, compensated absences, and claims and judgments which are recognized when due. Allocations of non-cash costs, such as depreciation, are not recognized in governmental funds.

Property taxes, franchise taxes, licenses, interest and special assessments are susceptible to accrual. Sales taxes collected and held by the state at year-end on behalf of the City are also recognized as revenue. Other receipts and taxes become measurable and available when cash is received by the City and are recognized as revenue at that time.

Entitlements and shared revenues are recorded at the time of receipt or earlier if the accrual criteria are met. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met.

When restricted, committed, assigned, or unassigned resources are available for use in governmental fund financial statements, it is the City's policy to use restricted resources first, followed by committed, then assigned, and then unassigned resources as they are needed. Resources may be restricted by regulations (i.e. statutes and ordinances), or by covenants and agreements with external agencies such as lenders and grantors. Resources may be committed by Council resolution or motion. Resources become assigned through purchasing agreements and contracts with vendors.

The City reports the following major funds:

General Fund – This is the City's primary operating fund. This fund accounts for all financial resources of the general government, except those required to be accounted for in another fund. All general tax revenues and other receipts that are not restricted or committed by law or by contractual agreement to some other fund are accounted for in this fund. General operating expenditures, fixed charges and capital improvement costs that are not paid through other funds are paid from the General Fund.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Community Redevelopment Agency – Town Center Special Revenue Fund – This fund is used to account for the proceeds of specific revenues (Tax Increment Financing Trust Funds) and the redevelopment activities relating to the City of Destin CRA Town Center.

Okaloosa Half Penny Fund – This fund is used to account for proceeds of the Okaloosa Half Penny Infrastructure Surtax. This surtax was voted in by Okaloosa County residents for the ten year period beginning January 2019. In May 2022, Council revised the committed use of these funds towards the following capital projects: 25% for land acquisition; 60% to underground overhead utilities; 10% for stormwater infrastructure; and 5% to be programmed into capital projects by the transportation and safety committee.

Community Redevelopment Agency – Harbor Special Revenue Fund – This fund is used to account for the proceeds of specific revenues (Tax Increment Financing Trust Funds) and the redevelopment activities relating to the City of Destin's Harbor District.

Capital Projects Fund – The majority of funds that are restricted or committed to capital projects are accounted for in the Capital Projects Fund. This includes impact fees restricted to growth-necessitated capital improvements, capital project grants, and funds committed for City's annual renewal and replacement program.

Fiduciary Funds

Fiduciary funds account for assets held by the City in a trustee capacity or as an agent on behalf of others. Trust funds account for assets held by the City under the terms of a formal trust agreement.

Pension Trust Fund – This fund is accounted for using the accrual basis of accounting. The Pension Trust Fund accounts for the assets of the City's Employee Thrift Plan.

Cash and Cash Equivalents

Each fund's cash on hand, demand deposits, and short-term investments are considered cash and cash equivalents. For purposes of these statements, all highly liquid debt instruments (including restricted assets), with a maturity of three months or less when purchased, are considered to be cash equivalents.

Deposits and Investments

Cash deposits are held by banks qualified as public depositories under Florida law. All deposits are insured by Federal depository insurance and/or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

As governed by the Florida Statute 218 and the City's investment policy, the City is authorized to invest available surplus funds in investments including money market instruments, certificates of deposit, U.S. Treasury notes, U.S. agency bonds, mortgaged backed securities, investment grade corporate bonds, and asset backed securities. These investments may be bundled into mutual funds which hold only these types of investments or a portfolio with an investment manager that trades these types of investment instruments in a structured manner to enhance overall portfolio return. Investments are stated at the fair value on the financial statement date. U.S. Treasury notes and U.S. agency and instrumentalities obligations are valued at quoted market prices.

The City's investments and portfolio allocation is determined by the City Council by resolution adopting an investment policy. The portfolio of investments is maintained by an investment advisory firm as overseen by the Finance Director who provides a portfolio report quarterly to Council. The report provides a breakdown of the portfolio as well as its overall performance.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Pension Trust Funds may invest in direct obligations of the United States Government or other obligations unconditionally guaranteed by the United States Government, collateralized interest-bearing time deposits or savings accounts in state or federal banks or savings and loan associations, bonds, or indebtedness of United States corporations rated BAA or better, stocks of U.S. corporations which are listed on the national stock exchanges (limited to 50% of the assets of the fund) and investment accounts maintained by major national banks and insurance companies given the top rating by Best.

Fair Value Measurements and Disclosures

A framework has been established for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

- Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the City has the ability to access.
- Level 2 - Inputs to the valuation methodology include:
  - Quoted prices for similar assets or liabilities in active markets;
  - Quoted prices for identical or similar assets or liabilities in inactive markets;
  - Inputs other than quoted prices that are observable for the assets or liabilities; and
  - Inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in the methodologies used at September 30, 2024.

The following is a description of the valuation methodologies used for assets measured at fair value:

Mutual funds and equities - Valued at the closing price reported on the active market in which the individual securities are traded.
Corporate and government bonds - Valued at the closing price reported on the active markets in which the individual securities are traded.
Common trust funds - Valued at the net asset value (NAV) of shares held at year-end or as determined by the investment managers.
Alternative investments - Valued at the NAV of shares held at year-end or as determined by the investment managers.
Certificates of deposit - Valued at fair value.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the City believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The City assesses the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer in accordance with its accounting policy regarding the recognition of transfers between levels of the fair value hierarchy.

Receivables and Payables
Interfund transactions are reflected as loans, services provided, reimbursements, or transfers. Loans between funds outstanding at the end of the fiscal year are referred to as either "due to other funds" or "due from other funds" (i.e., the current portion of interfund loans) or "advances" (i.e., the noncurrent portion of interfund loans). Any residual balances outstanding between governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances" and are not eliminated in the process of consolidation.

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

Services provided, deemed to be at market, or near market rates, are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide columnar presentation. All proprietary fund receivables are shown net of an allowance for uncollectibles. The City's allowance estimate is based on historical collection experience and a review of the current status of accounts receivable.

At September 30, 2024, the City considers all receivables collectible and accordingly does not have an allowance.

Property Taxes
The City’s ad valorem taxes are assessed by the Okaloosa County Property Appraiser and collected by the Okaloosa County Tax Collector in accordance with Florida Statutes. The City retains the right and duty to set millage rates. Property taxes are not recorded as receivables at September 30th because, though legally assessed as of January 1st, they are not due and payable until after the close of the current fiscal year. The following is the current property tax calendar:

Lien date	January 1, 2023
Levy date	November 1, 2023
Due date	March 31, 2024
Delinquency date	April 1, 2024

Discounts of 1% for each month taxes are paid prior to March 2024 are granted. Revenue recognition criteria for property taxes under GASB requires that only property taxes expected to be collected within 60 days of the current period be accrued. Property taxes which are uncollected as of the end of the fiscal year are generally immaterial in amount and highly susceptible to uncollectibility; therefore, they are not recorded as a receivable at the balance sheet date.

Capital Assets
Expenditures for capital assets acquired or constructed for general City purposes are reported in the governmental fund that financed the acquisition or construction. The capital assets acquired are reported at cost in the government-wide statement of net position but are not reported in the governmental fund financial statements. Assets are recorded at cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at their acquisition value at the date of donation. Donated capital assets received in a service concession arrangement are reported at acquisition value.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital assets are defined by the City as assets with an initial cost more than the following:

Land	All
Buildings and improvements	$10,000
Infrastructure	$10,000
Improvements - other	$10,000
Equipment	$10,000

Interest costs incurred during construction of general capital assets are not capitalized as part of the construction.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life is expensed as incurred.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Assets	**Years**
Buildings	20 - 50 years
Improvements other than buildings	10 - 50 years
Machinery, equipment and vehicles	5 -10 years
Infrastructure	20 - 40 years
Books, publications, etc.	5 -10 years

Compensated Absences
The policy of the City for sick and vacation leave, as originally adopted on August 1, 1988, and last amended November 2, 2020, is as follows:

Sick Leave
Sick leave is earned at the rate of one day per month for full-time employees and full-time probationary employees who have completed 30 days of service.

There is no limit to the amount of sick leave that an employee may accumulate. Upon separation of employment, all accrued sick leave is forfeited; therefore, sick pay benefits that have been earned are not accrued, but rather recorded as an expenditure when used by City employees.

Vacation Leave
All full-time employees, excluding those classified as temporary, are permitted to accumulate earned but unused annual vacation leave to their account after satisfactorily completing a probationary period. Upon approval, once an employee completes their probationary period, he/she may use vacation leave as accrued. An employee can accrue up to 240 hours of vacation leave. The employee can be paid for such leave upon separation, if he/she has successfully completed the probationary period.

An employee shall accrue vacation leave based upon the number of years the employee has worked for the City. All service must be continuous to be credited toward accumulated vacation leave.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Vacation leave is earned as follows:

Years of Employment	Days Accrued per Year
0 - 3 years	10
4 - 7 years	12
8 - 12 years	15
13 or more years	18

If there has been a break in service of 15 working days or more, the employee, upon reinstatement or reemployment, will begin earning annual leave as a new employee. Vacation leave is earned from the first of the month in which the employee begins work, if the starting date occurs between the first and fifteenth of the month. Employees beginning employment after the fifteenth will begin earning leave from the first day of the month following their employment.

Regular employees who resign or are terminated in good standing shall receive pay for their accrued and unused annual leave. Only a full calendar month of employment will be considered in computing vacation leave and will be based upon the employee's regular rate of pay at separation. At September 30, 2024, the City had $380,875 recorded as accumulated vacation leave.

Compensatory Leave
Compensatory leave is accrued at one hour for every hour worked in excess of 40 for the week. Following an initial probationary period, an employee can use accumulated compensatory time as accrued. The maximum number of hours of compensatory leave that can be carried over from one calendar year to the next is 160 hours. There is no limit (other than limitations as a result of the calendar year roll-over limitation) on the number of hours of accumulated compensatory leave to be paid out to employees who resign or are terminated in good standing. All compensatory leave is liquidated in the General Fund. At September 30, 2024, the City had $24,499 recorded as accumulated compensatory leave.

Liabilities
In the statement of net position, liabilities are classified as current and non-current. At September 30, 2024, the City had $1,096,320 in unearned revenue recorded under current liabilities. This amount includes $83,424 for fiscal year 2024 business licenses, $262,290 for sidewalk infrastructure costs not yet incurred, and $716,606 for the American Rescue Plan Act's State and Local Fiscal Recovery Funds received but not yet expended. These amounts have been received but have not yet been earned. They will be earned upon expenditure of a qualifying expense. If they are not expended for a qualifying expense then they must be returned.

Long-Term Obligations
In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary funds statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

The difference between the reacquisition price (new debt) and the net carrying value of the old debt creates a deferred gain/loss from advance refunding of debt. This difference is deferred and amortized as a component of interest expense using the bonds outstanding method over the shorter of the remaining life of the old debt or the life of the new debt. The deferred account is offset against the new liability.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In the fund financial statements, governmental fund types recognize bond premiums and discounts, gains/loss from refunding, as well as bond issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums and gains from refundings received on debt issuances are reported as other financing sources while discounts and losses from refundings on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Other Benefits
The Post-Employment Healthcare Benefits Plan is a single employer deferred benefit plan administered by the City. Former employees who retire from the City, and eligible dependents, may continue to participate in the City's plan for medical, and prescription drug coverage. Retirees are allowed to elect to continue with the Healthcare Benefits Plan and are required to contribute their premiums in full.

Deferred Outflows/Inflows of Resources
In addition to assets, the statement of net position includes a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. At September 30, 2024, the City had $46,652 recorded as deferred charge on refunding.

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. At September 30, 2024, the City had no deferred inflows.

Fund Balance
In the fund financial statements, governmental funds report equity as fund balance. The following is a description of the City's various fund balance accounts:

Nonspendable - Amounts that are not in a spendable form (prepaid insurance and advances to other funds, for example) or are legally or contractually required to be maintained intact.

Restricted - Amounts that are constrained by external parties constitutionally, or through enabling legislation. Effectively, restrictions may be changed or lifted only with the consent of the resource provider.

Committed - Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the government's highest level of decision-making authority which is the City Council. Commitments may be changed or lifted only by the government taking the same formal action (resolution) that imposed the constraint originally.

Assigned - Amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body (the City Council) or by an official or body (the City Manager) to whom the governing body delegates the authority. In governmental funds other than the General Fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund. At the end of each fiscal period the Council commits an amount of fund balance for encumbrances which represent outstanding purchase orders intended to be fulfilled.

Unassigned - The residual classification for the general fund and includes all amounts not contained in the other classifications. Unassigned also contains deficit fund balances for government funds other than the General Fund. Unassigned amounts are technically available for any other purpose.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Position
Net position in the government-wide financial statements is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents assets related to property, plant and equipment, net of any related debt. Restricted net position represents the net position restricted by external parties, constitutional provisions or enabling legislation.

Estimates
The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Budgetary Information
Budgets are adopted on a basis consistent with GAAP for the current fiscal year. For the year ended September 30, 2024, annual appropriated budgets were adopted by ordinance for all governmental funds. All appropriations lapse at year-end except for appropriations encumbered by purchase orders.

The City follows these procedures to establish the budgetary data reflected in the financial statements:

1. Prior to September 1st, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1st. The operating budget includes proposed expenditures and revenue sources. The City Council requires changes as deemed necessary, sets proposed millage rate, and establishes dates for tentative and final public budget hearings as prescribed by Florida Statutes.
2. Proposed budgets are advertised in a newspaper of general circulation in the City. Public hearings are conducted for the purpose of receiving input, responding to complaints, and providing reasons and explanations for intended actions to all citizens participating.
3. Prior to October 1st, the budgets for all governmental funds are legally enacted through passage of an ordinance. Budget amendments are periodically passed through resolutions during the fiscal year. Budgeted beginning fund balance in the accompanying financial statements reflects planned utilization of prior years' unassigned fund balance to the level required to accomplish current year objectives.
4. Budgetary control (the level which expenditures cannot legally exceed the appropriated amount) is maintained by the City Manager at the fund level and may be amended as necessary during the fiscal year.
5. Budgeted amounts reflected in the financial statements are originally adopted amounts as amended by the City Council or by City Manager in accordance with applicable City ordinances.
6. Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditures of resources are recorded in order to reserve that portion of the applicable appropriation, is employed in the governmental funds. Encumbrances outstanding at year-end are included in the reported components of fund balances and do not constitute expenditures or liabilities because the commitments will be appropriated and honored during the subsequent year.

NOTE 3 – DEPOSITS AND INVESTMENTS

The City's investments at September 30, 2024 consist of the following:

Investments - Governmental Funds	Maturity	Rating	Fair Value
U.S. Treasuries	12/15/24-05/15/34	Aaa	$ 5,595,225
Mortgage and asset backed securities	11/15/24-06/01/45	AA+ to AAA	8,627,805
Municipals	03/15/30-08/01/30	AA- to AAA	102,436
Investment grade corporate bonds	10/26/24-09/09/34	BBB+ to AA+	1,293,000
Total investments - governmental funds			$ 15,618,466

Investments - Pension Funds	Fair Value
American AMCAP Fund, Class A	$ 595,627
American US Gov Money Market Fund Class A	551,710
American Bond Fund of America, Class A	568,014
American Capital Income Building Fund Class A	1,328,178
Europacific Growth Fund Class A	1,022,418
American Intermediate Bond Fund of America Class A	576,892
American Investment Company of America Class A	2,430,831
American Short-Term Bond Fund of America Class A	292,307
Total investments - pension fund	$ 7,365,977

These investments are classified as Level 1.

Credit Risk
Section 218.415(17), Florida Statutes, limits investments to the State Board of Administration Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act as provided in Section 163.01, Florida Statutes; Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency; investments in interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes; and direct obligations of the United States Treasury. The City has established an investment policy in accordance with 218.415, Florida Statutes. The investment choices are listed in the City's policy and conform to the provisions of 218.415(16). The certificates of deposits are with a wide number of qualified public depositories to ensure they are all fully insured by the FDIC.

Interest Rate Risk
Section 218.415(17), Florida Statutes, limits investment maturities to provide sufficient liquidity to pay obligations as they come due. Although it has no formal policy, the City minimizes interest rate risk by structuring investments to mature to meet future operating cash requirements and maintains significant amounts of investments in short-term securities. The average portfolio maturity shall not be more than five years.

Custodial Credit Risk
For an investment, custodial credit risk is the risk that the City will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The City has no formal policy for custodial risk. At September 30, 2024, none of the investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributable to the quantity of the government's investment in a single issuer. Investments in single issuers that equal or exceed 5% of total investments have a reportable concentration of credit risk. The City does not have a formal policy that requires diversification of the portfolio with maximum limits per investment type. At September 30, 2024, the City held 36%, 17%, and 14% of its investment balance in U.S. Treasury notes, Freddie Mac, and Fannie Mae respectively.

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable at September 30, 2024 were as follows:

	Governmental Activities
Franchise fees	$ 245,628
Electric franchise fee (restricted)	90,406
Other	2,840
	$ 338,874

NOTE 5 – DUE FROM OTHER GOVERNMENTS

The amount due from other governments at September 30, 2024, were composed of the following:

	Governmental Activities
State of Florida:	
State Shared Taxes (1/2 Cent Sales Tax)	$ 142,950
FDEP Operating Grant Leonard Destin Park	45,329
FDOT Operating Grant for Median Maintenance via Ferrovial	3,302
FDOT Capital Grant to design Linear Trail Park	37,456
FDEP Operating Grant Vulnerability Assessment	34,000
Okaloosa County:	
Tourist Development Council - Beach Operations	91,676
Tourist Development Council - Interlocal Agreement (capital project grants)	9,204
Okaloosa Half Penny Surtax (shared tax)	190,682
	$ 554,599

NOTE 6 – INTERFUND RECEIVABLES, PAYABLES, ADVANCES AND TRANSFERS

The following is a summary of Interfund payables and receivables reported in the fund financial statements.

	Receivable	Payable
General Fund	$ 25,554	$ -
Capital Project Fund	-	25,554
	$ 25,554	$ 25,554

The General Fund advanced funds to the CRA Town Center Special Revenue Fund to make debt service payments and to the CRA Harbor Special Revenue Fund to purchase property in 2024.

	Advance From	Advance To
General Fund	$ 10,661,624	$ -
CRA Town Center Special Revenue Fund	-	2,161,624
CRA Harbor Special Revenue Fund	-	8,500,000
	$ 10,661,624	$ 10,661,624

All transfers are routine and are consistent with the activities of the funds making the transfer. The following presents the interfund transfers for the year ended September 30, 2024:

	Transfers In	Transfer Out
General Fund [1]	$ -	$ 5,229,613
CRA Town Center [2]	-	731,928
CRA Harbor [3]	-	482,835
Florida Building Code [4]	-	70,958
Other Special Revenue Funds [5]	171,778	353,648
2013 Debt Service Fund [6]	553,426	-
2014 Debt Service Fund [7]	731,928	-
2021 Debt Service Fund [8]	1,306,514	-
Capital Project Funds [9]	4,105,336	-
	$ 6,868,982	$ 6,868,982

(1) The General Fund transferred $4,150,336 to the Capital Project Funds, $553,426 to the 2013 Debt Service Fund, $470,031 to the 2021 Debt Service Fund, and $100,820 to the Technology Special Revenue Fund.

(2) The CRA Town Center Special Revenue Fund transferred $731,928 to the 2014 Debt Service Fund to meet debt service requirements.

(3) The CRA Harbor Special Revenue Fund transferred $482,835 to the 2021 Debt Service Fund to meet debt service requirements.

(4) The Florida Building Code fund transferred 10% of building permit revenue ($70,958) to the Technology Special Revenue Fund.

(5) The Okaloosa Half Penny Special Revenue Fund transferred $353,648 to the 2021 Debt Service Fund to meet debt service requirements. The Technology Special Revenue Fund received10% of permit and license fees in the amount of $171,778 ($70,958 from the Florida Building Code Fund and $100,820 from the General Fund).

(6) The 2013 Debt Service Fund received $553,426 from the General Fund to meet debt service requirements.

(7) The 2014 Debt Service Fund received $731,928 from the CRA Town Center Special Revenue Fund to meet debt service requirements.

NOTE 6 – INTERFUND RECEIVABLES, PAYABLES, ADVANCES AND TRANSFERS (CONTINUED)

(8) The 2021 Debt Service Fund received $1,306,514 from the General Fund ($470,031), the Okaloosa Half Penny Special Revenue Fund ($353,648), and the CRA Harbor Special Revenue Fund ($482,835) to meet debt service requirements.

(9) The Capital Projects Fund received $4,105,336 from the General Fund for capital projects.

NOTE 7 – CAPITAL ASSETS

Capital asset balances and activity for the year ended September 30, 2024 were as follows:

	Balance 09/30/2023	Additions	Deletions/ Reclassifications	Balance 09/30/2024
Governmental Activities				
Capital assets, not being depreciated:				
Land	$ 51,970,597	$ 9,028,088	$ 32,671,303	$ 93,669,988
Construction in progress	4,947,197	1,859,518	(483,298)	6,323,417
Total capital assets, not being depreciated	56,917,794	10,887,606	32,188,005	99,993,405
Capital assets, being depreciated				
Buildings	13,086,909	202,294	(87,520)	13,201,683
Improvements other than buildings	41,824,216	520,670	(2,057,410)	40,287,476
Infrastructure	87,974,822	2,953,570	(54,215,435)	36,712,957
Machinery, equipment, vehicles	6,896,057	1,032,693	(1,019,871)	6,908,879
Library media and art	994,101	57,661	(728,742)	323,020
Total capital assets, being depreciated	150,776,105	4,766,888	(58,108,978)	97,434,015
Less accumulated depreciation for:				
Buildings	(6,818,867)	(345,240)	85,238	(7,078,869)
Improvements other than buildings	(24,468,806)	(813,558)	1,368,964	(23,913,400)
Infrastructure	(32,054,414)	(1,311,338)	22,867,563	(10,498,189)
Machinery, equipment, vehicles	(3,687,505)	(610,637)	870,466	(3,427,676)
Library media and art	(853,161)	(48,846)	728,742	(173,265)
Total accumulated depreciation	(67,882,753)	(3,129,619)	25,920,973	(45,091,399)
Total capital assets, being depreciated, net	82,893,352	1,637,269	(32,188,005)	52,342,616
Governmental activities capital assets, net	$ 139,811,146	$ 12,524,875	$ -	$ 152,336,021

NOTE 7 – CAPITAL ASSETS (CONTINUED)

Depreciation expense for the year ended September 30, 2024 totaled $3,129,619 for governmental activities and was allocated to specific functions as follows:

FUNCTION	DEPRECIATION
General government	$ 191,472
Public safety	50,252
Physical environment	722,021
Transportation	1,324,178
Culture and recreation	841,696
Total	$ 3,129,619

NOTE 8 – CHANGES IN LONG-TERM DEBT

The following is a summary of changes in long-term debt of the City for the year ended September 30, 2024:

	Beginning Balance	Additions	Reductions	Termination	Ending Balance	Due Within One Year
Capital improvement refunding revenue note, series 2013	$ 3,857,733	$ -	$ (436,296)	$ -	$ 3,421,437	$ 448,687
Town center area redevelopment refunding revenue note, series 2014	8,057,786	-	(457,081)	-	7,600,705	472,896
Refunding revenue note, series 2021	7,104,000	-	(1,232,000)	-	5,872,000	1,236,000
TDC Advanced Funding Agreement, 2023	6,270,863	-	(750,000)	-	5,520,863	750,000
Financed purchases	239,042	121,461	(138,050)	(16,455)	205,998	38,888
	25,529,424	121,461	(3,013,427)	(16,455)	22,621,003	2,946,471
Compensated absences	336,722	236,901	(168,249)	-	405,374	184,460
Other post-employment benefits liability	195,507	30,322	(170,825)	-	55,004	-
	532,229	267,223	(339,074)	-	460,378	184,460
	$ 26,061,653	$ 388,684	$ (3,352,501)	$ (16,455)	$ 23,081,381	$ 3,130,931

Compensated absences and the other postemployment benefits liability are liquidated from the General Fund which pays over 95% of personnel expenditures. Financed purchases are paid out of the General Fund, Revenue Note Series 2013 is paid out of the 2013 Revenue Refunding Note Series Fund, the Notes Series 2014 is paid out of the 2014 Revenue Refunding Note Series Fund and the Note Series 2021 is paid out of the 2021 Revenue Refunding Note Series Fund. The Advanced Funding Agreement is paid out of the 2023 Advanced Funding Agreement Fund.

NOTE 9 – NOTES PAYABLE

Capital Improvement Refunding Revenue Note, Series 2013
Effective August 26, 2013, the City closed on a $7,610,000 note payable with STI Institutional & Government, Inc. Interest payments are due semiannually on February 1 and August 1. The note carries an interest rate of 3.04%. The final payment is due on August 1, 2031.

The Capital Improvement Revenue Note, Series 2013 ordinance provides for:

A. Refunding certain outstanding debt of the City
   The net proceeds of the Series 2013 revenue note were used to refund the Capital Improvement Revenue Bonds, Series 2002.

NOTE 9 – NOTES PAYABLE (CONTINUED)

B. Pledging the pledged funds to secure payment
The communication service tax and the half-cent sales tax were both pledged to secure payment of the principal and interest.

C. Making certain other covenants and agreements in connection therewith
The City pledged to appropriate and budget adequate funds each year to make agreed-upon payments to the lender. The City deposits one-sixth (1/6) of interest coming due and one-twelfth (1/12) of principal coming due in a debt service fund bank account. The City covenants that in the case additional parity obligations are issued, the amount of pledged revenues will not be less than 1.4 of the maximum bond service requirements coming due. This ratio was 4.84 as of September 30, 2024.

Town Center Area Redevelopment Refunding Revenue Note, Series 2014
Effective March 11, 2014, the City closed on a $11,871,000 note payable with Compass Mortgage Corporation (BBVA). BBVA was acquired by PNC Bank in 2021. Interest payments are due semiannually on December 1 and June 1 with principal payments due on June 1. The note carries an interest rate of 3.41%. In June 2015, the note was refinanced to extend the repayment period by ten years. The final payment is due on June 1, 2037.

The Town Center Area Redevelopment Refunding Revenue Note, Series 2014 ordinance provides for:

A. Refunding certain outstanding obligations of the Community Redevelopment Agency of the City of Destin
The net proceeds of the Series 2014 revenue note were used to refund the Town Center Area Redevelopment Revenue Bonds Series 2005.

B. Pledging the pledged funds to secure payment
The City covenants to budget and appropriate non-ad valorem revenues to pay principal and interest. Although non-ad valorem revenues are pledged, the City is using the Town Center CRA's ad valorem tax increment revenues to make the actual payments.

Non-Ad Valorem Refunding Revenue Note, Series 2021
Effective May 21, 2021, the City closed on a $9,905,000 note payable with Key Government Finance, Inc. Interest and principal payments are made monthly. The note carries an interest rate of 1.139% and the final payment is due March 15, 2029.

The Non-Ad Valorem Refunding Revenue Note Series 2021 ordinance provides for:

A. Financing the Acquisition of Certain Real Property within the City to be Used to Expand Public Beach Access
The 2021 series included $2,819,000 of new debt to assist in the acquisition of two parcels of land in the Crystal Beach area that will be used to expand public beach access. Council has committed Okaloosa Half Penny local discretionary infrastructure surtax funds to increasing public beach access, and these funds will be used to repay this portion of the debt.

B. Refunding certain debt obligations
The 2021 series refunded the Non-Ad Valorem Refunding Revenue Note, Series 2015A which was paying 2.71% and was scheduled to mature November 1, 2029 ($3,489,000), and the Harbor CRA Second Replacement, Series 2009 Note, As Restructured September 19, 2015 which was paying 2.84% and was scheduled to mature July 31, 2029 ($3,597,000).

C. Pledging certain funds to secure payment
This note is secured by the City's covenant to budget and appropriate Non-Ad Valorem Revenues and is subject to an anti-dilution test. The anti-dilution test states that net available non-ad valorem revenues should be maintained at 1.25 or higher of maximum annual debt service. This ratio was recalculated upon issuance of the 2023 Advanced Funding Agreement with Okaloosa County as 5.96 as of September 30, 2023.

NOTE 9 – NOTES PAYABLE (CONTINUED)

Okaloosa Tourism Development Council Advanced Funding Agreement 2023
In November 2022, the City closed on a property at Tarpon Beach. The Okaloosa Tourism Development Council paid the City's half of the acquisition and closing costs of $7,020,863. In accordance with the Beach Acquisition interlocal agreement between the City of Destin and Okaloosa County amended and restated on 12/27/2022, the City shall repay this loan at the rate of $750,000 per year until paid in full. The loan carries an interest rate of 0.0% and the final payment is due September 2032.

The advanced funding portion of this agreement provides for:

A. Financing the Acquisition of Certain Real Property within the City to be Used to Expand Public Beach Access
The 2023 loan is to assist in the acquisition of parcels of land at Tarpon Beach that will be used to expand public beach access.

B. Pledging certain funds to secure payment
This note is secured by Tourism Development taxes collected by Okaloosa County and approved for distribution to municipalities in accordance with an interlocal agreement. Okaloosa County borrowed from the beach renourishment reserves to provide this loan. In the event the County finds the urgent need to borrow from a commercial lender to accomplish urgent beach renourishment, the interest rate paid by the City will increase from 0% to cover the interest paid by the County to the lender.

Principal and interest amounts due on notes payable are as follows:

Year ending September 30,			
TDC Advanced Funding Agreement, 2023			
	Principal	**Interest**	**Total**
2025	$ 750,000	$ -	$ 750,000
2026	750,000	-	750,000
2027	750,000	-	750,000
2028	750,000	-	750,000
2029	750,000	-	750,000
2030-2034	1,770,863	-	1,770,863
2035-2037	-	-	-
Subtotal	$5,520,863	$ -	$ 5,520,863

Year ending September 30,			
Non-Ad Valorem Refunding Revenue Note, Series 2021			
	Principal	**Interest**	**Total**
2025	$ 1,236,000	$ 60,482	$ 1,296,482
2026	1,259,000	46,259	1,305,259
2027	1,267,000	31,886	1,298,886
2028	1,284,000	17,415	1,301,415
2029	826,000	2,754	828,754
2030-2034	-	-	-
2035-2037	-	-	-
Subtotal	$ 5,872,000	$ 158,796	$ 6,030,796

NOTE 9 – NOTES PAYABLE (CONTINUED)

Year ending September 30,			
Town Center Redevelopment Refunding Revenue Note, Series 2014			
	Principal	**Interest**	**Total**
2025	$ 472,896	$ 259,184	$ 732,080
2026	489,258	243,058	732,316
2027	506,186	226,375	732,561
2028	523,700	209,114	732,814
2029	541,819	191,255	733,074
2030-2034	3,003,610	666,015	3,669,625
2035-2037	2,063,236	142,308	2,205,544
Subtotal	$ 7,600,705	$ 1,937,309	$ 9,538,014

Year ending September 30,			
Capital Improvement Refunding Revenue Note, Series 2013			
	Principal	**Interest**	**Total**
2025	$ 448,687	$ 104,012	$ 552,699
2026	461,429	90,372	551,801
2027	474,534	76,344	550,878
2028	488,012	61,918	549,930
2029	501,870	47,083	548,953
2030-2034	1,046,905	47,962	1,094,867
2035-2037	-	-	-
Subtotal	$ 3,421,437	$ 427,691	$ 3,849,128

GRAND TOTAL

	Principal	**Interest**	**Total**
2025	$ 2,907,583	$ 423,678	$ 3,331,261
2026	2,959,687	379,689	3,339,376
2027	2,997,720	334,605	3,332,325
2028	3,045,712	288,447	3,334,159
2029	2,619,689	241,092	2,860,781
2030-2034	5,821,378	713,977	6,535,355
2035-2037	2,063,236	142,308	2,205,544
Subtotal	$ 22,415,005	$ 2,523,796	$ 24,938,801

NOTE 10 – FINANCED PURCHASE AGREEMENTS

In July 2021, the City entered into an agreement for land adjacent to City Hall as sporting fields (Morgans Sports Center). In August 2022, the agreement was extended to September 2042 and the annual payments were decreased. In September 2024, the agreement was extended to 2054. The present value of the future minimum payments was revised in fiscal year 2024 to $145,540. As there is no explicit rate in the contract, the present value was calculated using the City's Weighted Average Cost of Capital (WACC) at fiscal year end 2023 of 2.55%.

In July 2022, the City entered into an agreement to use Tyler SaaS and ERP system to include an enterprise asset management system for a minimum of three years. The remaining present value of the future minimum payments was recorded in the amount of $313,978. As there is no explicit rate in the contract, the present value was calculated using the City's WACC of 3.08%.

In June 2023, the City entered into an agreement to lease eight copy machines over 24 months, July 2023 to June 2025. The agreement was recorded at the present value of the future minimum payments $29,683, as of the inception date. As there is no explicit rate in the contract, the present value was calculated using the City's WACC of 3.08%.

In June 2024, the City entered into an agreement with UKG of Kronos Inc for certain UKG timekeeping modules and related equipment. The initial term is for three years, June 2024 to May 2027. As there is no explicit rate in the contract, the present value was calculated using the City's WACC at fiscal year end 2024 of 2.49%.

Principal and interest amounts due on are as follows:

Year ending September 30,	Principal	Interest	Total
2025	$ 38,888	$ 5,080	$ 43,968
2026	28,231	4,246	32,477
2027	3,459	3,541	7,000
2028	3,547	3,453	7,000
2029	3,637	3,363	7,000
2030-2034	19,626	15,374	35,000
2035-2039	22,259	12,741	35,000
2040-2044	25,245	9,755	35,000
2045-2049	28,632	6,368	35,000
2050-2054	32,474	2,526	35,000
Total	$ 205,998	$ 66,447	$ 202,445

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS

Plan Description

The Plan is a single employer defined benefit plan administered by the City. Pursuant to the provisions of Section 112.0801, Florida Statutes, former employees who retire from the City, and eligible dependents, may continue to participate in the City's health and hospitalization plan for medical, and prescription drug coverage. The City implicitly subsidizes the premium rates paid by retirees by allowing them to participate in the plan at blended group premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the plan on average than those of active employees. The City does not offer any explicit subsidies for retiree coverage. Retirees are required to enroll in the Federal Medicare program for their primary coverage as soon as they are eligible.

The rates paid by the retirees eligible for Medicare are reduced by the Medicare premium. The Plan does not issue a stand-alone report, and it is not included in the report of a Public Employee Retirement System or another entity.

Funding Policy

Contribution requirements of the City and plan members are established and may be amended through action from the City Council. The City has not advance-funded or established a funding methodology for the annual Other Post-Employment Benefit (OPEB) costs or the net OPEB obligation, and the Plan is financed on a pay-as-you-go basis from primarily the General Fund. No assets are being accumulated in a GASB-compliant trust. For the fiscal year ended September 30, 2024, no retirees received post-employment health care benefits.

Employees covered by benefit terms

At September 30, 2023, the following employes were covered by the benefit terms:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	-
Inactive Plan Members or Entitled to But Not Yet Receiving Benefits	-
Active Plan Members	82
	85

Total OPEB Liability

The City's total OPEB liability of $55,004 was measured as of September 30, 2024 and was determined by an actuarial valuation as of September 30, 2023.

Actuarial Assumptions and Other Inputs

The total OPEB liability was determined by an actuarial valuation as of September 30, 2023, updated to September 30, 2024, using the following actuarial assumptions:

Inflation	2.50%
Salary increases	2.50%
Discount rate	4.06%
Initial trend rate	7.50%
Ultimate trend rate	4.00%
Years to ultimate	51

Mortality rates were based on the PubG-2010 Mortality Tables projected to the valuation date using Scale MP-2019.

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

Changes in the Total OPEB Liability

Total OPEB liability as of September 30, 2023	$	195,507
Changes for the year:		
Service cost		21,987
Interest		8,335
Differences between expected and actual experience		(41,718)
Changes of assumptions		(119,708)
Benefit payments		(9,399)
Total changes		(140,503)
Total OPEB liability as of September 30, 2024	$	55,004

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate
The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1- percentage-point higher than the current discount rate:

	1% Decrease (3.06%)	Current Discount Rate (4.06%)	1% Increase (5.06%)
Total OPEB liability	$ 61,186	$ 55,004	$ 49,775

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Costs Trend Rates
The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage point lower or 1-percentage point higher than the current healthcare cost trend rate:

	1% Decrease (3.00% - 6.00%)	Current Discount Rate (4.00% - 7.00%)	1% Increase (5.00% - 8.00%)
Total OPEB liability	$ 48,654	$ 55,004	$ 62,687

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB
For the year ended September 30, 2024, the City recognized OPEB expense of ($127,154). At September 30, 2024, the City did not report deferred outflows of resources or deferred inflows of resources related to OPEB due to using the alternative measurement method. Additionally, since the measurement date was the same as the City's fiscal year, there are no contributions subsequent to the measurement date to report.

NOTE 12 – RETIREMENT PLANS

Deferred Compensation Plan
The City offers employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan is a tax-deferred supplemental retirement program that allows City employees to contribute a portion of their salary before federal income taxes to a retirement account. The assets are held in trust for the employee's benefit. The plan participants, individually, select and make changes in funding options made available by the independent plan administrator. Since plan participants select the investment fund or funds in which their deferred compensation accounts are invested, the City has no liability for investment losses. The City's fiduciary responsibility is to administer the plan properly and to assure the investment alternatives made available are reasonable.

NOTE 12 – RETIREMENT PLANS (CONTINUED)

In accordance with generally accepted accounting principles, the assets and liabilities of the plan are not reflected in the City's financial statements since the City has no fiduciary responsibilities, other than administrative, in connection with the Plan.

Employee Thrift Plan
The City established the City of Destin Employee Thrift Plan on May 1, 1987, a defined contribution plan, made available to all City employees who have attained the age of eighteen, in accordance with Internal Revenue Service Code, Section 401(a) and 501(a) as amended from time to time. The plan is administered by the City. Employees make no contributions to this plan. The City's contribution to the Plan is 7.5% of the participant's compensation for the plan year. If an employee contributes to the Deferred Compensation Plan, the City will also match the first 5% of the employee's contribution with an additional Thrift Plan contribution.

Participants vest 20% in the City's matching contribution after three years of continuous service and continue to vest at 20% per year until fully vested after seven years of continuous service. Participants are fully vested in the City's annual 7.5% non-matching contribution after 1,000 hours of service. The Plan does not issue separately audited financial statements.

Each participant's account is credited with the City's contribution and plan earnings, and charged with an allocation of administrative expenses. Allocations are based on participant earnings or account balances, as defined. The benefit to which a participant is entitled is the benefit that can be provided from the participant's vested account.

The City made all required contributions of $667,643 during the fiscal year ended September 30, 2024. The contributions represent 10.34% of current year covered employee payroll of $6,457,343.

NOTE 13 – COMMITMENTS AND CONTINGENCIES

Grants
Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the State of Florida. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the City expects such amount, if any, to be immaterial.

Litigation and Other Matters
The City is the defendant in various claims, generally concerning development issues. In the opinion of management, any future costs associated with these claims will not have a significant adverse effect on the accompanying financial statements, and accordingly, no provision for losses has been recorded.

Risk Management
The City purchases insurance coverage through commercial insurance carriers to cover liability, workers' compensation, automobile, personal property, marine equipment and crime/fidelity risks. The City's liability and workers' compensation policies are retrospective policies that require adjusted premium calculations following the end of the policy period; however, the City does not retain any risk of loss through these coverages. All policies have been maintained for several years without reductions in coverage. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

NOTE 13 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

Remedies for Default

As part of notes payable and financed purchases there are terms in such agreements that state if the City were to default on such agreements that all payments are to become current and equipment from leases are to be returned to the lessor.

NOTE 14 – FUND BALANCE CONSTRAINTS

The constraints on fund balance as listed in aggregate in the balance sheet for governmental funds are detailed according to balance classification and fund as follows:

Fund Balance	General Fund	CRA Town Center	Okaloosa Half-Penny	Capital Project Fund	CRA Harbor District	Florida Building Code	Technology	Parking	Water Quality	2013 Refunding Revenue Note	2014 Refunding Revenue Note	2021 Refunding Revenue Note	Total Governmental Funds
Nonspendable:													
Interfund advance	$ 10,661,624	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,661,624
Prepaids and deposits	11,158	-	-	-	-	-	-	-	-	-	-	-	11,158
Restricted for:													
Impact fees: park, traffic, library, and police	-	-	-	4,590,224	-	-	-	-	-	-	-	-	4,590,224
Other agreements: NPEB, stormwater, undergrounding, gas tax#2; grants	-	-	-	986,997	-	-	-	-	352,166	-	-	-	1,339,163
Debt service	-	-	-	-	-	-	-	-	-	102,400	258,085	2,168	362,653
CRA Town Center	-	210,970	-	-	-	-	-	-	-	-	-	-	210,970
Florida building code enforcement	-	-	-	-	-	202,698	-	-	-	-	-	-	202,698
Committed for:													
Emergency operations	4,819,181	-	-	-	-	-	-	-	-	-	-	-	4,819,181
Debt service	3,341,938	-	-	-	-	-	-	-	-	-	-	-	3,341,938
Emergency maintenance	4,819,181	-	-	-	-	-	-	-	-	-	-	-	4,819,181
Infrastructure surtax	-	-	7,060,157	-	-	-	-	-	-	-	-	-	7,060,157
Renewal and replacement	-	-	-	2,449,192	-	-	-	-	-	-	-	-	2,449,192
Parking	-	-	-	-	-	-	-	1,836,116	-	-	-	-	1,836,116
Technology	-	-	-	-	-	-	596,035	-	-	-	-	-	596,035
Encumbrances - capital outlay	581,768	-	-	-	-	-	-	-	-	-	-	-	581,768
Unassigned:	9,672,434	-	-	-	(7,830,559)	-	-	-	-	-	-	-	1,841,875
Total fund balance	$ 33,907,284	$ 210,970	$ 7,060,157	$ 8,026,413	$ (7,830,559)	$ 202,698	$ 596,035	$ 1,836,116	$ 352,166	$ 102,400	$ 258,085	$ 2,168	$ 44,723,933

NOTE 15 – SUBSEQUENT EVENT

The City has evaluated all subsequent events through February 20, 2025 the date the financial statements were available to be issued.

On November 4, 2024, the City issued a non-ad valorem revenue note, series 2024 in the principal amount of $25,000,000 bearing interest at 3.48% for the purpose of financing various capital improvement projects in the City including the acquisition of certain land for the purpose of providing public park facilities located at One Harbor Blvd, construction of the cross-town connector roadway and undergrounding overhead utilities.

REQUIRED SUPPLEMENTARY INFORMATION

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CITY OF DESTIN, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB LIABILITY
AND RELATED RATIOS

Reporting period ending	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Service cost	$ 21,987	$ 21,219	$ 22,546	$ 19,941	$ 20,778	$ 15,893	$ 16,440
Interest	8,335	9,229	4,456	4,130	6,900	6,085	5,024
Differences between expected and actual experience	(41,718)	-	(22,688)	-	20,020	-	-
Changes of assumptions	(119,708)	(1,739)	(5,775)	(5,158)	(18,085)	8,106	(6,810)
Benefit payments	(9,399)	(10,817)	(8,796)	(8,085)	(8,916)	(6,805)	(6,272)
Net change in total OPEB liability	(140,503)	17,892	(10,257)	10,828	20,697	23,279	8,382
Total OPEB liability - beginning	195,507	177,615	187,872	177,044	156,347	133,068	124,686
Total OPEB liability - ending	$ 55,004	$ 195,507	$ 177,615	$ 187,872	$ 177,044	$ 156,347	$ 133,068
Covered-employee payroll	$ 5,166,172	$ 4,643,128	$ 4,529,881	$ 2,899,114	$ 2,828,403	$ 2,873,422	$ 2,803,339
Total OPEB liability as a percentage of covered-employee payroll	1.06%	4.21%	3.92%	6.48%	6.26%	5.44%	4.75%

Notes to the Schedule:

Changes of assumptions - Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following rates are used in each period:

2024	2023	2022	2021	2020	2019	2018
4.06%	4.87%	4.77%	2.43%	2.14%	3.58%	4.18%

The schedule will present 10 years of information once it is accumulated.
There are no assets being accumulated in a trust to pay related benefits for the OPEB plan.

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COMBINING AND INDIVIDUAL NONMAJOR FUND FINANCIAL STATEMENTS

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CITY OF DESTIN, FLORIDA

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Special Revenue Funds				Debt Service Funds				
	Florida Building Code Fund	Technology Fund	Parking Fund	Water Quality Fund	2013 Revenue Refunding Note Series Fund	2014 Revenue Refunding Note Series Fund	2021 Revenue Refunding Note Series Fund	2023 TDC Advance Fund	Total Nonmajor Governmental Funds
Assets									
Cash and cash equivalents	$ -	$ 596,035	$ 1,837,830	$ -	$ -	$ -	$ -	$ -	$ 2,433,865
Restricted cash and cash equivalents	234,561	-	-	352,166	102,400	258,085	2,168	-	949,380
Total assets	$ 234,561	$ 596,035	$ 1,837,830	$ 352,166	$ 102,400	$ 258,085	$ 2,168	$ -	$ 3,383,245
Liabilities and fund balances									
Liabilities									
Accounts payable	$ 2,091	$ -	$ 1,714	$ -	$ -	$ -	$ -	$ -	$ 3,805
Accrued liabilities	29,772	-	-	-	-	-	-	-	29,772
Total liabilities	31,863	-	1,714	-	-	-	-	-	33,577
Fund balances									
Restricted	202,698	-	-	352,166	102,400	258,085	2,168	-	917,517
Committed	-	596,035	1,836,116	-	-	-	-	-	2,432,151
Total fund balances	202,698	596,035	1,836,116	352,166	102,400	258,085	2,168	-	3,349,668
Total liabilities and fund balances	$ 234,561	$ 596,035	$ 1,837,830	$ 352,166	$ 102,400	$ 258,085	$ 2,168	$ -	$ 3,383,245

CITY OF DESTIN, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Special Revenue Funds				Debt Service Funds				
	Florida Building Code Fund	Technology Fund	Parking Fund	Water Quality Fund	2013 Revenue Refunding Note Series Fund	2014 Revenue Refunding Note Series Fund	2021 Revenue Refunding Note Series Fund	2023 TDC Advance Fund	Total Nonmajor Governmental Funds
Revenues									
Licenses and permits	$ 956,189	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 956,189
Intergovernmental revenue	-	-	-	-	-	-	-	750,000	750,000
Charges for services	-	-	898,454	122,967	-	-	-	-	1,021,421
Fines and forfeitures	38,050	-	-	-	-	-	-	-	38,050
Investment income	9,058	18,253	44,724	14,492	8,560	10,577	1,435	-	107,099
Total revenues	1,003,297	18,253	943,178	137,459	8,560	10,577	1,435	750,000	2,872,759
Expenditures									
Current									
General government	-	-	-	-	2	3	74	-	79
Public safety	1,015,151	36,343	-	-	-	-	-	-	1,051,494
Physical environment	-	-	-	11,998	-	-	-	-	11,998
Transportation	-	-	77,046	20,580	-	-	-	-	97,626
Capital Outlay	56,750	-	60,873	147,438	-	-	-	-	265,061
Debt Service									
Principal retirement	-	-	-	-	436,296	457,081	1,232,000	750,000	2,875,377
Interest	-	-	-	-	117,275	274,771	74,514	-	466,560
Total expenditures	1,071,901	36,343	137,919	180,016	553,573	731,855	1,306,588	750,000	4,768,195
Excess (deficiency) of revenues over (under) expenditures	(68,604)	(18,090)	805,259	(42,557)	(545,013)	(721,278)	(1,305,153)	-	(1,895,436)
Other Financing Sources (Uses)									
Transfers in	-	171,778	-	-	553,426	731,928	1,306,514	-	2,763,646
Transfers out	(70,958)	-	-	-	-	-	-	-	(70,958)
Total other financing sources (uses)	(70,958)	171,778	-	-	553,426	731,928	1,306,514	-	2,692,688
Net change in fund balance	(139,562)	153,688	805,259	(42,557)	8,413	10,650	1,361	-	797,252
Fund balances, beginning	342,260	442,347	1,030,857	394,723	93,987	247,435	807	-	2,552,416
Fund balances, ending	$ 202,698	$ 596,035	$ 1,836,116	$ 352,166	$ 102,400	$ 258,085	$ 2,168	$ -	$ 3,349,668

CITY OF DESTIN, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL FLORIDA BUILDING CODE FUND FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Licenses and permits	$ 1,021,700	$ 1,021,700	$ 956,189	$ (65,511)
Fines and forfeitures	240	240	38,050	37,810
Investment earnings	130	130	9,058	8,928
Total revenues	1,022,070	1,022,070	1,003,297	(18,773)
Expenditures				
Current				
Public safety	1,260,424	1,257,238	1,015,151	242,087
Capital outlay	116,000	116,000	56,750	59,250
Total expenditures	1,376,424	1,373,238	1,071,901	301,337
Deficiency of revenues (under) expenditures	(354,354)	(351,168)	(68,604)	282,564
Other financing (uses)				
Transfers out	(98,671)	(98,671)	(70,958)	27,713
Total other financing (uses)	(98,671)	(98,671)	(70,958)	27,713
Change in fund balance	(453,025)	(449,839)	(139,562)	310,277
Fund balance, beginning of year	342,260	342,260	342,260	-
Fund balance, end of year	$ (110,765)	$ (107,579)	$ 202,698	$ 310,277

CITY OF DESTIN, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL TECHNOLOGY FUND FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Investment earnings	$ 420	$ 420	$ 18,253	$ 17,833
Total revenues	420	420	18,253	17,833
Expenditures				
Current				
Public safety	50,000	120,000	36,343	83,657
Capital outlay	85,000	15,000	-	15,000
Total expenditures	135,000	135,000	36,343	98,657
Deficiency of revenues under expenditures	(134,580)	(134,580)	(18,090)	116,490
Other financing sources				
Transfers in	213,395	213,395	171,778	(41,617)
Total other financing sources	213,395	213,395	171,778	(41,617)
Change in fund balance	78,815	78,815	153,688	74,873
Fund balance, beginning of year	442,347	442,347	442,347	-
Fund balance, end of year	$ 521,162	$ 521,162	$ 596,035	$ 74,873

CITY OF DESTIN, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
PARKING FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Charges for services	$ 579,740	$ 579,740	$ 898,454	$ 318,714
Investment earnings	440	440	44,724	44,284
Total revenues	580,180	580,180	943,178	362,998
Expenditures				
Current				
Transportation	158,807	158,807	77,046	81,761
Capital outlay	525,000	585,340	60,873	524,467
Total expenditures	683,807	744,147	137,919	606,228
Change in fund balance	(103,627)	(163,967)	805,259	969,226
Fund balance, beginning of year	1,030,857	1,030,857	1,030,857	-
Fund balance, end of year	$ 927,230	$ 866,890	$ 1,836,116	$ 969,226

CITY OF DESTIN, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL WATER QUALITY FUND FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Charges for services	$ 49,160	$ 49,160	$ 122,967	$ 73,807
Investment earnings	320	320	14,492	14,172
Total revenues	49,480	49,480	137,459	87,979
Expenditures				
Current				
Physical environment	135,000	135,000	11,998	123,002
Transportation			20,580	(20,580)
Capital outlay	-	147,438	147,438	-
Total expenditures	135,000	282,438	180,016	102,422
Change in fund balance	(85,520)	(232,958)	(42,557)	190,401
Fund balance, beginning of year	394,723	394,723	394,723	-
Fund balance, end of year	$ 309,203	$ 161,765	$ 352,166	$ 190,401

CITY OF DESTIN, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
2023 TDC ADVANCE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Intergovernmental revenues	$ 750,000	$ 750,000	$ 750,000	$ -
Total revenues	750,000	750,000	750,000	-
Expenditures				
Debt service				
Principal retirement	750,000	750,000	750,000	-
Total expenditures	750,000	750,000	750,000	-
Change in fund balance	-	-	-	-
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	$ -	$ -	$ -	$ -

The accompanying notes to financial statements are an integral part of this statement.

CITY OF DESTIN, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
2013 REVENUE REFUNDING NOTE SERIES FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Investment earnings	$ 250	$ 250	$ 8,560	$ 8,310
Total revenues	250	250	8,560	8,310
Expenditures				
Current				
General government	-	3	2	1
Debt service				
Principal retirement	436,296	436,296	436,296	-
Interest	117,275	117,275	117,275	-
Total expenditures	553,571	553,574	553,573	1
Deficiency of revenues under expenditures	(553,321)	(553,324)	(545,013)	8,311
Other financing sources				
Transfers in	553,571	553,571	553,426	(145)
Total other financing sources	553,571	553,571	553,426	(145)
Change in fund balance	250	247	8,413	8,166
Fund balance, beginning of year	93,987	93,987	93,987	-
Fund balance, end of year	$ 94,237	$ 94,234	$ 102,400	$ 8,166

CITY OF DESTIN, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL 2014 REVENUE REFUNDING NOTE SERIES FUND FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Investment earnings	$ 300	$ 300	$ 10,577	$ 10,277
Total revenues	300	300	10,577	10,277
Expenditures				
Current				
General government	-	3	3	-
Debt service				
Principal retirement	457,081	457,081	457,081	-
Interest	274,771	274,771	274,771	-
Total expenditures	731,852	731,855	731,855	-
Deficiency of revenues under expenditures	(731,552)	(731,555)	(721,278)	10,277
Other financing sources				
Transfers in	731,852	731,852	731,928	76
Total other financing sources	731,852	731,852	731,928	76
Change in fund balance	300	297	10,650	10,353
Fund balance, beginning of year	247,435	247,435	247,435	-
Fund balance, end of year	$ 247,735	$ 247,732	$ 258,085	$ 10,353

CITY OF DESTIN, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
2021 REVENUE REFUNDING NOTE SERIES FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Investment earnings	$ 40	$ 40	$ 1,435	$ 1,395
Total revenues	40	40	1,435	1,395
Expenditures				
Current				
General government	-	75	74	1
Debt service				
Principal retirement	1,232,000	1,232,000	1,232,000	-
Interest	74,514	74,514	74,514	-
Total expenditures	1,306,514	1,306,589	1,306,588	1
Deficiency of revenues under expenditures	(1,306,474)	(1,306,549)	(1,305,153)	1,396
Other financing sources				
Transfers in	1,306,514	1,306,515	1,306,514	(1)
Total other financing sources	1,306,514	1,306,515	1,306,514	(1)
Change in fund balance	40	(34)	1,361	1,395
Fund balance, beginning of year	807	807	807	-
Fund balance, end of year	$ 847	$ 773	$ 2,168	$ 1,395

CITY OF DESTIN, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL CAPITAL PROJECTS FUND FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Taxes	$ 267,012	$ 267,012	$ 234,112	$ (32,900)
Licenses and permits	1,020,760	1,020,760	907,658	(113,102)
Impact fees	105,500	105,500	171,129	65,629
Intergovernmental revenues	9,410,050	9,618,741	687,600	(8,931,141)
Investment earnings	7,730	7,730	282,681	274,951
Contributions	-	-	81,000	81,000
Miscellaneous revenues	-	-	9,017	9,017
Total revenues	10,811,052	11,019,743	2,373,197	(8,646,546)
Expenditures				
Current				
General government	-	54	49	(5)
Public safety	-	121,180	47,074	(74,106)
Transportation	-	4,159	4,158	(1)
Capital outlay	37,069,020	38,097,049	5,705,189	(32,391,860)
Debt Service				
Principal retirement	-	96,889	96,889	-
Interest	-	3,491	3,491	-
Total expenditures	37,069,020	38,322,822	5,856,850	(32,465,972)
Deficiency of revenues under expenditures	(26,257,968)	(27,303,079)	(3,483,653)	(23,819,426)
Other financing sources (uses)				
Transfers in	21,963,507	22,032,462	4,105,336	(17,927,126)
Transfers out	(499,817)	(499,817)	-	499,817
Total other financing sources (uses)	21,463,690	21,532,645	4,105,336	(17,427,309)
Change in fund balance	(4,794,278)	(5,770,434)	621,683	6,392,117
Fund balance, beginning of year	7,404,730	7,404,730	7,404,730	-
Fund balance, end of year	$ 2,610,452	$ 1,634,296	$ 8,026,413	$ 6,392,117

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STATISTICAL SECTION

This part of the City of Destin, Florida's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, required supplementary information, and supplementary information says about the City's overall financial health.

Contents **Page**

Financial Trends **68-74**
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity **75-78**
These schedules contain information to help the reader assess the City's most significant local revenue sources.

Debt Capacity **79-81**
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information ..... **82 and 83**
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information **84-87**
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the City's financial reports for the relevant year.

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Net Position by Component - Last Ten Years
(Unaudited)

Fiscal Year	Net investment in Capital Assets	Restricted	Unrestricted	Total Net Position
2024	$ 129,525,200	$ 6,705,708	$ 37,687,800	$ 173,918,708
2023	114,141,436	9,013,429	38,347,052	161,501,917
2022	100,905,387	5,073,775	33,510,788	139,489,950
2021	98,289,498	3,852,330	29,063,467	131,205,295
2020	91,184,514	3,891,401	25,247,364	120,323,279
2019	88,840,831	2,661,941	21,378,238	112,881,010
2018	89,128,737	2,570,097	17,831,698	109,530,532
2017	90,119,716	2,075,871	14,559,323	106,754,910
2016	88,760,939	1,488,351	14,101,586	104,350,876
2015	88,804,998	735,737	13,208,165	102,748,900

Source: City Finance Department.

Changes in Net Position - Last Ten Years
(Unaudited)

	Fiscal Year				
	2024	**2023**	**2022**	**2021**	**2020**
Expenses					
General government	$ 4,415,633	$ 3,604,493	$ 3,882,608	$ 3,583,345	$ 4,028,182
Public safety	5,222,285	4,441,808	3,960,949	3,756,665	3,623,935
Physical environment	1,093,567	996,593	1,180,082	646,171	670,079
Transportation	3,295,759	3,587,231	3,377,216	2,739,207	2,866,166
Economic environment	178,185	244,282	129,780	1,141,935	1,152,796
Human services	74,829	53,466	51,604	64,531	63,494
Culture and recreation	5,122,449	4,589,126	4,081,335	3,476,834	2,702,912
Debt service interest	467,439	513,582	550,710	637,571	752,073
Total expenses	19,870,146	18,030,581	17,214,284	16,046,259	15,859,637
Program revenue					
Charges for services					
General government	18,471	82,119	295,011	64,090	601
Public safety	2,059,874	2,047,595	1,904,763	1,793,926	1,555,942
Physical environment	170,798	82,338	27,474	50,965	23,443
Transportation	977,736	835,138	500,972	505,182	178,174
Culture and recreation	577,336	517,023	465,659	347,454	331,925
Operating grants and contributions	838,462	871,096	775,474	646,998	2,082,880
Capital grants and contributions	1,530,600	12,440,237	2,496,372	5,192,296	197,999
Total program revenue	6,173,277	16,875,546	6,465,725	8,600,911	4,370,964
Net expense	(13,696,869)	(1,155,035)	(10,748,559)	(7,445,348)	(11,488,673)
General revenue and other changes in net position					
Property taxes	14,335,084	12,464,569	10,794,578	9,892,776	9,374,391
Other taxes	9,273,287	9,568,412	3,496,780	3,480,413	2,895,623
Other revenue	2,505,289	1,134,021	4,741,856	4,954,175	6,660,928
Total general revenue	26,113,660	23,167,002	19,033,214	18,327,364	18,930,942
Change in net position	12,416,791	22,011,967	8,284,655	10,882,016	7,442,269
Net position, beginning	161,501,917	139,489,950	131,205,295	120,323,279	112,881,010
Cumulative effect of change in accounting principle	-	-	-	-	-
Net position, ending	$ 173,918,708	$ 161,501,917	$ 139,489,950	$ 131,205,295	$ 120,323,279

Source: City Finance Department.

Changes in Net Position - Last Ten Years
(Continued) (Unaudited)

	Fiscal Year				
	2019	**2018**	**2017**	**2016**	**2015**
Expenses					
General government	$ 3,695,191	$ 3,532,139	$ 2,981,384	$ 2,889,172	$ 3,330,320
Public safety	3,292,103	3,908,737	4,011,135	3,535,716	3,080,103
Physical environment	319,713	432,132	433,283	491,154	591,383
Transportation	3,252,517	3,053,455	3,141,933	2,842,564	2,582,807
Economic environment	1,146,463	1,209,950	1,274,262	1,289,854	1,326,255
Human services	62,808	55,220	107,287	54,394	58,975
Culture and recreation	2,323,177	2,274,564	2,242,446	2,340,627	2,239,857
Debt service interest	788,775	806,526	888,752	873,117	1,132,842
Total expenses	14,880,747	15,272,723	15,080,482	14,316,598	14,342,542
Program revenue					
Charges for services					
General government	2,457,688	2,495,996	2,223,122	2,317,742	2,214,652
Public safety	614,412	847,202	940,221	898,725	697,452
Physical environment	20,800	46,495	79,821	14,660	21,503
Transportation	140,017	119,218	60,534	49,514	115,970
Culture and recreation	401,939	406,050	402,708	456,828	421,704
Operating grants and contributions	734,898	1,407,851	2,450,238	1,727,351	197,614
Capital grants and contributions	43,520	30,544	70,120	42,081	203,334
Total program revenue	4,413,274	5,353,356	6,226,764	5,506,901	3,872,229
Net expense	(10,467,473)	(9,919,367)	(8,853,718)	(8,809,697)	(10,470,313)
General revenue and other changes in net position					
Property taxes	8,764,290	8,179,225	7,761,152	6,844,994	6,443,596
Other taxes	1,636,565	1,669,159	1,623,261	1,583,815	1,530,492
Other revenue	3,417,096	1,907,549	1,873,339	1,982,864	1,761,737
Total general revenue	13,817,951	11,755,933	11,257,752	10,411,673	9,735,825
Change in net position	3,350,478	1,836,566	2,404,034	1,601,976	(734,488)
Net position, beginning	109,530,532	106,754,910	104,350,876	102,748,900	103,483,388
Cumulative effect of change in accounting principle	-	939,056	-	-	-
Net position, ending	$ 112,881,010	$ 109,530,532	$ 106,754,910	$ 104,350,876	$ 102,748,900

Source: City Finance Department.

Fund Balances Governmental Fund - Last Ten Years
(Unaudited)

	Fiscal Year				
	2024	2023	2022	2021	2020
General Fund					
Nonspendable	$ 10,672,782	$ 2,484,589	$ 2,581,252	$ 2,561,841	$ 2,451,337
Restricted	-	-	-	-	3,247,659
Committed	13,562,068	12,137,934	13,683,891	10,084,733	8,411,205
Assigned	-	-	323,611	376,587	2,964,171
Unassigned	9,672,434	17,752,082	11,500,107	13,296,275	14,449,613
Total	$ 33,907,284	$ 32,374,605	$ 28,088,861	$ 26,319,436	$ 31,523,985
All other governmental funds					
Nonspendable	$ -	$ -	$ -	$ -	$ -
Restricted	6,705,708	6,962,323	5,073,775	3,852,330	643,742
Committed	11,941,500	9,440,475	6,739,436	4,655,060	-
Assigned	-	-	533,466	2,535,604	44,332
Unassigned	(7,830,559)	(963,747)	(1,663,708)	(3,846,516)	(2,390,520)
Total all other governmental funds	$ 10,816,649	$ 15,439,051	$ 10,682,969	$ 7,196,478	$ (1,702,446)

Source: City Finance Department.

Fund Balances Governmental Fund - Last Ten Years (Continued) (Unaudited)

	Fiscal Year				
	2019	2018	2017	2016	2015
General Fund					
Nonspendable	$ 2,448,824	$ 2,469,019	$ 2,999,624	$ 2,802,335	$ 1,980,893
Restricted	2,584,256	2,480,877	1,977,027	1,373,526	1,216,046
Committed	10,129,498	9,657,663	9,674,570	10,340,837	11,071,545
Assigned	1,213,592	672,226	1,625,986	1,118,384	328,889
Unassigned	10,040,295	7,526,416	3,626,528	2,905,348	1,848,403
Total	$ 26,416,465	$ 22,806,201	$ 19,903,735	$ 18,540,430	$ 16,445,776
All other governmental funds					
Nonspendable	$ -	$ 88	$ -	$ -	$ 68
Restricted	77,685	89,220	98,844	114,825	884,473
Committed	-	-	-	-	-
Assigned	329,948	279,391	255,797	276,444	345,855
Unassigned	(2,231,153)	(2,240,233)	(2,142,360)	(1,979,433)	(2,462,082)
Total all other governmental funds	$ (1,823,520)	$ (1,871,534)	$ (1,787,719)	$ (1,588,164)	$ (1,231,686)

Source: City Finance Department.

Changes in Fund Balances Governmental Funds - Last Ten Years
(Unaudited)

	Fiscal Year				
	2024	2023	2022	2021	2020
Revenue					
Taxes	$ 16,227,087	$ 16,027,019	$ 14,291,359	$ 13,373,189	$ 12,270,014
Licenses and permits	5,207,670	5,454,762	5,008,309	3,779,441	3,342,590
Impact fees	171,129	453,374	132,605	590,174	456,051
Intergovernmental	6,418,348	15,938,249	5,586,955	8,053,048	4,050,502
Charges for services	1,744,341	1,516,594	1,289,082	937,122	513,137
Fines and forfeitures	95,484	107,689	56,135	79,829	106,750
Investment income	2,174,754	578,203	(1,078,214)	19,983	471,977
Contributions	88,718	5,042	37,479	1,867	4,035
Miscellaneous income	142,951	128,584	36,503	50,972	9,058
Total revenue	32,270,482	40,209,516	25,360,213	26,885,625	21,224,114
Expenditures					
General government	4,221,678	3,454,019	3,640,884	3,403,184	3,935,334
Public safety	5,193,874	4,384,706	3,924,721	3,752,995	3,408,341
Physical environment	375,034	277,365	452,211	142,017	27,374
Transportation	1,981,627	1,896,884	1,589,395	1,663,328	1,925,723
Economic environment	178,185	244,282	129,781	107,900	130,173
Human services	74,829	53,466	51,604	64,531	63,494
Culture and recreation	4,313,088	3,772,845	3,292,184	2,854,316	2,237,953
Capital outlay	15,654,495	20,891,773	4,369,267	11,160,364	1,937,657
Debt service					
Principal	3,013,427	3,035,369	2,122,863	9,318,692	1,622,596
Interest	475,429	521,505	555,409	717,941	745,697
Total expenditures	35,481,666	38,532,214	20,128,319	33,185,268	16,034,342
Excess (deficiency) of revenue over expenditures	(3,211,184)	1,677,302	5,231,894	(6,299,643)	5,189,772
Other financing sources (uses)					
Transfers in	6,868,982	4,820,135	4,676,350	29,587,639	2,255,374
Transfers out	(6,868,982)	(4,820,135)	(4,676,350)	(29,587,639)	(2,255,374)
Issuance of debt	121,461	-	-	-	-
Proceeds of debt issuance	-	7,020,863	-	9,905,000	-
Debt service principal	-	-	-	-	-
Lease proceeds	-	343,661	24,021	89,019	38,422
Non-operating loss	-	-	-	-	-
Total other financing sources (uses)	121,461	7,364,524	24,021	9,994,019	38,422
Special item - Settlement	-	-	-	-	-
Net change in fund balance	$ (3,089,723)	$ 9,041,826	$ 5,255,915	$ 3,694,376	$ 5,228,194
Debt service as a percentage of noncapital expenditures	17.6%	20.2%	17.0%	45.6%	16.8%

Source: City Finance Department.

Changes in Fund Balances Governmental Funds - Last Ten Years (Continued) (Unaudited)

	Fiscal Year				
	2019	2018	2017	2016	2015
Revenue					
Taxes	$ 12,309,961	$ 11,766,912	$ 11,192,022	$ 10,316,957	$ 9,891,235
Licenses and permits	1,079,465	1,008,548	930,187	885,870	674,131
Impact fees	160,720	671,922	801,424	446,936	280,494
Intergovernmental	3,494,078	2,889,811	3,734,054	3,232,561	1,819,128
Charges for services	512,089	568,635	525,860	568,018	509,159
Fines and forfeitures	28,981	44,278	46,812	47,238	114,111
Investment income	506,164	20,654	59,756	256,010	222,593
Contributions	6,871	8,608	24,772	22,848	34,839
Miscellaneous income	132,896	131,376	169,629	142,136	62,364
Total revenue	18,231,225	17,110,744	17,484,516	15,918,574	13,608,054
Expenditures					
General government	3,542,238	3,398,890	2,853,328	2,747,954	3,489,939
Public safety	3,061,601	2,779,558	2,610,831	2,410,183	2,107,835
Physical environment	31,346	88,226	90,710	148,581	248,810
Transportation	1,924,802	1,824,192	1,885,837	1,681,535	1,472,935
Economic environment	105,720	123,024	163,637	176,210	216,503
Human services	62,808	55,220	107,287	54,394	58,975
Culture and recreation	1,909,794	1,872,829	1,858,739	1,976,500	1,927,771
Capital outlay	1,607,301	1,877,832	4,762,510	3,075,354	1,642,819
Debt service					
Principal	1,533,487	1,485,956	1,417,449	1,087,340	901,028
Interest	793,850	836,554	874,429	822,369	1,083,667
Total expenditures	14,572,947	14,342,281	16,624,757	14,180,420	13,150,282
Excess (deficiency) of revenue over expenditures	3,658,278	2,768,463	859,759	1,738,154	457,772
Other financing sources (uses)					
Transfers in	4,171,759	6,343,303	3,907,488	2,971,389	1,563,616
Transfers out	(4,171,759)	(6,343,303)	(3,907,488)	(2,971,389)	(1,563,616)
Issuance of debt	-	50,188	303,991	-	-
Proceeds of debt issuance	-	-	-	-	5,427,000
Debt service principal	-	-	-	-	(5,379,150)
Lease proceeds	-	-	-	-	-
Non-operating loss	-	-	-	-	-
Total other financing sources (uses)	-	50,188	303,991	-	47,850
Special item - Settlement	-	-	-	-	-
Net change in fund balance	$ 3,658,278	$ 2,818,651	$ 1,163,750	$ 1,738,154	$ 505,622
Debt service as a percentage of noncapital expenditures	18.0%	18.6%	19.3%	17.2%	17.2%

Source: City Finance Department.

City of Destin, Florida

Revenue Base - Last Ten Years
(Unaudited)

Fiscal Year	Real Property	Perosonal Property	Total Taxable Assessed Value	Total Direct Tax Rate	95% Budgeted for Operations
2024	$ 7,816,671,888	$ 124,688,876	$ 7,941,360,764	1.6150	$ 12,184,033
2023	6,858,730,342	108,747,526	6,967,477,868	1.6150	10,689,853
2022	5,980,379,074	102,386,732	6,082,765,806	1.6150	9,332,483
2021	5,586,981,183	99,760,236	5,686,741,419	1.6150	8,724,883
2020	5,289,909,655	100,875,258	5,390,784,913	1.6150	8,270,812
2019	4,940,251,366	96,041,092	5,036,292,458	1.6150	7,726,932
2018	4,637,572,095	94,406,296	4,731,978,391	1.6150	7,260,038
2017	4,419,401,166	88,815,805	4,508,216,971	1.6150	6,916,732
2016	4,202,250,899	83,206,674	4,285,457,573	1.6150	6,574,963
2015	3,953,775,213	77,212,445	4,030,987,658	1.5000	5,744,157

Source: Okaloosa County Property Appraiser DR-422 lines 1 and 2.
Adjusted when DR-403 Final Taxable Value is submitted to City by the Property Appraiser.

Property Tax Rates Per $1,000 of Taxable Value
All Direct and Overlapping Governments - Last Ten Years
(Unaudited)

	Direct Rate	Indirect Rate					
Fiscal Year	City of Destin	Destin Fire District	Okaloosa County	Okaloosa School Board	Northwest Florida Water District	Total Overlapping Rates	Total Direct and Overlapping Rates
2024	1.61500	1.00000	3.83080	5.47700	0.02340	10.33120	11.94620
2023	1.61500	1.00000	3.83080	5.47700	0.02340	10.33120	11.94620
2022	1.61500	1.00000	3.83080	5.57900	0.02610	10.43590	12.05090
2021	1.61500	1.00000	3.83080	5.94300	0.02940	10.80320	12.41820
2020	1.61500	1.00000	3.83080	6.03500	0.03110	10.89690	12.51190
2019	1.61500	1.00000	3.83080	6.20600	0.03270	11.06950	12.68450
2018	1.61500	1.00000	3.83080	6.36100	0.03380	11.22560	12.84060
2017	1.61500	1.00000	3.83080	6.58800	0.03530	11.45410	13.06910
2016	1.61500	1.00000	3.43080	6.90700	0.03660	11.37440	12.98940
2015	1.50000	1.00000	3.43080	7.55100	0.04000	12.02180	13.52180

As of levy date, November 1 of each year listed.

Source: https://okaloosapa.com/wp-content/uploads/sites/29/2023/10/2023-Final-Millage.pdf

Principal Taxpayers - Current Year and Ten Years Ago
(Unaudited)

	September 30, 2024				September 30, 2015		
Taxpayer	Taxable Assessed Value	Rank	Percent of City's Total Taxable Value	Taxpayer	Taxable Assessed Value	Rank	Percent of City's Total Taxable Value
WCW OLYMPUS DESTIN LLC	$ 73,358,030	1	0.93%	EMERALD GRANDE LLC	$ 58,515,920	1	1.45%
DRH HBR OWNER LLC	62,418,992	2	0.79%	AHB APARTMENTS LLC	21,073,921	2	0.52%
PASSCO SEA GLASS DST	60,653,929	3	0.77%	DRB DEVELOPMENT LLC	13,744,900	3	0.34%
EMERALD GRANDE INC	49,676,280	5	0.63%	DUNAVANT GULF LLC	11,306,189	4	0.28%
BR HENDERSON BEACH LLC	48,948,817	4	0.62%	PARADISE ISLE DESTIN LLC	10,757,300	5	0.27%
FLORIDA POWER & LIGHT CO.	47,177,198	6	0.60%	WYNDHAM VACATION RESORTS	8,023,200	6	0.20%
ARRIS DESTIN RETAIL LLC	41,982,793	7	0.53%	SHANRI HOLDINGS CORP	7,346,230	7	0.18%
HENDERSON BEACH PARTNERS LLC	32,504,203	8	0.41%	CRYSTAL BEACH PLAZA LLC	7,046,083	8	0.17%
PARADISE ISLE DESTIN LLC	18,275,171	9	0.23%	BLASBICHLER H D AGREEMENT	6,896,447	9	0.17%
KEY DESTIN OWNER LLC	16,423,887	10	0.21%	CLUB DESTIN RESORT	6,656,000	10	0.17%
Total Principal Taxpayers	$ 451,419,300		5.70%		$ 151,366,190		3.76%
Total Tax Value of Other	$ 7,466,920,849		94.30%		$ 3,879,269,150		96.24%
Total Taxable Assessed Value	$ 7,918,340,149		100.00%		$ 4,030,635,340		100.00%

Source: Okaloosa County Property Appraiser.

City of Destin, Florida

Property Tax Levies and Collections - Last Ten Years
(Unaudited)

Fiscal Year Ended September 30,	Taxes Levied For the Calendar Year	Collected within the Calendar Year of the Levy		Collections of Delinquent Taxes	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2024	$ 12,825,298	$ 12,796,379	99.77%	$ 132	$ 12,796,511	99.78%
2023	11,252,477	10,801,654	95.99%	70,797	10,872,451	96.62%
2022	9,823,667	9,482,098	96.52%	-	9,482,098	96.52%
2021	9,184,087	8,827,350	96.12%	54,971	8,882,321	96.71%
2020	8,706,118	8,430,713	96.84%	3,561	8,434,274	96.88%
2019	8,133,612	7,879,410	96.87%	4,613	7,884,023	96.93%
2018	7,642,145	7,405,759	96.91%	1,809	7,407,568	96.93%
2017	7,280,770	7,031,699	96.58%	4,122	7,035,821	96.64%
2016	6,921,014	6,211,296	89.75%	3,797	6,215,093	89.80%
2015	6,046,481	5,842,418	96.63%	10,172	5,852,590	96.79%

Source: DR-422 forms certified by Okaloosa County Tax Collector.

Ratios of Outstanding Debt (Bonds and Notes) - Last Ten Years
(Unaudited)

Fiscal Year Ended September 30,	2009 CRA Harbor Revenue Note (Restructed 2015)	2013 Capital Improvement Revenue Note	2014 CRA Town Center Revenue Refunding Note Series	2015 Revenue Refunding Note Series
2024	$ -	$ 3,421,436	$ 7,600,705	$ -
2023	-	3,857,733	8,057,786	-
2022	-	4,281,980	8,499,581	-
2021	-	4,694,511	8,926,602	-
2020	3,986,827	5,095,650	9,339,342	4,035,000
2019	4,429,808	5,485,711	9,738,279	4,379,000
2018	4,770,168	5,865,001	10,123,875	4,714,000
2017	5,096,625	6,233,816	10,496,575	5,039,000
2016	5,409,749	6,592,446	10,856,811	5,359,000
2015	5,709,446	6,941,172	11,205,000	5,427,000

Note: Detail regarding the community redevelopment districts' outstanding debt can be found in the notes to the financial statements.

Ratios of Outstanding Debt (Bonds and Notes) - Last Ten Years (Continued) (Unaudited)

Fiscal Year Ended September 30,	2021 Revenue Refunding Note Series	2023 County Advance Funding Agreement	Financed Purchases	Total Revenue Bonds, Notes, and Financed Purchases	Percentage of Personal Income	Per Capita
2024	$ 5,872,000	$ 5,520,863	$ 205,998	$ 22,621,002	2.69%	1,549
2023	7,104,000	6,270,863	239,043	25,529,425	3.01%	1,749
2022	8,312,000	-	106,708	21,200,269	2.74%	1,465
2021	9,512,000	-	165,998	23,299,111	3.21%	1,639
2020	-	-	166,965	22,625,804	3.25%	1,624
2019	-	-	175,160	24,207,958	3.97%	1,801
2018	-	-	268,401	25,741,445	4.50%	1,937
2017	-	-	311,197	27,177,213	5.12%	2,072
2016	-	-	72,665	28,290,671	5.47%	2,193
2015	-	-	95,393	29,378,011	6.00%	2,308

City of Destin, Florida
Direct and Overlapping Governmental Activities Debt
As of September 30, 2024
(Unaudited)

Jurisdiction	Net Debt Outstanding	Estimated Percentage Applicable to City of Destin [1]	Estimated Amount Applicable to City of Destin
Debt repaid with property taxes:			
Okaloosa County	$ 91,082,923	29%	$ 26,812,018
Okaloosa School Board [2]	292,529,244	26%	76,416,918
Destin Fire District	-	84%	-
Northwest Florida Water District	-	29%	-
Subtotal, overlapping debt			103,228,936
City of Destin			22,621,002
Total direct and overlapping debt			$ 125,849,938

[1] Based on ratio of assessed taxable value.
[2] The Okaoosa School Board debt outstanding is as of June 30, 2023.

SOURCE: Okaloosa County, Florida Accounting Division and the School Board of Okaloosa County.

Note: Overlapping governments are those that coincide, at least in part, with geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the property taxpayers of the City of Destin. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the property taxpayers should be taken into account.

City of Destin, Florida

Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Population [1]	Per Capita Income [2]	Total Personal Income	Unemployment Rate [3]
2024	14,608	$ 57,600	$ 841,420,800	4.50%
2023	14,594	58,082	847,648,708	3.00%
2022	14,472	53,557	775,081,969	3.00%
2021	14,217	51,007	725,166,519	2.90%
2020	13,931	49,909	695,282,279	2.80%
2019	13,441	45,324	609,199,884	2.30%
2018	13,289	43,086	572,569,854	2.40%
2017	13,116	40,465	530,738,940	3.80%
2016	12,898	40,065	516,758,370	4.50%
2015	12,730	38,450	489,468,500	4.50%

[1] Furnished by the Bureau of Economic and Business Research.
[2] Furnished by the U.S. Census Bureau - Quick Facts.
[3] Furnished by the Bureau of Labor Statistics.

City of Destin, Florida

Demographics
(Unaudited)

	2024
Land area (miles)	
Square miles incorporated	7.53
Land	6.78
Water	0.75
Gulf-front	6.60
Bay-front	5.81
City maintained streets	66.23
Paved	66.23
Unpaved	0.00
Estimated population	
Year-round	14,608
Seasonal-peak	100,000
Gender composition	
Female	47.3%
Male	52.7%
Racial composition	
White	83.3%
Hispanic	8.6%
Black	3.4%
American Indian	1.0%
Asian	0.8%
Other	2.9%
Median household income	$89,141
Median earnings for full-time year-round workers	$62,727
Number of households	14,148
Households with homestead exemption	3,522
Unemployment rate	4.50%

Source: City of Destin census FY2020, Bureau of Labor Statistics for Crestview-Fort Walton Beach-Destin, Destin Chamber of Commerce, and Okaloosa Tax Collector.

Note: Information has not significantly changed for last ten years.

City of Destin, Florida

Principal Employers - Current Year and Nine Years Ago (Unaudited)

	September 30, 2024				September 30, 2015		
Employer	Approximate Number of Employees	Rank	Percent of Estimated Population		Approximate Number of Employees	Rank	Percent of Estimated Population
Walmart Supercenter	450	1	3.1%	ResortQuest International, Inc	1,150	1	9.0%
Big Kahuna's Water & Adventure Park	300	2	2.1%	AJ's Seafood and Oyster House	175	2	1.4%
Fudpuckers	250	3	1.7%	Crab Trap	175	3	1.4%
The Home Depot	224	4	1.5%	Cracker Barrel	175	4	1.4%
Margaritaville Restaurant	200	5	1.4%	Destin Healthcare and Rehabilitation	175	5	1.4%
McGuire's Irish Pub of Destin	200	6	1.4%	Harbor Docks	175	6	1.4%
Destination Health & Rehabilitation	160	7	1.1%	Charter Boat's	175	7	1.4%
AJ's Seafood & Oyster Bar	153	8	1.0%	Holiday Inn	175	8	1.4%
Target	150	9	1.0%	Lucky Snapper Grill & Bar	175	9	1.4%
Destin Fire Control District	150	10	1.0%	Track Recreation Center	175	10	1.4%
Total			15.31%	Total			21.41%

SOURCE: Okaloosa County Economic Development Council (One Okaloosa).

City Employees - Last Five Years
(Unaudited)

1 FTE = 2080 hours/year

	Fiscal Year				
	2024	**2023**	**2022**	**2021**	**2020**
City Manager's Office					
City Manager	1.00	1.00	1.00	1.00	1.00
Deputy City Manager	-	1.00	1.00	1.00	1.00
Sr Administrative Professional	1.00	1.00	1.00	1.00	1.00
Public Information Manager	1.00	1.00	1.00	1.00	1.00
Grants Projects Manager	1.00	1.00	1.00	1.00	1.00
Assistant City Manager	1.00	-	-	-	-
Public Information Intern	0.73	0.73	-	-	-
Receptionist (2 PT @29 hours/week)	1.45	1.45	1.45	1.45	1.45
Subtotal	7.18	7.18	6.45	6.45	6.45
City Clerk's Office					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Records Technician	1.00	1.00	1.00	1.00	1.00
Subtotal	3.00	3.00	3.00	3.00	3.00
Finance & Budget					
Finance Director	0.90	0.90	1.00	1.00	1.00
Accountant	0.90	0.90	1.00	1.00	1.00
Accounting Clerk (AP)	0.90	0.90	1.00	1.00	0.50
Payroll Accounting Clerk	0.90	0.90	-	-	-
Accounting Clerk	0.90	0.90	-	-	-
Intern Finance	0.65	0.65	-	-	-
Subtotal	5.15	5.15	3.00	3.00	2.50
Human Resources					
HR/Risk Manager	1.00	1.00	1.00	1.00	1.00
HR the best Specialist	1.00	1.00	0.73	0.73	0.73
Subtotal	2.00	2.00	1.73	1.73	1.73
Facilities					
Maintenance Technician - Facilities	1.26	2.00	2.00	2.00	2.00
Maintenance Technician - Custodian	0.63	1.00	1.00	1.00	1.00
Subtotal	1.89	3.00	3.00	3.00	3.00
Community Development Office					
Community Development Director	0.67	0.67	0.67	0.67	1.00
Administrative Assistant	0.75	0.75	0.75	0.50	1.00
Principal Planner	0.90	1.00	1.00	1.00	1.00
Senior Planner	1.00	1.00	1.00	1.00	1.00
Planner	3.00	3.00	3.00	3.00	3.00
Geographic Information Systems Manager	1.00	1.00	1.00	1.00	1.00
Business Tax License Clerk	1.00	1.00	1.00	1.00	-
Subtotal	8.32	8.42	8.42	8.17	8.00
Information Technology					
IT Director	1.00	1.00	1.00	1.00	1.00
System Administrator	1.00	1.00	1.00	1.00	1.00
Systems Network Specialist	1.00	1.00	1.00	1.00	1.00
Subtotal	3.00	3.00	3.00	3.00	3.00
SUBTOTAL GENERAL GOVERNMENT	**30.53**	**31.74**	**28.60**	**28.35**	**27.68**

City Employees - Last Five Years
(Unaudited)

1 FTE = 2080 hours/year

	Fiscal Year				
	2024	**2023**	**2022**	**2021**	**2020**
Public Safety					
Crossing Guards (3 PT Seasonal)	0.90	0.90	0.90	0.90	0.90
Subtotal	0.90	0.90	0.90	0.90	0.90
Code Compliance					
Code Compliance Director	0.90	0.90	0.90	0.90	1.00
Code Compliance Deputy Director	0.90	0.90	0.90	0.90	-
Harbor Compliance Officer	-	0.90	0.90	0.90	1.00
Code Compliance Officers (5 FT @90% plus 1 PT @90%)	12.46	5.15	5.15	3.61	5.50
Administrative assistant	0.90	0.90	0.90	0.90	1.00
Subtotal	15.16	8.75	8.75	7.21	8.50
Emergency Management					
Emergency Management Director	0.20	0.20	-	-	-
Subtotal	0.20	0.20	-	-	-
Florida Building Code Enforcement (Building Inspections)					
Physical Environ/Stormwater allocation	0.15	-	-	1.00	1.00
Building Official	1.00	1.00	1.00	1.00	1.00
Building Inspector	2.00	2.00	2.00	2.00	1.00
Plans Examiner	1.00	1.00	1.00	1.00	1.00
Permit & License Tech	2.00	1.00	1.00	1.00	1.00
Permit & Licensing Administrator	1.00	1.00	1.00	1.00	1.00
Permit & Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Code Compliance allocation (14.@10%)	1.40	0.90	0.97	0.80	-
Engineering/Stormwater allocation (1@60%+ 1x 0.10)	0.70	0.80	0.20	0.20	-
Com Dev Administrative allocation (1@25%; 1@33%)	0.58	0.58	0.58	0.83	-
Subtotal	10.83	9.28	8.75	9.83	7.00
SUBTOTAL PUBLIC SAFETY	**27.09**	**19.13**	**18.40**	**17.94**	**16.40**
Physical Environment					
Stormwater Management (Engineers 1x10%+1x20%)	0.30	0.40	1.00	1.00	1.00
Stormwater Maintainance Tech	1.00	1.00	-	-	-
Stormwater Director	0.20	0.20	-	-	-
Stormwater Specialist	0.85	-	-	-	-
Equipment Operator	0.40	0.40	1.00	1.00	-
Subtotal	2.75	2.00	2.00	2.00	1.00
SUBTOTAL PHYSICAL ENVIRONMENT	**2.75**	**2.00**	**2.00**	**2.00**	**1.00**
Public Works Department					
Public Works Director	0.60	0.60	1.00	1.00	1.00
Deputy Public Works Director	1.00	1.00	1.00	1.00	1.00
Field Crew Supervisor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Mechanic	0.67	0.67	1.00	1.00	1.00
Maintenance Technician-General	4.00	4.00	4.00	4.00	2.00
Equipment Operator	0.60	0.60	-	-	1.00
Computer Aided Design Operator	1.00	1.00	1.00	1.00	1.00
Maintenance Technician/Mechanic	1.00	1.00	1.00	1.00	1.00
Subtotal	10.87	10.87	11.00	11.00	10.00
Engineering					
City Engineer (P.E.)	1.00	0.80	1.00	1.00	1.00
Engineering Assistant	1.00	0.20	-	-	-
Engineering Site Inspector	0.20	-	-	-	-
Engineer	0.80	0.80	1.00	1.00	1.00
Subtotal	3.00	1.80	2.00	2.00	2.00
SUBTOTAL TRANSPORTATION	**13.87**	**12.67**	**13.00**	**13.00**	**12.00**

City Employees - Last Five Years
(Unaudited)

1 FTE = 2080 hours/year

	Fiscal Year				
	2024	**2023**	**2022**	**2021**	**2020**
Community Redevelopment Agency					
CRA Manager (Town Center)	0.05	-	-	-	-
CRA Manager (Harbor)	0.05	-	-	-	-
CRA Finance Administrative Clerk (Town Center)	0.25	0.25	-	-	0.25
CRA Finance Administrative Clerk (Harbor)	0.25	0.25	-	-	0.25
Subtotal	0.60	0.50	-	-	0.50
SUBTOTAL ECONOMIC DEVELOPMENT	**0.60**	**0.50**	**-**	**-**	**0.50**
Library					
Library Director	1.00	1.00	1.00	1.00	1.00
Technical Services (Cataloger)	1.00	1.00	1.00	1.00	1.00
Circulation Desk Supervisor	1.00	1.00	1.00	1.00	1.00
Circulation Desk	1.00	1.00	1.00	1.00	1.00
Youth Services Librarian	1.00	1.00	1.00	1.00	1.00
Technology Specialist	1.00	1.00	1.00	1.00	1.00
Library Assistant (4 PT at 29/40 hrs/week)	3.18	2.90	2.90	2.90	2.90
Custodian	1.11	0.74	-	-	-
Subtotal	10.29	9.64	8.90	8.90	8.90
Parks (includes TDC/Waterfront and FDEP/Leonard Destin)					
Parks & Recreation Director	1.00	1.00	1.00	1.00	1.00
Parks & Recreation Deputy Director	1.00	1.00	1.00	1.00	1.00
Park Supervisor	1.00	1.00	1.00	1.00	1.00
Assistant Park Supervisor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	16.18	12.11	11.45	11.45	11.45
Joe's Bayou Attendant (3 PT at 29/40 hrs/week)	2.18	2.18	2.18	1.45	1.45
Subtotal	23.36	19.29	18.63	17.90	17.90
Morgan Sports Complex					
Recreation Assistant	1.00	3.18	-	-	-
Recreation Program Coordinator	2.00	1.00	1.00	1.00	1.00
Recreation Assistant II	1.00	1.00	1.00	1.00	1.00
Recreation Assistant (2 PT at 29/40 hrs/week)	2.35	1.45	1.45	1.45	1.45
Field Maintenance Supervisor	-	-	-	-	-
Field Maintenance Technician	2.00	3.00	2.00	2.00	2.00
Parks Maintenance Tech/Mechanic	1.00	-	-	-	-
Groundskeeper	1.00	0.67	1.00	1.00	1.00
Scorekeepers (2 PT at 29/40 hrs/week)	-	-	1.45	1.45	1.45
Subtotal	10.35	10.30	7.90	7.90	7.90
Community Center					
Recreation Supervisor	1.00	1.00	1.00	1.00	1.00
Recreation Assistant II	2.00	1.00	1.00	1.00	1.00
Recreation Assistant (1 FT + 2 PT at 29/40)	3.90	5.18	2.45	2.45	2.45
Program Coordinator	-	1.00	1.00	1.00	1.00
Lead Program Coordinator	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	2.00	1.00	2.00	2.00	2.00
Customer Service Recreation Specialist	1.00	1.00	1.00	1.00	1.00
Camp Counselors (4 PT at 29/40 hrs/week)	1.77	2.90	2.90	2.90	2.90
Subtotal	12.67	14.08	12.35	12.35	12.35
SUBTOTAL CULTURE & RECREATION	**56.67**	**53.31**	**47.78**	**47.05**	**47.05**
Total budgeted FTEs	131.51	119.34	109.78	108.34	104.63
Total actual FTEs (labor hours/2080)	103.30	93.12	91.31	92.32	86.37

Information is provided for the most recent five years as this is the most relevant.
Source: Payroll

OTHER REPORTS

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MAULDIN & JENKINS
CPAs & ADVISORS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and Members of
the City Commission,
City of Destin, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Destin, Florida (the "City"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated February 20, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Bradenton, Florida
February 20, 2025

CITY OF DESTIN, FLORIDA

SUMMARY SCHEDULE OF FINDINGS AND RESPONSES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

SECTION I
SUMMARY OF AUDIT RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified	
Internal control over financial reporting:		
Material weaknesses identified?	____ yes	__X__ no
Significant deficiencies identified not considered to be material weaknesses?	____ yes	__X__ no
Noncompliance material to financial statements noted?	____ yes	__X__ no

Federal Programs and State Financial Assistance Projects

There was not an audit of major federal awards or state financial assistance programs as of September 30, 2024, due to the total amount expended being less than $750,000.

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES

None noted.

SECTION III
STATE PROJECT FINDINGS AND QUESTIONED COSTS

None noted.

CITY OF DESTIN, FLORIDA

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

None reported.

MAULDIN & JENKINS
CPAs & ADVISORS

INDEPENDENT AUDITOR'S MANAGEMENT LETTER

Honorable Mayor and Members of
the City Council,
City of Destin, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Destin, Florida (the "City"), as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated February 20, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Schedule of Findings and Responses; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated February 20, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding annual financial report requiring correction.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed within the City's footnotes.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c, Rules of the Auditor General, requires that we determine whether or not a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3 Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Mayor and Members of the City Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Bradenton, Florida
February 20, 2025

MAULDIN & JENKINS
CPAs & ADVISORS

INDEPENDENT ACCOUNTANT'S REPORT

Honorable Mayor and Members of
the City Council,
City of Destin, Florida

We have examined the City of Destin, Florida's (the "City") compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2024. Management of the City is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2024.

This report is intended solely for the information and use of the City and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Bradenton, Florida
February 20, 2025

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COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)

FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

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COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

TABLE OF CONTENTS

Page

FINANCIAL SECTION

Independent Auditor's Report ..... 1 and 2

Management's Discussion and Analysis 3-6

Basic Financial Statements
- Government-wide Financial Statements
  - Statement of Net Position 7
  - Statement of Activities 8
- Fund Financial Statements–Governmental Funds
  - Balance Sheet−Governmental Funds 9
  - Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Position 10
  - Statement of Revenues, Expenditures and Changes in Fund Balance– Governmental Funds 11
  - Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance–Governmental Funds to the Statement of Activities 12
- Notes to Financial Statements 13-19

Required Supplementary Information
- Statement of Revenues, Expenditures and Changes in Fund Balance– Budget (GAAP Basis) and Actual−Harbor Fund 20
- Statement of Revenues, Expenditures and Changes in Fund Balance– Budget (GAAP Basis) and Actual−Town Center Fund 21

OTHER REPORTS

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* ..... 22 and 23

Schedule of Findings and Responses 24

Summary Schedule of Prior Year Findings 25

Independent Auditor's Management Letter ..... 26 and 27

Independent Accountant's Report 28

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FINANCIAL SECTION

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MAULDIN & JENKINS
CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Community Redevelopment Agency of the City of Destin, Florida
Destin, Florida

Report on the Audit of the Financial Statements

Opinions
We have audited the accompanying financial statements of the governmental activities and each major fund of the Community Redevelopment Agency of the City of Destin (the "CRA"), a component unit of the City of Destin, Florida, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the CRA, as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions
We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 6 and the required supplementary information on pages 20 and 21 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 20, 2025, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.

Mauldin & Jenkins, LLC

Bradenton, Florida
February 20, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Community Redevelopment Agency of the City of Destin, Florida (the "CRA") we offer readers of the CRA's financial statements this narrative overview and analysis of financial activities of the CRA for the fiscal year ended September 30, 2024. The CRA is a component unit of the City of Destin, Florida (the "City").

FINANCIAL HIGHLIGHTS

The CRA's liabilities exceed the assets and deferred outflows by $17,414,392 (net deficit) and represent a decrease in net position of $6,468,285 from the prior year.

The CRA's governmental funds reported a combined ending deficit fund balance of $7,619,589, a decrease of $7,386,491. The fund balance decrease was the result of a large capital outlay in advance of funding to be provided from a loan in 2025.

OVERVIEW OF THE FINANCIAL STATEMENTS

The focus of the Governmental Accounting Standards Board ("GASB") Statement Number 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*, financial statements is on both the CRA as a whole (government-wide) and on the major individual funds. Both perspectives (government-wide and major funds) allow the user to address relevant questions, broaden a basis for comparison (such as year-to-year and government-to-government), and enhance the CRA's accountability.

This discussion and analysis intends to serve as an introduction to the CRA's basic financial statements. The basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

Designed to be corporate-like, the *government-wide financial statements* typically consolidate governmental and business-type activities into two columns, which add to a total for the primary government entity. However, the CRA has only governmental activities and, therefore, one column is presented that provides readers with a broad overview of the CRA's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the CRA's assets, deferred outflows, and liabilities with the difference reported as net position. This statement combines and consolidates the governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations. Over time, increases or decreases in net position may serve as a useful indicator of the financial position of the CRA.

The *statement of activities* presents information showing how the CRA's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

FUND FINANCIAL STATEMENTS

A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The CRA, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GOVERNMENTAL FUNDS

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of expendable resources, as well as on balances of expendable resources available at fiscal year-end.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented in governmental funds with similar information presented in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenue, expenditures and changes in fund balance provide a reconciliation to facilitate this comparison between the governmental fund and governmental activities.

NOTES TO FINANCIAL STATEMENTS

The notes to the financial statements provide additional information, which is essential to the full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 13 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, over time net position may serve as a useful indicator of a government's financial position. The CRA's liabilities exceed the assets and deferred outflows by $17,414,392 (net deficit) for the fiscal year ended September 30, 2024.

The overall decrease in the CRA's net position was $6,468,285 during fiscal year 2024. This decrease is due to the current year purchase of property.

FINANCIAL IMPACTS

NORMAL IMPACTS

There are three basic factors that impact revenues and expenses as reflected below:

Revenue

Economic Condition – This can reflect a declining, stable, or growing economic environment and has a substantial impact on property.

Market Impacts on Investment Income – The current market conditions have a significant influence on the CRA's investment income.

Expenses

Interest – The marked rate at issuance of long-term debt will have a significant effect on future interest expense.

Current Year Impact – Governmental Activities

Ad valorem property taxes increased $560,818 (22%), which was caused by the increase of property values within the CRA. The majority of properties within the CRA districts are commercial and subject to annual valuation changes by the County property appraiser.

The millage rate for the City of Destin was maintained at 1.615 for each of the last eight fiscal years.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUND

As noted earlier, the CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Fund. The focus of the CRA's governmental fund is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of September 30, 2024, the CRA's governmental funds reported an ending deficit fund balance of $7,619,589, which has been financed by the City. This was a decrease of $7,386,491 from the prior year.

BUDGETARY HIGHLIGHTS

There were no significant variances between the Original and Final budgets adopted for each CRA district. The difference between Original and Final budgets was related to prior year encumbrances that were rolled forward. Actual expenditures were lower than the Final budgets.

DEBT ADMINISTRATION

At September 30, 2024, the CRA had total revenue notes payable of $9,709,705. The majority of the CRA's debt represents notes secured solely by specified revenue sources (i.e. revenue notes). The CRA has no general obligation or special assessment debt. For general obligation debt greater than one year, the CRA is required to conduct a voter referendum process for approval.

Table 1
Outstanding Debt
Notes Payable

	Governmental Activities		
	2024	2023	$ Change
Revenue notes	$ 9,709,705	$ 10,622,786	$ (913,081)

The CRA is repaying its outstanding obligations. The CRA has no legal debt margin requirements set forth by the CRA's Charter or the Florida Statutes.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The CRA is funded by ad valorem taxes through interlocal agreements with the City and Okaloosa County. The two districts within the CRA have different interlocal agreements which outline the different formulas to share ad valorem property revenues based upon the incremental increase in taxable property values. Revenue projections are based on data provided each summer from the County Property Appraiser. Expenditure projections are based upon the CRA master plans as directed by the CRA Board with support from staff and the CRA Committees. Until recent years, nearly all of the revenues were used to pay down debt to both outside lenders and to refund the City for funds borrowed, with a small amount dedicated to contracts to maintain infrastructure built within the districts and coverage of a small portion of salaries and benefits of support staff. The fiscal year 2025 budget considers additional debt to underground overhead utilities within the district. In addition, some of the cash balance accrued to date is planned to be used as matching funds against a grant from the State of Florida to design a linear park to improve multi-modal mobility.

Regional economic indicators were also considered in preparing the 2025 budget.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the CRA's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, 4200 Indian Bayou Trail, Destin, Florida, 32541. The CRA's website address is www.cityofdestin.com.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 3,050,137
Total assets	3,050,137
DEFERRED OUTFLOW OF RESOURCES	
Deferred change on refunding	2,300
LIABILITIES	
Current liabilities	
Accounts payable	6,346
Accrued liabilities	1,756
Advances from the City of Destin	10,661,624
Accrued interest	87,398
Noncurrent liabilities	
Due within one year	928,896
Due in more than one year	8,780,809
Total liabilities	20,466,829
NET POSITION	
Unrestricted (deficit)	(17,414,392)
Total net position	$ (17,414,392)

The accompanying notes are an integral part of the financial statements.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Functions/programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Governmental activities				
Economic development	$ 9,386,314	$ -	$ -	$ (9,386,314)
Interest and other fiscal charges	296,557	-	-	(296,557)
Total governmental activities	$ 9,682,871	$ -	$ -	(9,682,871)
General revenues				
Property taxes				3,065,297
Interest				120,196
Miscellaneous				29,093
Total general revenues				3,214,586
Change in net position				(6,468,285)
Net position (deficit), beginning				(10,946,107)
Net position (deficit), ending				$ (17,414,392)

The accompanying notes are an integral part of the financial statements.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Town Center Fund	Harbor Fund	Total Governmental Funds
ASSETS			
Restricted Cash and cash equivalents	$ 2,377,589	$ 672,548	$ 3,050,137
Total assets	$ 2,377,589	$ 672,548	$ 3,050,137
LIABILITIES AND FUND BALANCE			
LIABILITIES			
Accounts payable	$ 4,117	$ 2,229	$ 6,346
Accrued liabilities	878	878	1,756
Advances from the City of Destin	2,161,624	8,500,000	10,661,624
Total liabilities	2,166,619	8,503,107	10,669,726
FUND BALANCE (DEFICIT)			
Restricted for:			
Community redevelopment	210,970	-	210,970
Unassigned	-	(7,830,559)	(7,830,559)
Total fund balance (deficit)	210,970	(7,830,559)	(7,619,589)
Total liabilities and fund balance	$ 2,377,589	$ 672,548	$ 3,050,137

The accompanying notes are an integral part of the financial statements.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
RECONCILIATION OF GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Total fund balance (deficit), General Fund		$ (7,619,589)
Amounts reported for the governmental activities in the statement of net position are different because:		
Deferred amounts on refunding are not financial resources and, therefore are not reported as assets or liabilities in governmental funds. The statement of net position includes these charges, net of amortization.		2,300
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.		
Notes payable	$ (9,709,705)	
Accrued interest	(87,398)	
		(9,797,103)
Total net position (deficit), governmental activities		$ (17,414,392)

The accompanying notes are an integral part of the financial statements.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Town Center Fund	Harbor Fund	Total Governmental Funds
REVENUES			
Property taxes	$ 2,078,235	$ 987,062	$ 3,065,297
Interest income	92,127	28,069	120,196
Miscellaneous	-	29,093	29,093
Total revenues	2,170,362	1,044,224	3,214,586
EXPENDITURES			
Current			
Economic environment	263,717	9,122,597	9,386,314
Debt service			
Principal	457,081	456,000	913,081
Interest	274,847	26,835	301,682
Total expenditures	995,645	9,605,432	10,601,077
Net change in fund balance	1,174,717	(8,561,208)	(7,386,491)
Fund balance (deficit), beginning	(963,747)	730,649	(233,098)
Fund balance (deficit), ending	$ 210,970	$ (7,830,559)	$ (7,619,589)

The accompanying notes are an integral part of the financial statements.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE–GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance, governmental funds:		$ (7,386,491)
The repayment of the principal of long-term debt consumes the current financial resources of governmental funds, but has no effect on net position. Also governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.		
Principal payments	$ 913,081	
Change in accrued interest	5,412	
Amortization of bond premium	(287)	918,206
Change in net position of governmental activities		$ (6,468,285)

The accompanying notes are an integral part of the financial statements.

NOTE 1 − SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial Reporting Entity

The Community Redevelopment Agency of the City of Destin, Florida (the "CRA") is governed by a board consisting of seven directors who are the same individuals as those serving as the City of Destin (the "City") City Council. The terms of office of the directors are concurrent with the terms of the members of the City Council. The CRA was established on March 3, 1998, through City Resolution No. 98-09. Details regarding the data utilized are located in the City of Destin – Community Redevelopment Plan. The CRA delineates two areas as the Harbor CRA and the Town Center CRA.

The Town Center CRA area, encompassing approximately 517 acres, was established by Resolution on March 3, 1998, with a 30-year term that expires on March 2, 2028. The area is located north of U.S. 98 and bounded substantially by Airport Road to the east and north, and Beach Drive on the west.

The Harbor CRA area, encompassing approximately 397 acres, was established by Resolution on June 3, 2003, with a 40-year term that expires on June 2, 2043. It was modified by the terms of an Interlocal Agreement between the City of Destin and Okaloosa County on November 7, 2005 and approved by the Okaloosa County Board of County Commissioners on November 15, 2005. The term of the Redevelopment Area is not renewable without the approval of the County.

Florida State Statute Chapter 163 allows a community redevelopment agency to be created for one or more of the following purposes: the elimination and prevention of blight; the reduction or prevention of crime; the provision of affordable housing; or the rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed. The primary goal of the CRA is to provide a tool that will guide private and public initiatives for creating economic development, improved physical characteristics, encourage investment in Destin, improve the quality of life for residents, and establish a framework for the proper evolution of the CRA District.

The CRA was established in accordance with the Community Redevelopment Act of 1969. This state act allows municipalities to use increases in property tax revenue to finance the necessary public investments in the project area. In accordance with provisions of this act, the CRA developed and implemented a Community Redevelopment Plan to diversify its efforts in the area of economic development of the downtown by improving blighted properties and addressing properties with infrastructure problems.

Funding for redevelopment and restoration projects that are essential for the reduction of slum and blight and the stimulation of private sector revitalization efforts is provided primarily from the tax increment generated by the increased valuation of properties within the community redevelopment area. Increases in property tax revenue above the baseline assessment that was established upon adoption of the Community Redevelopment Plan is set aside in the Community Redevelopment Fund and can be utilized only for projects identified in the plan.

The CRA is a separate entity from the City. However, the City Council of the City of Destin serves as the CRA Board and performs the legislative functions, governing duties and corporate responsibilities of the agency. The City Manager serves as the director of the agency, performs the administrative duties and oversees the day to day operations of the agency. Several City departments, including Development Services, Finance, and Public Works, provide assistance in planning and implementing project activities that are designed to revitalize and restore the identified blighted areas.

NOTE 1 − SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Government-Wide and Fund Financial Statements
The basic financial statements consist of the government-wide financial statements and fund financial statements.

The government-wide financial statements include a statement of net position and a statement of activities. These statements report on the CRA as a whole and provide a complete financial picture of the CRA.

The government-wide statement of net position reports all financial and capital resources of the CRA's governmental activities. Governmental activities are those supported by taxes and intergovernmental revenue. The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Although there were none, program revenues include charges for services that are recovered directly from customers for services rendered. Taxes and other items not properly included among program revenues are reported instead as general revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Since the CRA fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide financial statements, reconciliations are provided that briefly explain the adjustments necessary to reconcile the governmental fund financial statements to the government-wide governmental activities financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation
The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses reported when a liability is incurred, regardless of the timing of related cash flows. Tax increment financing from property taxes are recognized as revenue in the year when levied.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are generally recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the CRA considers revenues to be available if they are collected within 60 days of the end of the fiscal year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due.

D. Deposits
The CRA considers cash on hand, cash with fiscal agents, and overnight investments with original maturities of less than three months to be cash and cash equivalents. The CRA also maintains its own bank account which is used for the majority of CRA transactions.

E. Receivables
Receivables consist of trade receivables and amounts due from other governments and are recorded net of any allowance for uncollectible amounts, if applicable.

Activity between the CRA and the City that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year (if any) are reported as "advances to/from the primary government." All other outstanding balances between the CRA and City (if any) are reported as "due to/from the primary government."

F. Deferred Outflows/Inflows of Resources
Deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. At September 30, 2024, the CRA had $2,300 recorded as deferred charge on refunding.

NOTE 1 − SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Long-Term Obligations
In the government-wide financial statements, long-term obligations are reported as liabilities in the statement of net position.

H. Fund Balance/Net Position
In fund financial statements, the governmental funds report fund classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints imposed on the use of resources reported. Amounts that are restricted to specific purposes either by: (a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation are classified as restricted fund balances. Amounts that can only be used for specific purposes pursuant to constraints imposed by the Board of Directors through a resolution are classified as committed fund balances. These constraints remain binding unless removed or changed in the same manner employed to commit those resources by resolution. Amounts that are constrained by the CRA's intent to be used for specific purposes, however, are neither restricted, nor committed are classified as assigned fund balances. Assignments are approved by the Executive Director.

Non-spendable fund balances include amounts that cannot be spent because they are either: (a) not in spendable form, or (b) legally or contractually required to be maintained intact. Unassigned fund balance represents an amount that has not been restricted, committed, or assigned to specific purposes within the governmental funds. When both restricted and unrestricted fund balances are available for use, it is the CRA's policy to use restricted fund balance first, then unrestricted fund balance. Furthermore, committed fund balances are reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

Net position of the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. The first category represents capital assets net of accumulated depreciation, less outstanding debt related to the acquisition or construction of the capital assets.

The restricted category, if any, represents the balance of assets restricted by requirements of revenue bonds and other externally imposed constraints or by legislation. Unrestricted net position represents resources that are available for spending.

I. Budgetary Data
Budgets are adopted on a basis consistent with GAAP for the current fiscal year. For the year ended September 30, 2024, annual appropriated budgets were adopted by ordinance for the governmental funds. All appropriations lapse at year-end except for appropriations related to multi-year capital projects.

The CRA follows these procedures to establish the budgetary data reflected in the financial statements:

1. Prior to September 1st, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1st. The operating budget includes proposed expenditures and revenue sources. The City Council requires changes as deemed necessary, sets proposed millages, and establishes dates for tentative and final public budget hearings as prescribed by Florida Statutes.
2. Proposed budgets are advertised in a newspaper of general circulation in the City. Public hearings are conducted for the purpose of receiving input, responding to complaints, and providing reasons and explanations for intended actions to all citizens participating.
3. Prior to October 1st, the budgets for all governmental funds are legally enacted through passage of an ordinance. Budget amendments are periodically passed through resolutions during the fiscal year. Budgeted beginning fund balance in the accompanying financial statements reflects planned utilization of prior years unassigned fund balance to the level required to accomplish current year objectives.

NOTE 1 − SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Budgetary Data (Continued)

4. Budgetary control (the level which expenditures cannot legally exceed the appropriated amount) is maintained by the City Manager at the fund level and may be amended as necessary during the fiscal year.
5. Budgeted amounts reflected in the financial statements are originally adopted amounts as amended by the City Council or by City Manager in accordance with applicable City ordinances.
6. Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditures of resources are recorded in order to reserve that portion of the applicable appropriation, is employed in the governmental funds. Encumbrances outstanding at year-end are included in the reported components of fund balances and do not constitute expenditures or liabilities because the commitments will be appropriated and honored during the subsequent year.

J. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and deferred outflows of resources, and liabilities and deferred inflows of resources, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 2 − TAX INCREMENT REVENUE

The primary source of revenue is tax increment funds received through the City of Destin and Okaloosa County. The revenue from the City is treated as property taxes, while the remainder is recorded as intergovernmental revenue – tax increment financing.

NOTE 3 − DEPOSITS AND INVESTMENTS

At September 30, 2024, the bank balances of the CRA’s deposits were $3,057,643. All of the CRA's public deposits are held in qualified public depositories pursuant to Florida Statutes, Chapter 280, *Florida Security for Public Deposits Act*. Under the Act, all qualified public depositories are required to pledge eligible collateral having a market value equal to or greater than the average daily or monthly balance of all public deposits, times the depository's collateral pledging level. The pledging level may vary depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in default. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof.

NOTE 4 – INTERFUND ACTIVITY

Balances between the CRA and the City of Destin as of year-end were as follows:

	Advance From	Advance To
City of Destin	$ 10,661,624	$ -
Community Redevelopment Agency	-	10,661,624
	$ 10,661,624	$ 10,661,624

During the year, the CRA transfers funds to the City for debt service requirements. Transfers in the amount of $1,214,763 have been reflected as debt service payments of principal ($913,081) and interest ($301,682) within these financial statements.

NOTE 5 − LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities for the year ended September 30, 2024:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Notes payable:					
Town Center Area Redevelopment Refunding Revenue Note, Series 2014	$ 8,057,786	$ -	$ (457,081)	$ 7,600,705	$ 472,896
Non-Ad Valorem Refunding Revenue Note, Series 2021	2,565,000	-	(456,000)	2,109,000	456,000
Total governmental activities long-term liabilities	$ 10,622,786	$ -	$ (913,081)	$ 9,709,705	$ 928,896

Town Center Area Redevelopment Refunding Revenue Note, Series 2014
Effective March 11, 2014, the City closed on a $11,871,000 note payable issued for the purpose of refunding certain outstanding debt of the City. Interest payments are due semiannually on June 1 and December 1 with the principal payments due on June 1. The note carries an interest rate of 3.41%. On June 8, 2015, the City reissued the bonds to extend the repayment period by ten years. The final payment is now due on June 1, 2037. The net proceeds of the Series 2014 revenue note were used to refund the Capital Improvement Revenue Bonds, Series 2005.

The Town Center Area Redevelopment Refunding Revenue Note, Series 2014 ordinance provides for establishment and maintenance of various funds maintained by the City:

- Town Center Area Redevelopment Revenue Special Revenue Fund records pledged revenues consisting of the ad valorem tax increment revenue;

- Town Center Area Redevelopment Revenue Note Series 2014 Debt Service Fund records all the debt service requirements of the issue which includes the principal, interest and reserve requirements.

NOTE 5 − LONG-TERM LIABILITIES (CONTINUED)

Restrictions on the use of cash accumulated in the Town Center Area Redevelopment Revenue Note, Series 2014, Special Revenue Fund, in order of priority, are as follows:

- Deposits to the Sinking Fund accounts are to be used to pay debt service on the 2014 Note and will be spent within a 12-month period beginning on the date of deposits. Moneys in the Sinking Fund will be depleted at least once a year except for a reasonable carryover amount not in excess of and one-twelfth (1/12) of the annual debt service on the 2014 Note for the preceding year.

Non-Ad Valorem Refunding Revenue Note, Series 2021
Effective May 21, 2021, the City closed on a $9,905,000 note payable with Key Government Finance, Inc. Interest and principal payments are made monthly. The note carries an interest rate of 1.139% and the final payment is due March 15, 2029.

The Non-Ad Valorem Refunding Revenue Note, Series 2021 ordinance provides for:

A. Financing the acquisition of certain real property within the City to be used to expand public beach access. The 2021 series included $2,819,000 of new debt issued to assist in the acquisition of two parcels of land in the Crystal Beach area that will be used to expand public beach access. Council has committed Okaloosa Half-Penny local discretionary infrastructure surtax funds to increasing public beach access, and these funds will be used to repay this portion of the debt.

B. Refunding certain debt obligations. The 2021 series refunded the Non-Ad Valorem Refunding Revenue Note, Series 2015A which was paying 2.71% and was scheduled to mature November 1, 2029 ($3,489,000), and the Harbor CRA Second Replacement, Series 2009 Note, As Restructured September 19, 2015 which was paying 2.84% and was scheduled to mature July 31, 2029 ($3,597,000).

C. Pledging certain funds to secure payment. This note is secured by the City's covenant to budget and appropriate Non-Ad Valorem Revenues and is subject to an anti-dilution test. The anti-dilution test states that net available non-ad valorem revenues should be maintained at 1.25 or higher of maximum annual debt service. This ratio was 5.25 as of September 30, 2024.

A summary of annual debt service requirements as of September 30, 2024 is as follows:

Fiscal Year Ending	Principal	Interest	Total
2025	$ 928,896	$ 280,825	$ 1,209,721
2026	957,258	259,443	1,216,701
2027	974,186	237,429	1,211,615
2028	1,000,700	214,803	1,215,503
2029	781,819	192,052	973,871
2030 - 2034	3,003,610	666,015	3,669,625
2035 - 2037	2,063,236	142,307	2,205,543
	$ 9,709,705	$ 1,992,874	$ 11,702,579

NOTE 6 – COMMITMENTS AND CONTINGENCIES

Grants

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the State of Florida. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the CRA expects such amount, if any, to be immaterial.

Litigation and Other Matters

The CRA is also the defendant in various claims, generally concerning development issues. In the opinion of management, any future costs associated with these claims will not have a significant adverse effect on the accompanying financial statements, and accordingly, no provision for losses has been recorded.

Risk Management

The Agency purchases insurance coverage through commercial insurance carriers to cover liability, workers' compensation, automobile, personal property, marine equipment and crime/fidelity risks. The CRA's liability and workers' compensation policies are retrospective policies that require adjusted premium calculations following the end of the policy period; however, the CRA does not retain any risk of loss through these coverages. All policies have been maintained for several years without reductions in coverage. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

Remedies for Default

As part of notes payable there are terms in such agreements that state if the CRA were to default on such agreements that all payments are to become current.

NOTE 7 − SUBSEQUENT EVENTS

The CRA has evaluated all subsequent events through February 20, 2025 the date the financial statements were available to be issued.

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REQUIRED SUPPLEMENTARY INFORMATION

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COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL–HARBOR FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Original Budget	Final Budget	Actual Amount	Variance With Final Budget
Revenues				
Property taxes	$ 983,120	$ 983,120	$ 987,062	$ 3,942
Interest	1,450	1,450	28,069	26,619
Miscellaneous	-	-	29,093	29,093
Total revenues	984,570	984,570	1,044,224	59,654
Expenditures				
Current				
Economic development	8,749,698	8,781,112	9,122,597	(341,485)
Debt service				
Principal	456,000	456,000	456,000	-
Interest	26,835	26,835	26,835	-
Total expenditures	9,232,533	9,263,947	9,605,432	(341,485)
Deficiency of revenues (under) expenditures	(8,247,963)	(8,279,377)	(8,561,208)	(281,831)
OTHER FINANCING SOURCE				
Transfers in from the City	8,164,972	8,164,972	-	(8,164,972)
Change in fund balances	(82,991)	(114,405)	(8,561,208)	(8,446,803)
Fund balances, beginning	730,649	730,649	730,649	-
Fund balances, ending	$ 647,658	$ 616,244	$ (7,830,559)	$ (8,446,803)

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL–TOWN CENTER FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Original Budget	Final Budget	Actual Amount	Variance With Final Budget
Revenues				
Property taxes	$ 2,080,379	$ 2,080,379	$ 2,078,235	$ (2,144)
Interest	1,350	1,350	92,127	90,777
Total revenues	2,081,729	2,081,729	2,170,362	88,633
Expenditures				
Current				
Economic development	411,351	820,672	263,717	556,955
Debt service				
Principal	457,081	457,081	457,081	-
Interest	274,771	274,771	274,847	(76)
Total expenditures	1,143,203	1,552,524	995,645	556,879
Change in fund balances	938,526	529,205	1,174,717	645,512
Fund balances (deficit), beginning	(963,747)	(963,747)	(963,747)	-
Fund balances (deficit), ending	$ (25,221)	$ (434,542)	$ 210,970	$ 645,512

OTHER REPORTS

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MAULDIN & JENKINS

CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors and Executive Director
Community Redevelopment Agency of the City of Destin, Florida
Destin, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Community Redevelopment Agency of the City of Destin, Florida (the "CRA"), (a component unit of the City of Destin, Florida), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated February 20, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Bradenton, Florida
February 20, 2025

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)

SCHEDULE OF FINDINGS AND RESPONSES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION I
SUMMARY OF AUDIT RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting: Material weaknesses identified?	____ Yes __X__ No
Significant deficiencies identified not considered to be material weaknesses?	____ Yes __X__ None reported
Noncompliance material to financial statements noted?	____ Yes __X__ No

Federal Awards and State Financial Assistance Projects

The CRA did not expend $750,000 in federal or state funds during its fiscal year ended September 30, 2024.

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES

None reported.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
(A Component Unit of the City of Destin, Florida)

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

None.

MAULDIN & JENKINS
CPAs & ADVISORS

INDEPENDENT AUDITOR'S MANAGEMENT LETTER

Board of Directors and Executive Director
Community Redevelopment Agency of the City of Destin, Florida
Destin, Florida

Report on the Financial Statements

We have audited the financial statements of the Community Redevelopment Agency of the City of Destin, Florida (the "CRA"), (a component unit of the City of Destin, Florida) as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated February 20, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standard* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 20, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding annual financial report requiring correction.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The CRA has made these disclosures in the notes to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the CRA reported:

a. There were three employees compensated in the last pay period of the CRA's fiscal year. The CRA paid 10% of the salaries of three City employees who are involved in financial reporting and leading CRA committee meetings.
b. There were no independent contractors to whom nonemployee compensation was paid in the last month of the CRA's fiscal.
c. There was compensation earned by three City employees.
d. There was no compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency.
e. There were two construction projects with a total cost of at least $65,000 approved by the CRA that began on or after October 1 of the fiscal year being reported at a total cost of $9,222,581.
f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the CRA amends a final adopted budget under Section 189.016(6), Florida Statutes, has been presented on pages 20 and 21 of this report.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Board of Trustees and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Bradenton, Florida
February 20, 2025

MAULDIN & JENKINS

CPAs & ADVISORS

INDEPENDENT ACCOUNTANT'S REPORT

Board of Directors and Executive Director
Community Redevelopment Agency of the City of Destin, Florida
Destin, Florida

We have examined the Community Redevelopment Agency of the City of Destin, Florida (the "CRA"), (a component unit of the City of Destin, Florida) compliance with Sections 218.415, 163.387(6), and 163.387(7), Florida Statutes, during the year ended September 30, 2024. Management of the CRA is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the CRA's compliance with specified requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2024.

This report is intended solely for the information and use of the CRA and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Bradenton, Florida
February 20, 2025

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ITEM # 2025-292

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Larry Jones , City Manager
Kimberly Kopp, City Attorney

DATE: March 3, 2025

SUBJECT: Resolution 25-05 - Gulf of America

I. BACKGROUND: At the regular City Council meeting of February 18, 2025, the City Council expressed support for a formal Resolution of the City Council, recognizing and supporting President Trump's renaming as the "Gulf of America" that waterbody formerly named as the Gulf of Mexico. The Legislative Sponsor for this Resolution 25-05 is Council Member Teresa Hebert.

II. DISCUSSION: Resolution 25-05 provides for City Council Recognition and Support for the Gulf of America, and states:

The City Council hereby recognizes and supports President Trump's Executive Order 14172 ("Restoring Names That Honor American Greatness"), which provides in part as follows:

"*The area formerly known as the Gulf of Mexico has long been an integral asset to our once burgeoning Nation and has remained an indelible part of America. The Gulf was a crucial artery for America's early trade and global commerce. It is the largest gulf in the world, and the United States coastline along this remarkable body of water spans over 1,700 miles and contains nearly 160 million acres. Its natural resources and wildlife remain central to America's economy today. The bountiful geology of this basin has made it one of the most prodigious oil and gas regions in the world, providing roughly 14% of our Nation's crude-oil production and an abundance of natural gas, and consistently driving new and innovative technologies that have allowed us to tap into some of the deepest and richest oil reservoirs in the world. The Gulf is also home to vibrant American fisheries teeming with snapper, shrimp, grouper, stone crab, and other species, and it is recognized as one of the most productive fisheries in the world, with the second largest volume of commercial fishing landings by region*

in the Nation, contributing millions of dollars to local American economies. The Gulf is also a favorite destination for American tourism and recreation activities. Further, the Gulf is a vital region for the multi-billion-dollar U.S. maritime industry, providing some of the largest and most impressive ports in the world. The Gulf will continue to play a pivotal role in shaping America's future and the global economy, and in recognition of this flourishing economic resource and its critical importance to our Nation's economy and its people, [President Trump directed] that it officially be renamed the Gulf of America."

The City of Destin boasts miles of shoreline and stunning white sand shores along the Gulf of America, and attracts thousands of tourists and millions of tourism dollars every year. The City of Destin is home to the largest U.S. commercial fishing fleet, as the City provides prime access to the Gulf of America from the beautiful Destin Harbor. The City's fishing and tourism industries bring much support to the local economy in the City of Destin as well as to greater Okaloosa County.

The City of Destin values the natural features of the area, including the Destin Harbor, the Choctawhatchee Bay, and the Gulf of America, and is a steward of the environmental and habitat resources. Understanding the importance of protecting its environmental resources, the City has supported programs, such as the artificial reef program, lionfish invasive species removal, protection areas for sea turtles and identification of nesting sites.

Direction to City Attorney and City Manager. The City Council of the City of Destin hereby directs the City Attorney and City Manager to take all appropriate actions to recognize and support the renaming as the 'Gulf of America' the area formerly named as the Gulf of Mexico, including amending City resolutions and ordinances, as applicable.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: Council Member Teresa Hebert

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve Resolution 25-05: **RECOGNIZING AND SUPPORTING PRESIDENT DONALD J. TRUMP'S RENAMING OF THE GULF OF AMERICA PURSUANT TO EXECUTIVE ORDER 14172, RECOGNIZING THE GULF OF AMERICA AS HOME TO VIBRANT AMERICAN FISHERIES TEEMING WITH SNAPPER, SHRIMP, GROUPER, AND STONE CRAB AND OTHER SPECIES; RECOGNIZNG THE GULF OF AMERICA AS A FAVORITE DESTINATION FOR DESTIN TOURISM AND RECREATION ACTIVITIES; DIRECTING THE CITY ATTORNEY AND CITY MANAGER TO TAKE ALL ACTIONS IN ACCORDANCE WITH THIS RESOLUTION, INCLUDING AMENDMENTS TO CITY RESOLUTIONS AND ORDINANCES AS APPLICABLE.**

Attachments:

1. Gulf of America Resolution 25-05_

ITEM # 2025-292

RESOLUTION 25-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; RECOGNIZING AND SUPPORTING PRESIDENT DONALD J. TRUMP'S RENAMING OF THE GULF OF AMERICA PURSUANT TO EXECUTIVE ORDER 14172, "RESTORING NAMES THAT HONOR AMERICAN GREATNESS"; RECOGNIZING THE GULF OF AMERICA AS HOME TO VIBRANT AMERICAN FISHERIES TEEMING WITH SNAPPER, SHRIMP, GROUPER, AND STONE CRAB AND OTHER SPECIES; RECOGNIZNG THE GULF OF AMERICA AS A FAVORITE DESTINATION FOR DESTIN TOURISM AND RECREATION ACTIVITIES; DIRECTING THE CITY ATTORNEY AND CITY MANAGER TO TAKE ALL ACTIONS IN ACCORDANCE WITH THIS RESOLUTION, INCLUDING AMENDMENTS TO CITY RESOLUTIONS AND ORDINANCES AS APPLICABLE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on January 20, 2025, President Trump signed Executive Order 14172 ("Restoring Names That Honor American Greatness"); and

WHEREAS, among other actions, that Executive Order required the Secretary of the Interior, acting pursuant to 43 U.S.C. 364 through 364f, to "take all appropriate actions to rename as the 'Gulf of America' the U.S. Continental Shelf area bounded on the northeast, north, and northwest by the State of Texas, Louisiana, Mississippi, Alabama and Florida and extending to the seaward boundary with Mexico and Cuba in the area formerly named as the Gulf of Mexico"; and

WHEREAS, as stated in that Executive Order, "[t]he area formerly known as the Gulf of Mexico has long been an integral asset to our once burgeoning Nation and has remained an indelible part of America;" and

WHEREAS, the City of Destin is a municipality within Okaloosa County, Florida, located in the northwestern portion of Florida's panhandle with a Southerly border on the Gulf of America; and

WHEREAS, the City of Destin boasts miles of shoreline and stunning white sand shores along the Gulf of America; and

WHEREAS, the largest U.S. commercial fishing fleet is located within the City of Destin and brings much support to the local economy in the City of Destin as well as greater Okaloosa County; and

WHEREAS, the City of Destin's tourism industry, which is heavily dependent on water activities, including activities within and beside the Gulf of America, brings in millions of dollars each year to the local economy; and

WHEREAS the City Council has determined that the policy set forth in this Resolution 2025-05 serves the health, safety and welfare of residents and visitors of the City of Destin; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN, **THAT:**

Section 1. Recitals. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. City Council Recognition and Support for the Gulf of America. The City Council hereby recognizes and supports President Trump's Executive Order 14172 ("Restoring Names That Honor American Greatness"), which provides in part as follows:

"*The area formerly known as the Gulf of Mexico has long been an integral asset to our once burgeoning Nation and has remained an indelible part of America. The Gulf was a crucial artery for America's early trade and global commerce. It is the largest gulf in the world, and the United States coastline along this remarkable body of water spans over 1,700 miles and contains nearly 160 million acres. Its natural resources and wildlife remain central to America's economy today. The bountiful geology of this basin has made it one of the most prodigious oil and gas regions in the world, providing roughly 14% of our Nation's crude-oil production and an abundance of natural gas, and consistently driving new and innovative technologies that have allowed us to tap into some of the deepest and richest oil reservoirs in the world. The Gulf is also home to vibrant American fisheries teeming with snapper, shrimp, grouper, stone crab, and other species, and it is recognized as one of the most productive fisheries in the world, with the second largest volume of commercial fishing landings by region in the Nation, contributing millions of dollars to local American economies. The Gulf is also a favorite destination for American tourism and recreation activities. Further, the Gulf is a vital region for the multi-billion-dollar U.S. maritime industry, providing some of the largest and most impressive ports in the world. The Gulf will continue to play a pivotal role in shaping America's future and the global economy, and in recognition of this flourishing economic resource and its critical importance to our Nation's economy and its people, [President Trump directed] that it officially be renamed the Gulf of America."*

The City of Destin boasts miles of shoreline and stunning white sand shores along the Gulf of America, and attracts thousands of tourists and millions of tourism dollars every year. The City of Destin is home to the largest U.S. commercial fishing fleet, as the City provides prime access to the Gulf of America from the beautiful Destin Harbor. The City's fishing and tourism industries

bring much support to the local economy in the City of Destin as well as to greater Okaloosa County.

The City of Destin values the natural features of the area, including the Destin Harbor, the Choctawhatchee Bay, and the Gulf of America, and is a steward of the environmental and habitat resources. Understanding the importance of protecting its environmental resources, the City has supported programs, such as the artificial reef program, lionfish invasive species removal, protection areas for sea turtles and identification of nesting sites.

Section 3. Direction to City Attorney and City Manager. The City Council of the City of Destin hereby directs the City Attorney and City Manager to take all appropriate actions to recognize and support the renaming as the 'Gulf of America' the area formerly named as the Gulf of Mexico, including amending City resolutions and ordinances, as applicable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 3RD DAY OF MARCH, 2025.

_____
BOBBY WAGNER, MAYOR

ATTEST:

_____
REY BAILEY, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
CITY OF DESTIN:

_____
KIMBERLY ROMANO KOPP
CITY ATTORNEY

ITEM # 2025-177

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Rey Bailey, City Clerk

FROM: Kimberly Montgomery, Deputy City Clerk

DATE: February 13, 2025

SUBJECT: Destin Little League Annual Opening Day Parade

I. BACKGROUND: The Destin Little League, Inc. is requesting use of city streets to hold their Annual Opening Day Parade from Destin Elementary School to the Dalton Threadgill Park on Saturday, March 8, 2025.

II. DISCUSSION:

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

B. Effect on Budget (EOB): There is no staff requirement for this event.

C. Level of Service (LOS): The City of Destin shall not incur any expense or revenue as a result of this event.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: All related and required documentation have been submitted, and legal sufficiency is and has been approved by the Risk Manager Jamie Hayes and the City Attorney Kimberly Kopp.

IV. RECOMMENDED MOTION: I move to approve the Destin Little League's request for use of city streets for their Annual Opening Day Parade on March 8, 2025.

Attachments:

1. Destin LL Opening Day Parade Req 25

CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Destin Little League, Inc.

Type of Event: Opening Day Parade

Date(s) of Event: March 8, 2025

Location of Event: Destin, FL – Kelly Street/Stalham/Hickory

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

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

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

4.** Local law enforcement services requested: Yes X_ ***This is required.*** Law enforcement officer contacted: _____

5.** Destin Fire Control District contacted: Yes X_ ***This is required.*** Person contacted: _____

6.** Okaloosa County Emergency Medical Services contacted: Person contacted: _____ Yes X__ ***This is required***

7. Please provide map of race route(s). Attached

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event: Volunteers walking back of parade providing cleanup. No throwouts are used in parade. Walking only.

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: Parking located at Destin Elementary School, parent homes, and Dalton Threadgill Park.

Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense

10. City Park Permit needed: Yes___ No X__ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? Yes, in neighborhhod (Threadgill Pak). No lights/glare.

_____

(Requester's or Acting Agent's Signature)

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

HOLD HARMLESS AGREEMENT

Destin Little League, Inc. agrees to indemnify and hold harmless the city of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the city of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Opening Day Parade to be held on 3/8/25.

In addition, the Destin Little League, Inc. agrees to provide the city of Destin a Certificate of Insurance naming the city as an Additional Insured reflecting general liability coverage of not less than $2,000,000.00.

Destin Little League, Inc.
(Corporate Name)

Signature of President

Kevin Schmidt
Print name and print President next to name

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, on this 10 day of FEBRUARY 2025 by KEVIN SCHMIDT who is personally known by me ✓ or has produced identification _____ Type of Identification: _____.

Kaye Capps (Seal)
Signature of Notary Taking Acknowledgement

KAYE CAPPS
Printed name of Notary Taking Acknowledgement

KAYE CAPPS
Commission # HH 436024
Expires December 19, 2027

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY): 11/17/24

PRODUCER

Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3090105-2025-1 3 09 01

INSURERS AFFORDING COVERAGE:

INSURER A:	**Interstate Fire & Casualty Company**
INSURER B: (Non-Liability)	**National Union Fire Insurance Company of Pittsburgh, PA**
INSURER C:	**AIG Specialty Insurance Company**
INSURER D:	**Markel American Insurance Company**

ADDITIONAL NAMED INSURED:

DESTIN LL
3833 Indian Trail
Destin, FL 32541

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #31 OF THE MASTER D&O POLICY.
** SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	**GENERAL LIABILITY**	UST030987250	01/01/2025	01/01/2026	EACH OCCURRENCE	$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$1,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	016033012	01/01/2025	01/01/2026	EACH LOSS	$1,000,000*
						AGGREGATE	$1,000,000
C	X	**CYBER LIABILITY COVERAGE**	017011565	01/01/2025	01/01/2026	**LIMIT OF LIABILITY CLAIMS MADE**	$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** ** **$1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** **$1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** ** **$1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
D	X	**INLAND MARINE/PROPERTY FLOATER**	MKLM7IM0055290	01/01/2025	01/01/2026	EACH LOSS	$35,000 Deductible: $500
A	X	**CRIME**	UST030998250	01/01/2025	01/01/2026	EACH LOSS	$35,000 Deductible: $1,000
B	X	**SPORTS EXCESS ACCIDENT**	SRG9105434	01/01/2025	01/01/2026	As in Master Policy: Med. Max. $100,000 Deductible $50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above-named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair, or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above-named Little League; and
2. That part of the ball field or other premises not being used by the above-named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. City of Destin FL

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S. RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY): 11/17/24

PRODUCER

Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3090105-2025-1 3 09 01

INSURERS AFFORDING COVERAGE:

INSURER A:	**Interstate Fire & Casualty Company**
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INSURER D:	**Markel American Insurance Company**

ADDITIONAL NAMED INSURED:

DESTIN LL
3833 Indian Trail
Destin, FL 32541

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INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	UST030987250	01/01/2025	01/01/2026	EACH OCCURRENCE	$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$1,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	016033012	01/01/2025	01/01/2026	EACH LOSS	$1,000,000*
						AGGREGATE	$1,000,000
C	X	**CYBER LIABILITY COVERAGE**	017011565	01/01/2025	01/01/2026	**LIMIT OF LIABILITY CLAIMS MADE**	$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** ** **$1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** **$1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** ** **$1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
D	X	**INLAND MARINE/PROPERTY FLOATER**	MKLM7IM0055290	01/01/2025	01/01/2026	EACH LOSS	$35,000 Deductible: $500
A	X	**CRIME**	UST030998250	01/01/2025	01/01/2026	EACH LOSS	$35,000 Deductible: $1,000
B	X	**SPORTS EXCESS ACCIDENT**	SRG9105434	01/01/2025	01/01/2026	As in Master Policy: Med. Max. $100,000 Deductible $50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above-named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair, or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above-named Little League; and
2. That part of the ball field or other premises not being used by the above-named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

City of Destin FL
4200 Indian Bayou Trail
Destin, FL 32541

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S. RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2024

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

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

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland PA 17867

CONTACT NAME: David Irwin
PHONE (A/C, No, Ext): (570) 473-2150 **FAX (A/C, No):** (570) 473-2151
E-MAIL ADDRESS: DIrwin@Keystoneinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Interstate Fire & Casualty Company	22829
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Little League Baseball Risk Purchasing Group, Incorporated
DESTIN LL
3833 Indian Trail
Destin FL 32541

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER: Per League	X	X	UST030987250	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SEXUAL ABUSE OCC/AGG	$ 1,000,000 $ 300,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1M/$1M
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Certificate Holder is named as Additional Insured per form CG 2026 (12/19)

CERTIFICATE HOLDER
City of Destin FL
4200 Indian Bayou Trail
Destin FL 32541

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: UST030987250

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or
City of Destin FL 4200 Indian Bayou Trail Destin, FL 32541
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

POLICY NUMBER: UST030987250

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
City of Destin FL 4200 Indian Bayou Trail Destin, FL 32541
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

Friday, February 7, 2025 at 10:20:26 Central Standard Time

Subject: RE: Request for Destin Little League Parade
Date: Monday, February 3, 2025 at 8:58:45 AM Central Standard Time
From: Joseph J. Fulghum
To: Board Email, Patrick Maddox, Matt Taylor
CC: Brian M. Parkton, Graham Pearce
Attachments: image001.png

The parade and route are approved. We will lead the parade with lights, but due to concerns over noise disturbances in the residential neighborhood, we will not be utilizing the sirens, unless an emergency deems the siren necessary.

D/S Pearce,

Please adjust your schedule to accommodate this event.

Joseph Jason Fulghum
Captain, East District
Okaloosa County Sheriff's Office
4300 E. Legendary Dr. Suite 250
Destin, Fl 32541
(850)613-2208

From: Board Email <destinlittleleague@gmail.com>
Sent: Friday, January 31, 2025 2:28 PM
To: Patrick Maddox <pmaddox@myokaloosa.com>; Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>; Matt Taylor <MTaylor@destinfire.com>
Subject: Request for Destin Little League Parade
Importance: High

WARNING: This E-Mail Originated Outside of the Sheriff's Office.

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

This email is a request for your approval of our opening day parade for Destin Little League on March 8th, 2025. It will depart at 8:30AM from Destin Elementary School (Kelly St). It will go West on Kelly, turn on Stahlman and finish at 711 Hickory. We have volunteers with safety vests assigned for each intersection on Kelly. Please let me know if you need anything further for the request.

We would love to have emergency personnel lead the parade when we leave with sirens and lights blazing!!!

Friday, February 7, 2025 at 10:20:52 Central Standard Time

Subject: RE: Request for Destin Little League Parade
Date: Friday, January 31, 2025 at 2:32:15 PM Central Standard Time
From: Patrick Maddox
To: 'Board Email', jfulghum@sheriff-okaloosa.org, Matt Taylor
CC: Catherine Card Okaloosa Schools PIO, Tamara Young Destin PIO, Darrel Welborn
Attachments: image002.jpg, image003.jpg, image004.png, image005.png

Good Afternoon,

Although Public Safety has no objection to the event, this will be subject to approval of the route and traffic plan by OCSO, any requirements from the City of Destin for permitting, and lack of objection by Okaloosa County Schools for gathering at their facility.

Stay safe,

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

From: Board Email <destinlittleleague@gmail.com>
Sent: Friday, January 31, 2025 2:28 PM
To: Patrick Maddox <pmaddox@myokaloosa.com>; jfulghum@sheriff-okaloosa.org; Matt Taylor <MTaylor@destinfire.com>
Subject: Request for Destin Little League Parade
Importance: High

Good Afternoon,

This email is a request for your approval of our opening day parade for Destin Little League on March 8th, 2025. It will depart at 8:30AM from Destin Elementary School (Kelly St). It will go West on Kelly, turn on Stahlman and finish at 711 Hickory. We have volunteers with safety vests assigned for each intersection on Kelly. Please let me know if you need anything further for the request.

We would love to have emergency personnel lead the parade when we leave with sirens and lights blazing!!!

Friday, February 7, 2025 at 10:20:42 Central Standard Time

Subject: RE: Request for Destin Little League Parade
Date: Friday, January 31, 2025 at 2:42:31 PM Central Standard Time
From: Matt Taylor
To: Board Email
CC: Permit and Inspections Division, Mike Landis, Jeff Anderson, Justin Blixt, Kevin Sasser
Attachments: image002.jpg, image003.png

Kevin,

Thank you for notifying the Destin Fire Control District of the Annual Destin Little League Opening Day Parade on March 8, 2025, at 8:30. *The appropriate shift has been copied on this e-mail.*

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

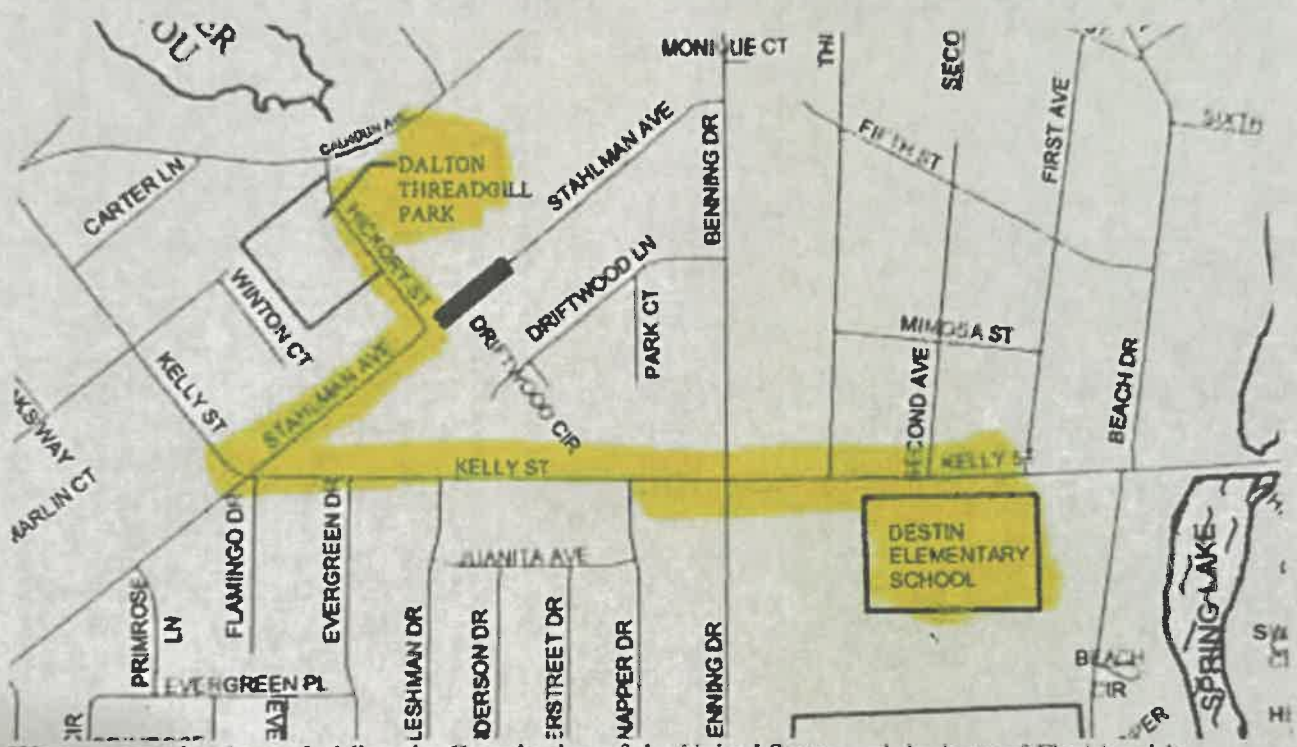
Have a great run and if you need any other assistance, please contact me.

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

Matt Taylor, Fire Marshal
Destin Fire Control District
Cell 850-685-3367
Office 850-837-8413

DESTIN FIRE CONTROL DISTRICT
DESTIN FIRE RESCUE FLORIDA
EST. 1961

From: Board Email <destinlittleleague@gmail.com>
Sent: Friday, January 31, 2025 2:28 PM
To: Patrick Maddox <pmaddox@myokaloosa.com>; jfulghum@sheriff-okaloosa.org; Matt Taylor <MTaylor@destinfire.com>
Subject: Request for Destin Little League Parade



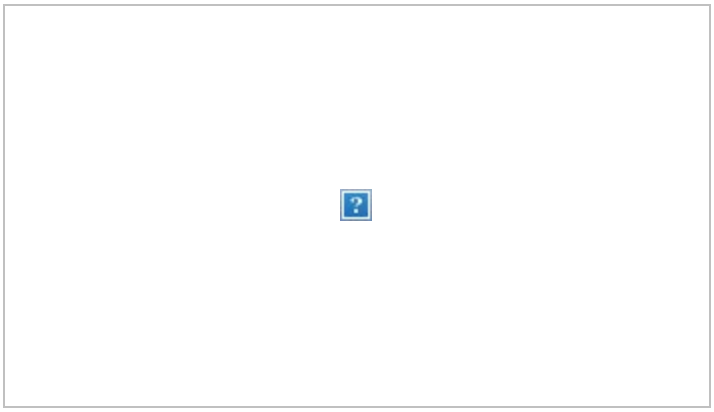
We are committed to upholding the Constitution of the United States and the laws of Florida with excellence and integrity. We strive to reduce crime while providing fair and equal treatment for all. We are honored to serve and protect.

From: Jamie Haynes
To: Kim Montgomery
Cc: Rey Bailey; Sharon Gardner; Necee Peart
Subject: RE: Destin Little League Parade
Date: Thursday, February 13, 2025 9:30:08 AM
Attachments: image001.png

Approved.

Thanks!

Jamie



From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Thursday, February 13, 2025 9:03 AM
To: Jamie Haynes <jhaynes@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Necee Peart <npeart@cityofdestin.com>
Subject: Destin Little League Parade
Importance: High

Just a little reminder to review/approve the attachments for the Destin LL Opening Day Parade, and if you would reply to all from Kim's approval email she sent last night at 5:04 PM, please, that would make it easier. The request must be on the March 3rd Council agenda since the parade is on the 8th. Thank you!

-Kim

From:	Kimberly Kopp
To:	Kim Montgomery; Jamie Haynes
Cc:	Rey Bailey; Sharon Gardner; Necee Peart; Lisa Firth
Subject:	RE: Destin Little League Opening Day Parade request
Date:	Wednesday, February 12, 2025 5:03:58 PM
Attachments:	image002.gif image003.png

Looks good to me.



Kimberly Romano Kopp, Esq., LEED AP
Board Certified in City, County, & Local Government Law
Romano Kopp Law, P.A.
P.O. Box 5524
Destin, Florida 32541
Phone: (850) 963-6030

Phone: (407) 430-7070 (no text messages)
Email: kkopp@romanokopplaw.com

From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Monday, February 10, 2025 12:35 PM
To: Kimberly Kopp <kkopp@romanokopplaw.com>; Jamie Haynes <jhaynes@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Necee Peart <npeart@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Subject: Destin Little League Opening Day Parade request
Importance: High

Good day KK & Jamie,

Please find attached the request for use of city right-of-way for the Annual Destin Little League's Opening Day Parade on March 8, 2025. Everything seems to be in order, if you both would please review and respond to this email, if you agree, so I can get it on the City Council agenda

-Kim

ITEM # 2025-104

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: February 13, 2025

SUBJECT: SUN Trail Grant Agreement for Crosstown Connector Multiuse Pathway Design

I. BACKGROUND: The SUN Trail network aligns with the Florida Greenways and Trails System (FGTS) Plan's Land Trail Priority Network overseen by the Department of Environmental Protection's Office of Greenways and Trail (OGT) and includes connections to and through lands of the Florida Wildlife Corridor Act.

The existing SUN Trail route through Destin was identified by FDOT but can be changed by local governments.

II. DISCUSSION: FDOT approved this grant funding for Destin to design the multi-use pathway along the new Crosstown Connector roadway to ensure that it satisfies the SUN Trail requirements. Much of the existing SUN Trail route through Destin does not meet the current SUN Trail requirements; new multi-use pathways that are intended for SUN Tail inclusion should meet the minimum SUN Trail requirements. This grant will ensure that the SUN Trail along the Crosstown Connector is designed to meet the SUN Trail requirements. Since the sidewalk has already been designed, updating that design can be accomplished quickly without a significant expense. Atkins is preparing an amendment now to accomplish this task.

A. Link to Strategic Goals / Objectives: 4.18 Crosstown Connector

B. Effect on Budget (EOB): The Grant Agreement's maximum reimbursement to the city is limited to $200,000 and no match is required by the City.
This grant was not anticipated nor budgeted. A budget amendment is attached to increase Grant Revenue and Grant Expenditures for FY 2025.

Budget Amendment -

Increase Revenue Budget $200,000
Increase Expenditure Budget $200,000

Accounts Receivable: 305-133403-EN611 Grant Fund-AR FDOT-SunTrail BeachToBenning
Unearned Revenue: 305-223403-EN611 Grant Fund-Unearned Rev FDOT-SunTrail BeachToBenning
Revenue Earned: 305300-334400-EN611 Grant Fund Rev-Earned Rev FDOT-SunTrail BeachToBenning
Expenditures: 30554200-531000-En611 Grant Fund Exp-Expenditures FDOT-SunTrail BeachToBenning

C. Level of Service (LOS): LOS will be increased.
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION: Staff recommends approving this grant agreement and making minor design changes to the multi-use pathway along the crosstown connector in order to be SUN Trail compliant. This work will not delay the construction of the crosstown connector.

IV. RECOMMENDED MOTION: I move that the Council approve SUN Trail agreement 44055323401 and authorize the City Manager to execute it.
I move to accept the Amendment to the FY 2025 Budget to increase Grant Revenue and Grant Expenditures in the amount of $200,000.

Attachments:

1. 2025 0218 Budget Amend FDOT Suntrail EN611 grant
2. 440553-2-Destin Crosstown Connector_Draft

CITY OF DESTIN Budget Amendment Form

Fiscal Year	2025	Short Decription	FDOT SUNTRAIL GRANT	Entity Code	1
Period	5	Effective Date	2/18/2025	Amendment Type*	2
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
305300 GRANT REV	334400 FDOT GRANT	EN611	SET-UP FDOT GRANT SUNTRAIL DESIGN	I	$ 200,000.00	$ -	$ 200,000.00
30554200 STATE MM	531000 PROF SVC	EN611	SET-UP FDOT GRANT SUNTRAIL DESIGN	I	$ 200,000.00	$ -	$ 200,000.00
		Also do JE: DR 305-133403-EN611// CR 305-223403-EN611					
				TOTAL	$ 400,000.00		

	Initials	Date
Created by:	____	____
Entered by:	____	____
Approved by:	____	____

Note
Budget Amendment for grant from FDOT (of FDEP OGT Suntrail) to design Suntrail-compliant multi-modal pathway from Benning to Beach along "crosstown connector" route for potential construction funding from FDEP's Office of Greeways & Trails (OGT).

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

Financial Project No:44055323401	**Contract No. _____**	**Vendor No.:** F592480854001	**CSFA No. and Title:** 55.038 Florida Shared-Use Nonmotorized (SUN) Trail Network Program

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT ("Agreement") is entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation, ("Department"), and City of Destin, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.

B. The Florida Shared-Use Nonmotorized Trail Network Program is included in the Department's work program for the purposes of funding and maintaining projects within the network.

C. The purpose of this Agreement is to provide for the Department's participation *in Design of a 12-foot multi-use path from the intersection of Legion Drive/Beach Drive to the intersection of Azelea Drive/Benning Drive* , as further described in **Exhibit "A", Project Description and Responsibilities** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.

D. The Recipient by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof as **Exhibit "E"**, **Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 3, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the **May 5, 2025** or within (**N/A**

Design days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. **Project Cost:**

    a. The estimated total cost of the Project is $200,00. This amount is based upon the schedule of funding in **Exhibit "B", Schedule of Financial Assistance**. The schedule of funding may be modified by mutual agreement of the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $200,00 and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. **Compensation and Payment:**

    a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number **440553-2-34-01**, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require written approval in advance by the Department.

c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit H– Contract Payment Requirements.**

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of

Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or

agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by **between Phase IV and Final Plans** the Department may, at its discretion, terminate this Agreement.

c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.

d. In the event the cost of the Project is greater than $250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.

e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.

c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project

involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, **(N/A Design**) _____, at (___) ___-_____ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.

f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: The following provisions are incorporated into this Agreement:

a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this

Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

The remainder of this page intentionally left blank.

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

TANYA BRANTON, SUN TRAIL COORDINATOR
1074 HIGHWAY 90 EAST
CHIPLEY, FLORIDA 32428
(850) 330-1550
TANYA.BRANTON@DOT.STATE.FL.US

RECIPIENT:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541
850-837-4242
LJONES@CITYOFDESTIN.COM

b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

> "To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.
>
> This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess

policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes. The Recipient shall:

  i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

  ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

j. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes. The Recipient shall:

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

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

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

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

v. Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

vi. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: **District Three** (Enter appropriate District Contact)

k. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

l. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

a. Exhibits A, B, C, D, E, G and H are attached to and incorporated into this Agreement.

b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance Schedule
Exhibit C: Engineer's Certification of Compliance
Exhibit D: Audit Requirements for Awards of State Financial Assistance
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction
Exhibit G: Maintenance Memorandum of Agreement
Exhibit H: Contract Payment Requirements

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

By:_____
Name: Larry Jones
Title: City Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

District Three General Counsel

Legal Review:

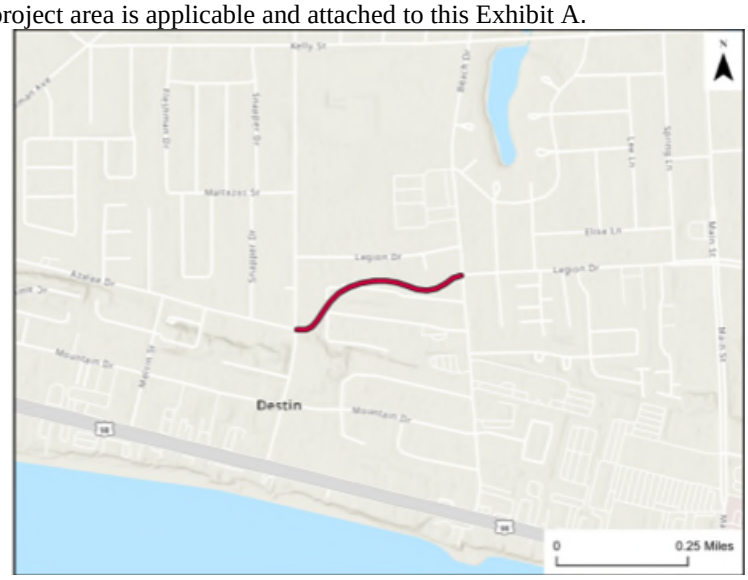
_____

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Program Agreement between the State of Florida, Department of Transportation and City of Destin.

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Destin Crosstown Connector Multi-use path from Benning Drive to Beach Drive

B. Project Location (limits, city, county): City of Destin, Okaloosa County
☒ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.



C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Design of a 12-foot multi-use path from the intersection of Legion Drive/Beach Drive to the intersection of Azelea Drive/Benning Drive

D. Deliverable(s): Design of a 12-foot multi-use path from the intersection of Legion Drive/Beach Drive to the intersection of Azelea Drive/Benning Drive

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Any change orders not pre-approved by the Department will not be reimbursable. Any funds expended outside of the scope of contract

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT B

SCHEDULE OF FINANCIAL ASSISTANCE

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440553-2-34-01	GRTR	088849	2025	751000	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	$200,000
	Total Financial Assistance						$200,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local%	Federal %
Land Acquisition	***$***	***$***	***$***	***$***			
Planning	***$***	***$***	***$***	***$***			
Environmental/Design/Construction	***$200,000***	***$***	***$***	***$200,000***	100%		
Totals	***$200,000***	***$***	***$***	***$200,000***	100%		

*Shifting items between these grant phases requires execution of an Amendment to the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Tanya Branton	District SUN-Trail Coordinator
Department Grant Manager Name	
DocuSigned by: Tanya Sanders Branton 1DE145F4E2...	01/13/2025 | 3:59 PM EST
Signature	Date

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and The City of Destin_____

PROJECT DESCRIPTION: Destin Crosstown Connector Multi-use path from Benning Drive to Beach Drive

FINANCIAL MANAGEMENT ID#440553-2-34-01_____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20___.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of final design plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT D

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM
CSFA Number:	55.038
***Award Amount:**	$200,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

1. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, Department RIGHT-OF-WAY.

2. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

3. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

4. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

5. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

6. The Recipient will be solely responsible for cleanup or restoration required to correct any environmental or health hazards that may result from construction operations.

7. The Recipient will be required to maintain the Project at least until final acceptance by the Department and the Recipient shall be obligated to maintain the Project beyond final acceptance in accordance with this Agreement and a Maintenance Memorandum of Agreement between the Department and Recipient. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

8. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient 's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If

the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

9. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

10. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.

11. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

12. Restricted hours of operation will be from (**N/A**), unless otherwise approved by the Operations Engineer, or designee.

13. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

N/A

Note: (Confirm information above for District)

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT G

MAINTENANCE MEMORANDRUM OF AGREEMENT

Maintenance MOA Language for Off-system Multi-Use Trail Project

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. #**_440553-2-34-01_____,** for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.

2. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, aesthetic features, and all other features of the Multi-Use Trail Project. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge and provide weed control along the Multi-Use Trail Project corridor from **_Benning Drive____** to **_Beach Drive_____** The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.

3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by Recipient. The Recipient approves and delegates to the City Manager the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.

4. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project.

5. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.

6. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.

7. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.

8. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement; or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within __90____ days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.

9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

EXHIBIT H
CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

ITEM # 2025-130

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: February 13, 2025

SUBJECT: Atkins Amendment 6 - Crosstown SUN Trail Design

I. BACKGROUND: The SUN Trail network aligns with the Florida Greenways and Trails System (FGTS) Plan's Land Trail Priority Network overseen by the Department of Environmental Protection's Office of Greenways and Trail (OGT) and includes connections to and through lands of the Florida Wildlife Corridor Act.

The existing SUN Trail route through Destin was identified by FDOT but can be changed by local governments.

II. DISCUSSION: FDOT approved this grant funding for Destin to design the multi-use pathway along the new Crosstown Connector roadway to ensure that it satisfies the SUN Trail requirements. Much of the existing SUN Trail route through Destin does not meet the current SUN Trail requirements, new multi-use pathways that are intended for SUN Tail inclusion should meet the minimum SUN Trail requirements. The current Crosstown multi-use pathway design does not meet the minimum SUN Trail requirements. Since the sidewalk has already been designed, updating that design can be accomplished quickly without a significant expense.

Atkins has prepared Amendment 6 that will incorporate design changes to the 100% plans making the eastbound multi-use pathway along the Crosstown Connector SUN Trail complaint (attached).

A. Link to Strategic Goals / Objectives: 4.18 Crosstown Connector

B. Effect on Budget (EOB): Amendment 6 is for a fixed fee of $18,848.56. Staff propose using the grant from FDOT to fund this project. The grant and related budget amendment are on the agenda for Council consideration.

	30554200-531000 EN611 FDOT-PROF SVCS-SUNTRAIL
FY 25 Adopted Budget*	$ -
Budget Amendments (Grants)	200,000
Revised Budget	200,000
Previous Expenses/Encumbrances	-
Available Program Budget	200,000
This Agreement +(-)	(18,849)
FY 25 Remaining Program Budget	$ 181,151

C. **Level of Service (LOS):** LOS will be increased.
D. **Legislative Sponsor:**
E. **Business Impact Statement:**

III. CONCLUSION: Staff recommend approving Amendment 6. This work will not delay the construction of the crosstown connector.

IV. RECOMMENDED MOTION: I move the Council approve Amendment 6 to the Atkins Contract and authorize the City Manager to execute it.

Attachments:

1. DCTC Amendment No6 (SunTrail) proposal 020625
2. Atkins_Contract_10.19.20
3. Amendment 1 and NTP
4. Amendment 2
5. Amendment 3
6. Amendment 4
7. Amendment 5

AMENDMENT NO. 6 TO

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DESTIN AND ATKINS NORTH AMERICA, INC

THIS AMENDMENT is made and entered into this _____ day of February, 2025, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC. (ATKINSREALIS USA INC), (**hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020, for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1) Addition of Services:

   The Consultant shall provide an update to the 100% plans incorporating design changes to make the eastbound sidewalk along the Cross Town Connector SUN Trail compliant. Additional details described in the Scope of Services (Attachment A).

2) Compensation and Schedule:

   The City shall pay a fixed fee of $18,848.56 for the additional services as outlined in the Fee Schedule (Attachment B). Invoicing will be monthly on a percent complete basis.

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

_____
Larry Jones
City Manager

ATKINS NORTH AMERICA, INC

(ATKINSREALIS USA INC.)

_____
Matthew A. Taylor,
Vice President, PE

Attest to Signature:

_____

Rey Bailey, City Clerk

ATTACHMENT A

SCOPE OF SERVICES

AtkinsRéalis

Scope of Services

Amendment 6 – SUN Trail

PROJECT BACKGROUND

This is a supplemental agreement to revise the 100% plans of the Destin Connector from Beach Drive to Benning Drive to include changes necessary for SUN Trail compliance.

SUBMITTALS

The tasks included with this amendment are the following:

1. Final Plans Update
2. Cost estimate

TASK 1: Final Plans

AtkinsRéalis will revise the 100% plans to make the sidewalk along the south side of the Destin Connector SUN Trail compliant. Design elements

1. Design Updates: Update design elements for SUN Trail compliance. The master design file will be updated to show a 12’ shared use path instead of the current 10’ shared use path, and design elements from the component sets will also be updated to accommodate the 12’ shared use path.
    a. Roadway Design File
    b. Typical Sections
    c. Signing and Marking Design File
    d. Landscaping
    e. Drainage
    f. Lighting
    g. Quantities

2. Plans Updates: Update the plans based on the design file changes for the 12’ shared use path.
    a. Roadway plan sheets
    b. Special Profiles
    c. Typical section sheets
    d. Cross sections
    e. Drainage cross-sections
    f. Signing and marking plans
    g. Landscaping Plans

h. Lighting
i. Summary of quantities

TASK 2: Cost Estimate

3. AtkinsRéalis will update the construction cost estimate based on the updated quantities and the current unit prices.

Project Assumptions and Services Not Included

- No additional survey will be required.
- No permit modification required for NWFWMD
- No modification to City's Major Subdivision/DO permits

ATTACHMENT B

FEE SCHEDULE

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Cross Town Connector
County:
FPN:
FAP No.:

Consultant Name: AtkinsRéalis
Consultant No.:
Date: 2/6/2025
Estimator: JBP

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Engineer	Engineer	Designer									SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$77.00	$68.00	$39.00	$48.00											
3. Project Common and Project General Tasks	8	8	0	0	0	0	0	0	0	0	0	0	0	8	$616	$77.00
4. Roadway Analysis	43	2	22	10	9	0	0	0	0	0	0	0	0	43	$2,472	$57.49
5. Roadway Plans	20	1	10	5	4	0	0	0	0	0	0	0	0	20	$1,144	$57.20
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	6	0	3	3	0	0	0	0	0	0	0	0	0	6	$321	$53.50
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	4	0	1	2	1	0	0	0	0	0	0	0	0	4	$194	$48.50
20. Signing & Pavement Marking Plans	6	0	2	2	2	0	0	0	0	0	0	0	0	6	$310	$51.67
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	2	0	2	0	0	0	0	0	0	0	0	0	0	2	$136	$68.00
24. Lighting Plans	6	0	6	0	0	0	0	0	0	0	0	0	0	6	$408	$68.00
25. Landscape Analysis	7	0	7	0	0	0	0	0	0	0	0	0	0	7	$476	$68.00
26. Landscape Plans	12	0	12	0	0	0	0	0	0	0	0	0	0	12	$816	$68.00
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	114	11	65	22	16	0	0	0	0	0	0	0	0	114		
Total Staff Cost		$847.00	$4,420.00	$858.00	$768.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$6,893.00**	**$60.46**

Check = $6,893.00

SALARY RELATED COSTS:					$6,893.00
OVERHEAD:		158%			$10,908.17
OPERATING MARGIN:		15%			$1,033.95
FCCM (Facilities Capital Cost Money):		0.195%			$13.44
EXPENSES:		0.00%			$0.00
Survey (Field - if by Prime)	0	4-person crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$18,848.56**
Subconsultant: Enter Name Sub 1					$0.00
SUBTOTAL ESTIMATED FEE:					**$18,848.56**
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$18,848.56**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$18,848.56**

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (hereinafter referred to as the "Agreement") made and entered into this 19th day of October, 2020, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and ATKINS NORTH AMERICA, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional consulting engineering services; and

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1
CONSULTANT'S RESPONSIBILITIES

1.1 **CONSULTANT'S SERVICES**

1.1.1 The CONSULTANT'S Services consist of those services performed by the CONSULTANT, CONSULTANT'S employees and CONSULTANT'S consultants as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.

1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.

1.1.3 The CONSULTANT'S Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S Services. The schedules may be adjusted as various tasks proceed, and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2
CONSULTANT'S SERVICES

2.1 Consultant's General Services Provided

In accordance with the REVISED PROPOSAL dated June 4, 2020 to the Request for Proposals (RFP) NO. 14-02-PS, Roadway and Civil Engineering Design Services for the Cross Town Connector – Beach Drive to Benning Drive, which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be

provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council and the general public; right-of-way identification, appraisal and assistance in acquisition; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee, and the entirety of the Scope of Work as outlined in Section 2.2 of this Agreement (hereinafter referred to as "Consultant's Services").

2.2 Scope of Work

The Scope of work is created based on the last Atkins Progress Report submitted October 1, 2018, which is attached hereto as Exhibit "B".
The project shall include the redesign from the current four -lane road design to a two-lane road design within a 71' wide right-of-way in accordance with the policies and procedures outlined in the City's Land Development Code and the current FDOT policies, standards and specifications, including the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways, the Standard Specifications for Road and Bridge Construction and the book of FDOT Design Standards.
The Consultant shall develop the road alignment in compliance with the ***National Environmental Policy Act (NEPA).*** The standard used for document development and processing will be the ***Project Development and Environment (PD&E) Manual.***
The proposed alignment is approximately 0.3 mi. in length and development of the connector will require right-of-way acquisition.
Professional services shall have the following components:

- Redesign current plan to a two-lane road design within a 71' wide right-of-way
- Complete PD&E Study
- Environmental permitting
- NPDES & NWFWMD compliance
- Public Meeting support
- Finalize any outstanding Traffic Studies
- Plans for Sequence of Construction, Maintenance of Traffic and Transportation
- Preliminary Design Documents
- Final Design Documents and construction estimates
- Construction Documents
- Grant Assistance
- Right-of-Way & Easement Plats
- Assistance in right-of-way acquisition
- Bidding and Construction Services
- Complete Development Review processes
    a. The following applications will be needed as a part of this project:
        i. Major Development Order
        ii. Major Subdivision

2.3 Project Meetings and Documentation Deliverables

Project progress meetings will be required and shall be bi-weekly or monthly at the City's discretion. Project documentation shall be provided to the City outlined above shall be required.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 CONSULTANT shall be compensated in accordance with the Scope and Fee Proposal attached hereto as Exhibit "C".

3.2 All payments upon Agreement are contingent upon the CONSULTANT'S Services being acceptable to the CITY, which shall be determined by the CITY in its sole discretion, but shall not be unreasonably withheld. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.

ARTICLE 4
CITY'S RESPONSIBILITIES

4.1 **CITY SERVICES**

4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S Services. All information and document submittals shall be made directly to this individual.

4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S Services.

4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S Services.

ARTICLE 5
OWNERSHIP AND USE OF DOCUMENTS

All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6
TERMINATION, SUSPENSION OR ABANDONMENT

6.1 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.

6.2 This Agreement may be terminated by either party for any reason or no reason whatsoever upon not less than sixty (60) days written notice.

6.3 The CITY may suspend an open task order upon not less than ten (10) days written notice.

6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.

6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

6.6 ***In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.***

ARTICLE 7
NOTICES

7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN

Lance Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

CONSULTANT

Matthew A. Taylor, P.E.
Atkins North America, Inc.
2114 Airport Blvd, Suite 1450,
Pensacola, FL 32504
(850) 236-8675

ARTICLE 8
INSURANCE REQUIREMENTS

8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than $2,000,000.00 per event/$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at the statutory limits. Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, and Business Automobile policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.

8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFP number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "D" and made a part hereof.

8.3 The required insurance policies shall contain the following provisions:

8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.

8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9
SOVEREIGN IMMUNITY

9.1 The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the City of Destin's (including its employee's, elected officials, and any other person who may be entitled to such rights and immunities)rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

ARTICLE 10
INDEMNIFICATION

10.1 CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida.

11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The

waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.

11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

11.9 The CONSULTANT'S Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services.

11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.12 Venue and Choice of Law.. The exclusive venue for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in state courts of Okaloosa County, Florida and nowhere else. The parties intend that

this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida.

11.13 **JURY TRIAL WAIVER. CONSULTANT AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.**

11.14 In any dispute relating to this Agreement each party shall be responsible for its own respective attorney's fees and costs.

11.15 Notices. All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

11.16 Public records. If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, the CONSULTANT's duty to provide public records relating to this Agreement, the Consultant must contact the Custodian of Public Records, City Clerk, Rey Bailey, at (850) 837-4242, City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541

Contractor must comply with Florida Public Records Laws, Chapter 119, Florida Statutes. Specifically, CONTRACTOR must:

11.16.1 Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

11.16.2 Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

11.16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

11.16.4 Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

11.17 This project and contract is subject to all applicable provisions for FDOT Local Agency Program Manual #525-010-300.

11.18 CONSULTANT shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the City in a non-discriminatory environment. Consultant shall not discriminate on the basis of race, color, national origin, and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters **337** and **339**, Florida Statutes, and **Rule Chapter 14-78, Florida Administrative Code**.

11.19 This Agreement is binding on the parties, their successors and assigns.

11.20 PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ATKINS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

11.21 Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the Parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative construction means or methods, or losses of funding.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

Lance Johnson
Its: City Manager

10-16-20
Date

CONSULTANT:

By: MATTHEW TAYLOR
Its: VICE PRESIDENT

10/14/2020
Date

Attest to Signature:

Rey Bailey
City Clerk

SEAL

Witness to Signature:

Charles S. Carswell
Print Name: CHARLES S. CARSWELL

Witness to Signature:

Print Name: LONIE BROWN

Approved as to Legal Form:

Kyle Bauman, City Attorney

EXHIBITS

A. Cross Town Connector revised SOW 6-4-2020
B. Destin Schedule July 2020
C. Destin Connector Scope Fee Redesign Reevaluation
D. Certificates of Insurance

EXHIBIT A

Cross Town Connector Revised Scope of Work 6/4/20

2.2 Scope of Work

The Scope of work is created based on the last Atkins Progress Report submitted October 1, 2018 (attached).

The project shall include the redesign from the current four -lane road design to a two-lane road design within a 71' wide right-of-way in accordance with the policies and procedures outlined in the City's Land Development Code and the current FDOT policies, standards and specifications, including the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways, the Standard Specifications for Road and Bridge Construction and the book of FDOT Design Standards.

The Consultant shall develop the road alignment in compliance with the ***National Environmental Policy Act (NEPA).*** The standard used for document development and processing will be the ***Project Development and Environment (PD&E) Manual.***

The proposed alignment is approximately 0.3 mi. in length and development of the connector will require right-of-way acquisition.

Professional Services shall have the following components:

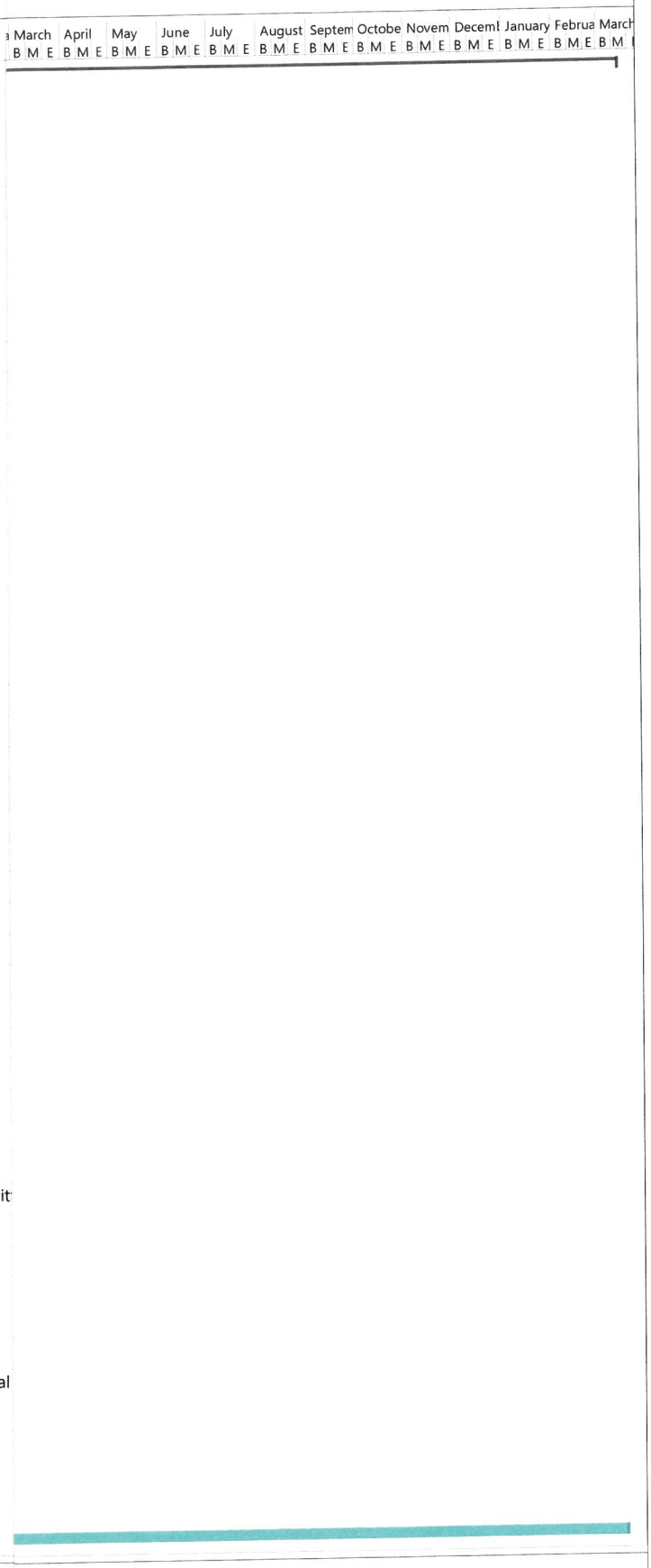
- Redesign current plan to a two-lane road design within a 71' wide right-of-way
- Complete PD&E Study
- Environmental permitting
- NPDES & NWFWMD compliance
- Public Meeting support
- Finalize any outstanding Traffic Studies
- Plans for Sequence of Construction, Maintenance of Traffic and Transportation
- Preliminary Design Documents
- Final Design Documents and construction estimates
- Construction Documents
- Grant Assistance
- Right-of-Way & Easement Plats
- Assistance in right-of-way acquisition
- Bidding and Construction Services
- Complete Development Review processes
    a. The following applications will be needed as a part of this project:
        i. Major Development Order
        ii. Major Subdivision

<u>Project Meetings and Documentation Deliverables</u>

Project progress meetings will be required and shall be bi-weekly or monthly at the City's discretion. Project documentation shall be provided to the City outlined above shall be required.

EXHIBIT B

ID	Task Name
1	**Overall Project Timeline**
2	City Council Approval
3	Contract Execution
4	Kickoff Meeting / Site Review
5	Meet with FDOT to Discuss Design and Re-Evaluation
6	**Surveying**
7	**Phase I (30%) Construction Plans**
8	Typical Section Analysis
9	Typical Section submittal to City
10	30% Construction Plan Development
11	Utility Coordination (Information Gathering)
12	30% Construction Plan Submittal (City & Utilities)
13	30% Construciton Plan Review by City
14	30% Construction Plans Approval
15	**Engineering Design Phase**
16	60% Construction Plan Development
17	60% Construction Plans / Utilities / Cost Estimate Submittal
18	City Review
19	Utility Meeting
20	Geotechnical Plan Review
21	Subsurface Utility Engineering
22	Permit Preparation
23	Permit Submittal to City
24	City Permit Review
25	Permit Submittal to NWFWMD
26	90% Construction Plan Development
27	90% Construction Plans / Utilities / Cost Estimate Submittal
28	City Review
29	Utility Meeting
30	Establish Right-of-Way Requirements
31	Submit Final Right-of-Way Requirements to City
32	City Review of Final Right-of-Way Requirements
33	Update Legal Descriptions & Sketches
34	Submit Legals & Sketches to City
35	Design / Re-Evaluation Public Meeting
36	100% Construction Plans Development
37	100% Construction Plan / Utilities / Bid Tab and Cost Estimate submit
38	City Review
39	Utility Coordination
40	Permit Agency Review (Time Depends on Impacts)
41	Receive Permit Approval
42	Final Construction Plan Development
43	Final Construction Specifications Bid Tab and Cost Estimate Submittal
44	**Design Re-Evaluation**
45	Re-Evaluation Traffic Study Review
46	Design Re-Evaluation Submittal to City/FDOT
47	Final Re-Evaluation Submittal to City/FDOT
48	**Right-of-Way Acquistion Process**



Project: Destin Schedule July 20
Date: Thu 7/23/20

Task — Summary
Split — Project Summary
Milestone — Inactive Task

EXHIBIT C

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
ROADWAY DESIGN SERVICES AND DESIGN CHANGE REEVALUATION

This Exhibit forms an integral part of the agreement between the City of Destin, Florida (hereinafter referred to as the CITY) and Atkins North America, Inc. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Location:	***City of Destin, Okaloosa County, Florida***
Description:	***Destin Cross Town Connector, from Benning Drive to Beach Drive***

This Exhibit contains the requirements and provisions for conducting the work specified in this scope of services (Part I) and a description of the services to be provided for Roadway Design Services (Part II) and preparation of a Design Change Reevaluation (Part III).

PART I REQUIREMENTS AND PROVISION FOR WORK

1.0 GOVERNING REGULATIONS

The services performed by the CONSULTANT shall comply with all applicable CITY Manuals and Guidelines and FDOT's Manuals and Guidelines. These Manuals and Guidelines incorporate, by requirement or reference, all applicable State and Federal regulations. The current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- Florida Statutes
- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes and Technical Advisories
- Project Development and Environment Manual
- ETDM Planning and Programming Manual
- Sociocultural Effects Evaluation Handbook
- Public Involvement Handbook
- Florida Development Manual
- Interchange Handbook
- Design Standards
- Highway Capacity Manual
- Manual on Uniform Traffic Studies (MUTS)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook)
- Guide for the Development of Bicycle Facilities (AASHTO)
- Right-of-Way Mapping Handbook
- Right-of-Way Procedures Manual
- Location Survey Manual
- EFB User Handbook
- Drainage Manual
- FDOT's Stormwater Facilities Handbook
- Aerial Surveying Standards for Transportation
- Structures Manual
- CADD Manual
- CADD Production Criteria Handbook
- FDOT Quality/Level of Service Standards Handbook Software & Tables
- FDOT Standard K-Factor

- Project Traffic Forecasting Procedure
- FDOT Highway Landscape Guide
- Basis of Estimates Manual

2.0 PROJECT MANAGEMENT

2.1 Liaison Office

The CITY will designate a Project Manager who shall be the representative of the CITY for the Project. While it is expected the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the Project Manager.

2.2 Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by the CITY.

2.3 Meetings

The CONSULTANT shall attend a Notice to Proceed Meeting with CITY representatives, where relevant project information will be provided by the CITY, along with procedures for administering the contract. The CONSULTANT and staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the CITY. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

2.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CITY for their records within one (1) week of the receipt of said correspondence.

2.5 Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CITY / FDOT standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the CITY'S Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who will perform the reviews, and the method of documentation.

2.6 Submittals

The CONSULTANT shall provide electronic and hard copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

Engineering Items:	Copies:
Design Roadway Plan Sets (30%, 60%, 90% & Final)	3
Typical Section	3
Design Variations and Exceptions Package (if applicable)	3

Environmental Items:	Copies:
Design Change Reevaluation	3
Revised Conceptual Stage Relocation Plan	3
Revised Endangered Species Biological Assessment	3
Revised Cultural Resource Assessment	3

Upon completion of the study, the CONSULTANT shall deliver to the CITY, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

2.7 Coordination with Other CONSULTANTs and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right-of-way activities.

The CONSULTANT is to coordinate with any agencies and/or entities that require further coordination.

2.8 Optional Services

At the CITY's option, the CONSULTANT may be requested to provide additional services related to the scope of the project, which are not covered under this scope of services. The fee for these additional services shall be negotiated in accordance with the terms outlined in the CITY's contract with the CONSULTANT for a fair, competitive and reasonable cost, considering the scope and complexity of the task(s). A supplemental agreement for the additional services shall be executed in accordance with the CITY'S protocol.

3.0 ADMINISTRATIVE

3.1 Contract and Project Files

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute SUB-CONSULTANT agreements etc. Progress reports shall be delivered to the CITY in a format as prescribed by the CITY and no less than 10 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines.

3.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with the CITY as needed throughout the life of the project. It is anticipated twelve (12) meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with the CITY.

4.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract. The CITY's Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY. The project will be lump sum.

PART II - ROADWAY DESIGN SERVICES

1.0 PURPOSE

The purpose of this portion of the Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with CITY policy, procedures and requirements. These Contract documents will be used by the contractor to build the project and test the project components. These Contract documents will be used by the CITY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The revision of the existing design is to provide a two-lane roadway with a median within a 71-foot right-of-way to connect Azalea Drive (at Benning Drive) with Legion Drive (at Beach Drive) and develop new intersections at each project terminus.

The Scope of Services establishes which items are specifically prescribed to accomplish the work included in this contract, and also indicates which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2.0 ROADWAY DESIGN SCOPE OF SERVICES

2.1 Survey

Southeastern Surveying will update the original survey which will include the following:

1. Recover/re-establish horizontal control in State Plane Coordinates.
2. Recover/re-establish vertical control points including setting benchmarks.
3. Recover/re-establish alignment.
4. Provide digital terrain model.
5. Locate utilities as marked by utilities

2.2 Subsurface Utility Engineering (SUE)

Due to the significant number of underground utilities on and adjacent to the proposed intersections at Benning Drive and Beach Drive, Atkins SUB-CONSULTANT, Southeastern Surveying, will provide limited ASCE Quality Level "A" Locating using Non-Destructive Vacuum Excavations to verify the vertical and horizontal (VVH) location of subsurface utilities at selected potential conflict areas (approved by the City of Destin) within the limits of the projects. Three (3) days of SUE is estimated which will supplement the information already obtained.

2.3 Geotechnical

Tierra will review the revised plans and original geotechnical reports for the project to verify adequate data collection/coverage and that the recommendations rendered previously remain applicable. No additional field/lab test data is included in this proposal.

2.4 Traffic Analysis Update

CONSULTANT shall review and update the previous traffic analysis study. This effort includes generating an updated traffic growth rate from the regional model, comparison to FDOT traffic planning capacity thresholds, update turning movements for base and design year, determine if recommended intersection improvements work at acceptable LOS or need modification, and document the analysis and results.

If revised intersection controls are needed, HCS analysis will be conducted as part of a revised operational analysis. The operational analysis of revised intersection controls will be documented. The use of SIDRA for intersection analysis is not proposed and would be an extra cost, if required. No traffic counts will be taken because of variability in traffic due to Covid-19 virus.

2.5 Engineering Design/Analysis

The CONSULTANT shall use the approved concepts from the PD&E Study (Part III) as a basis for the design unless otherwise directed by the CITY. The proposed alignment is approximately 0.3 miles in length and will require right-of-way acquisition.

Roadway Design - The roadway design will include the horizontal and vertical roadway geometry, pavement design, establishing roadway right of way, and further development of the roadway typical sections as per the typical sections selected and approved in the Part III Design Change Reevaluation.

Design will include traffic control analysis necessary to construct the new roadway and intersection improvements at Benning Drive and a round-a-bout intersection improvement at Beach Drive.

CONSULTANT will prepare a detailed breakout of quantities for unit cost bidding and prepare cost estimates to accompany the 60% and 100% construction plans.

Roadway horizontal and vertical design calculations, design criteria, and traffic control analysis will be included in the Final Design Report.

Structural Design - Only structural light pole foundation analysis will be included for this project. If other structural design and analysis is required, those services will be negotiated with the City as an additional service.

Drainage Design - The CONSULTANT will design the proposed drainage system for the roadway improvements within the project limits. The drainage design will include a closed stormwater system, side drains, culverts, and stormwater ponds at locations developed and selected during the original design. It is anticipated that two stormwater ponds will be required. The stormwater ponds treat and attenuate the roadway runoff per City and NWFWMD design standards. Temporary drainage measures may be required during construction of the proposed round-a-bout to ensure positive stormwater runoff at the intersection locations. The detailed drainage analysis and calculations will be included in a Drainage Documentation Report.

Landscape Architecture Design - The CONSULTANT will provide appropriate landscape and hardscape design consistent with City of Destin landscape and hardscape design guidelines. The CONSULTANT will coordinate landscape and hardscape plans with existing and/or proposed underground utilities. Irrigation design requirements will be provided through a performance specification in the plans.

Lighting Design - Bagwell Engineering, Inc. will furnish the required electrical design (drawings and specifications) for the work to be performed for the new City of Destin Cross Town Connector, which shall include installation of new LED lighting along the connector to include lighting of the roadway and sidewalk areas. Lighting shall be designed in accordance with the City of Destin requirements and design guidelines. Photometric analysis shall be performed to ensure lighting is in accordance with recommended levels. Structural foundation analysis will be performed on light pole configurations in order to meet local codes. Electrical distribution will be designed to operate all the lighting along the new connector.

Signing and Pavement Marking Design - The CONSULTANT will prepare Signing and Pavement Markings analysis for the roadway. Special striping and signage needed for the round-a-about design at the Beach Drive intersection will also be evaluated. This task will include field reviews of existing signage, remove conflicting signs, and prepare signing and pavement marking plans as part of the construction documentation.

Utilities – The CONSULTANT will coordinate with all utility companies within the project limits to ensure that necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules. The CONSULTANT shall ensure City standards, policies, procedures, practices, and design criteria are followed concerning utility coordination. For each design phase the CONSULTANT shall review existing utilities within the project limits and determine if there are any potential impacts with drainage and roadway improvements. The CONSULTANT shall coordinate and attend utility coordination meetings to explain the proposed design and resolve potential utility conflicts.

2.6 Construction Documents

For each design phase, the CONSULTANT will prepare three sets of 11" x 17" construction plans for the project. The plans shall include a key sheet, roadway typical sections, general notes, project layout, plan-profile, drainage structures, roadway cross sections, stormwater pond plan and cross sections, stormwater pond cross sections, signing and pavement markings, landscape and hardscape plans, lighting plans, and other miscellaneous sheets as required. The construction plans shall be submitted at 30%, 60%, 90% and Final plans. Utility plans sets will also be submitted to each impacted utility owner prior to each utility coordination meeting. A construction cost estimate will be prepared for each design phase submittal. A review meeting in conjunction with a regularly scheduled monthly meeting with the City of Destin will be held after each submittal to discuss the construction plans and cost estimate.

2.7 Signing and Pavement Marking Plans

For each design phase, the CONSULTANT will prepare Signing and Pavement Markings for the roadway. Special striping and signage needed for the round-a-bout design at the Beach Drive intersection will also be included. This task will include field reviews of existing signage, remove conflicting signs, and prepare signing and pavement marking plans as part of the construction documentation.

2.8 Permitting (Stormwater & Development Review Process)

The CONSULTANT shall complete the Development Review Process including completion of the Major Development Order and Major Subdivision.

The proposed roadway improvements will require stormwater permits. The stormwater ponds will be designed to treat and attenuate the stormwater runoff based on the City and Northwest Florida Water Management District (NWFWMD) regulations. The CONSULTANT shall attend pre-application meeting with the NWFWMD. An Environmental Resource Permit will be prepared and submitted to the NWFWMD. The CONSULTANT will respond to all stormwater permitting comments during the permitting process. The CITY will pay all permit fees.

2.9 Public Involvement

The CONSULTANT will update the original Community Awareness Plan at the start of the design phase of the project. Only one design phase public meeting is anticipated. The CITY will decide the appropriate design phase in which to conduct the Design public meeting. The meeting is anticipated to occur after the 90% construction plans have been produced and reviewed by the City.

The CONSULTANT shall provide all support necessary for the CITY to hold the Design public meeting/Re-evaluation at the same location. The CONSULTANT shall prepare all public notification materials (Legal and/or Display advertisements, letters to elected and appointed officials, interested parties, and the public); meeting materials (including agenda, sign-in sheets, comment sheets, project brochure, etc.); presentation graphics; and power point presentation, if required. The CITY will review and approve all notification and meeting materials. CONSULTANT shall be responsible for the distribution of public notification materials (including publication and mailing costs), meeting equipment set-up and tear-down, preparation of a meeting summary, and preparation of responses to comments.

2.10 Design Change Re-evaluation

A Design Change Re-evaluation will be prepared consistent with Part 1, Chapter 13 of the FDOT PD&E Manual to verify that the project design changes do not impact the validity of the Project Environmental Impact Report prepared for this project. The scope of services for the preparation of a Design Change Re-evaluation is provided below as Phase III Design Change Re-evaluation.

2.11 Bidding

The CONSULTANT will coordinate with CITY Purchasing and Engineering regarding provisions of the contract documents including a bid tabulation sheet for bid purchases to assure that the contract front-end documents are the latest and complete. CONSULTANT will attend the pre–bid meetings during this phase. Additionally, the CONSULTANT will respond to contractor-initiated requests for information during the bidding phase. These requests and responses will be coordinated through City Engineering and any necessary Addenda will be coordinated with Purchasing. CONSULTANT will attend the bid opening. This task also includes bid tabulations, bid reviews and recommendation of award, as required.

2.12 Grant Assistance

The CONSULTANT shall provide limited grant assistance to the CITY.

3.0 ADDITIONAL SERVICES

Services authorized by the City other than those specifically listed above shall be considered additional services and the CONSULTANT shall be compensated as described in the Fee Summary. Additional services may include, but are not limited to the following:

1. Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to circumstances beyond the control of the CONSULTANT.

2. Once the revised right-of-way requirements for the project are approved by the City, real estate acquisition services will be added through a supplemental agreement when the exact extent of the required services is known.

3. Full-time or part-time Construction Engineering and Inspection Services for the project while under construction. Once the construction plans, permits and right-of-way acquisition is complete, a supplemental agreement will be executed to handle full-time or part-time Construction Engineering and Inspection Services for the project if desired by the City.

4. Limited Construction Administration for the project while under construction. Once the construction plans, permits and right-of-way acquisition is complete, a supplemental agreement will be executed to handle limited construction administration for the project if desired by the City.

5. As-built record drawings and/or as-built surveys

6. Providing services of professional CONSULTANTs (real estate acquisition agents, environmental professionals for unknown contamination assessments, etc.) other than as is specifically provided for under this scope of services.

7. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to this scope of services.

8. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.

9. Providing extensive assistance or preparation of additional documentation required for legal transactions, including sale of property or preparation of lease agreements.

4.0 CLIENT RESPONSIBILITIES

1. Designate in writing a person to act as the City representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and make decisions.

2. The City shall pay all filing and permit fees.

PART III - DESIGN CHANGE REEVALUATION

1.0 PURPOSE

The purpose of this portion of the Exhibit is to describe the scope of work in connection with the evaluation of design changes to the proposed transportation facility and preparation of a Design Change Reevaluation to document that conclusions of the original Project Environmental Impact Report remain valid.

The proposed work shall follow the FDOT's most recent version of the publication titled *Project Development and Environment Manual* (PD&E). Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the "PD&E Manual". All tasks associated with the preparation of a Design Change Reevaluation will be done in accordance with Part 1, Chapter 13 of FDOT's PD&E Manual, unless otherwise stated. Project documentation prepared in accordance with the PD&E Manual will be in compliance with all applicable State laws and regulations.

2.0 OBJECTIVE

The CONSULTANT is to evaluate the impacts of design changes for the proposed project on the environment, impacts to the project that may result from changes in applicable requirements, and changes to commitments or mitigation measures as a result of the change in typical section for the Destin Cross Town Connector from Benning Drive to Beach Drive, in Destin, Florida. Documentation of the impacts of the design changes and the project's continued compliance with the National Environmental Policy Act (NEPA) will be done in accordance with the Part I, Chapter 13 of the FDOT PD&E Manual (2020).

The revision of the existing design is to provide a two-lane roadway with a median within a 71-foot right-of-way to connect Azalea Drive (at Benning Drive) with Legion Drive (at Beach Drive) and develop new intersections at each project terminus (the scope of services for these design changes are addressed in Phase II of this document). The impacts of these design changes are expected to minimize the project impacts to the natural, physical, and social environments.

3.0 RE-EVALUATION SCOPE OF WORK

In addition to evaluating and documenting the design change impacts to the environment, the CONSULTANT shall determine if there have been any changes in requirements or regulations that affect the project and assess the effect changes in law or regulations would have on the project or the environment, including the need for agency coordination and mitigation, and shall document the effect of the changes in the Design Change Re-evaluation.

The Design Change Re-evaluation will be prepared in the format provided by FDOT for re-evaluations of FDOT sponsored projects and will include the following topics: general information related to the project; description of the project; identification of any changes in law or regulations pertinent to the project; description of engineering design changes; summary of public involvement; documentation of planning consistency; analysis of cultural resource, social, natural, or physical environment impacts; identification of any changes in commitments, including new commitments or completion of commitments; and status of permits. Documentation supporting the findings will be attached to the Re-evaluation Form or included in the project file.

3.1 Planning Consistency

The CONSULTANT shall verify and document the project's planning consistency in the Design Change Re-evaluation.

3.2 Public Involvement

The CONSULTANT shall summarize the public involvement activities that have occurred since approval of the Project Environmental Impact Report (PEIR) in the Design Change Re-evaluation.

3.3 Changes in Law or Regulations

The CONSULTANT shall review and evaluate the latest design criteria and standards and regulatory laws or regulations for changes related to the proposed project. Changes that affect the project design or the project's impact on the environment will be evaluated and, if required coordination with regulatory agencies will be conducted. The impacts of the project resulting from changes in law or regulations, including, if required, the results of agency coordination, will be documented in the Design Change Re-evaluation.

3.4 Design Changes

The CONSULTANT will describe the design changes that have occurred since the completion of the Project Environmental Impact Report and adoption of a preferred alternative. This will include any changes to the typical section and roadway geometric and horizontal alignment and drainage design. The basis for the design changes and the continued ability of the project to meet purpose and need will be described in the Design Change Re-evaluation.

Utilities
Any changes in utility impacts will be documented in the Design Change Re-evaluation.

Access Management
Any change in Access Management will be documented in the Design Change Re-evaluation

Drainage
Changes in stormwater treatment requirements and the size of the proposed detention and/or retention facilities for storm water treatment or attenuation will be addressed in the Design Change Re-evaluation.

Typical Section Package
The CONSULTANT will revise the Typical Section Package in accordance with the FDOT'S FDM Manual (excluding pavement design) and document the changes in the typical section in the Design Change Re-evaluation.

Design Exceptions and Variations
The CONSULTANT will identify exception and variations for approval in accordance with the FDOT'S Design Manual where applicable.

The CONSULTANT will prepare exception and variations package(s) for approval in accordance with the FDOT's Design Manual, where applicable.

3.5 Environmental Impacts

The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project as outlined in Part 1, Chapter 13 of the PD&E Manual and the following references.

Database information shall be compatible for use on base maps for reports, analysis of impacts, and for public presentations.

The level of effort for the following work activities shall be commensurate with the level of involvement with the environmental issues covered in this section.

Social Environment

The CONSULTANT shall evaluate and document any change in impacts to the following social features: land use, social environment, economic environment, mobility, aesthetics (Part 2, Chapter 5 of the PD&E Manual), prime and unique farmlands (Part 2, Chapter 6 of the PD&E Manual), and right-of-way acquisition and relocations in accordance with Part 2, Chapter 9 of the PD&E Manual. Changes in project impacts to these features shall be documented in the Design Change Re-evaluation.

Cultural Resources

The CONSULTANT shall evaluate and document any change in impacts to archaeological and/or historical resources, and/or to recreation and park resources.

Archaeological and Historic Resources

The CONSULTANT shall determine whether there have been any changes in cultural resources eligible for or included on the National Register of Historic Places (NRHP) and whether the proposed design changes would impact resources not originally assessed.

The archaeological Area of Potential Effect was previously surveyed in 2009 and 2015, therefore, no additional archaeological field survey is anticipated. It is expected that field survey will be required to identify the characteristics of three unrecorded potential historical resources, and the preparation and submittal of updates of Florida Master Site File (FMSF) forms for each potential historical resource to the State Historic Preservation Officer (SHPO) for a determination of eligibility to the included on the NRHP.

The project changes will be evaluated for potential impacts to eligible cultural resources. Preparation of an addendum to the original Cultural Resources Survey Assessment (CRAS) Report will discuss the background research, methodology employed, results and conclusions. The CRAS Addendum will be coordinated with the SHPO in accordance with Part 2, Chapter 8 of the PD&E Manual, and the FDOT'S Cultural Resource Management Handbook. In addition, any impacts to cultural resources from the project changes and the coordination with SHPO will be documented in the design change re-evaluation

All work shall be conducted by a professional qualified under the provisions of 36 CFR 61, and be done in compliance with the National Historic Preservation Act of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800) as well as with the provisions contained in Chapter 267, Florida Statutes.

Recreation and Parks

The CONSULTANT shall evaluate and document any change in impacts to parks and recreation resources or to lands purchased under Section 6(f) of the Land and Water Conservation Fund in the Design Change Re-evaluation.

Natural Resources

The CONSULTANT shall evaluate and document any change in impacts to the following natural environment features, as appropriate: wetlands (Part 2, Chapter 9 of the PD&E Manual); water quality (Part 2, Chapter 11 of the PD&E Manual); special designations (Part 2, Chapters 11, 12, and 15 of the PD&E Manual); wildlife and habitat (Part 2, Chapter 16 of the PD&E Manual); essential fish habitat (Part 2, Chapter 17 of the PD&E Manual); and floodplains (Part 2, Chapter 13 of the PD&E Manual).

Physical Environment
The CONSULTANT shall evaluate and document any change in impacts to the following physical environment features, as appropriate: traffic noise (Part 2, Chapter 18 of the PD&E Manual); air quality (Part 2, Chapter 19 of the PD&E Manual); contamination (Part 2, Chapter 20 of the PD&E Manual); and utilities (Part 2, Chapter 21 of the PD&E Manual).

Traffic Noise
The CONSULTANT shall provide a status update of traffic noise effects.

Contamination Screening Evaluation
The CONSULTANT shall perform the necessary analysis to update the status of contamination assessment sites rated "high" or "medium" and document any changes in involvement with potential contamination sites in the Design Change Re-evaluation.

Status of Commitments
The CONSULTANT shall document the status of commitments in the Design Change Re-evaluation.

Status of Permits
The CONSULTANT shall document the status of permit acquisition in the Design Change Re-evaluation.

4.0 ENVIRONMENTAL REPORT

The CONSULTANT shall prepare a Design Change Re-evaluation consistent with the procedures listed in the PD&E Manual, Part 1, Chapter 13. The task of documentation includes the preparation of draft reports prepared by the CONSULTANT for review and comment upon by the CITY prior to producing final documents.

4.1 Design Change Reevaluation

A Design Change Reevaluation will be prepared consistent with Part 1, Chapter 13 of the FDOT PD&E Manual. The purpose of preparing the Design Change Reevaluation is to preserve the City's ability to request state or federal funds in the future by documenting the CITY's compliance with NEPA and the PD&E Manual in the development of this project.

For State sponsored projects, **the Design Change Reevaluation is reviewed and approved by the FDOT Office of Environmental Management; however, since FDOT did not** sign **the previous Environmental Impact Report, it is anticipated that FDOT will not** sign **the Design Change Reevaluation.** The project schedule will allow for review and comment by FDOT, including any revisions required to address FDOT comments.

4.2 Quality Assurance / Quality Control

The CONSULTANT shall perform Quality Assurance/Quality Control reviews on all applicable Environmental tasks and deliverables.

EXHIBIT B

Re-Design Manhour and Fee Estimate

Name of Consultant

Project Information Sheet

Financial Project Identification Number: N/A **Federal Aid Project Identification Number:** N/A

Name of Prime / Subconsultant: Atkins **County:** Okaloosa

Project Description: Destin Connector from Beach Dr to Bennington Dr Redesign

Begin Milepost: _____ **End Milepost:** _____ **Project Length:** 0.31 **Miles**

Number of Lanes: 2 **Typical Section:** Urban (Urban / Rural / Int.:) **Lane Configuration:** Divided (Divided / Undivided)

Project Type: Minor (Minor / Major) **Access Management Classification:** _____ **Roadway Classification:** Off Sys. (NHS/FIHS/Off Sys.):

CAP Level: 1 **TCP Level:** II **Survey Level:** _____

Design Variations:

1. _____
2. _____
3. _____
4. _____
5. _____

Design Exceptions:

1. _____
2. _____
3. _____
4. _____
5. _____

Proposed Design Contract Time: 14 months/days

Project Preliminary Design Specifics:

Roadway	Plan with Separate Profiles	**<===Roadway Plan Type (Plan/Profile, Plan Only, etc.)**
Drainage	73	**<===Number of Drainage Structures**
Utility Coordination	Y	**<===Number of Effected Utilities**
Structures - Bridges	N	**<=== Bridge Structures? (Y/N, number)**
Structures - Retaining Walls	N	**<=== Retaining Walls? (Y/N, number)**
Structures - Misc. Structures	Y	**<=== Miscellaneous Structures? (Y/N, number)**
Permits	Y	**<===Permits Required (WMD, ACOE, Local Permits, etc.)**
Signing and Pavement Marking	Y	**<===Signing & Pavement Marking Plans Required? (Y / N)**
Signalization Intersections	N	**<===Number of Intersections Requiring Signals:**
Non-Signalized Intersections	Y	**<===Number of Non-Signalized Intersections**
Traffic Control	Y	**<===Number of phases requiring detailed phase drawings**
Landscaping	Y	**<===Landscaping Plans Required? (Y / N)**
Right of Way	Y	**<===Right Of Way Plans Required? (Y / N)**
Lighting	Y	**<===Lighting Plans Required? (Y / N)**
Architecture	N	**<===Architectural Plans Required? (Y / N)**
Geotech	N	**<===Geotechnical Consultant Services Required? (Y / N)**
Survey	Y	**<===Survey Consultant Services Required? (Y / N)**
JPAs	N	**<===JPAs Prepared by Consultant? (Y / N, if so how many?)**
Mitigation Plan	N	**<===Mitigation Plans Required? (Y / N)**
Noise Barriers	N	**<===Noise Walls Plans Required? (Y / N)**
Specifications Package	Y	**<===Specifications Package to be Prepared by Consultant? (Y / N)**

Project Staff Hour Summary

Name of Consultant: Atkins

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Activity No.	Activity	Project Staff Hours													
		Atkins	Southeastern	Bagwell	Tierra	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
3	Project Common and General Tasks	218													218
4	Roadway Analysis	333													333
5	Roadway Plans	696													696
6	Drainage Analysis	402													402
7	Utilities	68													68
8	Env. Permits, Compliance & Clearances	61													61
9	Structures - Summary, Misc. Tasks, Dwgs.	0													0
10	BDR	0													0
11	Temporary Bridge	0													0
12	Short Span Concrete Bridge	0													0
13	Medium Span Concrete Bridge	0													0
14	Structural Steel Bridge	0													0
15	Segmental Concrete Bridge	0													0
16	Movable Span	0													0
17	Retaining Walls	0													0
18	Miscellaneous Structures	0													0
19	Signing & Pavement Marking Analysis	29													29
20	Signing & Pavement Marking Plans	91													91
21	Signalization Analysis	0													0
22	Signalization Plans	0													0
23	Lighting Analysis	0													0
24	Lighting Plans	0													0
25	Landscape Architecture Analysis	92													92
26	Landscape Architecture Plans	155													155
27	Survey - Field and Office Support	0													0
28	Photogrammetry	0													0
29	Mapping	0													0
30	Terrestrial Mobile LiDAR	0													0
31	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0													0
33	ITS Analysis	0													0
34	ITS Plans	0													0
35	Geotechnical	0													0
	Project Total	**2,145**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,145**
27	Survey Field Crew Days	0													0

Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: N/A

Project Name: Destin Connector from Beach Dr to Bennington Dr Redesign

FAP Number: N/A

Date: 7/9/2020

Name of Consultant: Atkins

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total Hours	Project Manager Hours	Sr. Planner/ Sr. Scientist Hours	Sr. Engineer Hours	Sr. Landscape Architect Hours	Project Engineer Hours	Engineer Intern Hours	Env. Specialist Hours	Sr. Designer Hours	Inspector Hours	Secretary / Clerical Hours	Staff Classification 11 Hours	Staff Classification 12 Hours			PERCENT
3. Project General and Project Common Tasks	218	11	0	65	0	48	44	0	33	0	17	0	0	218	240	
4. Roadway Analysis	333	20	0	67	0	83	73	0	83	0	7	0	0	333	366	
5. Roadway Plans	696	35	0	139	0	167	167	0	174	0	14	0	0	696	766	
6. Drainage Analysis	402	24	0	88	0	101	129	0	60	0	0	0	0	402	442	
7. Utilities	68	4	0	17	0	15	17	0	15	0	0	0	0	68	75	
8. Environmental Permits, Compliance & Clearances	61	3	6	9	0	10	12	9	9	0	3	0	0	61	67	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
19. Signing & Pavement Marking Analysis	29	1	0	6	0	7	7	0	7	0	1	0	0	29	32	
20. Signing & Pavement Marking Plans	91	5	0	18	0	24	20	0	24	0	0	0	0	91	100	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
25. Landscape Architecture Analysis	92	5	0	0	37	6	7	0	37	0	0	0	0	92	101	
26. Landscape Architecture Plans	155	8	0	0	62	9	14	0	62	0	0	0	0	155	171	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	2,145	116	6	409	99	470	490	9	504	0	42	0	0	**2,145**	**2,360**	
														FIRM TOTAL	**2,145**	**2,360**

Field Survey Estimate:
0 4-man crew days

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 62 to 94 of this sheet.
3. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
4. Formulas under "Total Staff Hours Range" (columns P &Q) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: N/A

FAP Number: N/A

Project Name: Destin Connector from Beach Dr to Bennington Dr Redesign

Date: 7/9/2020

Name of Consultant: Atkins

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Inspector	Secretary / Clerical	Staff Classification 11	Staff Classification 12	Total
3. Project General and Project Common Tasks	218	5.0%	0.0%	30.0%	0.0%	22.0%	20.0%	0.0%	15.0%	0.0%	8.0%	0.0%	0.0%	100.00%
4. Roadway Analysis	333	6.0%	0.0%	20.0%	0.0%	25.0%	22.0%	0.0%	25.0%	0.0%	2.0%	0.0%	0.0%	100.00%
5. Roadway Plans	696	5.0%	0.0%	20.0%	0.0%	24.0%	24.0%	0.0%	25.0%	0.0%	2.0%	0.0%	0.0%	100.00%
6. Drainage Analysis	402	6.0%	0.0%	22.0%	0.0%	25.0%	32.0%	0.0%	15.0%	0.0%	0.0%	0.0%	0.0%	100.00%
7. Utilities	68	6.0%	0.0%	25.0%	0.0%	22.0%	25.0%	0.0%	22.0%	0.0%	0.0%	0.0%	0.0%	100.00%
8. Environmental Permits, Compliance & Clearances	61	5.0%	10.0%	15.0%	0.0%	16.0%	20.0%	15.0%	14.0%	0.0%	5.0%	0.0%	0.0%	100.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
10. Structures - Bridge Development Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
18. Structures - Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
19. Signing & Pavement Marking Analysis	29	5.0%	0.0%	20.0%	0.0%	24.0%	24.0%	0.0%	25.0%	0.0%	2.0%	0.0%	0.0%	100.00%
20. Signing & Pavement Marking Plans	91	6.0%	0.0%	20.0%	0.0%	26.0%	22.0%	0.0%	26.0%	0.0%	0.0%	0.0%	0.0%	100.00%
21. Signalization Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
22. Signalization Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
23. Lighting Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
24. Lighting Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
25. Landscape Architecture Analysis	92	5.0%	0.0%	0.0%	40.0%	7.0%	8.0%	0.0%	40.0%	0.0%	0.0%	0.0%	0.0%	100.00%
26. Landscape Architecture Plans	155	5.0%	0.0%	0.0%	40.0%	6.0%	9.0%	0.0%	40.0%	0.0%	0.0%	0.0%	0.0%	100.00%
27. Survey (Field & Office Support)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Connector from Beach Dr to Bennington Dr Redesign
County: Okaloosa
FPN: N/A
FAP No.: N/A

Consultant Name: Atkins
Consultant No.: enter consultants proj. number
Date: 7/9/2020
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Inspector	Secretary / Clerical	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$69.97	$46.34	$51.31	$52.03	$42.75	$27.29	$32.21	$39.13	$22.04	$19.90	$0.00	$0.00			
3. Project General and Project Common Tasks	218	11	0	65	0	48	44	0	33	0	17	0	0	218	$8,987	$41.23
4. Roadway Analysis	333	20	0	67	0	83	73	0	83	0	7	0	0	333	$13,765	$41.34
5. Roadway Plans	696	35	0	139	0	167	167	0	174	0	14	0	0	696	$28,365	$40.75
6. Drainage Analysis	402	24	0	88	0	101	129	0	60	0	0	0	0	402	$16,381	$40.75
7. Utilities	68	4	0	17	0	15	17	0	15	0	0	0	0	68	$2,844	$41.83
8. Environmental Permits, Compliance & Clearances	61	3	6	9	0	10	12	9	9	0	3	0	0	61	$2,406	$39.45
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	29	1	0	6	0	7	7	0	7	0	1	0	0	29	$1,162	$40.07
20. Signing & Pavement Marking Plans	91	5	0	18	0	24	20	0	24	0	0	0	0	91	$3,784	$41.59
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	92	5	0	0	37	6	7	0	37	0	0	0	0	92	$4,170	$45.33
26. Landscape Architecture Plans	155	8	0	0	62	9	14	0	62	0	0	0	0	155	$6,978	$45.02
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	2,145	116	6	409	99	470	490	9	504	0	42	0	0	2,145		
Total Staff Cost		$8,116.52	$278.04	$20,985.79	$5,150.97	$20,092.50	$13,372.10	$289.89	$19,721.52	$0.00	$835.80	$0.00	$0.00		**$88,843.13**	**$41.42**

Check = $88,843.13

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:				$88,843.13
OVERHEAD:	158.25%			$140,594.25
OPERATING MARGIN:	15.00%			$13,326.47
FCCM (Facilities Capital Cost Money):	0.19500%			$173.24
EXPENSES:	14.88%			$13,219.86
Survey (Field - if by Prime)	0	4-man crew days @	$ -	/ day $0.00
SUBTOTAL ESTIMATED FEE:				**$256,156.95**
Subconsultant: Southeastern				$23,804.00
Subconsultant: Bagwell				$15,500.00
Subconsultant: Tierra				$2,000.00
Subconsultant: Sub 4				$0.00
Subconsultant: Sub 5				$0.00
Subconsultant: Sub 6				$0.00
Subconsultant: Sub 7				$0.00
Subconsultant: Sub 8				$0.00
Subconsultant: Sub 9				$0.00
Subconsultant: Sub 10				$0.00
Subconsultant: Sub 11				$0.00
Subconsultant: Sub 12				$0.00
SUBTOTAL ESTIMATED FEE:				**$297,260.95**
Geotechnical Field and Lab Testing				$0.00
SUBTOTAL ESTIMATED FEE:				**$297,260.95**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$297,260.95**

Project Activity 3: General Tasks

Estimator: John Fielding

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	Included in Reevaluaiton effort
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	Assume one meeting in conjuction with Reevaluation at 90% plans. Preparations included in reevaluation effort
3.1.10	Public Meeting Attendance/Followup	LS	1	18	18	3 design staff * 6 hours (attendance, travel, preparation)
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					18	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	32	32	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	64	64	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	To be negoiated at a later date.
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	104	104	Major Subdivison Application/ Major/Minor Development Application (40 Hours) Grant Assistance (40 Hours), Biding Assistance (24 hours)
3. Project Common and Project General Tasks Total					**218**	

3.6 - List of Project Manager Meetings

Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	4	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	12	4	48	With City of Destin
Phase Reviews	EA	2	4	8	With City of Destin - PM time only
Field Reviews	EA	2	4	8	Project Manager * 4 hours each
Total Project Manager Meetings		16		64	

Project Activity 4: Roadway Analysis

Estimator: John Fielding

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	Update on plans - Non-FDOT job. Formal TSP not required.
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	No pavement design change
4.4	Cross-Slope Correction	LS	1	0	0	
4.5.1	Horizontal /Vertical Master Design Files	LS	1	40	40	Revise horizontal and vertical design files
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	1	0	0	
4.6	Access Management	LS	1	16	16	Reworking existing road connections to private property.
4.7	Cross Section Design Files	LS	1	40	40	Xsections @ 50ft with detailed tie-ins
4.8	Traffic Control Analysis	LS	1	28	28	Revise Typical sections and detail layouts.
4.9	Master TCP Design Files	LS	1	32	32	TCP design of intersection and reconnections, detour signage, etc.
4.10	Design Variations and Exceptions	LS	1	0	0	None anticipated for roadway.
4.11	Design Report	LS	1	16	16	Update design criteria.
4.12	Quantities	LS	1	40	40	Update all quantities
4.13	Cost Estimate	LS	1	24	24	Cost tracking estimates at three major phases of completion - 60% & 90%, & Final
4.14	Technical Special Provisions	LS	1	0	0	None anticipated for roadway.
4.15	Other Roadway Analysis	LS	1	0	0	
Roadway Analysis Technical Subtotal					**236**	
4.16	Field Reviews	LS	1	16	16	16 hrs for field reviews of corridor (4 hrs / person, 2 people, 2 reviews)
4.17	Technical Meetings	LS	1	52	52	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	12	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	3%	7	
	Roadway Analysis Nontechnical Subtotal				**87**	
4.21	Coordination	LS	%	3%	10	
	4. Roadway Analysis Total				**333**	

Technical Meetings

Typical Section	EA	1	4	4	
Pavement	EA	1	0	0	
Access Management	EA	1	0	0	
15% Line and Grade	EA	1	0	0	
Driveways	EA	1	0	0	
Local Governments (cities, counties, MPO)	EA	1	0	0	
Work Zone Traffic Control	EA	1	0	0	
60/90 Comment Review Meetings	EA	2	6	12	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				**16**	
Progress Meetings	EA	6	4	24	Assume half of PM meeting have another staff member present
Phase Review Meetings	EA	2	6	12	design staff only
Total Meetings				**52**	

Carries to 4.17

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	1	1	1	update
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	6	1	6	update
5.3	Drainage Map (Including Interchanges)		Sheet	1	16	1	16	update
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	4	6		24	update 4 typical sections
5.4.2	Typical Section Details		EA	2	4		8	update
5.5	General Notes/Pay Item Notes		Sheet	1	6	1	6	update
5.6	Summary of Quantities		Sheet	2	12	2	24	update
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	N/A
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	N/A
5.9	Summary of Drainage Structures		Sheet	3	16	3	48	update
5.10	Optional Pipe/Culvert Material		Sheet	1	0	1	0	N/A
5.11	Project Layout		Sheet	1	6	1	6	Update
5.12	Plan/Profile Sheet		Sheet	10	12	10	120	Update plan/profile sheets
5.13	Profile Sheet		Sheet	0	0	0	0	N/A
5.14	Plan Sheet		Sheet	0	0	0	0	N/A
5.15	Special Profile		Sheet	0	0	0	0	N/A
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	N/A
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	N/A
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	N/A

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.19	Intersection Layout Details		Sheet	1	24	1	24	Update intersection layout for Roundabout
5.20	Special Details		EA	0	0		0	N/A
5.21	Drainage Structure Sheet (Per Structure)		EA	73	1		73	Update
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	N/A
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	N/A
5.24	Lateral Ditch Cross Sections		EA	0	0		0	N/A
5.25	Retention/Detention Ponds Detail Sheet		Sheet	3	12	3	36	Update
5.26	Retention Pond Cross Sections		EA	24	0.5		12	Update
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	N/A
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	No need to update
5.29	Cross Sections		EA	118	0.7		83	Update cross sections
5.30	Temporary Traffic Control Plan Sheets		Sheet	46	2	46	92	Update MOT Plans Sheets
5.31	Temporary Traffic Control Cross Section Sheets		EA	12	1		12	Update
5.32	Temporary Traffic Control Detail Sheets		Sheet	4	7	4	28	Update - includes typicals and notes
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	N/A
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	N/A
5.35	Erosion Control Plan		Sheet	10	2	10	20	Update
5.36	SWPPP		Sheet	2	3	2	6	Update
5.37	Project Network Control Sheet		Sheet	0	0	0	0	N/A
5.38	Environmental Detail Sheets		LS	0	0		0	N/A
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	N/A
Roadway Plans Technical Subtotal						**87**	**645**	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.40	Quality Assurance/Quality Control		LS	%	5%		32	
5.41	Supervision		LS	%	3%		19	
5. Roadway Plans Total						**87**	**696**	

Project Activity 6: Drainage Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	N/A
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	N/A - Included in Drainage Documentation
6.3	Design of Cross Drains	EA	0	0	0	N/A
6.4	Design of Ditches	Per Ditch Mile	0	0	0	N/A
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	3	40	120	Update Pond Designs
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	N/A
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	N/A
6.8	Design of Storm Drains	EA	73	2	146	Update
6.9	Optional Culvert Material	LS	0	0	0	N/A
6.10	French Drain Systems	Per Cell	0	0	0	N/A
6.11	Drainage Wells	EA	0	0	0	N/A
6.12	Drainage Design Documentation Report	LS	1	30	30	Update
6.13	Bridge Hydraulic Report	EA	0	0	0	N/A
6.14	Temporary Drainage Analysis	LS	1	16	16	MOT drainage analysis
6.15	Cost Estimate	LS	1	12	12	update
6.16	Technical Special Provisions	LS	1	0	0	N/A
6.17	Other Drainage Analysis	LS	1	0	0	N/A

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
			Drainage Analysis Technical Subtotal		**324**	
6.18	Field Reviews	LS	1	12	12	
6.19	Technical Meetings	LS	1	28	28	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	16	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	3%	10	
			Drainage Analysis Nontechnical Subtotal		**66**	
6.23	Coordination	LS	%	3%	12	
				6. Drainage Analysis Total	**402**	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	1	4	4	
Local Governments (cities, counties)	EA	0	0	0	
FDOT Drainage	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				**4**	
Progress Meetings (if required by FDOT)	EA	2	12	24	Drainage staff attend 2 progress meetings
Phase Review Meetings	EA	0	0	0	
Total Meetings				**28**	

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign

N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing UAO(s)	LS	1	0	0	
7.3	Make Utility Contacts	LS	1	4	4	Update utilities via phone
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	0	0	
7.6	Individual/Field Meetings	LS	1	16	16	Meet with Utilities
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	8	8	Update utility information
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	8	8	Meet with Utilities after 60% resubmittal
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	16	16	Add notes/information to the plans based on coordination.
7.11	Utility Coordination/Followup	LS	1	16	16	Coordinate
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
				7. Utilities Total	**68**	

Project Activity 8: Environmental Permits

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	0	0	N/A
	Permits					
8.2	Complete Permit Involvement Form	LS	1	0	0	N/A
8.3	**Field Work**					
8.3.1	Pond Site Alternatives	LS	1	0	0	Updating existing ponds
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	N/A
8.3.3	Species Surveys	LS	1	0	0	Included in PD&E re-evaluation effort
8.3.4	Archeological	LS	1	0	0	N/A
8.4	Agency Verification of Wetland Data	LS	1	0	0	N/A
8.5	**Complete And Submit All Required Permit Applications**					
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	N/A
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	Not included, if required, an amendment will be required
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	N/A
8.7	Prepare USCG Permit Sketches	LS	1	0	0	N/A
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	N/A
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	N/A
8.10	Prepare Tree Permit Information	LS	1	0	0	N/A
8.11	Mitigation Design	LS	1	0	0	N/A
8.12	Mitigation Coordination and Meetings	LS	1	0	0	N/A

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.13	Other Environmental Permits	LS	1	48	48	NWFWMD Stormwater Permit
	Environmental Clearances/Reevaluations					
8.14	**Technical support to Department for Environmental Clearances and Reevaluations**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	See separate PD&E Re-evaluaiton effort
8.14.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.14.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.14.4	Essential Fish Habitat	LS	1	0	0	N/A
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.15	**Preparation of Environmental Clearances and Reevaluations**					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	N/A
8.15.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.15.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.16	Contamination Impact Analysis	LS	1	0	0	N/A
8.17	Asbestos Survey	LS	1	0	0	N/A
Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal					**48**	
8.18	Technical Meetings	LS	1	8	8	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	2	
8.20	Supervision	LS	%	3%	1	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					**11**	
8.21	Coordination	LS	%	3%	2	
8. Environmental Permits, Compliance and Clearances Total					**61**	

Technical Meetings

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	WMD	EA	1	8	8	
	NMFS	EA	0	0	0	
	ACOE	EA	0	0	0	
	USCG	EA	0	0	0	
	USFWS	EA	0	0	0	
	FFWCC	EA	0	0	0	
	FDOT	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				**8**	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				**8**	
					Carries to 8.18	

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	14	14	update
19.8	Cost Estimate	LS	1	12	12	update
19.9	Technical Special Provisions	LS	1	0	0	N/A
19.10	Other Signing and Pavement Marking	LS	1	0	0	N/A
Signing and Pavement Marking Analysis Technical Subtotal					**26**	
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	1	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	3%	1	
Signing and Pavement Marking Analysis Nontechnical Subtotal					**2**	
19.16	Coordination	LS	%	3%	1	
19. Signing and Pavement Marking Analysis Total					**29**	

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	8	1	8	
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0	
20.3	Tabulation of Quantities		Sheet	1	12	1	12	
20.4	General Notes/Pay Item Notes		Sheet	1	4	1	4	
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	5	12	5	60	
20.7	Typical Details		EA	0	0		0	
20.8	Guide Sign Worksheet(s)		EA	0	0		0	
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	0		0	
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						**8**	**84**	
20.14	Quality Assurance/Quality Control		LS	%	5%		4	
20.15	Supervision		LS	%	3%		3	
20. Signing and Pavement Marking Plans Total						**8**	**91**	

Project Activity 25: Landscape Architecture Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	1	4	4	
25.2	Site Inventory and Analysis	LS	1	4	4	
25.3	Planting Design	LS	1	24	24	
25.4	Irrigation Design	LS	1	4	4	Review/modify existing performance specification
25.5	Hardscape Design	LS	1	0	0	N/A
25.6	Plan Summary Boxes	LS	1	12	12	
25.7	Cost Estimates	LS	1	8	8	
25.8	Technical Specification Provisions	LS	1	0	0	N/A
25.9	Other Landscape Architecture	LS	1	0	0	N/A
Landscape Architecture Analysis Technical Subtotal					**56**	
25.10	Outdoor Advertising	LS	1	0	0	N/A
25.11	Field Reviews	LS	1	16	16	1 field review * 2 staff
25.12	Technical Meetings	LS	1	12	12	
25.13	Quality Assurance/Quality Control	LS	%	5%	3	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	3%	2	
Landscape Architecture Analysis Nontechnical Subtotal					**33**	
25.16	Coordination	LS	%	3%	3	
25. Landscape Analysis Total					**92**	

Project Activity 26: Landscape Architecture Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign

N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
26.1	Key Sheet		Sheet	1	8	1	8	Update
26.2	Tabulation of Quantities		Sheet	1	16	1	16	Update
26.3	General Notes		Sheet	1	8	1	8	Update
26.4	Tree and Vegetation Inventory, Protection and Relocation Plans		Sheet	0	0	0	0	N/A
26.5	Planting Plans For Linear Roadway Projects		Sheet	7	12	7	84	Update
26.6	Planting Plans (Interchanges and Toll Plazas)		Sheet	0	0	0	0	N/A
26.7	Planting Details and Notes		Sheet	1	12	1	12	Update
26.8	Irrigation Plans for Linear Roadway Project		Sheet	0	0	0	0	N/A
26.9	Irrigation Plans for Interchange and Toll Plazas		Sheet	0	0	0	0	N/A
26.10	Irrigation Details and Notes		Sheet	0	0	0	0	N/A
26.11	Hardscape Plans		Sheet	0	0	0	0	*N/A*
26.12	Hardscape Details and Notes		Sheet	0	0	0	0	*N/A*
26.13	Maintenance Plan		Sheet	1	8	1	8	*Update*
26.14	Cost Estimate		LS	1	8		8	*Update*
Landscape Architecture Plans Technical Hours Subtotal						**12**	**144**	
26.15	Quality Assurance/Quality Control		LS	%	5%		7	
26.16	Supervision		LS	%	3%		4	
26. Landscape Architecture Plans Total						**12**	**155**	

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6500 All American Blvd
Orlando, Florida 32810
P: 407.292.8580

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1130 Highway 90
Chipley, FL 32428
P: 850.638.0790

Northeast Florida
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Jacksonville, FL 32256
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Southwest Central Florida
10770 N 46th St
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South Central Florida
10 East Lake St
Kissimmee, FL 34744
P: 407.944.4860

West Central Florida
119 West Main St
Tavares, FL 32778
P: 352.343.4860

North Central Florida
2860 Hwy 71 N
Suite C
Marianna, FL 32446
P: 850.482.0312

Southeast Alabama
355 N. Oates St
Suite 5
Dothan, AL 36303
P: 334.648.0288

June 30, 2020

Mr. Greg Allen, P.E.,
Project Manager
Atkins
2114 Airport Boulevard
Pensacola, FL 32504

RE: City of Destin RFP# 14-02 P.S.
Cross Town Connector- Beach Drive to Benning Drive Design

Basis of Estimate Survey:

- Horizontal Control
- Recover and establish horizontal control in State Plane Coordinates. Estimate ten (10) control points needed.

Vertical Project Network Control:

- Recover and establish vertical control on control points and set fourteen (14) additional benchmarks for this project.

Alignment and Existing Right-of-Way Lines:

- Recover and establish the existing alignment for the new alignment at primary positions along with beginning and end of project.

Aerial Targets:

- N/A

Reference Points:

- Recover or reference Alignment at seven (7) primary positions.

Digital Terrain Model DTM/3D:

- Provide full location and DTM update for the full project limits as surveyed in 2015 for the proposed roadway as depicted on aerial (approximately1,800 L.F.).
- Time included to provide survey services to add new improvements. Provide additional time for two (2) potential pond redesigns and linear connecting swale. Additional time to provide survey services to support new design efforts. All deliverables will be in hard copy and electronic MicroStation format.

Planimetric (2D):

- N/A

Roadway Cross-Sections/Profiles:

- N/A

Side Street Surveys:

- N/A

Underground Utilities:

- Locate utilities as marked by SSOCOF during survey phase and add new utilities as marked. Provide supplemental designation services for the purpose of setup and support of providing SUE test holes as instructed by client for the purpose of conflict resolution. Provide reports detailing horizontal and vertical information on all subject utilities. Provide project management throughout all aspects of SUE services.

Outfall Survey:

- N/A

Drainage Survey:

- Detail all newly created drainage structures since 2015 to include size, type, condition, and invert flow lines. This will include tie in for structures outside project limits.

Bridge Survey:

- N/A

Channel Survey:

- N/A

Pond Site Survey:

- Time included for full DTM and location of two (2) potential ponds.

Mitigation Survey:

- N/A

Jurisdiction Line Survey:

- Locate wetlands as flagged by Environmental Consultant if reflagged.

Geotechnical Support:

- N/A

Section/Grant Survey:

- N/A

Subdivision Location:

- N/A

Maintained R/W:

- N/A

Boundary Survey:

- Locate five (5) potential parcels effected depending on final alignment and redesign requirements.

Water Boundary Survey:

- N/A

R/W Monumentation:

- N/A

R/W Mapping:

- Provide mapping and documents to include new descriptions for acquisition.

Line Cutting:

- N/A

Work Zone Safety:

- As per MUTCD Standards

Miscellaneous Surveys:

- N/A

Supplemental Surveys:

- N/A

Document Research:

- N/A

Field Reviews:

- Provide field review for two (2) SSMC personnel.

Technical Meetings:

- Two (2) SSMC personnel.

Quality Assurance/Quality Control:

- Provide QA/QC for plans review.

Supervision:

- N/A

Coordination:

- N/A

PROJECT TIMELINE

We anticipate the completion of the above-described work within two (2) weeks after receipt of a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

Office Support Hours:	
• Senior Surveyor & Mapping 10 Hours @$143.00	$1,430.00
• Surveyor & Mapper 20 Hours @ $125.00	$2,500.00
• Utility Project Manager 6 Hours @ $139.00	$834.00
• CAD Technician 8 Hours @ $95.00	$760.00
Field Support Hours:	
• Survey Technician 25 Hours @ $94.00	$2,350.00
• 2 Man Field Crew Days (8 Hour Days) 10 Days @ $1,144.00	$11,440.00
• 2 Man Utility Crew Days (10 Hour Days) 3 Days @ $1,430.00	$4,290.00
Grand Total:	**$23,604.00**

The above described tasks of crew days include M.O.T. as required.

Credit Language

Payment is expected within thirty (30) days from the date of the invoice.
Please contact me with questions or if you should require additional information.

Sincerely,

Thomas K. Mead, PSM
President | Project Manager

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature _____ Date _____

Printed Name _____ Title (if any) _____

TIERRA

SHORT FORM PROPOSAL

July 7, 2020
Project No. 4511-14-030

Client: Mr. Greg Allen, PE
Atkins
2114 Airport Blvd., Suite 1450
Pensacola, FL 32504

Project: Destin Cross Town Connector
Destin, FL

Scope of Service: Review revised plans and Geotechnical reports rendered by Tierra for the project to verify adequate data collection/coverage and that the recommendations rendered previously remain applicable. No additional field/lab test data is included in this proposal.

Method of Contract: Lump Sum

Budget: $2,000

Tierra appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
TIERRA, INC.

Mitchell L. Smith, PE
Principal Geotechnical Engineer

TIERRA
GEOTECHNICAL • MATERIALS • ENVIRONMENTAL • ENGINEERING
1300 West Main Street • Pensacola, FL 32502
Phone (850) 462-8774 • Fax (850) 462-8784
Florida Certificate No. 6486

Bagwell Engineering, Inc.

216 E. Government St.
Pensacola, Fl. 32502
Phone: (850) 462-8040 Fax: (850) 502-4210
E-mail Address: doug@bagwellengineering.com

June 8, 2020

Mr. Gregory S. Allen
Atkins Global
2114 Airport Blvd, Suite 1450
Pensacola, FL 32504

Re: City of Destin Cross Town Connector Revised – Electrical Fee

Mr. Allen,

- We propose to furnish the required electrical design (drawings and specifications) for the work to be performed for to revise the new City of Destin Cross Town Connector. This fee is based on the scope of providing a new LED lighting along the connector to include lighting of the roadway and sidewalk areas. Lighting shall be designed in accordance with the City of Destin and FDOT requirements. Photometric analysis shall be performed to ensure lighting is in accordance with recommended levels. Structural foundation analysis will be performed on light pole configurations in order to meet local codes. Electrical distribution will be designed to operate all the lighting along the new connector.

- Construction administration includes reviewing shop drawings and responding to RFIs, but no construction meetings or inspections is included in the proposal. Any work not in the scope that should be requested by the user shall be negotiated in a separate fee.

- The engineers will attend up to two review meetings/workshops as required. All review meetings shall be via conference call. No construction site visits or inspections are included in the design.

- The design team will keep to the design schedule as (to be) determined by the contractor and Bagwell Engineering, Inc. The design team cannot be responsible for any government delays in review or scheduling. Also, the design team cannot be responsible for time loss of elements outside of its control ie: pandemic, act of God.

- Construction administration services include reviewing shop drawings and answering RFI's. Construction inspections are excluded from this proposal. All other administration shall be performed by others.

- Any design work, services, or materials not in the SOW that should be requested by the government or contractor shall be negotiated in a separate fee.

- All construction contract mod/change orders given to after award shall have design fees submitted with them.

- All required construction permits shall be the responsibility of the contractor.

- The following services are excluded from design services:
  1. Private Qualified Person (PQP)
  2. CxA Commissioning Agent
  3. Environmental Engineering
  4. Geotech
  5. GPR
  6. LEED
  7. Construction type services
  8. DQC During construction
  9. Coordination & Arc Flash Study

Electrical Design Fee: $15,500

Atkins Global will be the prime engineer on the project and shall provide all necessary information to BEI for us to provide a complete design. BEI will provide engineering support for the electrical portion of the project only. Please do not hesitate to contact me with any questions or concerns.

We appreciate it!

Doug Miller, PE
Senior Engineer

Exhibit B

Reevaluation Manhour and Fee Estimate

Financial Project Identification Number: N/A

Federal Aid Project Identification Number: N/A

Project Description: Destin Cross Town Connector Re-evaluation

County: Okaloosa

Begin Milepost: | **End Milepost:** | **Project Length:** 0.3 **Miles**

City of Destin Project Manager: Joe Bodi

Prepared By: [ ] FDOT [X] Consultant [ ] Final

Consultant Name: Atkins North America

SUMMARY

PUBLIC INVOLVEMENT	181
ENGINEERING ANALYSIS AND REPORTS	169
ENVIRONMENTAL ANALYSIS AND REPORTS	332
MISCELLANEOUS	60
PROJECT TOTAL HOURS	**742**

Project Staff Hour Summary

Name of Consultant: Atkins North America

tin Cross Town Connector Re-evaluation

N/A

		Project Staff Hours													
Activity No.	Activity	Atkins North America	Enter Name Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
1	Public Involvement	181													181
2	Engineering Analysis & Report	169													169
3	Environmental Analysis & Repor	332													332
4	Miscellaneous	60													60
Project Total		**742**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**742**

Notes: 1. Staff hours for consultant come directly from each discipline's worksheet.

2. Staff hours for subconsultants are to be entered manually into columns D through O.

3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: N/A

Project Name: Destin Cross Town Connector Re-evaluation

FAP Number: N/A

Date: 7/9/2020

Name of Consultant: Atkins North America

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Secretary / Admin	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			PERCENT
Public Involvement	181	18	27	25	0	36	22	31	13	9	0	0	0	181	199	
Engineering Analysis & Report	169	17	7	27	0	49	29	5	25	10	0	0	0	169	186	
Environmental Analysis & Reports	332	33	106	20	0	23	20	96	17	17	0	0	0	332	365	
Miscellaneous	60	6	12	9	0	10	9	6	5	3	0	0	0	60	66	
TOTALS	742	74	152	81	0	118	80	138	60	39	0	0	0	**742**	**816**	
												FIRM TOTAL		**742**	**816**	

Notes:
1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
3. Formulas under "Total Staff Hours Range" (columns P &O) may be adjusted to provide desired range.

Field Survey Estimate:

_____ 4-man crew days

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: N/A

Project Name: Destin Cross Town Connector Re-evaluation

FAP Number: N/A

Date: 7/9/2020

Name of Consultant: Atkins North America

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Secretary / Admin	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12	Total
Public Involvement	181	10.0%	15.0%	14.0%	0.0%	20.0%	12.0%	17.0%	7.0%	5.0%	0.0%	0.0%	0.0%	100.00%
Engineering Analysis & Report	169	10.0%	4.0%	16.0%	0.0%	29.0%	17.0%	3.0%	15.0%	6.0%	0.0%	0.0%	0.0%	100.00%
Environmental Analysis & Reports	332	10.0%	32.0%	6.0%	0.0%	7.0%	6.0%	29.0%	5.0%	5.0%	0.0%	0.0%	0.0%	100.00%
Miscellaneous	60	10.0%	20.0%	15.0%	0.0%	16.0%	15.0%	10.0%	9.0%	5.0%	0.0%	0.0%	0.0%	100.00%

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Cross Town Connector Re-evaluation
County: Okaloosa
FPN: N/A
FAP No.: N/A

Consult. Name: Atkins North America
Consult. No: enter consultants proj. number
Date: 7/9/2020
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Secretary / Admin.	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$69.97	$46.34	$51.31	$52.03	$42.75	$27.29	$32.21	$39.13	$19.00	$0.00	$10.00	$0.00			
Public Involvement	181	18	27	25	0	36	22	31	13	9	0	0	0	181	$7,611	$42.05
Engineering Analysis & Report	169	17	7	27	0	49	29	5	25	10	0	0	0	169	$7,115	$42.10
Environmental Analysis & Reports	332	33	106	20	0	23	20	96	17	17	0	0	0	332	$13,857	$41.74
Miscellaneous	60	6	12	9	0	10	9	6	5	3	0	0	0	60	$2,557	$42.61
Total Staff Hours	742	74	152	81	0	118	80	138	60	39	0	0	0	742		
Total Staff Cost		$5,177.78	$7,043.68	$4,156.11	$0.00	$5,044.50	$2,183.20	$4,444.98	$2,347.80	$741.00	$0.00	$0.00	$0.00		**$31,139.05**	**$41.97**

Check = $31,139.05

Survey Field Days by Subconsultant	
4 - Person Crew:	

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:			$31,139.05
OVERHEAD:	158.25%		$49,277.55
OPERATING MARGIN:	15.00%		$4,670.86
FCCM (Facilities Capital Cost Money):	0.19500%		$60.72
EXPENSES:	14.88%		$4,633.49
SALARY RELATED SUBTOTAL:			**$89,781.67**
Survey (Field - if by Prime)	0.00	4-man crew day: $ - / day	$0.00
SUBTOTAL - PRIME			**$89,781.67**
Subconsultant: Enter Name Sub 1			$0.00
Subconsultant: Sub 2			$0.00
Subconsultant: Sub 3			$0.00
Subconsultant: Sub 4			$0.00
Subconsultant: Sub 5			$0.00
Subconsultant: Sub 6			$0.00
Subconsultant: Sub 7			$0.00
Subconsultant: Sub 8			$0.00
Subconsultant: Sub 9			$0.00
Subconsultant: Sub 10			$0.00
Subconsultant: Sub 11			$0.00
Subconsultant: Sub 12			$0.00
SUBTOTAL ESTIMATED FEE:			**$89,781.67**
Optional Services			$0.00
GRAND TOTAL ESTIMATED FEE:			**$89,781.67**

Estimator:	Cathie Cash					Destin Cross Town Connector Re-evaluation
						N/A
Task No.	**Task**	**Units**	**# of Units**	**Hours / Unit**	**Hours**	**Comments**
1.1	**Public Involvement Program ***	LS	1	8	8	Update PIP (Community Awareness Plan)
1.2	**Public Involvement Data Collection**	LS	1	8	8	Pull property owner information for 2 public mailings
1.3	**Notice of Intent (EIS only) ***	LS	1	0	0	
1.4	**Advance Notification ***	LS	1	0	0	
1.5	**Scheduled Public Meetings**	LS	Task Total ---->		156	
	Scoping Meeting					
	*Set Up/Scoping Package **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Elected Officials/Agency Kickoff Meeting					
	*Set Up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Public Kickoff Meeting					
	*Set up **	*LS*	*1*	*116*	*116*	*Assumes one public meeting. Preparation of graphics for meeting (40 hours), preparation of PowerPoint (40 hours); preparation and revision of notification materials (20 hours); preparation of responses to comments (12 hours); and meeting summary (4 hours).*
	Participation and notes	*LS*	*1*	*40*	*40*	*4 staff x meeting time (1 hr. set up + 2 hr. meeting + 1 hr. take down = 4 hrs) x travel (6 hr)*
	Corridor or Other Public Meeting					
	*Set up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Alternatives Public Meeting					
	*Set up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
1.6	**Other (Unscheduled) Public and Agency Meetings**	LS	0	0	0	
1.7	**Public Hearing**	LS	Task Total ---->		0	
	*Invitation / notification / setup / follow-up **	*LS*	*1*	*0*	*0*	
	Participation	*LS*	*1*	*0*	*0*	
1.8	**Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA**	LS	1	0	0	
1.9	**Special Public Involvement Requirements**	LS	Task Total ---->		0	
	*General Public Correspondence **	*LS*	*1*	*0*	*0*	
	*News Letters, Preparation / Distribution **	*LS*	*1*	*0*	*0*	
	*Web Site Development **	*LS*	*1*	*0*	*0*	
	*Web Site Maintenance **	*LS*	*0*	*0*	*0*	
	*Videos, Renderings, etc. **	*LS*	*1*	*0*	*0*	
				Public Involvement Subtotal	**172**	
1.10	**Quality Assurance / Quality Control**	LS	%	7%	9	
				PUBLIC INVOLVEMENT TOTAL HOURS	**181**	

NOTE: * subject to QC

Estimator:	Cathie Cash					Destin Cross Town Connector Re-evaluation
						N/A
Task No.	**Task**	**Units**	**# of Units**	**Hours / Unit**	**Hours**	**Comments**
1.1	**Public Involvement Program ***	LS	1	8	8	Update PIP (Community Awareness Plan)
1.2	**Public Involvement Data Collection**	LS	1	8	8	Pull property owner information for 2 public mailings
1.3	**Notice of Intent (EIS only) ***	LS	1	0	0	
1.4	**Advance Notification ***	LS	1	0	0	
1.5	**Scheduled Public Meetings**	LS	Task Total ---->		156	
	Scoping Meeting					
	*Set Up/Scoping Package **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Elected Officials/Agency Kickoff Meeting					
	*Set Up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Public Kickoff Meeting					
	*Set up **	*LS*	*1*	*116*	*116*	*Assumes one public meeting. Preparation of graphics for meeting (40 hours), preparation of PowerPoint (40 hours); preparation and revision of notification materials (20 hours); preparation of responses to comments (12 hours); and meeting summary (4 hours).*
	Participation and notes	*LS*	*1*	*40*	*40*	*4 staff x meeting time (I hr. set up + 2 hr. meeting + 1 hr. take down = 4 hrs) x travel (6 hr)*
	Corridor or Other Public Meeting					
	*Set up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Alternatives Public Meeting					
	*Set up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
1.6	**Other (Unscheduled) Public and Agency Meetings**	LS	0	0	0	
1.7	**Public Hearing**	LS	Task Total ---->		0	
	*Invitation / notification / setup / follow-up **	*LS*	*1*	*0*	*0*	
	Participation	*LS*	*1*	*0*	*0*	
1.8	**Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA**	LS	1	0	0	
1.9	**Special Public Involvement Requirements**	LS	Task Total ---->		0	
	*General Public Correspondence **	*LS*	*1*	*0*	*0*	
	*News Letters, Preparation / Distribution **	*LS*	*1*	*0*	*0*	
	*Web Site Development **	*LS*	*1*	*0*	*0*	
	*Web Site Maintenance **	*LS*	*0*	*0*	*0*	
	*Videos, Renderings, etc. **	*LS*	*1*	*0*	*0*	
				Public Involvement Subtotal	**172**	
1.10	**Quality Assurance / Quality Control**	LS	%	7%	9	
				PUBLIC INVOLVEMENT TOTAL HOURS	**181**	

NOTE: * subject to QC

Estimator: Cathie Cash

Destin Cross Town Connector Re-evaluation
N/A

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Data Collection					
2.1	**Field Review**	LS	1	0	0	included redesign
2.2	**Survey Coordination**	LS	Task Total ---->		0	
	Aerial Photography	*LS*	*1*	*0*	*0*	
	Survey Coordination	*LS*	*1*	*0*	*0*	*included redesign*
2.3	**Geotechnical**	LS	Task Total ---->		0	
	Soils	*LS*	*1*	*0*	*0*	
	Geotechnical Coordination	*LS*	*1*	*0*	*0*	
2.4	**Traffic**	LS	Task Total ---->		94	
	Traffic Data	*LS*	*1*	*2*	*2*	*Review previous traffic study*
	Traffic Analysis	*Traffic Analysis Total ------>*			*92*	
	*- Design Traffic **	*LS*	*1*	*16*	*16*	*Determine if recommended intersection improvements meet LOS or need revisision*
	*- Traffic Operational Analysis **	*LS*	*1*	*60*	*60*	*Conduct analysis of revised intersection controls*
	*- Design Traffic Documentation **	*LS*	*1*	*16*	*16*	*Prepare Tech Memo to document intersection analysis*
2.5	**Safety**	LS	Task Total ---->		0	
	Crash Data	*LS*	*1*	*0*	*0*	
	*Safety Analysis **	*LS*	*1*	*0*	*0*	
2.6	**Utilities and Railroads**	LS	Task Total ---->		0	
	Data Collection	*EA*	*1*	*0*	*0*	
	*Analysis and Report **	*LS*	*1*	*0*	*0*	
2.7	**Needs**	LS	Task Total ---->		20	
	Transportation Plans	*LS*	*1*	*8*	*8*	*Review of transportation plans (including bicycle and transit plans) as they relate to the project*
	*Planning Consistency Form **	*LS*	*1*	*8*	*8*	*Assumes the project is consistent with the most current transportation plans; however, if the project is not this will be brought to the attention of the City to coordinate with the TPO to incorporate the project into the transportation planning documents.*
	*Analysis of Existing Conditions **	*LS*	*1*	*0*	*0*	
	*Purpose and Need **	*LS*	*1*	*4*	*4*	*Verification project changes meet the Purpose and Need (assumes review of traffic analysis confirms a two-lane roadway provides sufficient capacity in the design year)*

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
2.8	**Corridor Analysis ***	LS	1	0	0	
2.9	**Roadway**	LS	Task Total ---->		0	
	Existing Roadway Characteristics	*LS*	*1*	*0*	*0*	
	*Typical Section Analysis **	*EA*	*1*	*0*	*0*	*included in redesign*
	*Roadway Design Alternatives **	*LS*	*1*	*0*	*0*	*included in redesign*
	*Access Management **	*LS*	*1*	*0*	*0*	
	*Identify Construction Segments **	*LS*	*1*	*0*	*0*	
2.10	**Structures**	LS	Task Total ---->		0	
	Existing Structure Characteristics	*EA*	*0*	*0*	*0*	
	*Structures Typical Section Analysis **	*EA*	*0*	*0*	*0*	
	*Structures Design Alternatives **	*EA*	*0*	*0*	*0*	
2.11	**Drainage**	LS	Task Total ---->		0	
	*Drainage and Floodplain Analyses and Pond Siting Report **	*Per Mile*	*0*	*0*	*0*	
	*Location Hydraulics Report **	*LS*	*1*	*0*	*0*	
2.12	**Concept Plans**	LS	Task Total ---->		0	
	*Base Map **	*Sheet*	*0*	*0*	*0*	
	*Alternative Concept Plan **	*Sheet*	*0*	*0*	*0*	
	*Preferred Alternative **	*Sheet*	*0*	*0*	*0*	
2.13	**Typical Section Package ***	LS	1	0	0	Handled in redesign
2.14	**Design Exception and Variation**	LS	Task Total ---->		0	
	Identify Design Exceptions and Variations	*LS*	*1*	*0*	*0*	
	*Prepare Design Exception and Variation Package(s) **	*EA*	*0*	*0*	*0*	
2.15	**Multi-modal Accommodations ***	EA	0	0	0	
2.16	**Park and Ride Lots**	EA	0	0	0	
2.17	**Maintenance of Traffic ***	LS	1	0	0	
2.18	**Comparative Analysis and Evaluation Matrix ***	LS	1	0	0	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
2.19	**Selection of Preferred Alternative(s) ***	LS	1	0	0	
2.20	**Value Engineering Study**	EA	0	0	0	
2.21	**Risk Management**	LS	1	0	0	
2.22	**Construction Cost Estimates ***	**LS**	**1**	**0**	**0**	
2.23	**Right of Way Cost Estimates**	LS	Task Total ---->		44	
	*Notes and Maps for Estimate **	*LS*	*1*	*20*	*20*	*Revise r/w cost estimates*
	*Preparation Cost Estimate **	*LS*	*1*	*24*	*24*	
2.24	**Preliminary Engineering Report (PER)**	**LS**	**Task Total ---->**		**0**	
	*Draft **	*LS*	*1*	*0*	*0*	
	*Final **	*LS*	*1*	*0*	*0*	
2.25	**Other Engineering Services**	LS	Task Total ---->		0	
	*IMR/IJR Reports **	*LS*	*1*	*0*	*0*	
	*Intelligent Transportation Systems **	*LS*	*1*	*0*	*0*	
	*Obtain Project Permits**					
	*Existing Signage Inventory **	*LS*	*1*	*0*	*0*	
	Engineering Analysis and Report Subtotal				**158**	
2.26	**Quality Assurance / Quality Control**	LS	%	7%	11	
	ENGINEERING ANALYSIS AND REPORT TOTAL HOURS				**169**	
NOTE: * subject to QC						

ENVIRONMENTAL ANALYSIS AND REPORTS

Estimator: Cathie Cash — Destin Cross Town Connector Re-evaluation — N/A

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Sociocultural Effects					
3.1	**Land Use Changes ***	LS	1	0	0	
3.2	**Social ***	LS	1	12	12	Identification of community services within the project area. Determine any change in effects on community facilities or community cohesion. Verify no adverse impacts to disadvantaged populations.
3.3	**Economic ***	LS	1	0	0	No change in impacts anticipated.
3.4	**Mobility ***	LS	1	8	8	Identify whether project changes impact other transportation modes. This requires the review of bicycle and transit plans for the project area to determine how changes in the project affect these transportation modes.
3.5	**Aesthetics ***	LS	1	0	0	It is expected that project changes will not impacts the aesthetics on adjacent neighborhoods beyond that already assessed.
3.6	**Relocation Potential**	LS	Task Total ---->		32	
	*Conceptual Stage Relocation Plan **	*LS*	1	16	16	*Update conceptual stage relocation plan*
	*Review and Impact Determination **	*LS*	1	16	16	*prepare relocation figure, determine changes in impacts*
	Cultural Resources					
	Archaeological and Historical Resources	LS	Task Total ---->		72	
	Research Design Methodology As Required	*LS*	*1*	*0*	*0*	
	*Cultural Resource Assessment Survey (CRAS) **	*LS*	*1*	*60*	*60*	*Master Site File will be checked for any new resources. Field work will be conducted to determine the characteristics of any potentially-eligible resources. Project changes will be assessed for imacts to NRHP eligible historic resources. Assumes no impacts to NRHP-eligible resources. Impacts to historic resources eligible for the NRHP would require coordination with SHPO. Documentation of changes in cultural resources involvement will be in an addendum to the previous Cultural Resources Assessment Report.*
	Pond Site Technical Memorandum	*LS*	*1*	*0*	*0*	
	Determiniation of Eligibility (DOE) As Required	*LS*	*1*	*12*	*12*	*Includes preparation and submittal of documentation for eligibility determination by SHPO of three unrecorded historic resources and coordination with SHPO, as required.*
	*Case Study Report **	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
	*Memorandum of Agreement (MOA) **	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
	Historic Resources, Section 4(f) Evaluation	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
	Section 106 Consultation Meetings	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
	Native American Coordination Meeting	*LS*	*1*	*0*	*0*	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Section 106 Public Involvement	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
	Cultural Resource Committee Meetings	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
3.8	**Recreational, Section 4(f)**	LS	Task Total ---->		0	
	*Section 4 (f) Applicability "de minimus" **	*EA*	*0*	*0*	*0*	
	*Section 4 (f) Applicability **	*EA*	*0*	*0*	*0*	
	*Section 4 (f) Evaluation **	*EA*	*0*	*0*	*0*	
	Natural Resources					
3.9	**Wetlands and Essential Fish Habitat**	LS	Task Total ---->		0	
	Data Collection - Wetlands	*LS*	*1*	*0*	*0*	*No wetlands on project*
	Data Collection - Essential Fish Habitat Assessment	*LS*	*1*	*0*	*0*	*No EFH present*
	*Conceptual Mitigation Plan **	*LS*	*1*	*0*	*0*	
	*Analysis & Report - Essential Fish Habitat **	*LS*	*1*	*0*	*0*	
	*Evaluation & Report - Wetlands **	*LS*	*1*	*0*	*0*	
3.10	**Water Quality ***	LS	1	4	4	The effects of project changes on water quality will be identified and stormwater treatment requirements discussed.
3.11	**Special Designations ***	LS	1	0	0	
3.12	**Wildlife and Habitat**	LS	Task Total ---->		28	
	Data collection	*LS*	*1*	*20*	*20*	*Verify changes in laws or regulations do not affect the project (4 hours). Conduct field reivew to identify presence or absence of protected species (8 hrs.) and conduct desktop analysis of potential impacts (6 hrs).*
	*Analysis and report **	*LS*	*1*	*8*	*8*	*Prepare tech memo*
	*Conservation Measures and Mitigation Plan **	*LS*	*1*	*0*	*0*	*Assumes no impacts to protected species*
3.13	**Identify Permit Conditions ***	LS	1	2	2	*Status of permit acquisition will be reported*
3.14	**Farmlands ***	LS	1	0	0	
	Physical Effects					

ENVIRONMENTAL ANALYSIS AND REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
3.15	**Noise**	LS	Task Total ---->		24	
	Data collection, and field work	*LS*	*1*	*8*	*8*	*Assume no new receptors closer to project. Field review to verify (requires 8 hrs for travel and to take ambient measurements during peak hour).*
	*Analysis **	*LS*	*1*	*0*	*0*	
	*Report **	*LS*	*1*	*16*	*16*	*Addendum to prior Noise Report*
3.16	**Air Quality**	LS	Task Total ---->		0	
	*Sceening Analysis **	*LS*	*1*	*0*	*0*	
	*Air Quality Modeling * As Required*	*LS*	*1*	*0*	*0*	
3.17	**Construction Impact Analysis ***	LS	1	0	0	
3.18	**Contamination**	LS	Task Total ---->		32	
	Field Data	*LS*	*1*	*12*	*12*	*Desk top collection and review of data on potential contamination sites*
	*Analysis/Report **	*LS*	*1*	*20*	*20*	*Analysis and documentation within the re-evaluation*
	Environmental Reports					
3.19	**Class of Action Determination ***	LS	1	0	0	
3.20	**CATEX Type II * (if not part of 3.19 - Class of Action Determination)**	LS	1	0	0	
3.21	**PEIR (Complete Re-evaluation Form)**	LS	1	96	96	Prepare Memo for front of original PEIR documenting that the two-lane typical section meets the project's purpose and need for the design year (12 hours). Prepare Re-evaluation Form (60 Hrs). Prepare report graphics, including a location map and revised relocation figure, (12 hrs) and changes to the Re-evaluation based on City reivew of the document (12 hrs).
3.22	**Environmental Assessment ***	LS	1	0	0	
3.23	**FONSI ***	LS	1	0	0	
3.24	**Draft EIS ***	LS	1	0	0	
3.25	**Final EIS ***	LS	1	0	0	
	Environmental Analysis and Report Subtotal				**310**	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
3.26	Quality Assurance / Quality Control	LS	%	7%	22	
	ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS				**332**	
NOTE: * subject to QC						

Estimator:	Cathie Cash					Destin Cross Town Connector Re-evaluation
						N/A
Task No.	**Task**	**Units**	**# of Units**	**Hours / Unit**	**Hours**	**Comments**
4.1	**Contract and Project Files**	LS	1	4	4	Initial contract and project file structure on internal server
4.2	**Project Management Meetings and Coordination**	LS	1	56	56	Assumes 3 coordination meetings with City of Destin PM throughout the reevaluation project, attended by 2 Atkins staff members (1 from environmental and 1 from engineering). Also includes other coordination efforts between the environmental and engineering staffs. Meetings with client = 2 staff * 3 meetings * 6 hours (preparation, travel time, minutes.) 20 hours internal coordiation.
4.3	**Additional Services**	LS	Task Total ---->		0	
	4. Roadway Analysis	*LS*	*1*	*0*	*0*	
	5. Roadway Plans	*LS*	*1*	*0*	*0*	
	6. Drainage Analysis	*LS*	*1*	*0*	*0*	
	8. Environmental Permits	*LS*	*1*	*0*	*0*	
	27. Survey	*LS*	*1*	*0*	*0*	
	28. Photogrammetry	*LS*	*1*	*0*	*0*	
	29. Mapping	*LS*	*1*	*0*	*0*	
	30. Geotechnical	*LS*	*1*	*0*	*0*	
MISCELLANEOUS TOTAL HOURS					**60**	

EXHIBIT D

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2020

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

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

PRODUCER
MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326

CN102421774-Atkin-GAWE-19-20 NOC

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee & Liability Ins Co	26247
INSURER C : National Union Fire Ins Co. of Pittsburgh PA	19445
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Atkins North America, Inc.
4030 West Boy Scout Blvd. Ste. 700
Tampa, FL 33607-5713

COVERAGES **CERTIFICATE NUMBER:** ATL-005155666-01 **REVISION NUMBER:** 10

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			GLO 0137576-05	10/15/2019	10/15/2020	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$	50,000
	X POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$	2,000,000
	OTHER:						GENERAL AGGREGATE	$	4,000,000
							PRODUCTS - COMP/OP AGG	$	4,000,000
								$	
A	AUTOMOBILE LIABILITY			BAP013757505	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR			AUC 9304209-17	10/15/2019	10/15/2020	EACH OCCURRENCE	$	2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	2,000,000
	DED RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC013757705	10/15/2019	10/15/2020	X PER STATUTE OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Professional Liability			15808715	04/30/2020	04/30/2021	Limit: Per Claim		4,000,000
	(claims made policy)			(See additional page)			Annual Aggregate:		4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Destin Cross Town Connector (Benning Drive to Beach Drive) Design Services

City of Destin, Florida is included as additional insured where required by written contract with respect to general liability and auto liability coverages. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: CN102421774
LOC #: Atlanta

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, INC.	Atkins North America, Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability:

Professional Liability placement was made by Marsh Canada. Marsh USA has only acted in the role of a consultant to the client with respect to the placement, which is indicated here for your convenience.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0137576-05	10/15/2019	10/15/2020	10/15/2019	28235000	$-	$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Atkins North America, Inc.

Address (including ZIP Code):

4030 West Boy Scot Blvd., Ste 700

Tampa, FL 33607

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-0137575-05	10/15/2019	10/15/2020	10/15/2019	28235000	$-	$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

   (1) Overdue lease or loan payments at the time of the "loss";

   (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   (3) Security deposits not returned by the lessor;

   (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

   (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. **Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. **Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, to whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	**Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

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

whichever is less.

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

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION OR SCHEDULED AND PREMIUM CHARGE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/15/2019 Policy No. WC 0137577-05 Endorsement No. -

Insured: SNC Lavalin Engineers & Constructors, Inc. Premium $ -

Insurance Company : Zurich American Insurance Company Countersigned by _____

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0137575-05	10/15/2019	10/15/2020	10/15/2019	28235000	$-	$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0137576-05	10/15/2019	10/15/2020	10/15/2019	28235000	$-	$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/15/2019 Policy No.: WC-0137577-05 Endorsement No.
Insured: Atkins North America, Inc. Premium $

Insurance Company: Zurich American Insurance Company

 Includes copyrighted material of National Council on Compensation Insurance, Inc. with its permission.

Office of the City Manager

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

NOTICE TO PROCEED

Sent Via Email

DATE: June 16, 2021

TO: Matthew Taylor, PE, Vice President
Jessica Golema, PE, Senior Engineer
Atkins North America, Inc.

FROM: Lance Johnson, City Manager

SUBJECT: **City of Destin Cross Town – Beach Drive to Benning Drive**

On June 16, 2021, Amendment No. 1 (the "Amendment"), incorporated herein by reference, regarding the above-referenced project was executed by and between the City of Destin, Florida and Atkins North America, Inc. in an amount not to exceed $343,170,67.

Attn: Matthew Taylor; Matthew.taylor@atkinsglobal.com
Jessica Golema; Jessica.golema@atkinsglobal.com

Atkins North America, Inc is hereby notified to commence work as described in the Scope of Work set forth in the Amendment. All work is to be done in accordance with the Amendment and executed by and between the City of Destin, Florida and Atkins North America, Inc.

The date of completion will remain February 2, 2023.

Please acknowledge receipt of this Notice to Proceed by completing and signing the space below and returning a copy to this office. Please advise if there are any questions.

Sincerely,

_____ 06/16/2021
Lance A. Johnson, City Manager Date

Acceptance of Notice/Receipt of the above Notice to Proceed is hereby acknowledged by:

Printed Name:_____

this_____ day of _____ , 2020.

by:_____
Signature

Title:_____

AMENDMENT NO. 2

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DESTIN AND ATKINS NORTH AMERICA, INC

THIS AMENDMENT is made and entered into this 17th day of August 2021, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC.** (hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020 for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1) **Addition of Services:**

   The Consultant shall re-design the existing pre-60% design plans for the Cross Town Connector project to reflect the improvements directed by City Council at the July 19th, 2021 meeting and as described in the attached Scope of Services.

2) **Compensation and Schedule:**

   The City shall pay $147,100.00 for the additional services as outlined in the Fee Schedule (Exhibit B). Payment for the additional design services will be based on the Fee Schedule.

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

LJohnson

Lance Johnson, City Manager

ATKINS NORTH AMERICA, INC

Matthew Taylor, PE, Vice President

Attest to Signature:

Rey Bailey, City Clerk

SEAL

AMENDMENT NO. 3 TO

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DESTIN AND ATKINS NORTH AMERICA, INC

THIS AMENDMENT is made and entered into this ____13___ day of May, 2022, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC.** (hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020, for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1) Addition of Services:

   The Consultant shall provide additional appraisal services for the Cross-Town Connector project. Services shall include additional appraisals for parcels 1 and 8. Additional details described in the Scope of Services (Attachment A).

   The Consultant shall provide architectural renderings as requested by City Council. Renderings shall focus on depicting available greenspace throughout the corridor and within the Pond 2 footprint. Additional details described in the Scope of Services (Attachment A)

2) Compensation and Schedule:

   The City shall pay $27,629.57 for the additional services as outlined in the Fee Schedule (Attachment B).

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

Lance Johnson, City Manager
City Manager

Attest to Signature:

Rey Bailey, City Clerk

ATKINS NORTH AMERICA, INC

Matthew A. Taylor,
Vice President, PE

ATTACHMENT A

SCOPE OF SERVICES

DEAL CONSULTING, P.A.

March 3, 2022

Mrs. Marsha Hayes, SR/WA
Hayes Consulting Services, LLC
Post Office Box 796
Chipley, Florida 32428

Re: Destin Bypass Road Phase I
Parcels 1 and 8 (Winton and Lowe) Whole Acquisitions
Appraisal Bid/Scope

Dear Mrs. Hayes:

I appreciate the opportunity to work with you on this matter. The following pages contain the provisions of this agreement. If you need anything else, please let me know.

925 Falling Waters Road Chipley, Florida 32428 Phone (850) 544-2524 sdeal@dealconsulting.net

INTENDED USERS
Marsha Hayes and City of Destin and Their Assigns (Referred to Herein as "The Client")

Note: No other users are intended by the appraiser. The appraiser shall consider the intended users when determining the level of detail to be provided in the appraisal report.

INTENDED USE
This appraisal is intended to assist the client in determining the market value of the property for a potential purchase and/or eminent domain action.

Note: No other use is intended by the appraiser. The intended use as stated shall be used by the appraiser in determining the appropriate scope of work for the assignment. The appraiser is not liable for any use, other than the intended use.

PROPERTY IDENTIFICATION
Parcel 1 – Winton Parcel - Okaloosa County PA 00-2S-22-5555-0000-0020 (Whole Take)
Parcel 8 – Lowe Parcel - Okaloosa County PA 00-2S-22-2335-0000-0130 (Whole Take)

PROPERTY TYPE
Parcel 1 – Vacant 1.1-Acre Property
Parcel 8 - Improved with a Triplex

INTEREST VALUED
The rights being appraised are those associated with a fee simple estate. Fee simple estate is defined in the Appraisal Institute's *The Appraisal of Real Estate, 12th Edition*, page 68 as:

> *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.*

TYPE OF VALUE
The following definition of market value is taken from **Florida State Road Department v. Stack, 231 So.2d 859 Fla., 1st DCA 1969** as cited in the Florida Department of Transportation's Supplemental Standards of Appraisal.

> *"Value" as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.*

The market value opinion in this report is in terms of cash or terms equivalent to cash.
The intended user's attention should be directed to the fact that the market value estimated in this report is relevant as of the date of value. The market value estimated is also contingent on a reasonable exposure time in a competitive market. The reasonable exposure time will be estimated and defined in the following section of this report. It should be noted that any change in the date of value or exposure time identified in this report could significantly change the estimate of market value.

DATE OF VALUE
Current

ADDITIONAL PROPERTY TO BE VALUED
None

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS
Parcel 1 – N/A

Parcel 8 - It is my understanding that an interior inspection was not possible for the first appraiser. Therefore, I anticipate, for purposes of this bid/scope, to perform an exterior-only inspection of Parcel 8. The interior specifications will be based on the public record. Condition will be based on exterior condition and photos available on the local MLS, if any are available.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

- The Code of Professional Ethics of the Appraisal Institute
- The Uniform Standards of Professional Appraisal Practice of the Appraisal Institute
- Chapter 475, Part II, Florida Statutes

ANTICIPATED SCOPE OF WORK

Site Visit:
Parcel 1 – Typical, Vacant Inspection

Parcel 8 - It is my understanding that an interior inspection was not possible for the first appraiser. Therefore, I anticipate, for purposes of this bid/scope, to perform an exterior-only inspection of Parcel 8.

Valuation Approaches:
Parcel 1 - The appraisal will employ the sales comparison approach as vacant.

Parcel 8 – I will employ the sales comparison approach and income approach as improved.

Note: Depending on further inspection and research, the conclusion as to the approaches to be used could change. I will use all approaches necessary to develop a credible opinion of value.

APPRAISAL REPORT

Report Option:
This is an assignment involving one appraisal report in accordance with the Uniform Standards of Professional Appraisal Practice (consistent with the former "summary appraisal report" in Standards Rule 2-2(b) of (USPAP). As such, the report presents sufficient information to enable the client and other intended users, as identified, to understand it properly. Supporting documentation is contained in my work file and will be made available at the client's request.

I will deliver one appraisal report per parcel.

Format
Narrative

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

TBD

PROPOSED IMPROVEMENTS

N/A

PROPERTIES UNDER CONTRACT FOR SALE

N/A

ADDITIONAL DOCUMENTATION
Absent any title work being provided I will appraise the property assuming clear title with no defects that would alter the market value. I will appraise the undivided, fee simple interest only with no apportionment of interests.

DELIVERY DATE
I will deliver the report will be within 60 days of the notice to proceed assuming I receive the notice to proceed on or before April 3, 2022.

DELIVERY METHOD
Signed PDF

NUMBER OF COPIES
ONE

PAYMENT TO APPRAISER

Parcel 1	$ 6,500
Parcel 8	$ 9,500
Total	$16,000

Invoice will be submitted to the client by Hayes Consulting at the time of their next billing date following receipt of appraisal. Payment is due to Deal Consulting, PA within 30 days of Hayes Consulting receiving payment from the client.

WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE
The appraiser's obligations pursuant to this agreement are complete when the appraisal report in the form specified in this agreement is delivered to the client pursuant to this agreement. The appraiser agrees to be responsive to the client's/reviewer's legitimate inquiries regarding the contents of the report after delivery.

It is my understanding G. Daniel Green, MAI/SRA will review these reports. This bid is null and void if the reviewer is changed or another reviewer is added.

CONFIDENTIALITY
The appraiser shall not provide a copy of the written appraisal reports, nor disclose the results of the appraisals, to any party other than the client unless the client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS
The appraiser may use employees or independent contractors to complete the assignment at the appraiser's discretion, unless otherwise agreed by the parties. Notwithstanding, the appraiser shall sign the written appraisal report and take full responsibility for the services provided as a result of this agreement.

SERVICES NOT PROVIDED
The fees set forth in this agreement apply to the appraisal services rendered by the appraiser as set forth in this agreement. Unless otherwise specified herein, the appraiser's services for which the fees in this agreement apply shall not include meetings with persons other than the client nor the client's agents or professional advisors; the appraiser's deposition(s) nor testimony before judicial, arbitration or administrative tribunals; nor any preparation associated with such depositions or testimony. Any additional services performed by the appraiser not set forth in this agreement will be performed on terms and conditions set forth in an amendment to this agreement or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS
Unless otherwise stated in this agreement, the client agrees that the appraiser's assignment pursuant to this agreement shall not include the appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

CHANGES TO AGREEMENT
Any changes to the assignment as outlined in this agreement shall necessitate a new agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new agreement.

CANCELLATION
The client may not cancel this agreement at any time subsequent to the notice to proceed without full payment of fee.

GOVERNING LAW AND JURISDICTION
This agreement shall be governed by the law of the state in which the appraiser's office is located as specified in this agreement, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party in order to interpret or enforce this agreement, or to enforce an arbitration award entered pursuant to this agreement, shall be brought in a state or federal court having jurisdiction over the location of the appraiser's office as specified in this agreement. The parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE
The appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. The appraiser cannot guarantee the outcome of the assignment in advance. The appraiser cannot ensure that the opinion of value developed as a result of this assignment will serve to facilitate any specific objective of the client or others or advance any particular cause. The appraiser's opinion of value will be developed competently and with independence, impartiality, and objectivity.

NOTICES
Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b)

overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective on the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

NO THIRD-PARTY BENEFICIARIES

Nothing in this agreement shall create a contractual relationship between the appraiser or the client and any third party, or any cause of action in favor of any third party. This agreement shall not be construed to render any person or entity a third-party beneficiary of this agreement, including, but not limited to, any third parties identified herein.

ASSIGNMENT

Neither party may assign this agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold at its sole discretion. In the event this agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this agreement and all such other provisions shall remain in full force and effect.

CLIENT'S REPRESENTATIONS AND WARRANTIES

The client represents and warrants to the appraiser that (1) the client has all right, power and authority to enter into this agreement; (2) the client's duties and obligations under this agreement do not conflict with any other duties or obligations assumed by the client under any agreement between the client and any other party; and (3) the client has not engaged the appraiser, nor will the client use the appraiser's appraisal report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This agreement represents the entire and integrated agreement between the client and the appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by a written instrument signed by both the client and the appraiser.

ATKINS

Member of the SNC-Lavalin Group

PROJECT BACKGOUND

This is a supplemental agreement to create a rendered 3-D model and one (1) PowerPoint of the 60% design submitted dated 12/22/2021 of the Destin Connector from Beach Drive to Bennington Drive redesign and a pond alternative. This is for additional scope not covered in the original scope dated 10/19/2020. From the models, images will be taken and placed into a PowerPoint presentation to be shown to the City of Destin Council.:

SUBMITTALS

The project tasks include the following two (2) submittals:

1. 60% Submittal 3D Rendering PowerPoint

TASK 1: 60% Submittal 3-D Rendering PowerPoint

ATKINS shall prepare a (1) PowerPoint which will show images taken from the rendered 3-D model of the 60% design submitted to the City of Destin Council on 12/22/2021.

Tasks include:

1. 3-D Rendering: Prepare one (1) high quality 3-D rendering using the 60% design submittal.
2. PowerPoint Presentation: Prepare one (1) PowerPoint presentation. The presentation will include the following:
    a. Perspective and birds-eye view images of the rendered 3D model (4 total images)

Deliverables: PowerPoint (1 PowerPoint, 1 PDF)

Project Assumptions and Services Not Included

Services authorized by City of Destin other than those specifically listed in this Scope of Services shall be considered Additional Services, for which the City shall compensate the Consultant based on an additional fee that is mutually agreed upon. Additional Services will include, but not be limited to, the following:

- Revised plan sets or details of the alternative pond design
- Irrigation plans
- Public meetings
- In-person meetings
- Park planning, programming, and design
- Hardscape, pedestrian facilities, and ADA access requirements

ATTACHMENT B

FEE SCHEDULE

ADDITIONAL DOCUMENTATION
Absent any title work being provided I will appraise the property assuming clear title with no defects that would alter the market value. I will appraise the undivided, fee simple interest only with no apportionment of interests.

DELIVERY DATE
I will deliver the report will be within 60 days of the notice to proceed assuming I receive the notice to proceed on or before April 3, 2022.

DELIVERY METHOD
Signed PDF

NUMBER OF COPIES
ONE

PAYMENT TO APPRAISER

Parcel 1	$ 6,500
Parcel 8	$ 9,500
Total	$16,000

Invoice will be submitted to the client by Hayes Consulting at the time of their next billing date following receipt of appraisal. Payment is due to Deal Consulting, PA within 30 days of Hayes Consulting receiving payment from the client.

WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE
The appraiser's obligations pursuant to this agreement are complete when the appraisal report in the form specified in this agreement is delivered to the client pursuant to this agreement. The appraiser agrees to be responsive to the client's/reviewer's legitimate inquiries regarding the contents of the report after delivery.

It is my understanding G. Daniel Green, MAI/SRA will review these reports. This bid is null and void if the reviewer is changed or another reviewer is added.

CONFIDENTIALITY
The appraiser shall not provide a copy of the written appraisal reports, nor disclose the results of the appraisals, to any party other than the client unless the client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS
The appraiser may use employees or independent contractors to complete the assignment at the appraiser's discretion, unless otherwise agreed by the parties. Notwithstanding, the appraiser shall sign the written appraisal report and take full responsibility for the services provided as a result of this agreement.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Connector from Beach Dr to Bennington Dr Redesign
County: Okaloosa
FPN: N/A
FAP No.: N/A

Consultant Name: Atkins
Consultant No.:
Date: 3/2/2022
Estimator: JBP

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Inspector	Secretary / Clerical	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$69.97	$46.34	$51.31	$52.03	$42.75	$27.29	$32.21	$39.13	$22.04	$19.90	$0.00	$0.00			
3. Project General and Project Common Tasks	26	22	0	6	0	0	0	0	0	0	0	0	0	28	$1,847	$65.97
25. Landscape Architecture Analysis	45	5	0	0	36	0	0	0	0	0	0	0	0	41	$2,223	$54.22
Total Staff Hours	73	27	0	6	36	0	0	0	0	0	0	0	0	69		
Total Staff Cost		$1,889.19	$0.00	$307.86	$1,873.08	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$4,070.13	$58.99
														Check =	$4,070.13	

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:				$4,070.13
OVERHEAD:	158.25%			$6,440.98
OPERATING MARGIN:	15.00%			$610.52
FCCM (Facilities Capital Cost Money):	0.19500%			$7.94
EXPENSES:	0.00%			$500.00
Survey (Field - if by Prime)	0	4-man crew days @	$ - / day	$0.00
TOTAL ESTIMATED FEE:				**$11,629.57**

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Project Activity 3: General Tasks

Estimator: John Fielding

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	8	8	Prepare presentation materials for additional council meeting
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	20	20	Meeting attendnace for PM and Drainage engineer. Travel time.
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					28	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					**28**	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.6 - List of Project Manager Meetings						
	Roadway Analysis	EA	0	0	0	
	Drainage	EA	0	2	0	
	Utilities	EA	0	0	0	
	Environmental	EA	0	0	0	
	Structures	EA	0	0	0	
	Signing & Pavement Marking	EA	0	0	0	
	Signalization	EA	0	0	0	
	Lighting	EA	0	4	0	
	Landscape Architecture	EA	0	4	0	
	Survey	EA	0	0	0	
	Photogrammetry	EA	0	0	0	
	ROW & Mapping	EA	0	2	0	
	Terrestrial Mobile LiDAR	EA	0	0	0	
	Architecture	EA	0	0	0	
	Noise Barriers	EA	0	0	0	
	ITS Analysis	EA	0	0	0	
	Geotechnical	EA	0	0	0	
	Re-eval Coordination	EA	0	8	0	
	Progress Meetings	EA	0	3	0	
	Phase Reviews	EA	0	4	0	
	Field Reviews	EA	0	0	0	
Total Project Manager Meetings			0		0	

Carries to 3.6

Notes:

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.**

Project Activity 25: Landscape Architecture Analysis

Estimator: Alyssa Garcia

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	0	0	0	Not included
25.2	Site Inventory and Analysis	LS	0	0	0	Not included
25.3	Planting Design	LS	0	0	0	Not included
25.4	Irrigation Design	LS	0	0	0	Not Included
25.5	Hardscape Design	LS	0	0	0	Not included
25.6	Plan Summary Boxes	LS	0	0	0	Not included
25.7	Cost Estimates	LS	0	0	0	Not included
25.8	Technical Specification Provisions	LS	0	0	0	Not included
25.9	Other Landscape Architecture	LS	1	40	40	3-D Rendering & image creation for the production of a PowerPoint slide deck. (40 hrs for 60% design, 20 hrs for pond alternative)
	Landscape Architecture Analysis Technical Subtota				**40**	
25.10	Outdoor Advertising	LS	0	0	0	Not included
25.11	Field Reviews	LS	0	0	0	Not included
25.12	Technical Meetings	LS	0	0	0	Not included
25.13	Quality Assurance/Quality Control	LS	%	5%	2	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	3%	1	
	Landscape Architecture Analysis Nontechnical Subtota				**3**	
25.16	Coordination	LS	%	5%	2	
	25. Landscape Analysis Total				**45**	

Technical Meetings				
FDOT (kickoff, concept review)	EA	0	0	0
Maintaining Agency (cities, counties)	EA	0	0	0
Utility Owners	EA	0	0	0
Local Agency for Tree Removal	EA	0	0	0
Local Citizen Group(s)	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				**0**
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				**0**

Carries to 25.12

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

AMENDMENT NO. 4 TO

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DESTIN AND ATKINS NORTH AMERICA, INC

THIS AMENDMENT is made and entered into this _20th_ day of July, 2022, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC.** (hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020, for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1) Addition of Services:

   The Consultant shall modify the drainage design to accommodate required treatment and attenuation volumes for Pond 2 underground. Updates to Landscaping and Roadway plans are required to reflect the changes to the drainage design. Additional detail described in the Scope of Services (Attachment A).

2) Compensation and Schedule:

   The City shall pay $45,491.58 for the additional services as outlined in the Fee Schedule (Attachment B).

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

Lance Johnson, City Manager
City Manager

Attest to Signature:

Rey Bailey, City Clerk

ATKINS NORTH AMERICA, INC

Matthew A. Taylor,
Vice President, PE

ATTACHMENT A

SCOPE OF SERVICES

Amendment #4 Scope

This is a supplemental agreement, as requested by City Council on July 11th, 2022, to modify the proposed drainage design to accommodate underground treatment and attenuation for Pond 2. An underground chamber system will be used to achieve required treatment and attenuation volumes for Pond 2. Subsequent updates to component plan sets are also included, such as roadway and landscaping plans, in order to reflect the revised drainage design. Additional information as to items included in this effort are shown in the Fee Schedule, Attachment B.

Task Includes:

Drainage design updates
Drainage calculations updates
Drainage design report updates
Additional NWFWMD Pre-app meeting
NWFWMD Permit application updates
Roadway plan updates
Landscape plan updates
Revised quantities and cost estimate

Submittals:

The design submittals following this supplemental will include a resubmittal of the 90% design plans, 100% plans, and final plans. Schedule for these submittals is as follows:

Amendment #4 NTP – Start
90% Resubmittal – 60 Days
100% Plans – 60 days
Final Plans – 30 days
Total – 150 days following NTP

Assumptions and Exclusions

Pond 1 design will remain unchanged, only Pond 2 will be modified to provide underground treatment and attenuation.

Assumes Pond 2 will remain in original location per the Pond Siting Report and will be designed for loads per current design (i.e., open space with some fill, shared use path, loading for maintenance vehicle(s)). However, the chamber system may be able to support future planned park features as designed per the manufacturer's specifications.

Assumes stormsewer design will remain mostly unchanged as currently designed, except for minimal changes to outfalls and any additional inlets or pipes needed for the change to underground retention.

Does not include updating design, calculations, report or permit application for any future additional impervious area associated with the planned use of the area as a park (i.e., parking lot, basketball/tennis court, etc).

Landscape plans will be updated to accommodate the revised drainage design. Additional services that are not included as part of this updated effort are: 3-D modeling, irrigation plans, public meetings, park planning, programming, and design, hardscaping, outdoor advertisement negotiations and permitting.

ATTACHMENT B

FEE SCHEDULE

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Connector from Beach Dr to Bennington Dr Redesign
County: Okaloosa
FPN: N/A
FAP No.: N/A

Consultant Name: Atkins
Consultant No.: enter consultant's proj number
Date: 7/20/2022
Estimator: James Fain

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Inspector	Secretary / Clerical	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$68.67	$41.34	$51.31	$50.01	$41.38	$27.00	$32.21	$39.13	$22.04	$19.90	$0.00	$0.00			
3. Project General and Project Common Tasks	44	22	0	13	0	9	0	0	0	0	0	0	0	44	$2,561	$58.89
5. Roadway Plans	98	10	0	49	0	39	0	0	0	0	0	0	0	98	$4,881	$49.81
6. Drainage Analysis	134	6	0	29	0	34	43	0	20	0	0	0	0	134	$5,457	$40.73
8. Environmental Permits, Compliance & Clearances	36	2	4	5	0	6	7	5	5	0	2	0	0	36	$1,426	$39.61
25. Landscape Architecture Analysis	4	0	0	0	2	0	0	0	2	0	0	0	0	4	$182	$45.58
26. Landscape Architecture Plans	28	1	0	0	11	2	3	0	11	0	0	0	0	28	$1,240	$44.29
Total Staff Hours	345	43	4	96	13	90	53	5	38	0	2	0	0	344		
Total Staff Cost		$3,006.71	$185.36	$4,925.76	$676.39	$3,847.50	$1,446.37	$161.05	$1,486.94	$0.00	$39.80	$0.00	$0.00		$15,777.88	$45.87
														Check =	$15,777.88	

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:					$15,777.88
OVERHEAD:		15			$24,966.50
OPERATING MARGIN:		15			$2,366.68
FCCM (Facilities Capital Cost Money):		0.12			$30.77
EXPENSES:		15			$2,347.75
Survey (Field - If by Prime)	0	4-man crew days @	$	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					$45,491.68
Subconsultant: Southeastern					$0.00
Subconsultant: Bagwell					$0.00
Subconsultant: Tierra					$0.00
SUBTOTAL ESTIMATED FEE:					$45,491.68
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:Optional Services					$45,491.68
GRAND TOTAL ESTIMATED FEE (FIXED FEE):					$0.00
					$45,491.68

Project Activity 3: General Tasks

Estimator: James Park

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	8	8	Prepare presentation for new design options
3.1.9	Public Meeting Preparations	LS	1	6	6	Prepare for Council meeting to present design options
3.1.10	Public Meeting Attendance/Followup	LS	2	3	6	attendance at city council. 2 staff
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					20	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1		0	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1		0	
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	24	24	PM time, coordination. 3 hrs per week
3. Project Common and Project General Tasks Total					**44**	

Project Activity 5: Roadway Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet		0	0	0	update
5.2	Summary of Pay Items Including Quantity Input		Sheet		0	0	0	update
5.3	Drainage Map (Including Interchanges)		Sheet	1	6	1	6	update
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA		0		0	update 4 typical sections
5.4.2	Typical Section Details		EA		0		0	update
5.5	General Notes/Pay Item Notes		Sheet		0	0	0	update
5.6	Summary of Quantities		Sheet	2	6	2	12	update
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	N/A
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	N/A
5.9	Summary of Drainage Structures		Sheet	1	8	1	8	update/new structures & pipes for underground system
5.1	Optional Pipe/Culvert Material		Sheet		0	0	0	N/A
5.1	Project Layout		Sheet		0	0	0	Update
5.1	Plan/Profile Sheet		Sheet	10	2	10	20	Update plan/profile sheets
5.1	Profile Sheet		Sheet	0	0	0	0	N/A
5.14	Plan Sheet		Sheet	0	0	0	0	N/A
5.15	Special Profile		Sheet	0	0	0	0	N/A
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	N/A
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	N/A
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	N/A
5.19	Intersection Layout Details		Sheet		0	0	0	Update intersection layout for Roundabout
5.20	Special Details		EA	0	0		0	N/A
5.21	Drainage Structure Sheet (Per Structure)		EA	12	1		12	Update outfall structures and new structures for underground system
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	N/A
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	N/A
5.24	Lateral Ditch Cross Sections		EA	0	0		0	N/A
5.25	Retention/Detention Ponds Detail Sheet		Sheet	1	12	0	12	Update for underground system
5.26	Retention Pond Cross Sections		EA	12	0.5		6	Update for underground system
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	N/A
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	No need to update
5.29	Cross Sections		EA		0		0	Update cross sections
5.30	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	0	Update MOT Plans Sheets
5.31	Temporary Traffic Control Cross Section Sheets		EA		0		0	Update
5.32	Temporary Traffic Control Detail Sheets		Sheet		0	0	0	Update - includes typicals and notes
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	N/A
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	N/A
5.35	Erosion Control Plan		Sheet	1	5	1	5	Update
5.36	SWPPP		Sheet	2	2	2	4	Update
5.37	Project Network Control Sheet		Sheet	0	0	0	0	N/A
5.38	Environmental Detail Sheets		LS	0	0		0	N/A
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	N/A
	Roadway Plans Technical Subtotal					**17**	**85**	
5.40	Quality Assurance/Quality Control		LS	%	10%		9	
5.41	Supervision		LS	%	5%		4	
	5. Roadway Plans Total					**17**	**98**	

Project Activity 6: Drainage Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	N/A
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	N/A - Included in Drainage Documentation
6.3	Design of Cross Drains	EA	0	0	0	N/A
6.4	Design of Ditches	Per Ditch Mile	0	0	0	N/A
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	1	60	60	Update Pond 2 Design to underground facility
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	N/A
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	N/A
6.8	Design of Storm Drains	EA	12	2	24	Update/add new structures for underground facility
6.9	Optional Culvert Material	LS	0	0	0	N/A
6.10	French Drain Systems	Per Cell	6	0	0	N/A
6.11	Drainage Wells	EA	0	0	0	N/A
6.12	Drainage Design Documentation Report	LS	1	30	30	Update
6.13	Bridge Hydraulic Report	EA	0	0	0	N/A
6.14	Temporary Drainage Analysis	LS	0	0	0	MOT drainage analysis
6.15	Cost Estimate	LS	1	6	6	update
6.16	Technical Special Provisions	LS	1	0	0	N/A
6.17	Other Drainage Analysis	LS	1	0	0	N/A
	Drainage Analysis Technical Subtotal				**120**	
6.18	Field Reviews	LS	0	0	0	
6.19	Technical Meetings	LS	0	36	0	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	6	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	3%	4	
	Drainage Analysis Nontechnical Subtotal				**10**	
6.23	Coordination	LS	%	3%	4	
	6. Drainage Analysis Total				**134**	

Technical Meetings					
Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	0	0	0	
Local Governments (cities, counties)	EA	1	36	36	Destin Council meeting - from Orlando to Destin overnight
FDOT Drainage	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				**36**	
Progress Meetings (if required by FDOT)	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				**36**	

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 8: Environmental Permits

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	0	0	N/A
	Permits					
8.2	Complete Permit Involvement Form	LS	1	0	0	N/A
8.3	**Field Work**					
8.3.1	Pond Site Alternatives	LS	1	0	0	Updating existing ponds
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	N/A
8.3.3	Species Surveys	LS	1	0	0	Included in PD&E re-evaluation effort
8.3.4	Archeological	LS	1	0	0	N/A
8.4	Agency Verification of Wetland Data	LS	1	0	0	N/A
8.5	**Complete And Submit All Required Permit Applications**					
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	N/A
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	Not included, if required, an amendment will be required
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	N/A
8.7	Prepare USCG Permit Sketches	LS	1	0	0	N/A
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	N/A
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	N/A
8.10	Prepare Tree Permit Information	LS	1	0	0	N/A
8.11	Mitigation Design	LS	1	0	0	N/A
8.12	Mitigation Coordination and Meetings	LS	1	0	0	N/A
8.13	Other Environmental Permits	LS	1	24	24	update NWFWMD Stormwater Permit application

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Clearances/Reevaluations					
8.14	**Technical support to Department for Environmental Clearances and Reevaluations**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	See separate PD&E Re-evaluaiton effort
8.14.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.14.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.14.4	Essential Fish Habitat	LS	1	0	0	N/A
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.15	**Preparation of Environmental Clearances and Reevaluations**					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	N/A
8.15.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.15.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.16	Contamination Impact Analysis	LS	1	0	0	N/A
8.17	Asbestos Survey	LS	1	0	0	N/A
	Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal				**24**	
8.18	Technical Meetings	LS	1	8	8	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	1	
8.20	Supervision	LS	%	3%	1	
	Environmental Permits, Compliance and Clearances Nontechnical Subtotal				**10**	
8.21	Coordination	LS	%	3%	1	
	8. Environmental Permits, Compliance and Clearances Total				**35**	

Technical Meetings					
WMD	EA	1	8	8	will need another pre-app meeting for changed design concept
NMFS	EA	0	0	0	
ACOE	EA	0	0	0	
USCG	EA	0	0	0	
USFWS	EA	0	0	0	
FFWCC	EA	0	0	0	
FDOT	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				**8**	
Progress Meetings	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				**8**	

Carries to 8.18

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 25: Landscape Architecture Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	1	0	0	
25.2	Site Inventory and Analysis	LS	1	0	0	
25.3	Planting Design	LS	1	2	2	redesign of pond 2 area
25.4	Irrigation Design	LS	1	0	0	
25.5	Hardscape Design	LS	1	0	0	
25.6	Plan Summary Boxes	LS	1	0	0	
25.7	Cost Estimates	LS	1	0	0	
25.8	Technical Specification Provisions	LS	1	0	0	N/A
25.9	Other Landscape Architecture	LS	1	0	0	N/A
Landscape Architecture Analysis Technical Subtotal					**2**	
25.10	Outdoor Advertising	LS	1	0	0	N/A
25.11	Field Reviews	LS	1	0	0	
25.12	Technical Meetings	LS	2	1	2	
25.13	Quality Assurance/Quality Control	LS	%	5%	1	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	3%	0	
Landscape Architecture Analysis Nontechnical Subtotal					**3**	
25.16	Coordination	LS	%	5%	1	
25. Landscape Analysis Total					**6**	

Project Activity 26: Landscape Architecture Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign

N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
26.1	Key Sheet		Sheet	1	0	0	0	
26.2	Tabulation of Quantities		Sheet	1	0	0	0	
26.3	General Notes		Sheet	1	0	0	0	
26.4	Tree and Vegetation Inventory, Protection and Relocation Plans		Sheet	1	0	0	0	
26.5	Planting Plans For Linear Roadway Projects		Sheet	2	12	2	24	2 revised plans for Pond 2 area
26.6	Planting Plans (Interchanges and Toll Plazas)		Sheet	1	0	0	0	
26.7	Planting Details and Notes		Sheet	1	0	0	0	
26.8	Irrigation Plans for Linear Roadway Project		Sheet	1	0	0	0	
26.9	Irrigation Plans for Interchange and Toll Plazas		Sheet	1	0	0	0	
26.10	Irrigation Details and Notes		Sheet	1	0	0	0	
26.11	Hardscape Plans		Sheet	1	0	0	0	
26.12	Hardscape Details and Notes		Sheet	1	0	0	0	
26.13	Maintenance Plan		Sheet	1	0	0	0	
26.14	Cost Estimate		LS	1	2	0	2	
Landscape Architecture Plans Technical Hours Subtotal						**2**	**26**	
26.15	Quality Assurance/Quality Control		LS	%	5%		1	
26.16	Supervision		LS	%	3%		1	
26. Landscape Architecture Plans Total						**2**	**28**	

AMENDMENT NO. 5 TO

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DESTIN AND ATKINS NORTH AMERICA, INC.

THIS AMENDMENT is made and entered into this the 29th day of APRIL, 2024, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC. (ATKINSREALIS USA INC),** (hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020, for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1. Addition of Services:

   The Consultant shall analyze and document changes that have occurred to the proposed project, the project study area, circumstances, regulations, and/or environmental impacts since the approval of the *Destin Cross Town Connector Environmental Impact Report* (EIR) Signed by the City in September 2020. The analysis of changes shall be in accordance with Part 1, Chapter 13 of the Florida Department of Transportation (FDOT) *Project Development and Environment (PD&E) Manual*. Additional detail is described in the Scope of Services (Attachment A).

2. Compensation and Schedule:

   The City shall pay a fixed fee of $110,370.50 for the additional services as outlined in the Fee Schedule (Attachment B). Invoicing will be monthly on a percent complete basis.

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

4/29/2024

Mr. Louis Zunguze
City Manager

Attest to Signature:

Rey Bailey, City Clerk

ATKINS NORTH AMERICA, INC.

(ATKINS REALIS USA INC.)

4/26/2024

Matthew A. Taylor, PE
Vice President

ATTACHMENT A

SCOPE OF SERVICES

Amendment #5 Scope

This is a supplemental agreement, as requested by City Council on April 15, 2024, to prepare a Design Change and Construction Advertisement Re-evaluation for the changes in impacts that have occurred since the *Destin Cross Town Connector Environmental Impact Report* was signed by the City in September 2020. This task requires identification and analysis of the changes in project design and the impacts on the social, cultural, natural and physical environment located in the project study area.

This task includes:

1. Description of major design changes and their anticipated affects including but not limited to:
    a. A new project description of the project being advanced to construction.
    b. Changes in applicable laws or regulations
    c. Evaluation of major design changes
    d. Public involvement activities conducted since completion of PD&E
    e. Project planning consistency
    f. Changes in right-of-way needs
    g. Assessment of any changes in impacts to the following environmental issues:
        i. Social Environment (social, economic, land use, mobility, aesthetics, relocations)
        ii. Cultural Resources (archeological and historic resources, recreation)
        iii. Natural Resources (wetlands, essential fish habitat, wildlife and habitat, floodplains, water resources)
        iv. Physical Resources (noise environment, air quality, construction impacts, contamination)
    h. Commitment Status
    i. Status of permits

Coordination will occur as needed with the City of Destin, the FDOT District 3, the State Historic Preservation Office, the Northwest Florida Water Management District, the US Fish and Wildlife Service, and the Florida Fish and Wildlife Conservation Commission.

Submittals:

FDOT Reevaluation Form, ***shown in Figure 13-1 of the PD&E Manual, Part 1, Chapter 13,*** with supporting Technical Memoranda Attachments

Cultural Resources Assessment Survey Update

Assumptions:

No additional public involvement is required for this re-evaluation, however, the City will provide summaries of City Council meetings involving the proposed project that occurred since the EIR was approved in September 2020.

Project documentation will be prepared in accordance with the FDOT Re-evaluation form found in the FDOT's PD&E Manual, Part 1, Chapter 13.

No further traffic analysis is required.

The City will review and approve the Design Change and Construction Advertisement Re-evaluation.

ATTACHMENT B

FEE SCHEDULE

PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Enter project name and description
County: Enter name of county
FPN: 123456-7-89-10
FAP No.: 5432)

Consult. Name: Atkins
Consult. No. enter consultants proj. number
Date: 4/23/2024
Estimator: Cathie Cash

Staff Classification	Total Staff Hours From 'SH Summary - Form'	Project Manager	Sr Planner	Sr Scientist	Prj Engineer	Env Specialist	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$69.92	$46.34	$46.34	$40.53	$32.21	$0.00	$0.00	$0.00	$0.00	$0.00	$10.00	$0.00			
Project General & Project Common Tasks	282	106	172	0	0	4	0	0	0	0	0	0	0	282	$15,511	$55.00
Public Involvement	47	0	47	0	0	0	0	0	0	0	0	0	0	47	$2,178	$46.34
Engineering Analysis & Report	57	4	4	0	19	30	0	0	0	0	0	0	0	57	$2,201	$38.62
Environmental Analysis & Reports	400	0	64	91	0	245	0	0	0	0	0	0	0	400	$15,034	$37.69
Environmental Document	81	0	50	0	0	31	0	0	0	0	0	0	0	81	$3,316	$40.93
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	867	110	337	91	19	310	0	0	0	0	0	0	0	867		
Total Staff Cost		$7,691.20	$15,616.58	$4,216.94	$770.07	$9,985.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Check =	$38,279.89	$44.15

Survey Field Days by Subconsultant

4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
3. Enter the rate for each classification in Row 9.

SALARY RELATED COSTS:				$38,279.89
OVERHEAD:		158.25%		$60,577.93
OPERATING MARGIN:		15.00%		$5,741.98
FCCM (Facilities Capital Cost Money):		0.20%		$74.65
EXPENSES:		14.88%		$5,696.05
SALARY RELATED SUBTOTAL:				**$110,370.50**
Survey (Field - if by Prime)	0.00	4-man crew days @ $ -	/ day	$0.00
SUBTOTAL - PRIME				**$110,370.50**
Subconsultant: Enter Name Sub 1				$0.00
Subconsultant: Sub 2				$0.00
Subconsultant: Sub 3				$0.00
Subconsultant: Sub 4				$0.00
Subconsultant: Sub 5				$0.00
Subconsultant: Sub 6				$0.00
Subconsultant: Sub 7				$0.00
Subconsultant: Sub 8				$0.00
Subconsultant: Sub 9				$0.00
Subconsultant: Sub 10				$0.00
Subconsultant: Sub 11				$0.00
Subconsultant: Sub 12				$0.00
SUBTOTAL ESTIMATED FEE:				**$110,370.50**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$110,370.50**

ITEM # 2025-272

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.E.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Lisa Firth, Parks & Rec Director

DATE: 2/20/2025

SUBJECT: RFB 25-04-REC Batting Cage at MSC

I. BACKGROUND:

II. DISCUSSION: Attached is the RFB for the batting cage project at Morgan Sports Center.

The development order has been applied for but is not approved yet. Plans will be added to the RFB once the minor DO is approved.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The effect on budget will be determined upon execution of a contract with the winning bid.

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move that RFB 25-04-REC be approved, direct staff to make minor changes to RFB 25-04-REC to align it with the associated Minor Development Order, and advertise as soon as possible.

Attachments:

1. RFB 25-04-REC
   Batting Cage at MSC

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB 25-04-REC

BATTING CAGE AT MORGAN SPORTS CENTER

City of Destin, Florida
March 6, 2025

Larry Jones, City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA

The City of Destin, Florida, is currently receiving sealed competitive Bids for the installation of a new, government-furnished, pre-fabricated restroom at Buck Destin Park (724 Legion Drive), including all required site work and utilities construction.

To bid on this project you must be placed on the Plan Holders List. In order to be on the Plan Holder's list, you must first request and obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER" in the subject line of the email. The bid documents can also be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541.

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER", along with the name, return address and telephone number of the submitter, no later than 2:00 p.m. CT, on April 10, 2025** at which time they will be opened. When deemed to be in the City's best interest:

1. The city reserves the right to reject any and all submittals or portions thereof.,
2. to waive minor defects and informalities in the process.
3. to accept the Bid(s).
4. Take any other action.

Larry Jones
City Manager

TABLE OF CONTENTS

COVER PAGE 1
PUBLIC NOTICE 2
TABLE OF CONTENTS 3
1.0 INTRODUCTION 6
2.0 INSTRUCTION TO RESPONDENTS 6
3.0 GENERAL CONDITIONS 8
3.1 Project Description 8
3.2 Project Schedule 9
4.0 CONTRACTOR REQUIREMENTS 10
4.1 Independent Contractor 10
4.2 License Requirements 10
4.3 Insurance Requirements 10
4.4 Bonding Requirements 11
4.5 Permitting Requirements 12
4.6 Codes and Standards 12
5.0 CONSTRUCTION CONSIDERATIONS 13
5.1 Subcontractor(s) 13
5.2 Notice to Proceed 13
5.3 Changes in Scope of Work 13
5.4 Site Preparation (as applicable) 14
5.5 Schedule for Delivery of Materials 14
5.6 Waste Disposal 14
5.7 Site Utilities 14
5.8 Material Data 14
5.9 Construction Administration & Management 15
5.10 Warranty Submittal Requirements 15
6.0 EVALUATION OF RESPONSES 16
6.1 Selection Process 16
6.2 Scoring 16

6.3 Criteria Descriptions 16
7.0 SUBMITTAL REQUIREMENTS 18
7.1 No Contact Clause 18
7.2 Addenda 18
7.3 Inquiries 18
7.4 Submittal Preparation 18
7.5 Price Proposal Sheet 19
7.6 Conflict of Interest Disclosure 19
7.7 Drug Free Workplace Program 20
7.8 Public Entity Crime Form 20
7.9 Anti-Human Trafficking Affidavit 20
7.10 Sealed Submittal Packages 20
7.11 Bid Withdrawals 21
7.12 Bid Opening 21
7.13 Reservation of Rights 21
7.14 Public Records 21
ATTACHMENTS 22
Responsive Submittal Checklist 22
Bidder Qualification Statement 23
20. Conflict of Interest Disclosure 28
Public Entity Crimes Statement 30
Drug-Free Workplace Certification 33
Bid Bond 33
Anti-Human Trafficking Affidavit 36
Anti-Collusion Statement 38
EXHIBITS 39
Exhibit A – Price Proposal Sheet 39
Exhibit B – Architectural Plans 39
Exhibit C – Civil Plans 39
Exhibit D – Electrical Plans 39

Exhibit F – Price Proposal Sheet 39

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☐
2	Cover Sheet	Must include RFB NO. #25-04-REC BATTING CAGE AT MORGAN SPORTS CENTER	☐
3	Table of Contents		☐
4	Transmittal Letter	See 7.4.c.	☐
5	Form NO. 1	Bidder Qualification Statement	☐
6	Form NO. 2	Public Entity Crime Form	☐
7	Form NO. 3	Drug Free Workplace Certification Form	☐
8	Form NO. 4	Bid Bond Form	☐
9	Form NO. 5	Anti-Human Trafficking Affidavit	☐
10	Form NO. 6	Anti-Collusion Statement	☐
11	Proof of Insurance	See 4.3 Insurance Requirements	☐
12	Addenda Acknowledgement Form		☐
13	Price Proposal Sheet		☐
14	W-9		☐
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☐

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☐
2			☐

1.0 INTRODUCTION

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for the installation of a pre-fabricated restroom which shall be purchased by the City of Destin. Work includes all necessary site work and foundation preparation required for the placement of the restroom, in addition to construction of associated electrical, water, and wastewater utilities.

It is the bidder's responsibility to read and understand the requirements of this REQUEST FOR BIDS. Bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation in order to be deemed responsive and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the bidder's deems necessary to determine its proposal.

Bidder will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative (cityclerk@cityofdestin.com) for information, interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Bidders are cautioned against relying upon any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the bidder and the City. The proposal is a contractual offer by the bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

2.0 INSTRUCTION TO RESPONDENTS

A. The City of Destin will accept RFB responses until April 10, 2025, no later than 2:00 p.m. (CT) at City Clerk's Office located at City Hall, 4200 Indian Bayou Trail Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER.

B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the bidder to have their RFB submittal delivered to City

Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. All responses will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **April 10, 2025, 2:00 p.m. (CT)**. All bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.

D. Any addendum(s) issued to this RFB, will be provided to Plan Holders. It shall be the responsibility of each Plan Holder or respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

E. One (1) printed original and one (1) digital copy (.pdf format, matching the original printed copy) on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside " RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

F. Complete and submit Bidder Qualification Statement Form herein as an attachment (*include attachment letter*).

G. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided.

H. All expenses for making RFB submittals to the city are to be borne by the bidder.

I. Responses shall be evaluated based on all information submitted and a ranked list and recommended bidders will be submitted to the City Council for consideration. Bidders may be required to provide a brief presentation at a City Council meeting.

J. Each bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule

Tasks	Date
RFB issued	March 6, 2025

Mandatory Pre-Bid Meeting	March 27, at Morgan Sports Center
Last day for questions to be submitted	March 17, 2025
Due Date/Bid Opening	April 10, 2025 at 2:00 CT
Tentative Date - Evaluation of Proposals	April 24, 2025
Tentative Date – City Council Meeting	May 5, 2025
Tentative Date- Execution of Contract	June 3, 2025
Tentative Date- Notice to Proceed	June 3, 2025

There will be a Mandatory Pre-Bid Meeting at 4200 Indian Bayou Trail (Morgan Sports Center), Destin, FL 32541 March 27, 2025 at 10:00am,

3.0 GENERAL CONDITIONS

3.1 Project Description

The scope of work for this project will require the completion of all site work associated with the construction, a concrete slab, structure and roof of the batting cage, flooring, and netting to include providing electrical power from existing electrical box and lighting as shown in the plans and specifications. The site work shall include repair of existing concrete, minor grading, irrigation modification, and sodding. The contractor must have the ability to obtain city permits required to complete this project. Other deliverables will include a foundation survey and a final as built survey and the maintenance/warranty paperwork.

3.2 Project Schedule

Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	**Date**
Permitting	June 2025
Begin Construction	June 2025
Substantial completion date	30 Days Prior to Complete Construction
Complete Construction	September 30, 2025

4.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent Florida Licensed General Contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or Florida State Registered possessing an Okaloosa County Competency License https://myokaloosa.com/gm/licensing

Contractor must be registered with the City of Destin
https://www.cityofdestin.com/DocumentCenter/View/15273/Contractor-Registration-Instructions

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit.

c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 day notice.

4.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the

Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

a. City of Destin Building Permit: “Commercial – New Structure”
b. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, 2023 Florida Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations and Manufactures Signed Sealed Engineered installation instructions.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer, Building Official or his/her designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase Order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

a. “Change Order” shall be defined as a written instrument prepared by and signed by the City Manager and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, including additional or extra work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time. The City Manager’s authority to authorize Change Orders is constrained by the City’s Purchasing Policy and Manual.

b. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
c. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation (as applicable)

a. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.
b. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.
c. Staging Area: Prepare a designated staging area for all construction materials and equipment associated with the construction work that is not accessible to the public, with a location agreed upon by the Parks and Recreation Director.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be maintained during the construction.

5.8 Material Data

a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.

b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with the City of Destin's Project Liaison, other contractors (as applicable); provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.

- If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
- Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
- Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
- Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Warranty Submittal Requirements

a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

d. The City shall incur no labor or equipment cost during the guarantee period.

e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
TOTAL	**25**

Scoring Guidance
5 points: Meets the requirement 100%.
4 points: Some minor gaps but substantially meet the requirements.
3 points: More moderate gaps and does not meet the requirements.
2 points: Only partially meets the requirements.
1 point: Does not meet the requirements at all.

6.3 Criteria Descriptions

a. Price Proposal
- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience

- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- Do financial qualifications clearly demonstrate financial stability of the company?

c. Project Approach and Performance Differentiators
- Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- Is contractors schedule and availability practical and meet project requirements?

d. Past Performance
- Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
- Basis of evaluation:
- A pattern of successful completion of work
- A pattern of work identical to, similar to, or related to the work the project requires.
- Ability shown, through workmanship provided on other projects.
- Did the bidder provide references, did they demonstrate the company's quality of work?

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below regarding this solicitation or the bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communication between interested bidder and the City must be directed to:

City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin and agrees to be bound by all addenda that have been issued for this REQUEST FOR BIDS. If addendum is issued, bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit only e-mailed inquiries regarding this RFB. The City will respond to written e-mailed inquiries received by March 17, 2025. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 cityclerk@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

a. Coversheet: provide a submittal cover sheet that includes RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER, bid opening date and bidder contact information.

b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the bidder's:
   - commitment to perform the work,
   - understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
   - delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),
d. Completed Forms [Reference RFB Attachments]
   - Attachment NO. 1 - Bidder Qualification Statement
   - Attachment NO. 2 - Public Entity Crime Form
   - Attachment NO. 3 - Drug Free Workplace Certification Form
   - Attachment NO. 4 - Bid Bond Form
   - Attachment NO. 5 - Anti-Human Trafficking Affidavit
   - Attachment NO. 6 - Anti-Collusion Statement
e. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
f. Addendums (if applicable)
g. Price Proposal Sheet
h. W-9
i. Copies of Proposal
j. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
k. Florida Product Approval Certifications

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

7.7 Drug Free Workplace Program

Complete the form provided.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two ($25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **April 10, 2025, 2:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **"RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER"** and note the time and date of the opening. Regardless of method of delivery, each bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been submitted any time before the scheduled time for opening the bids. To withdraw a Bid, contact in writing via email at cityclerk@cityofdestin.com.

7.12 Bid Opening

Proposals will be opened publicly and read aloud on **April 10, 2025, 2:00 p.m. (CT)** in the City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

7.14 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful bidder shall:

a. Keep and maintain public records required by the CITY to perform the service.
b. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

RFP NO. 25-04-REC
ATTACHMENT NO. 1
BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: ___Corporation

Name: _____ ___Partnership

Address: _____ ___Individual

City, State, Zip: _____ ___Other

Telephone No.: _____

Email: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the bidder is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

_____

a. Under what other former names has your organization operated?

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

_____

_____

_____

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

_____

_____

_____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

10. State the name of the individual who will have personal supervision of the work:

_____

11. State the name and address of attorney, if any, for the business of the bidder:

_____

_____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the bidder's business and indicate the percentage owned of each such business and/or individual:

_____

_____

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by bidder:

_____

_____

_____

14. Average Annual Revenue of the bidder for the last three years as follows:

		Revenue
a.	Government Related Work	
b.	Non-Governmental Related Work	
c.	**Total of a. and b.**	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	**Address**	**Telephone**

16. What will be your turnaround time for written responses to City inquiries?

_____

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the bidder, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

20. Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all bidder must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

_____

_____

_____

21. Has the bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

The bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by the City in awarding the contract and such information is warranted by bidder to be true. The discovery of any omission or misstatement that materially affects the bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFP NO. 0125-04-REC
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
_____

2. This sworn statement is submitted by _____whose business address is _____
_____

and (if applicable) Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is _____and my relationship to the entity named above is_____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ _____day of_____, 202__, and is personally known to me, or has provided as identification.

_____
Notary Public

My Commission expires:

END OF SECTION

RFB NO. 24-02-REC
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE: _____

TELEPHONE NUMBER:_____

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

END OF SECTION

RFP NO. 0125-04-REC
ATTACHMENT NO. 4
BID BOND

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE: _____

TELEPHONE NUMBER:_____add email

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

END OF SECTION

BID BOND SECTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _B _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the sum set forth on the face of this Bond.

Signed, this ____day of_____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER.**

NOW THEREFORE,

1. Default of the Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents, and any performance and payment bonds required by the Bidding and Contract Documents.

2. This obligation shall be null and void if:
    - Owner accepts Bidder's bid, and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
    - All bids are rejected by Owner, or
    - Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof) if any time is specified.

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a state court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):	Surety (Print Full Name):
_____	_____
	(Seal) Surety's Name and Corporate Seal
By:_____(L.S.)	By: _____
	Signature (attach power of attorney)
Title:_____	Title:_____
Attest: _____	Attest: _____
Signature and Title	Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFP NO. 25-04-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

RFP NO. 25-04-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared their bid with other bidders and has not colluded with any other bidder or parties to bid whatsoever. No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in, but is not limited to, the contract cancellation and removal from bid list(s).

_____	_____
Bidder's Company Name	Authorized Signature
_____	_____
Address	Authorized Signatory (Print Name)
_____	_____
City, State, ZIP	Title
_____	_____
Phone #	Email
_____	
Federal ID # or SS #	

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Design Cover Sheet

Exhibit B – Architectural Plans

Exhibit C – Civil Plans

Exhibit D – Electrical Plans

Exhibit E – Price Proposal Sheet

Bidder shall use paper copy provided on next page.

EXHIBIT F – PRICE PROPOSAL SHEET

CITY OF DESTIN, FLORIDA
RFB NO. 25-04-REC,
BATTING CAGE AT MORGAN SPORTS CENTER

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: ( ) _____ E-mail:_____Fax: ( ) _____

Number of Years in Business: _____ Contact Name _____

PART II Bidding RFB NO. 25-04-REC, BATTING CAGE AT MORGAN SPORTS CENTER, as follows:

Site Prep

Mobilization / Demobilization	$ _____
Clearing	$ _____
Construction Staking	$ _____
Grading & Drainage	$ _____

Site Improvements

_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____

Utilities

_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____

PART III Certifications:

In accordance with your REQUEST FOR BIDS, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other

person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative:_____
(Print or Type)

Signature:_____

Date of Bid:_____

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

ITEM # 2025-273

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.F.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Lisa Firth, Parks & Rec Director

DATE: 2/21/2025

SUBJECT: RFB 25-03-REC Buck Destin Park Restroom

I. BACKGROUND:

II. DISCUSSION: RFB 25-03-REC Buck Destin Park Restrooms is for procurement of the following:

- Installation of a (1) pre-fabricated restroom
- All site work and foundation preparation necessary for building placement
- Construction/installation of all associated utility distributions, conveyances, and connections, including electrical, water, and wastewater.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB): The effect on budget will be determined upon execution of a contract with the winning bid.
C. Level of Service (LOS): LOS will be increased by adding restroom facilities to this park.
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION: Staff request that the RFB be reviewed and approved by council so that it can be advertised immediately.

IV. RECOMMENDED MOTION: I move that city council approve RFB 25-03-REC Back Destin Park Restrooms and direct staff to advertise as soon as possible.

Attachments:

1. RFB 25-03-REC Buck Destin Restrooms

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB 25-03-REC

BUCK DESTIN PARK RESTROOM

City of Destin, Florida
March 6, 2025

Larry Jones, City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA

The City of Destin, Florida, is currently receiving sealed competitive Bids for the installation of a new, government-furnished, pre-fabricated restroom at Buck Destin Park (724 Legion Drive), including all required site work and utilities construction.

To bid on this project you must be placed on the Plan Holders List. In order to be on the Plan Holder's list, you must first request and obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "RFB NO. 25-03-REC, BUCK DESTIN PARK RESTROOM" in the subject line of the email. The bid documents can also be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541.

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB NO. 25-03-REC, BUCK DESTIN PARK RESTROOM", along with the name, return address and telephone number of the submitter, no later than 2:00 p.m. CT, on April 10, 2025** at which time they will be opened. When deemed to be in the City's best interest:

1. The city reserves the right to reject any and all submittals or portions thereof.,
2. to waive minor defects and informalities in the process.
3. to accept the Bid(s).
4. Take any other action.

Larry Jones
City Manager

TABLE OF CONTENTS

COVER PAGE 1
PUBLIC NOTICE 2
TABLE OF CONTENTS 3
1.0 INTRODUCTION 6
2.0 INSTRUCTION TO RESPONDENTS 6
3.0 GENERAL CONDITIONS 8
3.1 Project Description 8
3.2 Project Schedule 9
4.0 CONTRACTOR REQUIREMENTS 10
4.1 Independent Contractor 10
4.2 License Requirements 10
4.3 Insurance Requirements 10
4.4 Bonding Requirements 11
4.5 Permitting Requirements 12
4.6 Codes and Standards 12
5.0 CONSTRUCTION CONSIDERATIONS 13
5.1 Subcontractor(s) 13
5.2 Notice to Proceed 13
5.3 Changes in Scope of Work 13
5.4 Site Preparation (as applicable) 14
5.5 Schedule for Delivery of Materials 14
5.6 Waste Disposal 14
5.7 Site Utilities 14
5.8 Material Data 14
5.9 Construction Administration & Management 15
5.10 Warranty Submittal Requirements 15
6.0 EVALUATION OF RESPONSES 16
6.1 Selection Process 16
6.2 Scoring 16

6.3 Criteria Descriptions 16
7.0 SUBMITTAL REQUIREMENTS 18
7.1 No Contact Clause 18
7.2 Addenda 18
7.3 Inquiries 18
7.4 Submittal Preparation 18
7.5 Price Proposal Sheet 19
7.6 Conflict of Interest Disclosure 19
7.7 Drug Free Workplace Program 20
7.8 Public Entity Crime Form 20
7.9 Anti-Human Trafficking Affidavit 20
7.10 Sealed Submittal Packages 20
7.11 Bid Withdrawals 21
7.12 Bid Opening 21
7.13 Reservation of Rights 21
7.14 Public Records 21
ATTACHMENTS 22
Responsive Submittal Checklist 22
Bidder Qualification Statement 23
20. Conflict of Interest Disclosure 28
Public Entity Crimes Statement 30
Drug-Free Workplace Certification 33
Bid Bond 33
Anti-Human Trafficking Affidavit 36
Anti-Collusion Statement 38
EXHIBITS 39
Exhibit A – Design Cover Sheet 39
Exhibit B – Architectural Plans 39
Exhibit C – Civil Plans 39
Exhibit D – Electrical Plans 39
Exhibit E – Cortez Building Number CR-1560 39

Exhibit F – Price Proposal Sheet 39

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☐
2	Cover Sheet	Must include RFB NO. #25-03-REC BUCK DESTIN PARK RESTROOM	☐
3	Table of Contents		☐
4	Transmittal Letter	See 7.4.c.	☐
5	Form NO. 1	Bidder Qualification Statement	☐
6	Form NO. 2	Public Entity Crime Form	☐
7	Form NO. 3	Drug Free Workplace Certification Form	☐
8	Form NO. 4	Bid Bond Form	☐
9	Form NO. 5	Anti-Human Trafficking Affidavit	☐
10	Form NO. 6	Anti-Collusion Statement	☐
11	Proof of Insurance	See 4.3 Insurance Requirements	☐
12	Addenda Acknowledgement Form		☐
13	Price Proposal Sheet		☐
14	W-9		☐
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☐

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☐
2	Florida Product Approval Certifications	Windows and Doors	☐

1.0 INTRODUCTION

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for the installation of a pre-fabricated restroom which shall be purchased by the City of Destin. Work includes all necessary site work and foundation preparation required for the placement of the restroom, in addition to construction of associated electrical, water, and wastewater utilities.

It is the bidder's responsibility to read and understand the requirements of this REQUEST FOR BIDS. Bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation in order to be deemed responsive and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the bidder's deems necessary to determine its proposal.

Bidder will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative (cityclerk@cityofdestin.com) for information, interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Bidders are cautioned against relying upon any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the bidder and the City. The proposal is a contractual offer by the bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

2.0 INSTRUCTION TO RESPONDENTS

A. The City of Destin will accept RFB responses until April 10, 2025, no later than 2:00 p.m. (CT) at City Clerk's Office located at City Hall, 4200 Indian Bayou Trail Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 25-03-REC, BUCK DESTIN PARK RESTROOM.

B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the bidder to have their RFB submittal delivered to City

Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. All responses will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **April 10, 2025, 2:00 p.m. (CT)**. All bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.

D. Any addendum(s) issued to this RFB, will be provided to Plan Holders. It shall be the responsibility of each Plan Holder or respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

E. One (1) printed original and one (1) digital copy (.pdf format, matching the original printed copy) on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside " RFB NO. 25-03-REC, BUCK DESTIN PARK RESTROOM " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

F. Complete and submit Bidder Qualification Statement Form herein as an attachment (*include attachment letter*).

G. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided.

H. All expenses for making RFB submittals to the city are to be borne by the bidder.

I. Responses shall be evaluated based on all information submitted and a ranked list and recommended bidders will be submitted to the City Council for consideration. Bidders may be required to provide a brief presentation at a City Council meeting.

J. Each bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule

Tasks	Date
RFB issued	March 6, 2025

Mandatory Pre-Bid Meeting	March 20, at 724 Legion Drive
Last day for questions to be submitted	March 17, 2025
Due Date/Bid Opening	April 10, 2025 at 2:00 CT
Tentative Date - Evaluation of Proposals	April 24, 2025
Tentative Date – City Council Meeting	May 5, 2025
Tentative Date- Execution of Contract	June 3, 2025
Tentative Date- Notice to Proceed	June 3, 2025

There will be a Mandatory Pre-Bid Meeting at 724 Legion Drive, Destin, FL 32541 March 20, 2025 at 10:00am,

3.0 GENERAL CONDITIONS

3.1 Project Description

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums). All work shall be completed as shown in the construction documents. Each bidder shall thoroughly examine the work area and be familiar with the bid documents. The failure or neglect of a bidder to receive or examine any bid document or any part thereof shall in no way relieve it from any obligations with respect to its Bid or to any contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge of any contract document.

The general description of work shall include, but may not be limited to:

- Installation of a (1) pre-fabricated restroom
- All site work and foundation preparation necessary for building placement
- Construction/installation of all associated utility distributions, conveyances, and connections, to include electrical, water, and wastewater.

Project-Specific Conditions & Clarifications

- The Cortez restroom structure (Building Number CR-1560):
    - is incorrectly referenced in the Civil Design Plans (Exhibit C) as the “CORTEX BUIDLING” (sic),
    - shall be purchased by the City of Destin,
    - shall be delivered and installed on the foundation by the contractor,
    - does not come with a foundation design for structure support and tie down system. At the time of Building Permit submittal, a signed and sealed Engineered or Architectural Foundation plan is required, conforming to the 2020 FBC.
- Per Destin Water Users, Inc. (DWU):
    - all revisions to the water and sewer utilities of any previously approved project must be reapproved by DWU in writing at least 24 hours prior to implementation,
    - field verified and scaled ‘as-built’ plans, including all utility infrastructure, must be submitted to the City of Destin and forwarded to DWU for final inspection by DWU. A written approval shall then be submitted to the City of Destin prior to the issuance of Certificate of Occupancy by the City of Destin if there are no outstanding issues,
    - new 1” water tap shall be performed by DWU with a 24-hour notice,
    - new backflow preventer shall be tested and approved before the water to the restrooms is turned on,

  - new 4” gravity connection to existing gravity main shall be inspected by DWU and materials for the tie in to be approved by DWU, and
  - all alternative bid items for water and sewer shall be approved by DWU prior to installation.
- One (1) replacement tree shall be installed on site prior to issuance of a Certificate of Occupancy (CO). This tree shall be illustrated on the building permit submittal.
- Prohibit unloading, loading, parking, or storing construction equipment or vehicles on the ROW. Adequate provisions for such activities shall be made on the project property.
- Any sidewalk damaged during construction shall be replaced from joint to joint (4” thick minimum, 4000 psi with fiber, and a light broom finish). Where sidewalk cuts through a driveway, concrete shall be a minimum of 6” thick, per LDC Section 8.01.00.G.6.g.
- Ensure sidewalks meet ADA cross slope requirements of 2% total maximum.
- Any infrastructure damaged during construction, repair the right-of-way to original or better condition, per LDC Section 8.01.00.A.

The Bidder is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

3.2 Project Schedule

Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	**Date**
Permitting	June 2025
Begin Construction	July 2025
Substantial completion date	30 Days Prior to Complete Construction
Complete Construction	December 31, 2025

4.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent Florida Licensed General Contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or Florida State Registered possessing an Okaloosa County Competency License https://myokaloosa.com/gm/licensing

Contractor must be registered with the City of Destin
https://www.cityofdestin.com/DocumentCenter/View/15273/Contractor-Registration-Instructions

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as

stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit.

c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 day notice.

4.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the

duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

a. City of Destin Building Permit: “Commercial – New Structure”
b. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, 2023 Florida Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations and Manufactures Signed Sealed Engineered installation instructions.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer, Building Official or his/her designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase Order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

a. "Change Order" shall be defined as a written instrument prepared by and signed by the City Manager and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, including additional or extra work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time. The City Manager's authority to authorize Change Orders is constrained by the City's Purchasing Policy and Manual.
b. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
c. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation (as applicable)

a. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to

Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.

b. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

c. Staging Area: Prepare a designated staging area for all construction materials and equipment associated with the construction work that is not accessible to the public, with a location agreed upon by the Parks and Recreation Director.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be maintained during the construction.

5.8 Material Data

a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.

b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with the City of Destin's Project Liaison, other contractors (as applicable); provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.

- If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
- Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
- Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
- Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Warranty Submittal Requirements

a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

d. The City shall incur no labor or equipment cost during the guarantee period.

e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
TOTAL	**25**

Scoring Guidance
5 points: Meets the requirement 100%.
4 points: Some minor gaps but substantially meet the requirements.
3 points: More moderate gaps and does not meet the requirements.
2 points: Only partially meets the requirements.
1 point: Does not meet the requirements at all.

6.3 Criteria Descriptions

a. Price Proposal
- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience
- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- Do financial qualifications clearly demonstrate financial stability of the company?

c. Project Approach and Performance Differentiators
- Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- Is contractors schedule and availability practical and meet project requirements?

d. Past Performance
- Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
- Basis of evaluation:
- A pattern of successful completion of work
- A pattern of work identical to, similar to, or related to the work the project requires.
- Ability shown, through workmanship provided on other projects.
- Did the bidder provide references, did they demonstrate the company's quality of work?

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below regarding this solicitation or the bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communication between interested bidder and the City must be directed to:

City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin and agrees to be bound by all addenda that have been issued for this REQUEST FOR BIDS. If addendum is issued, bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit only e-mailed inquiries regarding this RFB. The City will respond to written e-mailed inquiries received by March 17, 2025. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 cityclerk@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

a. Coversheet: provide a submittal cover sheet that includes RFB NO. 25-03-REC, BUCK DESTIN PARK RESTROOM, bid opening date and bidder contact information.
b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications

c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the bidder's:
   - commitment to perform the work,
   - understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
   - delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),

d. Completed Forms [Reference RFB Attachments]
   - Attachment NO. 1 - Bidder Qualification Statement
   - Attachment NO. 2 - Public Entity Crime Form
   - Attachment NO. 3 - Drug Free Workplace Certification Form
   - Attachment NO. 4 - Bid Bond Form
   - Attachment NO. 5 - Anti-Human Trafficking Affidavit
   - Attachment NO. 6 - Anti-Collusion Statement

e. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
f. Addendums (if applicable)
g. Price Proposal Sheet
h. W-9
i. Copies of Proposal
j. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
k. Florida Product Approval Certifications

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

7.7 Drug Free Workplace Program

Complete the form provided.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two ($25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **April 10, 2025, 2:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **"RFB NO. 25-03-REC, BUCK DESTIN PARK RESTROOM"** and note the time and date of the opening. Regardless of method of delivery, each bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been submitted any time before the scheduled time for opening the bids. To withdraw a Bid, contact in writing via email at cityclerk@cityofdestin.com.

7.12 Bid Opening

Proposals will be opened publicly and read aloud on **April 10, 2025, 2:00 p.m. (CT)** in the City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

7.14 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful bidder shall:

a. Keep and maintain public records required by the CITY to perform the service.
b. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

RFP NO. 25-03-REC
ATTACHMENT NO. 1
BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: ___Corporation

Name: _____ ___Partnership

Address: _____ ___Individual

City, State, Zip: _____ ___Other

Telephone No.: _____

Email: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the bidder is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

_____

a. Under what other former names has your organization operated?

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

_____

_____

_____

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

_____

_____

_____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

10. State the name of the individual who will have personal supervision of the work:

_____

11. State the name and address of attorney, if any, for the business of the bidder:

_____

_____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the bidder's business and indicate the percentage owned of each such business and/or individual:

_____

_____

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by bidder:

_____

_____

_____

14. Average Annual Revenue of the bidder for the last three years as follows:

		Revenue
a.	Government Related Work	
b.	Non-Governmental Related Work	
c.	**Total of a. and b.**	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	**Address**	**Telephone**

16. What will be your turnaround time for written responses to City inquiries?

_____

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the bidder, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

20. Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

_____

_____

_____

21. Has the bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

The bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by the City in awarding the contract and such information is warranted by bidder to be true. The discovery of any omission or misstatement that materially affects the bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFP NO. 0125-03-REC
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
_____

2. This sworn statement is submitted by _____whose business address is _____
_____

and (if applicable) Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is _____and my relationship to the entity named above is_____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___day of_____, 202__, and is personally known to me, or has provided as identification.

_____
Notary Public

My Commission expires:

END OF SECTION

RFB NO. 24-02-REC
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE: _____

TELEPHONE NUMBER:_____

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

END OF SECTION

RFP NO. 0125-03-REC
ATTACHMENT NO. 4
BID BOND

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE: _____

TELEPHONE NUMBER:_____add email

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

END OF SECTION

BID BOND SECTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _B _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the sum set forth on the face of this Bond.

Signed, this ____day of_____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-03-REC, BUCK DESTIN PARK RESTROOM.**

NOW THEREFORE,

1. Default of the Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents, and any performance and payment bonds required by the Bidding and Contract Documents.

2. This obligation shall be null and void if:
    - Owner accepts Bidder's bid, and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
    - All bids are rejected by Owner, or
    - Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof) if any time is specified.

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a state court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):	Surety (Print Full Name):
_____	_____
	(Seal) Surety's Name and Corporate Seal
By:_____(L.S.)	By: _____
	Signature (attach power of attorney)
Title:_____	Title:_____
Attest: _____	Attest: _____
Signature and Title	Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFP NO. 25-03-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

RFP NO. 25-03-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared their bid with other bidders and has not colluded with any other bidder or parties to bid whatsoever. No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in, but is not limited to, the contract cancellation and removal from bid list(s).

_____	_____
Bidder's Company Name	Authorized Signature
_____	_____
Address	Authorized Signatory (Print Name)
_____	_____
City, State, ZIP	Title
_____	_____
Phone #	Email
_____	
Federal ID # or SS #	

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Design Cover Sheet

Exhibit B – Architectural Plans

Exhibit C – Civil Plans

Exhibit D – Electrical Plans

Exhibit E – Cortez Building Number CR-1560

CXT Precast Product Manufacturer Data. Additional information can be found at the link below:

https://lbfoster.com/infrastructure/precast-concrete-buildings/restroom-buildings/cortez#resources-and-specifications

Exhibit F – Price Proposal Sheet

Bidder shall use paper copy provided on next page.

EXHIBIT F – PRICE PROPOSAL SHEET

CITY OF DESTIN, FLORIDA
RFB NO. 25-03-REC,
BUCK DESTIN PARK RESTROOM

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: ( ) _____ E-mail: _____ Fax: ( ) _____

Number of Years in Business: _____ Contact Name _____

PART II Bidding RFB NO. 25-03-REC, BUCK DESTIN PARK RESTROOM, as follows:

Site Prep	
Mobilization / Demobilization	$ _____
Clearing	$ _____
Construction Staking	$ _____
Grading & Drainage	$ _____
Site Improvements	
Water	$ _____
Wastewater	$ _____
Electrical	$ _____
Sidewalk	$ _____
Restroom Foundation	$ _____
Restroom Facility Delivery & Placement	$ _____
Utilities	
1” Water Service	$ _____
4” Sewer Main	$ _____
Misc Fittings, Tapping Sleeves & Valves	$ _____
Water & Wastewater Connections	$ _____
Electrical	$ _____

PART III Certifications:

In accordance with your REQUEST FOR BIDS, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that

it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative:_____
(Print or Type)

Signature:_____

Date of Bid:_____

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

ITEM # 2025-255

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.G.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Steve O'Connor, Deputy Community Development Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: February 20, 2025

SUBJECT: RFQ 24-12-CD-Professional Planning and Grant Consulting Services Continuing Services Contracts

I. BACKGROUND: Assistance is needed in both the Community Development Department and the City Manager's Office to implement various projects as directed by the Council, and to provide support for critical City functions that require capacity outside staff's capability or due to position vacancies. City Council directed staff to advertise an RFQ for Professional Planning and Grant Consulting Services on October 21, 2024.

The Bid Committee met and reviewed the bids for the Professional Planning and Grant Consulting Services on December 19, 2024. The RFQ specifically requested to secure a continuing services contractor for consulting support services to supplement planning, rate analysis, and grant pursuits to accomplish projects in the Comprehensive Plan, CRA Master Plans, the Mobility Plan, and other capital projects prioritized by the Council or as required by the State. Services will include assistance with planning functions, including various studies and reviews associated with the permitting and Development Order processes, and the Comprehensive Plan Evaluation and Appraisal Report (EAR). In addition, grant consulting can help advance the City's Capital Improvement Plan through researching nationwide grant opportunities and grant writing to supplement and augment current efforts by the City's Capital Project and Grant Manager.

II. DISCUSSION: The Bid Committee met and reviewed the bids for the Professional Planning and Grant Consulting Services on December 19, 2024. Those recommendations were brought to City Council on January 6, 2025. City Council determined the following:

Councilmember Bagby moved to select the proposals from and direct staff to negotiate

contracts with 3TP Ventures Inc., Kimley-Horn, and Inspire Group and bring those contracts back to the Council for consideration. Councilmember Hebert seconded the motion, which passed 6-0.

Contracts have been negotiated with 3TP Ventures, Inspire Group, and Kimley-Horn. Those contracts are attached. Approving these contracts will secure continuing service contractors for consulting support services to supplement planning, rate analysis, and grant pursuits to accomplish projects as prioritized by Council. Task Orders will be issued for specific projects if budgeted and approved.

A. Link to Strategic Goals / Objectives: I. Financially sound city providing service excellence
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): None at this time. The contracts are task order-based, so the council will have approval authority for all services that will be contracted.

C. Level of Service (LOS): Improved development and grant services and connectivity as projects are completed with Mobility Fee funds.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: Staff has received the Fee Schedule and reviewed and consultant approved contracts from 3TP Ventures, Inc, Kimley-Horn, and Inspire as directed by the Council and requests the Council's approval of the attached contracts to begin Planning and Grant services as needed and approved by Council.

IV. RECOMMENDED MOTION: I move to accept the continuing services contract from **3TP Ventures** for RFQ 24-12-CD for Professional Planning and Grant Consulting Services and authorize the City Manager to execute that contract.

I move to accept the continuing services contract from **Inspire Group** for RFQ 24-12-CD for Professional Planning and Grant Consulting Services and authorize the City Manager to execute that contract.

I move to accept the continuing services contract from **Kimley-Horn** for RFQ 24-12-CD for Professional Planning and Grant Consulting Services and authorize the City Manager to execute that contract.

Attachments:

1. 3TP - Professional Planning and Grant Consulting Services Contract (RFQ 24-12-CD) - DRAFT
2. 3TP- Hourly Rates

2025
3. 3TP- Signed-Addendum 1-RFQ 24-12-CD Professional Planning and Grant Consulting Services
4. 3TP- Certificate of Insurance
5. Inspire Professional Planning and Grant Consulting Serivces Contract (RFQ 24-12-CD) - DRAFT
6. Inspire-Hourly Rates 2025
7. K-H Professional Planning and Grant Consulting Serivces Contract (RFQ 24-12-CD) - DRAFT
8. K-H Public-Standard Rate Schedule - 20240701
9. Minutes 12-19-24-24 Bid Committee Mtg

PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES CONTRACT
(RFQ 24-12-CD)

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES

This AGREEMENT FOR PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES (the "Agreement") made and entered into this _____day of _____, 20___, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and 3TP Ventures, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide for a five (5) year contract with five (5) one-year extensions for a total of ten (10) year contract for general Professional Planning and Grant consulting services; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, section 287.055, Florida Statutes (and intends to administer this Agreement as a "continuing contract" as allowed under said statute);

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1- CONSULTANT'S RESPONSIBILITIES

1.1 **CONSULTANT'S SERVICES**

1.1.1 The CONSULTANT'S services consist of those services performed by the CONSULTANT, CONSULTANT'S employees and CONSULTANT'S consultants as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.

1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.

1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2- CONSULTANT'S SERVICES

2.1 In accordance with REQUEST FOR QUALIFICATIONS NO. 24-12-CD ("RFQ") which is hereby incorporated into this Agreement and attached hereto as Exhibit

"A", the CONSULTANT shall provide services as directed by the City Manager or their designee, including but not limited to: providing various Professional Planning and Grant Consulting services for the City. The Professional Planning services provided relate to the Community Development Department's Development Order Review process, the Land Development Code, the Comprehensive Plan, and other professional planning reviews, studies and/or planning projects as assigned by the City Manager or Community Development Director. The Grant Consulting services provided include, but are not limited to, all forms of grant seeking, grant writing, and project support services.

ARTICLE 3- CONSULTANT'S COMPENSATION

3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "B".

3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.

3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "B", may occur annually starting one year after contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4- CITY'S RESPONSIBILITIES

4.1 CITY SERVICES

4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services at no cost.

4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

ARTICLE 5- OWNERSHIP AND USE OF DOCUMENTS

5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.

5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6- TERMINATION, SUSPENSION OR ABANDONMENT

6.1 This agreement shall terminate upon successful completion of the five (5) year contract and five (5) one-year extensions not to exceed a total of ten (10) year from the date of this contract or as below.

6.2 This Agreement may be terminated by the CITY upon not less than thirty (30) days written notice for any reason, or for convenience, without penalty.

6.3 This Agreement may be terminated by either party for any reason upon not less than thirty (30) days written notice.

6.4 The CITY may suspend an open task order upon not less than ten (10) days written notice.

6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.

6.5 In the event of termination that is not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7- NOTICES

7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN **CONSULTANT**

Larry Jones, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

Name: Alan Steinbeck
Firm: 3TP Ventures, Inc.
222 South Street
Charlottesville, VA 22902
(919) 636-2834

ARTICLE 8- INSURANCE REQUIREMENTS

8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than $2,000,000.00 per event/$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at a minimum of the statutory limits. The Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, Business Automobile and Workers' Compensation policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.

8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFQ number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

8.3 The required insurance policies shall contain the following provisions:

8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.

8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9- SOVEREIGN IMMUNITY

9.1 The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the City's rights and immunities under the Florida Constitution, common law or section 768.28, Florida Statutes, as amended from time to time.

ARTICLE 10- INDEMNIFICATION

10.1 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and nowhere else.

11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.

11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

11.9 Time is of the essence under this Agreement.

11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.

11.13 This Agreement is binding on the parties, their successors and assigns.

11.14 Public records. CONSULTANT shall comply with Florida Public Records Laws, specifically to:

11.14.1 Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

11.14.2 Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

11.14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

11.14.4 Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

_____
Larry Jones
Its: City Manager

_____
Date

Attest to Signature:

_____
Rey Bailey, City Clerk

SEAL

Approved as to Legal Form:

_____
Kimberly Romano Kopp, City Attorney

CONSULTANT:

_____
By: _____
Its: _____

_____
Date

Witness to Signature:

_____

_____
Print Name

Witness to Signature:

_____

_____
Print Name

EXHIBITS
A. Request for Proposal No. 24-12-CD
B. Fee Schedule
C. Certificates of Insurance

Destin On-Call

City of Destin, FL

Fee Estimate

1/30/2025

3TP VENTURES

A LINE AND GRADE COMPANY

Classification	Loaded Rate
3TP Ventures	
Project Manager	$ 155.00
Client Manager	$ 160.00
Project Professional	$ 170.00
Project Professional	$ 165.00
Senior Planner	$ 165.00
Senior Analyst	$ 165.00
Senior Planner	$ 145.00
Senior Planner	$ 125.00
Planner	$ 115.00
Planner	$ 110.00
Analyst	$ 110.00
The Planning Collaborative	
Principal	$ 190.00
Line and Grade	
Senior Engineer/Planner	$ 175.00
Senior Civil Engineer	$ 175.00
Senior Civil Engineer	$ 175.00
Megrath Consulting	
Grant Strategist	$ 175.00
Project Professional	$ 190.00
OVID Solutions	
Grant Manager	$ 175.00
Urban Planner	$ 175.00

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS RFQ NO. 24-12-CD
PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES

NOVEMBER 21, 2024

To All Potential Proposers:

This addendum modifies the previously issued RFQ and is hereby made a part of the proposal documents. Per the RFQ, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

The City received the following questions from a potential bidder with respect to the City's RFQ NO. 24-12-CD. As per the City's standard practice, the City is furnishing the responses below to these questions.

- **Question: The sample contract lists a professional liability requirement of $2Mil per event/$4Mil aggregate. Is the City's expectation that the firm hired has that level of professional liability insurance? The level is more typical of design/engineering firms, not planning and policy consulting firms, which tend to carry $1 million or $1 million/$2 million (our current policy levels).**

Response: Insurance requirement is $1 million per event, and $2 million aggregate for professional liability insurance.

The bid opening date for RFQ 24-12-CD remains December 5, 2024 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum No. 1 is hereby acknowledged:

Michael Callahan

Print Name



Signature

November 21, 2024

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2025

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

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

PRODUCER Wester Insurance Agency P.O. Box 769 Henderson NC 27536	**CONTACT NAME:** W. David Carver **PHONE (A/C, No, Ext):** 919-348-2330 **FAX (A/C, No):** 919-747-4304 **E-MAIL ADDRESS:** csr@westerinsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : HARTFORD INSURANCE GROUP — 914
INSURED 3TPVENT-01 3TP Ventures, Inc. 2460 Sedgefield Dr. Chapel Hill NC 27514	**INSURER B :** United States Liability Insurance Company — 25895
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 161556032 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		PPP2550929F	2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PPP2550929F	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP1576352	3/28/2024	3/28/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		22WBCAB3AXT	3/2/2024	3/2/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			PPP2550929F	2/1/2025	2/1/2026	Ea. Claim Aggregate	2,000,000 2,000,000

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

RFQ number: RFQ 24-12-CD
City of Destin is an additional insured with respect to General Liability as required in a written contract.

CERTIFICATE HOLDER

City of Destin
Building Division
4200 Bayou Trail
Destin FL 32541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

W. David Carver

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PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES CONTRACT
(RFQ 24-12-CD)

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES

This AGREEMENT FOR PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES (the "Agreement") made and entered into this _____day of _____, 20___, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and Inspire Placemaking Collective, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide for a five (5) year contract with five (5) one-year extensions for a total of ten (10) year contract general Professional Planning and Grant consulting services; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, section 287.055, Florida Statutes (and intends to administer this Agreement as a "continuing contract" as allowed under said statute);

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

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1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.

1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services and will be that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided)"Standard of Care". Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2- CONSULTANT'S SERVICES

2.1 In accordance with REQUEST FOR QUALIFICATIONS NO. 24-12-CD ("RFQ") which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", the CONSULTANT shall provide services as directed by the City Manager or their designee, including but not limited to: providing various Professional Planning and Grant Consulting services for the City. The professional planning services provided relate to the Community Development Department's Development Order Review process, the Land Development Code, the Comprehensive Plan, and other professional planning reviews, studies and/or planning projects as assigned by the City Manager or Community Development Director. The grant consulting services provided include, but are not limited to, all forms of grant seeking, grant writing, and project support services.

ARTICLE 3- CONSULTANT'S COMPENSATION

3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "B".

3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the Florida Prompt Payment Act. The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoices shall be supported by a progress report showing the actual tasks performed and their relation to the percentage of fee claimed. Monthly invoices shall be paid by the CITY in accordance with Section 218.74, Florida Statutes. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Section 287.76, Florida Statutes.

3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "B", may occur annually starting one year after contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4- CITY'S RESPONSIBILITIES

4.1 **CITY SERVICES**

4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services at no cost.

4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products. The CONSULTANT will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the CITY or by others for whom the CONSULTANT is not legally responsible.

ARTICLE 5- OWNERSHIP AND USE OF DOCUMENTS

5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.

5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6- TERMINATION, SUSPENSION OR ABANDONMENT

6.1 This agreement shall terminate upon successful completion of the five (5) year contract and five (5) one-year extensions not to exceed a total of ten (10) year from the date of this contract or as below.

6.2 This Agreement may be terminated by the CITY upon not less than thirty (30) days written notice for any reason, or for convenience, without penalty.

6.3 This Agreement may be terminated by either party for any reason upon not less than thirty (30) days written notice.

6.4 The CITY may suspend an open task order upon not less than ten (10) days written notice.

6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.

6.5 In the event of termination that is not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7- NOTICES

7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN
Larry Jones, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

CONSULTANT
George Kramer, AICP
Inspire Placemaking Collective, INC
4767 New Broad Street
Orlando, FL 32814
(407) - 202-8387

ARTICLE 8- INSURANCE REQUIREMENTS

8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than $2,000,000.00 per event/$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at a minimum of the statutory limits. The Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, and Business Automobile policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.

8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFQ number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

8.3 The required insurance policies shall contain the following provisions:

8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any

filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.

8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9- SOVEREIGN IMMUNITY

9.1 The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the City's rights and immunities under the Florida Constitution, common law or section 768.28, Florida Statutes, as amended from time to time.

ARTICLE 10- INDEMNIFICATION

10.1 CONSULTANT shall indemnify, and hold the CITY, its officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

Commented [BA1]: We request the indemnification mirror the Florida Statutes. Section 3 of Florida Statute 725.08 defines planning contracts as a "Professional services contract" and as such planning contracts are to abide by this Statute.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and nowhere else.

11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.

11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

11.9 Time is of the essence under this Agreement.

11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.

11.13 This Agreement is binding on the parties, their successors and assigns.

11.14 Public records. CONSULTANT shall comply with Florida Public Records Laws, specifically to:

11.14.1 Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

11.14.2 Provide the public with access to public records on the same terms and

conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

11.14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

11.14.4 Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

_____
Larry Jones
Its: City Manager

_____
Date

Attest to Signature:

_____
Rey Bailey, City Clerk

SEAL

Approved as to Legal Form:

_____
Kimberly Romano Kopp, City Attorney

CONSULTANT:

_____
By: _____
Its: _____

_____
Date

Witness to Signature:

_____

_____
Print Name

Witness to Signature:

_____

_____
Print Name

EXHIBITS

A. Request for Proposal No. 24-12-CD
B. Fee Schedule
C. Certificates of Insurance

Inspire
PLACEMAKING COLLECTIVE

SCHEDULE OF HOURLY RATES

2025

Classification	Hourly Rates
Principal:	$ 200.00 to $ 350.00
Project Manager:	$ 165.00 to $ 225.00
Deputy Project Manager:	$ 130.00 to $ 165.00
Senior Landscape Architect/Senior Planner:	$ 145.00 to $ 210.00
Senior Graphic Designer:	$ 135.00 to $185.00
Landscape Architect/Urban Designer/Planner:	$ 100.00 to $ 165.00
Landscape Designer/Planning Technician:	$ 90.00 to $ 130.00
Graphic Designer:	$ 75.00 to $ 130.00
Professional Interns:	$70.00 to $90.00
Administrative	$ 55.00 to $ 85.00



PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES CONTRACT
(RFQ 24-12-CD)

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES

This AGREEMENT FOR PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES (the "Agreement") made and entered into this _____day of _____, 20___, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and Kimley-Horn and Associates, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide for a five (5) year contract with five (5) one-year extensions for a total of ten (10) year contract general Professional Planning and Grant consulting services; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, section 287.055, Florida Statutes (and intends to administer this Agreement as a "continuing contract" as allowed under said statute);

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1- CONSULTANT'S RESPONSIBILITIES

1.1 **CONSULTANT'S SERVICES**

1.1.1 The CONSULTANT'S services consist of those services performed by the CONSULTANT, CONSULTANT'S employees and CONSULTANT'S consultants as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.

1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.

1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services and will be that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided)"Standard of Care". Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2- CONSULTANT'S SERVICES

2.1 In accordance with REQUEST FOR QUALIFICATIONS NO. 24-12-CD ("RFQ") which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", the CONSULTANT shall provide services as directed by the City Manager or their designee, including but not limited to: providing various Professional Planning and Grant Consulting services for the City. The professional planning services provided relate to the Community Development Department's Development Order Review process, the Land Development Code, the Comprehensive Plan, and other professional planning reviews, studies and/or planning projects as assigned by the City Manager or Community Development Director. The grant consulting services provided include, but are not limited to, all forms of grant seeking, grant writing, and project support services.

ARTICLE 3- CONSULTANT'S COMPENSATION

3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "B".

3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the Florida Prompt Payment Act. The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoices shall be supported by a progress report showing the actual tasks performed and their relation to the percentage of fee claimed. Monthly invoices shall be paid by the CITY in accordance with Section 218.74, Florida Statutes. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Section 287.76, Florida Statutes.

3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "B", may occur annually starting one year after contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4- CITY'S RESPONSIBILITIES

4.1 **CITY SERVICES**

4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services at no cost.

4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products. The CONSULTANT will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the CITY or by others for whom the CONSULTANT is not legally responsible.

ARTICLE 5- OWNERSHIP AND USE OF DOCUMENTS

5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.

5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6- TERMINATION, SUSPENSION OR ABANDONMENT

6.1 This agreement shall terminate upon successful completion of the five (5) year contract and five (5) one-year extensions not to exceed a total of ten (10) year from the date of this contract or as below.

6.2 This Agreement may be terminated by the CITY upon not less than thirty (30) days written notice for any reason, or for convenience, without penalty.

6.3 This Agreement may be terminated by either party for any reason upon not less than thirty (30) days written notice.

6.4 The CITY may suspend an open task order upon not less than ten (10) days written notice.

6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.

6.5 In the event of termination that is not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7- NOTICES

7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN
Larry Jones, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

CONSULTANT
Alessandria Palmer
Kimley-Horn and Associates, Inc
2619 Centennial Blvd, Suite 200
Tallahassee, FL 32308
(850) - 553-3528

ARTICLE 8- INSURANCE REQUIREMENTS

8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than $2,000,000.00 per event/$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at a minimum of the statutory limits. The Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, and Business Automobile policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.

8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFQ number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

8.3 The required insurance policies shall contain the following provisions:

8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any

filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.

8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9- SOVEREIGN IMMUNITY

9.1 The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the City's rights and immunities under the Florida Constitution, common law or section 768.28, Florida Statutes, as amended from time to time.

ARTICLE 10- INDEMNIFICATION

10.1 CONSULTANT shall indemnify, and hold the CITY, its officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

Commented [BA1]: We request the indemnification mirror the Florida Statutes. Section 3 of Florida Statute 725.08 defines planning contracts as a "Professional services contract" and as such planning contracts are to abide by this Statute.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and nowhere else.

11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.

11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

11.9 Time is of the essence under this Agreement.

11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.

11.13 This Agreement is binding on the parties, their successors and assigns.

11.14 Public records. CONSULTANT shall comply with Florida Public Records Laws, specifically to:

11.14.1 Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

11.14.2 Provide the public with access to public records on the same terms and

conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

11.14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

11.14.4 Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

_____
Larry Jones
Its: City Manager

_____
Date

Attest to Signature:

_____
Rey Bailey, City Clerk

SEAL

Approved as to Legal Form:

_____
Kimberly Romano Kopp, City Attorney

CONSULTANT:

_____
By: _____
Its: _____

_____
Date

Witness to Signature:

_____

_____
Print Name

Witness to Signature:

_____

_____
Print Name

EXHIBITS

A. Request for Proposal No. 24-12-CD
B. Fee Schedule
C. Certificates of Insurance

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst I	$135 - $165
Analyst II	$175 - $205
Professional	$200 - $235
Senior Professional I	$250 - $325
Senior Professional II	$345 - $420
Senior Technical Support	$120 - $300
Technical Support	$105 - $170
Support Staff	$90 - $150

Effective through June 30, 2025

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

MINUTES
BID COMMITTEE MEETING
DECEMBER 19, 2024

1. CALL TO ORDER:

Chairman Jeffery Cozadd called the Bid Committee Meeting to order on Thursday, December 19, 2024, at 2:00 PM in the City of Destin Boardroom.

2. ROLL CALL:

Bid Committee Members Present:
Project/Grants Mgr. Jeffery Cozadd
Michael Burgess PW Director
Tina Deater, CD Director
Steve O'Connor, Deputy CD Director
Lisa Firth Parks & Recreation Director

Other Staff Members Present:
Deputy City Clerk Kim Montgomery

3. NEW BUSINESS:

A. RFP 24-13-CD, Professional Grants and Planning

Mr. Cozadd announced that the city received 10 bid submissions for this proposal and explained how he went over each one thoroughly and determined that a few were missing required documentation such as professional liability insurance and amounts necessary, which was clarified in the addendum that was released for this project. He asked the members if they agreed and the members acknowledged that statement.

- TFG missing insurance and did not submit planning information as required, by only provided grant services
- Halff missing insurance documentation
- Civetta Solutions had insufficient amounts for the aggregate

Mr. Burgess questioned precluding a bid submittal moving forward based on these insurance requirements.

According to the Chairman, the reasoning is to prevent a bid protest as they have just encountered recently with a recent bid for another project, and that is something that they want to avoid keeping the project moving forward.

The Public Works Director Michael Burgess made the motion to disqualify Halff and Civetta Solutions because for being nonresponsive in the areas for not have the properly required insurance required in the RFQ and TFG for not having any planning services as outlined in the bid requirements and the required insurance, with the Community Development Director Tina Deater provided the second, the motion passed 5-0.

The members provided their scoring for the bid submissions:

	Michael	Tina	Steve	Jeff	
3TP	**82**	**96**	**94**	**90**	**362**
DRMP	**89**	**20**	**88**	**75**	**272**
GMC	**90**	**50**	**83**	**60**	**283**
INSP	**85**	**78**	**89**	**80**	**332**
KH	**94**	**70**	**89**	**80**	**333**
NFPS	**92**	**13**	**83**	**70**	**258**
Cord.	**86**	**18**	**86**	**60**	**250**

The members discussed the background experience of the companies that they scored and the historical working relationship with the highest scoring company 3TP.

Motion by Public Works Director Michael Burgess to recommend City Council to direct the City Manager to enter into negations for RFQ 24-12-CD, Professional Planning and Grant Writing with 3TP Ventures and provide Kimley Horn's proposal as an alternate, with the Deputy Community Development Director, Steve O'Connor providing the second, the motion passed 4-0.

4. **PUBLIC COMMENTS:**
   None

5. **ADJOURNMENT:**
   Having nothing further to discuss, the meeting was adjourned at 2:50 PM.

Adopted this _____ of _____2024.

_____ _____

Jeffery Cozadd, Chairman Kim Montgomery, Deputy City Clerk

ITEM # 2025-256

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.H.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Daniel Butler, Principal Planner
Steve O'Connor, Deputy Community Development Director

DATE: February 19, 2025

SUBJECT: Henderson Beach Resort SUB-001479-2024 –Lot 7 Replat – Final Plat Approval

I. BACKGROUND: The original Henderson Beach Resort Plat was recorded at the County level on August 11, 2014 to create six (6) lots and a private right-of-way (ROW). However, on January 11, 2016, the properties were replated to create a seventh lot (Lot 7) within Henderson Beach Resort.

Previous approvals have granted Lot 7 the ability to develop a four (4) unit townhome complex, as well as a one-story maintenance building and a future three-story mixed-use building to include restaurant and office space, as well as fourteen rooms (six units) of workforce housing.

The infrastructure (sewer, water, stormwater, etc.) is already constructed and there is no change in density, intensity, or infrastructure being requested at this time.

II. DISCUSSION: The applicant is requesting Final Plat approval for the Replat of Lot 7 within the previously approved Henderson Beach Resort subdivision. The submitted Plat is in conformance with all applicable Florida State Statutes and City Codes.

As previously stated, the applicant is not requesting any increases in density, intensity, height, or any other dimensional regulations.

The applicant is requesting this Replat to simplify the sale of the four townhome units/building.

COMPREHENSIVE PLAN CONSISTENCY: *The proposed project is consistent with* ***Comprehensive Plan Policy 1-2.4.2: CBR Future Land Use Element,Policy 3-1.3.4: Provide for the Inclusion of Diverse Housing Types, & Policy 3-1.3.9: Provide for***

Available Diversity in Housing Type and Tenure.

A. Link to Strategic Goals / Objectives: III**.** Economic Development and Revitalization

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): The Replat itself will have no impact on the level of service for the surrounding area. Additionally, the traffic impact has already been reviewed and approved by Staff and City Council as part of the previous development order review.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The applicant is requesting Final Plat approval for the Replat of Lot 7 within the previously approved Henderson Beach Resort subdivision. The submitted Plat is in conformance with all applicable Florida State Statutes and City Codes. As a result, the City's Technical Review Committee (TRC) approved the proposed plat with conditions on December 20, 2024.

STAFF RECOMMENDATION: Staff are recommending Final Plat approval for Henderson Beah Resort Lot 7 Replat (SUB-001479-2024), with the condition below:

- Prior to printing any mylars, the applicant shall revise the language in the legend to remove any ambiguity, as provided by the City Surveyor.

IV. RECOMMENDED MOTION: I move that the City Council recommend Final Plat approval for Henderson Beach Resort Lot 7 Replat (SUB-001479-2024), with the condition that prior to printing any mylars, the applicant shall revise the language in the legend to remove any ambiguity, as provided by the City Surveyor.

Attachments:

1. Original Recorded Henderson Beach Resort Plat
2. Recorded Henderson Beach Resort Replat
3. HBR Lot 7 Replat - Proposed Plat Document
4. Survey Approval with Condition

PLAT BOOK ____, PAGE ____.

HENDERSON BEACH RESORT

A RE-PLAT OF A PORTION OF CRYSTAL BEACH
LOTS 1-4, BLOCK 14; LOTS 1-10, BLOCK 15; AND LOTS 1 & 2, BLOCK 41
PLAT BOOK 1, PAGE 17
SITUATED IN UNSECTIONALIZED - TOWNSHIP 2 SOUTH - RANGE 22 WEST
CITY OF DESTIN
OKALOOSA COUNTY, FLORIDA

SHEET INDEX

1.) DEDICATIONS, CERTIFICATIONS, DESCRIPTION
2.) KEY MAP
3.) BOUNDARY LOCATION INFORMATION
4.) BOUNDARY LOCATION INFORMATION
5.) BOUNDARY LOCATION INFORMATION

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT DUNAVANT GULF, LLC., A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF A FEE SIMPLE TITLE COVERING THE LANDS DESCRIBED IN THIS PLAT OF "HENDERSON BEACH RESORT" DOES DECLARE THAT IT HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN HEREON, AND DOES HEREBY DEDICATE ALL STREETS, RIGHT-OF-WAYS, EASEMENTS, AND THE STORMWATER RETENTION AREAS AS INDICATED ON THIS PLAT, TO THE HENDERSON BEACH RESORT HOMEOWNERS ASSOCIATION; NON-EXCLUSIVE EASEMENTS ARE GRANTED WITHIN ALL DRAINAGE EASEMENTS AND UTILITY EASEMENTS AS INDICATED HEREON, FOR DRAINAGE, AND FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND OPERATION OF UTILITY SERVICES, SUCH AS BUT NOT LIMITED TO WATER, SANITARY SEWER, ELECTRICAL UTILITIES, GAS AND CABLE TELEVISION SERVICES. ALL COMMON AREAS, LANDSCAPE BUFFERS, NATURAL VEGETATIVE BUFFERS, AND SIMILARLY DESIGNATED AREAS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO HENDERSON BEACH RESORT HOMEOWNERS ASSOCIATION.

WITNESS Dean Aldridge

WITNESS Linda L. Neal

William O. Hagerman
MANAGING MEMBER
DUNAVANT GULF, LLC.,
A FLORIDA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT OF DEDICATION:

COUNTY OF Shelby
STATE OF Tennessee

THIS IF TO CERTIFY THAT ON THE 8th DAY OF July, 2014, BEFORE ME, William O. Hagerman PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED _____AS IDENTIFICATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS 8th, DAY OF July, 2014.

Elizabeth Ann Soucy
NOTARY PUBLIC, STATE OF TENNESSEE

Elizabeth Ann Soucy
PRINTED NAME

MY COMMISSION EXPIRES: 5-12-2016

SEAL

JOINDER AND CONSENT TO DEDICATION:

Village Capital AS HOLDER OF MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE PROPERTY HEREON SUBDIVIDED AS HENDERSON BEACH RESORT, DOES HEREBY JOIN IN AND CONSENT TO SAID SUBDIVISION AND THE DEDICATION AS SHOWN ABOVE FOR USES AND PURPOSES HEREON SET FORTH.

Dr. Steven A. Davis

ACKNOWLEDGMENT TO JOINDER AND CONSENT:

COUNTY OF Okaloosa
STATE OF Florida

THIS IS TO CERTIFY THAT ON THE 1st DAY OF July, 2014, BEFORE ME, Steven A. Davis PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED _____AS IDENTIFICATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS 1st, DAY OF July, 2014.

Wanda L. Collins
NOTARY PUBLIC, STATE OF FLORIDA

Wanda L. Collins
PRINTED NAME

MY COMMISSION EXPIRES: 6-28-17

SEAL

JOINDER AND CONSENT TO DEDICATION:

Coastal Bank and Trust AS HOLDER OF MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE PROPERTY HEREON SUBDIVIDED AS HENDERSON BEACH RESORT, DOES HEREBY JOIN IN AND CONSENT TO SAID SUBDIVISION AND THE DEDICATION AS SHOWN ABOVE FOR USES AND PURPOSES HEREON SET FORTH.

Karen F. Donaldson

Karen F Donaldson
Vice President

ACKNOWLEDGMENT TO JOINDER AND CONSENT:

COUNTY OF Okaloosa
STATE OF Florida

THIS IS TO CERTIFY THAT ON THE 2nd DAY OF July, 2014, BEFORE ME, Karen Donaldson PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED _____AS IDENTIFICATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS 2nd, DAY OF July, 2014.

Anna M. Showalter
NOTARY PUBLIC, STATE OF FLORIDA

Anna M. Showalter
PRINTED NAME

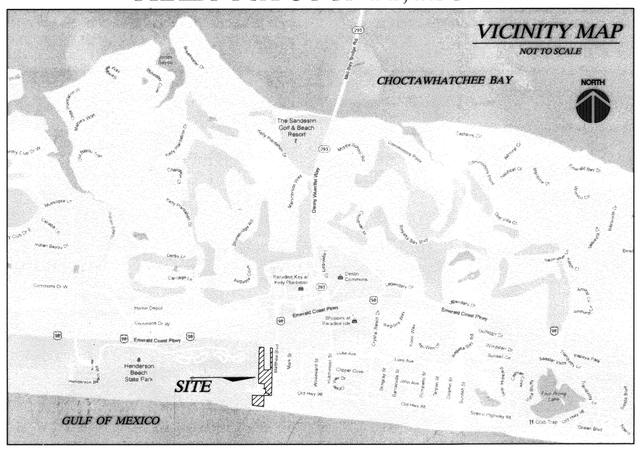
MY COMMISSION EXPIRES: Sep. 13, 2016

SEAL

INNERLIGHT ENGINEERING CORPORATION
THINK • SOLVE • SERVE
THE APPLIED SCIENCE OF SUCCESS
5450 NORTH W STREET | PENSACOLA | FLORIDA | 32505
LB #7927 | TELEPHONE: 850.333.4372

VICINITY MAP

NOT TO SCALE



LEGAL DESCRIPTION (AS WRITTEN)

NORTH PARCEL

A PARCEL OF LAND BEING LOCATED IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 14 OF CRYSTAL BEACH SUBDIVISION, UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, AS RECORDED IN PLAT BOOK 1, PAGE 17, OKALOOSA COUNTY, FLORIDA, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF SCENIC HIGHWAY 98 (CR 2378); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE N 01°05'08" E 58.88 FEET TO A POINT; THENCE N 86°09'54" W 139.88 FEET TO A POINT; THENCE N 01°07'18" E 124.84 FEET TO A POINT; THENCE N 88°51'35" W 60.37 FEET TO A POINT; THENCE N 01°05'46" E 112.41 FEET TO A POINT; THENCE N 88°54'14" W 150.29 FEET TO A POINT; THENCE N 01°05'39" E 929.22 FEET TO A POINT; THENCE S 88°54'14" E 150.32 FEET TO A POINT; THENCE S 01°05'46" W 536.37 FEET TO A POINT; THENCE S 86°05'58" E 200.15 FEET TO A POINT; THENCE N 01°05'08" E 599.86 FEET TO A POINT; THENCE S 85°56'31" E 122.86 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MATTHEW BOULEVARD; THENCE S 04°04'12" W ALONG SAID WEST RIGHT OF WAY LINE 1284.10 FEET TO A POINT ON THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 14 OF CRYSTAL BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 17, OKALOOSA COUNTY, FLORIDA, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF SCENIC HIGHWAY 98 (CR 2378); THENCE N 85°53'15" W ALONG SAID NORTH RIGHT OF WAY LINE 55.92 FEET TO THE POINT OF BEGINNING. SAID PROPERTY CONTAINS 8.55 ACRES, MORE OR LESS.

AND

SOUTH PARCEL

A PARCEL OF LAND BEING LOCATED IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 14 OF CRYSTAL BEACH SUBDIVISION, UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, AS RECORDED IN PLAT BOOK 1, PAGE 17, OKALOOSA COUNTY, FLORIDA, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF SCENIC HIGHWAY 98 (CR 2378); THENCE N 85°54'50" W ALONG SAID NORTH RIGHT OF WAY LINE 200.31 FEET TO A POINT; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE S 00°41'16" W 74.77 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCENIC HIGHWAY 98 (CR 2378) TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE S 01°04'07" W 278.44 FEET TO A POINT ON THE CITY OF DESTIN EROSION CONTROL LINE; THENCE DEPARTING SAID CITY OF DESTIN EROSION CONTROL LINE CONTINUE S 01°04'07" W PLUS OR MINUS 128 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH LINE TO A POINT INTERSECTING THE SOUTHERLY PROJECTION OF THE EASTERN BOUNDARY LINE OF HENDERSON BEACH STATE PARK; THENCE DEPARTING SAID MEAN HIGH WATER LINE N 01°04'07" E PLUS OR MINUS 117 FEET TO A POINT ON THE CITY OF DESTIN EROSION CONTROL LINE; THENCE DEPARTING SAID CITY OF DESTIN EROSION CONTROL LINE CONTINUE N 01°04'07" E 254.59 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCENIC HIGHWAY 98 (CR 2378); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE S 86°02'13" E 300.50 FEET TO THE POINT OF BEGINNING. SAID PROPERTY CONTAINS 2.68 ACRES, MORE OR LESS.

LESS AND EXCEPT

ALL LAND SOUTH OF THE CITY OF DESTIN EROSION CONTROL LINE PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 2661, PAGES 3603-3608.

TITLE OPINION

PURSUANT TO CHAPTER 177, F.S., THE UNDERSIGNED ATTORNEY, ABSTRACTOR OR TITLE COMPANY, DULY LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT TITLE TO LAND(S) DESCRIBED HEREON IS IN THE NAME OF DEDICATORS AND INDICATED HEREIN AND THAT THERE ARE NO UNSATISFIED MORTGAGES RECORDED AS A MATTER OF RECORD EXCEPT AS SHOWN IN THE JOINDER AND CONSENT.

7-3-14
DATE

Clark, Partington, Hart, Larry, Bond & Stackhouse
COMPANY

633240

ATTORNEY AT LAW

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, PERMANENT REFERENCE MONUMENTS HAVE BEEN SET, AND THAT THIS PLAT WAS PREPARED IN COMPLIANCE WITH THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES.

DAVID E. SMITH, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 6432

7/14/14
DATE

INNERLIGHT ENGINEERING CORPORATION
CERTIFICATE OF AUTHORIZATION, LICENSED BUSINESS # 7927
P.O. BOX 459
FORT WALTON BEACH, FLORIDA 32549
850.333.4370 ~ TELEPHONE

CITY ENGINEER'S CERTIFICATE

CITY OF DESTIN
STATE OF FLORIDA

THIS CERTIFIES THAT THE FINAL PLAT OF HENDERSON BEACH RESORT WAS PRESENTED TO DAVID O. CAMPBELL, P.E., CITY ENGINEER OF DESTIN, FLORIDA, AND APPROVED BY HIM ON THE 5 DAY OF AUGUST, 2014.

David O. Campbell
DAVID O. CAMPBELL, P.E.

DESTIN CITY COUNCIL'S APPROVAL:

THE CITY COUNCIL OF DESTIN, OKALOOSA COUNTY, FLORIDA, HAVING EXAMINED THE WRITTEN PLAT DURING ITS REGULAR MEETING HELD ON THE 21 DAY OF July, 2014, AND APPROVED THE SAME FOR RECORDIING.

MEL PONDER, MAYOR

REY BAILEY, CITY CLERK

CITY OF DESTIN SEAL FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA. THIS DAY 5TH OF August, 2014.

KENRICK S. GALLANDER, AICP

TAX COLLECTOR'S CERTIFICATE

OKALOOSA COUNTY
STATE OF FLORIDA

I, BEN ANDERSON, DO HEREBY CERTIFY THAT THE TAXES HAVE BEEN PAID FOR THE TAX YEAR 2013 FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE, AS OF THIS 14 DAY OF July, 2014.

Ben Anderson by Jennifer Prince
BEN ANDERSON, TAX COLLECTOR
OF OKALOOSA COUNTY, FLORIDA

COUNTY CLERK'S CERTIFICATE OF RECORDING

OKALOOSA COUNTY
STATE OF FLORIDA

I, DON HOWARD, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE 11th DAY OF August, 2014, IN PLAT BOOK 26, PAGE 82-86.

Don W. Howard by Cynthia Schoolcraft, D.C.
DON HOWARD, CLERK OF CIRCUIT COURT

CITY SURVEYOR'S CERTIFICATE

CITY OF DESTIN
STATE OF FLORIDA

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEWED BY THE CITY SURVEYOR OF DESTIN, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE 17th DAY OF July, 2014.

ERIC B. STUART - PSM# 6707

PURSUANT TO F.A.C. CHAPTER 177.091(27):
NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PURSUANT TO F.A.C. CHAPTER 177.091(28):
ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION DOES NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

PLAT BOOK _____, PAGE _____.

HENDERSON BEACH RESORT

A RE-PLAT OF A PORTION OF CRYSTAL BEACH
LOTS 1-4, BLOCK 14; LOTS 1-10, BLOCK 15; AND LOTS 1 & 2, BLOCK 41
PLAT BOOK 1, PAGE 17
SITUATED IN UNSECTIONALIZED - TOWNSHIP 2 SOUTH - RANGE 22 WEST
CITY OF DESTIN
OKALOOSA COUNTY, FLORIDA

SHEET INDEX

1.) DEDICATIONS, CERTIFICATIONS, DESCRIPTION
2.) KEY MAP
3.) BOUNDARY LOCATION INFORMATION
4.) BOUNDARY LOCATION INFORMATION
5.) BOUNDARY LOCATION INFORMATION

LEGEND

- PERMANENT REFERENCE MONUMENT (PRM) SET 1/2 " IRON ROD (PRM LB7927)
- PERMANENT CONTROL POINT (PCP) SET 1/2" CAPPED IRON PIN (PCP LB7927)
- FOUND 4X4 CONCRETE MONUMENT
- FOUND CAPPED IRON PIN

ABBREVIATIONS

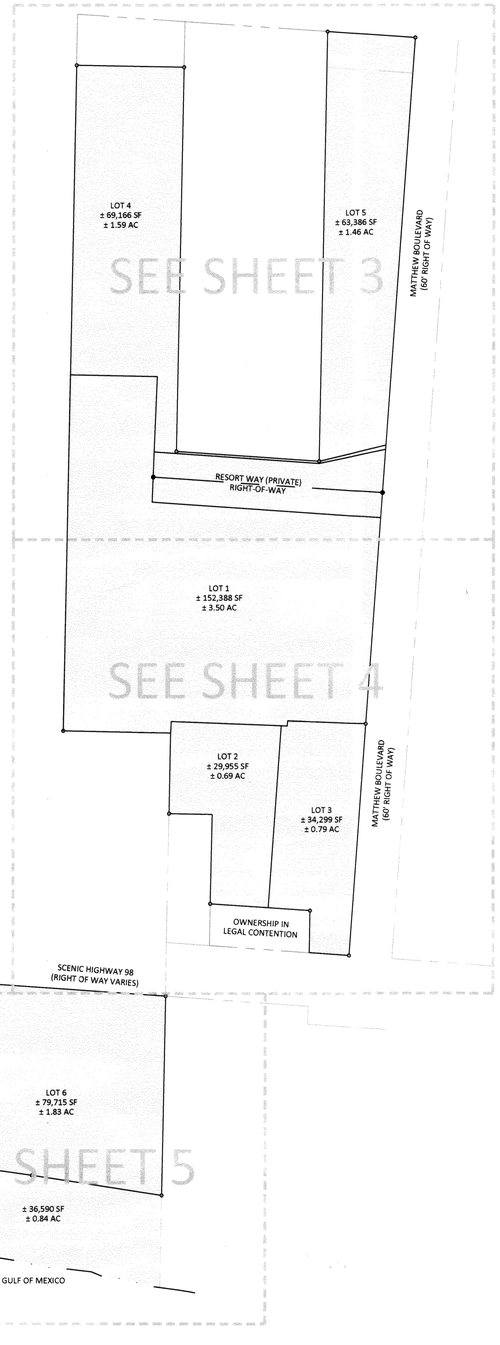
R/W	RIGHT-OF-WAY	NAD83	NORTH AMERICAN DATUM 1983
N	NORTH	DNR	DEPARTMENT OF NATURAL RESOURCES
S	SOUTH	ORB	OFFICIAL RECORD BOOK
E	EAST	PG	PAGE
W	WEST	ELEV / EL	ELEVATION
SQ. FT.	SQUARE FEET	(R)	RECORD DIMENSION
AC.	ACRES	°	DEGREES WHEN USED IN A BEARING OR ANGLE
L1	LINE & NUMBER TO LINE TABLE	'	MINUTES WHEN USED IN A BEARING OR ANGLE
C1	CURVE & NUMBER TO CURVE TABLE	"	SECONDS WHEN USED IN A BEARING OR ANGLE
LB	LICENSED BUSINESS	'	FEET OR DECIMAL THEREOF WHEN USED IN A
#	NUMBER		DIMENSION
ID	IDENTIFICATION	"	INCHES WHEN USED IN A DIMENSION
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929	±	MORE OR LESS

GENERAL NOTES

1. THIS PLAT IS BASED UPON A BOUNDARY SURVEY BY THIS FIRM AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
2. SOURCES OF INFORMATION RELIED UPON FOR THE PREPARATION OF THIS PLAT INCLUDES THE FOLLOWING: FIELD RECOVERED MONUMENTATION, PLATS, DEEDS, AND OTHER DOCUMENTATION AS NOTED HEREON.
3. NORTH AND THE BEARINGS DEPICTED HERON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM ~ FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83).
4. ALL LOT LINES DEPICTED HEREON ARE NON-RADIAL (N.R.) UNLESS OTHERWISE NOTED.

NOTICE

FLORIDA STATUTE 177.091 (27)
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



GRAPHIC SCALE
80 0 40 80 160
(IN FEET)
1 inch = 80 ft.

INNERLIGHT ENGINEERING CORPORATION
THINK • SOLVE • SERVE
THE APPLIED SCIENCE OF SUCCESS
5450 NORTH W STREET | PENSACOLA | FLORIDA | 32505
LB #7927 | TELEPHONE: 850.333.4372

PLAT BOOK _____, PAGE _____.

HENDERSON BEACH RESORT

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LEGEND

- PERMANENT REFERENCE MONUMENT (PRM) SET 1/2 " IRON ROD (PRM LB7927)
- PERMANENT CONTROL POINT (PCP) SET 1/2" CAPPED IRON PIN (PCP LB7927)
- FOUND 4X4 CONCRETE MONUMENT
- FOUND CAPPED IRON PIN

ABBREVIATIONS

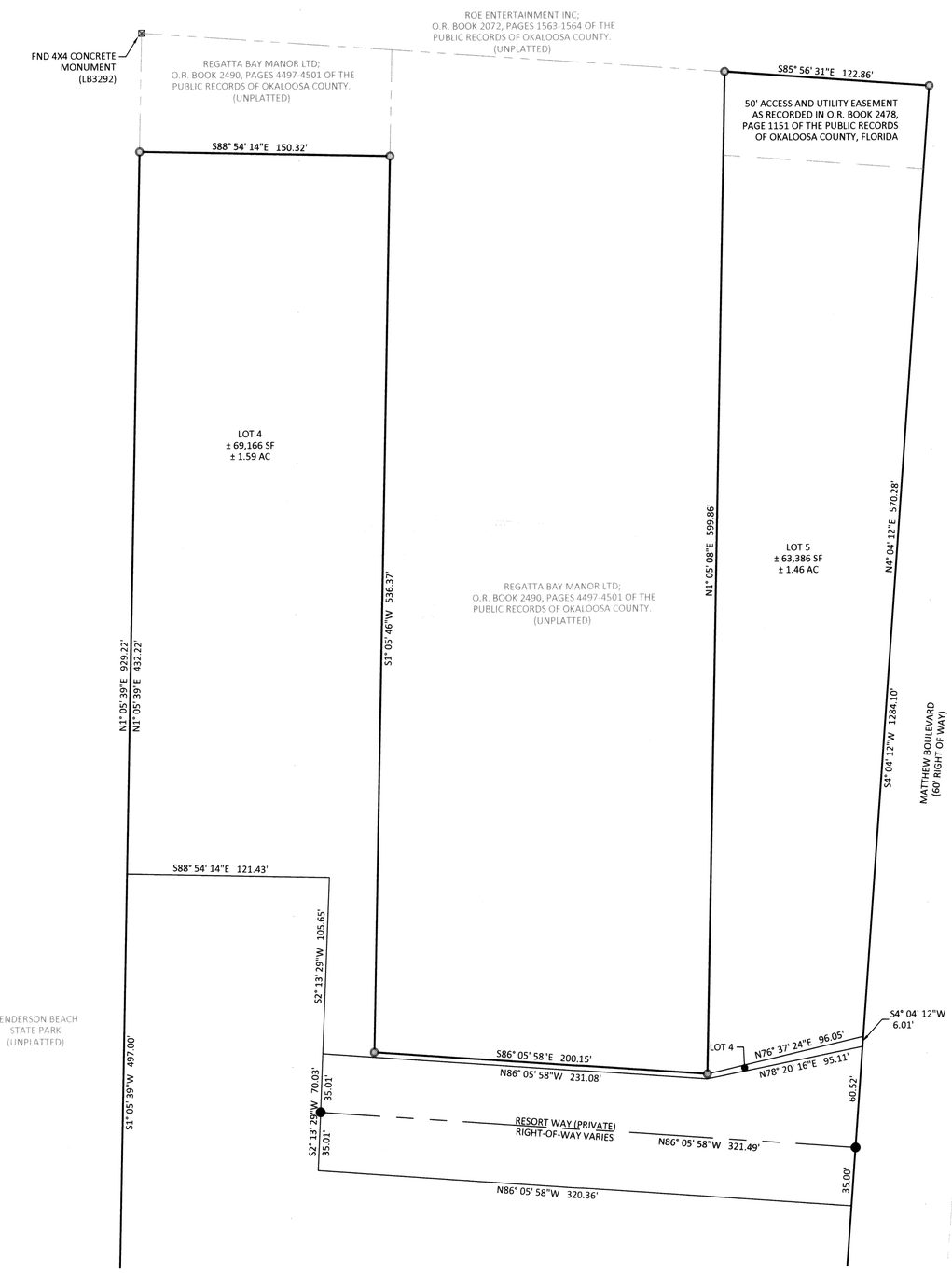
R/W	RIGHT-OF-WAY	NAD83	NORTH AMERICAN DATUM 1983
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SQ. FT.	SQUARE FEET	(R)	RECORD DIMENSION
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L1	LINE & NUMBER TO LINE TABLE	'	MINUTES WHEN USED IN A BEARING OR ANGLE
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LB	LICENSED BUSINESS	'	FEET OR DECIMAL THEREOF WHEN USED IN A DIMENSION
#	NUMBER		
ID	IDENTIFICATION	"	INCHES WHEN USED IN A DIMENSION
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929	±	MORE OR LESS

GENERAL NOTES

1. THIS PLAT IS BASED UPON A BOUNDARY SURVEY BY THIS FIRM AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
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NOTICE

FLORIDA STATUTE 177.091 (27)
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 ft.

INNERLIGHT ENGINEERING CORPORATION
THINK • SOLVE • SERVE
THE APPLIED SCIENCE OF SUCCESS
5450 NORTH W STREET | PENSACOLA | FLORIDA | 32505
LB #7927 | TELEPHONE: 850.333.4372

PLAT BOOK _____, PAGE _____.

HENDERSON BEACH RESORT

A RE-PLAT OF A PORTION OF CRYSTAL BEACH
LOTS 1-4, BLOCK 14; LOTS 1-10, BLOCK 15; AND LOTS 1 & 2, BLOCK 41
PLAT BOOK 1, PAGE 17
SITUATED IN UNSECTIONALIZED - TOWNSHIP 2 SOUTH - RANGE 22 WEST
CITY OF DESTIN
OKALOOSA COUNTY, FLORIDA

SHEET INDEX

1.) DEDICATIONS, CERTIFICATIONS, DESCRIPTION
2.) KEY MAP
3.) BOUNDARY LOCATION INFORMATION
4.) BOUNDARY LOCATION INFORMATION
5.) BOUNDARY LOCATION INFORMATION

LEGEND

- PERMANENT REFERENCE MONUMENT (PRM) SET 1/2 " IRON ROD (PRM LB7927)
- PERMANENT CONTROL POINT (PCP) SET 1/2" CAPPED IRON PIN (PCP LB7927)
- FOUND 4X4 CONCRETE MONUMENT
- FOUND CAPPED IRON PIN

ABBREVIATIONS

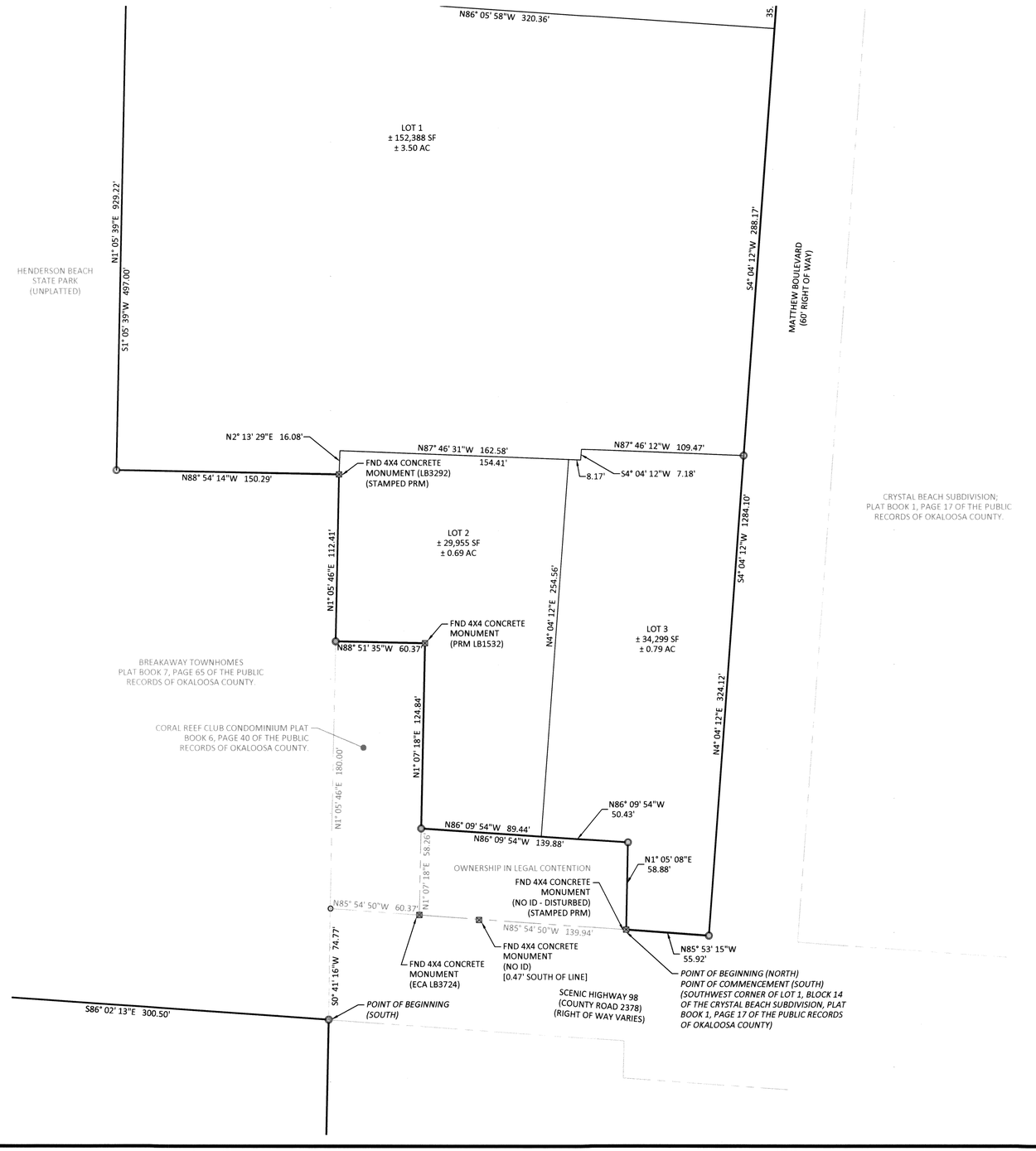
R/W	RIGHT-OF-WAY	NAD83	NORTH AMERICAN DATUM 1983
N	NORTH	DNR	DEPARTMENT OF NATURAL RESOURCES
S	SOUTH	ORB	OFFICIAL RECORD BOOK
E	EAST	PG	PAGE
W	WEST	ELEV / EL	ELEVATION
SQ. FT.	SQUARE FEET	(R)	RECORD DIMENSION
AC.	ACRES	°	DEGREES WHEN USED IN A BEARING OR ANGLE
L1	LINE & NUMBER TO LINE TABLE	'	MINUTES WHEN USED IN A BEARING OR ANGLE
C1	CURVE & NUMBER TO CURVE TABLE	"	SECONDS WHEN USED IN A BEARING OR ANGLE
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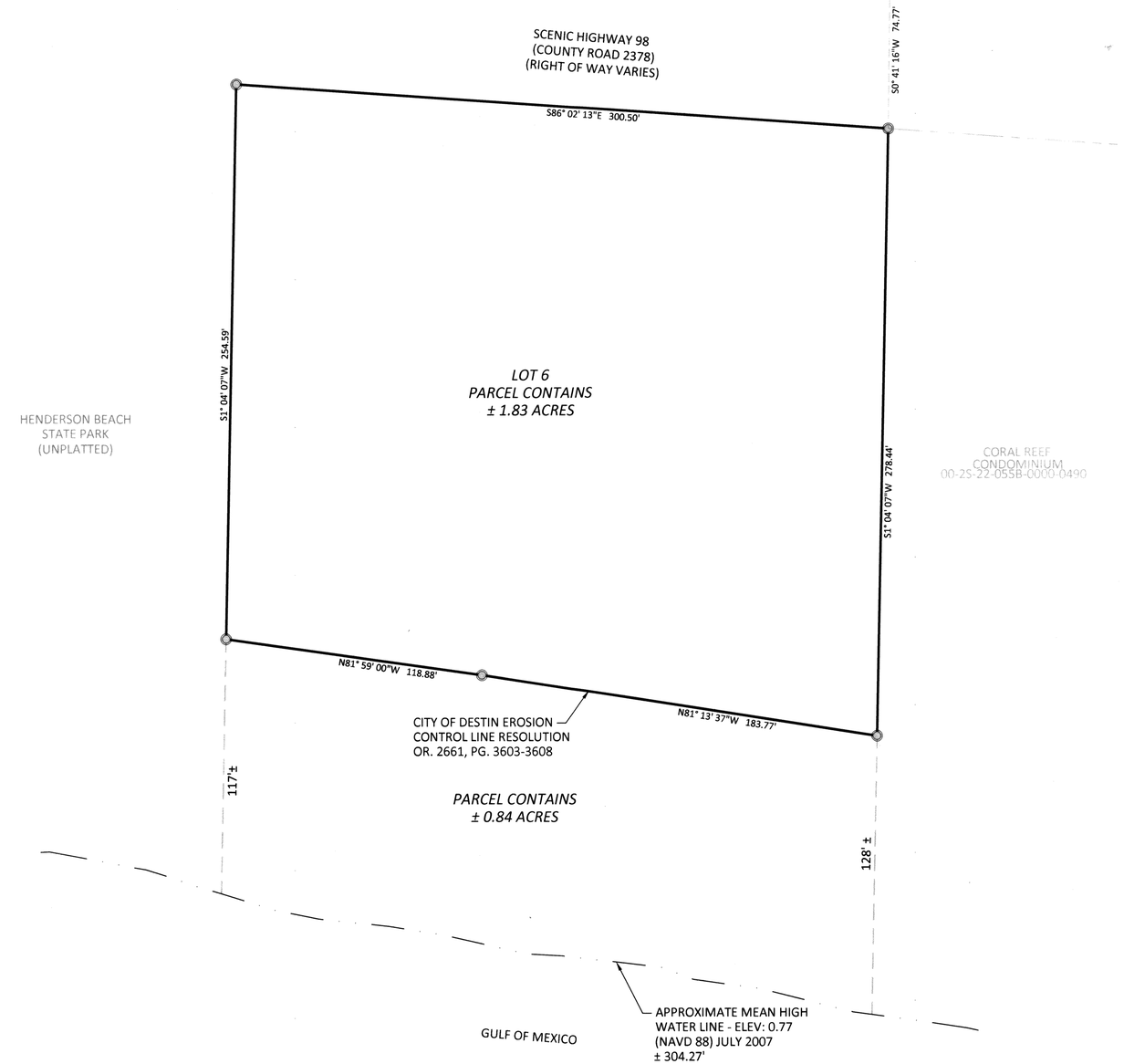
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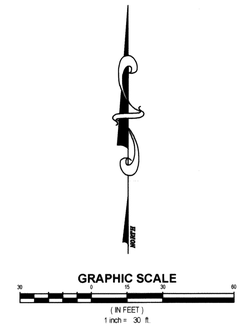
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HENDERSON BEACH RESORT REPLAT

A REPLAT OF HENDERSON BEACH RESORT
PLAT BOOK 26, PAGES 82-86
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
SITUATED IN UNSECTIONALIZED - TOWNSHIP 2 SOUTH - RANGE 22 WEST

SHEET INDEX:

1 - DEDICATIONS, CERTIFICATIONS, DESCRIPTION
2 - KEY MAP
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4 - BOUNDARY LOCATION INFORMATION
5 - BOUNDARY LOCATION INFORMATION

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT DUNAVANT GULF, LLC., A FLORIDA LIMITED LIABILITY COMPANY AND HENDERSON BEACH RESORT HOLDING, LLC., A FLORIDA LIMITED LIABILITY COMPANY, THE OWNERS OF FEE SIMPLE TITLE COVERING THE LANDS DESCRIBED IN THIS REPLAT OF "HENDERSON BEACH RESORT REPLAT" DOES DECLARE THAT IT HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN HEREON, AND DOES HEREBY DEDICATE HENDERSON BEACH RESORT WAY, THE STORMWATER MANAGEMENT FACILITIES AND ANY OTHER COMMON PROPERTY THAT MAY BE CONVEYED BY THE OWNERS TO THE HENDERSON BEACH RESORT MASTER ASSOCIATION, INC.

WITNESS

WITNESS Linda L. Neal

William O. Wagerman
MANAGING MEMBER
DUNAVANT GULF, LLC.,
A FLORIDA LIMITED LIABILITY COMPANY

William O. Wagerman
MANAGING MEMBER
HENDERSON BEACH RESORT HOLDING, LLC.
A FLORIDA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT OF DEDICATION:

COUNTY OF Shelby
STATE OF Tennessee

THIS IS TO CERTIFY THAT ON THE 16th DAY OF November, 2015, BEFORE ME, William O. Wagerman PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED _____ AS IDENTIFICATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS 16th DAY OF November, 2015.

Elizabeth Ann Soucy
NOTARY PUBLIC, STATE OF TENNESSEE

Elizabeth Ann Soucy
PRINTED NAME

MY COMMISSION EXPIRES: 5-12-2016

SEAL

JOINDER AND CONSENT TO DEDICATION:

BANK OF THE OZARKS, AS HOLDER OF MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE PROPERTY HEREON SUBDIVIDED AS HENDERSON BEACH RESORT, DOES HEREBY JOIN IN AND CONSENT TO SAID SUBDIVISION AND THE DEDICATION AS SHOWN ABOVE FOR USES AND PURPOSES HEREON SET FORTH.

Clifton Hill

Clifton Hill

ACKNOWLEDGMENT TO JOINDER AND CONSENT:

COUNTY OF Texas Dallas
STATE OF Texas

THIS IS TO CERTIFY THAT ON THE 13 DAY OF November, 2015, BEFORE ME, Clifton Hill PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED _____ AS IDENTIFICATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS 13 DAY OF November 2015.

Amanda J. Dillon
NOTARY PUBLIC, STATE OF ~~Florida~~ Texas

Amanda J. Dillon
PRINTED NAME

MY COMMISSION EXPIRES: 12-29-2018

SEAL

JOINDER AND CONSENT TO DEDICATION:

REGATTA BAY MANOR, LTD, AS HOLDER OF MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE PROPERTY HEREON SUBDIVIDED AS HENDERSON BEACH RESORT, DOES HEREBY JOIN IN AND CONSENT TO SAID SUBDIVISION AND THE DEDICATION AS SHOWN ABOVE FOR USES AND PURPOSES HEREON SET FORTH.

GENERAL PARTNER
LEGENDARY APARTMENTS, LLC

MANAGER
LEGENDARY GROUP, LTD

GENERAL PARTNER
LEGENDARY HOLDING, INC.

PETER H. BOS
PRESIDENT

ACKNOWLEDGMENT TO JOINDER AND CONSENT:

COUNTY OF Okaloosa
STATE OF Florida

THIS IS TO CERTIFY THAT ON THE 10th DAY OF December, 2015, BEFORE ME, Peter H. Bos PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED _____ AS IDENTIFICATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS 10th DAY OF December, 2015.

Wendy Parker
NOTARY PUBLIC STATE OF FLORIDA

Wendy Parker
PRINTED NAME

MY COMMISSION EXPIRES: 4/13/18

SEAL



LEGAL DESCRIPTION (AS WRITTEN)

PARCEL A (PROPOSED LOT 7)

A PARCEL OF LAND DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF BLOCK 41, CRYSTAL BEACH SUBDIVISION IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, AS RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO NORTH 85°59'01" WEST ALONG THE SOUTHERLY LINE OF THE GULF POWER COMPANY 100 FOOT EASEMENT, A DISTANCE OF 200.24 FEET TO A POINT OF BEGINNING; THENCE SOUTH 01°05'39" WEST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION, 63.54 FEET; THENCE NORTH 88°54'21" WEST, 150.00 FEET; THENCE NORTH 01°05'39" EAST, 71.19 FEET TO A POINT ON SAID SOUTHERLY LINE OF EASEMENT; THENCE SOUTH 85°59'01" EAST ALONG SAID SOUTHERLY LINE OF EASEMENT, 150.21 FEET TO THE POINT OF BEGINNING; CONTAINING 0.23 ACRES, MORE OR LESS. BEARINGS ARE BASED ON THE DEPARTMENT OF NATURAL RESOURCES COASTAL CONSTRUCTION SETBACK LINE BETWEEN MONUMENTS 11-39 AND 11-40 IN OKALOOSA COUNTY, FLORIDA.

PARCEL B (PROPOSED LOT 7)

BEGIN AT THE NORTHWEST CORNER OF LOT 1, BLOCK 41, CRYSTAL BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH ALONG THE WEST LINE OF AFORESAID CRYSTAL BEACH SUBDIVISION A DISTANCE OF 600.00 FEET; THENCE GO WESTERLY PARALLEL TO THE NORTH LINE OF THE AFORESAID CRYSTAL BEACH SUBDIVISION A DISTANCE OF 200.27 FEET; THENCE GO NORTH PARALLEL TO AND 200 FEET WEST OF THE WEST LINE OF CRYSTAL BEACH SUBDIVISION A DISTANCE OF 600.00 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF CRYSTAL BEACH SUBDIVISION; THENCE GO EASTERLY ALONG THE AFORESAID WESTERLY EXTENSION A DISTANCE OF 200.27 FEET TO THE NORTHWEST CORNER OF AFORESAID CRYSTAL BEACH SUBDIVISION AND THE POINT OF BEGINNING.

TOGETHER WITH AND FOR BENEFIT OF PARCELS A AND B AND INGRESS AND EGRESS EASEMENT AS DESCRIBED IN BOOK 2478, PAGE 1150.

ALSO

LOTS 1-6 AND RESORT WAY (PRIVATE RIGHT OF WAY), HENDERSON BEACH RESORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 82, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

TITLE OPINION

PURSUANT TO CHAPTER 177, F.S., THE UNDERSIGNED ATTORNEY, ABSTRACTOR OR TITLE COMPANY, DULY LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT TITLE TO LAND(S) DESCRIBED HEREON IS IN THE NAME OF DEDICATORS AND INDICATED HEREIN AND THAT THERE ARE NO UNSATISFIED MORTGAGES RECORDED AS A MATTER OF RECORD EXCEPT AS SHOWN IN THE JOINDER AND CONSENT.

12/11/15
DATE

Clark Partington Hart Larry Bond & Stackhouse
COMPANY

ATTORNEY AT LAW

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, PERMANENT REFERENCE MONUMENTS HAVE BEEN SET, AND THAT THIS PLAT WAS PREPARED IN COMPLIANCE WITH THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES.

DAVID E. SMITH, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 6432

11/24/15
DATE

INNERLIGHT ENGINEERING CORPORATION
CERTIFICATE OF AUTHORIZATION, LICENSED BUSINESS # 7927
P.O. BOX 459
FORT WALTON BEACH, FLORIDA 32549
850.333.4370 ~ TELEPHONE

CITY ENGINEER'S CERTIFICATE

CITY OF DESTIN
STATE OF FLORIDA

THIS CERTIFIES THAT THE FINAL PLAT OF "HENDERSON BEACH RESORT REPLAT" WAS PRESENTED TO DAVID O. CAMPBELL, P.E., CITY ENGINEER OF DESTIN, FLORIDA, AND APPROVED BY HIM ON THE 7 DAY OF January, 2015.

David O. Campbell
DAVID O. CAMPBELL, P.E.

CITY OF DESTIN APPROVAL:

THE CITY OF DESTIN, HAVING EXAMINED THE WRITTEN PLAT ON THE 7 DAY OF January, 2016 DOES HEREBY APPROVE THE PLAT FOR RECORDING.

GREG KISELA, CITY MANAGER

REY BAILEY, CITY CLERK

CITY OF DESTIN SEAL FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA. THIS DAY 2nd OF December, 2015.

KENRICK S. GALLANDER, AICP

TAX COLLECTOR'S CERTIFICATE

OKALOOSA COUNTY
STATE OF FLORIDA

I, BEN ANDERSON, DO HEREBY CERTIFY THAT THE TAXES HAVE BEEN PAID FOR THE TAX YEAR 2015 FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE, AS OF THIS 7th DAY OF January, ~~2015~~ 2016

Ben Anderson by Justin Mordon
BEN ANDERSON, TAX COLLECTOR
OF OKALOOSA COUNTY, FLORIDA

COUNTY CLERK'S CERTIFICATE OF RECORDING

OKALOOSA COUNTY
STATE OF FLORIDA

I, J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE 11th DAY OF January, 2016 IN PLAT BOOK 27, PAGE 39-43

JD Peacock II by Cauly K Weaver D.C.
J.D. PEACOCK II, CLERK OF CIRCUIT COURT

CITY SURVEYOR'S CERTIFICATE

CITY OF DESTIN
STATE OF FLORIDA

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEWED BY THE CITY SURVEYOR OF DESTIN, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE 2nd DAY OF DECEMBER, 2015.

ERIC B. STUART - PSM# 6707

PURSUANT TO F.A.C. CHAPTER 177.091(27):
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PURSUANT TO F.A.C. CHAPTER 177.091(28):
ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION DOES NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

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CONTINUED DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT HENDERSON BEACH RESORT MASTER ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, THE OWNER OF FEE SIMPLE TITLE COVERING THE LANDS DESCRIBED IN THIS REPLAT OF "HENDERSON BEACH RESORT REPLAT" DOES DECLARE THAT IT HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN HEREON, AND DOES HEREBY DEDICATE HENDERSON BEACH RESORT WAY, THE STORMWATER MANAGEMENT FACILITIES AND ANY OTHER COMMON PROPERTY THAT MAY BE CONVEYED BY THE OWNERS TO THE HENDERSON BEACH RESORT MASTER ASSOCIATION, INC.

WITNESS _____

WITNESS _____

PRESIDENT
HENDERSON BEACH RESORT MASTER ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION

LEGEND

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- ○ PERMANENT CONTROL POINT (PCP) SET NAIL AND DISC (PCP LB7927)
- ☒ FOUND 4X4 CONCRETE MONUMENT
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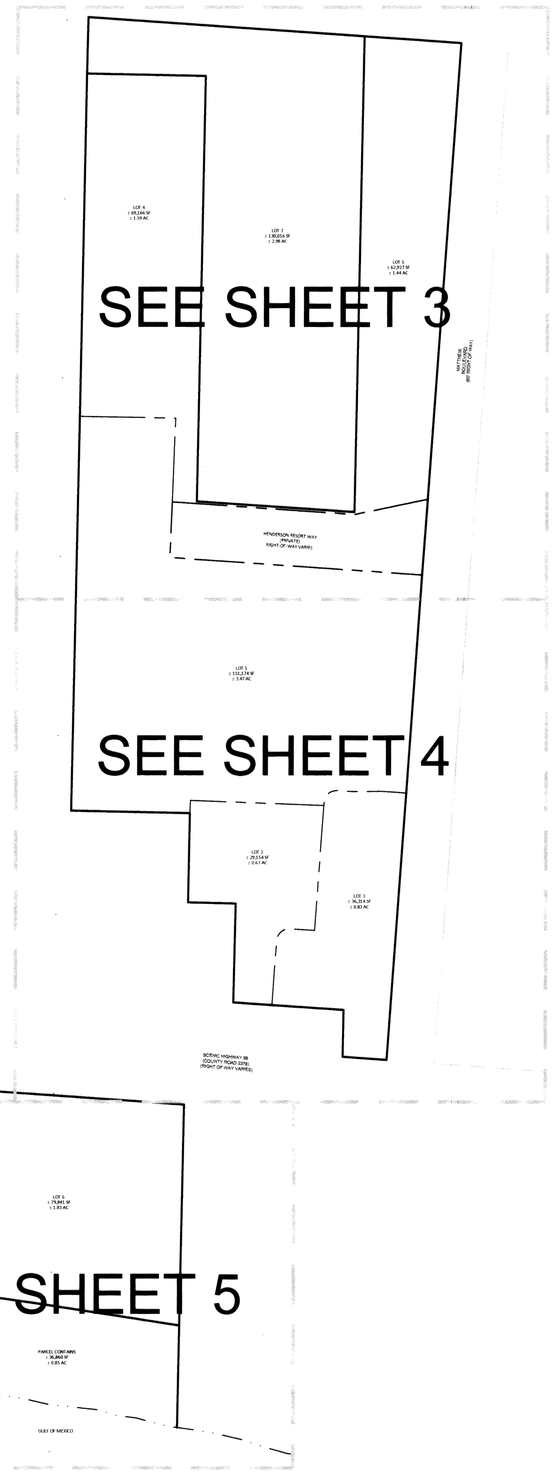
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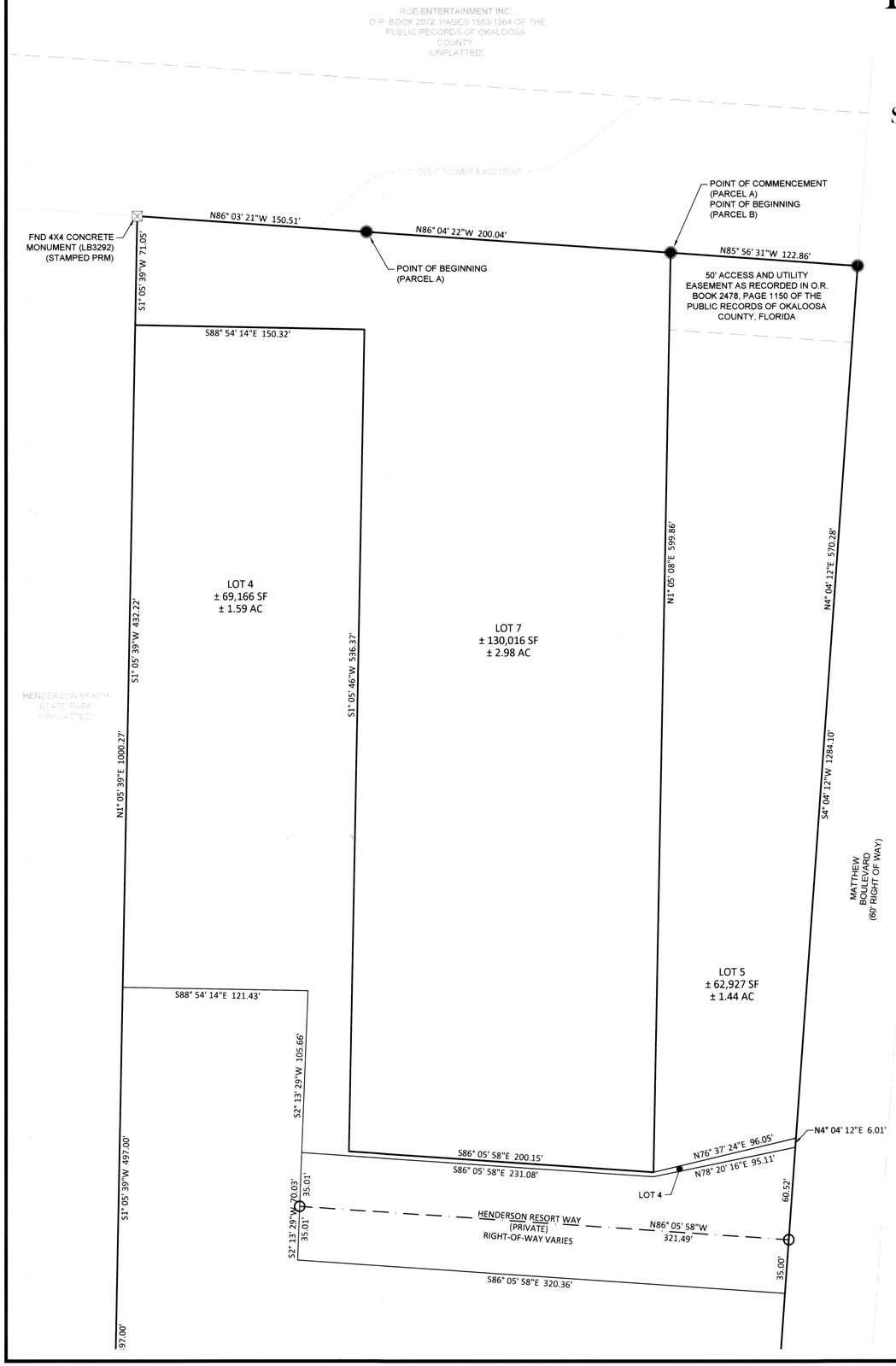
PLAT BOOK 27, PAGE 41.

HENDERSON BEACH RESORT REPLAT

A REPLAT OF HENDERSON BEACH RESORT
PLAT BOOK 26, PAGES 82-86
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
SITUATED IN UNSECTIONALIZED - TOWNSHIP 2 SOUTH - RANGE 22 WEST

SHEET INDEX:

1 - DEDICATIONS, CERTIFICATIONS, DESCRIPTION
2 - KEY MAP
3 - BOUNDARY LOCATION INFORMATION
4 - BOUNDARY LOCATION INFORMATION
5 - BOUNDARY LOCATION INFORMATION





GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 Feet

LEGEND

- PERMANENT REFERENCE MONUMENT (PRM) SET 1/2 " IRON ROD (PRM LB7927)
- PERMANENT CONTROL POINT (PCP) SET NAIL AND DISC (PCP LB7927)
- FOUND 4X4 CONCRETE MONUMENT
- FOUND CAPPED IRON PIN

ABBREVIATIONS

R/W	RIGHT-OF-WAY	NAD83	NORTH AMERICAN DATUM 1983
N	NORTH	DNR	DEPARTMENT OF NATURAL RESOURCES
S	SOUTH	ORB	OFFICIAL RECORD BOOK
E	EAST	PG	PAGE
W	WEST	ELEV / EL	ELEVATION
SQ. FT.	SQUARE FEET	(R)	RECORD DIMENSION
AC.	ACRES	°	DEGREES WHEN USED IN A BEARING OR ANGLE
L1	LINE & NUMBER TO LINE TABLE	'	MINUTES WHEN USED IN A BEARING OR ANGLE
C1	CURVE & NUMBER TO CURVE TABLE	"	SECONDS WHEN USED IN A BEARING OR ANGLE
LB	LICENSED BUSINESS	'	FEET OR DECIMAL THEREOF WHEN USED IN A DIMENSION
#	NUMBER		
ID	IDENTIFICATION	"	INCHES WHEN USED IN A DIMENSION
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929	±	MORE OR LESS

GENERAL NOTES

1. THIS PLAT IS BASED UPON A BOUNDARY SURVEY BY THIS FIRM AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
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NOTICE

FLORIDA STATUTE 177.091 (27)
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PLAT BOOK 27, PAGE 42.

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CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
SITUATED IN UNSECTIONALIZED - TOWNSHIP 2 SOUTH - RANGE 22 WEST

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LEGEND

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- ○ PERMANENT CONTROL POINT (PCP) SET NAIL AND DISC (PCP LB7927)
- ⊠ FOUND 4X4 CONCRETE MONUMENT
- ⊘ FOUND CAPPED IRON PIN

ABBREVIATIONS

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S	SOUTH	ORB	OFFICIAL RECORD BOOK
E	EAST	PG	PAGE
W	WEST	ELEV / EL	ELEVATION
SQ. FT.	SQUARE FEET	(R)	RECORD DIMENSION
AC.	ACRES	°	DEGREES WHEN USED IN A BEARING OR ANGLE
L1	LINE & NUMBER TO LINE TABLE	'	MINUTES WHEN USED IN A BEARING OR ANGLE
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#	NUMBER		
ID	IDENTIFICATION	"	INCHES WHEN USED IN A DIMENSION
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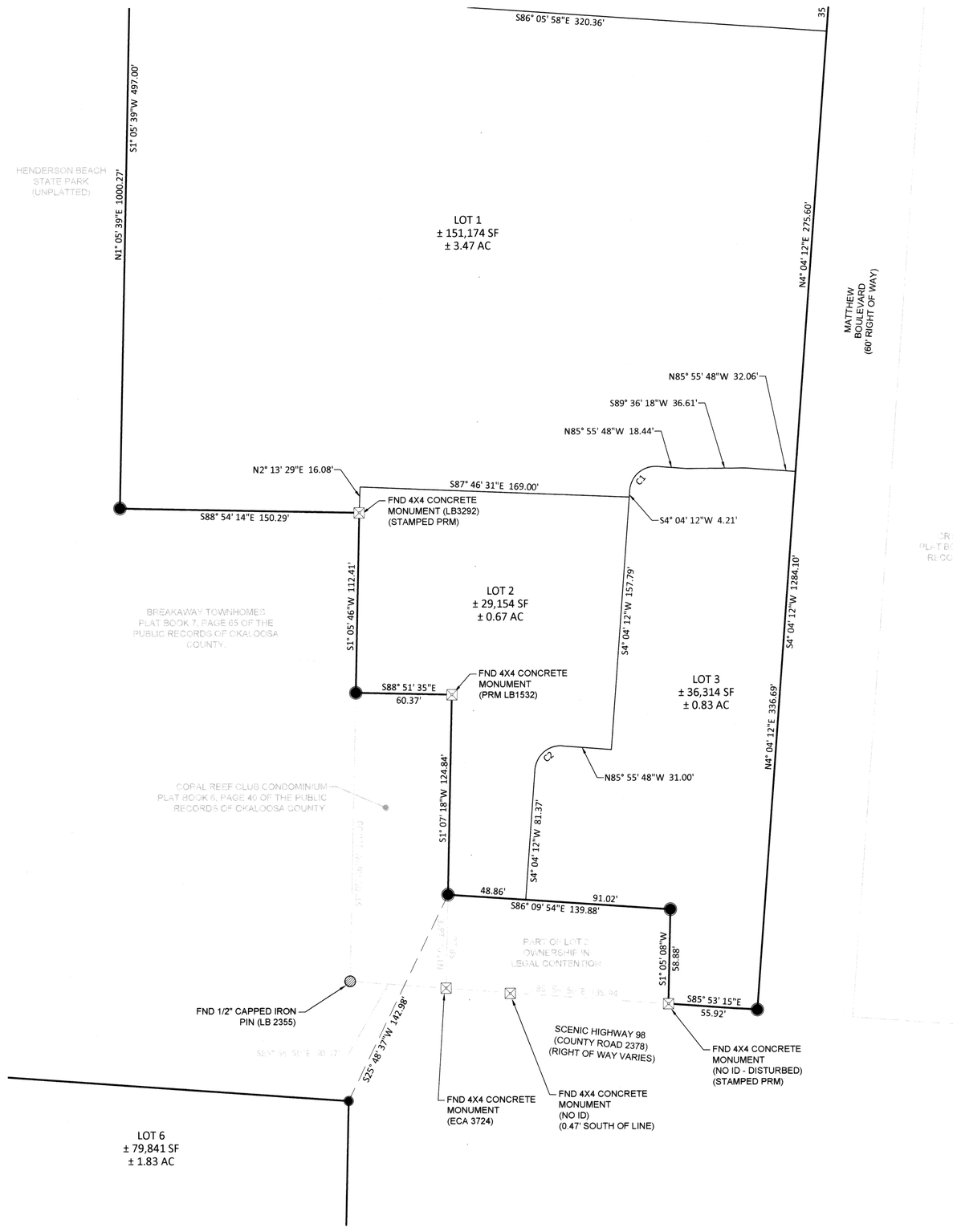
GENERAL NOTES

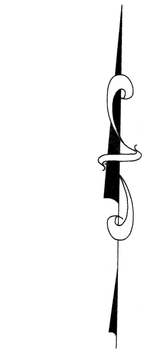
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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	25.13'	16.00'	090°00'00"	S49° 04' 12"W	22.63'
C2	25.13'	16.00'	090°00'00"	S49° 04' 12"W	22.63'





GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 Feet

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CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
SITUATED IN UNSECTIONALIZED - TOWNSHIP 2 SOUTH - RANGE 22 WEST

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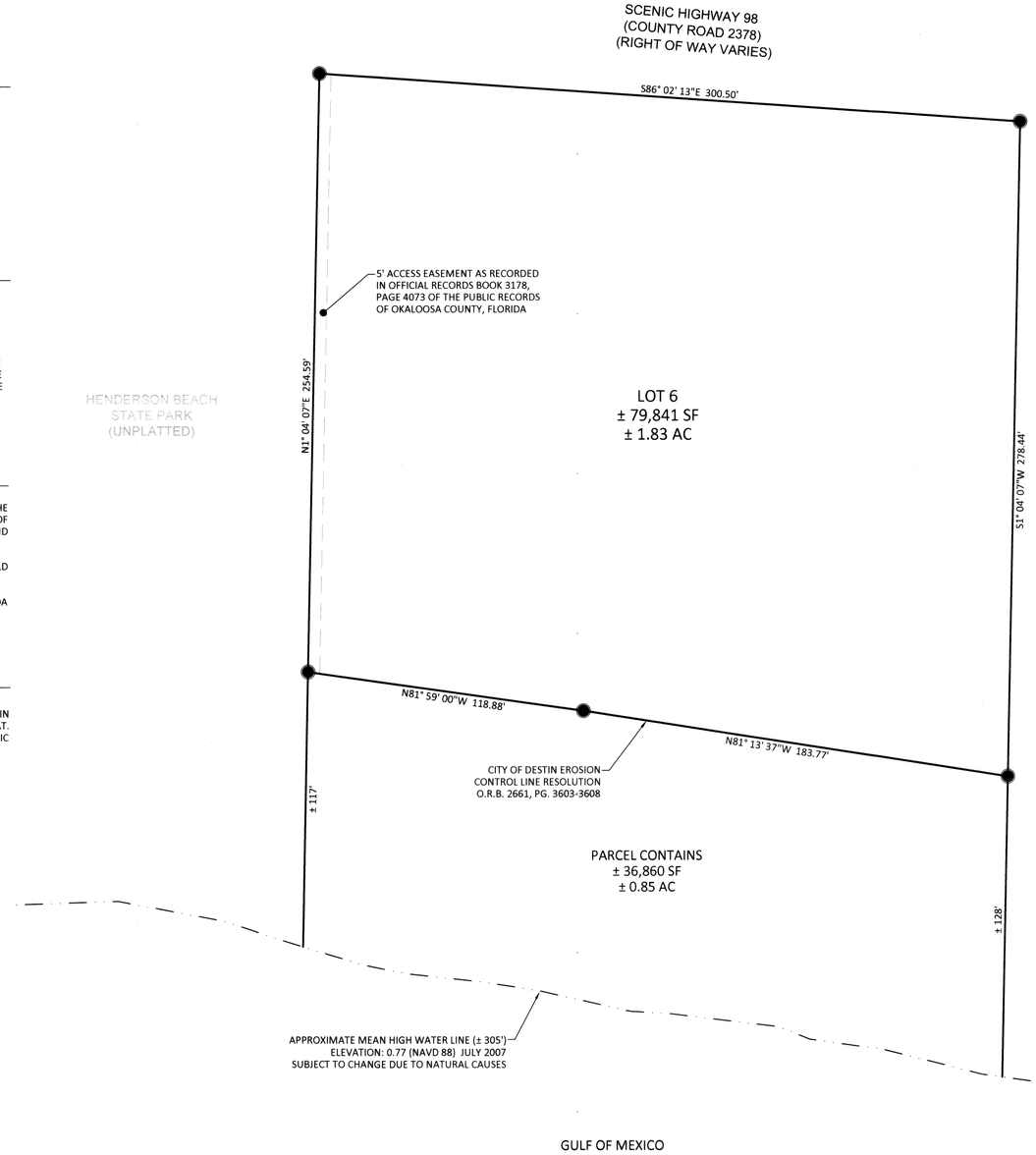
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GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 Feet

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PLAT BOOK _____, PAGE _____.

HENDERSON BEACH RESORT: LOT 7 REPLAT

A REPLAT OF LOT 7, HENDERSON BEACH RESORT REPLAT 3 AS RECORDED
IN PLAT BOOK 29, PAGES 39-40.
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
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SHEET INDEX:

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2 - BOUNDARY LOCATION INFORMATION



VICINITY MAP
NOT TO SCALE

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT DUNAVANT GULF, LLC., A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF FEE SIMPLE TITLE COVERING THE LANDS DESCRIBED IN THIS REPLAT OF LOT 7 OF "HENDERSON BEACH RESORT REPLAT 3" DOES DECLARE THAT IT HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN HEREON, AND DOES HEREBY DEDICATE THE STORMWATER MANAGEMENT FACILITIES AND ANY OTHER COMMON PROPERTY THAT MAY BE CONVEYED BY THE OWNERS TO THE HENDERSON BEACH RESORT MASTER ASSOCIATION, INC. NO LANDS ARE BEING DEDICATED TO THE PUBLIC AS PART OF THIS PLAT.

_____
SHANNON HOWELL

WITNESS _____

_____

WITNESS _____

_____
KELLY LOMAX, MANAGING MEMBER
DUNAVANT GULF, LLC.,
A FLORIDA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT OF DEDICATION:

COUNTY OF _____
STATE OF _____

THIS IF TO CERTIFY THAT ON THE _____DAY OF _____, _____, BEFORE ME, _____ PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED _____AS IDENTIFICATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS _____, DAY OF _____ , _____,

_____
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: _____

_____
PRINTED NAME

_____
SEAL

JOINDER AND CONSENT TO DEDICATION:

CADENCE BANK, AS HOLDER OF MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE PROPERTY HEREON SUBDIVIDED AS HENDERSON BEACH RESORT: LOT 7 REPLAT, DOES HEREBY JOIN IN AND CONSENT TO SAID SUBDIVISION AND THE DEDICATION AS SHOWN ABOVE FOR USES AND PURPOSES HEREON SET FORTH.

_____
MANAGING MEMBER

_____
DATE

ACKNOWLEDGMENT OF DEDICATION:

COUNTY OF _____
STATE OF _____

THIS IF TO CERTIFY THAT ON THE _____DAY OF _____, _____, BEFORE ME, _____ PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED _____AS IDENTIFICATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS _____, DAY OF _____ , _____.

_____
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: _____

_____
PRINTED NAME

_____
SEAL

PURSUANT TO CHAPTER 177.091(27):
NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PURSUANT TO CHAPTER 177.091(28):
ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION DOES NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

LEGAL DESCRIPTION:

LOT 7, HENDERSON BEACH RESORT REPLAT 3 AS RECORDED IN PLAT BOOK 29, PAGES 39-40 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA. THIS DAY _____ OF _____, _____.

_____
GERALD MUCCI, DIRECTOR OF COMMUNITY DEVELOPMENT

CITY SURVEYOR'S CERTIFICATE:

CITY OF DESTIN
STATE OF FLORIDA

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEWED BY THE COUNTY SURVEYOR OF OKALOOSA COUNTY, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE _____ DAY OF _____ , _____ .

_____
ERIC B. STUART - PSM#6707

TITLE OPINION:

PURSUANT TO CHAPTER 177, F.S., THE UNDERSIGNED ATTORNEY, ABSTRACTOR OR TITLE COMPANY, DULY LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT TITLE TO LAND(S) DESCRIBED HEREON IS IN THE NAME OF DEDICATORS AND INDICATED HEREIN AND THAT THERE ARE NO UNSATISFIED MORTGAGES RECORDED AS A MATTER OF RECORD EXCEPT AS SHOWN IN THE JOINDER AND CONSENT.

_____
DATE

_____
COMPANY

_____
ATTORNEY AT LAW

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, PERMANENT REFERENCE MONUMENTS HAVE BEEN SET, AND THAT THIS PLAT WAS PREPARED IN COMPLIANCE WITH THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES.

_____
G.A. "JOSH" SMITH, PSM
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER #7186
INNERLIGHT ENGINEERING CORPORATION
CERTIFICATE OF AUTHORIZATION, LICENSED BUSINESS # 7927
11490 EMERALD COAST PARKWAY
MIRIMAR BEACH, FLORIDA 32550
850.424.5855 – TELEPHONE

_____
DATE

DESTIN PUBLIC SERVICES APPROVAL:

CITY OF DESTIN
STATE OF FLORIDA

PRESENTED TO AN APPROVED BY THE PUBLIC SERVICES DIRECTOR OF THE CITY OF DESTIN, FLORIDA THIS _____ DAY OF _____ _____, _____ .

_____
MICHAEL BURGESS
PUBLIC SERVICES DIRECTOR

CITY OF DESTIN APPROVAL:

THE CITY OF DESTIN, HAVING EXAMINED THE WRITTEN PLAT ON THE _____ DAY OF _____, _____, DOES HEREBY APPROVE THE PLAT FOR RECORDING.

_____
BOBBY MAGNER, MAYOR

_____
REY BAILEY, CITY CLERK

_____
A. LOUIS ZUNGUZE, CITY MANAGER MEMBER

TAX COLLECTOR'S CERTIFICATE:

OKALOOSA COUNTY
STATE OF FLORIDA

I, BEN ANDERSON, DO HEREBY CERTIFY THAT THE TAXES HAVE BEEN PAID FOR THE TAX YEAR _____ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE, AS OF THIS _____ DAY OF _____ , _____.

_____
BEN ANDERSON, TAX COLLECTOR
OF OKALOOSA COUNTY, FLORIDA

COUNTY CLERK'S CERTIFICATE OF RECORDING:

OKALOOSA COUNTY
STATE OF FLORIDA

I, J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____ , _____, IN PLAT BOOK _____ , PAGE _____ .

_____
J.D. PEACOCK II, CLERK OF CIRCUIT COURT

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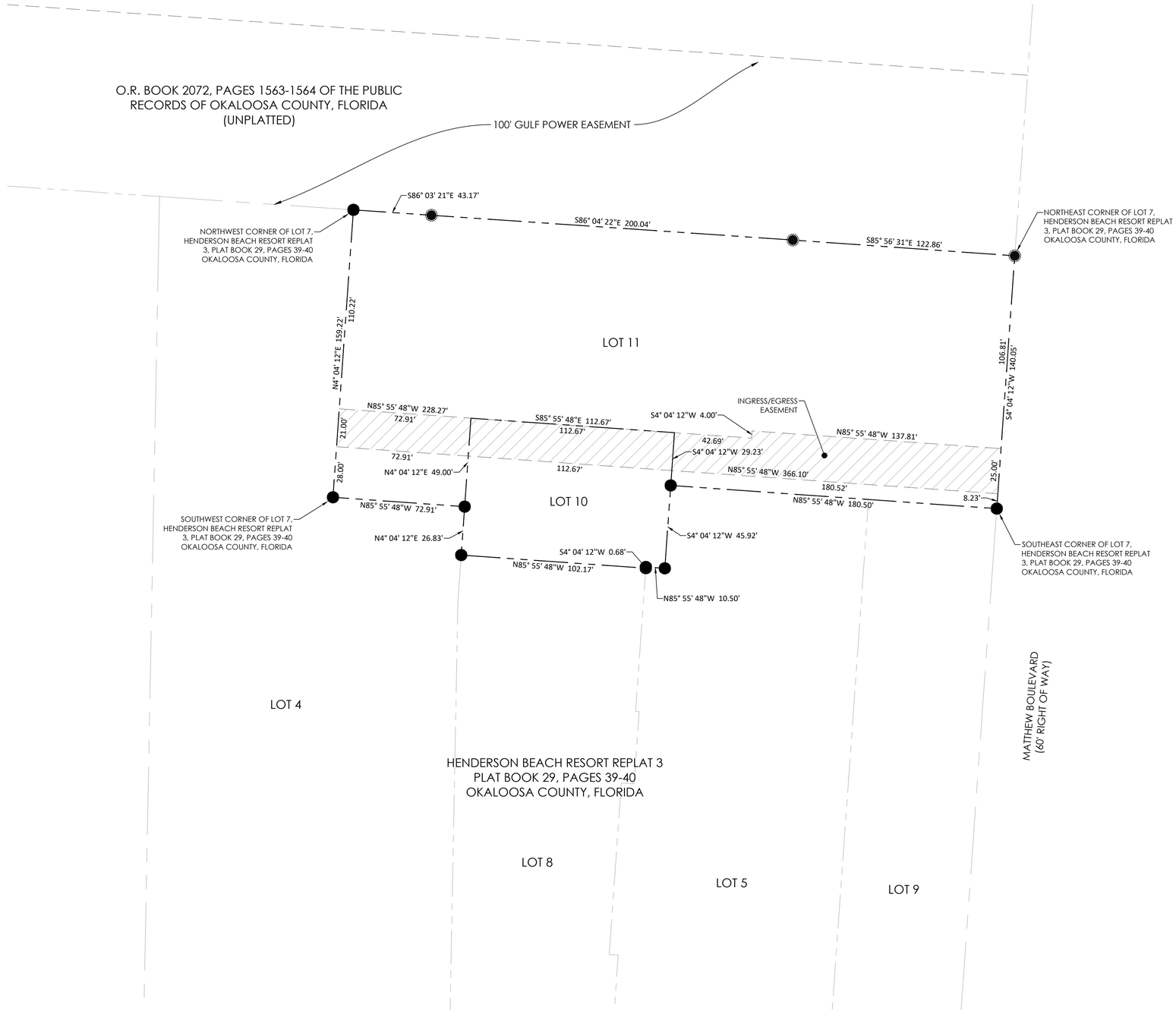
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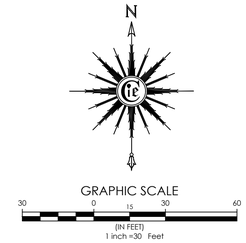
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ABBREVIATIONS

R/W	RIGHT-OF-WAY
N	NORTH
S	SOUTH
E	EAST
W	WEST
LB	LICENSED BUSINESS
MFFE	MINIMUM FINISHED FLOOR ELEVATION
°	DEGREES WHEN USED IN A BEARING OR ANGLE
'	MINUTES WHEN USED IN A BEARING OR ANGLE
"	SECONDS WHEN USED IN A BEARING OR ANGLE
'	FEET OR DECIMAL THEREOF WHEN USED IN A DIMENSION
Δ	DELTA
"	INCHES WHEN USED IN A DIMENSION
±	MORE OR LESS
BSL	BUILDING SETBACK LINE
UTE	UTILITY EASEMENT
CL	CHORD LENGTH
CB	CHORD BEARING
BFE	BASE FLOOD ELEVATION
UTE	UTILITY EASEMENT

LEGEND

- PERMANENT REFERENCE MONUMENT (PRM) FOUND 1/2" IRON PIN (PRM 7927)
- FOUND PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IRON PIN (PRM 7927)

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From: Eric Stuart
To: Daniel Butler
Cc: Planning
Subject: RE: SUB-001479-2024 - Henderson Beach Resort Replat - TRC Review 2
Date: Friday, December 20, 2024 9:20:47 AM
Attachments: image001.png

Hi Daniel,

The plat is conditionally approved. The only very minor comment I have is there appears to be ambiguity in the legend between found and set in the 2nd symbol in the legend.

I don't need to see it again to approve it; just revise the sentence when plotting to mylars.

Thanks,
Eric

Eric Stuart, LS, CFedS
Director – Florida Operations

SAM
Direct (850) 610-7148
Cell (850) 685-1149
www.sam.biz

From: Daniel Butler <dbutler@cityofdestin.com>
Sent: Friday, December 20, 2024 8:41 AM
To: Eric Stuart <eric.stuart@sam.biz>
Cc: Planning <Planning@cityofdestin.com>
Subject: FW: SUB-001479-2024 - Henderson Beach Resort Replat - TRC Review 2

Good morning Eric,

Just wanted to follow up on the subject review. Please let me know if you have any questions/concerns.

Happy Holidays,

The City of Destin is updating and rewriting the Land Development Code (LDC). The link below will take you to the available draft Articles and a comment form for any comments you have for review. So please comment and contribute to the viability of Destin's future!
www.cityofdestin.com/688/LDC-Rewrite

Please check out the new interactive Planning and Zoning Map!

City of Destin Interactive Zoning Map

DANIEL BUTLER
Principal Planner
CITY OF DESTIN | Community Development
4100 Indian Bayou Trail
Destin, FL 32541
t: 850-654-1119

Disclaimer: *Florida has a very broad public records law. As a result, any written communication created or received by the City of Destin will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.*

From: Daniel Butler
Sent: Friday, December 6, 2024 9:40 AM
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Cc: Eric Stuart <eric.stuart@sam.biz>; Planning <Planning@cityofdestin.com>
Subject: SUB-001479-2024 - Henderson Beach Resort Replat - TRC Review 2

Good morning TRC members,

Please see the link below to access the resubmitted plat document for the subject project –

TRC Review 2

If you have already provided an approval and/or this is not applicable to you, please disregard this email. Otherwise, please provide Staff with any comments and/or approvals by **close of business on Wednesday, December 18, 2024.**

Feel free to reach out with any questions/concerns.

Regards,

The City of Destin is updating and rewriting the Land Development Code (LDC). The link below will take you to the available draft Articles and a comment form for any comments you have for review. So please comment and contribute to the viability of Destin's future!

www.cityofdestin.com/688/LDC-Rewrite

Please check out the new interactive Planning and Zoning Map!

City of Destin Interactive Zoning Map

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CITY OF DESTIN | Community Development
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MINUTES
EXECUTIVE SESSION
CITY COUNCIL
FEBRUARY 18, 2025
5:00 PM
CITY HALL ANNEX COUNCIL CHAMBERS

The Council of the City of Destin met at an executive session with the following members and staff present:

Council Present
Mayor Bobby Wagner
Councilmember Terésa Hebert
Councilmember Jim Bagby
Councilmember Sandy Trammell
Councilmember Rodney Braden

Staff Present
City Manager Larry Jones
City Clerk Rey Bailey
City Attorney Kimberly Romano Kopp
William G. Warner, Esq.

Others Present
Liz Reyes, Court Reporter

CALL TO ORDER

1. EXECUTIVE ATTORNEY-CLIENT SESSION: Pursuant to Section 286.011(8), Florida Statutes, the City's Special Counsel will be seeking the advice of the City Council regarding settlement negotiations and/or strategy related to litigation expenditures concerning the pending litigation:

   ***Destin Fishing Fleet, Inc., v. City of Destin,* Okaloosa County Court Case No. 2019-CA-00425-F, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida**

Mayor Wagner convened the meeting and announced that:

"This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Northwest Florida Daily News, on Wednesday, February 12, 2025.

The City Attorney states as follows:

"Pursuant to §286.011(8), Florida Statutes, at this time, I would like to request that we adjourn to executive session so that I, the attorney of record for the City of Destin in:

***Destin Fishing Fleet, Inc., v. City of Destin,* Okaloosa County Court Case No. 2019-CA-00425-F, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida**

may receive the Council's advice regarding the strategy to be used in this case and the type of expenses to be incurred."

The entire session would be recorded by a court reporter, the transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed today. A copy of the published notice of this executive session is hereby identified as Exhibit A and will be attached to the transcript of this executive session.

In addition to the Mayor and City Council members in attendance tonight, the following persons will attend the session:

Attorneys for the City: ***William G. Warner, Esq.***
Warner Law Firm, P.A.
519 Grace Avenue
Panama City, Florida 32401

Kimberly Romano Kopp, Esq., LEED AP
Romano Kopp Law, PA.
P.O. Box 445
Destin, Florida 32541-0445

City Manager: ***Larry Jones***

The City Attorney (Cont.)

"At this time will the mayor and council members in attendance please identify yourselves for the record?"

The following members of the city council each announced their presence:

Mayor Bobby Wagner
Councilmember Rodney Braden
Councilmember Sandy Trammell
Councilmember Jim Bagby
Councilmember Terésa Hebert

The City Attorney (Cont.)

"I estimate that this executive session will take approximately 30 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the mayor will end the session."

Mayor Wagner states that:

"At this time, we will recess the public portion of tonight's meeting and convene the executive session.

Individuals whose names are not listed in the published notice left the room and the executive session convened.

Once the closed session ended and the City Clerk has returned, Mayor Wagner states:

"We will now reconvene the public portion of this meeting and I will accept any motions from the council."

Councilmember Bagby made a motion to direct the legal counsel and the City Attorney to appeal the ruling and to engage with the insurance company and find out if they were willing to split the cost of the appeal. Councilmember Hebert provided a second to the motion, which passed 4-0 (Council members Bagby, Hebert, Trammell, and Braden voted "yes"; Council members Schmidt, Geile, and Destin were absent from the meeting.

ADJOURNMENT:

Having no further business at this time, the mayor adjourned the meeting at 5:25 PM.

ADOPTED THIS 3RD DAY OF MARCH 2025
By:

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 18, 2025
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 Sandy Trammell
Councilmember Kevin Schmidt
Councilmember Torey Geile
Councilmember Dewey Destin
Councilmember Jim Bagby
Councilmember Rodney Braden

Destin City Staff

City Manager Larry Jones
Parks & Recreation Director Lisa Firth
Public Works Director Michael Burgess
Projects/Grants/Contract Manager Jeffrey Cozadd
Parks & Rec Deputy Director Ryan Reed
Public Information Director Tamara Young
City Attorney Kimberly Kopp
City Clerk Rey Bailey
Finance Director Krystal Strickland
Code Compliance Manager Troy Williams
Building Official Noell Bell
Recreation Department Brian Myers
IT Director Andy Peters
Recreation Department Brian Kellar

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor Steve Farris of the First Baptist Church in Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

- Consent Agenda items 3A, 3B, and 3E pulled for discussion.
- Move 6A3 – *Noise Ordinance* – to the next council meeting.
- Place the topic *Residential Design Standards* to the agenda section under Councilmember Trammell comments.
- Move the topic *Lobbyist Engagement Policy* to the agenda section under Mayor Wagner comments

Motion by Councilmember Schmidt, seconded by Councilmember Bagby, to approve the agenda, as amended, passed 6-0 (Councilmember Hebert was absent from the meeting).

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

A. Update from DEP on Construction of Norriego Point Park and Joe's Bayou Improvements

The Public Information Director provided the following update on two major construction projects: Norriego Point and Joe's Bayou/Mattie Kelly Park Improvements. She stated that the full details of these projects, including timelines and progress reports, have been made available on the city's website under "News & Info."

- The permit applications have been submitted to the relevant agencies, and public notifications were completed without objections.
- The DEP permit has been received, while the COE permit is still pending. Once the COE permit is obtained, the 90% design plans will be finalized, reviewed by city staff, and presented to the Parks and Recreation Committee, as well as the city council, anticipated to occur this month or next.
- The plans will then be submitted to the City's Development Department for a development order (DO). Following the receipt of the DO, the DEP will advertise construction bids, with the bidding and award process expected to take place between May and July 2025. Substantial completion of construction is projected for February 2027.
- Field investigations, data collection, and public outreach have been completed. Updates are available on the dedicated Joe's Bayou website with project details and diagrams.
    - Bid advertisement & contract award: May–July 2025
    - Substantial completion: February 2027

Councilmember Schmidt inquired whether construction fencing will be installed along the entire length of Norriego Point. He suggested that if fencing is in place, it should effectively prevent boats from accessing the construction area.

The Public Information Director confirmed that signage has been placed but will follow up on fencing details before March to explore proactive measures the city could take.

Councilmember Destin requested an update on parking availability alongside the extension of Gulf Shore Drive, given that the park will require adequate parking.

Staff confirmed that roadwork is nearly complete, with only the final lift remaining. Once the park is finished, striping and painting will be completed, and the road will be fully operational.

Councilmember Trammell asked whether boats will still be able to park in the embayment on the opposite side of Norriego Point during construction, or if those areas will be blocked as well.

The Public Information Director recalled that fencing was initially planned for the embayment side, not the harbor side, but will verify whether this plan has changed and provide an update at the next meeting.

Councilmember Bagby proposed that the city prohibit all boat parking on the harbor side of Norriego Point until construction is complete. He expressed concerns about inconsistent enforcement if parking rules changed weekly based on project progress. A uniform restriction would simplify enforcement and support the construction timeline.

The Public Information Director stated that the DEP could fully support such a restriction but noted that no official policy has been implemented yet.

2. PUBLIC COMMENTS

Mr. Dan Dulles, a Destin resident, addressed the council regarding the ongoing work by Live Oak Fiber Company in his neighborhood. He noted that the company is currently installing conduit for fiber optic cables along his street as well as Juanita Drive. While he was uncertain about the full extent of the project, he observed that a significant portion of the area was being worked on. He commended the company for the quality of their work. He had concerns that the installation might damage his sprinklers, but after checking them following the recent cold weather, he found that everything was still in working order. He concluded his remarks by extending his appreciation to the city for coordinating the project and commending the workers for their professionalism.

Mr. Steve Napier, a Destin resident, expresssed his gratitude for the city's efforts in addressing a long-standing flooding issue in his neighborhood. He specifically thanked the city for installing a swale, which has helped mitigate some of the flooding problems on his street. Additionally, he appreciated the city’s work in cleaning out drains in the area, noting that these efforts have made a significant difference.

Mr. Napier then brought attention to another concern in his neighborhood, highlighting a safety hazard at the corner of TeePee and Indian Bayou North. He described a large hole near the curve in that area, which he feared could pose a danger, particularly to children. He recalled that a few months ago, the city’s road department or another entity placed a cone to mark the hole. However, he expressed concern that children might not heed the warning, especially during snowy conditions, increasing the risk of injury. He urged the council to be aware of the issue and consider addressing it before an accident occurs.

3. CONSENT AGENDA

A. Community Center Windows and Door Replacement, Roof Sealing, Stucco Repair RFP 25-01-REC
B. Park Master Plan - Agreement and Work Authorization
C. Coastal Engineering Services - Taylor Engineering, Inc.
D. Dredge Interlocal with the County
E. Contract Approval - Paystar
F. Approval of minutes of January 21, 2025 Special City Council Meeting
G. Approval of minutes of January 6, 2025 Council Executive Session

H. Approval of minutes of December 16, 2024 Regular City Council Meeting

Consent Agenda items 3A, 3B, and 3E were pulled for discussion.

Motion by Councilmember Bagby, seconded by Councilmember Destin, to approve Consent Agenda items 3C, 3D, and 3F through 3H, passed 6-0 (Councilmember Hebert was absent from the meeting).

Consent Agenda item 3A:

Councilmember Bagby raised concerns about the approach the city was taking to address water leaks at the Community Center. He pointed out that the current process—bringing in general contractors to assess the issues and provide bids—was problematic. Instead, he suggested that the city issue a Request for Proposal (RFP) for an inspection by a qualified professional who specializes in identifying water intrusion issues. He explained that an inspector could provide a comprehensive list of necessary repairs, such as sealing specific windows, fixing sections of the roof, and repairing doors. This approach, he argued, would create a clear scope of work for contractors, ensuring consistency in the bids received. He expressed concern that relying on general contractors to identify the problems could lead to discrepancies, as different contractors might have expertise in different areas, resulting in bids that were difficult to compare.

Councilmember Geile responded by expressing concern about the potential for costly change orders if an inspector or engineer set the scope of work without deep expertise in waterproofing or roofing. He shared his experience as a contractor, stating that engineers and inspectors often lack the specialized knowledge needed to fully understand certain repair needs. This gap, he warned, could lead to significant cost overruns when unexpected issues arose, as contractors would then charge substantial amounts for change orders.

Councilmember Bagby acknowledged Councilmember Geile's concerns but countered by sharing his own experience, where relying on general contractors to identify issues had led to missed problems and subsequent change orders. He emphasized the importance of hiring a qualified inspector—not necessarily an engineer—who had expertise in detecting and diagnosing water leaks. He suggested that by having a professional pinpoint the specific causes of leaks, the city could avoid the cycle of repeated, unsuccessful repairs. He noted that this was the third time he had been on the council that the city had attempted to fix the leaks at the Community Center, yet the problem persisted. His goal, he said, was to ensure that the city got an accurate and thorough assessment of what needed to be done to permanently resolve the issue.

Councilmember Braden then raised concerns about accountability, questioning whether the city had ever held anyone responsible for failed repairs in the past. He pointed out that despite multiple attempts to fix the leaks, the problem had not been resolved. He expressed skepticism about whether the city would be able to hold future contractors accountable, given its track record.

The City Manager responded, acknowledging Councilmember Braden's concerns. He explained that while holding contractors accountable could be challenging, the city's goal was to structure the contract in a way that required the contractor to guarantee the effectiveness of the repairs. He stated that the city could incorporate language into the contract specifying that the

work needed to resolve the issue, and if it did not, there would be clear recourse available. He acknowledged that in government projects, it was not uncommon to spend money on repairs only to face the same issues again later, but the city was committed to avoiding that cycle as much as possible.

Councilmember Bagby moved to direct staff to either secure a contractor or bring back an RFP for inspection of the community center. The goal of the inspection is to identify necessary repairs, including addressing the water leak, and providing a comprehensive report to the council. Councilmember Trammell provided a second to the motion, which passed 5-1 (Council member Schmidt, Geile, Bagby, Destin, and Trammell voted "yes"; Councilmember Braden voted "no"; Councilmember Hebert was absent from the meeting).

Consent Agenda item 3B:

Mayor Wagner initiated the discussion by expressing concerns about certain budget items included in the parks planning proposal. He noted that after reviewing the line items, he identified several expenses that appeared redundant or unnecessary, particularly given the city's prior investments in public input and survey efforts. He cited the $7,200 allocated for a park site evaluation, questioning its necessity given that the Parks Committee is already tasked with conducting such evaluations. Additionally, he pointed out the $116,000 designated for a statistically valid survey, arguing that between the SRS Plan, the citizen survey, and other mobility-related surveys, the city likely already has sufficient data. Lastly, he questioned the $6,300 allocated for a park and recreation system visioning workshop, especially since a similar workshop was already scheduled. Mayor Wagner emphasized that while he supports the overall parks planning initiative, he found approximately $50,000 in potential savings and urged further discussion before approving the expenditure.

Councilmember Trammell responded by acknowledging the mayor's concerns but highlighted key differences between previous studies and the current proposal. She noted that while past surveys, such as those conducted under the SRS Plan, provided broad recommendations, they did not delve into the specific needs of individual parks. She stressed that the proposed surveys and workshops would provide a more in-depth analysis, helping the city determine not just the need for additional green space but also what specific amenities and features residents would like to see in those spaces. She pointed to past public input efforts, such as the survey conducted for Joe's Bayou, as an example of how direct citizen engagement can provide valuable insights. While she agreed that the costs were high, she argued that long-term master planning is essential for guiding future development and ensuring alignment between the city's vision and its budgeting priorities.

Councilmember Bagby also shared concerns about redundancy, particularly regarding the collection and analysis of demographic information. He noted that this would be the eighth time in the last year and a half that such a demographic study had been conducted, questioning whether it was necessary to allocate resources for yet another analysis. Additionally, he raised concerns about the exclusion of the Parks Foundation from the consultation process. He recalled that the council had previously directed that the Parks Foundation be included in the RFP process but did not see that reflected in the current proposal. He emphasized that the foundation could play a crucial role in shaping the city's parks strategy and that its exclusion was a notable oversight.

Councilmember Destin suggested that, as a compromise, the council tables the decision until after the upcoming visioning session. This would allow for further evaluation of the proposal and provide an opportunity to trim unnecessary expenditure before moving forward.

Councilmember Destin moved to table this item until the council meeting following the visioning session, allowing time to refine it to the most appropriate elements. The motion was seconded by Councilmember Bagby. Motion passed 4-2 (Council members Geile, Bagby, Destin, and Braden voted "yes"; Council members Schmidt and Trammell voted "no"; Councilmember Hebert was absent from the meeting).

Consent Agenda item 3E:

Councilmember Destin opened the discussion by requesting a synopsis of the city's current credit card processing arrangement. He noted his long-standing experience dealing with credit card processors and the added fees associated with transactions. Seeking clarification, he asked the Finance Director whether the city was currently covering the credit card processing fees rather than passing them on to customers.

The Finance Director confirmed that the city pays for all merchant service fees associated with credit card transactions. She explained that the city's primary processor has been Global Payments, which was selected because it was one of the few processors compatible with the EnerGov (Compass) software. However, as the city transitions to the MGO system, a new processor, Paystar, has been identified as a more cost-effective alternative.

Councilmember Destin asked if Paystar would impose a 3% processing fee and whether that fee would be charged to customers instead of the city. The Finance Director explained that the contract included an option:

- The city could choose to pass the fee on to customers, meaning the 3% surcharge would be added to customer transactions.
- Alternatively, the city could continue absorbing the cost, which would be funded directly from the general fund.

Councilmember Destin inquired about the effective percentage rate the city has been paying on transactions.

The Finance Director noted that due to the complexity of credit card processing fee structures—including gateway fees, interchange fees, and card-type variations—there is no single fixed rate. However, she estimates that the city has effectively been paying around 7% with Global Payments.

Councilmember Destin expressed strong concern, stating that 7% was an excessively high rate, particularly in comparison to his restaurant businesses, where processing fees range from 1.8% to 2.1%.

The Finance Director agreed that the city had been overpaying but reiterated that Global Payments was chosen primarily for its compatibility with EnerGov. Now, with the transition to MGO, Paystar would offer a more reasonable flat 3% rate.

The IT Director explained that in order to work directly with Visa, Mastercard, or American Express, the city would need to establish significant banking infrastructure, including:

- A bank account capable of nightly batching transactions.
- A system to receive funds from customer payments, temporarily hold them, and then transfer them to the city's account.
- Compliance with Payment Card Industry (PCI) regulations, including secure storage of customer data.

The IT Director pointed out that businesses, such as restaurants, also rely on third-party payment processors rather than working directly with credit card companies. The difference, however, is that businesses can shop around annually for the lowest available processing rates.

Councilmember Destin raised concerns regarding the Paystar contract, particularly a clause allowing Paystar to share customer payment data. He sought assurances that the city could restrict Paystar from selling customer information to third-party vendors for marketing purposes.

The City Attorney indicated that while public records laws may limit the city's ability to prevent data sharing, the city could prohibit the sale of customer data to advertisers.

Additionally, Councilmember Destin flagged a provision in the contract that allows Paystar to increase processing fees with 60 days' notice. While the contract contained exit clauses, he expressed concern about the potential for unexpected fee increases over time.

Councilmember Bagby emphasized the importance of identifying breakpoints in processing fees. He noted that credit card processors often lower their rates based on transaction volume. Large businesses processing millions of dollars in credit card payments typically negotiate lower rates than smaller entities. He requested that staff ask Paystar for details on its fee structure and breakpoints.

Councilmember Bagby moved to approve the contract with Paystar and to proceed with integrating Paystar with the city's new software solution; seconded by Councilmember Trammell. Motion passed 5-1 (Council members Schmidt, Geile, Bagby, Trammell, and Braden voted "yes"; Councilmember Destin voted "no"; Councilmember Hebert was absent from the meeting).

4. CITY MANAGER REPORTS

A. Community Development Director Position Update

The City Manager provided an update on the hiring process for the Community Development Director position. He stated that Mr. Louis Zunguze, who had been previously considered for the role, was unable to take the position at this time. However, if his circumstances changed, he was encouraged to reapply. The position remains open, and the city has expanded its recruitment efforts. The job is now featured on the front page of the American Planning Association's website, which is expected to attract more qualified applicants.

Councilmember Schmidt inquired about who was currently in charge of the Community Development Department in the absence of a director. The City Manager responded that Deputy

Director Steve O'Connor had assumed leadership responsibilities as outlined in his job description. He added there was a provision for compensation for Mr. O'Connor for the additional work and that he was working with the HR Director to ensure it was implemented.

B. Confirmation of Appropriation Requests

The City Manager outlined the city's appropriation requests, which were presented at a legislative meeting in Crestview. The requests included:

- Mattie Kelly Outfall Project ($1 million)
- Crosstown Connector ($3 million)
- Clement Taylor Park Improvements ($1 million)

He stated that a previous discussion had left the Stahlman Intersection Improvement request unresolved. However, based on further research, the city now believes that undergrounding the facility may be more cost-effective than an overhead approach. Consequently, the City Manager recommended that the council formally include this request as the fourth component of the city's lobbying efforts.

The City Manager also noted that, outside of legislative appropriations, the city was exploring alternative funding sources such as grants and agency funding. The city's lobbyist was actively engaged in identifying additional opportunities.

Councilmember Destin moved to confirm the submission of appropriation requests for the following projects: Stahlman Intersection Improvements, Mattie Kelly Outfall, Crosstown Connector, and Clement Taylor Park, and to direct the lobbyist to support these requests at the state legislature and agencies. The motion was seconded by Councilmember Trammell and passed 5-1 (Council members Schmidt, Geile, Bagby, Destin, and Trammell voted "yes"; Councilmember Braden voted "no"; Councilmember Hebert was absent from the meeting).

A. Fee Schedule for Parks and Recreation

The City Manager stated that the council had previously directed staff to review and update the Parks & Recreation fee schedule (Resolution 23-21). However, upon review, staff discovered that Resolution 23-21 had never been formally approved by the council. Though it was presented in October 2023 and tabled for reconsideration later that month, it was never officially adopted. As a result, the city has continued operating under the prior fee schedule (Resolution 23-06).

Also, in response to council's request, staff conducted a comparative analysis of Morgan Sports Center's fees with those of nearby municipalities, including Preston Hood (Fort Walton Beach), Niceville, Frank Brown (Panama City Beach), and South Walton. Based on these comparisons, staff recommended limited adjustments to the fee schedule, including:

- A maximum $150 reduction in the non-profit/residential rate.
- A $100 reduction in the commercial rate.

For the Destin Community Center, staff proposed a shift from a variable fee structure to a fixed-rate model. The current model includes a base rate plus additional charges based on factors such as duration and attendance. Staff recommended a static rate to simplify the process and ensure consistency.

Key proposed changes included:

- Nonprofit residential rate for the community center room rental: $80 + variable fees $160 flat fee
- Nonprofit residential rate for the gym: $120 + variable fees → $320 flat fee
- Commercial gym rental rate: $240 + variable fees → $480 flat fee

Additionally, staff recommended replacing the current non-refundable reservation fee with a true refundable deposit. Under the new proposal, users would pay 50% of the total rental fee as a deposit, refundable if the reservation was canceled at least 60 days in advance.

The City Manager explained that the current "nonrefundable deposit" was, in practice, a calculated usage fee rather than a refundable deposit. Under the proposed changes, the deposit would be fully refundable if the rental was canceled with sufficient notice.

Councilmember Schmidt inquired about the current additional fees on top of the nonprofit rate. The City Manager clarified that various add-on charges (e.g., field lining, maintenance) would remain. These services would be listed as optional fees rather than being bundled into a single rate.

Councilmember Bagby expressed concern about the existing 15% gate fee for tournaments and questioned the necessity of various administrative fees. He indicated that these charges added complexity to the fee structure and made facility rentals less competitive compared to other municipalities.

Councilmember Schmidt criticized the fee structure for being overly complicated and difficult for residents to navigate. He pointed out that similar facilities in neighboring cities had much simpler fee schedules. He advocated for a straightforward approach that would make the process more transparent for both residents and commercial users.

Councilmember Trammell raised concerns that allowing out-of-area nonprofits to take advantage of lower rates could result in a situation where local organizations were unable to book facilities. She cited a similar issue experienced by the Emerald Coast Conference Center, which had to revise its nonprofit policy. Additionally, she voiced frustration over the complexity of the fee schedule and expressed a desire for an independent review of the city’s pricing model.

There was a question whether the proposed changes would result in a revenue-neutral outcome or a deficit. It was emphasized that any adjustments should aim to maintain financial stability while ensuring affordability for residents.

According to the Parks & Recreation Director, the proposed fee structure was designed to be cost-neutral. While some fees would decrease, other revenue streams (such as optional add-

ons) would help maintain overall revenue levels. However, the department acknowledged that the city's Parks & Recreation facilities were subsidized by general fund revenue.

Councilmember Geile pointed out that a significant portion of city funds subsidized recreational facilities, yet many taxpayers do not use them. He suggested that user fees should be structured to reduce the burden on taxpayers who are not direct beneficiaries.

Councilmember Bagby stated that he reviewed the financial projections and noted that the city was currently covering only 11% of its expenses through user fees, compared to the 25% industry standard. He projected that the deficit would continue to grow unless adjustments were made. He recommends staff extrapolate financial projections through 2029 based on various rate scenarios.

Councilmember Bagby moved to table this item to a future meeting to allow the council additional time for further analysis; seconded by Councilmember Destin. Motion <u>failed</u> 3-4 (Council members Destin, Bagby, and Trammell voted "yes"; Council members Schmidt, Geile, and Braden voted "no"; Mayor Wagner cast a tiebreaking vote of "no").

Councilmember Schmidt moved to direct staff to develop a fee schedule based on the model used in Fort Walton Beach. The schedule should include a financial analysis detailing project revenue and expenses, covering both operating and capital costs, as well as renewal, replacement, and other aspects related to the Recreation Department. The motion was seconded by Councilmember Destin. Motion passed 5-1 (Council members Schmidt, Bagby, Destin, Trammell, and Braden voted "yes"; Councilmember Geile voted "no"; Councilmember Hebert was absent from the meeting).

C. Building Permit Fees Update

The City Manager introduced the item, reminding the council that staff had previously presented a proposal to amend the building component of permit fees, initially suggesting an increase of approximately 48%. At the council's request, staff, in collaboration with the consulting firm 3TP, refined the proposal. The revised recommendation before the council proposed an average 34% increase in the building fee component. The City Manager noted that for a $400,000 home, this adjustment would result in an approximate 18% overall fee increase.

Councilmember Braden moved for approval of the proposed overall 34% increase in Building Division permit fees as presented and direct staff to bring back the updated Schedule of Fees Resolution for adoption at a future meeting: seconded by Councilmember Geile.

Councilmember Destin sought clarification on whether the 34% increase was based on the previous year's fees. The City Manager confirmed that it was an average increase specific to the building fee component.

Councilmember Destin then inquired whether the increase would ensure financial stability for the next five years. The City Manager responded that while the increase would significantly slow financial losses, it would not completely resolve the issue long-term. Current projections suggested that another adjustment might be necessary by 2029, but this would

depend on actual building activity. The City Manager acknowledged that projections could change based on economic conditions.

The Building Official confirmed that even with the proposed 34% increase, the building fund would continue to decline, albeit at a slower rate. If the trend persisted, additional adjustments might be required in the future.

Councilmember Destin proposed a substitute motion to approve a 20% increase instead of 34% and revisiting the fees in two years. Motion dies for a lack of a second.

Councilmember Bagby emphasized that nothing precluded the council from revisiting the fees in two years. He expressed concerns about addressing fee increases in a piecemeal fashion, as this increase applied solely to the Building Department and did not account for Planning and Engineering costs. He urged staff to return with a comprehensive overview of all department fees to ensure transparency and prevent incremental fee increases from disproportionately affecting developers and builders.

Mayor Wagner asked whether the fee adjustments took into account all real expenses, including facility leasing costs, similar to recent accounting adjustments made in the Parks and Recreation Department.

The Finance Director responded that the city has been gradually improving cost allocation methods. Historically, costs such as utilities, office space, and administrative support have been broadly charged to the Community Development Department rather than specifically attributed to building services. Since 2019, in compliance with Florida law, the city had been tracking building fees separately. While the city had not yet fully incorporated every indirect cost, it was making continuous improvements to ensure accurate cost representation.

The original motion made by Councilmember Braden passed 5-1 (Council members Schmidt, Geile, Bagby, Trammell, and Braden voted "yes"; Councilmember Destin voted "no"; Councilmember Hebert was absent from the meeting).

D. Visioning Session

After a brief discussion. The city council reached a consensus to schedule the Visioning Session for Friday, February 21st, from 8:30 to 11:30 AM.

E. Passthrough Payment Processing Fees - Determination

The City Manager noted this is another discussion on whether to implement a 3% convenience fee for credit and debit card transactions, rather than continuing to cover the cost from general revenue funds.

Councilmember Bagby moved to direct staff to proceed with pursuing passthrough payment processing fees for the City of Destin; seconded by Councilmember Trammell. Motion passed 6-0 (Councilmember Hebert was absent from the meeting).

G. TDC Monthly Report - Informational Only
H. Operations Financial Report - Informational Only
I. Capital Project Status - Informational Only
J. Quarterly Investment Report - Informational Only
K. Draft Minutes of Standing Boards & Committees - Informational Only

L. Announcements

1) The Crosstown Connector project is close to obtaining a development order, with completed plans ready for approval. Procurement documents are being prepared, but progress is hindered by a $2 million FDOT TRIP grant, which cannot be utilized until an agreement is reached after the state's fiscal year begins on July 1st. To avoid delays, officials are exploring two solutions:

   A) Working with a lobbyist to expedite funding availability to April 2025, allowing for full project procurement.

   B) Seeking FDOT approval to separate the stormwater component, bid on it independently, and proceed with roadway construction procurement afterward.

Councilmember Bagby moved to authorize staff to pursue course action #3 which is to go ahead and continue with the planning for the undergrounding of the storm water but continue to work course of action 2 on the crosstown connector. Councilmember Destin provided a second to the motion, which passed 6-0 (Councilmember Hebert was absent from the meeting).

2) The employee satisfaction survey has been completed, with participation from over 80 employees. Preliminary results indicate that the majority of employees are either satisfied or very satisfied with their jobs. The survey also highlighted areas for improvement, which will be addressed with input from both staff and council members.

3) Bid packets for the Tarpon Beach Park project are being finalized this week. The project is set to go out next week, with bids expected by mid-March.

4) City offices will be closed on Monday, February 17th in observance of President's Day. Due to this closure, the next City Council meeting will be held on Tuesday, February 18th.

5) Mayor Wagner will deliver the annual State of the City Address on February 18th at 5:30 p.m., prior to the city council meeting. Residents are encouraged to attend.

6) The city is working with 3TP to move forward with the adoption of new mobility fees. The first of two required public hearings will be held on February 18th during the City Council meeting. Tentative dates for the first

and second readings of the mobility fee ordinance are March 3rd and March 17th.

7) The city has partnered with the Rotary Club to install instructional signs for Potentially Life-Saving Equipment (PRT) at eight beach trail locations. These signs, discussed at last year's council meeting, are now being printed and will be installed soon.

5. PUBLIC HEARINGS

A. First reading of Ordinance 24-23-CC - Requiring short-term rental registrations at all multifamily units (including but not limited to condominium units and apartment units) within the City of Destin; distinguishing between short-term rental registrations for single-family homes and short-term rental registrations for multifamily units; renaming Article VI of Chapter 13 "Registration of Short-Term Rentals (single-family) but making no other amendments to the regulations for short-term rentals single-family homes; creating Article VI(A) of Chapter 13 "Registration of Short-Term Rentals (Multifamily); Requiring an application for such registration and authorizing registration fees for short-term rentals at multifamily units; Requiring a local responsible party for short-term rentals at multifamily units.

The City Attorney read Ordinance 24-23-CC and then presented the proposed ordinance on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA REQUIRING SHORT-TERM RENTAL REGISTRATIONS AT MULTI-FAMILY UNITS, INCLUDING CONDOMINIUM UNITS, WITHIN THE CITY OF DESTIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR SINGLE-FAMILY HOMES AND SHORT-TERM RENTAL REGISTRATIONS FOR MULTI-FAMILY UNITS; RENAMING ARTICLE VI OF CHAPTER 13 "REGISTRATION OF SHORT-TERM RENTALS (SINGLE FAMILY) BUT MAKING NO OTHER AMENDMENTS TO THE REGULATIONS FOR SHORT-TERM RENTALS FOR SINGLE-FAMILY HOMES; CREATING ARTICLE VI(A) OF CHAPTER 13, "REGISTRATION OF SHORT-TERM RENTALS (MULTI-FAMILY); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance.

Mr. Ken Wampler, a Destin resident, addressed the council to provide feedback and suggestions regarding the ordinance. His main points included:

- Expiration Date Alignment: He questioned why the ordinance sets a different expiration date for short-term rental registrations instead of aligning it with the existing annual renewal deadline of March 1st. He suggested making the dates consistent for efficiency.

- Redundant Acknowledgments: He pointed out that requiring owners to acknowledge existing regulations on parking, noise, and trash may be unnecessary, particularly for condominiums where such matters are already governed by association rules.
- Fee Structure: Mr. Wampler sought clarification on whether the fees would be assessed per unit or per property for multifamily rentals, including both condominiums and hotels. He emphasized the need for fairness in how the fees are applied across different types of rental properties.

Having no further comments from the public, the mayor closed the public hearing portion of the meeting and then turned the matter over to the city council for their discussion and consideration.

Councilmember Bagby expressed agreement with Mr. Wampler's suggestion that the expiration date for multifamily short-term rental registrations should match that of single-family rentals. He also questioned the necessity of including parking requirements in the ordinance. He then proposed an amendment to change the expiration date to align with the existing short-term rental regulations.

The City Attorney responded that the ordinance was intended to have the same expiration date as single-family rentals and that any discrepancies might have been an oversight. She confirmed that the fee structure would be detailed in a separate resolution presented at the second reading.

Councilmember Destin raised concerns about the fairness of applying the same fee to different types of businesses, particularly hotels and motels, which already have Business Tax Receipts (BTRs) and manage their own parking and regulations. He questioned whether the enforcement effort required for standalone short-term rentals was comparable to that for hotels and suggested reevaluating the proposed fee structure.

The City Attorney clarified that this specific ordinance applies only to multifamily units like condominiums and apartments, whereas a separate ordinance would address commercial properties such as hotels. She affirmed that the fee amount would ultimately be determined by the council and should reflect the costs of enforcing the regulations.

Councilmember Braden moved for approval of Ordinance 24-23-CC on first reading, and to make the expiration date the same as all short-term rentals; seconded by Councilmember Geile.

Councilmember Bagby then shifted the discussion to whether apartments should be included in the ordinance. He argued that condominiums and apartments are legally distinct under Florida state law and should not be regulated the same way. He noted that apartment complexes typically have their own long-term rental agreements and are unlikely to contribute significantly to short-term rental issues. Given these differences, he stated that he would support the ordinance at this reading but might oppose it in its current form at the second reading unless apartments were removed.

The City Attorney explained that removing apartments would require re-advertising the ordinance and returning it to first reading. She stated that the original intent of including

apartments was to ensure comprehensive regulation of all multifamily units but acknowledged that apartments function differently from condominiums.

Councilmember Bagby proposed a substitute motion to remove apartment units from the ordinance, allowing only short-term rental condominiums; seconded by Councilmember Destin. Motion passed 6-0 (Councilmember Hebert was absent from the meeting).

B. First reading of Ordinance 25-01-CC - Requiring short term rental registrations for rentals of commercial lodging units (including but not limited to hotels, motels, bed and breakfasts, condotels, and similar facilities) within the city of Destin; providing for authority; providing for findings of fact; providing for definitions; distinguishing between short-term rental registrations for residential units and registrations for commercial lodging units; creating Article VI(b) of Chapter 13, "Registration of Short-Term Rentals (commercial); requiring an application for such registration and authorizing registration fees for short-term rentals at commercial lodging units; requiring a local responsible party for short-term rentals at commercial lodging units.

The City Attorney read Ordinance 25-01-CC and then presented Ordinance 25-01-CC to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA REQUIRING SHORT- TERM RENTAL REGISTRATIONS FOR RENTALS OF COMMERCIAL LODGING UNITS (INCLUDING BUT NOT LIMITED TO HOTELS, MOTELS, BED AND BREAKFASTS, CONDOTELS, AND SIMILAR FACILITIES) WITHIN THE CITY OF DESTIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DEFINITIONS; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR RESIDENTIAL UNITS AND REGISTRATIONS FOR COMMERCIAL LODGING UNITS; CREATING ARTICLE VI(B) OF CHAPTER 13, "REGISTRATION OF SHORT-TERM RENTALS (COMMERCIAL); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT COMMERCIAL LODGING UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT COMMERCIAL LODGING UNITS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing portion of the meeting and then turned the matter over to the city council for their discussion and consideration.

Councilmember Braden made a motion to approve Ordinance 25-01-CC on first reading. Councilmember Geile provided a second to the motion.

Councilmember Bagby expressed opposition to the ordinance, citing concerns that commercial properties, including hotels and motels, are treated differently than residential properties under state regulations. He noted that short-term rentals in residential areas have different impacts compared to hotels and motels, which are designed for short stays and are located in commercial zones. He warned that including hotels and motels in the same regulatory framework as short term rentals could lead to push back from industry groups such as the Florida Restaurant and Lodging Association.

Councilmember Braden asked whether staff had discussed these issues before bringing the ordinance forward and whether the regulations were considered necessary. He also pointed out that short-term rental companies have shifted toward requiring three- or four-night minimum stays, making them similar to hotels in practice.

The City Attorney clarified that the inclusion of commercial properties in the ordinance was a directive from the city council. She further explained that commercial and residential properties have different levels of regulatory impact, with residential areas requiring more stringent oversight. The regulations for commercial properties were intentionally less restrictive, but their inclusion in the ordinance was ultimately at the discretion of the council.

Councilmember Geile suggested an alternative approach to regulation, proposing that fees and regulations be based on parcel ID rather than individual units. He explained that condominiums and townhomes each have unique parcel IDs, whereas hotels and motels are generally registered under a single parcel ID for the entire building. Under this system, hotels and motels would pay a single registration fee per parcel rather than per unit.

The City Attorney acknowledged the proposal but cautioned that it might not be effective. If the fee were set at $300 per parcel ID, for example, the city would collect only a small amount of revenue from the roughly 12 to 13 hotels in the city. She questioned whether such a limited financial return justified the administrative burden of implementing and enforcing the regulation. She also noted that if the city were to annex additional areas in the future, the

Councilmember Bagby noted that the city's existing STR registration fees are based on total square footage, which would mean that hotels with large buildings but multiple rooms could end up paying disproportionately low fees under a parcel ID system. He suggested that a more graduated fee structure based on square footage could be considered if the parcel ID approach were pursued.

He also pointed out that if parcel IDs were used as the basis for fees, common areas in condominiums—such as pools, hallways, and elevators—would also have parcel IDs, potentially resulting in additional charges to condominium owners. He expressed doubts about the feasibility of this approach, ultimately questioning what exactly the city would be enforcing in hotels compared to short term rentals. He emphasized that short term rentals have clearer enforcement concerns, such as beach access and parking impacts, whereas hotels typically have their own facilities to accommodate guests.

The City Attorney reiterated that the ordinance's primary purpose was to regulate short-term rentals rather than hotels. She noted that while a broader enforcement framework could be considered in the future, the current version of the ordinance might not be the most effective way to address concerns about hotel regulation.

The mayor called for a vote on the motion, which passed 4-3 (Council members Geile, Schmidt, and Braden voted "yes"; Council members Destin, Bagby, and Trammell voted "no"; Mayor Wagner cast a tiebreaking vote of "yes"; Councilmember Hebert was absent from the meeting).

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

A. Councilmember Braden

1) Appointment of Tammy Weidenhamer to the Public Works/Safety Committee.

Motion by Councilmember Braden, seconded by Councilmember Geile, to appoint Tammy Weidenhamer to the Public Works/Safety Committee, passed 6-0 (Councilmember Hebert was absent from the meeting).

2) Appointment of John Stephens to the Harbor CRA Advisory Committee

Motion by Councilmember Braden, seconded by Councilmember Geile, to appoint John Stephens to the Harbor CRA Advisory Committee passed 6-0 (Councilmember Hebert was absent from the meeting).

3) Noise Ordinance – **Moved to the next meeting**

B. Councilmember Trammell

1) Membership appointments to the Town Center CRA Advisory Committee

Motion by Councilmember Braden, seconded by Councilmember Destin, to appoint Margie Avery to the Town Center CRA Advisory Committee passed 6-0 (Councilmember Hebert was absent from the meeting).

Motion by Councilmember Destin, seconded by Councilmember Braden, to appoint Kyle Davis to the Town Center CRA Advisory Committee passed 6-0 (Councilmember Hebert was absent from the meeting).

2) Residential Design Standards

Councilmember Trammell raised concerns about recent developments in her neighborhood, where four buildings have been constructed on residential properties for RV storage. While two of these structures are aesthetically similar to the primary residence, the other two—one still under construction—are large, corrugated metal sheds that she believes negatively impact neighborhood property values. She specifically pointed out that one of the structures was built by an owner who does not reside on the property but instead purchased a smaller lot to accommodate his RV storage needs.

Councilmember Trammell suggested a minor amendment to the Land Development Code, introducing residential design standards for accessory buildings. She proposed that such structures should be aesthetically consistent with the primary residence—such as using brick or siding when the main home is built with those materials—rather than allowing corrugated metal buildings in residential areas. She requested that the council direct the city's Community

Development Deputy Director to draft the proposed amendment for consideration at the next council meeting.

Further discussion revealed that while the structures in question were permitted, there are currently no design standards restricting such metal buildings in residential areas. Past issues with similar developments in other neighborhoods were referenced, including a previous legal dispute over the construction of a similar building on Joe's Bayou, which the city lost.

Councilmember Trammell requested that the Deputy Community Development Director present a proposal to the council regarding residential design standards for accessory buildings in the Land Development Code.

According to Councilmember Destin, a motion is not required to request staff action, and that the staff could proceed with drafting the proposal without formal council directions.

Councilmember Trammell will serve as the legislative sponsor for this proposed code amendment.

C. Councilmember Destin

1) Intelligent Region Intersection Workshop

Councilmember Destin reported ongoing efforts to address traffic concerns at the Stahlman Avenue intersection before the upcoming Crosstown Connector project significantly increases traffic volume. The city is considering implementing intelligent intersection technology, currently in use in Gulf Breeze and Pensacola, which improves intersection efficiency through advanced traffic monitoring and management. He proposed that the city engage Baskerville-Donovan, a consulting firm, to contact municipalities using this technology and report back on its effectiveness. He emphasized the need for proactive solutions, as significant roadway improvements would not be feasible before the Crosstown Connector opens.

Councilmember Destin moved to direct Baskerville-Donovan to reach out to users of the Intelligent Intersection Software technology and provide a report to the council at the earliest opportunity; seconded by Councilmember Trammell.

The mayor noted that the Emerald Coast Regional Council and Transportation Planning Organization had already shown interest in testing the technology in Destin. He highlighted its potential benefits for both traffic efficiency and pedestrian safety, clarifying that the system works by recognizing objects rather than engaging in invasive surveillance.

Councilmember Braden questioned whether city staff could directly gather information on the technology instead of hiring a contractor.

Councilmember Destin responded that staff might lack the necessary technical expertise to properly assess the system's effectiveness.

Motion passed 6-0 (Councilmember Hebert was absent from the meeting).

Councilmember Destin, in collaboration with the City Attorney, will present a resolution at the next meeting stipulating that any item lacking a legislative sponsor—except for housekeeping matters or state-mandated legislative actions—shall not be placed on the agenda.

Councilmember Destin volunteered to serve as the legislative sponsor for this resolution.

D. Councilmember Bagby

Councilmember Bagby requested that an update on Crystal Shores be added under his name on the next meeting agenda.

E. Councilmember Hebert
F. Councilmember Geile
    1) Projects Status / Updates

G. Councilmember Schmidt

Councilmember Schmidt moved to direct the City Manager and staff to coordinate with the Sheriff's Department and present an overview of traffic regulations, including the distinctions between roadways, sidewalks, neighborhood exits, and bike lanes. This presentation will help inform potential updates to the city codes and ordinances regarding scooters and e-bikes, ensuring a comprehensive and effective approach to their regulation. Councilmember Trammell provided a second to the motion which passed 6-0 (Councilmember Hebert was absent from the meeting).

Councilmember Schmidt will serve as the legislative sponsor for this item.

H. Mayor Wagner
    1) Lobbyist Engagement Policy

Motion by Councilmember Bagby, seconded by Councilmember Destin, to approve the Lobbyist Engagement Resolution passed 6-0 (Councilmember Hebert was absent from the meeting).

The mayor requested that the topic "FPL Utility Wraps" be listed under his name on the agenda for the next council meeting.

I. City Attorney

Pursuant to Section 286.011(8), Florida Statutes, the City Attorney desires the advice of the City Council in the case of *Destin Fishing Fleet vs. City of Destin*, Case No. 2019 CA 00425 F and as such, is calling for an Executive Session to be held in the City Council Chambers at the Destin City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541, on February 18, 2025 at 5:00 pm Central. Present at the Executive Session will be a court reporter, Mayor Bobby Wagner; all City Council Members;

Larry Jones, City Manager; Insurance Defense Counsel for the City of Destin, Bill Warner; and the City Attorney Kimberly Romano Kopp.

Motion by Councilmember Bagby, seconded by Councilmember Braden, to approve the Executive Session as announced by the City Attorney passed 6-0 Councilmember Hebert was absent from the meeting).

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 9:35 PM.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

ITEM # 2025-254

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Council Discussion Item
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 2/21/2025

SUBJECT: Undergrounding Update and Phase 2 Discussion

I. BACKGROUND:

II. DISCUSSION: Utility Consultants of Florida will be presenting the attached presentation. Councilman Bagby requested that the council have a discussion on Phase 2 of the utility undergrounding project.

UCoF prepared a utility undergrounding approach that identified seven zones. Each zone is estimated to cost $14M to $18M to complete. The zones do not have to be done in a particular order. If the desire of council is to underground an additional zone then it would be appropriate to identify which zone and request UCoF to prepare a formal cost estimate.

For Phase 1 (Marler Bridge to Airport Road), the City has expended and encumbered:
$11.2 million FPL and ADS for materials and undergrounding construction (this includes the $2 million "FPL credit")
$1.5 million Cox, CenturyLink and UnitiFiber
$1.4 million UCoF and Gardner, Bist & Bowen for Engineering Opinion of Probable Cost, Construction Management, and Utility Legal services
$0.1 million to set-up the yard for materials, solicitation expertise, loan closing fees
=====
$14.2 million

Future zones/phases will be calculated by FPL under a different tariff rate structure, and the "credit" amount will be very different.

A. Link to Strategic Goals / Objectives: 4.16 Undergrounding of Utilities

B. Effect on Budget (EOB): The city has available approximately $800,000 of unencumbered electric franchise fees that may be invested towards attaining engineering designs to plan a future phase for undergrounding overhead utilities.

The electric franchise fees restricted to undergrounding overhead utilities will net approximately $600,000 per year (revenue - debt service on phase 1) until the phase 1 debt is paid off (estimated 2039). The current electric franchise agreement with this restriction is set to expire in the year 2052. If this revenue stream were sold for a 20-year construction loan, it might bring in up to $8.1 million ($600k/yr pmts at 4% for 20 years), if tax exempt financing continues to be allowed by the Federal Treasury. In any case, other sources of funding should be sought while attaining engineering designs.

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

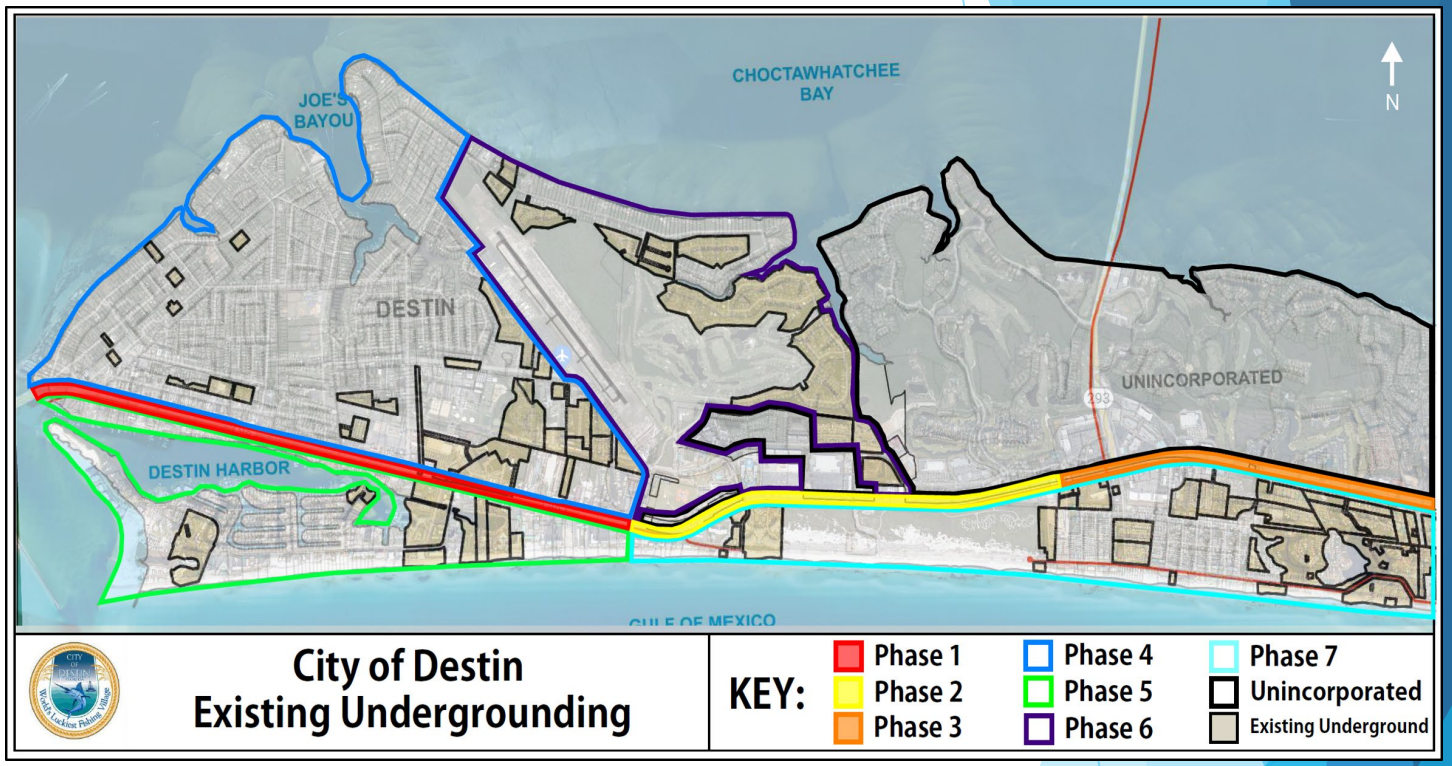
IV. RECOMMENDED MOTION: Informational

Attachments:

1. City of Destin UG Update Presentation March2025
2. Zone Map for Undergrounding

UTILITY UNDERGROUNDING PROJECT MANAGEMENT UPDATE

City of Destin

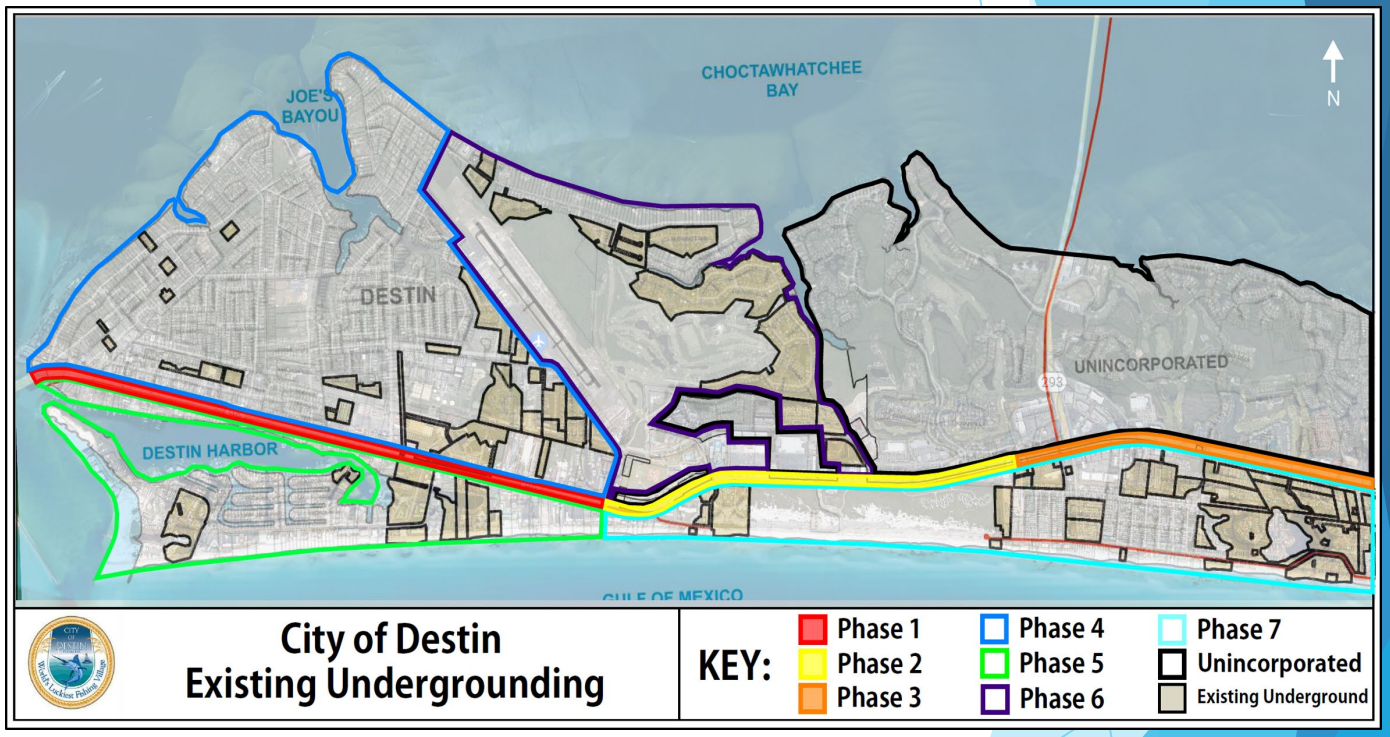


Presented by:

Utility Consultants of Florida

PHASE 1

City of Destin



PHASE 1 CONSTRUCTION

FPL WORK → CARRIERS → EASEMENTS → STREETLIGHTS → CHANGE ORDERS



PHASE 1

- ✓ Installation of 6” feeder & 2” primary complete from Beach Drive west to bridge, North side of Hwy 98
- ✓ Vaults and pads installed
- ✓ Redlines & survey in progress
- ✓ Construction 25% complete on 1/29/25- prior to pause



PHASE 1

- ✓ Installation for Cox Communications within first run.
- ✓ Century Link – FDOT Permit rec’d 2/19
- ✓ Uniti – Legal process underway



PHASE 1

- ✓ All consents obtained – 28 total
- ✓ 7 Easements recorded within first run
- ✓ 21 Easements pending survey sketch & recording within first run
- ✓ 6 City Easements



PHASE 1

- ✓ Installation of conduit and handholes complete within first run
- ✓ New light poles will be placed at a later date by FPL



PHASE 1

- ✓ No change orders for recent work completed in first run.

FPL CONSTRUCTION









PHASE 1 UPCOMING CONSTRUCTION

FPL WORK | CARRIERS | EASEMENTS | STREETLIGHTS | OUTLOOK

PHASE 1

- ✓ Installation of 6” feeder & 2” primary complete from bridge to Beach Dr., south side of Hwy 98
- ✓ Vaults and pads will be placed
- ✓ Coordinate with FDOT for crossings
- ✓ Construction 50% complete estimated in July/August 2025

PHASE 1

- ✓ Installation for Century Link and Uniti in first run.
- ✓ All 3 carriers to be included on south side of Hwy 98 run

PHASE 1

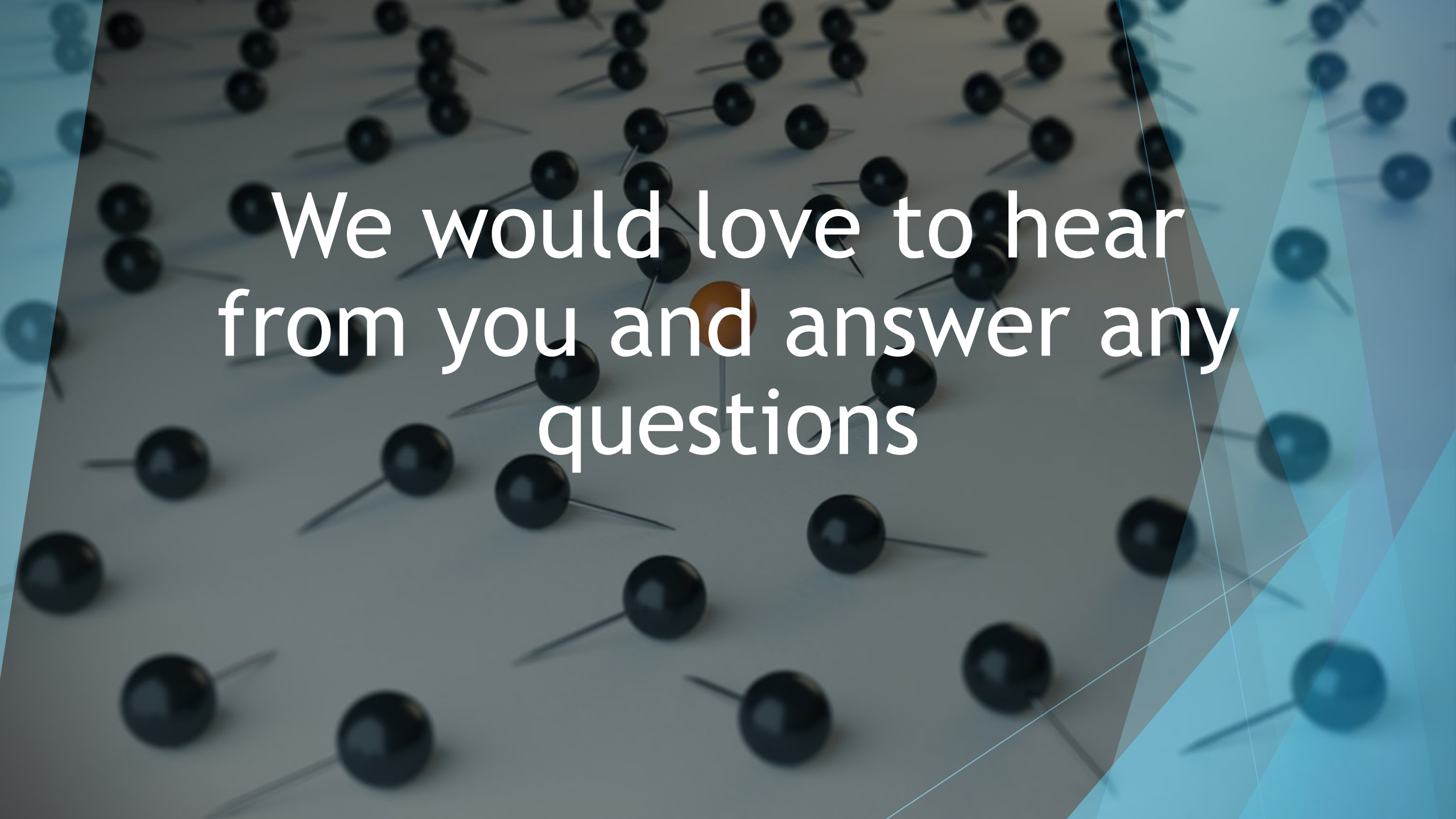
- ✓ All consents obtained
- ✓ 34 Easements within second run
- ✓ 4 Easements recorded within second run
- ✓ 30 Easements pending survey sketch & recording within second run
- ✓ 2 City Easements

PHASE 1

- ✓ Installation of conduit and handholes
- ✓ New light poles will be placed at a later date by FPL

PHASE 1

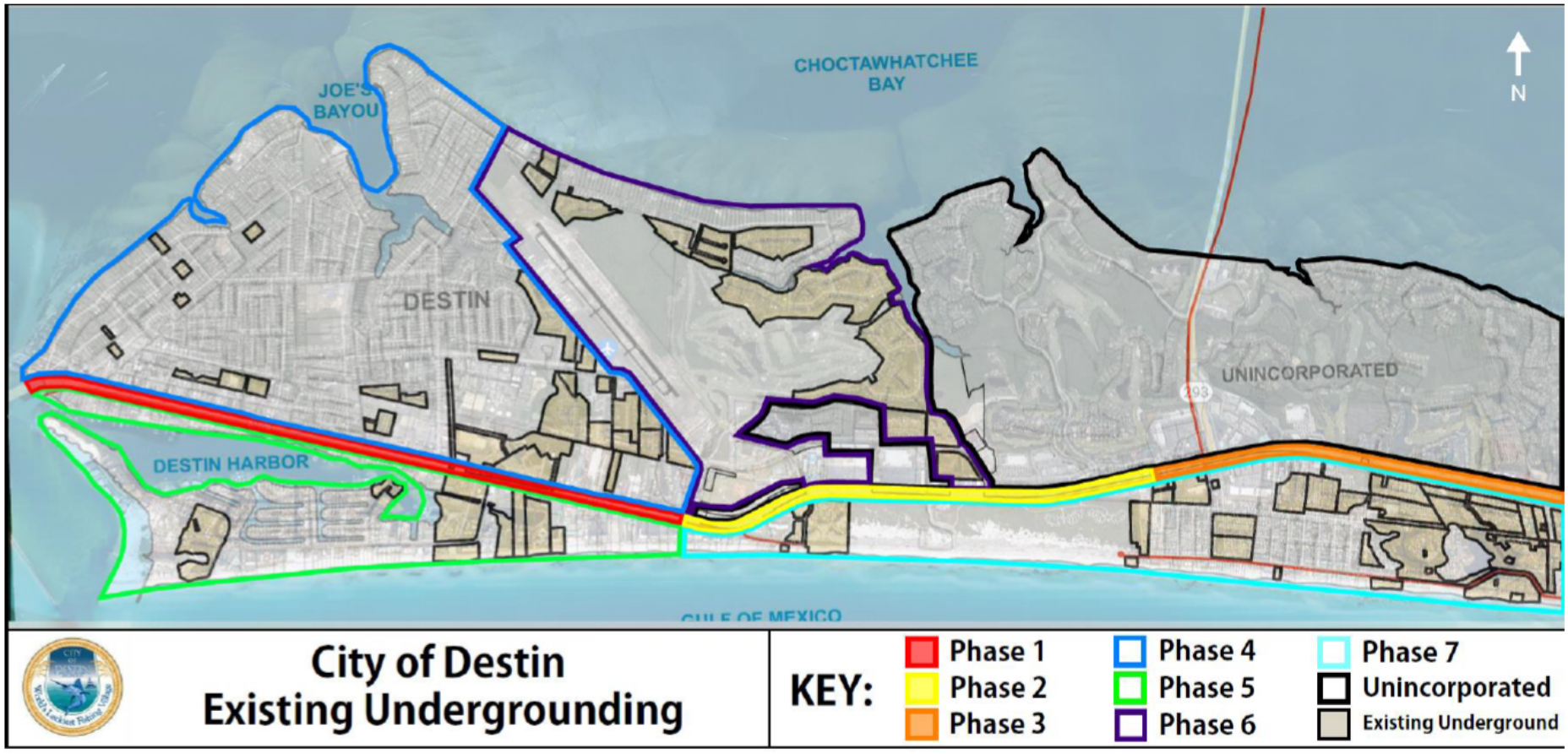
- ✓ Spring Break and Summer construction scheduling will be dependent on FDOT restrictions and coordinating with local business needs



We would love to hear from you and answer any questions

Last updated October 2023

CITY OF DESTIN UNDERGROUND CONVERSION PROJECT "PHASE 1" OPINION OF PROBABLE COST



ITEM # 2025-259

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Kyle Bauman, Special Projects Attorney

DATE: 2/20/2025

SUBJECT: Gator Dredging Request for Release of Bid

I. BACKGROUND: December 16, 2024 Council selected Gator Dredging for RFB 24-13-PW Old Pass Lagoon Navigational Channel Dredging Project.

II. DISCUSSION: Gator Dredging has requested the release of their bid for RFB 24-13-PW. They indicated that a delay in the start of the project will impact the availability of their equipment and the coastal engineering services not being in place as reasons for this request. Attached is a letter of release request the city received on 2/13/2025.

Initial conversations with the city's coastal engineer have suggested that several measures and considerations, including disposal of the dredged material and a more comprehensive technical specifications package, be taken before the dredging operation take place. Since these would further delay the start of dredging, the coastal engineer supports the release of the bid.

Also, the presence of another project taking place at this time on Norriego Point increases the city's liability if both projects were to be underway simultaneously. The city could be subject to change orders through the city's contractor or DEP's contractor. The coastal engineer strongly recommends that the dredging project be postponed until fall when the DEP project will be finished and shorebird season has concluded. If the project is postponed the funding provided by the county interlocal and the state appropriation will not be jeopardized as the end dates are January 1, 2026 (County Interlocal) and December 31, 2026 (State Appropriation DEP grant).

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB): None at this time
C. Level of Service (LOS):
D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Based on the information provided by the city's coastal engineer, staff recommends releasing Gator Dredging from this bid.

IV. RECOMMENDED MOTION: I move that the city release Gator Dredging from their bid proposal for RFB 24-13-PW Old Pass Lagoon Navigational Channel Dredging Project.

Attachments:

1. Request for Release of Bid 2.13.25

13630 50TH WAY NORTH • CLEARWATER, FLORIDA 33760

OFFICE: 727-527-1300 • FAX: 727-527-1303 • www.gatordredging.com

REQUEST FOR RELEASE OF BID

February 13, 2025

City of Destin
Attn: City Clerk Rey Bailey
4200 Indian Bayou Trail
Destin, Florida 32541

Re: Request for Release of Bid
RFB No. 24-13-PW – Old Pass Lagoon Navigational Channel Dredging Project

Dear City of Destin,

This project was bid with our equipment availability schedule based in November on a start of around January 10, 2025 according to the bid package. As of today, this project has not started and does not have an anticipated start date. The project has also not gone in front of the board, it does not have the required coastal engineering services to support this project and an engineering firm has not been hired. At this time, we do not know how long these necessary items will take. Our operations and equipment cannot stand idle waiting. Due to this we would respectfully request that our bid bond gets returned to us and that we do not get awarded the project. The second bidder is a well-qualified contractor who can perform the work.

Sincerely,
Waterfront Property Services, LLC. d/b/a Gator Dredging



William Coughlin, III - President/CEO
Phone: (727) 527-1300, Ext. 226
Email: bill@gatordredging.com

ITEM # 2025-258

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Tamara Leigh Young, Public Information Director

DATE: 2/20/2025

SUBJECT: Appropriations Prioritization

I. BACKGROUND: Requesting Council input in order to submit our priority ranking of APR submissions to Representative Pat Maney's office.

II. DISCUSSION: Four projects have been submitted, all of which were discussed in Tallahassee during recent mayor, staff and lobbyist meetings. The order in which they are currently listed is the order recommended by the City of Destin's hired lobbyist. However, Council advisement and ultimate rankings are needed.

The four projects are:
Capacity Project – Crosstown Connector
Since 2004, the City has worked on an alternative route through Destin to Highway 98. The Crosstown Connector is the last remaining leg of that route that needs to be constructed. Design and permitting are nearly complete. This 2-lane roadway will run from Beach Drive to Benning Drive. The City anticipates the construction of this roadway will exceed $12M.
Appropriation request will be $3M
Stormwater Infrastructure Project – Mattie Kelly Outfall
This is a stormwater outfall serving the wetland area adjacent to Joe's Bayou Recreation Area plus a significant portion of the surrounding residential area. The outfall is undersized. Additionally, the configuration of the pipes are prone to wave action depositing sand/sediment, regularly blocking the outfall pipes and reducing the efficiency of the drainage system. Currently, a new outfall is being designed. Construction of this project is expected to range from $1.5M-$2M. **Appropriation request will be $1M**
Pedestrian Underpass – Near Stahlman/98 Intersection
The goal of this project is to design a pedestrian underpass near the intersection of Highway 98 and Stahlman Ave. The project would also include design of intersection changes that would

eliminate the North-South pedestrian crossing of Highway 98 at the Stahlman intersection. This would greatly increase pedestrian safety and improve traffic flow. **Appropriation request will be $500,000**

Recreation Project – Clement Taylor Park Renovation

This 3.55-acre park has amenities including a pier, pavilion, restrooms, beach swim area, playground, sand volleyball court and picnic areas. Many of the park's features are dated and considered to be at the end of their useful life. This renovation project will provide new facilities and create more ADA accessibility. The City is partnering with Okaloosa County to utilize RESTORE ACT funding to partially cover the park's renovation. The renovation project will cost around $1.7M. **Appropriation request will be $1M**

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): All of these areas could ultimately impact the budget depending on any state funding received.

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Council direction is requested on the order of prioritization. Once the priority of projects is agreed upon, staff will submit to Ian Thomson, Legislative Aide (House District 4) of the Office of State Representative Patt Maney.

IV. RECOMMENDED MOTION: Council discretion.

Attachments:

1. APR Request Draft

City of Destin Potential APR Reques

Capacity Project – Crosstown Connector

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ITEM # 2025-275

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 2/24/2025

SUBJECT: Crystal Beach Plans

I. BACKGROUND:

II. DISCUSSION: Council voted 6-0 to accept the 10% plans for *The Shore at Crystal Beach* at the March 6, 2023 council meeting. These plans designed the park development with only the properties owned by the city. The approved 10% plans are attached.

The engineer has produced a draft set of 60% plans, which are now attached for Council's information. If the city and county are in agreement to move forward with only the properties currently owned by the City, then design work will continue. When finalized, the 60% plans will be brought to the City's Parks and Recreation Committee and then, City Council for review and approval.

Upon initial and preliminary review, there are a few significant issues Staff have identified. This is partly due to the conflict between the goals of the County trying to maximize parking and the City's Land Development Code site and landscape requirements for parking lots, access, and traffic flow. If the Council wishes to allow the design to move forward in the proposed configuration, Staff will have to seek variances for each item listed. The significant issues that are readily identifiable are listed below. This is not a complete list of issues or comments from staff as we have not see the entire plan set to include landscaping, lighting, or stormwater plans, among other site plans required for a full review.

1. ***7.09.02.B.4. Parking, loading, or accessway areas.*** All parking, loading, or other vehicular use areas when abutting a Single-Family dwelling or Duplex have a 10' setback from abutting the property line.
2. ***8.04.03.E. Minimum throat clearance.*** Requires 40' from the ROW into any non-residential development before any parking space, loading zone or similar activity can

occur on site. This means the first parking space needs t me set off the from property line by a minimum of 40'.

3. ***8.08.04.B. On-site vehicular turning and maneuvering areas for loading spaces.*** All sites shall provide the appropriate area for vehicles to maneuver so that they can turn around and not have to back out or reverse out on the street or ROW.
4. ***12.04.04.B. Front perimeter/common boundary landscape.*** All adjacent property lines require a 5-foot landscape buffer and a 10-foot front property landscape area.
5. ***12.04.04.C. Interior parking landscape.*** Requires parking islands to break up rows of parking not to exceed 15 spaces in a row. Also, parking islands are required at the terminus of all parking rows. All parking islands shall have a tree planted and maintained within the island.
6. There are concerns that the proposed stormwater system is not adequate per the City's regulations.

A. Link to Strategic Goals / Objectives: II. Enhanced quality of life and safety for families
IV. Effective, efficient, and aesthetically pleasing infrastructure *(The parking lot does not meet this in its current configuration)*
V. Improve mobility and connectivity

B. Effect on Budget (EOB): None at this time

C. Level of Service (LOS): Improved public access to the beaches.

D. Legislative Sponsor: Councilman Bagby

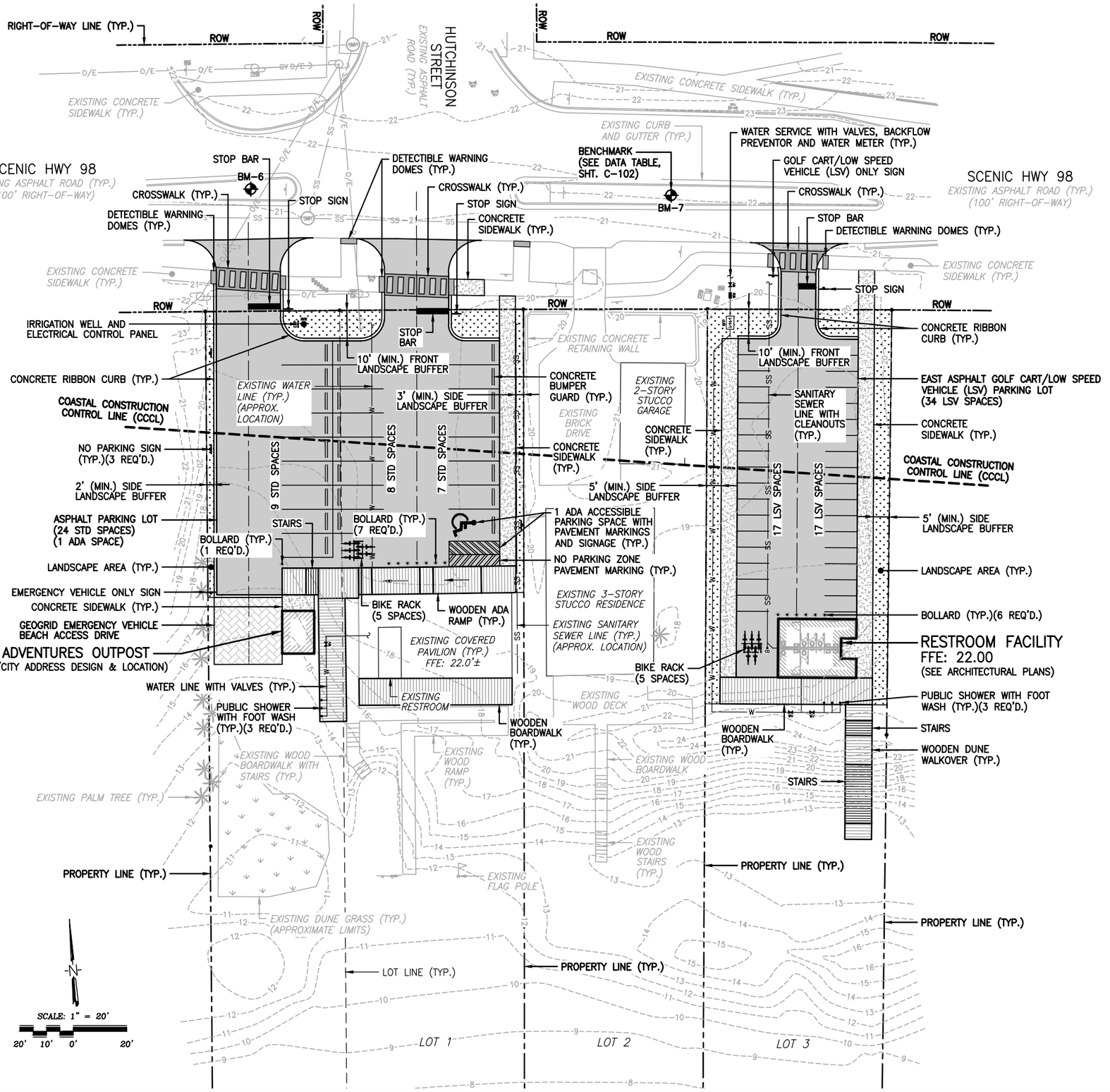
E. Business Impact Statement: N/A

III. CONCLUSION: Staff has completed a preliminary review of the attached plans and have provided some initial comments. However, this is not an exhaustive development review so there will likely be more comments based on the submittal of the other required plans. So, staff reserves the right to amend, add to, or change these comments in the future. Staff is looking for guidance from Council on whether to: 1) pursue the general design as presented and pursue the required variances as needed at the final design, 2) require the design to come into compliance with the Land Development Code, or 3) another approach as discussed and approved by Council tonight.

IV. RECOMMENDED MOTION: N/A

Attachments:

1. Shore of Crystal Beach Plans 10%
2. _Crystal Beach Park Redesign-Draft 60pct PDF Submittal Set-11x17



LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- GEOGRID
- LANDSCAPED AREA
- WOODEN BOARDWALK
- ADS STORM TECH CHAMBER SYSTEM

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
1401 PANAMA CITY BEACH PARKWAY - SUITE 110,
PANAMA CITY BEACH, FL 32413 (850) 234-8150
ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH I - TALLAHASSEE - MOBILE

SEAL

SHORE AT CRYSTAL BEACH EXPANSION

NO.	DATE	APPR.	REVISION / ACTION TAKEN

This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.

NOT RELEASED FOR CONSTRUCTION
BY: XXX DATE: XX/XX/XX

PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR.: JCP
DATE: FEBRUARY 2023

PROJECT OVERVIEW

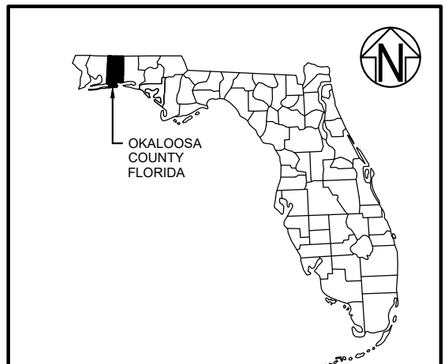
C-100

I:\121 Okaloosa County\12105.02 Crystal Beach Park Redesign\CADD Drawings (DWGS and DGNS)\Xrefs\Crystal Beach Redesign-Master Xref-BDI Layout-Revised.dwg, Feb 17, 2023 - 1:58:49PM, jjohnson

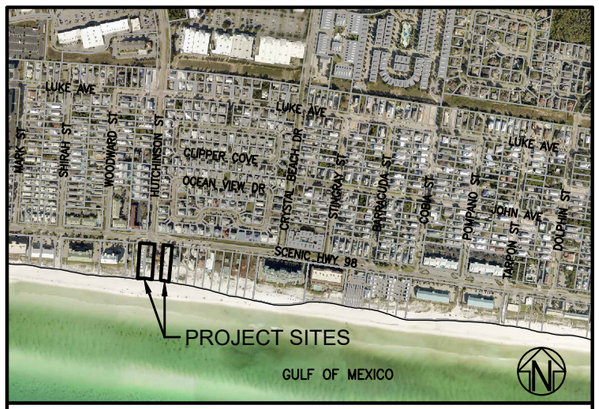
10% SUBMITTAL

CONSTRUCTION PLANS FOR

SHORES AT CRYSTAL BEACH PARK EXPANSION



VICINITY MAP



LOCATION MAP

48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA
FL STATUTE 553.851 (1979) REQUIRES MIN. OF 2 DAYS AND MAX. OF 5 DAYS NOTICE BEFORE YOU EXCAVATE.

APRIL 2023

PREPARED FOR:

OKALOOSA COUNTY

OKALOOSA COUNTY
COMMISSIONERS

PAUL MIXON	COMMISSIONER DISTRICT 1
CAROLYN KETCHEL	COMMISSIONER DISTRICT 2
NATHAN BOYLES (VICE CHAIRMAN)	COMMISSIONER DISTRICT 3
TREY GOODWIN	COMMISSIONER DISTRICT 4
MEL PONDER (CHAIRMAN)	COMMISSIONER DISTRICT 5

PREPARED BY:

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
14101 PANAMA CITY BEACH PARKWAY, SUITE 110,
PANAMA CITY BEACH, FL 32413 (850) 230-6150
ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

ENGINEER'S PROJECT NO. 12105.02

SHEET INDEX

G-000	COVER SHEET
G-001	GENERAL NOTES
C-100	PROJECT OVERVIEW
C-101	EXISTING CONDITIONS
C-102	DEMOLITION PLAN
C-103	GEOMETRY PLAN
C-104	GEOMETRIC DATA TABLES
C-105	GRADING AND STORM DRAINAGE PLAN
C-106	GRADING AND STORM DRAINAGE PLAN
C-107	STORM DRAINAGE DATA TABLES AND NOTES
C-300	TYPICAL PAVEMENT SECTIONS
C-500	MISCELLANEOUS DETAILS
C-501	MISCELLANEOUS DETAILS
C-502	BIKE RACK DETAILS
C-503	ADS STORM TECH CHAMBER SYSTEM NOTES
C-504	ADS STORM TECH CHAMBER SYSTEM DETAILS (WEST ASPHALT PARKING LOT)
C-505	ADS STORM TECH CHAMBER SYSTEM DETAILS (EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT)
C-506	ADS STORM TECH CHAMBER SYSTEM DETAILS
C-507	ADS STORM TECH CHAMBER SYSTEM DETAILS
C-508	ADS STORM TECH CHAMBER SYSTEM DETAILS
C-509	MISCELLANEOUS STANDARD FDOT DETAILS
C-510	MISCELLANEOUS STANDARD FDOT DETAILS
C-511	MISCELLANEOUS STANDARD FDOT DETAILS
C-512	MISCELLANEOUS STANDARD FDOT DETAILS
C-700	STRIPING AND SIGNAGE PLAN
C-701	MISCELLANEOUS STRIPING AND SIGNAGE DETAILS
C-702	MISCELLANEOUS STANDARD FDOT DETAILS
C-703	MISCELLANEOUS STANDARD FDOT DETAILS
C-704	MISCELLANEOUS STANDARD FDOT DETAILS
C-705	MISCELLANEOUS STANDARD FDOT DETAILS
C-800	EROSION CONTROL PLAN
C-801	BEST MANAGEMENT PRACTICES DETAILS
C-802	BEST MANAGEMENT PRACTICES DETAILS
CU-101	WATER AND SANITARY SEWER PLAN
CU-501	MISCELLANEOUS WATER AND SANITARY SEWER DETAILS
CU-502	MISCELLANEOUS WATER DETAILS
CU-503	MISCELLANEOUS WATER DETAILS
CU-504	MISCELLANEOUS SANITARY SEWER DETAILS
S-001	GENERAL NOTES & TYPICAL DETAILS
S-101	FOUNDATION AND ROOF FRAMING PLAN
S-201	SECTIONS AND DETAILS
S-301	SPECIFICATIONS
A-102	FLOOR PLAN, ROOF PLAN, BUILDING ELEVATIONS
A-103	BUILDING SECTION, WALL SECTION, INTERIOR ELEVATIONS, DOORS & WINDOWS, DETAILS
P-001	PLUMBING LEGEND AND NOTES
P-002	PLUMBING SCHEDULE AND DETAILS
P-101	PLUMBING PLANS
E-001	LEGEND, ABBREVIATIONS, AND SPECIFICATIONS
E-101	SITE PLAN
E-211	RESTROOM BUILDING PLAN
E-311	LUMINAIRE SCHEDULE AND SPECIFICATION SHEETS

GENERAL NOTES:

1. THE CONTRACTORS SHALL NOTIFY OKALOOSA COUNTY MANAGER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.
2. ALL CONDITIONS AND STIPULATIONS OF THE CONSTRUCTION PERMITS AND THE APPROVALS ISSUED BY OKALOOSA COUNTY SHALL BE COMPLIED WITH IN EVERY DETAIL.
3. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE PATCHED OR RECONSTRUCTED AS DIRECTED BY OKALOOSA COUNTY MANAGER OR DESIGNEE.
4. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFF SITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING EROSION CONTROL MEASURES CONSISTENT WITH THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2018 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR DESIGNEE.
5. THE CONTRACTOR SHALL EMPLOY THE USE OF SILT FENCES, HAY BALES, DITCHES OR WHATEVER MEANS NECESSARY TO CONTROL EROSION AND SEDIMENTATION AT ALL TIMES. WATERS OF THE STATE, ADJACENT PROPERTIES, AND ANY NEW DRAINAGE CONSTRUCTION SHALL BE PROTECTED DURING THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN UNTIL THE COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY THE OWNER.
6. ANY NECESSARY PERMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING AND/OR CONSTRUCTION.
8. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY. ANY OKALOOSA COUNTY/CITY HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS ARE DISTURBED OR DESTROYED THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE MONUMENTS AND HAVE THE MONUMENTS POSITION DETERMINED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER USING GUIDELINES AS ESTABLISHED BY NATIONAL GEODETIC SURVEY FOR BLUE BOOKING AND APPROVAL.
9. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE ENGINEER OR DESIGNEE.
11. EXISTING STREETS AND DRIVES SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.
12. ONLY ACCESS TO THE ROAD R/W AS SHOWN IS GUARANTEED BY OKALOOSA COUNTY. PRIVATE R/W REQUIRED BY THE CONTRACTOR TO FACILITATE CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION OR ASSISTANCE FROM THE CITY.
13. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.
14. GRADED AGGREGATE BASE SHALL BE REQUIRED WHERE THE SEASONAL HIGH GROUND WATER ENCROACHES WITHIN TWO (2) FEET OF THE BOTTOM OF BASE.
15. ALL COMPACTED FILL SHALL BE PLACED IN 4" LIFTS FOR HAND POWERED TAMPERS AND 8" LIFTS FOR HEAVY EQUIPMENT OPERATED TAMPERS.
16. THE CONTRACTOR SHALL, AT A MINIMUM, MATCH EXISTING SIGNING AND PAVEMENT MARKINGS. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS. THE CONTRACTOR SHALL CONTACT THE COUNTY AND CITY TRAFFIC DEPARTMENT PRIOR TO INSTALLATION OF ANY SIGNING AND PAVEMENT MARKINGS.
17. WHERE UNSUITABLE MATERIAL IS ENCOUNTERED IN THE AREAS PROPOSED FOR PAVING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE PRIOR TO ANY EXCAVATION.
18. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH STAKED SOD. UNLESS NOTED OTHERWISE.
19. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, TOPO OF POND(S), OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION.
20. THE CONTRACTOR SHALL ARRANGE/SCHEDULE WITH OKALOOSA COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTIONS. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.
21. ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO REQUESTING A FINAL INSPECTION.
22. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND OKALOOSA COUNTY. ANY DEVIATIONS MAY RESULT IN DELAYS OF COUNTY ACCEPTANCE.
23. CONTRACTOR SHALL SAFETY-BARRICADE ALL EXCAVATIONS AND OTHER HAZARDS.
24. CONTRACTOR SHALL PROVIDE ACCESS TO PROPERTIES ADJACENT TO THE CONSTRUCTION AREAS, ADEQUATE BARRICADES, CONSTRUCTION SIGNAGE AND OTHER TRAFFIC CONTROL DEVICES SHALL BE PROVIDED IN ACCORDANCE WITH FDOT CONSTRUCTION STANDARDS. DRIVEWAY ACCESS TO ADJACENT PROPERTY SHALL BE MAINTAINED AT ALL TIMES.
25. ADEQUATE PROVISIONS SHALL BE MADE FOR THE FLOW OF SEWERS, DRAINS, WATER COURSES AND OTHER UTILITIES ENCOUNTERED DURING CONSTRUCTION.
26. ALL NEW CONCRETE FOR SITE WORK SHALL ACHIEVE A 28 DAY STRENGTH OF 3000 PSI (MIN.), UNLESS OTHERWISE SPECIFIED.
27. ALL SIDEWALKS, DRIVEWAYS AND BOARDWALKS MUST BE BUILT TO ADA STANDARDS, LATEST EDITION OF DESIGN STANDARDS AND TRANSIT FACILITY GUIDELINES.
28. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER LINES, BURIED TELEPHONE LINES, BURIED ELECTRICAL LINES AND GAS MAINS PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR IS TO COORDINATE WITH UTILITY COMPANIES FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES, AERIAL LINES, BURIED CABLE AND OTHER UTILITIES.
33. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICTS BETWEEN CONTRACT DOCUMENTS AND EXISTING CONDITIONS. THESE DRAWINGS REPRESENT KNOW STRUCTURES AND UTILITIES LOCATED IN THE PROJECT AREA. THE CONTRACTOR IS CAUTIONED THAT OTHER STRUCTURES AND UTILITIES, ABOVE OR BELOW GROUND, MAY BE ENCOUNTERED DURING THE COURSE OF THE PROJECT. THE CONTRACTOR SHOULD NOTIFY THE UTILITY COMPANY, THEN THE ENGINEER, IMMEDIATELY UPON ENCOUNTERING ANY UNEXPECTED STRUCTURE, UTILITY LINE, OR OTHER UNUSUAL CONDITION. EXISTING CONDITIONS ARE BASED ON SURVEYS BY BASKERVILLE-DONOVAN, INC.
34. ALL CONSTRUCTION RELATED ACTIVITIES SHALL BE CONDUCTED UPLAND OF THE MEAN HIGH WATER LINE. SHOULD THERE BE ANY CONFUSION IN REGARDS TO THE RELATION OF CONSTRUCTION RELATED ACTIVITIES TO THE ESTABLISHED MEAN HIGH WATER LINE, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
35. ALL PAVEMENT CUTS SHALL BE SAW CUT WITH A WET SAW TO LIMIT DUST.
36. ALL TREES IN THE PROJECT AREA ARE TO REMAIN UNDAMAGED UNLESS NOTED FOR REMOVAL OR APPROVED BY THE ENGINEER.
37. DIESEL FUEL IS NOT TO BE USED AS A RELEASE FOR HAND TOOLS AND TRUCKS PER FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2017-2018. NO RELEASE AGENT SHOULD BE POURED ONTO SOILS OVER ASPHALT SURFACES.
38. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W; 1-800-432-4770. CONTRACTOR SHALL VERIFY DEPTH AND LOCATION AND IMMEDIATELY NOTIFY ENGINEER OF CONFLICTS.
39. POWER COMPANY TO REVIEW ALL EXISTING POWER POLES PRIOR TO CONSTRUCTION FOR POSSIBLE RELOCATION/REPLACEMENT.
40. CONTRACTOR SHALL FIELD VERIFY THE CROSS SLOPES OF ALL EXISTING DRIVEWAYS TO ENSURE ADA MAXIMUM CROSS SLOPE COMPLIANCE OF TWO PERCENT (2%).
41. CONTRACTOR SHALL FIELD VERIFY DROP-OFF HEIGHTS AT ALL NOTED PEDESTRIAN HAZARD AREAS AND INSTALL APPROPRIATE MATERIAL AS FOLLOWS:
    <5.0 FT DROP-OFF USE GUIDE RAIL FDOT INDEX 515-052 (STEEL)
    >5.0 FT DROP-OFF USE PEDESTRIAN/BICYCLE RAILINGS INDEX 515-052 (STEEL)
42. CITY SHALL OBTAIN ANY/ALL TEMPORARY CONSTRUCTION EASEMENTS NECESSARY FOR PRIVATE PROPERTY IMPACTS BEYOND THE RIGHT-OF-WAY.
43. THE CONTRACTOR SHALL EMPLOY THE USE OF SILT FENCES, HAY BALES, DITCHES OR WHATEVER MEANS NECESSARY TO CONTROL EROSION AND SEDIMENTATION AT ALL TIMES. WATERS OF THE STATE, ADJACENT PROPERTIES, AND ANY NEW DRAINAGE CONSTRUCTION SHALL BE PROTECTED DURING THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN UNTIL THE COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY THE OWNER.
44. ALL ON-SITE GRADING, DRAINAGE AND PAVEMENT WORK SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
45. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DUST CONTROL.
46. THE CONTRACTOR SHALL RESTORE ALL DISTURBED RIGHTS-OF-WAY IN ACCORDANCE WITH THE EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
47. THE CONTRACTOR SHALL HIRE A SURVEYOR LICENSED IN THE STATE OF FLORIDA IN ACCORDANCE WITH SECTION 12.0 OF THE GENERAL CONDITIONS.
48. THE CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS.
49. CONTRACTOR SHALL COMPLY FULLY WITH ALL PERMIT REQUIREMENTS IMPOSED BY THE REGULATORY AUTHORITIES.
50. TYPE B STABILIZATION IS INCIDENTAL TO EARTHWORK.

UTILITY NOTES:

1. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.
2. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES.
3. POWER COMPANY WILL COMPLETE ALL WORK DURING THE HOURS OF 7:30 AM – 4:30 PM, MONDAY THRU FRIDAY. NO NIGHT OR WEEKEND WORK.
4. ALL CABLE DAMAGE MUST BE REPORTED TO THE ATT FLORIDA REPAIR SERVICE DEPARTMENT AT 611 FROM A LAND LINE OR 877-737-2478 IF USING A CELL PHONE.
5. CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
6. UTILITIES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION. NECESSARY REPAIRS SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS.
7. AT&T FLORIDA WILL COMPLETE ALL WORK DURING THE HOURS OF 7:30 AM – 4:30 PM, MONDAY THRU FRIDAY. NO NIGHT OR WEEKEND WORK.

UTILITY CONTACT INFORMATION

UTILITY	ADDRESS	CONTACT NAME	PHONE NUMBER
WATER AND SANITARY SEWER	P.O. BOX 308, DESTIN, FL 32541	DESTIN WATER USERS	(850) 837-6146
POWER	34854 EMERALD COAST PARKWAY, DESTIN, FL 32541	FLORIDA POWER & LIGHT	(800) 225-5797
NATURAL GAS	364 VALPARAISO PARKWAY, VALPARAISO, FL 32580	OKALOOSA GAS DISTRICT	(850) 729-4700
TELECOMMUNICATIONS	3405 MCLEMORE DRIVE, PENSACOLA, FL 32514	COX COMMUNICATIONS, INC.	(850) 857-4571

STORMWATER NOTES:

1. CONTRACTOR SHALL OBTAIN A NPDES PERMIT FROM FDEP PRIOR TO COMMENCEMENT WORK.
2. ALL PIPE JOINTS, INCLUDING CONNECTIONS TO STRUCTURES, SHALL BE WRAPPED WITH FILTER FABRIC IN ACCORDANCE WITH FDOT DESIGN STANDARDS AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

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ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

SEAL

SHORE AT CRYSTAL BEACH EXPANSION

NO.	DATE	APPR.	REVISION / ACTION TAKEN

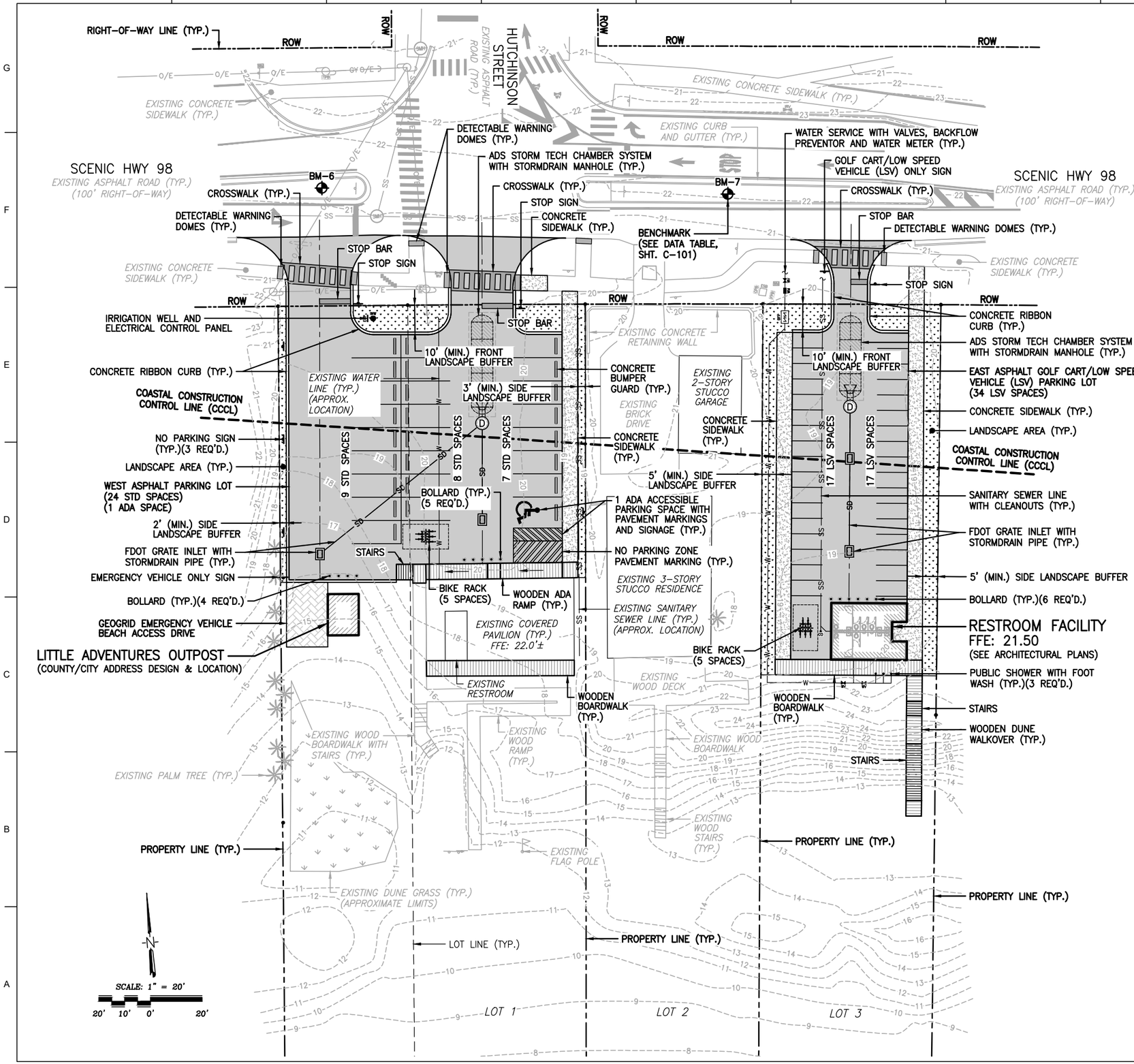
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NOT RELEASED FOR CONSTRUCTION
BY: XXX DATE: XX/XX/XX

PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR: JCP
DATE: APRIL 2023

GENERAL NOTES

G-001



LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- GEOGRID
- LANDSCAPED AREA
- WOODEN BOARDWALK
- ADS STORM TECH CHAMBER SYSTEM

SITE DATA TABLE

PARCEL ID:
00-2S-22-0590-000-00CA, 00-2S-22-0584-0000-0010,
00-2S-22-0584-0000-0030

LAND USE:
MIXED USE: (CURRENT)
MIXED USE: (FUTURE)
ZONING: COASTAL CENTER

FLOOD ZONE: X * & ZONE VE 16

BUILDING SETBACKS REQUIRED:
FRONT = NONE
SIDE = NONE
REAR = NONE
(DESTIN LAND DEVELOPMENT CODE SECTION 7.12.08 DIMENSIONAL REQUIREMENTS. TABLE 7-3 FOR REC ZONE.)

BUILDING SETBACKS PROVIDED FOR EXISTING WEST BUILDING:
ROW TO NORTH SIDE OF BLDG = 106.4± FEET
EAST PROPERTY LINE TO EAST SIDE OF BLDG = 4.5± FEET
WEST PROPERTY LINE TO WEST SIDE OF BLDG = 56.2± FEET

BUILDING SETBACKS PROVIDED FOR EAST BUILDING:
ROW TO NORTH SIDE OF BLDG = 115.8± FEET
EAST PROPERTY LINE TO EAST SIDE OF BLDG = 11.7± FEET
WEST PROPERTY LINE TO WEST SIDE OF BLDG = 27.1± FEET

BUILDING INFORMATION: PROPOSED RESTROOM FACILITY
BUILDING HEIGHT:
ALLOWED: 35'
PROPOSED: 15'
BUILDING STORIES:
ALLOWED: 3
PROPOSED: 1

GROSS FLOOR AREA: (WEST: 2158.3± SQ. FT.)
(EAST: 603.6± SQ. FT.)

TOTAL SITE AREA: (WEST: 47796.83 SQ. FT. OR 1.10 AC.)
(EAST: 30632.62 SQ. FT. OR 0.70 AC.)

MAX. FLOOR AREA RATIO: 20%

FLOOR AREA RATIO PROPOSED: (WEST: 4.5%) (EAST: 2.0%)

IMPERVIOUS AREA ALLOWED: (WEST: 35847.62 SQ. FT. OR 75%)
(EAST: 22974.47 SQ. FT. OR 75%)

IMPERVIOUS AREA PROPOSED: (WEST: 12885.86 SQ. FT. OR 27%)
(EAST: 7494.62 SQ. FT. OR 24%)

OPEN SPACE PROVIDED: (WEST: 34910.97 SQ. FT. OR 73%)
(EAST: 23182.00 SQ. FT. OR 76%)

PARKING

PARKING REQUIRED:
1 SPACE PER 150 SQ. FT. OF GROSS FLOOR AREA: (WEST: 13 SPACES)
(EAST: 5 SPACES)

PARKING PROVIDED:
REGULAR SPACES: (WEST: 24 SPACES)
ADA SPACES: (WEST: 1 SPACE)
LSV SPACES: (EAST: 34 SPACES)
BICYCLE PARKING SPACES: (WEST: 5 SPACES) (EAST: 5 SPACES)

* THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X (NO MINIMUM FLOOD ELEVATION REQUIRED) AS DETERMINED FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12091C0493J, REVISED MARCH 9, 2021.

SIGNS

SIGNS PROVIDED:
(R7-8) ADA HANDICAPPED PARKING SIGN: (WEST: 1 SIGN)
(R8-3A) NO PARKING SIGN: (WEST: 3 SIGNS)
EMERGENCY VEHICLE ACCESS ONLY SIGN: (WEST: 1 SIGN)
(R1-1) STOP SIGN: (WEST: 2 SIGNS) (EAST: 1 SIGN)
LOW SPEED VEHICLE (LSV) PARKING ONLY SIGN: (EAST: 1 SIGN)

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SEAL

SHORE AT CRYSTAL BEACH EXPANSION

NO.	DATE	APPR.	REVISION / ACTION TAKEN

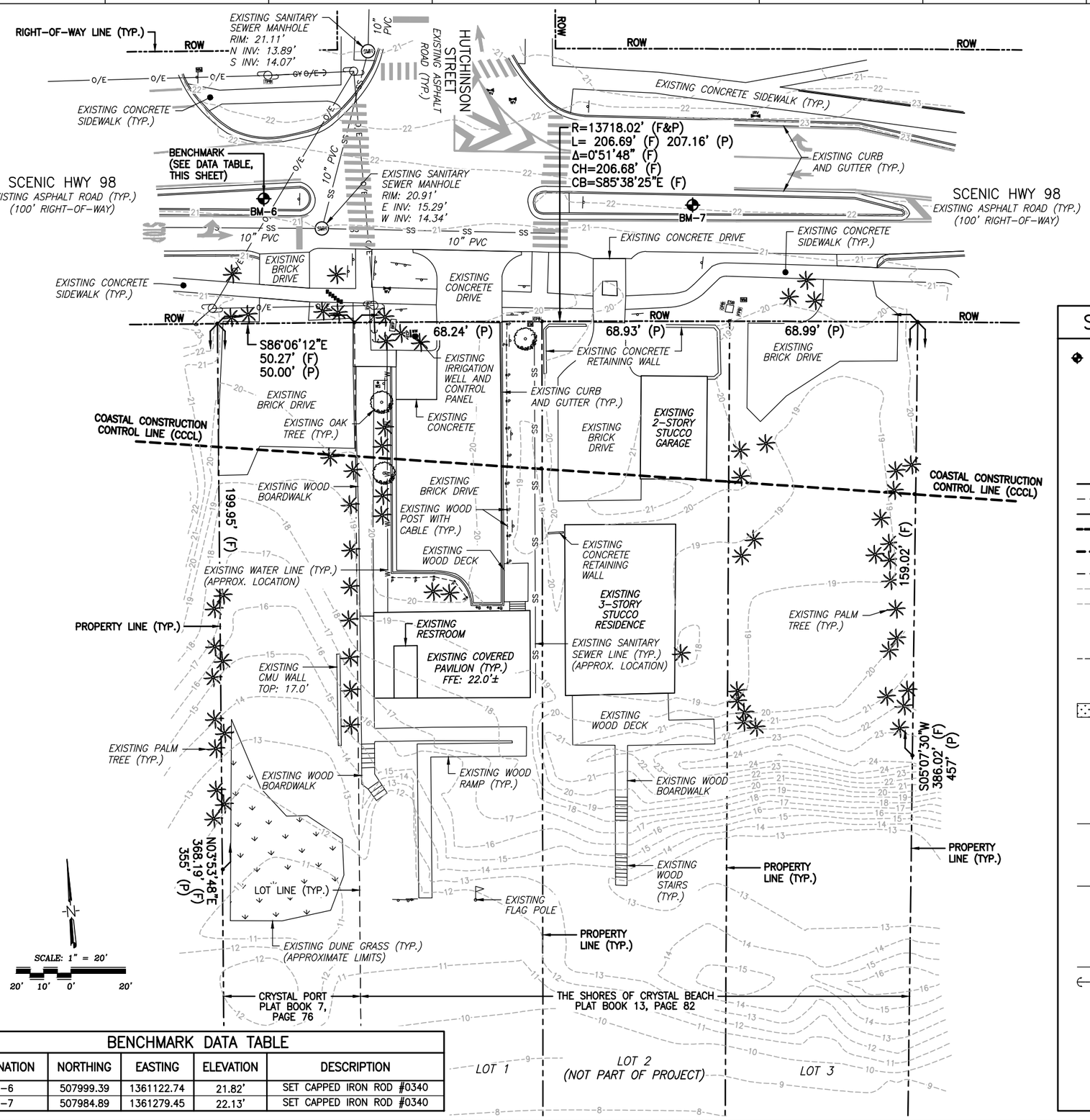
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NOT RELEASED FOR CONSTRUCTION
BY: XXX DATE: X/XX/XX

PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHKD BY: RLW
PROJ. MGR: JCP
DATE: APRIL 2023

PROJECT OVERVIEW

C-100



BENCHMARK DATA TABLE

DESIGNATION	NORTHING	EASTING	ELEVATION	DESCRIPTION
BM-6	507999.39	1361122.74	21.82'	SET CAPPED IRON ROD #0340
BM-7	507984.89	1361279.45	22.13'	SET CAPPED IRON ROD #0340

ABBREVIATION LEGEND

ROW	OR	R/W	RIGHT OF WAY
INV			INVERT
EL	OR	ELEV	ELEVATION
O.R.			OFFICIAL RECORDS BOOK
(P)			PLAT
(F)			FIELD
(D)			DEED
R			RADIUS
Δ			DELTA
L			LENGTH
C			CHORD
CH			CHORD BEARING

SURVEY SYMBOL LEGEND

- SET CAPPED IRON ROD #0340
- FOUND IRON ROAD AND CAP
- FOUND IRON ROD AND CAP
- FOUND CRIMP TOP PIPE
- FOUND IRON ROD
- FOUND OPEN TOP PIPE
- FOUND CONCRETE MONUMENT
- SET NAIL AND DISK
- RIGHT OF WAY
- PROPERTY LOT LINE
- PROPERTY LINE
- MEAN HIGH WATER LINE
- COASTAL CONSTRUCTION CONTROL LINE (CCCL)
- LANDSCAPE BUFFER SETBACK
- EXISTING MAJOR CONTOUR LINE
- EXISTING MINOR CONTOUR LINE
- SIGN (SINGLE SUPPORT)
- SIGN (MULTI SUPPORT)
- WOODEN POST CONNECTION CABLE
- WOODEN POST
- BOLLARD
- DUNE GRASS
- TREE – OAK
- TREE – PINE
- FLAG POLE
- SS — SANITARY SEWER LINE
- SMH — SANITARY SEWER MANHOLE
- IRV — IRRIGATION VALVE
- W — WATER LINE
- BFP — WATER BACKFLOW PREVENTOR
- WV — WATER VALVE
- WM — WATER METER
- WS — WATER SHOWER STATION
- O/E — OVERHEAD ELECTRICAL LINE
- GY — GUYWIRE
- ELECTRICAL POWER POLE
- EPB — ELECTRICAL WIRE PULL BOX
- ESB — ELECTRICAL SERVICE BOX
- TPB — TELEPHONE WIRE PULL BOX
- FPB — FIBER OPTIC WIRE PULL BOX
- CPB — CABLE TV WIRE PULL BOX

SURVEYOR'S NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83) AND EXISTING FIELD MONUMENTATION.
2. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE FIELD SURVEY SHOWN HEREON WAS PERFORMED IN AUGUST 2021 AND RECORDED IN FIELD BOOK 21-06, PAGES 12-18.
5. THE ABOVE GROUND UTILITIES SHOWN HEREON WERE BASED ON VISIBLE FIELD LOCATION. ANY SUBSURFACE UTILITIES SHOWN HEREIN SHOULD BE VERIFIED BY THE CONTRACTOR.
6. ALL DISTANCES ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.
7. SOIL BORING AND TEST PIT LOGS AND LABORATORY DATA CAN BE FOUND IN THE GEOTECHNICAL REPORT.

PROPERTY DESCRIPTIONS:

(O.R. BOOK 3502, PAGE 1397)
UNITS A, B, C, D, E, AND COMMON AREA OF CRYSTAL PORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 76, OF THE PUBLIC RECORD OF OKALOOSA COUNTY, FLORIDA.

AND ALSO:

(O.R. BOOK 2517, PAGE 3684)
LOT 1, THE SHORES OF CRYSTAL BEACH, A PLANNED UNIT DEVELOPMENT, A RESUBDIVISION OF A PORTION OF BLOCK B, CRYSTAL BEACH SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 82 OF THE PUBLIC RECORD OF OKALOOSA COUNTY, FLORIDA.

AND ALSO:

(O.R. BOOK 3506, PAGE 695)
LOT 3, THE SHORES OF CRYSTAL BEACH, A PLANNED UNIT DEVELOPMENT, A RESUBDIVISION OF A PORTION OF BLOCK B, CRYSTAL BEACH SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 82 OF THE PUBLIC RECORD OF OKALOOSA COUNTY, FLORIDA.
PARCEL ID NO.
00-2S-22-0584-0000-0030

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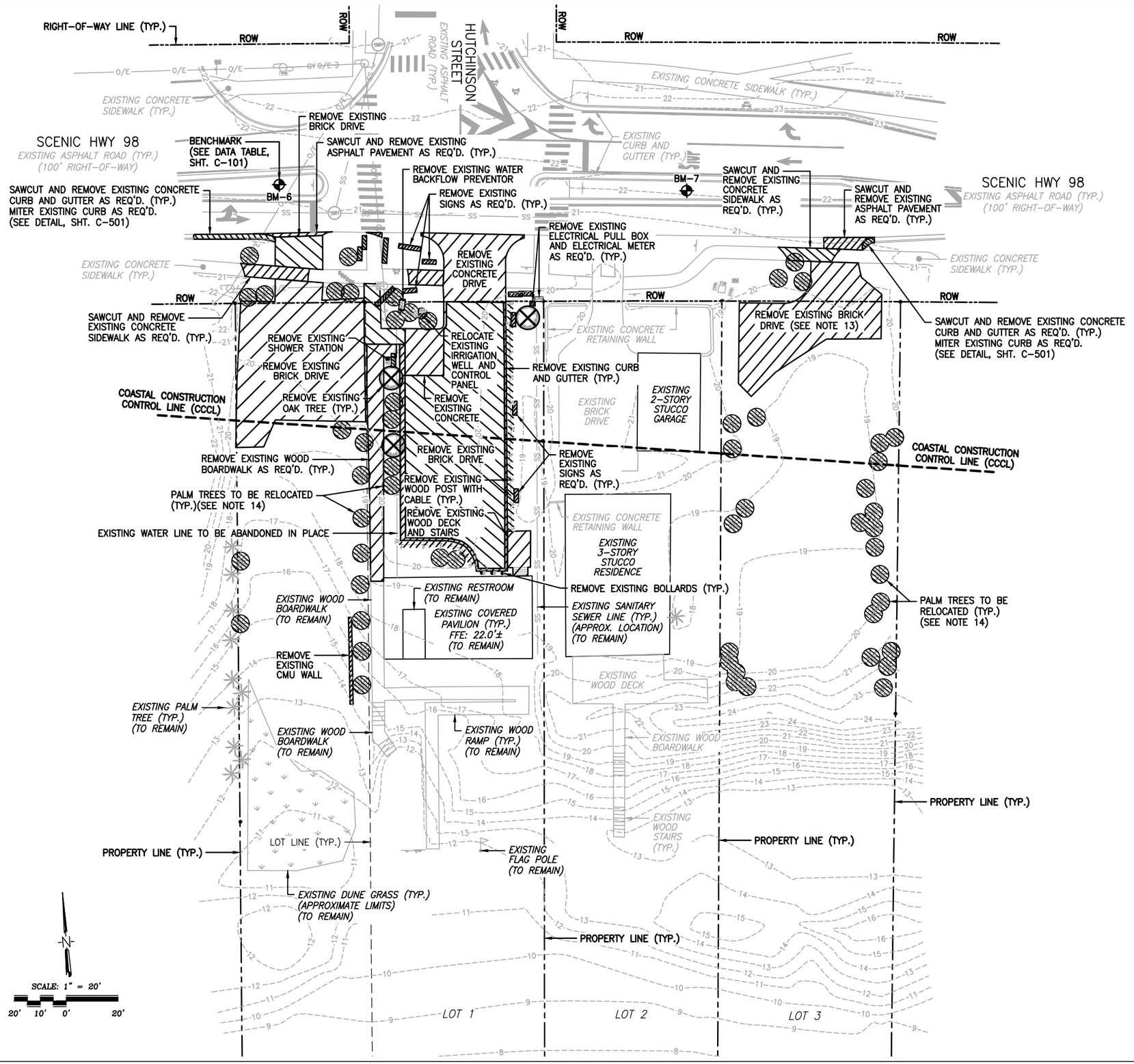
PROJECT NO: 12105.02
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PROJ. MGR.: JCP
DATE: APRIL 2023

EXISTING CONDITIONS

C-101

I:\121 Okaloosa County\12105.02 Crystal Beach Park Redesign\CADD Drawings (DWGS and DGNS)\C-101 – Ex Conditions.dwg, Apr 19, 2023 – 10:11:21AM, jjohnson

60% SUBMITTAL



DEMOLITION NOTES:

1. SEE SHEET C-101 FOR SURVEY BENCHMARKS, SURVEY SYMBOL LEGEND AND ABBREVIATION LEGEND.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACCURACY OF THE EXISTING SITE INFORMATION SHOWN HERE IN. ANY CHANGED OR ALTERED SITE CONDITION SHALL BE BROUGHT TO THE ATTENTION OF THE COUNTY AND CITY IMMEDIATELY.
3. ALL EXISTING DEBRIS AND DEBRIS FROM CONSTRUCTION OPERATIONS SHALL BE DISPOSED OF OFF-SITE AT THE CONTRACTOR'S EXPENSE.
4. TOPSOIL SUITABLE FOR REUSE SHALL BE STOCKPILED ON-SITE IN AN APPROVED LOCATION AND REDISTRIBUTED OVER ALL DISTURBED AREAS IN ONE 4" LAYER, (LOOSE THICKNESS).
5. ALL WORK ADJACENT TO OR ON EXISTING ROADWAYS SHALL COMPLY WITH CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS FOR TRAFFIC CONTROL AND SAFETY. THE CONTRACTOR SHALL HOLD THE COUNTY AND CITY HARMLESS FOR ANY INCIDENT OCCURRING ON OR ADJACENT TO THE PROJECT SITE.
6. EXISTING TREES SHOWN OUTSIDE THE LIMITS OF CLEARING AND GRUBBING ARE TO REMAIN. PRIOR TO SITE CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL CLEARLY IDENTIFY THE CLEARING LIMITS.
7. CLEARING AND GRUBBING OF TREES AND SHRUBS NOT OTHERWISE IDENTIFIED SHALL BE LIMITED TO THAT WHICH IS ABSOLUTELY REQUIRED FOR NEW CONSTRUCTION. ANY ADDITIONAL CLEARING AND/OR GRUBBING OF TREES SHALL BE COMPLETED AS APPROVED BY THE COUNTY AND CITY.
8. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL LOCATE ALL UTILITIES. ANY UTILITY ADJUSTMENTS, EXISTING OR PROPOSED, REQUIRED TO COMPLETE CONSTRUCTION UNDER THIS CONTRACT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, THE TEMPORARY RELOCATION OF EXISTING OVERHEAD POWER LINES. ALL WORK IN THE VICINITY OF OVERHEAD POWER LINES SHALL CONFORM TO APPLICABLE (LOCAL) SAFETY REQUIREMENTS. THE CONTRACTOR IS TO REPAIR DAMAGES TO EXISTING UTILITIES THAT ARE TO REMAIN IN SERVICE IMMEDIATELY AT NO ADDITIONAL COSTS OR EXPENSE TO THE COUNTY AND CITY.
9. REFER TO ELECTRICAL, COMMUNICATIONS AND OTHER DISCIPLINES FOR UTILITIES REQUIRING REMOVAL, COORDINATION AND/OR RELOCATION.
10. THE CONSTRUCTION CONTRACTOR SHALL INVESTIGATE, MARK, AND PROTECT IN PLACE, AS NEEDED, ALL APPLICABLE EXISTING UNDERGROUND UTILITIES THAT ARE TO REMAIN IN PLACE/SERVICE DURING CONSTRUCTION OPERATIONS THAT MAY BE SUBJECT TO DAMAGE DUE TO THE ONGOING CONSTRUCTION OPERATIONS.
11. CONTRACTOR SHALL SAW CUT THE LIMITS OF ASPHALT PAVEMENT TO BE REMOVED AND PROTECT EDGE OF ASPHALT FROM DAMAGE. ANY DAMAGE TO THE SAW CUT LINE SHALL REQUIRE THE CONTRACTOR TO RE-SAW CUT A NEW LINE BEFORE PLACEMENT OF NEW ASPHALT PAVEMENT.
12. ACTUAL AMOUNT OF ASPHALT PAVEMENT REMOVAL WILL VARY DEPENDING ON THE TYPE OF EQUIPMENT AND CONSTRUCTION TECHNIQUE USED BY THE CONTRACTOR FOR INSTALLATION OF THE NEW SITE LAYOUT.
13. THERE ARE STRUCTURES THAT HAVE BEEN PREVIOUSLY DEMOLISHED AS SHOWN ON THE CRITERIA DOCUMENT. IT IS NOT KNOWN TO WHAT EXTENT THAT DEMOLITION OCCURRED. REMAINING PORTIONS OF THOSE STRUCTURES MAY INTERFERE WITH THE CONSTRUCTION OF THE NEW LAYOUT AND MUST BE REMOVED TO THE EXTENT NECESSARY TO ACCOMPLISH THE NEW WORK.
14. CONTRACTOR SHALL RELOCATE ALL PALM TREES WHICH IS ABSOLUTELY REQUIRED FOR NEW CONSTRUCTION. PALM TREES SHALL BE RELOCATED AND APPROVED BY THE COUNTY AND CITY.

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DEMOLITION PLAN

C-102

NOTE:
SEE SHEET C-104 FOR GEOMETRY NOTES.

XX DENOTES GEOMETRIC POINT (SEE SHEET C-104 FOR GEOMETRIC DATA TABLES)

BM-6
BM-7
BENCHMARK (SEE DATA TABLE, SHT. C-101)

SCENIC HWY 98
EXISTING ASPHALT ROAD (TYP.)
(100' RIGHT-OF-WAY)

DETECTABLE WARNING DOMES (TYP.)
12" CONCRETE RIBBON CURB (TYP.)(SEE DETAILS, SHT. C-501)
10' (MIN.) FRONT LANDSCAPE BUFFER (TYP.)
CROSSWALK (TYP.)
CONCRETE SIDEWALK (TYP.) (SEE DETAILS, SHT. C-512)
EXISTING CONCRETE PAVEMENT
EXISTING CURB AND GUTTER (TYP.)
GOLF CART/LOW SPEED VEHICLE (LSV) ONLY SIGN
STOP BAR
STOP SIGN
ROW
EXISTING CONCRETE DRIVE (TYP.)
EXISTING CONCRETE SIDEWALK (TYP.)
EXISTING CONCRETE RETAINING WALL (TYP.)
LANDSCAPE AREA (TYP.)
NO PARKING SIGN
IRRIGATION WELL AND ELECTRICAL CONTROL PANEL
12" CONCRETE RIBBON CURB (TYP.) (SEE DETAILS, SHT. C-501)
ADS STORM TECH CHAMBER SYSTEM (TYP.) (SEE DETAILS, SHTS. C-503 THRU C-508)
SANITARY SEWER LINE WITH CLEANOUTS (TYP.)
CONCRETE SIDEWALK (TYP.) (SEE DETAILS, SHT. C-512)
EXISTING BRICK DRIVE (TYP.)
EXISTING 2-STORY STUCCO GARAGE
FDOT TYPE 8 STORMDRAIN MANHOLE WITH WEEP HOLE AND WEIR (TYP.) (SEE DETAILS, SHTS. C-509 AND C-510)
COASTAL CONSTRUCTION CONTROL LINE (CCCL)
PROPERTY LINE (TYP.)
WEST ASPHALT PARKING LOT (24 STD SPACES) (1 ADA SPACE) (SEE PAVEMENT SECTION, C-300)
EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT (34 LSV SPACES) (SEE PAVEMENT SECTION, C-300)
CONCRETE BUMPER GUARD (TYP.) (SEE DETAILS, SHT. C-511)
EXISTING WATER LINE (TYP.) (APPROX. LOCATION)
2' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
3' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
EXISTING CONCRETE RETAINING WALL (TYP.)
WATER SERVICE WITH VALVES, BACKFLOW PREVENTOR AND WATER METER (TYP.)
BOLLARD (TYP.) (4 REQ'D.) (SEE DETAILS, SHT. C-501)
BIKE RACK (5 SPACES) (SEE DETAILS, SHT. C-502)
1 ADA ACCESSIBLE PARKING SPACE WITH PAVEMENT MARKINGS AND SIGNAGE (TYP.) (SEE DETAILS, SHTS. C-702 THRU C-705)
NO PARKING ZONE PAVEMENT MARKING (TYP.) (SEE DETAILS, SHT. C-701)
FDOT TYPE C GRATE INLET (TYP.) (SEE DETAILS, SHTS. C-509 THRU C-511)
5' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
EMERGENCY VEHICLE ONLY SIGN
BOLLARD (TYP.) (5 REQ'D.) (SEE DETAILS, SHT. C-501)
EXISTING 3-STORY STUCCO RESIDENCE
PROPERTY LINE (TYP.)
WOODEN STAIRS (TYP.) (SEE STRUCTURAL PLANS)
WOODEN ADA RAMP (TYP.) (SEE STRUCTURAL PLANS)
EXISTING SANITARY SEWER LINE (TYP.) (APPROX. LOCATION)
EXISTING PALM TREE (TYP.)
EXISTING COVERED PAVILION (TYP.)
RESTROOM FACILITY (SEE ARCHITECTURAL PLANS)
PUBLIC SHOWER WITH FOOT WASH (TYP.)(3 REQ'D.) (SEE DETAILS, SHT. CU-502)
LITTLE ADVENTURES OUTPOST (COUNTY/CITY ADDRESS DESIGN & LOCATION)
GEOGRID EMERGENCY VEHICLE BEACH ACCESS DRIVE (SEE PAVEMENT SECTION, C-300)
EXISTING RESTROOM
WOODEN BOARDWALK (TYP.) (SEE STRUCTURAL PLANS)
EXISTING WOOD DECK (TYP.)
EXISTING WOOD RAMP (TYP.)
WOODEN DUNE WALKOVER (TYP.) (SEE STRUCTURAL PLANS)

SCALE: 1" = 10'

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GEOMETRY PLAN

C-103

60% SUBMITTAL

GEOMETRIC POINT DATA TABLE

SYMBOL NO. XX	NORTHING	EASTING	DESCRIPTION
1	507844.94	1361151.28	CORNER OF EXISTING COVERED PAVILION
2	507841.30	1361208.51	CORNER OF EXISTING COVERED PAVILION
3	507809.44	1361206.18	CORNER OF EXISTING COVERED PAVILION
4	507813.64	1361149.01	CORNER OF EXISTING COVERED PAVILION
5	507980.69	1361120.41	℄ OF WEST ENTRANCE OF WEST ASPHALT PARKING LOT, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD
6	507848.05	1361110.33	℄ OF WEST ENTRANCE OF WEST ASPHALT PARKING LOT AND FACE OF RIBBON CURB
7	507982.75	1361088.34	PC/PT OF 20' RADIUS FOR WEST ENTRANCE OF WEST ASPHALT PARKING LOT, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD
8	507961.28	1361106.90	PC/PT OF 20' RADIUS FOR WEST ENTRANCE OF WEST ASPHALT PARKING LOT AND FACE OF RIBBON CURB
9	507848.96	1361098.37	WEST ASPHALT PARKING LOT AND FACE OF RIBBON CURB
10	507845.80	1361139.88	WEST ASPHALT PARKING LOT, FACE OF RIBBON CURB AND WOODEN BOARDWALK STAIRS
11	507851.78	1361140.34	WEST ASPHALT PARKING LOT AND WOODEN BOARDWALK STAIRS
12	507847.57	1361204.53	WEST ASPHALT PARKING LOT, CONCRETE SIDEWALK AND WOODEN BOARDWALK ADA RAMP
13	507935.63	1361211.22	WEST ASPHALT PARKING LOT, CONCRETE SIDEWALK AND FACE OF RIBBON CURB
14	507936.61	1361198.26	PC/PT OF 6' RADIUS FOR EAST ENTRANCE OF WEST ASPHALT PARKING LOT AND FACE OF RIBBON CURB
15	507943.05	1361192.73	PC/PT OF 6' RADIUS FOR EAST ENTRANCE OF WEST ASPHALT PARKING LOT AND FACE OF RIBBON CURB
16	507954.35	1361193.59	PC/PT OF 20' RADIUS FOR EAST ENTRANCE OF WEST ASPHALT PARKING LOT AND FACE OF EXISTING CONCRETE SIDEWALK
17	507972.74	1361215.48	PC/PT OF 20' RADIUS FOR EAST ENTRANCE OF WEST ASPHALT PARKING LOT, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD
18	507975.90	1361183.19	℄ OF EAST ENTRANCE OF WEST ASPHALT PARKING LOT, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD
19	507849.53	1361173.59	℄ OF EAST ENTRANCE OF WEST ASPHALT PARKING LOT AND WOODEN BOARDWALK ADA RAMP
20	507978.59	1361152.62	PC/PT OF 19' RADIUS FOR EAST ENTRANCE OF WEST ASPHALT PARKING LOT, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD
21	507958.23	1361169.81	PC/PT OF 19' RADIUS FOR EAST ENTRANCE OF WEST ASPHALT PARKING LOT AND FACE OF EXISTING CONCRETE SIDEWALK
22	507947.86	1361169.03	PC/PT OF 9' RADIUS FOR EAST ENTRANCE OF WEST ASPHALT PARKING LOT AND FACE OF RIBBON CURB
23	507939.57	1361159.37	PC/PT OF 9' RADIUS FOR EAST ENTRANCE OF WEST ASPHALT PARKING LOT AND FACE OF RIBBON CURB
24	507941.16	1361138.47	PC/PT OF 9' RADIUS FOR WEST ENTRANCE OF WEST ASPHALT PARKING LOT AND FACE OF RIBBON CURB
25	507950.81	1361130.18	PC/PT OF 9' RADIUS FOR WEST ENTRANCE OF WEST ASPHALT PARKING LOT AND FACE OF RIBBON CURB
26	507961.20	1361130.97	PC/PT OF 19' RADIUS FOR WEST ENTRANCE OF WEST ASPHALT PARKING LOT AND FACE OF EXISTING CONCRETE SIDEWALK

GEOMETRIC POINT DATA TABLE

SYMBOL NO. XX	NORTHING	EASTING	DESCRIPTION
27	507978.68	1361151.66	PC/PT OF 19' RADIUS FOR WEST ENTRANCE OF WEST ASPHALT PARKING LOT, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD
28	507963.26	1361325.68	℄ OF EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD
29	507823.32	1361314.08	℄ OF EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT AND RESTROOM FACILITY
30	507965.41	1361302.43	PC/PT OF 17' RADIUS FOR EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD
31	507947.08	1361317.81	PC/PT OF 17' RADIUS FOR EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT AND FACE OF RIBBON CURB
32	507934.16	1361316.74	PC/PT OF 6' RADIUS FOR EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT AND FACE OF RIBBON CURB
33	507928.68	1361310.27	PC/PT OF 6' RADIUS FOR EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT AND FACE OF RIBBON CURB
34	507929.50	1361300.30	EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT, CONCRETE SIDEWALK AND FACE OF RIBBON CURB
35	507803.25	1361289.84	EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT, CONCRETE SIDEWALK AND WOODEN BOARDWALK
36	507801.96	1361305.37	EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT, WOODEN BOARDWALK AND CORNER OF RESTROOM FACILITY
37	507823.89	1361307.18	EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT AND CORNER OF RESTROOM FACILITY
38	507821.46	1361336.50	EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT, CONCRETE SIDEWALK AND CORNER OF RESTROOM FACILITY
39	507799.53	1361334.68	CONCRETE SIDEWALK, WOODEN BOARDWALK AND CORNER OF RESTROOM FACILITY
40	507925.79	1361345.15	EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT, CONCRETE SIDEWALK AND FACE OF RIBBON CURB
41	507926.61	1361335.18	PC/PT OF 6' RADIUS FOR EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT AND FACE OF RIBBON CURB
42	507933.09	1361329.70	PC/PT OF 6' RADIUS FOR EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT AND FACE OF RIBBON CURB
43	507945.88	1361330.76	PC/PT OF 17' RADIUS FOR EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT AND FACE OF RIBBON CURB
44	507961.43	1361348.97	PC/PT OF 17' RADIUS FOR EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD

NOTES:

1. SEE SHEET C-101 FOR SURVEY BENCHMARKS, SURVEY SYMBOL LEGEND AND ABBREVIATION LEGEND.
2. SEE SHEETS C-103 AND C-104 FOR GEOMETRY PLANS AND DATA TABLES.
3. SEE SHEETS C-105 THRU C-107 FOR GRADING AND DRAINAGE PLANS AND DATA TABLES.
4. SEE SHEETS C-509 THRU C-513 FOR FDOT STANDARD DETAILS.
5. SEE STRUCTURAL PLANS FOR WOODEN BOARDWALK GEOMETRY AND DETAILS.
6. SEE SHEETS C-700 THRU C-706 FOR STRIPING AND SIGNAGE PLAN AND FDOT STANDARD DETAILS.
7. SEE SHEETS CU-100 THRU CU-504 FOR WATER AND SANITARY SEWER PLAN AND DETAILS.

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ENGINEERING BUSINESS: EB-0000340
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SEAL

SHORE AT CRYSTAL BEACH EXPANSION

NO.	DATE	APPR.	REVISION / ACTION TAKEN

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PROJ. MGR: JCP
DATE: APRIL 2023

GEOMETRIC DATA TABLES

C-104

60% SUBMITTAL

NOTE:

SEE SHEET C-107 FOR GRADING AND STORM DRAINAGE NOTES.

S-XX DENOTES STORM DRAINAGE STRUCTURE

P-X DENOTES STORM DRAINAGE PIPE

SCENIC HWY 98
EXISTING ASPHALT ROAD (TYP.)
(100' RIGHT-OF-WAY)

BM-6

BM-7

BENCHMARK (SEE DATA TABLE, SHT. C-101)

EXISTING CONCRETE PAVEMENT

EXISTING CURB AND GUTTER (TYP.)

MATCH EXISTING (20.21±)
MATCH EXISTING (20.72±)
MATCH EXISTING (20.69±)
MATCH EXISTING (20.68±)
MATCH EXISTING (20.67±)
MATCH EXISTING (20.66±)
MATCH EXISTING (20.70±)
CONCRETE SIDEWALK (TYP.)
MATCH EXISTING (20.12±)
MATCH EXISTING (20.59±)
MATCH EXISTING (20.72±)
MATCH EXISTING (20.63±)
MATCH EXISTING (20.74±)
MATCH EXISTING (20.51±)
MATCH EXISTING (20.36±)
MATCH EXISTING (20.07±)
MATCH EXISTING (20.64±)
MATCH EXISTING (20.52±)
MATCH EXISTING (20.39±)
MATCH EXISTING (20.43±)
MATCH EXISTING (20.24±)
MATCH EXISTING (20.05±)
MATCH EXISTING (20.09±)
MATCH EXISTING (20.96±)
MATCH EXISTING (20.81±)
MATCH EXISTING (21.17±)
MATCH EXISTING (20.80±)
MATCH EXISTING (20.77±)
MATCH EXISTING (20.72±)
MATCH EXISTING (21.22±)
MATCH EXISTING (20.71±)
MATCH EXISTING (20.87±)

EXISTING CONCRETE DRIVE (TYP.)
EXISTING CONCRETE SIDEWALK (TYP.)
EXISTING CONCRETE RETAINING WALL (TYP.)
EXISTING CONCRETE RETAINING WALL (TYP.)
EXISTING BRICK DRIVE (TYP.)
EXISTING 2-STORY STUCCO GARAGE
EXISTING CONCRETE RETAINING WALL (TYP.)
EXISTING 3-STORY STUCCO RESIDENCE
EXISTING COVERED PAVILION (TYP.) FFE: 22.0±
EXISTING SANITARY SEWER LINE (TYP.) (APPROX. LOCATION)
EXISTING PALM TREE (TYP.)
EXISTING WOOD RAMP (TYP.)
EXISTING WOOD DECK (TYP.)
EXISTING RESTROOM

ROW
PROPERTY LINE (TYP.)
COASTAL CONSTRUCTION CONTROL LINE (CCCL)

LANDSCAPE AREA (TYP.)
IRRIGATION WELL AND ELECTRICAL CONTROL PANEL
CONCRETE RIBBON CURB (TYP.)
10' (MIN.) FRONT LANDSCAPE BUFFER (TYP.)
ADS STORM TECH CHAMBER SYSTEM (TYP.)(SEE SHT. C-107, NOTE 7)
FDOT TYPE 8 STORMDRAIN MANHOLE WITH WEEP HOLE AND WEIR (TYP.) (SEE SHT. C-107, NOTE 7)
CONCRETE SIDEWALK (TYP.)
3' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
5' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
2' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
CONCRETE BUMPER GUARD (TYP.)
STORMDRAIN PIPE (TYP.)
BIKE RACK
FDOT TYPE C GRATE INLET (TYP.) (SEE DETAILS, SHTS. C-509 THRU C-511)
BOLLARD (TYP.)
WOODEN STAIRS (TYP.) (SEE STRUCTURAL PLANS)
WOODEN ADA RAMP (TYP.) (SEE STRUCTURAL PLANS)
WOODEN BOARDWALK (TYP.) (SEE STRUCTURAL PLANS)
WOODEN DUNE WALKOVER (TYP.) (SEE STRUCTURAL PLANS)
GEOGRID EMERGENCY VEHICLE BEACH ACCESS DRIVE (SEE PAVEMENT SECTION, C-300)
WEST ASPHALT PARKING LOT (SEE PAVEMENT SECTION, C-300)
EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT (SEE PAVEMENT SECTION, C-300)
CONCRETE RIBBON CURB (TYP.)
WATER SERVICE WITH VALVES, BACKFLOW PREVENTOR AND WATER METER (TYP.)
SANITARY SEWER LINE WITH CLEANOUTS (TYP.)
LANDSCAPE AREA (TYP.)
PUBLIC SHOWER WITH FOOT WASH (TYP.)
RESTROOM FACILITY FFE: 21.50 (SEE ARCHITECTURAL PLANS)
LITTLE ADVENTURES OUTPOST (COUNTY/CITY ADDRESS DESIGN & LOCATION)

S-1 S-2 S-3 S-4 S-5 S-6
P-1 P-2 P-3 P-4

SCALE: 1" = 10'
10' 5' 0' 10'

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SEAL

SHORE AT CRYSTAL BEACH EXPANSION

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PROJ. MGR.: JCP
DATE: APRIL 2023

GRADING AND STORM DRAINAGE PLAN

C-105

I:\121 Okaloosa County\12105.02 Crystal Beach Park Redesign\CADD Drawings (DWGS and DGNS)\C-105 – C-107 – Grading and Drainage.dwg, Apr 19, 2023 – 9:02:17AM, jjohnson

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COASTAL CONSTRUCTION CONTROL LINE (CCCL)
CONCRETE RIBBON CURB (TYP.)
LANDSCAPE AREA (TYP.)
WEST ASPHALT PARKING LOT (SEE PAVEMENT SECTION, C-300)
2' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
CONCRETE BUMPER GUARD (TYP.)
FDOT TYPE C GRATE INLET (TYP.) (SEE DETAILS, SHTS. C-509 THRU C-511)
BOLLARD (TYP.)
GEOGRID EMERGENCY VEHICLE BEACH ACCESS DRIVE (SEE PAVEMENT SECTION, C-300)
LITTLE ADVENTURES OUTPOST (COUNTY/CITY ADDRESS DESIGN & LOCATION)
PROPERTY LINE (TYP.)
EXISTING PALM TREE (TYP.)
EXISTING DUNE GRASS (TYP.), (APPROXIMATE LIMITS)
EXISTING WOOD BOARDWALK WITH STAIRS (TYP.)
EXISTING WATER LINE (TYP.) (APPROX. LOCATION)
STORMDRAIN PIPE (TYP.)
BIKE RACK
MATCH EXISTING (TYP.)
WOODEN STAIRS (TYP.) (SEE STRUCTURAL PLANS)
WOODEN ADA RAMP (TYP.) (SEE STRUCTURAL PLANS)
WOODEN BOARDWALK (TYP.) (SEE STRUCTURAL PLANS)
EXISTING RESTROOM
EXISTING COVERED PAVILION (TYP.) FFE: 22.0±
EXISTING WOOD RAMP (TYP.)
EXISTING WOOD RAMP (TYP.)
EXISTING SIGN (TYP.)
EXISTING FLAG POLE
FDOT TYPE 8 STORMDRAIN MANHOLE WITH WEEP HOLE AND WEIR (TYP.) (SEE SHT. C-107, NOTE 7)
LANDSCAPE AREA (TYP.)
3' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
EXISTING CONCRETE RETAINING WALL (TYP.)
CONCRETE SIDEWALK (TYP.)
EXISTING SANITARY SEWER LINE (TYP.) (APPROX. LOCATION)
EXISTING BRICK DRIVE (TYP.)
EXISTING 2-STORY STUCCO GARAGE
EXISTING 3-STORY STUCCO RESIDENCE
EXISTING PALM TREE (TYP.)
EXISTING WOOD DECK (TYP.)
EXISTING WOOD BOARDWALK (TYP.)
EXISTING WOOD STAIRS (TYP.)
EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT (SEE PAVEMENT SECTION, C-300)
WATER SERVICE WITH VALVES, BACKFLOW PREVENTOR AND WATER METER (TYP.)
SANITARY SEWER LINE WITH CLEANOUTS (TYP.)
5' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
RESTROOM FACILITY FFE: 21.50 (SEE ARCHITECTURAL PLANS)
PUBLIC SHOWER WITH FOOT WASH (TYP.)
WOODEN BOARDWALK (TYP.) (SEE STRUCTURAL PLANS)
WOODEN STAIRS (TYP.) (SEE STRUCTURAL PLANS)
WOODEN DUNE WALKOVER (TYP.) (SEE STRUCTURAL PLANS)
WOODEN STAIRS (TYP.) (SEE STRUCTURAL PLANS)
PROPERTY LINE (TYP.)
PROPERTY LINE (TYP.)
PROPERTY LINE (TYP.)
CONCRETE SIDEWALK (TYP.)
COASTAL CONSTRUCTION CONTROL LINE (CCCL)
STORMDRAIN PIPE (TYP.)
5' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
FDOT TYPE C GRATE INLET (TYP.) (SEE DETAILS, SHTS. C-509 THRU C-511)
BOLLARD (TYP.)
LANDSCAPE AREA (TYP.)

S-1 S-2 S-3 S-4 S-5
P-1 P-2 P-3 P-4

NOTE:
SEE SHEET C-107 FOR GRADING AND STORM DRAINAGE NOTES.

S-XX DENOTES STORM DRAINAGE STRUCTURE
P-X DENOTES STORM DRAINAGE PIPE

SCALE: 1" = 10'
10' 5' 0' 10'

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SEAL

SHORE AT CRYSTAL BEACH EXPANSION

NO.	DATE	APPR.	REVISION / ACTION TAKEN

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PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR.: JCP
DATE: APRIL 2023

GRADING AND STORM DRAINAGE PLAN

C-106

I:\121 Okaloosa County\12105.02 Crystal Beach Park Redesign\CADD Drawings (DWGS and DGNS)\C-105 - C-107 - Grading and Drainage.dwg, Apr 19, 2023 - 9:02:37AM, jjohnson

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NOTES:

1. SEE SHEET C-101 FOR SURVEY BENCHMARKS, SURVEY SYMBOL LEGEND AND ABBREVIATION LEGEND.
2. SEE SHEETS C-105 AND C-106 FOR GRADING AND STORM DRAINAGE PLANS.
3. CONTRACTOR TO USE CAUTION WHEN DIGGING NEAR EXISTING UTILITIES AND MAY BE REQUIRED TO HAND DIG IN SOME AREAS. CONTRACTOR MAY BE REQUIRED TO TEMPORARILY SUPPORT EXISTING UTILITIES WHILE INSTALLING STORM DRAINAGE PIPES.
4. NORTHING AND EASTING COORDINATES BASED ON CENTER OF INLETS AND CENTER OF MANHOLES.
5. PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURES.
6. CONTRACTOR TO USE CAUTION WHEN DIGGING NEAR EXISTING UTILITIES AND MAY BE REQUIRED TO HAND DIG IN SOME AREAS. CONTRACTOR MAY BE REQUIRED TO TEMPORARILY SUPPORT EXISTING UTILITIES WHILE INSTALLING STORM DRAINAGE PIPES.
7. CONTRACTOR SHALL PROVIDE FDOT STORMDRAIN MANHOLE WITH WEEP HOLE. STRUCTURE INVERT ELEVATION SHALL BE AS IDENTIFIED IN THE STORM DRAINAGE STRUCTURE DATA TABLE. SEE SHEETS C-509 AND C-510 FOR FDOT TYPE 8 STORMDRAIN MANHOLE DETAILS, SEE SHEETS C-503 THRU C-508 FOR ADS STORM TECH CHAMBER SYSTEM DETAILS, AND SEE SHEET C-509 FOR WEEP HOLE DETAILS.

S-XX — DENOTES STORM DRAINAGE STRUCTURE (SEE TABLE FOR TYPE AND LOCATION)

P-X — DENOTES STORM DRAINAGE PIPE (SEE TABLE FOR TYPE AND SIZE)

STORM DRAINAGE PIPE DATA TABLE

PIPE NO. P-XX	SIZE (IN)	TYPE	LENGTH (FT)	SLOPE (%)	INV. US (FT)	INV. DS (FT)	PIPE CLASS
P-1	15	RCP	80.78	0.5	13.20	12.80	III
P-2	15	RCP	37.34	0.5	14.50	14.31	III
P-3	15	RCP	36.00	0.5	15.50	15.37	III
P-4	15	RCP	20.00	0.5	15.37	15.27	III

INV. US – DENOTES INVERT UP STREAM

INV. DS – DENOTES INVERT DOWN STREAM

RCP – DENOTES REINFORCED CONCRETE PIPE

STORM DRAINAGE STRUCTURE DATA TABLE

STRUCTURE NO. S-XX	TYPE	NORTHING	EASTING	TOP (T); GRATE (G); (FT)	NORTH INV. (FT)	SOUTH INV. (FT)	SOUTH WEST INV. (FT)	NORTH EAST INV. (FT)
S-1	FDOT TYPE C GRATE INLET	507858.02	1361111.09	(G) 17.48	–	–	–	13.20
S-2	FDOT TYPE C GRATE INLET	507866.48	1361174.87	(G) 18.70	14.50	–	–	–
S-3 (SEE NOTE 9)	FDOT TYPE 8 STORMDRAIN MANHOLE WITH WEEP HOLE AND WEIR	507903.71	1361177.71	(T) 19.32	10.82	14.31	12.80	–
S-4	FDOT TYPE C GRATE INLET	507843.25	1361315.73	(G) 19.80	15.50	–	–	–
S-5	FDOT TYPE C GRATE INLET	507879.12	1361318.70	(G) 19.20	15.37	15.37	–	–
S-6 (SEE NOTE 9)	FDOT TYPE 8 STORMDRAIN MANHOLE WITH WEEP HOLE AND WEIR	507899.06	1361320.36	(T) 19.44	10.94	15.27	–	–

ADS – DENOTES ADVANCED DRAINAGE SYSTEM (ADS) PIPES FOR ADS STORM TECH CHAMBER SYSTEM. SEE DETAILS, SHTS. C-503 THRU C-508.

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STORM DRAINAGE DATA TABLES AND NOTES

C-107

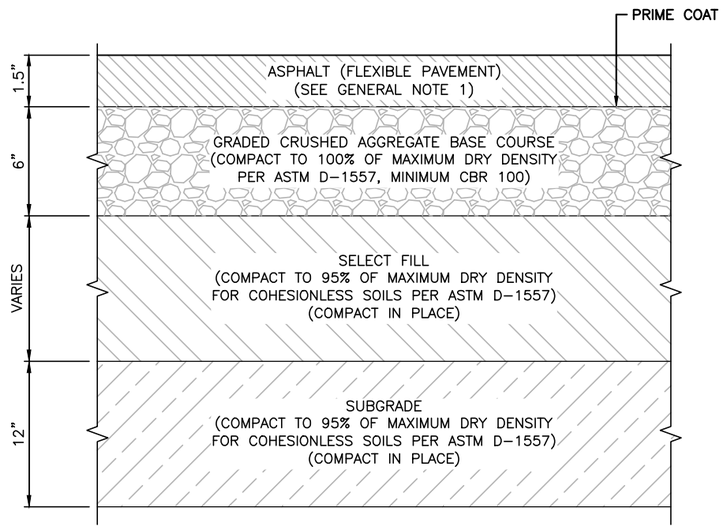
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GENERAL NOTES:

1. ASPHALT (FLEXIBLE PAVEMENT) REFERS TO ASPHALT PAVING SPECIFICATION 32 12 16.
2. SEE SPECIFICATION 31 20 00 EARTH MOVING FOR UNDERCUTTING, COMPACTION, BACKFILLING, ETC.

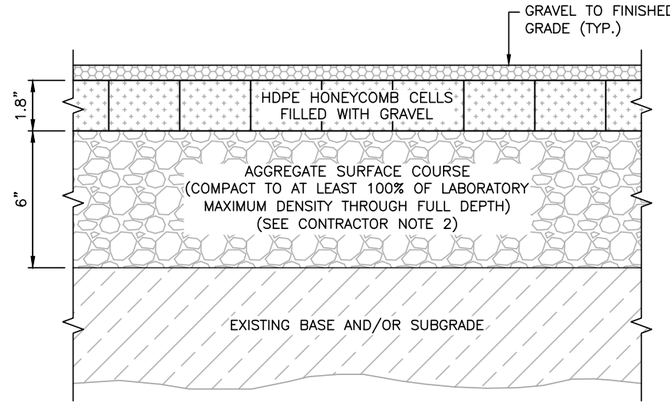
NOTES TO CONTRACTOR:

1. IN THE AREAS OF NEW PAVEMENTS WHERE THERE ARE NO EXISTING PAVEMENTS; CUT AND FILL MUST BE CONSIDERED. VOLUMES OF EARTHWORK MATERIAL TO BE CUT OR FILLED IN THESE AREAS ARE BASED ON NEW PAVEMENT, BASE COURSE AND COMPACTED SUBGRADE REQUIREMENTS. IF THE AREA IS IN CUT, ADDITIONAL EARTHWORK MATERIAL MUST BE REMOVED EQUAL TO THE NEW PAVEMENT STRUCTURE INCLUDING THE COMPACTED SUBGRADE. IF THE AREA IS IN FILL (BASED ON THE PROFILES AND FINISHED GRADES SHOWN) ADDITIONAL EXCAVATION MAYBE NECESSARY TO REACH THE REQUIRED DEPTH FOR THE NEW PAVEMENT STRUCTURE UNDERCUT REQUIREMENT(S).
2. SEE SPECIFICATION 32 14 43 POROUS UNIT PAVING.



WEST ASPHALT PARKING LOT AND EAST ASPHALT GOLF CART/LOW SPEED (LSV) PARKING LOT PAVEMENT SECTION

N.T.S.



GEOGRID EMERGENCY VEHICLE BEACH ACCESS DRIVE PAVEMENT SECTION

N.T.S.

NOTES:

1. SEE *TRUEGRIDPAVER.COM* FOR MATERIAL AND INSTALLATION GUIDELINES (TRUEGRID PAVERS BASIS OF DESIGN OR APPROVED EQUAL).

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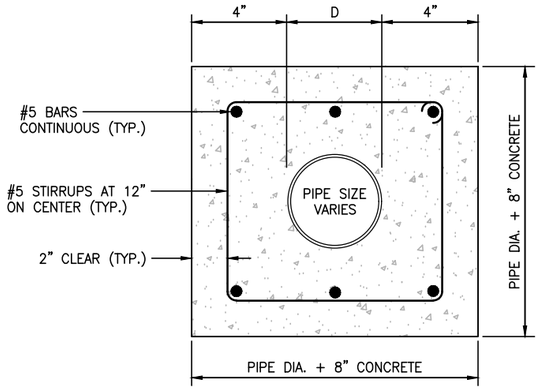
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TYPICAL PAVEMENT SECTIONS

C-300

60% SUBMITTAL

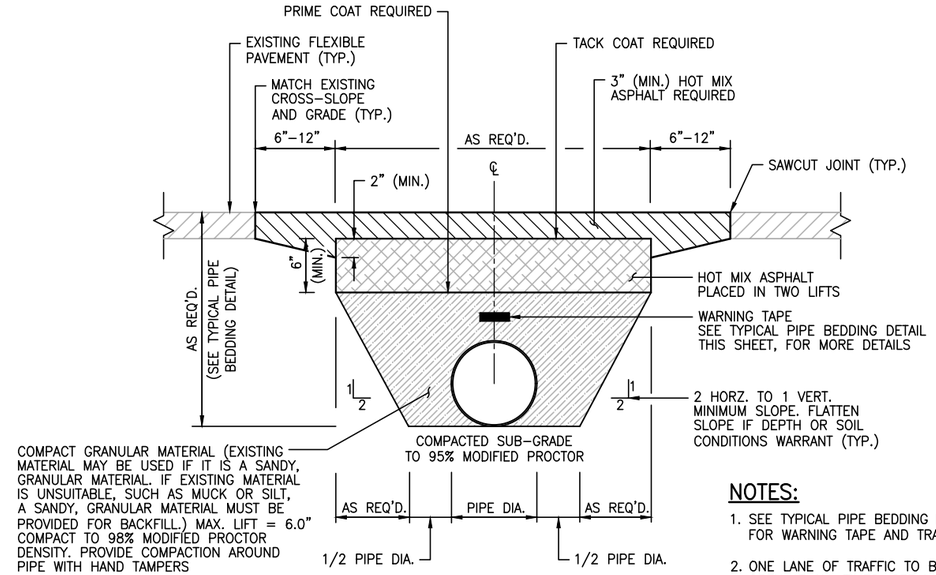


NOTES:

1. ALL ENCASEMENTS SHALL EXTEND 3 FEET BEYOND THE EDGE OF ALL ASPHALT SHOULDERS.
2. FOR PIPE LESS THAN 6" ø, ADJUST DIMENSIONS OF ENCASEMENT TO ENSURE A MINIMUM OF 4" OF CONCRETE ON ALL SIDES OF PIPE.

REINFORCED CONCRETE ENCASEMENT DETAIL

N.T.S.

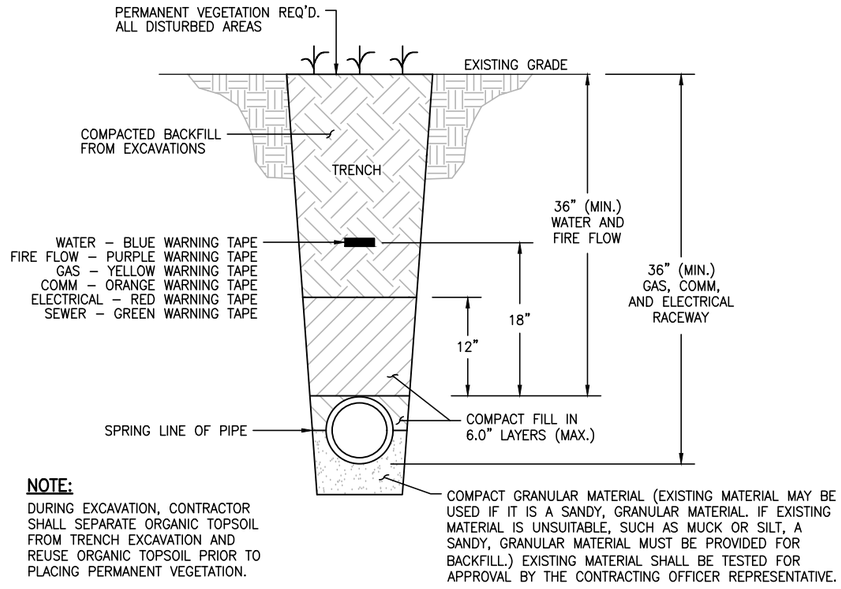


NOTES:

1. SEE TYPICAL PIPE BEDDING DETAIL FOR WARNING TAPE AND TRACER WIRE.
2. ONE LANE OF TRAFFIC TO BE LEFT OPEN AT ALL TIMES. SEE LANE CLOSURE DETAILS THIS SHEET.

OPEN CUT AND PATCH DETAIL; EXISTING FLEXIBLE PAVEMENT

N.T.S.



NOTE:

DURING EXCAVATION, CONTRACTOR SHALL SEPARATE ORGANIC TOPSOIL FROM TRENCH EXCAVATION AND REUSE ORGANIC TOPSOIL PRIOR TO PLACING PERMANENT VEGETATION.

TYPICAL PIPE BEDDING NON-PAVED AREAS

N.T.S.

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SEAL

SHORE AT CRYSTAL BEACH EXPANSION

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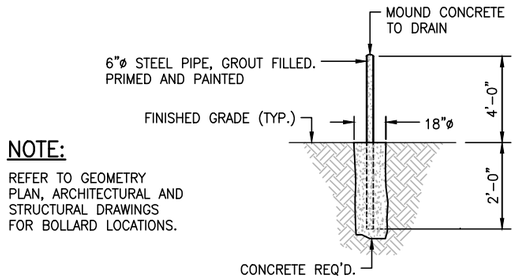
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DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR: JCP
DATE: APRIL 2023

MISCELLANEOUS DETAILS

C-500

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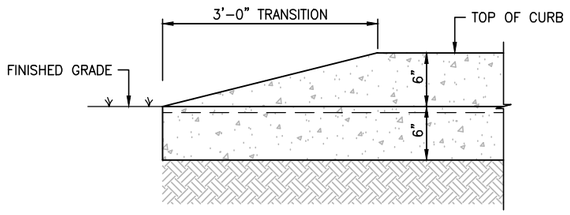


NOTE:

REFER TO GEOMETRY PLAN, ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR BOLLARD LOCATIONS.

ELEVATION
N.T.S.

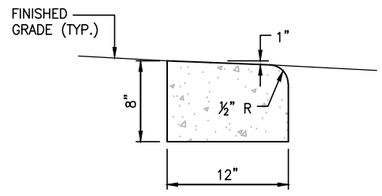
PIPE BOLLARD DETAILS
N.T.S.



NOTE:

PROVIDE MITER AT END OF CURB NOT JOINED TO EXISTING CURB OR SIDEWALK (TYP.) ALL LOCATIONS.

MITERED CURB DETAIL
N.T.S.



CONCRETE RIBBON CURB DETAIL
N.T.S.

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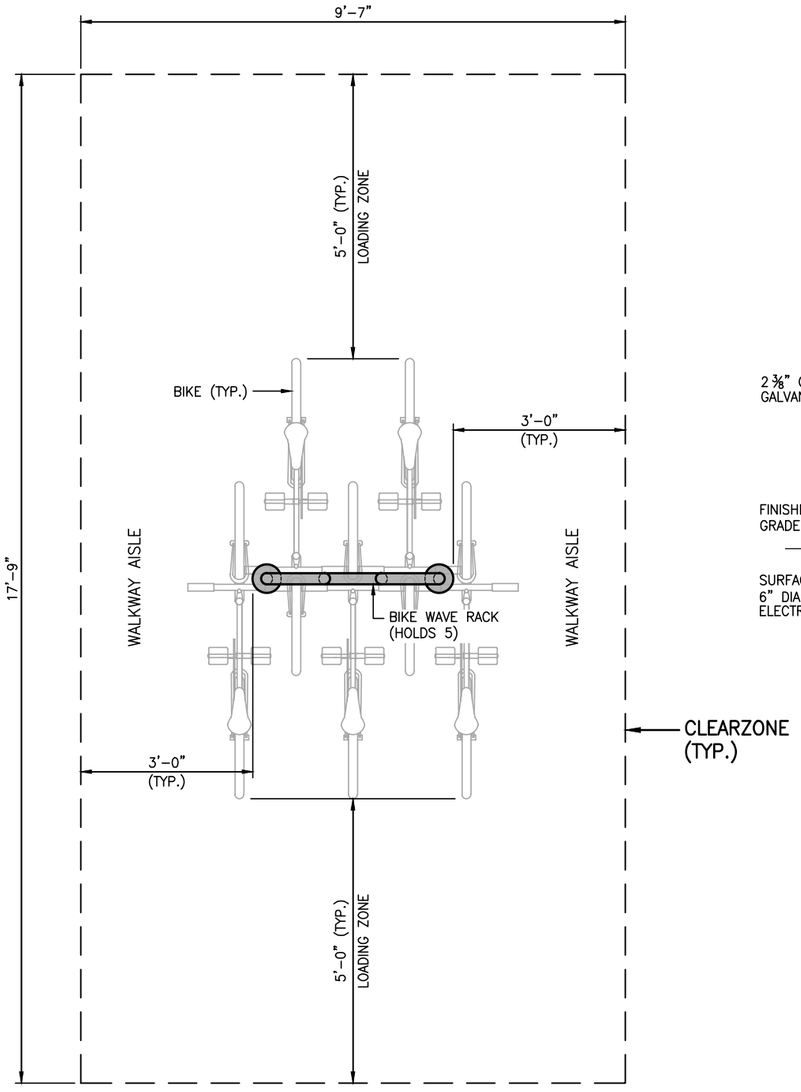
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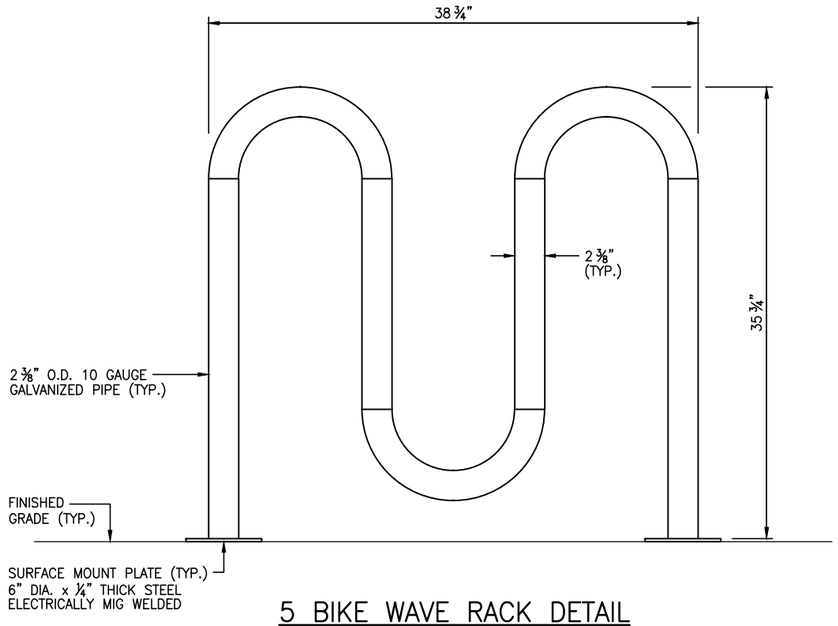
C-501

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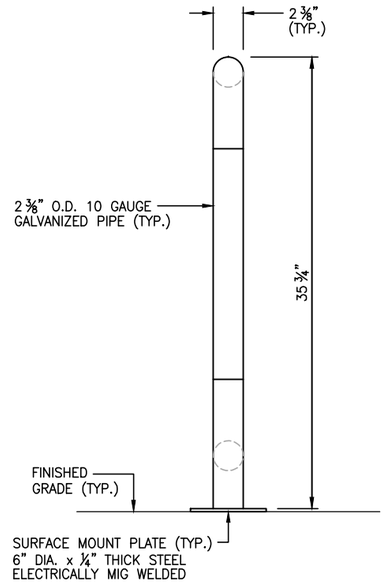
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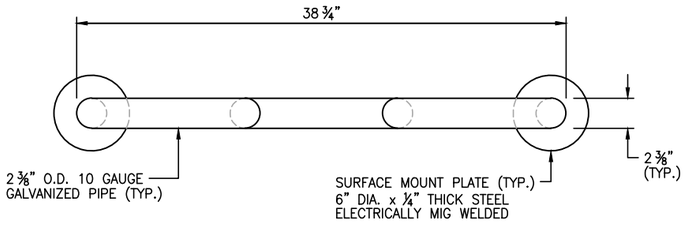
5 BIKE WAVE RACK CLEARZONE DETAIL
(PLAN VIEW)
N.T.S.



5 BIKE WAVE RACK DETAIL
(FRONT ELEVATION)
N.T.S.



5 BIKE WAVE RACK DETAIL
(SIDE ELEVATION)
N.T.S.



5 BIKE WAVE RACK DETAIL
(PLAN VIEW)
N.T.S.

NOTES:
1. RECOMMENDED SURFACE MOUNT HARDWARE: ⅜" x 3½" CONCRETE EXPANSION ANCHOR BOLTS.
2. FRAMEWORK SHALL BE FABRICATED FROM 2 ⅜" O.D. 10 GAUGE GALVANIZED PIPE.
3. POWDER COATED OR HOT DIPPED GALVANIZED.

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BIKE RACK DETAILS

C-502

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CRYSTAL BEACH PARK
DESTIN, FL

MC-7200 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH MC-7200.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101.
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
   - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
   - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
   - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-7200 CHAMBER SYSTEM

1. STORMTECH MC-7200 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
   - STONESHOOTER LOCATED OFF THE CHAMBER BED.
   - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
   - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 9" (230 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
8. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.
9. STONE SHALL BE BROUGHT UP EVENLY AROUND CHAMBERS SO AS NOT TO DISTORT THE CHAMBER SHAPE. STONE DEPTHS SHOULD NEVER DIFFER BY MORE THAN 12" (300 mm) BETWEEN ADJACENT CHAMBER ROWS.
10. STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
11. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIAL BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
12. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
2. THE USE OF EQUIPMENT OVER MC-7200 CHAMBERS IS LIMITED:
   - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
   - NO RUBBER TIRED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-7200 CONSTRUCTION GUIDE".
   - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

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ADS STORM TECH CHAMBER SYSTEM NOTES

C-503

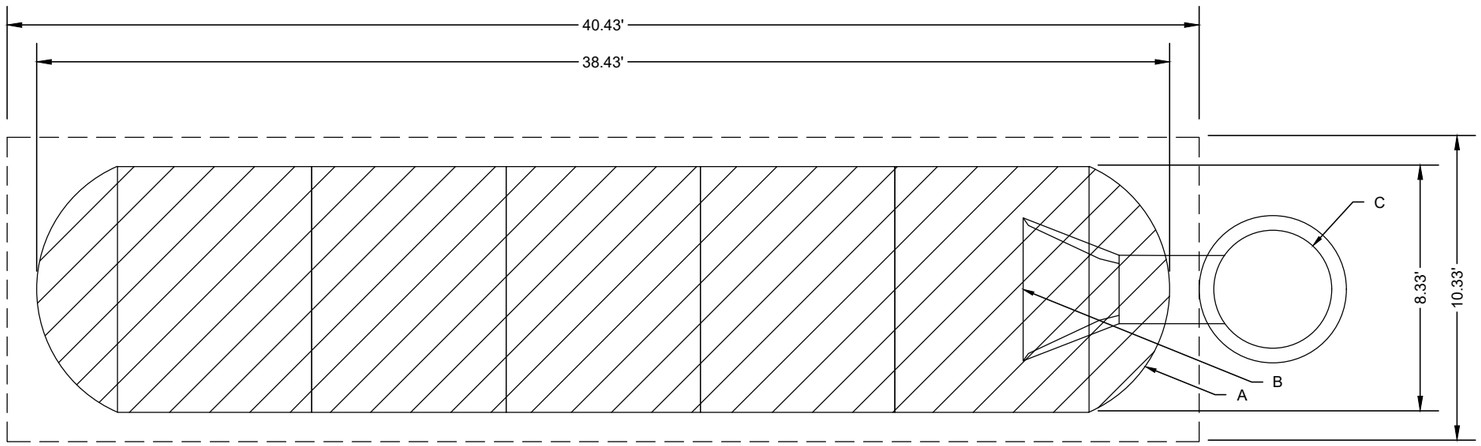
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PROPOSED LAYOUT		CONCEPTUAL ELEVATIONS	
5	STORMTECH MC-7200 CHAMBERS	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	12.75
2	STORMTECH MC-7200 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	8.25
12	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	7.75
9	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	7.75
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	7.75
1703	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF STONE:	6.75
		TOP OF MC-7200 CHAMBER:	5.75
		24" ISOLATOR ROW PLUS INVERT:	0.94
		BOTTOM OF MC-7200 CHAMBER:	0.75
418	SYSTEM AREA (SF)	BOTTOM OF STONE:	0.00
101.5	SYSTEM PERIMETER (ft)		

*INVERT ABOVE BASE OF CHAMBER

PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT*	MAX FLOW
PREFABRICATED END CAP	A	24" BOTTOM PARTIAL CUT END CAP, PART#: MC7200IEPP24B / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	2.26"	
FLAMP	B	INSTALL FLAMP ON 24" ACCESS PIPE / PART#: MCFLAMP		
CONCRETE STRUCTURE	C	(DESIGN BY ENGINEER / PROVIDED BY OTHERS)		



ADS STORM TECH CHAMBER SYSTEM - WEST ASPHALT PARKING LOT

N.T.S.

ISOLATOR ROW PLUS (SEE DETAIL)

NO WOVEN GEOTEXTILE

BED LIMITS

NOTES:

- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH NOTE #6.32 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.

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SHORE AT CRYSTAL BEACH EXPANSION

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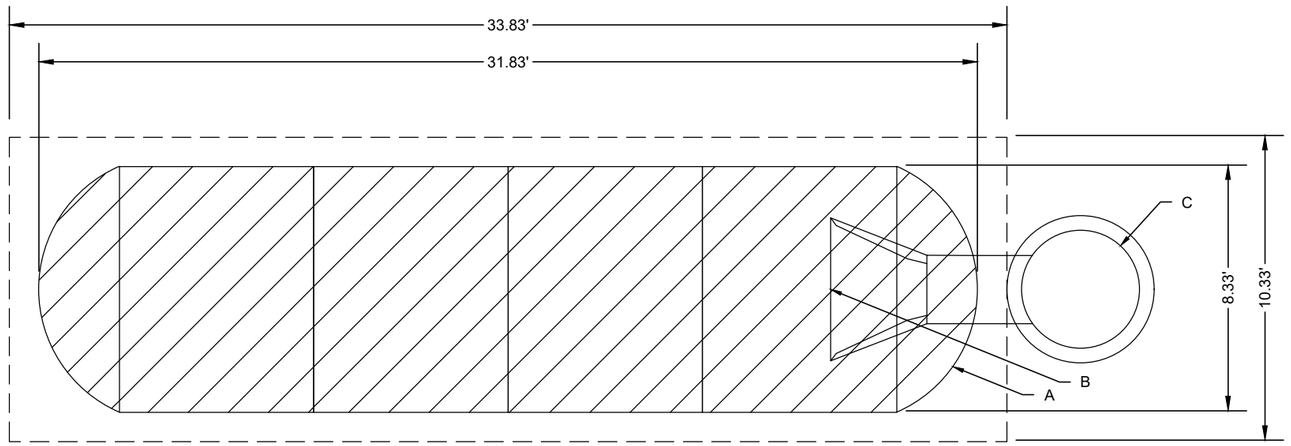
ADS STORM TECH CHAMBER SYSTEM DETAILS (WEST ASPHALT PARKING LOT)

C-504

PROPOSED LAYOUT		CONCEPTUAL ELEVATIONS	
4	STORMTECH MC-7200 CHAMBERS	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	12.75
2	STORMTECH MC-7200 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	8.25
12	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	7.75
9	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	7.75
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	7.75
1414	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF STONE:	6.75
		TOP OF MC-7200 CHAMBER:	5.75
		24" ISOLATOR ROW PLUS INVERT:	0.94
		BOTTOM OF MC-7200 CHAMBER:	0.75
350	SYSTEM AREA (SF)	BOTTOM OF STONE:	0.00
88.3	SYSTEM PERIMETER (ft)		

*INVERT ABOVE BASE OF CHAMBER

PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT*	MAX FLOW
PREFABRICATED END CAP	A	24" BOTTOM PARTIAL CUT END CAP, PART#: MC7200IEPP24B / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	2.26"	
FLAMP	B	INSTALL FLAMP ON 24" ACCESS PIPE / PART#: MCFLAMP		
CONCRETE STRUCTURE	C	(DESIGN BY ENGINEER / PROVIDED BY OTHERS)		



ADS STORM TECH CHAMBER SYSTEM - EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT

N.T.S.

ISOLATOR ROW PLUS (SEE DETAIL)

NO WOVEN GEOTEXTILE

BED LIMITS

NOTES:

- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH NOTE #6.32 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.

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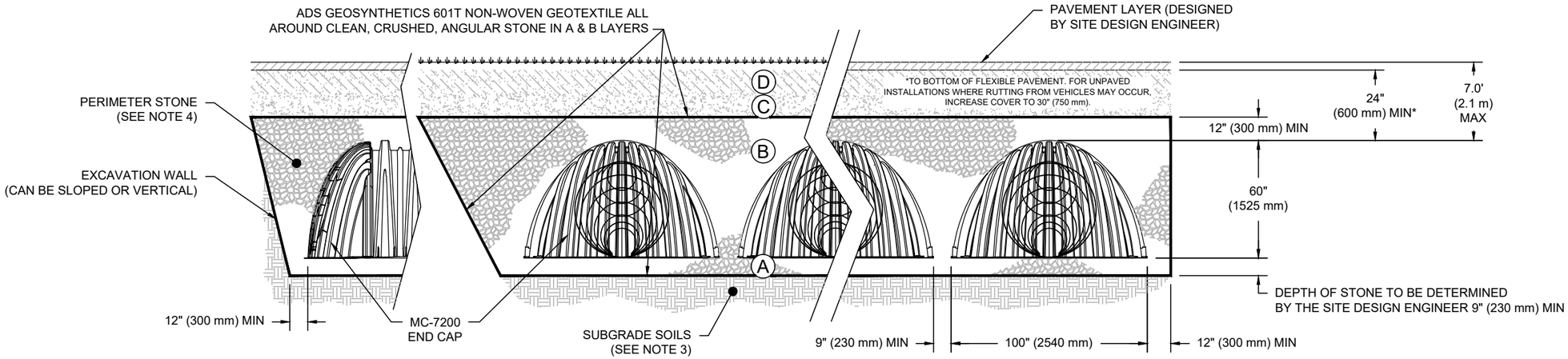
ADS STORM TECH CHAMBER SYSTEM DETAILS (EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT)

C-505

ACCEPTABLE FILL MATERIALS: STORMTECH MC-7200 CHAMBER SYSTEMS

MATERIAL LOCATION		DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 4	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101
2. MC-7200 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

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SHORE AT CRYSTAL BEACH EXPANSION

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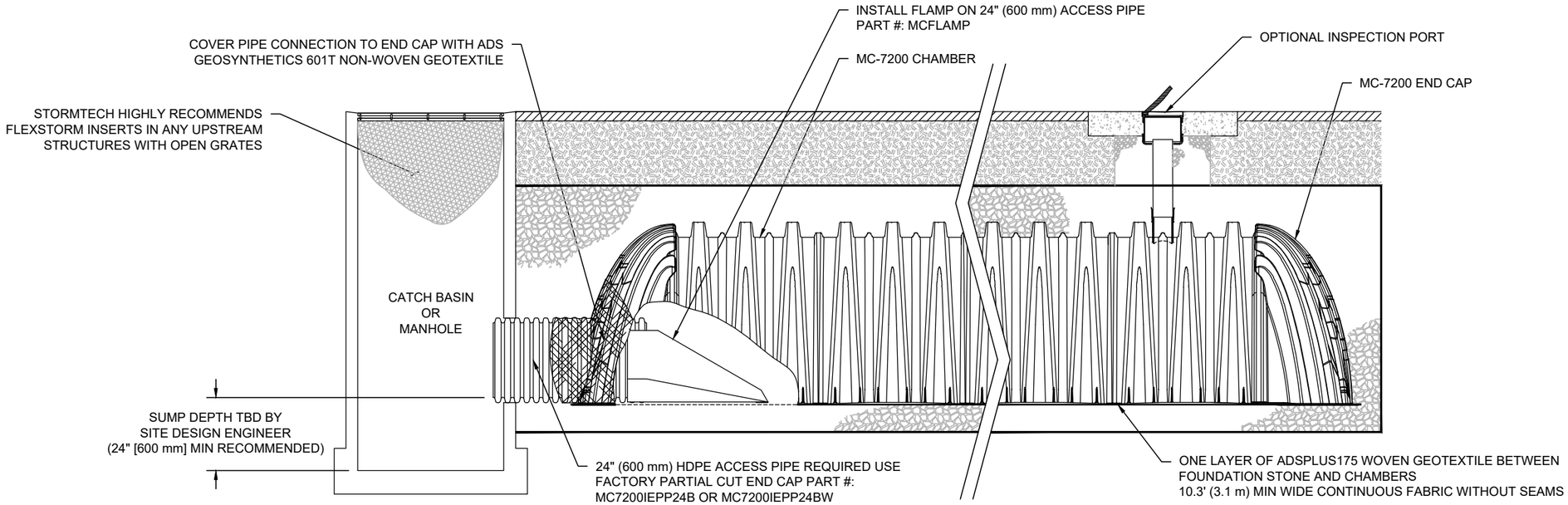
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DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR.: JCP
DATE: APRIL 2023

ADS STORM TECH CHAMBER SYSTEM DETAILS

C-506



MC-7200 ISOLATOR ROW PLUS DETAIL

NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

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PROJ. MGR: JCP
DATE: APRIL 2023

ADS STORM TECH
CHAMBER SYSTEM DETAILS

C-507

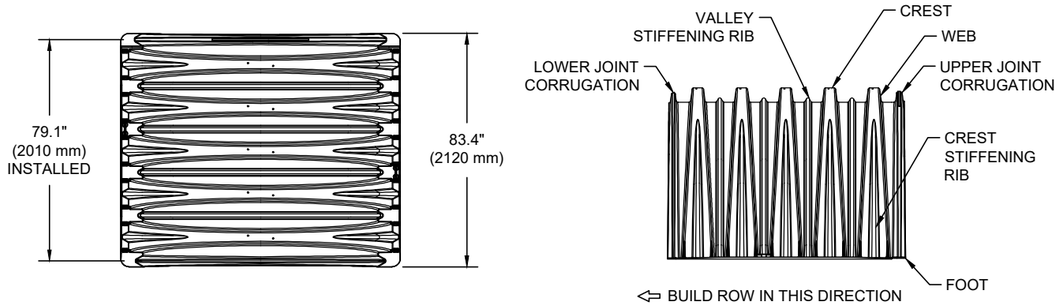
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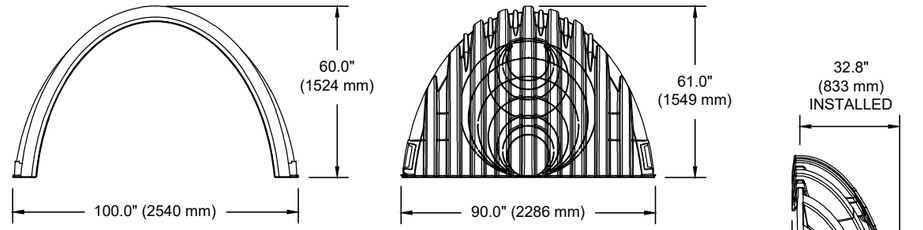
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MC-7200 TECHNICAL SPECIFICATION

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NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	100.0" X 60.0" X 79.1"	(2540 mm X 1524 mm X 2010 mm)
CHAMBER STORAGE	175.9 CUBIC FEET	(4.98 m³)
MINIMUM INSTALLED STORAGE*	267.3 CUBIC FEET	(7.56 m³)
WEIGHT (NOMINAL)	205 lbs.	(92.9 kg)

NOMINAL END CAP SPECIFICATIONS

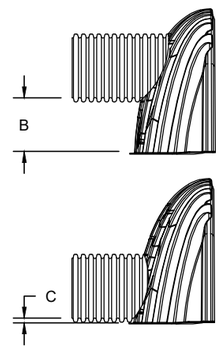
SIZE (W X H X INSTALLED LENGTH)	90.0" X 61.0" X 32.8"	(2286 mm X 1549 mm X 833 mm)
END CAP STORAGE	39.5 CUBIC FEET	(1.12 m³)
MINIMUM INSTALLED STORAGE*	115.3 CUBIC FEET	(3.26 m³)
WEIGHT (NOMINAL)	90 lbs.	(40.8 kg)

*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION AND BETWEEN CHAMBERS, 12" (305 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

PARTIAL CUT HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PARTIAL CUT HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"

PART #	STUB	B	C
MC7200IEPP06T	6" (150 mm)	42.54" (1081 mm)	---
MC7200IEPP06B		---	0.86" (22 mm)
MC7200IEPP08T	8" (200 mm)	40.50" (1029 mm)	---
MC7200IEPP08B		---	1.01" (26 mm)
MC7200IEPP10T	10" (250 mm)	38.37" (975 mm)	---
MC7200IEPP10B		---	1.33" (34 mm)
MC7200IEPP12T	12" (300 mm)	35.69" (907 mm)	---
MC7200IEPP12B		---	1.55" (39 mm)
MC7200IEPP15T	15" (375 mm)	32.72" (831 mm)	---
MC7200IEPP15B		---	1.70" (43 mm)
MC7200IEPP18T	18" (450 mm)	29.36" (746 mm)	---
MC7200IEPP18TW			
MC7200IEPP18B		---	1.97" (50 mm)
MC7200IEPP18BW			
MC7200IEPP24T	24" (600 mm)	23.05" (585 mm)	---
MC7200IEPP24TW			
MC7200IEPP24B		---	2.26" (57 mm)
MC7200IEPP24BW			
MC7200IEPP30BW	30" (750 mm)	---	2.95" (75 mm)
MC7200IEPP36BW	36" (900 mm)	---	3.25" (83 mm)
MC7200IEPP42BW	42" (1050 mm)	---	3.55" (90 mm)

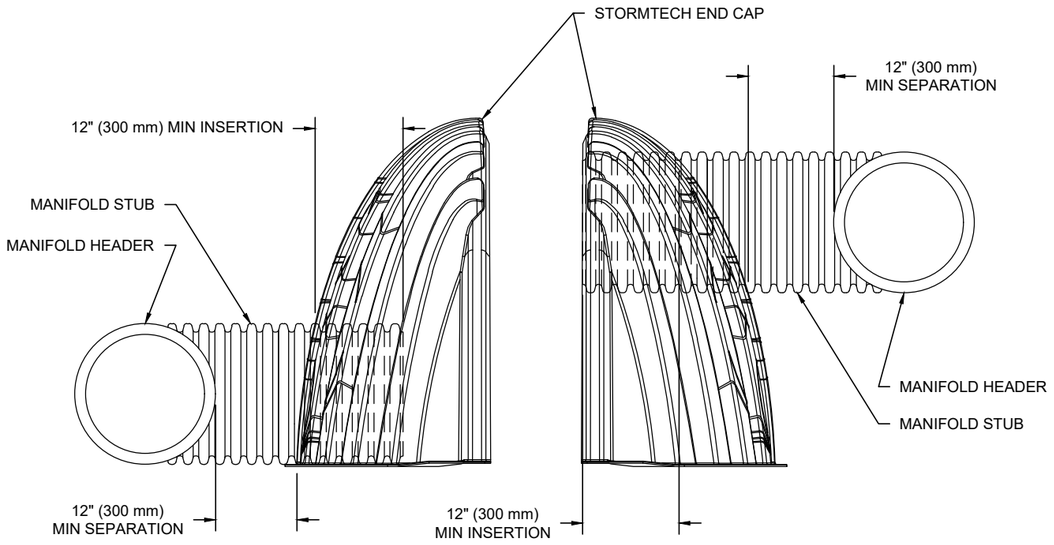
NOTE: ALL DIMENSIONS ARE NOMINAL



CUSTOM PREFABRICATED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-7200 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

MC-SERIES END CAP INSERTION DETAIL

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NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

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CHKD BY: RLW
PROJ. MGR: JCP
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ADS STORM TECH CHAMBER SYSTEM DETAILS

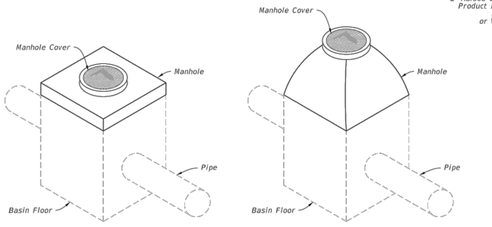
C-508

GENERAL NOTES:

1. Use a 1-piece cover, unless the 2-piece cover is called for in the Plans, except at inlets and manholes with sump bottoms. Use the 2-piece cover when the sump depth exceeds 2', unless otherwise noted.
2. Include "Adjustable" on the cover for Type 1 manhole adjustable frames.
3. For square or rectangular precast drainage structures, use either deformed or smooth WWR meeting the requirements of Specification 931. WWR must be continuous around the box and lapped in accordance with Option 1 or 3 as shown in the Wall Reinforcing Splice Details.
4. Lap splice horizontal steel in the walls of rectangular structures in accordance with Option 1, 2 or 3 as shown in the Wall Reinforcing Splice Details.
5. Welding of splices and laps is permitted. Use AASHTO M259 requirements and restrictions on welds.
6. Rebar straight end embedment of peripheral reinforcement may be used in lieu of ACI standard hooks for top and bottom slabs, except when hooks are specifically called for in the Plans.
7. Precast opening for pipe must be the pipe OD plus 6" (± 2" tolerance). Use mortar to seal the pipe into the opening of such a mix that shrinkage will not cause leakage into or out of the structure. Dry-pack mortar may be used to seal openings less than 2½" wide.

TABLE OF CONTENTS:

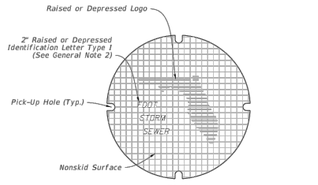
Sheet	Description
1	General Notes, Contents, Manhole Top Overview, and Manhole Covers
2	Manhole Frames and Manhole Tops
3	Inlet Locking Grates, Subgrade and Base Temporary Drains, and Pipe to Structure Filter Fabric Wrap
4	Drainage Structure Invert, Sump Bottom, Wall Reinforcing Splice Details, and Typical Slab to Wall Details
5	Precast Option and Equivalent Reinforcement substitution
6	Construction Joints and Minimum Box Riser Segment Dimensions
7	Skewed Pipe In Rectangular Structures
8	Miscellaneous Pipe Connection Details



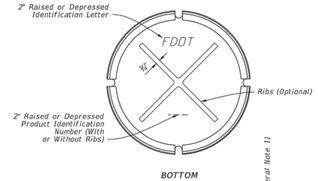
TYPE 7

TYPE 8

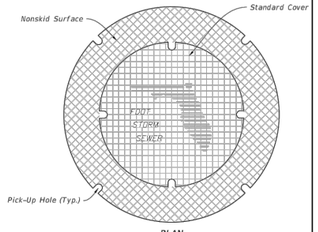
MANHOLE TOPS



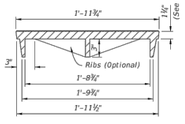
PLAN



BOTTOM

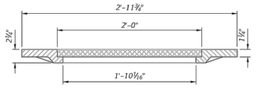


PLAN



ELEVATION

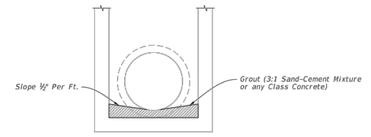
1-PIECE COVER



ELEVATION

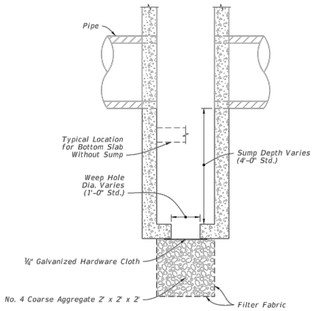
2-PIECE COVER

MANHOLE COVERS



NOTE: For all structures unless excluded by special detail.

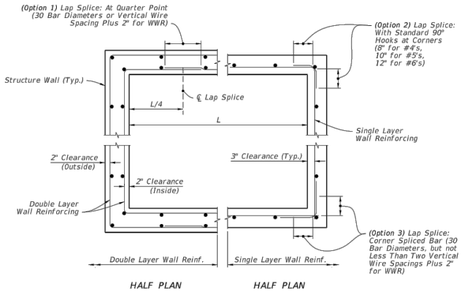
DRAINAGE STRUCTURE INVERT



NOTES:

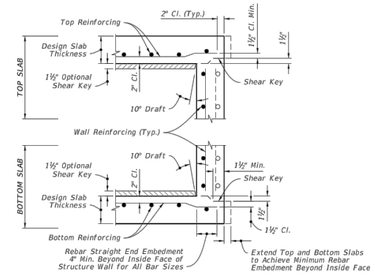
1. Construct sumps in inlets and manholes connecting to French Drains unless excluded in the Plans.
2. Construct sumps only where called for in the Plans at all other locations.
3. Construct weep holes in sump bottom only where called for in the Plans.

SUMP BOTTOM



HALF PLAN HALF PLAN

WALL REINFORCING SPLICE DETAILS



NOTES:

1. See Sheet 6 for optional construction joints.
2. Bend bars as required to maintain cover.

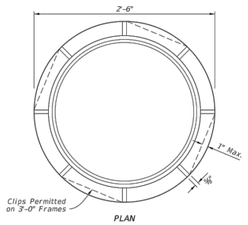
TYPICAL SLAB TO WALL DETAILS (PRECAST STRUCTURE SHOWN)

DRAINAGE STRUCTURE INVERT, SUMP BOTTOM, WALL REINFORCING SPLICE DETAILS, AND TYPICAL SLAB TO WALL DETAILS

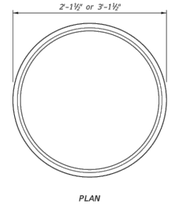
TABLE 1
WEIGHT OF CASTINGS (lb)

Frame Type	2'-0" OPENING		3'-0" OPENING			
	Frame	Cover (Std.)	Frame	2-Piece Cover		
				Inside	Outside	Total
I	155	190	220	190	220	410
II	145	190	255	190	220	410
III	90	190	180	190	220	410

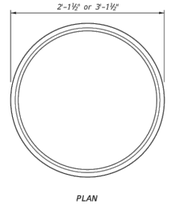
NOTE:
Frame Type I in Table 1, Includes Adjustable frames.
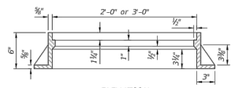


PLAN



PLAN

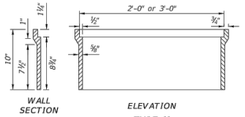


PLAN



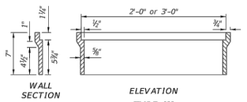
ELEVATION

TYPE I
(For Manholes)



WALL SECTION ELEVATION

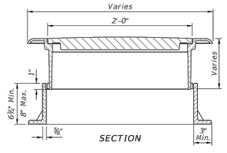
TYPE II
(For Curb Inlets Types 1, 2, 3, & 4)



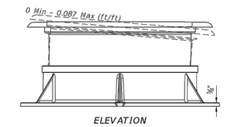
WALL SECTION ELEVATION

TYPE III
(For Curb Inlets Types 7 & 8)

MANHOLE FRAMES

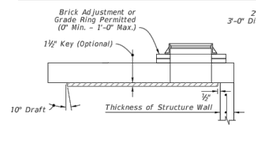


SECTION

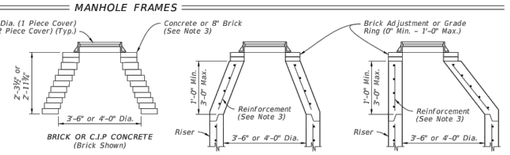


ELEVATION

TYPE I ADJUSTABLE FRAME



TYPE 7



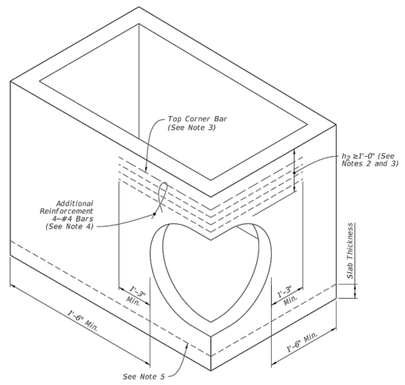
TYPE 8

NOTES:

1. Use Class II concrete for Manhole top Type 7 slabs.
2. Manhole top Type 7 slabs may be of cast-in-place or precast construction. The optional key is for precast tops and in lieu of dowels. Omit frame and slab openings when top is used over a junction box.
3. Manhole top Type 8 may be of cast-in-place, precast concrete construction, or brick construction. For concrete construction, use the same concrete and steel reinforcement as the supporting wall unit. An eccentric cone may be used.
4. Use construction joint options, as shown on Sheet 6 to secure manhole tops to structures.
5. Frames may be adjusted to a maximum 12" height with brick or precast ASTM C478 grade rings.
6. Manhole top Type 8 may be substituted for a Type 7, if the minimum dimensions are not reduced.
7. Manhole top Type 7 may be substituted for Type 8, if the minimum thickness (h) above pipe opening cannot be maintained with Type 8.

MANHOLE TOPS

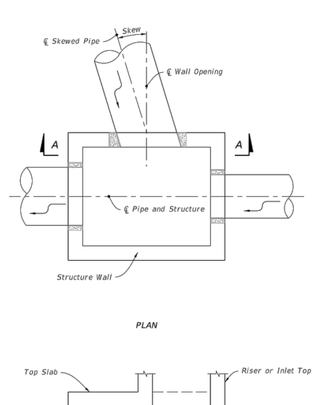
MANHOLE FRAMES AND MANHOLE TOPS



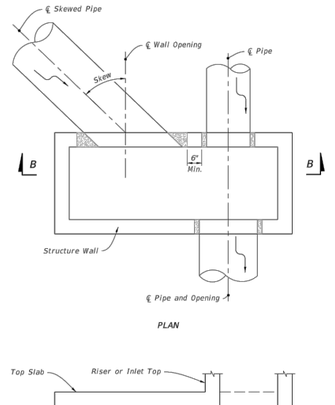
NOTES:

1. Submit Shop Drawings of corner openings for approval by the Engineer.
2. h_2 may be less than 1'-0" when a minimum 1'-0" deep segment, 8" slab or curb inlet is provided above the corner opening.
3. For inlet segments at finish grade elevation, substitute a #8 Bar for the top corner bar when $1'-0" \le h_2 < 2'-0"$.
4. Install bars continuously around corner and evenly spaced. Tie additional reinforcement to the outside of vertical wall reinforcement.
5. Dowel construction joint or monolithically cast wall and slabs.

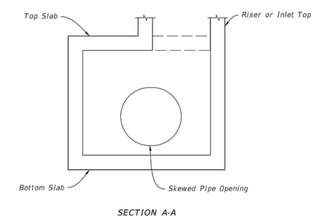
PIPE OPENING AT CORNER



PLAN

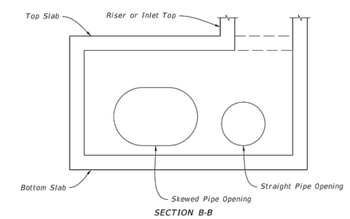


PLAN



SECTION A-A

SKEWS ≤ 45°
(Not Centered)



SECTION B-B

SKEWS > 45°
(Not Centered)

SKEWED PIPE IN RECTANGULAR STRUCTURES
(See Table 4 on Sheet 8)

SKEWED PIPE IN RECTANGULAR STRUCTURES

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
14101 PANAMA CITY BEACH PARKWAY - SUITE 110,
PANAMA CITY BEACH, FL 32413 (850) 230-4150
ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

SEAL

SHORE AT CRYSTAL BEACH EXPANSION

REVISION / ACTION TAKEN

NO.	DATE	APPR.

This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.

NOT RELEASED FOR CONSTRUCTION
BY: XXX DATE: XX/XX/XX

PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR: JCP
DATE: APRIL 2023

MISCELLANEOUS
STANDARD FDOT DETAILS

C-509

I:\121 Okaloosa County\12105.02 Crystal Beach Park Redesign\CADD Drawings (DWGS and DGNS)\C-509 - C-514 - FDOT Details.dwg, Apr 05, 2023 - 10:28:08AM, jjohnson

60% SUBMITTAL

GENERAL NOTES:

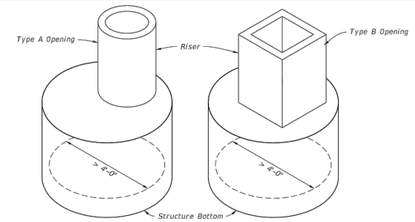
1. Work this Index with Specification 425 and Index 425-001.
2. Type P standard structure bottoms are 4'-0"diameter and smaller (Alt. A) and 3'-6" square (Alt. B) . Larger standard structure bottoms are designated Type J. Risers are permitted for all structures.
3. Walls of circular structures (Alt. A) constructed in place may be of brick or reinforced concrete. Construct precast and rectangular structures (Alt. B) with reinforced concrete only.
4. Wall thickness and reinforcement are for either reinforced cast-in-place or precast concrete units except that precast circular units may be furnished with walls in accordance with ASTM C478 (See Table 1).
5. Top and bottom slab thickness and reinforcement are for precast and cast-in-place construction. Use Class II concrete, except when Class IV concrete is shown in the Plans.
6. Alt. A or Alt. B structure bottoms may be used in conjunction with curb inlet tops Types 1, 2, 3, 4, 5, 6, 9, and 10, and any manhole or junction box. Alt. B structure bottoms may be used in conjunction with curb inlet Types 7 & 8, or any ditch bottom inlet.
7. Rectangular structures may be rotated as directed by the Engineer in order to facilitate connections between the structure walls and pipes.
8. Use straight embedment reinforcement in top and bottom slabs ,except when ACI hooks are specifically required.
9. Construct corner fillets as shown for rectangular structures used with circular risers and inlet throats, and when used on skew with rectangular riser's, inlets, and inlet throats. Construct fillets in the top slab of the Alt. A structure bottoms when used with the Type B risers. Reinforce each fillet with two #5 bars.
10. Units larger than specified standards may be substituted at the contractor's option when these units will not cause or increase the severity of utility conflicts. Furnish such larger units at no additional cost to the Department. Larger Alt. A units cannot replace Alt. B units without approval of the Engineer. This Note applies to this Index only.

REINFORCEMENT NOTES:

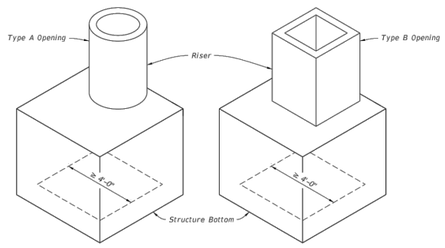
1. Locate wall reinforcement in rectangular structures as shown in the WALL REINFORCEMENT SPLICE DETAILS in Index 425-001.
2. Provide a minimum 2"clear cover for all reinforcement unless otherwise noted and except for 36"diameter ASTM C478 units.
3. Additional bars used to restrain hole formers for precast structures with grouted pipe connections may be left flush with the hole surface.
4. Cut or bend reinforcement at pipe openings to maintain cover.
5. Remove exposed ends of reinforcing at precast pipe openings and grouted joints to 1" below the concrete surface and seal with a Type F Epoxy meeting the requirements of Specification 926.
6. Equivalent area smooth or deformed welded wire reinforcement may be substituted in accordance with Index 425-001.

TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Dimensional and Reinforcing Details
3	Tables 1, 2, 3, and 4
4	Tables 5 and 6

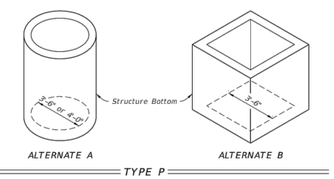


ALTERNATE A



ALTERNATE B

TYPE J



ALTERNATE A ALTERNATE B

TYPE P

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX	SHEET
11/01/20	REVISION				425-010	1 of 4

TABLE 1 - ALTERNATE A - STRUCTURES

TYPE	STRUCTURE/RISER DIAMETER (ft)	CAST-IN-PLACE ITEMS CLASS II CONCRETE			PRECAST ITEMS CLASS II CONCRETE			ASTM C478	
		t_1 RISER (in.)	t_2 BOTTOM (in.)	A_S ($in^2/ft.$)	t_1 RISER (in.)	t_2 BOTTOM (in.)	A_S ($in^2/ft.$)	t_1 or t_2 (in.)	A_S*** ($in^2/ft.$)
P	3'-6"	6	8	0.20	6	8	0.20	4**	0.105
P	4'-0"	6	8	0.20	6	8	0.20	5**	0.120
J	5'-0"	–	8	0.20	–	8	0.20	6**	0.150
J	6'-0"	–	8	0.20	–	8	0.20	6	0.180
J	7'-0"	–	8	0.20	–	8	0.20	7	0.210
J	8'-0"	–	8	0.20	–	8	0.20	8	0.240
J	10'-0"	–	10	0.40##*	–	10	0.40##	10	0.300
J	12'-0"	–	10	0.40##	–	12	0.40##	12	0.360

t_1 and t_2- Wall Thickness.
A_S- Vertical and horizontal areas of reinforcement.
##Provide 0.20 eq. $in.^2/ft.$ at each face, 12" max. bar spacing.
**Modified minimum wall thickness.
***Min. total circumferential reinforcement for continuous steel hoops:
A2 = 0.40 sq. in. for riser section height equal or less than 2'-0" (2 hoop min.)
A_S = 0.60 sq. in. for riser section height more than 2'-0" up to 4'-0" (3 hoop min.)
Areas of reinforcing for precast items are based on Grade 60 reinforcing.
No reduction in the area of reinforcement is allowed for welded wire fabric in Table 1.
Area of vertical reinforcing may be reduced in accordance with ASTM C478.

TABLE 2 - ALTERNATE B SQUARE AND RECTANGULAR STRUCTURES

TYPE	WALL LENGTH (FT)	MAX. DEPTH (FT)	WALL THICKNESS (t_2)	
			C-I-P (in.)	PRECAST (in.)
P	≤3'-6"	40	6 Riser & Bottom	6
J	4'-0"	40	8	6
J	5'-0"	22	–	6
J	6'-0"	15	–	6
J	5'-0" to 9'-0"	40	8	8
J	10'-0"	26	8	8
J	10'-0" to 12'-0"	40	10	9
J	16'-0"	35	–	9
J	16'-0"	40	10	10
J	20'-0"	25	–	9
J	20'-0"	30	10	10

See Table 4 for Reinforcing Schedule.

TABLE 3 - REINFORCING SCHEDULE

SCHEDULE	GRADE 60 BARS OR 65 KSI & 70 KSI WELDED WIRE REINFORCING			
	GRADE 60 AREA (in^2 /ft)	MAXIMUM SPACING		
		GR 60 BARS (in.)	WWR EQUIV. AREA	
			65 KSI (in.)	70 KSI (in.)
A12	0.20	12	8	8
A6	0.20	6	5	4½
B10	0.24	10	8	7½
B5.5	0.24	5½	5	4
C6.5	0.37	6½	6	5
C3.5	0.37	3½	3	2½
D7	0.53	7	6	5
D4.5	0.53	4½	4	3½
E5	0.73	5	4	4
E3	0.73	3	3	3
F5	1.06	5	4	4
F3.5	1.06	3½	3	3
G5	1.45	5	4	4
G3.5	1.45	3½	3	3
H4	1.75	4	3	3

TABLE 4 - WALL DESIGNS - RECTANGULAR STRUCTURES

VERTICAL REINFORCING		HORIZONTAL REINFORCING		WALL THICKNESS
WALL DEPTH	SCHEDULE	WALL DEPTH	SCHEDULE	
SIZE: 3'-6" & RISER				
≥1.17" - 40"	A12	≥1.17" < 10'	B10	6"/8"
		10' < 18'	B5.5	6"/8"
		18' < 29'	C6.5	6"/8"
		29' - 40'	C3.5	6"/8"
SIZE: 4'-0"				
≥1.17" - 40"	A12	≥1.17" < 6'	B10	6"/8"
		6' < 10'	B5.5	6"/8"
		10' < 20'	C6.5	6"/8"
		20' < 28'	C3.5	6"/8"
		28' - 40'	D4.5	6"/8"
SIZE: 5'-0"				
≥1.17" - 40"	A12	≥1.17" < 5'	B5.5	6"/8"
		5' < 9'	C6.5	6"/8"
		9' < 15'	C3.5	6"/8"
		15' < 22'	D4.5	6"/8"
		22' - 40'	E3	8"
SIZE: 6'-0"				
≥1.17" < 26'	A12	≥1.17" < 9'	C3.5	6"/8"
		9' < 15'	D4.5	6"/8"
		15' < 26'	E3	8"
	Inside&Outside		Inside&Outside	
26' - 40'	A12	26' - 40'	D7	D7 8"
SIZE: 7'-0"				
	Inside&Outside		Inside&Outside	
≥1.17" < 25'	A12	≥1.17" < 7'	B10	B10 8"
26' - 40'	B10	7' < 10'	B5.5	B5.5 8"
		10' < 20'	C6.5	C6.5 8"
		20' < 30'	D7	D7 8"
		30' - 40'	E5	E5 8"
SIZE: 8'-0"				
	Inside&Outside		Inside&Outside	
≥1.17" < 20'	A12	≥1.17" < 6'	B5.5	B5.5 8"
20' - 40'	C6.5	6' < 13'	C6.5	C6.5 8"
		13' < 22'	D7	D7 8"
		22' < 31'	E5	E5 8"
		31' - 40'	F5	F5 8"
SIZE: 9'-0"				
	Inside&Outside		Inside&Outside	
≥1.17" < 12'	A12	≥1.17" < 8'	C6.5	C6.5 8"
12' < 28'	C6.5	8' < 15'	D7	D7 8"
28' - 40'	D7	15' < 23'	E5	E5 8"
		23' - 40'	F5	F5 8"
SIZE: 10'-0"				
	Inside&Outside		Inside&Outside	
≥1.17" < 10'	B10	B10	≥1.17" < 10'	D7 D7 8"
10' < 21'	C6.5	C6.5	10' < 17'	E5 E5 8"
21' < 26'	D7	D7	17' < 26'	F5 F5 8"
26' - 40'	C6.5	C6.5	26' - 40'	F5 F5 10"

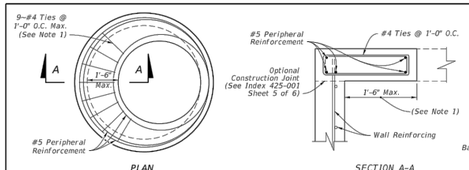
VERTICAL REINFORCING		HORIZONTAL REINFORCING		WALL THICKNESS
WALL DEPTH	SCHEDULE	WALL DEPTH	SCHEDULE	
SIZE: 10'-0" (Precast Only)				
	Inside&Outside		Inside&Outside	
26' - 40'	D7 D7	26' - 40'	F5 F5	9"
SIZE: 12'-0"				
	Inside&Outside		Inside&Outside	
≥1.17" < 14'	B10 B10	≥1.17" < 10'	C6.5 C6.5	10"
14' < 25'	C6.5 C6.5	10' < 17'	D7 D7	10"
25' - 40'	D7 D7	17' < 24'	E5 E5	10"
		24' - 40'	F5 F5	10"
SIZE: 12'-0" (Precast Only)				
	Inside&Outside		Inside&Outside	
≥1.17" < 12'	B10 B10	≥1.17" < 10'	D7 D7	9"
12' < 24'	C6.5 C6.5	10' < 17'	D4.5 D4.5	9"
24' - 40'	D7 D7	17' < 23'	E5 E5	9"
		23' < 32'	F5 F5	9"
		32' - 40'	G5 G5	9"
SIZE: 16'-0"				
	Inside&Outside		Inside&Outside	
≥1.17" < 11'	C6.5 C6.5	≥1.17" < 13'	D7 D7	10"
11' < 20'	D7 D7	13' < 20'	E5 E5	10"
20' < 28'	E5 E5	20' < 28'	F5 F5	10"
28' - 40'	F5 F5	28' - 40'	G5 G5	10"
SIZE: 16'-0" (Precast Only)				
	Inside&Outside		Inside&Outside	
≥1.17" < 10'	C6.5 C6.5	≥1.17" < 9'	D7 D7	9"
10' < 18'	D7 D7	9' < 13'	D4.5 D4.5	9"
18' < 25'	E5 E5	13' < 19'	E5 E5	9"
25' - 35'	F5 F5	19' < 27'	F5 F5	9"
		27' - 35'	G5 G5	9"
SIZE: 20'-0"				
	Inside&Outside		Inside&Outside	
≥1.17" < 10'	C6.5 C6.5	≥1.17" < 8'	D7 D7	10"
10' < 17'	D7 D7	8' < 12'	E5 E5	10"
17' - 30'	E5 E5	12' < 20'	F5 F5	10"
		20' - 30'	G5 G5	10"
SIZE: 20'-0" (Precast Only)				
	Inside&Outside		Inside&Outside	
≥1.17" < 8'	C6.5 C6.5	≥1.17" < 8'	D4.5 D4.5	9"
8' < 13'	D7 D7	8' < 12'	E5 E5	9"
13' - 25'	E5 E5	12' < 19'	F5 F5	9"
		19' - 25'	G5 G5	9"

TABLE 4 NOTES:

1. Wall depth is measured to the top of the bottom slab for boxes and to the top of the intermediate slab for risers.
2. Wall height is the distance between top of lower slab to bottom of upper slab. Maximum wall height is 12' for wall lengths exceeding 5', or 10' for wall lengths exceeding 12'.
3. Wall lengths exceeding 6'-0" require two layers of reinforcing (See Table 4) with 2" of cover from the horizontal bars to the inside and outside faces for each layer.
4. Wall lengths exceeding the dimensions or depths shown in Table 4, or 12'-0" diameter require a special design.
5. Wall thickness and reinforcing for rectangular structures is based on the longer wall length.

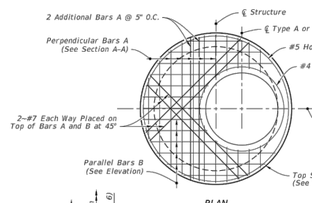
TABLES 1, 2, 3, AND 4

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX	SHEET
11/01/20	REVISION				425-010	3 of 4



PLAN SECTION A-A

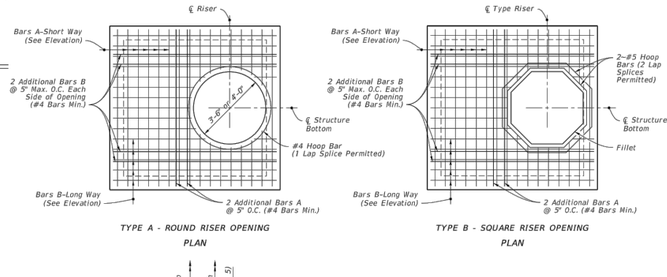
SPECIAL TOP SLAB



PLAN

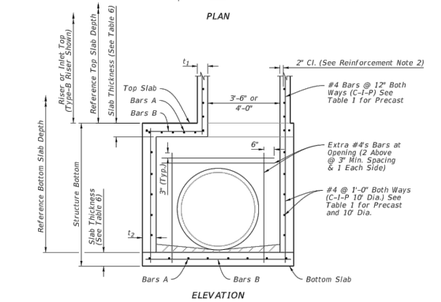
ALTERNATE A NOTES:

1. Rotate #4 Bars as required to maintain cover.
2. Construct the top or riser of the structure according the top slab to the "Special Top Slab" details, when the inside diameter of a round structure is not more than 1'-6" larger than the opening in the riser or top slab.
3. Alternate A slab reinforcing not applicable for Type A, B, C, D & E Ditch Bottom Inlets or Type S & V Gutter Inlets. See Indexes 425-040, 425-041, 425-050, 425-051, and 425-052.



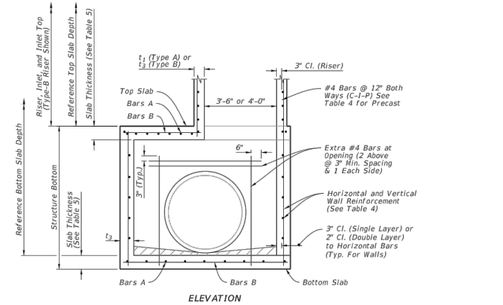
TYPE A - ROUND RISER OPENING PLAN

TYPE B - SQUARE RISER OPENING PLAN



ELEVATION

TYPE J BOTTOM - ALTERNATE A



ELEVATION

TYPE J BOTTOM - ALTERNATE B

DIMENSIONAL AND REINFORCING DETAILS

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX	SHEET
11/01/20	REVISION				425-010	2 of 4

TABLE 5 - SLAB DESIGNS - SQUARE AND RECTANGULAR STRUCTURES
(ALL SLABS 8" THICK EXCEPT AS NOTED - REINFORCING PARALLEL TO SHORT WAY AND LONG WAY)

SHORT-WAY		LONG-WAY	
SLAB DEPTH	SCHEDULE (Bars A)	SLAB DEPTH	SCHEDULE (Bars B)
SIZE: 3'-6" x UNLIMITED			
≥0.5' < 8'	B10	≥0.5' < 24'	B10
8' < 13'	B5.5	24'-40'	B5.5
13' < 31'	C6.5		
31'-40'	D7		
SIZE: 4' x UNLIMITED			
≥0.5' < 7'	B5.5	≥0.5' < 15'	B10
7' < 19'	C6.5	15' < 29'	B5.5
19' < 31'	D7	29'-40'	C6.5
31'-40'	E5		
SIZE: 5' x 5'			
≥0.5' < 3'	C6.5	≥0.5' < 3'	C6.5
3' < 7'	B5.5	3' < 13'	C6.5
7' < 22'	C6.5	13' < 22'	D7
22' < 29'	D7	22' < 29'	D4.5
29'-40'	E5	29'-40'	E5
SIZE: 5' x 6'			
≥0.5' < 12'	C6.5	≥0.5' < 3'	C6.5
12' < 26'	D7	3' < 9'	B5.5
26'-40'	E5	9' < 23'	C3.5
		23' < 35'	D4.5
		35'-40'	E5
SIZE: 5' x 7'			
≥0.5' < 10'	C6.5	≥0.5' < 10'	B5.5
10' < 20'	D7	10' < 31'	C3.5
20' < 34'	E5	31'-40'	D4.5
34'-40'	F5		
SIZE: 5' x 8'			
≥0.5' < 7'	C6.5	≥0.5' < 8'	B10
7' < 13'	D7	8' < 17'	B5.5
13' < 24'	E5	17' < 25'	C6.5
24'-40'	F5	25'-40'	C3.5
SIZE: 5' x 9'			
≥0.5' < 8'	C6.5	≥0.5' < 14'	B10
8' < 14'	D7	14' < 24'	B5.5
14' < 25'	E5	24' < 34'	C6.5
25'-40'	F5	34'-40'	C3.5
SIZE: 5' x UNLIMITED			
≥0.5' < 8'	C6.5	≥0.5' < 14'	B10
8' < 14'	D7	14' < 24'	B5.5
14' < 25'	E5	24' < 34'	C6.5
25'-40'	F5	34'-40'	C3.5

SHORT-WAY		LONG-WAY	
SLAB DEPTH	SCHEDULE (Bars A)	SLAB DEPTH	SCHEDULE (Bars B)
SIZE: 6' x 6'			
≥0.5' < 13'	C6.5	≥0.5' < 10'	C3.5
13' < 23'	D7	10' < 18'	D4.5
23'-40'	E5	18' < 27'	E5
		27' < 33'	E3
		33'-40'	F5
SIZE: 6' x 7'			
≥0.5' < 8'	C6.5	≥0.5' < 8'	C6.5
8' < 16'	D7	8' < 12'	C3.5
16' < 28'	E5	12' < 21'	D4.5
28'-40'	F5	21' < 28'	E5
		28' < 35'	E3
		35'-40'	F5
SIZE: 6' x 8'			
≥0.5' < 6'	C6.5	≥0.5' < 6'	B5.5
6' < 13'	D7	6' < 11'	C6.5
13' < 22'	E5	11' < 17'	C3.5
22' < 35'	F5	17' < 22'	D4.5
35'-40'	G5	22' < 32'	E5
		32'-40'	E3
SIZE: 6' x 9'			
≥0.5' < 8'	D7	≥0.5' < 8'	B5.5
8' < 14'	E5	8' < 14'	C6.5
14' < 24'	F5	14' < 21'	C3.5
24'-34'	G5	21' < 25'	D4.5
		25'-34'	E5
SIZE: 6' x UNLIMITED			
≥0.5' < 8'	D7	≥0.5' < 8'	B5.5
8' < 14'	E5	8' < 14'	C6.5
14' < 24'	G5	14' < 21'	C3.5
24'-34'		21' < 25'	D4.5
		25'-34'	E5
SIZE: 7' x 7'			
≥0.5' < 8'	C6.5	≥0.5' < 4'	C6.5
8' < 15'	D7	4' < 7'	C3.5
15' < 26'	E5	7' < 11'	D4.5
26'-40'	F5	11' < 22'	E3
		22' < 32'	F3.5
		32'-40'	G3.5
SIZE: 7' x 8'			
≥0.5' < 5'	C6.5	≥0.5' < 5'	C6.5
5' < 11'	D7	5' < 8'	C3.5
11' < 19'	E5	8' < 13'	D4.5
19' < 30'	F5	13' < 22'	E3
30'-40'	G5	22' < 30'	F3.5
		30'-40'	G3.5
SIZE: 7' x 9'			
≥0.5' < 9'	D7	≥0.5' < 7'	C6.5
9' < 15'	E5	7' < 10'	C3.5
15' < 25'	F5	10' < 14'	D4.5
25' - 34'	G5	14' < 21'	E5
		21' < 29'	F5
		29'-34'	F3.5

SHORT-WAY		LONG-WAY	
SLAB DEPTH	SCHEDULE (Bars A)	SLAB DEPTH	SCHEDULE (Bars B)
SIZE: 8' x 8'			
≥0.5' < 10'	D7	≥0.5' < 9'	D4.5
10' < 19'	E5	9' < 13'	E5
19'-30'	F5	13' < 18'	F5
		18' < 23'	F3.5
		23'-30'	G3.5
SIZE: 8' x 9'			
≥0.5' < 8'	D7	≥0.5' < 7'	D7
8' < 14'	E5	7' < 10'	D4.5
14' < 23'	F5	9' < 15'	E3
23'-31'	G3.5	15' < 20'	F5
		20' < 23'	F3.5
		23'-31'	G3.5
SIZE: 9' x 9'			
≥0.5' < 8'	D7	≥0.5' < 7'	D4
8' < 14'	E5	7' < 10'	E5
14' < 22'	F5	10' < 17'	F3.5
		17' < 22'	G3.5
SIZE: 9'x9'x10" SLAB THICKNESS			
22' < 36'	F5	22' < 31'	F3.5
36'-40'	G5	31'-40'	G3.5
SIZE: 10'x10'x10" SLAB THICKNESS			
≥0.5' < 7'	C6.5	0.5' < 6'	C6.5
7' < 10'	D7	6' < 9'	D4.5
10' < 18'	E5	9' < 15'	E5
18' < 27'	F5	15' < 22'	F5
27'-32'	G5	22'-32'	G3.5
SIZE: 12'x12'x12" SLAB THICKNESS			
≥0.5' < 10'	D7	≥0.5' < 8'	D7
10' < 16'	E5	8' < 14'	E5
16' < 25'	F5	14' < 22'	F5
25'-35'	G5	22' < 30'	G5
		30'-35'	H4

TABLE 6 - SLAB DESIGNS ROUND STRUCTURES

SLAB DEPTH	SLAB THICKNESS	REINF. (2-WAY) SCHEDULE
SIZE: 3'-6" DIAMETER		
2'-15'	6" Precast	C6.5
0.5' < 30'	8"	A6
30'-40'	8"	B5.5
SIZE: 4'-0" DIAMETER		
≥0.5' < 19'	8"	A6
19' < 30'	8"	B5.5
30'-40'	8"	C6.5
SIZE: 5'-0" DIAMETER		
≥0.5' < 15'	8"	B5.5
15' < 26'	8"	C6.5
26' < 35'	8"	D7
35'-40'	8"	D4.5
SIZE: 6'-0" DIAMETER		
≥0.5' < 9'	8"	B5.5
9' < 15'	8"	C6.5
15' < 22'	8"	C3.5
22' < 30'	8"	D4.5
30'-40'	8"	E5
SIZE: 7'-0" DIAMETER		
≥0.5' < 8'	8"	C3.5
8' < 16'	8"	D4.5
16' < 23'	8"	E5
23' < 27'	8"	E3
27'-40'	8"	F3.5
SIZE: 8'-0" DIAMETER		
≥0.5' < 10'	8"	D4.5
10' < 16'	8"	E5
16' < 19'	8"	E3
19' < 29'	8"	F3.5
29'-40'	10"	F5
SIZE: 10'-0" DIAMETER		
≥0.5' < 12'	10"	D4.5
12' < 20'	10"	E5
20' < 28'	10"	F5
28'-40'	10"	G3.5
SIZE: 12'-0" DIAMETER		
≥0.5' < 8'	10"	D4.5
8' < 13'	10"	E5
13' < 18'	10"	F5
18' < 26'	10"	G3.5
26'-40'	12"	G3.5

SLAB AND WALL DESIGN TABLE NOTES

1. Size is the inside dimension(s) of a structure.
2. Slab reinforcement is appropriate for top, intermediate, and bottom slabs.
3. Bottom Slabs for precast 3'-6" x 3'-6" rectangular structures at 15' depth or less, may be 6" thick.
4. Slab depth is measured from finished grade to top of slab.
5. Reinforcing schedules with larger areas of steel may be substituted for schedules with smaller bar or wire spacing, except that Schedule B10 may not be substituted for Schedule A6. See Index 425-001 for allowable bar spacing adjustments when larger areas of reinforcing are substituted.

TABLES 5 AND 6

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX	SHEET
11/01/20	REVISION				425-010	4 of 4

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
14101 PANAMA CITY BEACH PARKWAY - SUITE 110,
PANAMA CITY BEACH, FL 32413 (850) 234-8150
ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

SEAL

SHORE AT CRYSTAL BEACH EXPANSION

NO.	DATE	APPR.	REVISION / ACTION TAKEN

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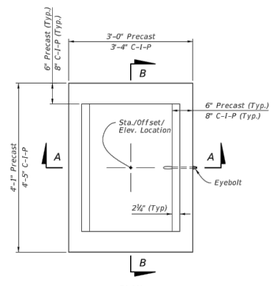
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BY: XXX DATE: X/XX/XX

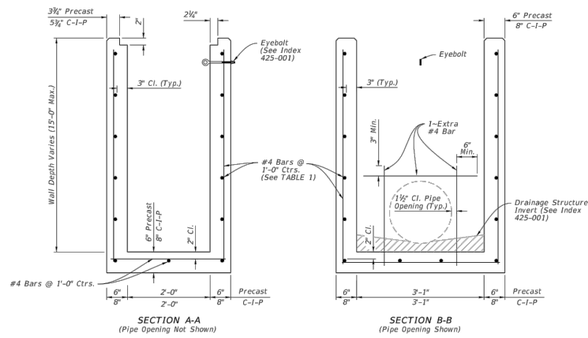
PROJECT NO:	DESIGNED BY:	DRAWN BY:	CHK'D BY:	PROJ. MGR:	DATE:
12105.02	RAS	JJ	RLW	JCP	APRIL 2023

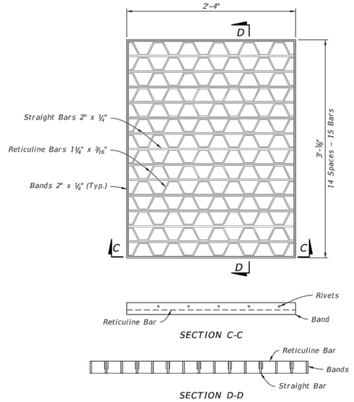
MISCELLANEOUS
STANDARD FDOT DETAILS

C-510

60% SUBMITTAL







STEEL GRATE DETAIL

(Approx. 104 Lbs. – See Sheet 7 For Cast Iron Grates)

TABLE 1
HORIZONTAL WALL REINFORCING SCHEDULE

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING	
			BARS	WWF
0' - 15'	A12	0.20	12"	8"

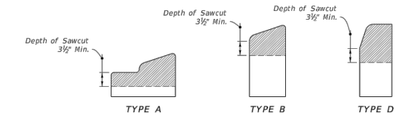
NOTES:

1. Grate, Concrete Apron, and Sod not shown on structure detail.
2. See Sheet 8, 9, and 10 For Concrete Apron and Sodded Area details.

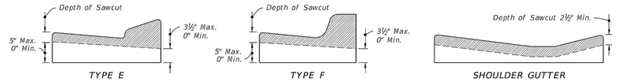
DIMENSIONAL AND REINFORCING DETAILS

TYPE C - DIMENSIONAL, REINFORCING, AND STEEL GRATE DETAILS

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	INDEX	SHEET
11/01/20					425-052	2 of 14

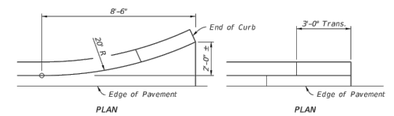


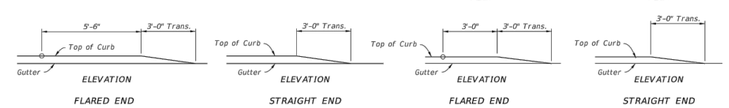
CONTRACTION JOINTS IN CURB



NOTE: Sawcuts should be avoided within valley gutter and within curb and gutter endings.

CONTRACTION JOINTS IN CURB & GUTTER



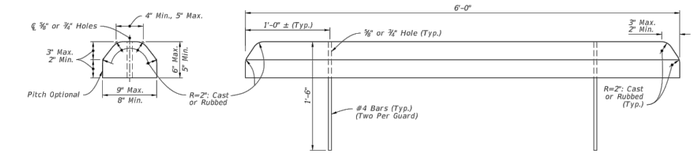


CURB TYPE A

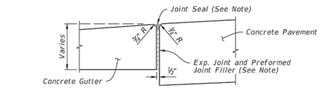
CURB AND GUTTER TYPE E AND TYPE F

NOTE: Ends of Type B and D Curb transition from full to zero heights in 3 ft.

CURB AND CURB & GUTTER ENDINGS

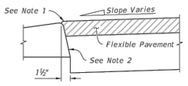


CONCRETE BUMPER GUARD



NOTE: Joint Seal application applies to both high and low sides of pavement, low side shown.

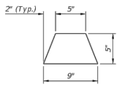
EXPANSION JOINT BETWEEN GUTTER AND CONCRETE PAVEMENT



NOTES:

1. Surface on Low Side of Pavement to be ¼" Above Lip of Gutter. Surface on High Side to be Flush With Lip of Curb or Curb & Gutter.
2. Applies to both high and low sides of pavement, low side shown. Applies to shoulder gutter only where adjoining traffic lanes.

CURB AND GUTTER TYPE A AND TYPE A CURB ADJACENT TO FLEXIBLE PAVEMENT



ASPHALTIC CONCRETE CURB

CURB AND GUTTER JOINTS AND ENDINGS, CONCRETE BUMPER GUARD, AND ASPHALTIC CONCRETE CURB

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	CURB AND GUTTER	INDEX	SHEET
11/01/21					520-001	3 of 3

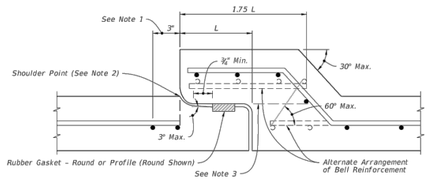


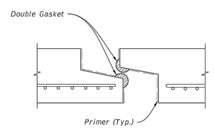
TABLE 1
SCHEDULE OF BELL REINFORCEMENT
Classes II,III,IV,V; Wall A,B,C

Nominal Pipe Diameter	Design Bell Reinforcement	Maximum Reinforcement Under Tolerance
	in² per foot	in² per foot
15"	0.07	0.010
18"	0.07	0.010
24"	0.09	0.010
30"	0.12	0.010
36"	0.14	0.010
42"	0.16	0.010
48"	0.19	0.011
54"	0.21	0.012
60"	0.23	0.0135
66"	0.26	0.015
72"	0.28	0.0165
78"	0.30	0.018
84"	0.33	0.0195
90"	0.35	0.021
96"	0.37	0.0225
102"	0.40	0.024
108"	0.42	0.0255

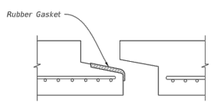
NOTES:

1. Allowable Tolerance for the last full wrap of reinforcing when using single elliptical cage.
2. Extend the last full wrap of reinforcing to the shoulder point and meet ASTM C-76 requirements.
3. All circumferential steel located above this line and within the 1.75 L is defined as bell reinforcement.

ROUND CONCRETE PIPE JOINT DETAIL



PREFORMED PLASTIC JOINT



PROFILE RUBBER GASKET

NOTES:

1. Filter Fabric Jacket is required on both type of joints.
2. Details shown before pull-up.

ELLIPTICAL CONCRETE PIPE JOINT DETAIL

ROUND AND ELLIPTICAL CONCRETE PIPE JOINT

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	MISCELLANEOUS DRAINAGE DETAILS	INDEX	SHEET
11/01/20					430-001	2 of 7

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ENGINEERING THE SOUTH SINCE 1927
1401 PANAMA CITY BEACH PARKWAY - SUITE 110,
PANAMA CITY BEACH, FL 32413 (850) 230-4150
ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

SEAL

SHORE AT CRYSTAL
BEACH EXPANSION

REVISION / ACTION TAKEN

NO.	DATE	APPR.	REVISION

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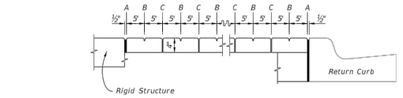
PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR.: JCP
DATE: APRIL 2023

MISCELLANEOUS
STANDARD FDOT DETAILS

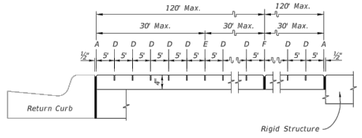
C-511

GENERAL NOTES:

1. Construct sidewalks in accordance with Specification 522. Use 6" concrete for Sidewalks and Curb Ramps Located within Curb Returns (See Plan View). Install all other concrete with thickness as shown, unless otherwise detailed in the Plans.
2. Include detectable warnings on sidewalk curb ramps in accordance with Index 522-002.
3. For Driveways see Index 522-003.
4. Bond breaker material can be any impermeable coated or sheet membrane or preformed material having a thickness of not less than 6 mils and not more than ½".
5. Construct sidewalks with Edge Beam through the limits of any surface mounted Pedestrian/Bicycle Railing or Pipe Guiderail shown in the plans. (See RAILING DETAIL)



OPEN JOINTS



SAWED JOINTS

LONGITUDINAL SECTION

LEGEND:

A- ½" Expansion Joints (Preformed Joint Filler) between the sidewalk and; driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).

B- ⅛" Dummy Joints, Tooled

C- ⅛" Formed Open Joints

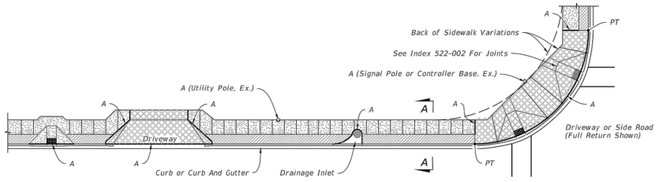
D- 3/16" Saw Cut Joints, 1½" Deep (within 96 hours) Max. 5' Centers

E- 3/16" Saw Cut Joints, 1½" Deep (within 12 hours) Max. 30' Centers Joint(s) Required When Length Exceeds 30'

F- ½" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.

G- Cold Joint With Bond Breaker, Tooled

SIDEWALK JOINTS



PLAN

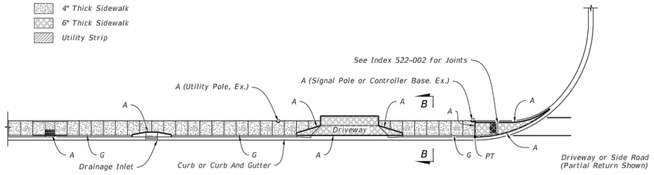
SIDEWALK WITH UTILITY STRIP

LEGEND:

4" Thick Sidewalk

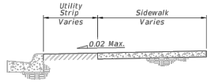
6" Thick Sidewalk

Utility Strip

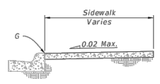


PLAN

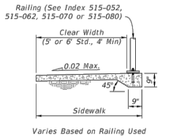
SIDEWALK WITHOUT UTILITY STRIP



SECTION A-A



SECTION B-B



Varies Based on Railing Used

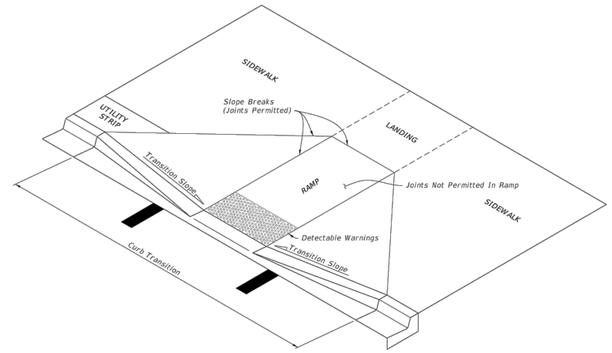
RAILING DETAIL

GENERAL NOTES AND CONCRETE SIDEWALK ON CURBED ROADWAYS

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	CONCRETE SIDEWALK	INDEX	SHEET
11/01/18						522-001	1 of 2

GENERAL NOTES:

1. Cross Slopes and Grades:
   - A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
   - B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
   - C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
   - D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter and/or Sidewalk:
   - A. Refer to Index 522-001 for concrete thickness and sidewalk details.
   - B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
   - C. Width of Curb Ramp is 4'-0" minimum. Match sidewalk or Shared Use Path width as shown in the Plans.
3. Curb Ramp Alpha-Identification:
   - A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
   - B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detectable Warnings:
   - A. Install detectable warnings in accordance with Specification 527.
   - B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
   - C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.



CURB RAMP NOMENCLATURE

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/21						522-002	1 of 7

BASKERVILLE-DONOVAN, INC.
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14101 PANAMA CITY BEACH PARKWAY - SUITE 110,
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ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

SEAL

SHORE AT CRYSTAL BEACH EXPANSION

NO.	DATE	APPR.	REVISION / ACTION TAKEN

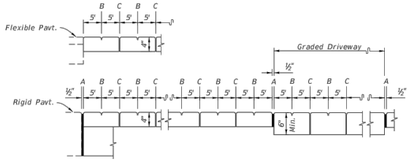
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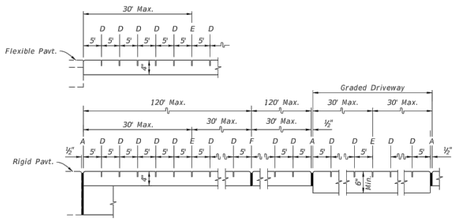
PROJECT NO:	DESIGNED BY:	DRAWN BY:	CHK'D BY:	PROJ. MGR:	DATE:
12105.02	RAS	JJ	RLW	JCP	APRIL 2023

MISCELLANEOUS
STANDARD FDOT DETAILS

C-512



OPEN JOINTS



SAWED JOINTS

LONGITUDINAL SECTION

LEGEND:

A- ½" Expansion Joints (Preformed Joint Filler) between the sidewalk and driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).

B- ⅛" Dummy Joints, Tooled

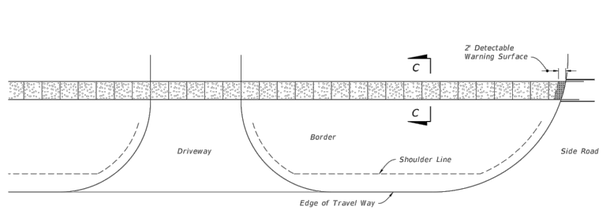
C- ⅛" Formed Open Joints

D- 3/16" Saw Cut Joints, 1½" Deep (within 96 hours) Max. 5' Centers

E- 3/16" Saw Cut Joints, 1½" Deep (within 12 hours) Max. 30' Centers Joint(s) Required When Length Exceeds 30'

F- ½" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.

SIDEWALK JOINTS

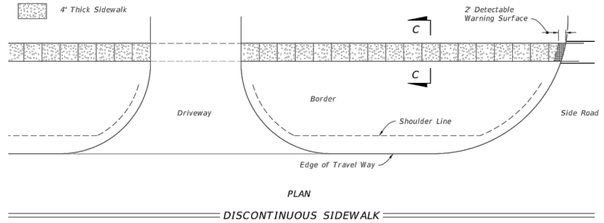


PLAN

CONTINUOUS SIDEWALK

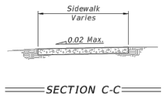
LEGEND:

4" Thick Sidewalk



PLAN

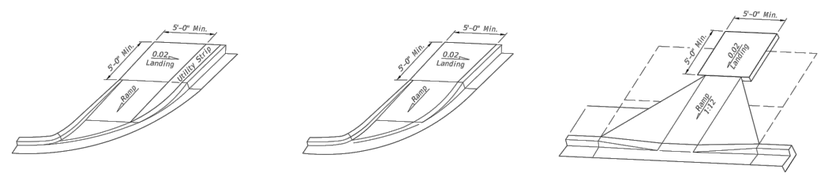
DISCONTINUOUS SIDEWALK



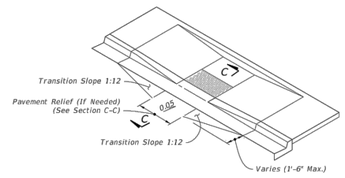
SECTION C-C

CONCRETE SIDEWALK ON FLUSH SHOULDER ROADWAYS

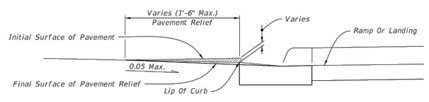
LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	CONCRETE SIDEWALK	INDEX	SHEET
11/01/18						522-001	2 of 2



LANDINGS FOR CURB RAMPS WITHOUT SIDEWALKS
(See CR-F, CR-G & CR-K Respectively For Detectable Warning Details/Options)



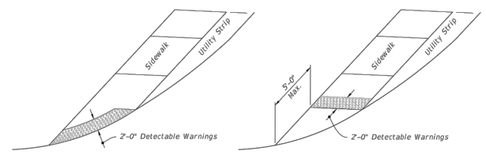
ISOMETRIC VIEW
(CR-C Shown, Other Similar)



NOTE: Remove Elevated Pavement By Spading And Rolling, Smooth Milling, or Grinding.

SECTION C-C

PAVEMENT RELIEF DETAILS

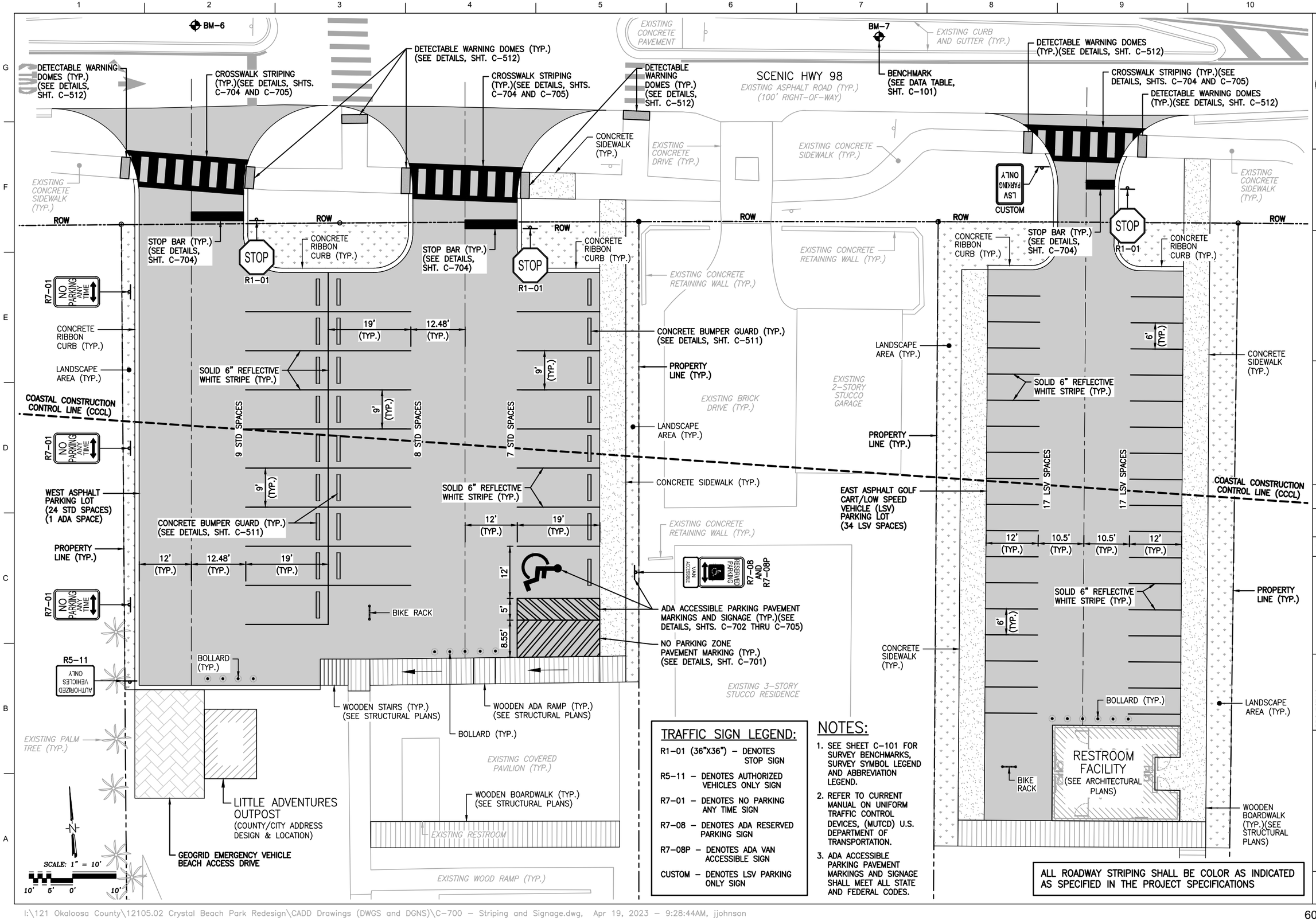


OPTION A OPTION B

DETECTABLE WARNING ON FLUSH SHOULDER SIDEWALKS

CURB RAMPS WITHOUT SIDEWALKS AND FLUSH SHOULDER SIDEWALKS

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/20						522-002	6 of 7



TRAFFIC SIGN LEGEND:

- R1-01 (36"X36") – DENOTES STOP SIGN
- R5-11 – DENOTES AUTHORIZED VEHICLES ONLY SIGN
- R7-01 – DENOTES NO PARKING ANY TIME SIGN
- R7-08 – DENOTES ADA RESERVED PARKING SIGN
- R7-08P – DENOTES ADA VAN ACCESSIBLE SIGN
- CUSTOM – DENOTES LSV PARKING ONLY SIGN

NOTES:

1. SEE SHEET C-101 FOR SURVEY BENCHMARKS, SURVEY SYMBOL LEGEND AND ABBREVIATION LEGEND.
2. REFER TO CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) U.S. DEPARTMENT OF TRANSPORTATION.
3. ADA ACCESSIBLE PARKING PAVEMENT MARKINGS AND SIGNAGE SHALL MEET ALL STATE AND FEDERAL CODES.

ALL ROADWAY STRIPING SHALL BE COLOR AS INDICATED AS SPECIFIED IN THE PROJECT SPECIFICATIONS

BASKERVILLE-DONOVAN, INC.
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14151 PANAMA CITY BEACH PARKWAY - SUITE 110,
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PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

SEAL

SHORE AT CRYSTAL BEACH EXPANSION

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BY: XXX DATE: XX/XX/XX

PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR: JCP
DATE: APRIL 2023

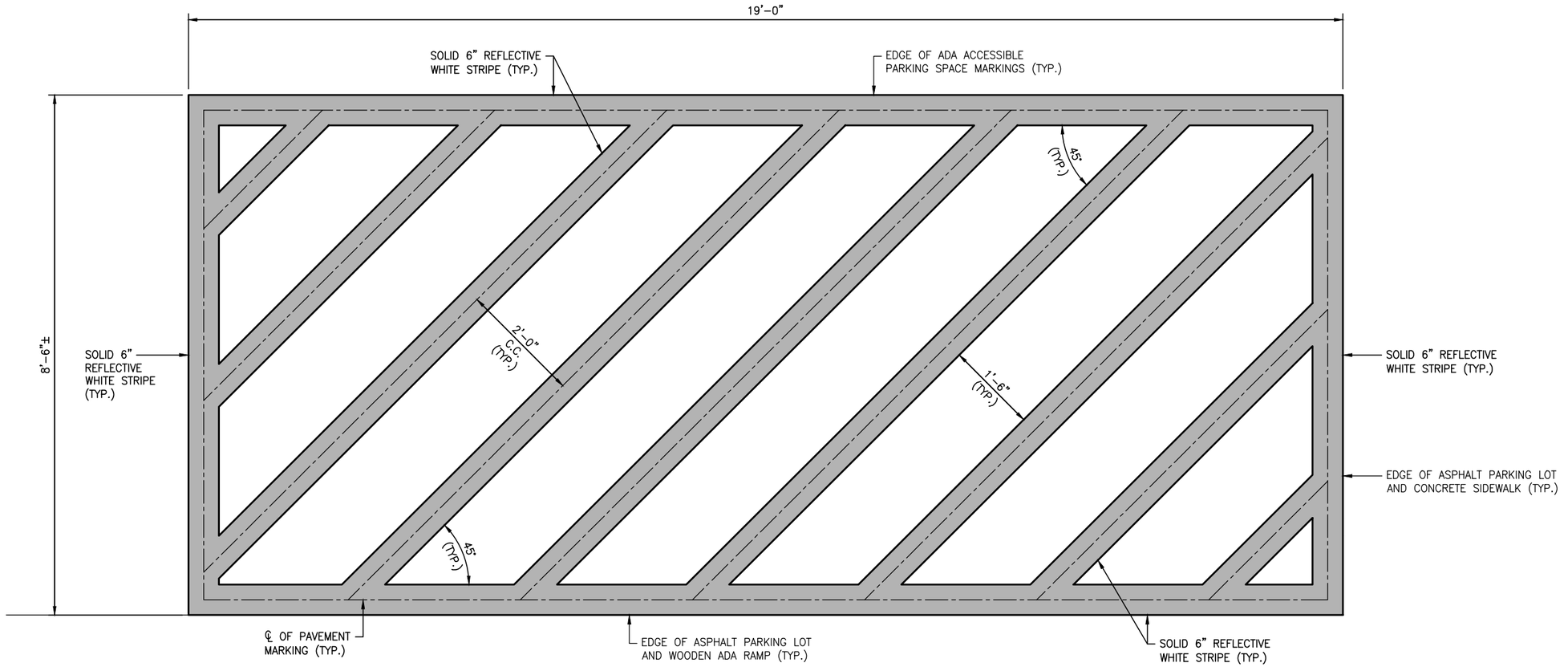
STRIPING AND SIGNAGE PLAN

C-700

I:\121 Okaloosa County\12105.02 Crystal Beach Park Redesign\CADD Drawings (DWGS and DGNS)\C-700 – Striping and Signage.dwg, Apr 19, 2023 – 9:28:44AM, jjohnson

60% SUBMITTAL

ALL ROADWAY STRIPING SHALL BE COLOR AS INDICATED AS SPECIFIED IN THE PROJECT SPECIFICATIONS



TYPICAL NO PARKING ZONE PAVEMENT MARKING DETAIL

N.T.S.

NOTES:

1. REFER TO CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) U.S. DEPARTMENT OF TRANSPORTATION.
2. CONTRACTOR TO ADJUST PAVEMENT MARKING IF REQUIRED.

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NO.	DATE	APPR.	REVISION / ACTION TAKEN

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BY: XXX DATE: XX/XX/XX

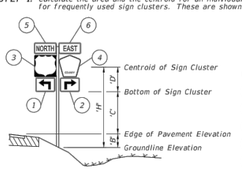
PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHKD BY: RLW
PROJ. MGR.: JCP
DATE: APRIL 2023

MISCELLANEOUS STRIPING AND SIGNAGE DETAILS

C-701

60% SUBMITTAL

STEP 1: *Calculate the area and the centroid for an individual sign or a sign cluster. Note that the centroid and areas have been calculated for frequently used sign clusters. These are shown on Sheets 7, 8, and 9.*



	Size a x h	Centroid: Local $'_n$	Centroid: Global $'_n$	Centroid: Global $'_n$	$'A_n$	$'X_n$ x $'A_n$	$'Y_n$ x $'A_n$
	(in. x in.)	(in.)	(in.)		($in.^2$)	($in.^3$)	($in.^3$)
1	21 x 15	7.5	-10.5-1.5-1.5 = -13.5	7.5	315	-4,252.5	2,362.5
2	21 x 15	7.5	10.5+1.5+1.5 = 13.5	7.5	315	+4,252.5	2,362.5
3	24 x 24	12	-12-1.5 = -13.5	15+1+12 = 28	576	-7,776	16,128
4	24 x 24	12	12+1.5 = 13.5	15+1+12 = 28	436	5,886	12,208
5	24 x 12	6	-12-1.5 = -13.5	15+1+24+1+6 = 47	288	-3,888	13,536
6	24 x 12	6	12+1.5 = 13.5	15+1+24+1+6 = 47	288	3,888	13,536
				TOTALS	2,218	-1,890	60,133

$\Sigma\,('A_n) = 2{,}218\ in.^2 = 15.4\ ft.^2$ $\quad \Sigma\,('X_n' \times 'A_n) = -1{,}890\ in.^3 = -1.09\ ft.^3$ $\quad \Sigma\,('Y_n' \times 'A_n) = 60{,}133\ in.^3 = 34.8\ ft.^3$

$$'X_c = \frac{\Sigma\,('X_n \times 'A_n)}{\Sigma\,'A_n} = -0.1\ ft. \qquad 'Y_c = \frac{\Sigma\,('Y_n \times 'A_n)}{\Sigma\,'A_n} = 2.26\ ft.$$

STEP 2: *Determine the height 'H' from groundline to the centroid of the individual sign or sign cluster.*

Assume: 'B' = 1 ft., 'C' = 7 ft.

Calculated: $'X_c = -0.1$ ft., $'Y_c =$ 'D' 2.26 ft.

$'H = 'B' + 'C' + 'D' = 10.26\ ft. \Rightarrow$ **USE 11 ft.** $\quad \Sigma\,('A_n) = 15.4\ ft.^2 \Rightarrow$ **USE 16 ft.²**

STEP 3: *Refer to the Aluminum Column (Post) Selection Tables and find the intersection point. See Sheet 3.*

ALUMINUM COLUMN (POST) SELECTION TABLE

TOTAL PANEL AREA (SF)	'H' (FT) 8 ft	9 ft	10 ft	11 ft	12 ft	13 ft	14 ft	15 ft	16 ft	17 ft	18 ft	19 ft	20 ft
3 sf	2	2.5	2.5	2.5	3	3	3	3	3.5	3.5	3.5	3.5	3.5
4 sf	2.5	2.5	3	3	3	3	3.5	3.5	3.5	3.5	3.5	3.5	3.5
5 sf	2.5	3	3	3	3.5	3.5	3.5	3.5	3.5	3.5	3.5	4	4
6 sf	3	3	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	4	4	4
7 sf	3	3.5	3.5	3.5	3.5	3.5	3.5	4	4	4	4	4	4
8 sf	3.5	3.5	3.5	3.5	3.5	3.5	3.5	4	4	4	4	4	4
9 sf	3.5	3.5	3.5	3.5	3.5	3.5	4	4	4	4	4	4	4
10 sf	3.5	3.5	3.5	3.5	3.5	4	4	4	4	4	4	4.5	4.5
11 sf	3.5	3.5	3.5	3.5	4	4	4	4	4	4	4.5	4.5	4.5
12 sf	3.5	3.5	3.5	4	4	4	4	4	4	4	4.5	4.5	4.5
13 sf	3.5	3.5	4	4	4	4	4	4	4	4.5	4.5	5	5
14 sf	3.5	3.5	4	4	4	4	4	4	4.5	4.5	5	5	5
15 sf	3.5	4	4	4	4	4	4	4.5	4.5	4.5	5	5	5
16 sf	3.5	4	4	4	4	4	4	4.5	4.5	5	5	5	6
17 sf	4	4	4	4	4	4	4.5	4.5	5	5	5	6	6
18 sf	4	4	4	4	4	4.5	4.5	4.5	5	5	6	6	6
19 sf	4	4	4	4	4	4.5	4.5	4.5	5	5	6	6	6
20 sf	4	4	4	4	4.5	4.5	4.5	5	5	5	6	6	6
21 sf	4	4	4	4	4.5	4.5	5	5	5	6	6	6	6
22 sf	4	4	4	4.5	4.5	5	5	5	6	6	6	6	6
23 sf	4	4	4	4.5	4.5	5	5	5	6	6	6	6	6
24 sf	4	4	4.5	4.5	4.5	5	5	6	6	6	6	6	6
25 sf	4	4	4.5	4.5	5	5	5	6	6	6	6	6	8
26 sf	4	4.5	4.5	4.5	5	5	5	6	6	6	6	8	8
27 sf	4	4.5	4.5	4.5	5	5	6	6	6	6	6	8	8
28 sf	4	4.5	4.5	5	5	5	6	6	6	6	8	8	8
29 sf	4.5	4.5	4.5	5	5	6	6	6	6	6	8	8	8
30 sf	4.5	4.5	5	5	5	6	6	6	6	6	8	8	8

For 'H' = 11 ft., Area = 16 ft.²

- *Refer to the Aluminum Column (Post) Selection Table, from Sheet 3 and shown here for reference.*
- *To determine the required post size, find the intersection of the row labeled "16 SF" and the column labeled "11 FT". For the example the intersection value is "4" (4" OD).*
- *In the Column (Post) and Foundation Table, the value "4" shows the design requires a 4.0" diameter and ¼" thick Aluminum Column (Post) and a 2.0' diameter and 3.5' deep Concrete Foundation and 3.0' Stub.*

STEP 4: *For sign assemblies with signs oriented in two directions, only the sign with the largest area should be analyzed to determine the Column (Post) requirements.*

GUIDE TO USE THIS INDEX

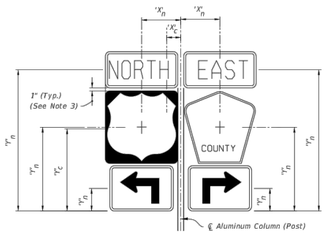
SHEET	CONTENTS
1	General Notes and Design Example
2	Design Example – Centroid
3	Column and Foundation Tables
4	Slip Base and Foundation Details
5	Driven Post, Concrete Stub, and Soil Plate Details
6	Wind Beam Connection
7, 8 & 9	Frequently Used Sign Clusters

GENERAL NOTES:

1. *Shop Drawings:*
   This Index is considered fully detailed. Submit Shop Drawings only for minor modifications not detailed in the Plans.
2. *Aluminum Sign, Wind Beams and Column (Post) Materials:*
   A. Aluminum Plates: ASTM B209, Alloy 6061-T6
   B. Aluminum Bars and Extruded Shapes: ASTM B221, Alloy 6061-T6
   C. Aluminum Structural Shapes: ASTM B221 Alloy 6061-T6
   D. Cast Aluminum: ASTM B26 Alloy A356-T6
   E. Aluminum Weld Material: ER 5556 or 5356
3. *Galvanized Steel Slip Base Stub Materials:*
   A. Steel Plate and Structural Shapes: ASTM A36 or ASTM A709, Grade 36
   B. Steel Weld Metal: E70XX
4. *Sign Mounting Bolts, Nuts and Washers:*
   A. Aluminum Button Head and Flat Head Bolts: ASTM F468 Alloy 2024-T4
   B. Aluminum Hex Nuts: ASTM F467 Alloy 6061-T6 or 6262-T9
   C. Aluminum Washers: ASTM B221, Alloy 7075-T6
5. *Stainless Steel Bolts, Nuts and Washers may be used in lieu of the Aluminum button head and flat head bolts as follows:*
   A. Stainless Steel Bolts: ASTM Ft 593 Alloy Group 2, Condition A, CW1 or SH1
   B. Stainless Steel Nuts: ASTM F594
6. *Sign Column (Post) Bolts, Nuts and Washers:*
   A. Galvanized U-Bolt (Column): ASTM A449 or ASTM A193 B7 according to ASTM F2329 with double nuts (nut and lock washer optional).
   B. Aluminum Bolts (Sleeve): ASTM F468, Alloy 6061-T6 or 2024-T4 with Hex Nuts F467 6061-T6 or 6262-T9 and Washers B221, Al clad 2024-T4
   C. Galvanized High Strength Hex Head Bolts (Base Bolts): ASTM F3125, Grade A325, Type 1
   D. Galvanized Hex Nuts: ASTM A563 Grade D
   E. Galvanized Washers: ASTM F436
   F. Galvanized Bolts (Sleeve): ASTM A307 with Galvanized Hex Nuts and Washers
7. *Coatings:*
   A. Aluminum Fasteners: Anodic coating (0.0002 inches mint.) and chromate sealed
   B. High Strength Steel Bolts Nuts and Washers: ASTM F2329
   C. All other steel items (excluding stainless steel): Hot-dip Galvanize-ASTM A123
   D. Repair damaged galvanizing in accordance with Specification 562
8. *BREAKAWAY SUPPORTS REQUIREMENTS: Install non-frangible aluminum column (post) (larger than 3½") with breakaway supports as shown on Sheet 4. Signs shielded by barrier wall or guardrail do not require breakaway support.*

GENERAL NOTES AND DESIGN EXAMPLE

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	SINGLE COLUMN GROUND SIGNS	INDEX	SHEET
11/01/20	REVISION				700-010	1 of 10



SIGN CLUSTER

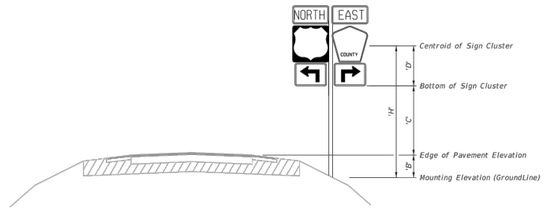
$$'X_c = \frac{\Sigma\,('X_n \times 'A_n)}{\Sigma\,'A_n} \qquad 'C' = 'Y_c = \frac{\Sigma\,('Y_n \times 'A_n)}{\Sigma\,'A_n}$$

'A'n = Area of individual sign
'B' = Height of the edge of pavement from the mounting elevation
'C' = Height of the bottom of the sign or cluster from the edge of pavement elevation
'D' = Height of the centroid of the sign or cluster from the bottom of the sign or cluster
h = Individual sign height
'H' = Height of sign or cluster centroid from groundline
a = Individual sign width
'X'c = Centroid horizontal location of sign or cluster from ℄ Aluminum Column (Post)
'Y'c = Centroid height of sign or cluster from bottom of sign cluster
'X'n = Individual sign centroid horizontal location from ℄ Aluminum Column (Post)
'Y'n = Individual Sign centroid height from bottom of sign cluster

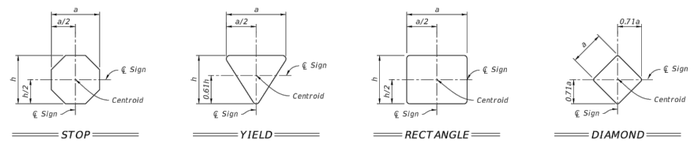
NOTES:

1. *For 'B' & 'C' see Index 700-101 and Roadway Plans.*
2. *Do not exceed an area of 30 SF or a width of 60 inches for a sign or a sign cluster, including rotated sign panels.*
3. *Vertical sign spacing (1" shown on Sign Cluster detail) also applies to rotated signs.*

CALCULATION OF SIGN CLUSTER CENTROID



TYPICAL SECTION



DESIGN EXAMPLE - CENTROID

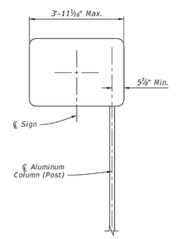
LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	SINGLE COLUMN GROUND SIGNS	INDEX	SHEET
11/01/19	REVISION				700-010	2 of 10

ALUMINUM COLUMN (POST) SELECTION TABLE (O.D. in.)

TOTAL PANEL AREA (SF)	'H' (FT) 8 ft	9 ft	10 ft	11 ft	12 ft	13 ft	14 ft	15 ft	16 ft	17 ft	18 ft	19 ft	20 ft
3 sf	2	2.5	2.5	2.5	3	3	3	3	3.5	3.5	3.5	3.5	3.5
4 sf	2.5	2.5	3	3	3	3	3.5	3.5	3.5	3.5	3.5	3.5	3.5
5 sf	2.5	3	3	3	3.5	3.5	3.5	3.5	3.5	3.5	3.5	4	4
6 sf	3	3	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	4	4	4
7 sf	3	3.5	3.5	3.5	3.5	3.5	3.5	4	4	4	4	4	4
8 sf	3.5	3.5	3.5	3.5	3.5	3.5	3.5	4	4	4	4	4	4
9 sf	3.5	3.5	3.5	3.5	3.5	3.5	4	4	4	4	4	4	4
10 sf	3.5	3.5	3.5	3.5	3.5	4	4	4	4	4	4	4.5	4.5
11 sf	3.5	3.5	3.5	3.5	4	4	4	4	4	4	4.5	4.5	4.5
12 sf	3.5	3.5	3.5	4	4	4	4	4	4	4	4.5	4.5	4.5
13 sf	3.5	3.5	4	4	4	4	4	4	4	4.5	4.5	4.5	5
14 sf	3.5	3.5	4	4	4	4	4	4	4.5	4.5	4.5	5	5
15 sf	3.5	4	4	4	4	4	4	4.5	4.5	4.5	5	5	5
16 sf	3.5	4	4	4	4	4	4	4.5	4.5	5	5	5	6
17 sf	4	4	4	4	4	4	4.5	4.5	5	5	5	6	6
18 sf	4	4	4	4	4	4.5	4.5	4.5	5	5	6	6	6
19 sf	4	4	4	4	4	4.5	4.5	4.5	5	5	6	6	6
20 sf	4	4	4	4	4.5	4.5	4.5	5	5	5	6	6	6
21 sf	4	4	4	4	4.5	4.5	5	5	5	6	6	6	6
22 sf	4	4	4	4.5	4.5	5	5	5	6	6	6	6	6
23 sf	4	4	4	4.5	4.5	5	5	5	6	6	6	6	6
24 sf	4	4	4.5	4.5	4.5	5	5	6	6	6	6	6	6
25 sf	4	4	4.5	4.5	5	5	5	6	6	6	6	6	8
26 sf	4	4.5	4.5	4.5	5	5	5	6	6	6	6	8	8
27 sf	4	4.5	4.5	4.5	5	5	6	6	6	6	6	8	8
28 sf	4	4.5	4.5	5	5	5	6	6	6	6	8	8	8
29 sf	4.5	4.5	4.5	5	5	6	6	6	6	6	8	8	8
30 sf	4.5	4.5	5	5	5	6	6	6	6	6	8	8	8

Column (Post) Size	Foundation Alternatives: Driven Post * Embedment Depth (ft) without Soil Plate	Driven Post * Embedment Depth (ft) with Soil Plate	Concrete (Class II) Diameter (ft)	Concrete (Class II) Embedment Depth (ft)	Concrete (Class II) Stub Length (ft)
Outside Diameter (in) / Wall Thk. (in)					
2.0 / ⅛	4.5	2.5	---	---	---
2.5 / ⅛	5.0	3.0	---	---	---
3.0 / ⅛	5.0	3.5	---	---	---
3.5 / 3/16	6.0	4.5	---	---	---
4.0 / ¼	---	---	2.0	3.5	3.0
4.5 / ¼	---	---	2.0	4.0	3.0
5.0 / ¼	---	---	2.0	4.5	3.0
6.0 / ¼	---	---	2.0	5.0	3.0
8.0 / ¼	---	---	2.0	5.5	3.0

** INSTALLING FRANGIBLE COLUMN SUPPORTS:*
Columns (posts) 3½" O.D. and less are considered frangible and may be installed either by driving the post or setting the posts in preformed holes. Backfill preformed holes with suitable material tamped in layers not thicker than 6" (to provide adequate compaction) or filled with flowable fill or bagged concrete.



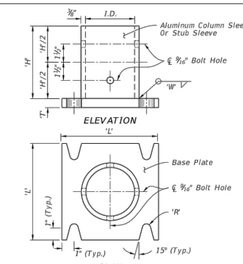
OFFSET SIGN

NOTES:

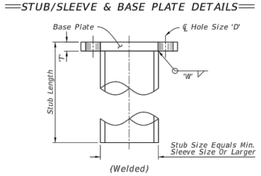
1. *For offset sign placement see Index 700-101.*
2. *For signs with widths greater than 4' see Index 700-011.*
3. *Offset signs with driven posts require a soil plate.*

COLUMN AND FOUNDATION TABLES

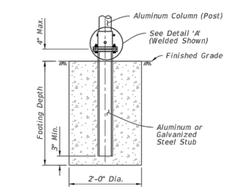
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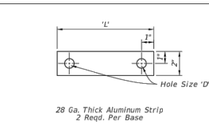
STUB/SLEEVE & BASE PLATE DETAILS



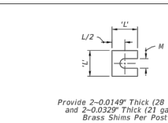
STUB DETAIL



SLIP BASE AND FOUNDATION DETAIL (Non-Frangible Column, Typ.)



BOLT KEEPER PLATE DETAIL

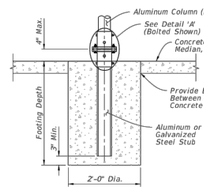


SHIM DETAIL

WELDED STUB BASE

BOLTED STUB/SLEEVE BASE

DETAIL 'A'



SLIP BASE AND FOUNDATION DETAIL IN CONCRETE (Non-Frangible Column In Crossovers, Medians & Sidewalks)

NOTES:

1. *Foundation Notes for Slip Base:*
   A. Place Stub into concrete foundation given in the FOUNDATION TABLE using Class II concrete.
2. *Slip Base Fabrication Notes:*
   A. The difference between the O.D. of the post and I.D. of the Sleeve must be ⅛" or less.
   B. The WELDED STUB BASE and lower STUB/SLEEVE BASE PLATE may be fabricated using galvanized steel as an option to aluminum. The upper portion of the SLIP BASE must be aluminum.
   C. Either a Welded Stub Base or Bolted Stub/Sleeve Base may be used in Slip Base.
   D. For cast base plates bolted to foundation stubs, use a foundation stub the same size as the sign column (Post).
3. *Slip-Base Assembly Instructions:*
   A. Assemble the Slip Base as follows:
   1. Insert Post into Sleeve and connect using 2 – ½" diameter Sleeve Bolts.
   2. Assemble top base plate to bottom Base Plate using Base Bolts (High strength) with 3 washers per bolt. (See Detail 'A'):
   a. Place one washer on each Base Bolt between the bottom Base Plate and the Base Bolt head.
   b. Place the next washer between the Bottom Base Plate and the Bolt Keeper Plate.
   c. Use brass or galvanized steel shims to plumb the post.
   d. Add the top base plate section.
   e. Place the third washer between the Top Base Plate and the Nut.
   B. Orient the Bolt Keeper Plates in the Direction of Traffic.
   C. Tighten Base Bolts as follows:
   1. Tighten Base Bolts to the maximum possible with a 12" to 15" wrench (this will bed the washers and shims and clear the bolt threads).
   2. Loosen each Base Bolt one turn.
   3. Under the supervision of the Engineer, use a calibrated wrench to tighten bolts to the torque prescribed in the SLIP BASE DETAILS Table. Over tightened Base Bolts are not permitted.
   4. Distort bolt threads at the junction with nuts to prevent loosening. Repair damaged galvanizing.
   D. Obtain a tight sleeve connection by placing 4 galvanized steel shims between the column (post) and sleeve. Space the shims evenly around the perimeter of the column (1 between each bolt hole, 4 total). Use shims that are 1" shorter than the height of the sleeve.

SLIP BASE DETAILS

Column (Post) Size: Outside Dia.	Wall Thickness	Sleeve I.D. (Max.)	Sleeve Height 'H'	Weld 'W'	Base Plate 'L'	Base Plate 'T'	Radius 'R'	Base Bolt Size	Base Bolt Length	Base Plate Torque ft-lbs	Base Plate Torque in-lbs	Hole Size 'D'	SHIM L	SHIM W
4"	¼"	4¼"	6"	¼"	8"	⅜"	1½"	⅜"	3"	29	345	1⅛"	1⅜"	1⅛"
4½"	¼"	4¾"	6"	¼"	8"	⅜"	1½"	⅜"	3½"	29	345	1⅛"	1⅜"	1⅛"
5"	¼"	5⅛"	7"	¼"	8"	⅜"	1½"	⅜"	3½"	29	345	1⅛"	1⅜"	1⅛"
6"	¼"	6⅛"	8"	¼"	9"	1"	1⅜"	⅜"	3½"	46	554	1⅜"	1⅞"	1⅜"
8"	¼"	8⅛"	10"	¼"	11"	1"	1⅜"	⅞"	3⅜"	53	640	1⅜"	2⅜"	1⅛"

SLIP BASE AND FOUNDATION DETAILS

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	SINGLE COLUMN GROUND SIGNS	INDEX	SHEET
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ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

SEAL

SHORE AT CRYSTAL BEACH EXPANSION

REVISION / ACTION TAKEN

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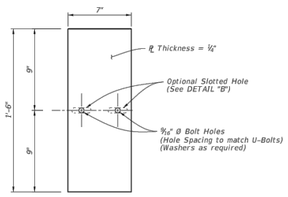
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BY: XXX DATE: XX/XX/XX

PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR.: JCP
DATE: APRIL 2023

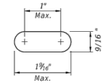
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STANDARD FDOT DETAILS

C-702

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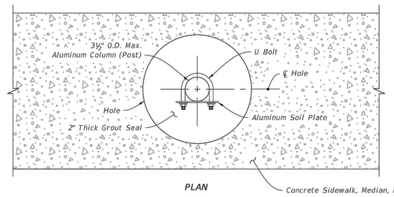


ALUMINUM SOIL PLATE DETAIL

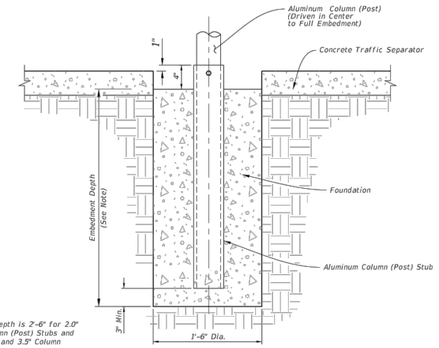


Optional Slotted Holes

DETAIL "B"



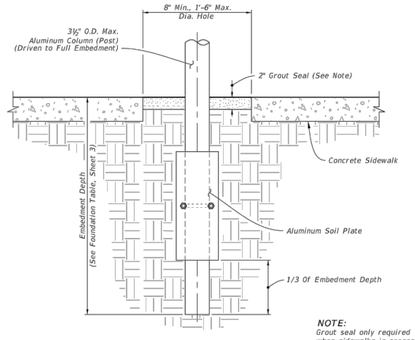
PLAN



NOTE:
Embedment Depth is 2'-6" for 2.0" and 2.5" Column (Post) Stubs and 3'-6" for 3.0" and 3.5" Column (Post) Stubs.

ELEVATION

CONCRETE/STUB DETAIL
(Traffic Separator)



ELEVATION

NOTE:
Grout seal only required when sidewalks is present.

DRIVEN POST DETAIL
(Frangible Post In Through Sidewalk Shown
Installations without Sidewalk Similar)

DRIVEN POST, CONCRETE/STUB, AND SOIL PLATE DETAILS

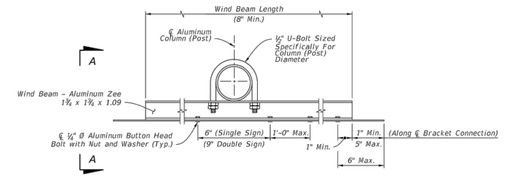
LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	SINGLE COLUMN GROUND SIGNS	INDEX	SHEET
11/01/20	REVISION				700-010	5 of 10

	Size	Area	Total Area	Centroid
NO TURN ON RED STOP	36x12	3.00 SF	6.31 SF	1.75 Ft.
	24x24	3.31 SF		
NO TURN ON RED STOP	36x12	3.00 SF	8.18 SF	1.92 Ft.
	30x30	5.18 SF		
NO TURN ON RED STOP	36x12	3.00 SF	10.46 SF	2.10 Ft.
	36x36	7.46 SF		
NO TURN ON RED STOP	36x12	3.00 SF	16.25 SF	2.48 Ft.
	48x48	13.25 SF		
STOP PROVIDES ACCESS	24x24	3.31 SF	6.31 SF	1.71 Ft.
	24x18	3.00 SF		
STOP PROVIDES ACCESS	30x30	5.18 SF	10.18 SF	2.19 Ft.
	30x24	5.00 SF		
STOP PROVIDES ACCESS	36x36	7.46 SF	12.46 SF	2.55 Ft.
	30x24	5.00 SF		

	Size	Area	Total Area	Centroid
NO TURN ON RED STOP	36x12	3.00 SF	13.18 SF	2.87 Ft.
PROVIDES ACCESS	30x30	5.18 SF		
	30x24	5.00 SF		
NO TURN ON RED STOP	36x12	3.00 SF	15.46 SF	3.15 Ft.
PROVIDES ACCESS	36x36	7.46 SF		
	30x24	5.00 SF		
JCT 27	21x15	2.19 SF	6.19 SF	1.60 Ft.
	24x24	4.00 SF		
JCT 301	21x15	2.19 SF	7.19 SF	1.52 Ft.
	30x24	5.00 SF		
BUSINESS OR EAST 27 27	24x12	2.00 SF	6.00 SF	1.53 Ft.
	24x24	4.00 SF		
BUSINESS OR EAST 301 301	24x12	2.00 SF	7.00 SF	1.45 Ft.
	30x24	5.00 SF		
BUSINESS OR EAST 301 301	30x15	3.13 SF	8.13 SF	1.66 Ft.
	30x24	5.00 SF		

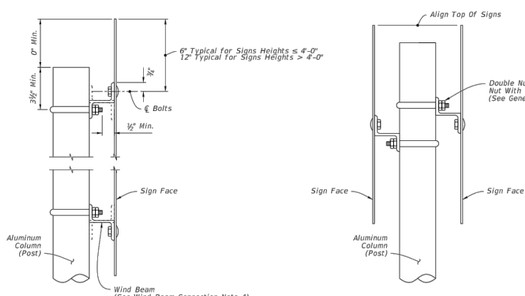
	Size	Area	Total Area	Centroid
27	24x24	4.00 SF	6.19 SF	1.73 Ft.
	21x15	2.19 SF		
27	30x24	5.00 SF	7.19 SF	1.81 Ft.
	21x15	2.19 SF		
BUSINESS OR EAST 27 27	24x12	2.00 SF	8.19 SF	2.26 Ft.
	24x24	4.00 SF		
	21x15	2.19 SF		
BUSINESS OR EAST 301 301	24x12	2.00 SF	9.19 SF	2.27 Ft.
	30x24	5.00 SF		
	21x15	2.19 SF		
BUSINESS OR EAST 301 301	30x15	3.13 SF	10.32 SF	2.49 Ft.
	30x24	5.00 SF		
	21x15	2.19 SF		
EAST BUSINESS 27	24x12	2.00 SF	10.19 SF	2.80 Ft.
	24x12	2.00 SF		
	24x24	4.00 SF		
	21x15	2.19 SF		

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	SINGLE COLUMN GROUND SIGNS	INDEX	SHEET
11/01/19	REVISION				700-010	8 of 10



WIND BEAM CONNECTIONS DETAILS

NOTES:
1. ⅝" Ø stainless steel hex head bolts with nylon washer under head and washer under nut may be used in lieu of ¾" Ø aluminum button or flat head bolts.
2. Use nylon washers (provided by the sheeting supplier) under the bolt heads to protect sign sheeting.
3. Slots up to 2" long are allowed in wind beams to accommodate U-Bolts for varying Column (Post) diameters.
4. Wind beams may be oriented in either direction.
5. For signs greater than 66" in height, install a third wind beam evenly spaced between the top and bottom wind beams. For signs up to 12" in height, use only one wind beam at ℄ Sign. Install two wind beams on signs with heights greater than 12" and less than or equal to 66".



SINGLE SIGN DETAIL

NOTE: Use the area and the centroid location of the largest sign to determine aluminum column (post) size.

BACK-TO-BACK SIGN DETAIL

VIEW A-A

WIND BEAM CONNECTION

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	SINGLE COLUMN GROUND SIGNS	INDEX	SHEET
11/01/20	REVISION				700-010	6 of 10

	Size	Area	Total Area	Centroid
EAST TO 295 OR 295	30x15	3.13 SF	12.12 SF	2.18 Ft.
	45x36	8.99 SF		
EAST TO 75 OR 75	24x12	2.00 SF	7.39 SF	2.30 Ft.
	24x24	3.20 SF		
	21x15	2.19 SF		
EAST TO 295 OR 295	24x12	2.00 SF	8.18 SF	2.31 Ft.
	30x24	3.99 SF		
	21x15	2.19 SF		
EAST TO 295 OR 295	30x15	3.13 SF	9.31 SF	2.55 Ft.
	30x24	3.99 SF		
	21x15	2.19 SF		
AHEAD OR 200 FT	30x30	4.69 SF	6.69 SF	1.61 Ft.
	24x12	2.00 SF		
AHEAD OR 200 FT	30x30	4.69 SF	8.44 SF	1.77 Ft.
	30x18	3.75 SF		
AHEAD OR 200 FT	36x36	6.75 SF	10.50 SF	2.06 Ft.
	30x18	3.75 SF		

	Size	Area	Total Area	Centroid
	30x30	4.69 SF	6.69 SF	1.61 Ft.
	24x12	2.00 SF		
	30x30	4.69 SF	8.44 SF	1.77 Ft.
	30x18	3.75 SF		
	36x36	6.75 SF	10.50 SF	2.06 Ft.
	30x18	3.75 SF		
AHEAD OR	30x30	6.25 SF	8.25 SF	2.28 Ft.
	24x12	2.00 SF		
AHEAD OR	36x36	9.00 SF	12.75 SF	2.84 Ft.
	30x18	3.75 SF		
35 MPH	30x30	6.25 SF	10.25 SF	2.74 Ft.
	24x24	4.00 SF		
35 MPH	36x36	9.00 SF	15.25 SF	3.29 Ft.
	30x30	6.25 SF		

	Size	Area	Total Area	Centroid
X MILES OR XXX FEET	30x30	6.25 SF	9.25 SF	2.51 Ft.
	24x18	3.00 SF		
X MILES OR XXX FEET	36x36	9.00 SF	14.00 SF	3.06 Ft.
	30x24	5.00 SF		

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11/01/19	REVISION				700-010	10 of 10

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SEAL

SHORE AT CRYSTAL
BEACH EXPANSION

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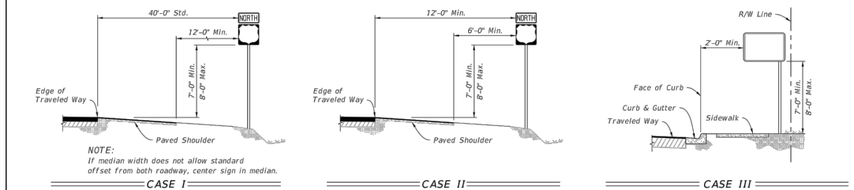
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BY: XXX DATE: XX/XX/XX

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MISCELLANEOUS
STANDARD FDOT DETAILS

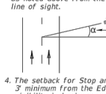
C-703

60% SUBMITTAL



GENERAL NOTES:

1. Single-Column Signs Shown, Multi-Column Signs similar. These typical sections serve as a guide for locating the traffic signs required under various roadside conditions. For size and details of sign construction and footing, refer to the appropriate Index and Plans.
2. Verify the length of sign supports in the field prior to fabrication.
3. Install ground signs at an angle of 1 to 4 degrees away from the traffic flow (see illustration). Install shoulder mounted signs rotated counterclockwise and median mounted signs rotated clockwise. Install signs on a curve as noted above from the perpendicular to the motorist line of sight.



4. The setback for Stop and Yield signs may be reduced to 3' minimum from the Edge of Traveled Way if required for visibility in business or residential sections with no curb and speeds of 30 MPH or less.
5. The mounting heights are measured from the bottom of the sign panel to a horizontal line extended from the Edge of Traveled Way or from the ground surface at the back of curb. If the standard heights cannot be met, the minimum heights are as follows:

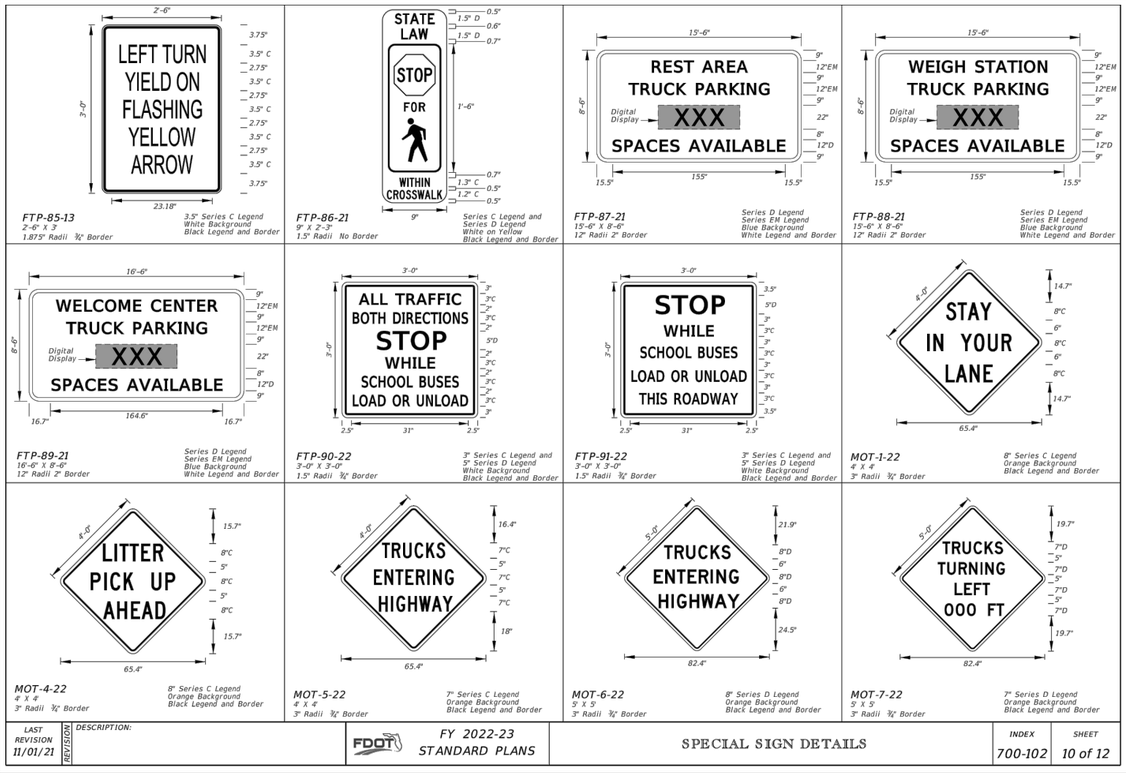
   Limited Access Roadways – 7'

   Arterial and Collector Roadways:
   9' – Rural
   7' – Urban (including residential with parking and/or pedestrian activity)

   Limited Access Roadways:
   If a secondary sign is mounted below the major sign, mount the major sign so that the bottom of the sign is at least 8' above the edge of the traveled way and the secondary sign at least 5' above the edge of the traveled way.

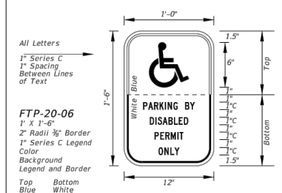
   Arterial and Collector Roadways:
   Rural, mount the secondary sign at least 5' above the edge of the traveled way.
   Urban, mount the secondary sign at least 7' above the edge of the traveled way.
6. Do not install sign supports in the bottom of ditches.
7. Install sign supports so they do not reduce the accessible Width of Sidewalks or Shared Use Paths to less than 4' min. clear width.
8. CASE X sign placement is for Interstate Exit Ramps only. Use CASE I through Case VIII as appropriate for all other Wrong Way signs.

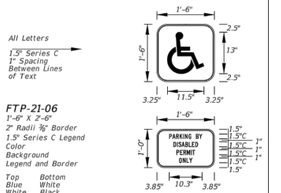
LAST REVISION	REVISION	DESCRIPTION:	FDOT		INDEX	SHEET
11/01/21			FY 2022-23 STANDARD PLANS	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE AND MULTI-COLUMN SIGNS	700-101	1 of 1

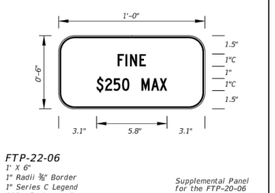


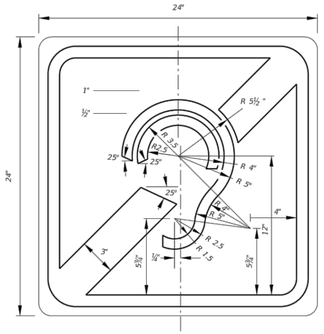
LAST REVISION	REVISION	DESCRIPTION:	FDOT		INDEX	SHEET
11/01/21			FY 2022-23 STANDARD PLANS	SPECIAL SIGN DETAILS	700-102	10 of 12

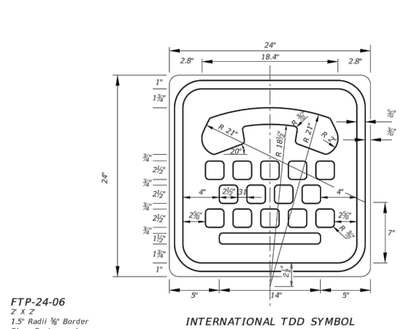




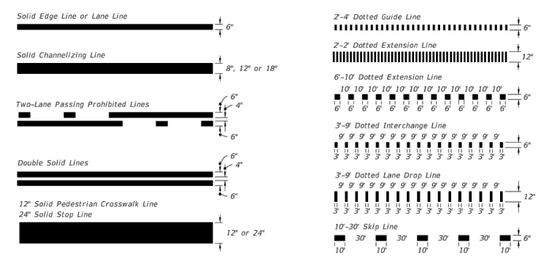


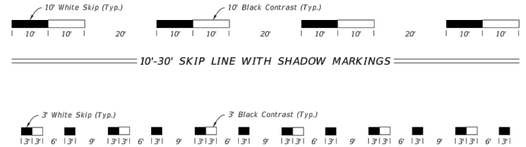


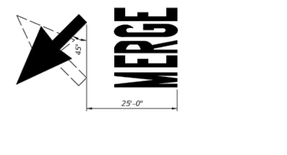


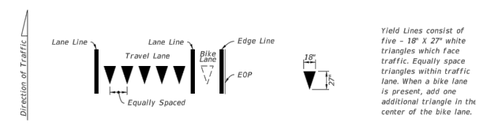


LAST REVISION	REVISION	DESCRIPTION:	FDOT		INDEX	SHEET
11/01/20			FY 2022-23 STANDARD PLANS	SPECIAL SIGN DETAILS	700-102	4 of 12









LAST REVISION	REVISION	DESCRIPTION:	FDOT		INDEX	SHEET
11/01/21			FY 2022-23 STANDARD PLANS	PAVEMENT MARKINGS	711-001	2 of 13

BASKERVILLE-DONOVAN, INC.
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14101 PANAMA CITY BEACH PARKWAY - SUITE 110,
PANAMA CITY BEACH, FL 32413 (850) 230-6150
ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

SEAL

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NO.	DATE	APPR.	REVISION

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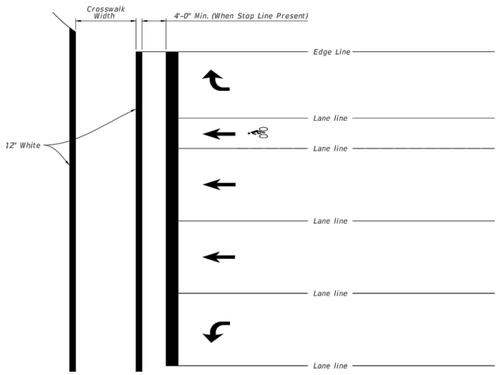
NOT RELEASED FOR CONSTRUCTION
BY: XXX DATE: XX/XX/XX

PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR.: JCP
DATE: APRIL 2023

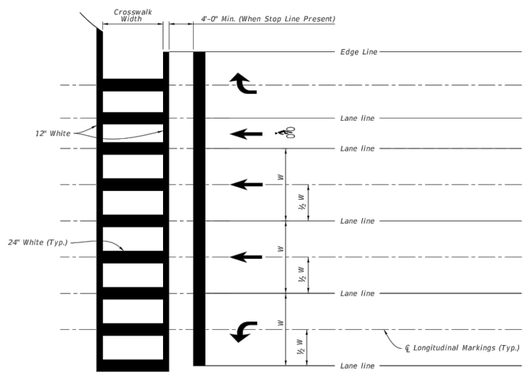
MISCELLANEOUS
STANDARD FDOT DETAILS

C-704

60% SUBMITTAL



STANDARD CROSSWALK DETAILS

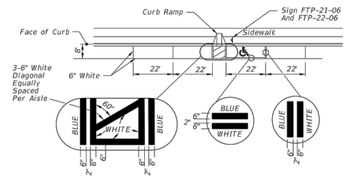


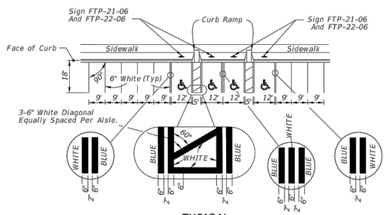
SPECIAL EMPHASIS CROSSWALK DETAILS

NOTES:

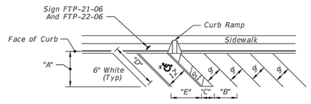
1. For crosswalk width, exceed width of the adjacent sidewalk, but do not make width less than 6' for intersection crosswalks and 10' for midblock crosswalks. Measure width from the inside of the transverse crosswalk markings.
2. When the Special Emphasis Crosswalk is not perpendicular to the lane lines, make the longitudinal markings parallel to the lane lines.
3. Refer to Index 522-002 when Curb Ramps are present.

LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	PAVEMENT MARKINGS	INDEX 711-001	SHEET 9 of 13

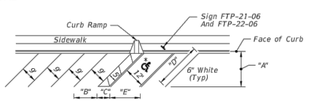




TYPICAL



FORWARD-IN PARKING



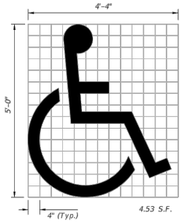
REVERSE-IN PARKING

*FOR ACCESSIBLE MARKINGS - SEE ABOVE

DIMENSIONS					
∠ θ	"A"	"B"	"C"	"D"	"E"
45°	17'-0"	12'-9"	7'-0"	24'-0"	17'-0"

PAVEMENT MARKING FOR PARKING





(See Note 5)

UNIVERSAL SYMBOL OF ACCESSIBILITY

NOTES:

1. Dimensions are to the centerline of markings.
2. An Access Aisle is required for each accessible space when angle parking is used.
3. Criteria for pavement markings only, not public sidewalk curb ramp locations. For ramp locations refer to plans.
4. Mount FTP-22-06 sign below the FTP-21-06 sign.
5. Use of the pavement symbol in accessible parking spaces is optional. When pavement symbol is used, the symbol is either 3'-0" or 5'-0" high and white in color.

LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	PAVEMENT MARKINGS	INDEX 711-001	SHEET 11 of 13

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1401 PANAMA CITY BEACH PARKWAY - SUITE 110,
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ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

SEAL

SHORE AT CRYSTAL BEACH EXPANSION

NO.	DATE	APPR.	REVISION / ACTION TAKEN

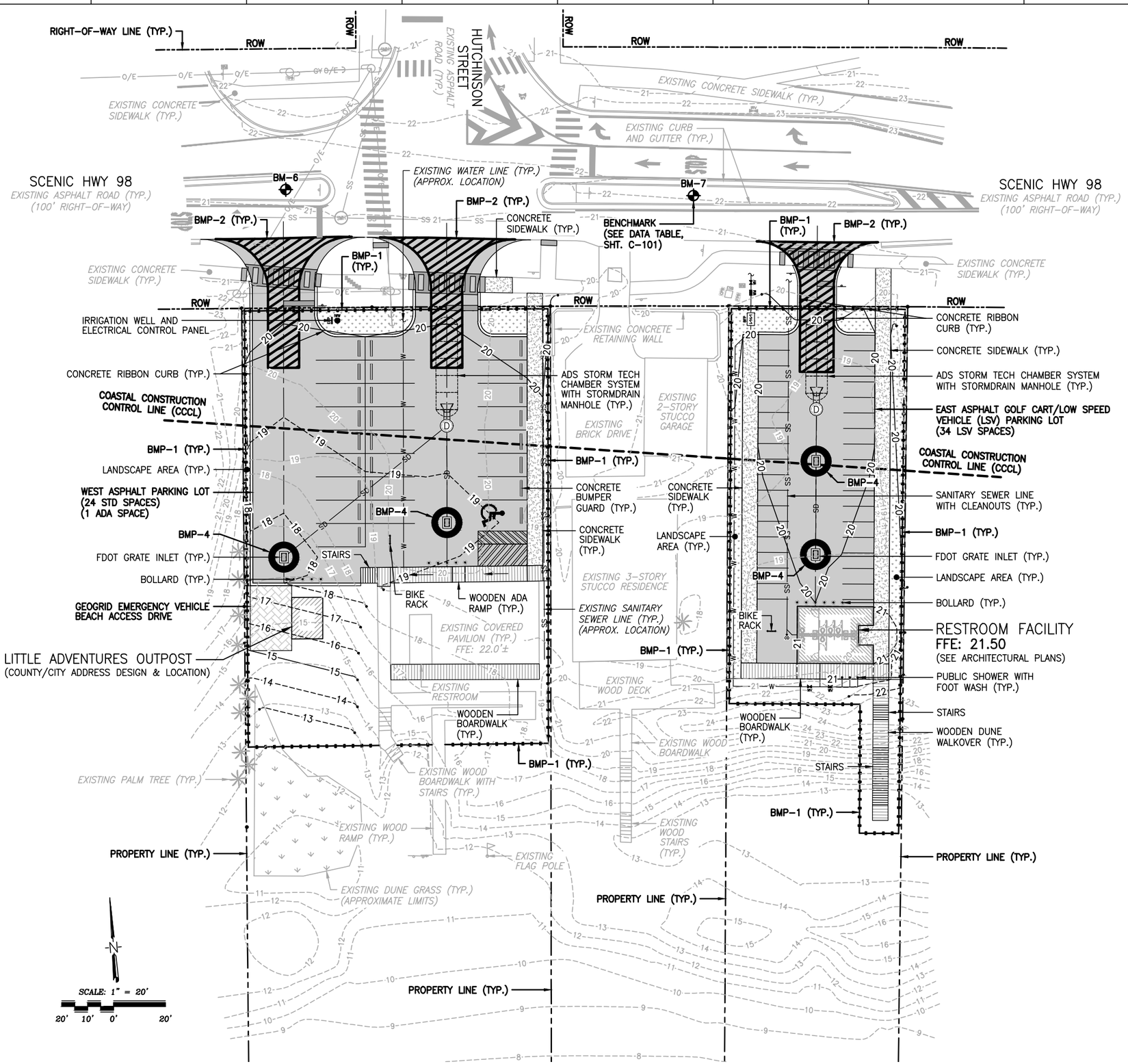
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BY: XXX DATE: XX/XX/XX

PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR.: JCP
DATE: APRIL 2023

MISCELLANEOUS
STANDARD FDOT DETAILS

C-705



GENERAL NOTES:

1. SEE SHEET C-101 FOR SURVEY BENCHMARKS, SURVEY SYMBOL LEGEND AND ABBREVIATION LEGEND.
2. SEE SHEETS C-105 AND C-106 FOR GRADING AND STORM DRAINAGE PLANS.
3. CONTRACTOR TO USE CAUTION WHEN DIGGING NEAR EXISTING UTILITIES AND MAY BE REQUIRED TO HAND DIG IN SOME AREAS. CONTRACTOR MAY BE REQUIRED TO TEMPORARILY SUPPORT EXISTING UTILITIES WHILE INSTALLING STORM DRAINAGE PIPES.
4. SEE SHEET C-107 FOR STORM DRAINAGE STRUCTURE AND PIPE DATA TABLES.

EROSION CONTROL NOTES:

1. SEE SHEET G-001 FOR ADDITIONAL EROSION CONTROL NOTES.
2. SEE SHEETS C-801 THRU C-802 FOR BEST MANAGEMENT PRACTICES DETAILS.
3. EROSION CONTROL SYMBOLS ARE SHOWN EXAGGERATED FOR CLARITY.
4. INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE (BMP-2) MEASURES AS NECESSARY TO PREVENT TRACKING ONTO ROADWAY.
5. THE EROSION AND SEDIMENT CONTROL PLAN SHOWN HEREIN ARE MINIMUM GUIDELINES. THE SEDIMENT AND EROSION CONTROL PLAN SHALL BE UPDATED AS NECESSARY TO COMPLY WITH BEST MANAGEMENT PRACTICES AND LOCAL, STATE AND FEDERAL RULES AND REGULATIONS AS CONSTRUCTION PROGRESSES AND IS THE RESPONSIBILITY OF THE CONTRACTOR.
6. ALL CONSTRUCTION ZONES ADJACENT TO WETLANDS SHALL HAVE A MINIMUM DOUBLE ROW OF SILT FENCE BARRIER OR STAKED AND STAGGERED GEOTEXTILE WADDLES AT WETLAND/CLEARING LIMITS.
7. CONTRACTOR IS FULLY RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR SEDIMENT AND EROSION CONTROL INCLUDING BUT NOT LIMITED TO NPDES PERMIT FOR DISCHARGES FROM LARGE AND SMALL CONSTRUCTION SITES.

EROSION CONTROL LEGEND

SILT FENCE (BMP-1)	
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE (BMP-2)	
STRAW BALE BARRIER (BMP-3)	
GEOTEXTILE WATTLES (BMP-4)	OR

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ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

SEAL

SHORE AT CRYSTAL BEACH EXPANSION

NO.	DATE	APPR.	REVISION / ACTION TAKEN

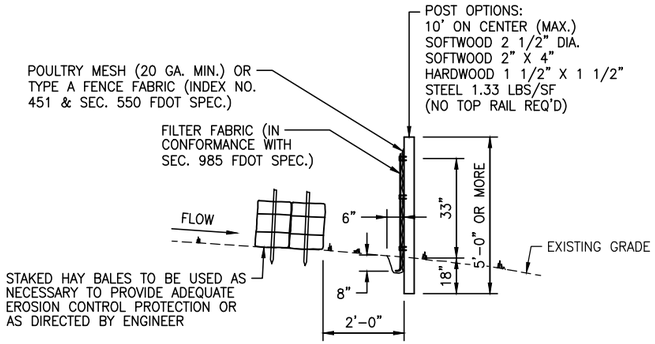
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BY: XXX DATE: XX/XX/XX

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DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR: JCP
DATE: APRIL 2023

EROSION CONTROL PLAN

C-800



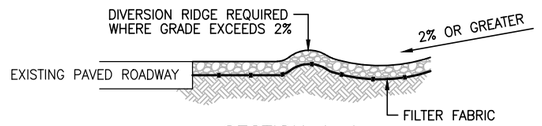
SILT FENCE NOTES:

1. FABRIC TO BE PLACED FACING DRAINAGE FLOW.
2. FABRIC TO BE PLACED IN A 6" WIDE X 8" DEEP CONTINUOUS TRENCH, THEN BACKFILLED.
3. ALL LUMBER TO BE PRESSURE/PRESERVATIVE TREATED.
4. SILT FENCE TO BE INSTALLED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. SILT FENCE TO REMAIN UNTIL 100% PROJECT GRASSING (STABILIZATION) IS ACHIEVED.
5. PREFABRICATED SILT FENCES ARE PERMITTED AS LONG AS THEY MEET OR EXCEED FDOT SPECIFICATIONS.

TYPE IV SILT FENCE DETAIL

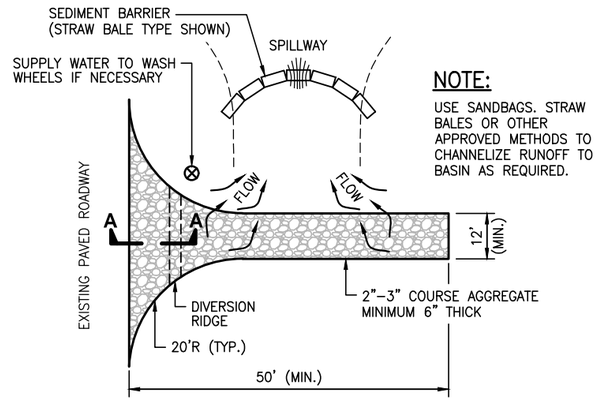
N.T.S.

BMP 1



SECTION A–A

N.T.S.



NOTE:

USE SANDBAGS. STRAW BALES OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BASIN AS REQUIRED.

PLAN

N.T.S.

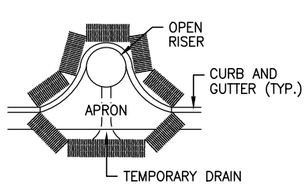
NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS–OF–WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT–OF–WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE DETAIL

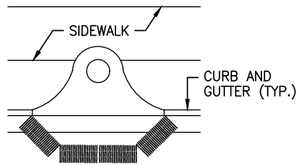
N.T.S.

BMP 2



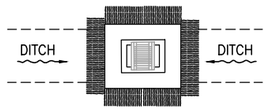
PARTIAL INLET

N.T.S.



COMPLETED INLET

N.T.S.



DITCH BOTTOM INLET

N.T.S.

ANCHOR BALES WITH 2 – 2"x2"x4' STAKES PER BALE

PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

N.T.S.

BMP 3

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SEAL

SHORE AT CRYSTAL BEACH EXPANSION

NO.	DATE	APPR.	REVISION / ACTION TAKEN

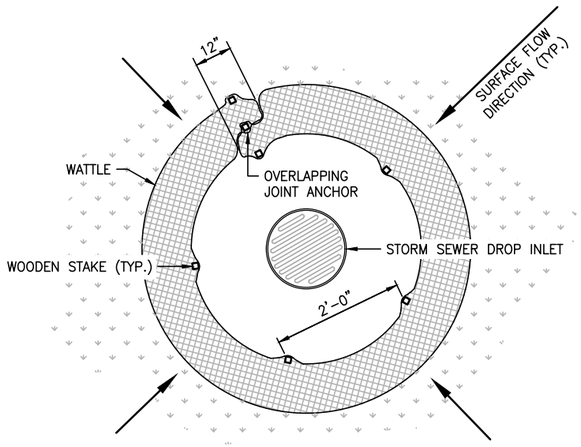
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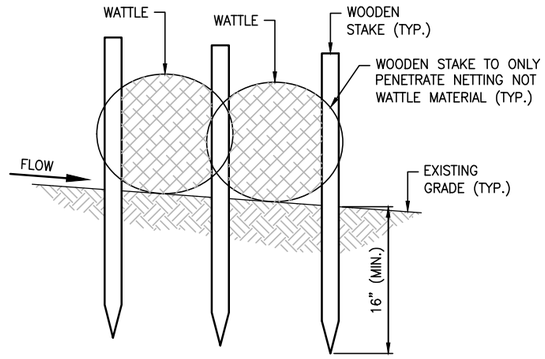
PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR.: JCP
DATE: APRIL 2023

BEST MANAGEMENT PRACTICES DETAILS

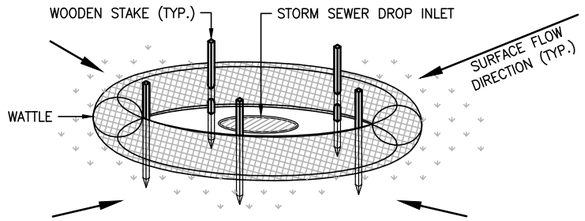
C-801



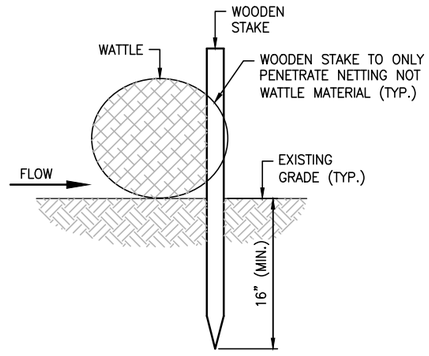
WATTLE DROP INLET PROTECTION DETAIL – PLAN VIEW
N.T.S.



WATTLE OVERLAPPING JOINT ANCHOR STAKE DETAIL
N.T.S.



WATTLE DROP INLET PROTECTION DETAIL
N.T.S.



WATTLE STAKE DETAIL
N.T.S.

WATTLE DETAILS
N.T.S.

BMP 4

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SEAL

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DESIGNED BY: RAS
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PROJ. MGR: JCP
DATE: APRIL 2023

BEST MANAGEMENT PRACTICES DETAILS

C-802

NOTES:

1. SEE SHEET C-101 FOR SURVEY BENCHMARKS, SURVEY SYMBOL LEGEND AND ABBREVIATION LEGEND.
2. CONTRACTOR TO USE CAUTION WHEN DIGGING NEAR EXISTING UTILITIES AND MAY BE REQUIRED TO HAND DIG IN SOME AREAS. CONTRACTOR TO TEMPORARILY SUPPORT EXISTING UTILITIES DURING NEW UTILITY TRENCHING AND INSTALLATION.
3. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITY LINES BEFORE PROCEEDING WITH ANY WATER AND SANITARY SEWER WORK. CHANGES IN LOCATION OR DEPTH SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OKALOOSA COUNTY.
4. USE CAUTION DURING INSTALLATION OF GRAVITY SEWER SYSTEM DUE TO NUMEROUS UTILITIES ALONG THE ALIGNMENT.
5. BACKFLOW PREVENTER SHALL BE COVERED BY A NON-HEATED BUT INSULATED HOT BOX. (BASIS OF DESIGN: HUBBLE POWER SYSTEMS, INC. – HOT BOX FIBERGLASS FLIP TOP ENCLOSURE)

BM-6
10" PVC
EXISTING SANITARY SEWER MANHOLE
RIM: 20.91'
E INV: 15.29'
W INV: 14.34'
EXISTING SANITARY SEWER LINE (TYP.)
EXISTING CONCRETE PAVEMENT
BM-7
EXISTING CURB AND GUTTER (TYP.)
SCENIC HWY 98
EXISTING ASPHALT ROAD (TYP.)
(100' RIGHT-OF-WAY)
BENCHMARK (SEE DATA TABLE, SHT. C-101)
WATER SERVICE POINT OF CONNECTION (SEE NOTE 3)
N 507952.79±
E 1361299.22±
SANITARY SEWER LINE POINT OF CONNECTION (SEE NOTE 3)
N 507969.91±
E 1361315.27±
EXISTING CONCRETE SIDEWALK (TYP.)
10' (MIN.) FRONT LANDSCAPE BUFFER (TYP.)
CONCRETE SIDEWALK (TYP.)
EXISTING CONCRETE DRIVE (TYP.)
WATER VALVE (TYP.) (SEE DETAIL, SHT. CU-503)
WATER METER WITH METER BOX (TYP.)
ROW
EXISTING CONCRETE RETAINING WALL (TYP.)
BACKFLOW PREVENTOR WITH HOT BOX (SEE NOTE 5) (SEE DETAILS, SHT. CU-503)
IRRIGATION WELL AND ELECTRICAL CONTROL PANEL
CONCRETE RIBBON CURB (TYP.)
ADS STORM TECH CHAMBER SYSTEM (TYP.)
LANDSCAPE AREA (TYP.)
5' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
EXISTING BRICK DRIVE (TYP.)
EXISTING 2-STORY STUCCO GARAGE
FDOT STORMDRAIN MANHOLE (TYP.)
2" PVC DOMESTIC WATER SERVICE WITH VALVES (TYP.) (SEE DETAILS, SHT. CU-503)
COASTAL CONSTRUCTION CONTROL LINE (CCCL)
CONCRETE BUMPER GUARD (TYP.)
LANDSCAPE AREA (TYP.)
WEST ASPHALT PARKING LOT (SEE PAVEMENT SECTION, C-300)
CONCRETE RIBBON CURB (TYP.)
PROPERTY LINE (TYP.)
STORMDRAIN PIPE (TYP.)
CONCRETE SIDEWALK (TYP.)
EXISTING 1½" PVC DOMESTIC WATER SERVICE (TYP.) (APPROX. LOCATION)
3' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
EAST ASPHALT GOLF CART/LOW SPEED VEHICLE (LSV) PARKING LOT (SEE PAVEMENT SECTION, C-300)
2' (MIN.) SIDE LANDSCAPE BUFFER (TYP.)
BIKE RACK
EXISTING CONCRETE RETAINING WALL (TYP.)
CONCRETE SIDEWALK (TYP.)
160.04± LF OF 4" PVC SANITARY SEWER LATERAL @ 2%
EXISTING 168.68± LF OF 4" PVC SANITARY SEWER LATERAL (TYP.) (APPROX. LOCATION)
FDOT GRATE INLET (TYP.)
BOLLARD (TYP.)
PROPERTY LINE (TYP.)
EXISTING 3-STORY STUCCO RESIDENCE
LANDSCAPE AREA (TYP.)
GEOGRID EMERGENCY VEHICLE BEACH ACCESS DRIVE (SEE PAVEMENT SECTION, C-300)
WOODEN STAIRS (TYP.) (SEE STRUCTURAL PLANS)
WOODEN ADA RAMP (TYP.) (SEE STRUCTURAL PLANS)
EXISTING COVERED PAVILION (TYP.) FFE: 22.0±
SANITARY SEWER CLEANOUT (SEE DETAIL, SHT. CU-504)
BIKE RACK
RESTROOM FACILITY FFE: 21.50 (SEE ARCHITECTURAL PLANS)
INV: 17.81
PUBLIC SHOWER WITH FOOT WASH (TYP.)(SEE DETAILS, SHT. CU-502)
EXISTING PALM TREE (TYP.)
LITTLE ADVENTURES OUTPOST (COUNTY/CITY ADDRESS DESIGN & LOCATION)
WOODEN BOARDWALK (TYP.) (SEE STRUCTURAL PLANS)
EXISTING RESTROOM
2" PVC DOMESTIC WATER SERVICE WITH VALVES (TYP.)
WATER VALVE (TYP.) (SEE DETAIL, SHT. CU-503)
WOODEN DUNE WALKOVER (TYP.) (SEE STRUCTURAL PLANS)
EXISTING WOOD RAMP (TYP.)
EXISTING WOOD DECK (TYP.)
SCALE: 1" = 10'
10' 5' 0' 10'

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ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

SEAL

SHORE AT CRYSTAL BEACH EXPANSION

NO.	DATE	APPR.	REVISION / ACTION TAKEN

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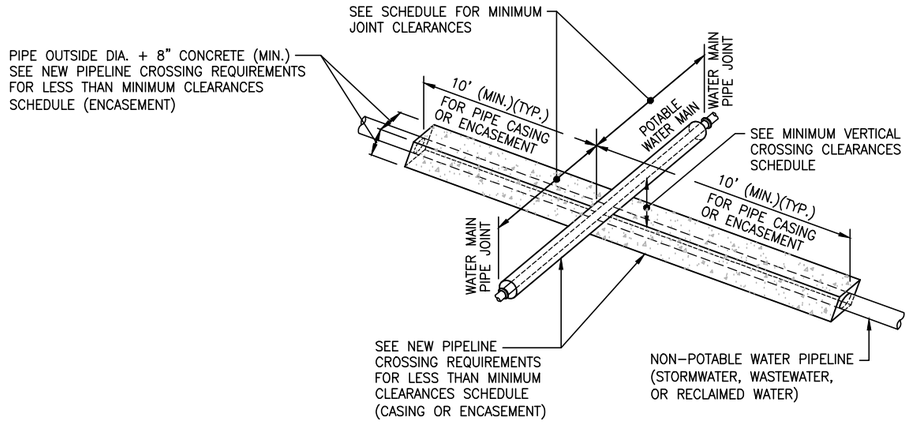
PROJECT NO: 12105.02
DESIGNED BY: RAS
DRAWN BY: JJ
CHK'D BY: RLW
PROJ. MGR.: JCP
DATE: APRIL 2023

WATER AND SANITARY SEWER PLAN

CU-100

I:\121 Okaloosa County\12105.02 Crystal Beach Park Redesign\CADD Drawings (DWGS and DGNS)\CU-100 – Utility Plan.dwg, Apr 19, 2023 – 9:51:04AM, jjohnson

60% SUBMITTAL



MINIMUM VERTICAL CROSSING CLEARANCES:

1. SANITARY SEWER LINES (GRAVITY OR PRESSURE) SHALL HAVE 18" OR GREATER VERTICAL CLEARANCE BELOW ANY POTABLE WATER LINE CROSSING. A MINIMUM OF 6" VERTICAL CLEARANCE IS REQUIRED FOR OTHER UTILITIES.
2. HORIZONTAL CLEARANCE BETWEEN SANITARY SEWER LINE THAT IS PARALLEL TO AND LESS THAN 18" BELOW A POTABLE WATER LINE SHALL BE 10' OR GREATER. A MINIMUM OF 30" IS REQUIRED FOR OTHER UTILITIES.
3. FOR CROSSING: ENCASE AS ABOVE SO THAT THE ENDS OF ENCASEMENT ARE AT LEAST 12' FROM ANY WATER LINE JOINT. WATER LINE JOINT MUST NOT BE CLOSER THAN 5' TO THE POINT OF CROSSING, OR IT MUST ALSO BE ENCASED.

MINIMUM WATER MAIN JOINT SPACING:

1. STORMWATER (GRAVITY & PRESSURE), WASTEWATER (VACUUM) OR RECLAIMED WATER (PRESSURE): 3' O.C.
2. WASTEWATER (GRAVITY & PRESSURE): 6' O.C.

NEW PIPELINE CROSSING REQUIREMENTS FOR LESS THAN MINIMUM VERTICAL CROSSING CLEARANCES:

1. POTABLE WATER MAIN:
   WATER MAIN OR WATER MAIN IN CASING PIPE OF AWWA C-150 DUCTILE IRON PIPE (DIP):
   - 4"-12" – CLASS 350 OR EQUIVALENT WALL STRENGTH PIPE
   - 14"-24" – CLASS 250 OR EQUIVALENT WALL STRENGTH PIPE
   - 30"+ – CLASS 150 OR EQUIVALENT WALL STRENGTH PIPE

   OR

   4" (MIN.) CONCRETE (2500 PSI MIN.) ENCASEMENT OF WATER MAIN – 10' (MIN.) EACH SIDE OF CROSSING

2. WASTEWATER / RECLAIMED WATER MAIN:
   WASTEWATER / RECLAIMED WATER MAIN OR WASTEWATER / RECLAIMED WATER MAIN IN CASING PIPE OF AWWA C-150 DUCTILE IRON PIPE (DIP):
   - 4"-12" – CLASS 350 OR EQUIVALENT WALL STRENGTH PIPE
   - 14"-24" – CLASS 250 OR EQUIVALENT WALL STRENGTH PIPE
   - 30"+ – CLASS 150 OR EQUIVALENT WALL STRENGTH PIPE

   OR

   4" (MIN.) CONCRETE (2500 PSI MIN.) ENCASEMENT OF WASTEWATER / RECLAIMED WATER MAIN – 10' (MIN.) EACH SIDE OF CROSSING

VERTICAL CROSSING SEPARATION REQUIREMENTS

N.T.S.

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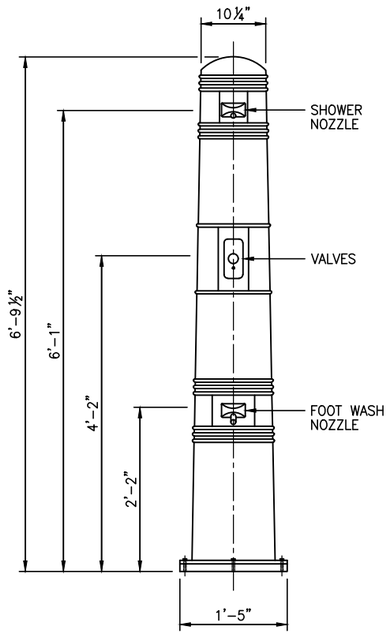
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DATE: APRIL 2023

MISCELLANEOUS WATER AND SANITARY SEWER DETAILS

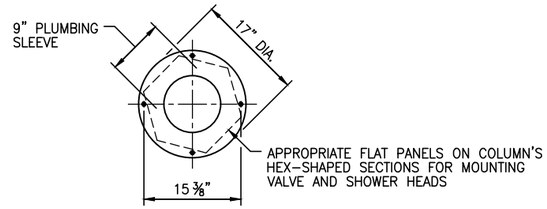
CU-501



SHOWER TOWER® – OUTDOOR SHOWER DETAIL
(ELEVATION)
N.T.S.

NOTES:

1. THE BASIS OF DESIGN IS THE SHOWER TOWER–OUTDOOR SHOWER.
2. ONE PIECE CONSTRUCTION WITH HIGH–GRADE POLYMER – NON POROUS PLASTIC.
3. SPRAY HEADS AT 1.5 GPM AT 60 PSI.
4. PROVIDE WITH LEAD FREE WATER SUPPLY.
5. SURFACE MOUNT INSTALLATION. PROVIDE WITH SURFACE MOUNT CARRIER, VANDAL RESISTANT S.S. BOLTS AND WASHER TO ANCHOR, SHUT OFF WATER AND DRAIN DOWN.
6. ONE YEAR WARRANTY.
7. CONTROL VALVES EQUAL TO SYMMONS INDUSTRIES "SHOWER–OFF" VALVES WITH BRASS AND CHROME PLATED BRASS COMPONENTS WITH PUSH BUTTON OPERATION.
8. SHOWER AND FOOT WASH NOZZLES EQUAL TO BRADLEY CORP. SEVERE SERVICE, HEAVY DUTY FIXTURES.
9. SHOWER NOZZLES SET AT APPROX. 73" AND FOOT WASHES AT APPROX. 26". REFER TO DRAWINGS FOR TOWER CONFIGURATION.



SHOWER TOWER® – OUTDOOR SHOWER DETAIL
(BOTTOM VIEW OF MOUNTING FLANGE)
N.T.S.

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SHORE AT CRYSTAL BEACH EXPANSION

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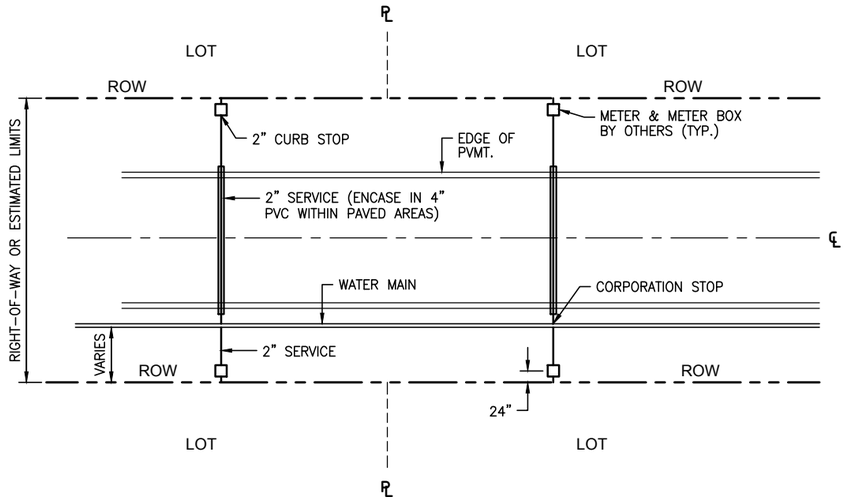
PROJECT NO: 12105.02
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PROJ. MGR: JCP
DATE: APRIL 2023

MISCELLANEOUS WATER DETAILS

CU-502

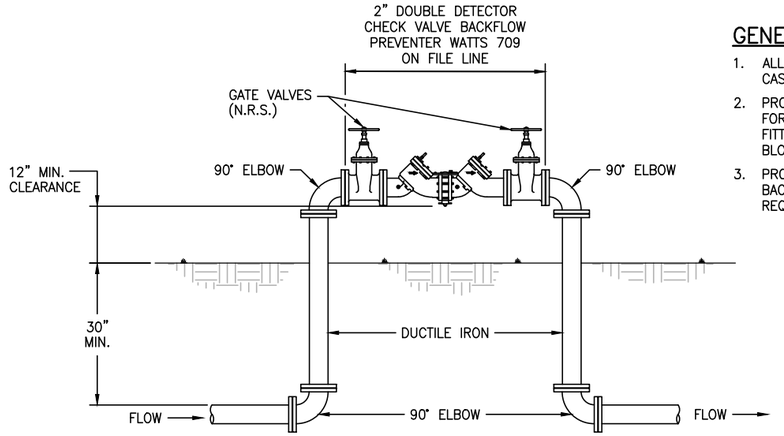
60% SUBMITTAL

NOTE: SEE SPECIFICATIONS FOR MANUFACTURES



SINGLE WATER SERVICE CONNECTION PLAN

N.T.S.



WATER BACKFLOW PREVENTER DETAIL

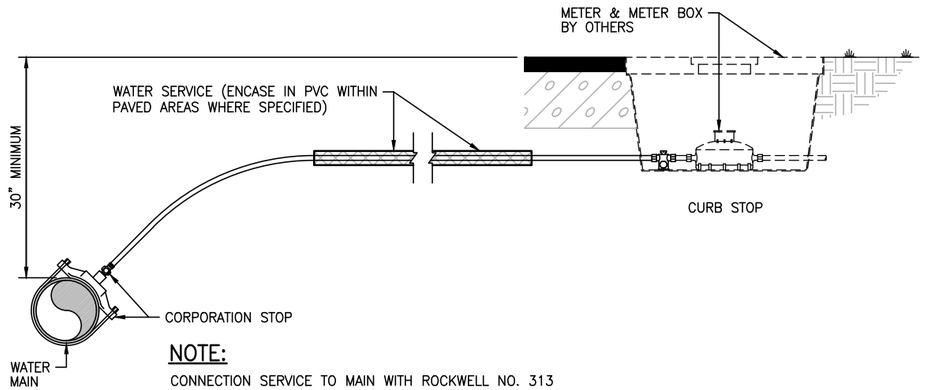
N.T.S.

GENERAL NOTES:

1. ALL FITTINGS SHALL BE CAST OR DUCTILE IRON.
2. PROVIDE THRUST BLOCKS FOR BELOW GROUND FITTINGS, SEE THRUST BLOCK DETAIL.
3. PROVIDE SUPPORTS UNDER BACKFLOW PREVENTER AS REQUIRED.

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING BACTERIOLOGICAL EXAMINATIONS ON ALL NEW WATER MAINS (AS REQUIRED BY AND TO THE SATISFACTION OF) THE DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES. THESE REQUIREMENTS NECESSITATE A SATISFACTORY SAMPLE AT EACH SAMPLE LOCATION FOR TWO CONSECUTIVE DAYS. IF THE EXAMINATION IS BY PERSONS OTHER THAN THE LOCAL HEALTH DEPARTMENT, THEN THE CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERING THE LABORATORY REPORTS TO THE ENGINEER FOR SUBMITTAL TO THE STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION (D.E.P.).
2. INSTALLATION OF WATER MAINS AND SERVICES SHALL COMPLY WITH ALL GOVERNING AUTHORITIES.
3. THE CONTRACTOR SHALL VERIFY ALL FIELD DIMENSIONS AND REPORT ANY DISCREPANCIES PRIOR TO COMMENCING WORK.
4. ALL PIPES SHALL BE PVC UNLESS OTHERWISE NOTED OR REQUIRED. ALL MAINS TO BE MARKED WITH NO. 14 INSULATED COPPER TRACER WIRE TO FACILITATE THEIR LOCATIONS.
5. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36" OF COVER OVER WATER MAINS WITHIN PAVED AND UNPAVED AREAS.

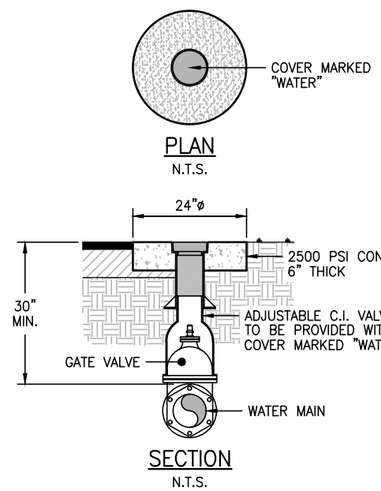


NOTE:

CONNECTION SERVICE TO MAIN WITH ROCKWELL NO. 313 DOUBLE STRAP TAPPING SADDLE WITH EPOXY COATING AND STAINLESS STEEL CLAMPS, OR APPROVED EQUAL

WATER SERVICE CONNECTION DETAIL

N.T.S.



WATER GATE VALVE AND VALVE BOX DETAIL

N.T.S.

DESTIN WATER USERS, INC.
14 INDUSTRIAL PARK LANE,
DESTIN, FL 32541
(850) 837-6146

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SHORE AT CRYSTAL BEACH EXPANSION

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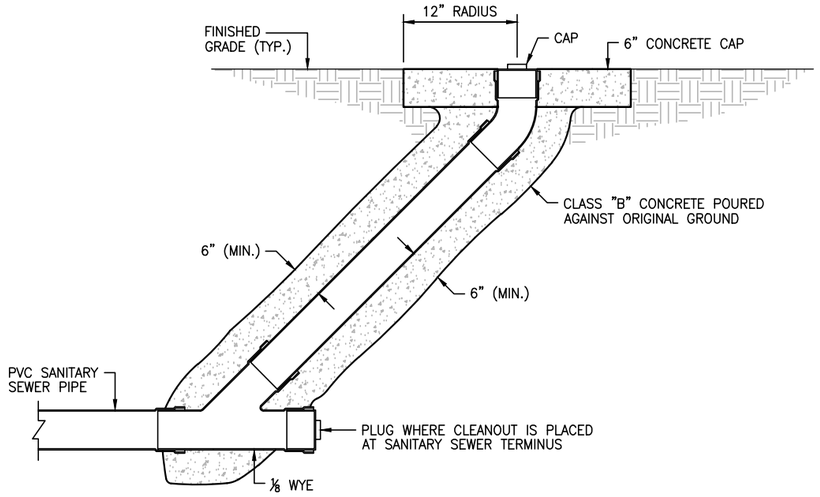
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DATE: APRIL 2023

MISCELLANEOUS WATER DETAILS

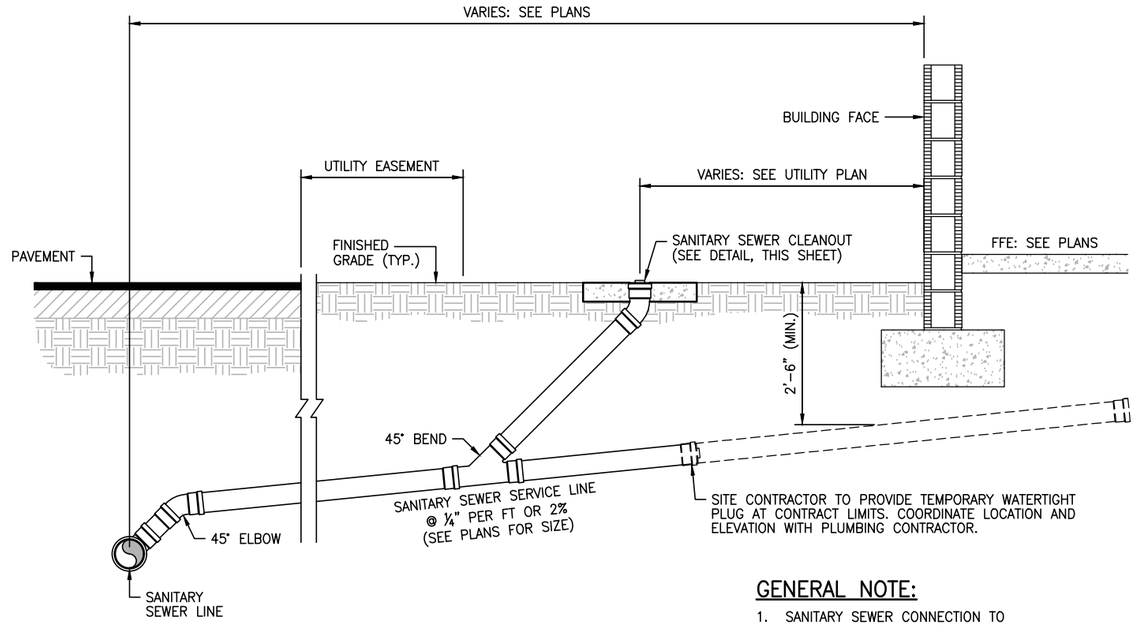
CU-503

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SANITARY SEWER CLEANOUT DETAIL

N.T.S.



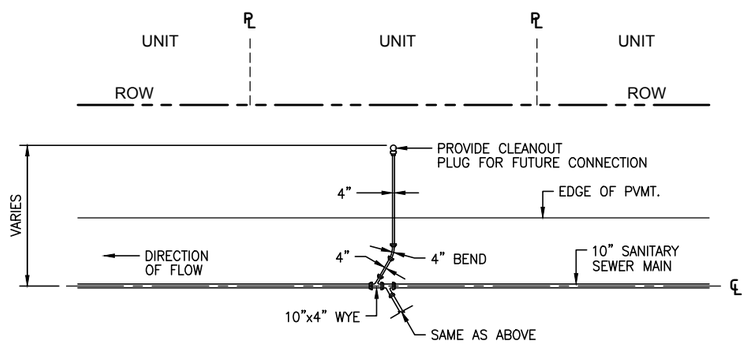
GENERAL NOTE:

1. SANITARY SEWER CONNECTION TO BE MADE OF MANUFACTURED WYES. INVERT OF CONNECTION TO BE AT ELEVATION OF TOP OF MAIN.

SANITARY SEWER SERVICE DETAIL

N.T.S.

NOTE: SEE SPECIFICATIONS FOR MANUFACTURES



SINGLE SANITARY SEWER SERVICE CONNECTION PLAN

N.T.S.

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14 INDUSTRIAL PARK LANE,
DESTIN, FL 32541
(850) 837-6146

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MISCELLANEOUS SANITARY SEWER DETAILS

CU-504

I:\121 Okaloosa County\12105.02 Crystal Beach Park Redesign\CADD Drawings (DWGS and DGNS)\CU-501 – CU-504 – Misc Water and Sewer Details.dwg, Apr 06, 2023 – 12:08:28PM, jjohnson

60% SUBMITTAL

ITEM # 2025-289

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

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

DATE: February 25, 2025

SUBJECT: TDC FY26 Expenditure Plans for the Promotion of Tourism

I. BACKGROUND: Pursuant to an interlocal agreement between Okaloosa County and all the municipalities located in Okaloosa County, 12.5% of total TDT revenue (with the exception of the High Tourism Impact Tourism dollar) is set aside for use by the municipalities in Okaloosa County. Pursuant to a separate interlocal agreement amongst the municipalities, Destin receives 48.5% of the 12.5%.

At the February 18, 2025 regular council meeting, Councilmember Schmidt moved to have staff return with a revised expenditure plan providing detailed allocation for the full $1.9 million; seconded by Braden. Motion passed 6-0.

II. DISCUSSION: The TDC has asked municipalities to request their allocation of the 12.5% set aside through the submission of Expenditure Plans. The Expenditure Plans are due to the TDC by March 1, 2025. After TDC review, they plan to bring the recommended projects to the Okaloosa Board of County Commissioners for approval and inclusion in their FY25 budget. FY26 funding allocations available for Destin are $1,996,987.

Expenditure Plans must comply with the Interlocal Agreement with Okaloosa County, the Tourist Development Plan, and the Florida State Statute. Generally, each project must show a direct correlation to increased and/or improved tourism and tourist experience. Each project proposed will have its own separate Expenditure Plan. The City of Destin's portion of the "12.5% set aside" funds are committed to Destin, and cannot be used for other TDC projects. Any funds not requested and/or expended will accumulate for the City of Destin to use in future years. The below-recommended projects are of high importance and are directly related to tourist activity in Destin.

The following two projects are highly recommended to meet covenants in existing interlocal agreements with Okaloosa County:

$1,996,987 FY 2026 Allocation
$750,000 FY 2026 Advanced Funding Agreement Payment
$655,000 FY 2026 Beachfront park operations
========
$591,987 FY 2026 Remaining Balance that may be requested for TDC compliant projects upon approval by the Okaloosa County Board of County Commissioners (BOCC)

FY26 Request - Advance Funding Agreement
$750,000 (this is a required annual payment due to the TDC as documented in the Interlocal between the City and County for Beach Park Developments). Pursuant to an Amended Interlocal Agreement between the City and County for beach acquisition, the County advanced a portion of the City's share of acquisition costs in an amount equal to $7.5 million. The City is required to service this debt in 10 equal and annual payments beginning in 2023. The City is not charged any interest. The City pays this money back by agreeing to commit $750,000 of its share of the TDT set-aside towards this debt service.

FY26 Request - Beach and Boardwalk Operations
$665,000 Beach and Boardwalk Operations. The Beach and Boardwalk operations expenditure plan has been a regular submission for quite a few years and if TDC funds don't cover these expenses then another funding source would need to be identified. Details of the FY 2026 award are:

Project: Beach and Boardwalk Operations Request			
		TDT Request	
Detailed Description	FY	Amount funded by TDT	
Regular Saleries + taxes and benifits	2026	$	445,000.00
Contract Services	2026	$	20,000.00
Utilities - electric and water	2026	$	30,000.00
Risk Management Insurance	2026	$	50,000.00
Repairs and Maintenance	2026	$	30,000.00
Operating Supplies - janitorial	2026	$	90,000.00
Total	2026	$	665,000.00

The regular salaries, taxes and benefits are for operations 7 days/week from dawn to dusk. This includes 6 full-time employees plus 25% of the Parks and Recreation Director and 25% of the Assistant Park Supervisor. The average annual salary for these positions is $44 thousand a year ($21.15/hour). The fully-loaded personnel cost is $61.7 thousand a year ($30.83/hour).

Operating supplies is the second highest cost category and includes janitorial cleaning supplies, toilet paper, paper towels, and replacements of small fixtures for the showers and bathrooms.

Additional Amounts Available
Based upon past years' net expenditures to date, City staff has worked with TDC staff to identify an additional $1,154,439 available for TDC-compliant projects. Adding the potential available balance of $591,987 available balance for FY 2026, this is $1,746,426 total

cumulative available for request.

$1,154,439 prior years underspend
591,987 projected available balance for FY 2026
========
$1,746,426 available to request

Current Active Awards approved in prior years
(currently encumbered, only available for request if current open awards are "closed")
$1,637,808 09/30/24 balance of the FY22/23 Award for Tarpon and Shores at Crystal Beach land purchases and park development
1,000,000 FY25 Award for additional Tarpon and Shores at Crystal Beach park development
750,000 FY25 Award for Advance Funding Agreement Payment
655,000 FY25 Award for Beach and Boardwalk Operations
=========
$4,042,808 currently active awards approved in prior years

The signed agreements for prior year are provided as attachments to this agenda item.

Funding that is not being requested as part of an expenditure plan at this time will be "banked" for Destin to use at a future time. This is also true of funds that have been previously requested but have not been expended. It is anticipated that the City will need to use most if not all the "banked" funds to complete the beach park developments at Tarpon and the Shore at Crystal Beach. "Banked" funds must be obligated within five years from the date of the appropriation.

A. Link to Strategic Goals / Objectives: Strategic Goal I. Financially sound city providing service excellence
Strategic Goal II. Enhanced quality of life and safety for families
Strategic Goal IV. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): An effect on budget will be reflected in the FY 2026 Budget after award notification from the County.

C. Level of Service (LOS): All proposed projects will maintain the current Level of Service.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff seeks the Council's approval to submit the two Expenditure Plans identified. Staff are open to recommendations to request the available balance of $1.7 million.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to sign and submit the Expenditure Plans for the Beach and Boardwalk Operations and the Advance Funding Agreement annual payment.

Attachments:

1. FY26 12.5% Municipal Guidelines
2. TDD Expansion ILA - Municipalities - Fully

Executed

3. AFA Payment FY26 12.5% Municipal Expenditure Plan
4. Beach and Boardwalk FY26 12.5% Municipal Expenditure Plan
5. Destin Waterfront Operations Budget FY 26
6. FY25 Plans Destin
7. Amended Beach Exp. Plan

SECTION TWO: OPERATIONAL & CAPITAL FUNDING REQUESTS

A. PURPOSE

The TDD may provide operational and/or capital funding support to organizations promoting tourism, as authorized under Section 125.0104, Florida Statutes, and the Tourist Development Plan.

B. MUNICIPALITIES 12.5% ALLOCATION

Process

1) **Expenditure plan applications are due March 1** for the upcoming fiscal year. If March 1 is a Saturday or Sunday, expenditure plans are due the preceding Friday.
2) Applications shall be submitted per each project in the format prescribed by the County and will be reviewed for compliance with the Interlocal Agreement, Tourist Development Plan, and Florida Statute. All information necessary to determine compliance shall be included in the application or attached thereto.
    a. Tourism funds may not be used to supplant existing General Fund operations.
    b. To avoid tourism dollars being invested that do not lead to any tourism asset development, promotion, enhancement or benefit, except for public facilities which are determined by the County in its discretion to be critical infrastructure, cities shall fund any Concept Plans/Feasibility Studies/ PD&E, including but not limited to: potential site layout, planned amenities types (to include support items as bathrooms, concessions, parking, lighting, landscaping), and approximate cost estimates. Once a Concept Plan is completed, the County will work with the City to determine each project component's relation to tourism and identify proportionate funding participation - i.e. City, Grants, Tourism.
    c. Construction design (or partial design depending on tourism relevance) may be funded if tied to the City's definite commitment for the construction of the tourism facility/asset.
    d. To ensure tourism brand standards alignment, the County retains final creative approval for all promotional/marketing and wayfinding initiatives.
3) Complete applications meeting the above requirements shall be presented by County staff to the Tourist Development Council during its May budget meeting for a recommendation to the Board as part of the annual budget process. Presentation of certain larger or multiyear projects to the Council may be requested.
4) Upon final adoption of the annual budget by the Board in mid-September, expenditure plans are considered approved. Expenditures made prior to approval may not be eligible for payment.
5) The Okaloosa County tourist development logo shall be prominently placed alongside capital projects or funding shall be otherwise acknowledged: "This project funded by Okaloosa County Tourist Development Tax".

Payment

1) Payments are on a reimbursement basis no more frequent than monthly, but preferably quarterly. Invoicing shall be in sufficient detail for pre- and post-audit review.
    a. Expenditure Transaction Report (or comparable) listing transaction date, vendor name, amount, and description is required for operational and maintenance expenses.
    b. Vendor invoices and proof of payment is required for capital project expenses.
    c. Direct vendor payment, rather than reimbursement, may be permitted for smaller municipalities if denoted on the expenditure plan and approved by the Board.
    d. All procurement responsibilities rest with the municipalities.

e. Additional documentation may be required as necessary to determine the validity of any expenditure.

2) Any payment shall only be made up to the amount currently available from accumulated TDT funds.
3) Failure to submit proper invoicing may result in the delay and/or forfeiture of funding.
4) Unspent funds for approved expenditure plans will roll forward into future fiscal years until the expenditure plan scope of work is complete.
5) Funds may be shifted within approved expenditure plan line items.

Amendment

1) Approved expenditure plans may only be amended during the County's annual budget process, unless the County determines there is good cause and extraordinary circumstances to amend the expenditure plans. Requests must be received no later than July 1.
2) Upon final adoption of the annual budget by the Board in mid-September, expenditure plan amendments are considered approved. Expenditures made prior to amendment approval may not be eligible for payment.

Annual Report

1) An annual report shall be submitted to the County by November 30 each year summarizing the status/progress of each project as of September 30.

INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY MUNICIPALITIES REGARDING THE ALLOCATION OF 12.5% OF ANNUAL TOURIST DEVELOPMENT TAX REVENUES EARMARKED BY OKALOOSA COUNTY TO THE MUNICPALITIES, AS SET FORTH HEREIN, FOR A TERM OF TWENTY (20) YEARS

This **INTERLOCAL AGREEMENT ("Agreement")** made and entered into this 8th day of September 2021, by among and between all of the following entities: **The municipalities of CINCO BAYOU, CRESTVIEW, DESTIN, FORT WALTON BEACH, LAUREL HILL, MARY ESTHER, NICEVILLE, SHALIMAR, and VALPARAISO (hereinafter called the "Municipalities" or the "Parties")** for the minimum annual distribution of 12.5% of the section 125.0104, *Florida Statutes*, Tourist Development Tax, as currently levied, and as shall be levied if the Referendum set for October 5, 2021, is approved of by the voters, and as shall be levied if the County levies any additional parts of the tourist development tax pursuant to sections 125.0104(3)(d) or 125.0104(3)(m), said minimum annual distribution to be shared amongst the municipalities who execute this Agreement, per the provisions set forth herein, to be spent by the signatory municipalities following Florida law.

WHEREAS, the Parties agree that the Tourist Development Tax, as a whole, benefits the general public of Okaloosa County; and

WHEREAS, the electorate eligible to vote is scheduled to consider a mail-out referendum election set for October 5, 2021, that will determine whether the Tourist Development District shall be expanded from the existing subcounty special taxing district to the entirety of the County (the "Referendum"); and

WHEREAS, the Parties have diligently worked together to resolve various disputes arising as a result of the Referendum; and

WHEREAS, this Agreement is based on mutual consideration of the Parties as a global compromise of the issues raised by the Parties within the Chapter 164, Florida Statutes ADR process which was initiated to resolve issues related to the Referendum; and

WHEREAS, this Agreement shall be construed as resolution of the conflict in accordance with section 164.1057, Florida Statutes; and

WHEREAS, the Parties anticipate they will enter into future Interlocal Agreements, between the County and respective Municipalities relating to specific projects that are approved of by the County to be funded by the Allocations set forth herein.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into under Chapter 163.01, *Florida Statutes*, and other applicable provisions of law.

SECTION 2. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

SECTION 3. PARTIES. The parties to this Agreement are the municipalities who execute this document before March 1, 2022, the effective date of the Ordinance expanding the boundaries of the tourism development tax district. Should any Municipality not timely execute this Agreement, each such Municipality's anticipated allocation hereunder shall be redistributed pro-rata to the Municipalities which timely execute this Agreement.

SECTION 4. TERM. This Agreement shall conditionally take effect once the County and at least one (1) of the Municipalities executes the Agreement; as other Municipalities execute the Agreement, they shall also become conditionally bound. The entirety of this Agreement is conditional on the voters approving the Referendum mentioned above. If the voters approve the Referendum, then the obligations contained herein shall be binding on the Parties who execute the Agreement before the Referendum, for a term of twenty (20) years from the effective date of the Ordinance approved of by the voters in the Referendum. Under no circumstances will a municipality be permitted to execute this Agreement after the effective date of the Ordinance subject to the Referendum.

SECTION 5. CONSIDERATION. It is expressly recognized that the Okaloosa County Board of County Commissioners has the discretion to allocate TDC Revenues and may elect to obligate specific amounts of TDT Revenues for extended periods. It is also recognized that the County, the City of Destin, the City of Crestview, the City of Fort Walton Beach, and the City of Mary Esther have all passed resolutions instituting the Chapter 164, *Florida Statutes* Local Government Alternative Dispute Resolution process on issues related to the Referendum and proposed Ordinance. Specifically, the County and Crestview fully support the proposed Referendum and proposed Ordinance, Destin, opposed the Referendum for various reasons, and Fort Walton Beach and Mary Esther supported the Referendum but did raise legal concerns on how the Referendum and proposed Ordinance would affect original members of the tourist development district. As consideration for the County's execution of a separate, related interlocal agreement committing to, among other things, the earmarking of 12.5% of TDD revenues after the effective date of this agreement, each municipal entity that executes this Agreement agrees to dismiss the Chapter 164 proceedings and shall further waive any legal or equitable challenge to the Referendum or the version of the Ordinance that the voters vote on.

SECTION 6. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 7. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate official action of each party hereto. Each party has complied with all

requirements of the law, and each party has full power and authority to comply with the terms and provisions of this Agreement. This Agreement shall bind the successors, assigns, and legal representatives of the parties.

SECTION 8. MUNICIPAL ALLOCATION. The Municipalities agree that the annual allocation from the County of 12.5% of TDT revenues shall be distributed among the municipalities as follows:

TABLE 8:

Municipality	Rate (per annum)
Destin	48.50%
Fort Walton Beach	18.00%
Crestview	11.50%
Niceville	10.00%
Mary Esther	5.00%
Valparaiso	2.50%
Cinco Bayou	2.00%
Shalimar	1.50%
Laurel Hill	1.00%
	100.00%

Funds allocated to each Municipality pursuant to this provision shall be defined as the "Allocated Funds"

A. Expenditure Plans

Each Municipality shall submit an expenditure plan by March 1, 2023. The expenditure plans shall be reviewed and approved by the TDC, then forwarded to the Board of County Commissioners for final approval. The expenditure plans shall contain a list of proposed capital projects that the municipality proposes to spend the Allocated Funds on. The TDC and County shall review the expenditure plans solely to determine whether the capital projects listed therein comply with the appropriate provisions of law but shall not have the power to reject an expenditure plan for any policy reason. Municipalities shall provide updated expenditure plans to the TDC on an annual basis after the initial expenditure plan is approved. Allocated funds shall be collected and disbursed once a municipality is prepared to obligate allocated funds towards the project(s) on an approved expenditure plan.

B. Unspent Allocations

Allocated funds must be appropriated by each Municipality to a specific eligible project pursuant to an approved expenditure plan and the project must be obligated within five (5)

years from the date of such appropriation. An obligated project is one that is beyond the mere design stage and is one where the Municipality has either (i). contractually bound itself to a third-party to complete substantial portions of the project, or (ii). is over 50% completed. Unobligated funding shall be re-distributed amongst the other municipalities, pro-rata, at the currently allotted percentages set forth above (Table 8) to be spent on projects contained in approved expenditure plans.

SECTION 9. PERIODIC MODIFICATION REVIEWS. This Agreement may be modified and reopened once during the fifth year of this Agreement's performance term, and then once every fifth year thereafter if there is mutual written consent, via either a resolution of a municipality's governing board or a written letter from the top administrative official of the Municipality directed to the other Municipalities, of a minimum of the Municipalities comprising 75% of the total population of the Municipalities.

Each modification review shall be for determining if the Agreement can be modified in a manner mutually beneficial for all of the parties. Each Municipality has the right to veto any provision of a proposed modification that will alter that Municipality's allocated distribution percentage outlined in the table above (Table 8). The manner of said veto shall be a line-item veto that only prevents the proposed alteration of a Municipality's assigned distribution found in Table 8.

The twenty (20) year term may not be reduced during a modification review unless all parties to the Agreement agree to a reduction.

SECTION 10. ADDITIONAL PROJECTS. Nothing in this Agreement shall prevent a Municipality from proposing projects to the TDC board and/or the County for funding in addition to and not covered by this Agreement. If a Municipality has a project funded from TDT Revenues in a manner not covered under this Agreement, then such extra-contractual funding shall not be used as an offset or reduction of the Municipality's Allocation granted per this Agreement.

SECTION 11. FILING. This Agreement and any amendments thereto shall be filed with the Clerk of the Circuit Court for Okaloosa County, Florida, as required by Section 163.01(11), *Florida Statutes*.

SECTION 12. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

SECTION 13. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute under this Agreement in good faith by participating in mediation. The Parties shall mutually agree upon the mediator, and the cost of mediation shall be borne equally between the parties. If the Parties cannot agree on a mediator, then each party shall place a name into a jar, and then the Okaloosa County Clerk of Court, or the Clerk's designee, shall pick a name from the jar,

with their eyes closed. If the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies, including the initiation of the Chapter 164 process.

SECTION 14. JURY TRIAL WAIVER. IF LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 15. ATTORNEY'S FEES AND COSTS. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 16. GOVERNING LAW AND VENUE. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Escambia County, Florida.

SECTION 17. NOTICE. Suppose written notice to a party is required under this Agreement. In that case, such notice shall be given by hand delivery, recognized overnight delivery service, Federal Express, UPS, or by first-class mail, registered and return receipt requested to the chief executive officer of each entity (County Administrator, City Manager, City Administrator, Town Manager, or City Clerk, depending on the entity).

SECTION 18. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed a waiver of immunity or a limitation of liability of any of the governmental parties hereto beyond any limited statutory waiver of immunity or limitation of liability which the Florida Legislature may have adopted in Section 768.28, *Florida Statutes*, or another statute. Nothing in this Agreement shall inure to the benefit of any third party to allow any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operations of law.

SECTION 19. SEVERABILITY. If any provision hereof is in conflict with any applicable statute, rule, regulation or is otherwise unenforceable, then such provision shall be null and void to the extent of such conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

SECTION 20. CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Agreement. Suppose an ambiguity or question of intent or interpretation arises. In that case, this Agreement shall be construed as if drafted jointly by the parties. No presumption or burden of proof shall arise favoring or disfavoring any party under the authorship of any provision of this Agreement.

IN WITNESS WHEREOF, the Municipalities have caused this Agreement to be duly executed and entered into on the date first above written.

DULY ADOPTED this 9th day of September 2021.

TOWN COUNCIL OF THE TOWN OF CINCO BAYOU, FLORIDA

By: _____
Jean Hood, Mayor

ATTEST:

By: _____
Keith Williams, Town Manager/ Clerk

APPROVED AS TO FORM:

_____
C. Jeffrey McInnis, Town Attorney

DULY ADOPTED this 8th day of September, 2021.

CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA

By: _____
JB Whitten, Mayor

ATTEST:

By: _____
Elizabeth Roy, City Clerk

APPROVED AS TO FORM:

_____
Jonathan Holloway, City Attorney

CITY OF CRESTVIEW CORPORATE SEAL ORGANIZED APRIL 1916

DULY ADOPTED this 8th day of September, 2021.

CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA

By: _____
Gary Jarvis, Mayor

ATTEST:

By: _____
Rey Bailey, City Clerk

APPROVED AS TO FORM:

_____
Kyle S. Bauman, City Attorney

_____
Kimberly Romano Kopp, City Land Use Attorney

DULY ADOPTED this 8th day of September, 2021.

CITY COUNCIL OF THE CITY OF FORT WALTON BEACH, FLORIDA

By: _____
Dick Rynearson, Mayor

ATTEST:

By: _____
Kim Barnes, City Clerk

APPROVED AS TO FORM:

_____
Hayward Dykes, City Attorney

DULY ADOPTED this 9th day of September, 2021.

CITY COUNCIL OF THE CITY OF LAUREL HILL, FLORIDA

By: _____
Robby Adams, Mayor

ATTEST:

By: _____
Nita Miller, City Clerk

APPROVED AS TO FORM:

_____
Kyle S. Bauman, City Attorney

DULY ADOPTED this 7th day of September, 2021.

CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA

By: _____
Margaret McLemore, Mayor

ATTEST:

By: _____
Dana Williams, City Clerk

APPROVED AS TO FORM:

_____
Hayward Dykes, City Attorney

DULY ADOPTED this _____ day of _____, 2021.

CITY COUNCIL OF THE CITY OF NICEVILLE, FLORIDA

By: _____
Daniel Henkel, Mayor

ATTEST:

By: _____
Daniel Doucet, City Clerk

APPROVED AS TO FORM:

_____
Dixie Dan Powell, City Attorney

DULY ADOPTED this 14th day of SEPTEMBER, 2021.

TOWN COUNCIL OF THE TOWN OF SHALIMAR, FLORIDA

By: _____
Mark Franks, Mayor

ATTEST:

By: _____
Thomas A. Burns, Town Administrator

APPROVED AS TO FORM:

_____
Michael Chesser, City Attorney

DULY ADOPTED this 13th day of September, 2021.

CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA

By: _____
Hubert B. Smith, Mayor

ATTEST:

By: _____
Tammy Johnson, City Clerk

APPROVED AS TO FORM:

_____
Hayward Dykes, City Attorney

Okaloosa County Tourist Development Tax
Expenditure Plan: October 1, 2025 – September 30, 2026
Application Deadline: March 1, 2025

Municipality: Destin **Project Name:** Advance Funding Agreement Payment

Project Description:

In accordance with the amended interlocal agreement between the City of Destin and Okaloosa County the City has agreed to make a once a year payment from our portion of the 12.5% TDC revenue funds. The payment amount is $750,000 and is due to the county by the last day of the their fiscal year.

Explain How Project Existence/Availability is Promoted to Tourists:

The interloacal agreement activities included the purchase of beachfront property and the development of those properties to be used public beach parks for tourists and residents. A lack of public beach access has been identified in the City of Destin and as a result the City and Okaloosa County have partnered together on this project to increase public beach access.

Explain How Project Use by Tourists is Documented/Tracked:

The County is the lead on this project and sends the city the appropriate documentation. Expenditures are tracked by the City in Aclarian.

Tourist Development Plan Element per Ordinance 2022-23, Sec. 20-72: Product Impv - Water Related

FY 2025 Funds Requested: $750,000

Project Budget: Please attach a detailed project budget, including revenue sources and expenditures

Is this a multi-year project? Yes

Will this project be financed? No

Is direct vendor payment requested? No

Please attach any plans, drawings or other documentation

****

I attest this project complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2022-23, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

_____ _____

City Manager Signature Date

Please email completed form + project budget to: cdunworth@myokaloosa.com no later than 5pm on March 1, 2025.

Incomplete or unsigned applications will not be considered.

Okaloosa County Tourist Development Tax
Expenditure Plan: October 1, 2025 – September 30, 2026
Application Deadline: March 1, 2025

Municipality: Destin **Project Name:** Beach and Boardwalk Operations

Project Description:

General operating and maintenance costs of tourist provided amenities along the beach and harbor. Requesting continued support to operate, maintain, repair, improve, expand, and construct beach related facilities and amenities owned/operated by the city of Destin that primarily serve as tourist destinations. Facilities include: June White Decker Park, Shores at Crystal Beach Park, Norriego Point Park, Eight (8) beach trails with shower amenities, Captain Royal Melvin Heritage Park and the harbor boardwalk. These services are provided 12-16 hours a day, 365 days a year, including all holidays.

Explain How Project Existence/Availability is Promoted to Tourists:

Destin is the primary tourist destination in Okaloosa County with the majority of tourists flocking to Destin's beaches, restaurants, and tourist related business throughout the year. This funding allows for general repair, maintenance, and addition of tourist related facilities within the City.

Explain How Project Use by Tourists is Documented/Tracked:

The City documents expenditures in Aclarian. Reports and receipts are provided to the county with reimbursement requests. The county is the lead on this project and provides the City the appropriate documentation.

Tourist Development Plan Element per Ordinance 2022-23, Sec. 20-72: Product Impv - Water Related

FY 2025 Funds Requested: $665,000

Project Budget: Please attach a detailed project budget, including revenue sources and expenditures

Is this a multi-year project? Yes

Will this project be financed? No

Is direct vendor payment requested? No

Please attach any plans, drawings or other documentation

****

I attest this project complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2022-23, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

_____ _____

City Manager Signature Date

Please email completed form + project budget to: cdunworth@myokaloosa.com no later than 5pm on March 1, 2025.

Incomplete or unsigned applications will not be considered.

City of Destin | Project: Beach and Boardwalk Operations Request

Expenditure Type	Detailed Description	FY	TDT Request Amount funded by TDT	
Operations	Regular Saleries + taxes and benifits	2026	$	445,000.00
	Contract Services	2026	$	20,000.00
	Utilities - electric and water	2026	$	30,000.00
	Risk Management Insurance	2026	$	50,000.00
	Repairs and Maintenance	2026	$	30,000.00
	Operating Supplies - janitorial	2026	$	90,000.00
	Total	2026	$	665,000.00

Regular saleries include three full time staff members, and one part time staff member.
Contract services covers deep cleaning of beach bathrooms. Monthly pest control services at beach bathroom facilities.
Utilities from Destin Water Users for water and sewer, Florida Power and Light for electric.
Risk management insurance for our beach facilities/trails and boardwalk. The beach and boardwalk operations requests list all the properties the risk management insurance covers.
Repairs and Maintenance entails routine maintenance of our beach facilities, trails, and boardwalk. This includes facility maintenance at beach facilities to include plumbing, electrical, and cosmetic repairs. We also do deck repairs on all our trails, and boardwalks, whether it is with wood or Trex material. This also includes daily cleaning and trash pick up through the day. We also service all our showers, water fountains, as well as back flows at each location. Replacement of shower valves or repairing shower plumbing is a regular occurrence during the season.
Operating supplies include all the janitorial chemicals required for daily cleaning, as well as trash bags, toilet paper. Also included are trash cans, bike racks, benches, and picnic tables where applicable at each location.

DESTIN FORT WALTON BEACH FLORIDA

Okaloosa County Tourist Development Tax
Expenditure Plan: October 1, 2024 – September 30, 2025
Application Deadline: March 1, 2024

Municipality: Destin

Project Name: Advance Funding Agreement Payment

Project Description:

In accordance with the amended interlocal agreement between the City of Destin and Okaloosa County the City has agreed to make a once a year payment from our portion of the 12.5% TDC revenue funds. The payment amount is $750,000 and is due to the county by the last day of the their fiscal year.

Explain How Project Existence/Availability is Promoted to Tourists:

The interloacal agreement activities included the purchase of beachfront property and the development of those properties to be used public beach parks for tourists and residents. A lack of public beach access has been identified in the City of Destin and as a result the City and Okaloosa County have partnered together on this project to increase public beach access.

Explain How Project Use by Tourists is Documented/Tracked:

The County is the lead on this project and sends the city the appropriate documentation. Expenditures are tracked by the City in Munis.

Tourist Development Plan Element per Ordinance 2022-23, Sec. 20-72: Product Impv - Water Related

FY 2025 Funds Requested: $750,000

Project Budget: Please attach a detailed project budget, including revenue sources and expenditures

Is this a multi-year project? Yes

Will this project be financed? No

Is direct vendor payment requested? No

Please attach any plans, drawings or other documentation

****

I attest this project complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2022-23, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

City Manager Signature

3/1/2024
Date

Please email completed form + project budget to: cdunworth@myokaloosa.com no later than 5pm on March 1, 2024.

Incomplete or unsigned applications will not be considered.

DESTIN FORT WALTON BEACH FLORIDA

Okaloosa County Tourist Development Tax
Expenditure Plan: October 1, 2024 – September 30, 2025
Application Deadline: March 1, 2024

Municipality: Destin

Project Name: Beach Park Development

Project Description:

An Interlocal Agreement exist between the County and the City of Destin for the acquisition, development, maintenance, and other matters related to the Crystal Beach Park Development project including the Tarpon Beach Park and Shore at Crystal Beach Park. Destin intends to use $1,000,000 of the FY25 12.5% TDC allocation to advance this initiative.

Explain How Project Existence/Availability is Promoted to Tourists:

Destin is the primary tourist destination in Okaloosa County with the majority of tourists flocking to Destin's beaches, restaurants, and tourist related business throughout the year. This funding allows for general repair, maintenance, and addition of tourist related facilities within the City.

Explain How Project Use by Tourists is Documented/Tracked:

The City documents expenditures in Munis. Reports and receipts are provided to the county with reimbursement requests. The county is the lead on this project and provides the City the appropriate documentation.

Tourist Development Plan Element per Ordinance 2022-23, Sec. 20-72: Product Impv - Water Related

FY 2025 Funds Requested: $1,000,000

Project Budget: Please attach a detailed project budget, including revenue sources and expenditures

Is this a multi-year project? Yes

Will this project be financed? No

Is direct vendor payment requested? No

Please attach any plans, drawings or other documentation

****

I attest this project complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2022-23, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

City Manager Signature

3/1/2024
Date

Please email completed form + project budget to: cdunworth@myokaloosa.com no later than 5pm on March 1, 2024.

Incomplete or unsigned applications will not be considered.

DESTIN FORT WALTON BEACH FLORIDA

Okaloosa County Tourist Development Tax
Expenditure Plan: October 1, 2024 – September 30, 2025
Application Deadline: March 1, 2024

Municipality: Destin

Project Name: Beach and Boardwalk Operations

Project Description:

General operating and maintenance costs of tourist provided amenities along the beach and harbor. Requesting continued support to operate, maintain, repair, improve, expand, and construct beach related facilities and amenities owned/operated by the city of Destin that primarily serve as tourist destinations. Facilities include: June White Decker Park, Shores at Crystal Beach Park, Norriego Point Park, Eight (8) beach trails with shower amenities, Captain Royal Melvin Heritage Park and the harbor boardwalk. These services are provided 12-16 hours a day, 365 days a year, including all holidays.

Explain How Project Existence/Availability is Promoted to Tourists:

Destin is the primary tourist destination in Okaloosa County with the majority of tourists flocking to Destin's beaches, restaurants, and tourist related business throughout the year. This funding allows for general repair, maintenance, and addition of tourist related facilities within the City.

Explain How Project Use by Tourists is Documented/Tracked:

The City documents expenditures in Munis. Reports and receipts are provided to the county with reimbursement requests. The county is the lead on this project and provides the City the appropriate documentation.

Tourist Development Plan Element per Ordinance 2022-23, Sec. 20-72: Product Impv - Water Related

FY 2025 Funds Requested: $665,000

Project Budget: Please attach a detailed project budget, including revenue sources and expenditures

Is this a multi-year project? Yes

Will this project be financed? No

Is direct vendor payment requested? No

Please attach any plans, drawings or other documentation

****

I attest this project complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2022-23, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

City Manager Signature

3/1/2024
Date

Please email completed form + project budget to: cdunworth@myokaloosa.com no later than 5pm on March 1, 2024.

Incomplete or unsigned applications will not be considered.

City of Destin

Project: Beach and Boardwalk Operations Request

Expenditure Type	Detailed Description	FY	TDT Request Amount funded by TDT	
Operations	Regular Saleries + taxes and benifits	2025	$	445,000.00
	Contract Services	2025	$	20,000.00
	Utilities - electric and water	2025	$	30,000.00
	Risk Management Insurance	2025	$	50,000.00
	Repairs and Maintenance	2025	$	30,000.00
	Operating Supplies - janitorial	2025	$	90,000.00
	Total	2025	$	665,000.00

Regular saleries include three full time staff members, and one part time staff member.
Contract services covers deep cleaning of beach bathrooms. Monthly pest control services at beach bathroom facilities.
Utilities from Destin Water Users for water and sewer, Florida Power and Light for electric.
Risk management insurance for our beach facilities/trails and boardwalk. The beach and boardwalk operations requests list all the properties the risk management insurance covers.
Repairs and Maintenance entails routine maintenance of our beach facilities, trails, and boardwalk. This includes facility maintenance at beach facilities to include plumbing, electrical, and cosmetic repairs. We also do deck repairs on all our trails, and boardwalks, whether it is with wood or Trex material. This also includes daily cleaning and trash pick up through the day. We also service all our showers, water fountains, as well as back flows at each location. Replacement of shower valves or repairing shower plumbing is a regular occurrence during the season.
Operating supplies include all the janitorial chemicals required for daily cleaning, as well as trash bags, toilet paper. Also included are trash cans, bike racks, benches, and picnic tables where applicable at each location.

AMENDMENT 1

Okaloosa County Tourist Development Tax
Expenditure Plan: October 1, 2022 – September 30, 2023
Application Deadline: March 15, 2022

Municipality: Destin

Project Name: Beach Acquisition Phase 1 Project
Beach Acquisition & Park Development

Project Description:

An Interlocal Agreement exist between the County and the City of Destin for the acquisition, development, maintenance, and other matters related to Phase 1 of the public beach acquisition project. Destin intends to use $404,920 of the FY22 12.5% TDC allocation and $1,515,625 of the FY23 12.5% TDC allocation to advance this initiative. The Phase 1 project still requires the acquisition of one additional property and the development of the site. The interlocal agreement identified $10,600,000 in available funding. Approximately $3,800,000 remains unobligated at this time but additional funding is expected to be needed for the acquisition of the remaining property and the site improvements. The city would be responsible for funding 41% of the remaining costs of the project. The City's commits to using $1,920,545 of its FY22 and FY23 12.5 % TDC allocation to partially cover its remaining Phase 1 responsibility.

Pursuant to the first amendment to the amended and restated interlocal agreement adopted by the City Nov 2022 and County Dec 2022, expenditure plan is amended to include Phase II - Tarpon and also to provide for park development.

Explanation of Promotion of Tourism:

The completion of the Phase 1 project will greatly increase the available public beach for both tourists and residents to use. The lack of available public beach has been a significant problem in recent years. This partnership between the County and City will increase the amount of public beach and increase the tourism at this park, the Crystal Beach neighborhood and in the City of Destin in general.

Tourist Development Plan Element per Ordinance 2021-22, Sec. 20-72: Product Impv - Water Related

FY 2022 Funds Requested: $404,920

FY 2023 Funds Requested: $1,515,625

Project Budget: Please attach a detailed project budget, including revenue sources and expenditures

Is this a multi-year project? No

Will this project be financed? No

Is direct vendor payment requested? No

Please attach any plans, drawings or other documentation

****

I attest this project complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2021-22, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

City Manager Signature — Date: 03/14/2022

T.A. Johnson 06/07/2023

Please email completed form to cduckworth@myokaloosa.com no later than 5pm on March 15, 2022
Incomplete or unsigned applications will not be considered

AMENDMENT 1

City of Destin

Project: Beach Acquisition & Park Development

Expenditure Type	Detailed Description		FY	Amount funded by TDC	Funded from other sources	
Product Impv - Water Related	Land Purchase		2022		$ -	
Product Impv - Water Related	Park Development		2022	$ 404,920.00		
		Total	2022	$ 404,920.00	$ -	
Product Impv - Water Related	Land Purchase		2023			
Product Impv - Water Related	Park Development		2023	$ 1,515,625.00	$ 1,079,455.00	OKA 1/2 Penny
Operations	Personnel - Wages		2023	$ -	$ 69,888.00	OKA 1/2 Penny
Operations	Contractural		2023	$ -	$ 6,000.00	OKA 1/2 Penny
Operations	Operating Expenses		2023	$ -	$ 2,000.00	OKA 1/2 Penny
Operations	RR Fund				$ 3,000.00	OKA 1/2 Penny
		Total	2023	$ 1,515,625.00	$ 1,160,343.00	

ITEM # 2025-291

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: February 26, 2025

SUBJECT: Community Center Exterior Building Envelope Inspection

I. BACKGROUND: At the February 3rd Council meeting the following direction was provided to staff:

Consent Agenda item 3A:

Councilmember Bagby moved to direct staff to either secure a contractor or bring back a RFP for inspection of the community center. The goal of the inspection is to identify necessary repairs, including addressing the water leak, and provide a comprehensive report to the council. Councilmember Trammell seconded the motion. Motion passed 5-1, with Councilmember Braden dissenting.

II. DISCUSSION: Staff requested three quotes from companies that perform building envelope inspections. Staff received two quotes and a response from the third company that their current workload would prevent them from performing an inspection promptly. The two quotes received were from BECI for $9,500 and O'Connell & Associates for $14,100.

A purchase order is being created to hire BECI to perform this service.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB): Renewal and Replacement funds will cover this expense.
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION: Staff will utilize the comprehensive report to develop a detailed scope of work to be included in the RFP. The RFP will be brought back to council for review and approval before it is advertised.

IV. RECOMMENDED MOTION: informational

Attachments:

1. BECI-Corporate Inc. 2.20.2025
2. 25.02.13 - Destin Community Center (25031) - Visual Exterior Condition Survey Proposal

BECI-Corporate, Inc.

Servicing Nationwide with offices located in:

Alabama - Arizona - Colorado - Florida
Georgia - Louisiana - North Carolina
Tennessee - Texas



BECI

PROJECT PROPOSAL

building enclosure
consulting services

DATE:
FEBRUARY 20, 2025

PROPOSED BY:
MAX SAEMAN

MEET THE TEAM

Prepared for:

via
City of Destin
4200 Indian Bayou Trail
Destin, 32541
Larry Jones - City Manager
ljones@cityofdestin.com -

Destin Community Center - Exterior Condition Survey

located at
101 Stahlman Ave.
Destin, FL 32541

Hello Larry:

Please accept this as **BECI's** proposal, and response to your request for Building Enclosure Consulting Services. We have put together this proposal understanding your current challenges. Thank you for the opportunity to provide a proposal for your project.

BECI is looking forward to becoming your Building Enclosure Service provider for this project and we are prepared to schedule our services after receiving an executed Agreement or Notice to Proceed. To expedite this process, we have provided our standard General Terms and Conditions as an attachment to your proposal package, along with other key information about **BECI.** Should you prefer to utilize a different agreement form, please email it over so we can start our review.

We truly appreciate this opportunity. Should you have any questions concerning the information contained within this proposal package, please contact me anytime at (201) 913-6505 or msaeman@be-ci.com.

Respectfully Submitted,

BECI-Florida, LLC.

Max Saeman
Business Development Consultant



Max Saeman, MBA
Business Development Consultant



Chase McInnis, RRO, REWO
Branch Manager



Gordon Porter, REWO, FAA sUAS
Senior Project Manager I

WHAT TO EXPECT

A SENSIBLE APPROACH

BECI offers building enclosure consulting services that ensure that all six sides of your building are protected from water intrusion. We leverage our extensive experience to assist our clients in achieving their objectives. Everything we do is guided by our four Core Values (People, Knowledge, Service, Balance). This lets us build lasting relationships with our clients and employees.

01 CONNECT

Connect with someone from our talented sales team. At BECI, we put people first to give you a thoughtful and detailed explanation of what we offer to add value to your project.

02 PLAN

BECI will collaborate with you to find the best solutions for your building enclosure challenges, ensuring our services align with your project and budget. We're excited to partner with you for efficient resource use.

03 EXECUTE

Once the plan is set, we pride ourselves on execution. Our team provides world-class work ethic, knowledge, and experience to guarantee our unmatched responsiveness.

SUMMARY OF SERVICES

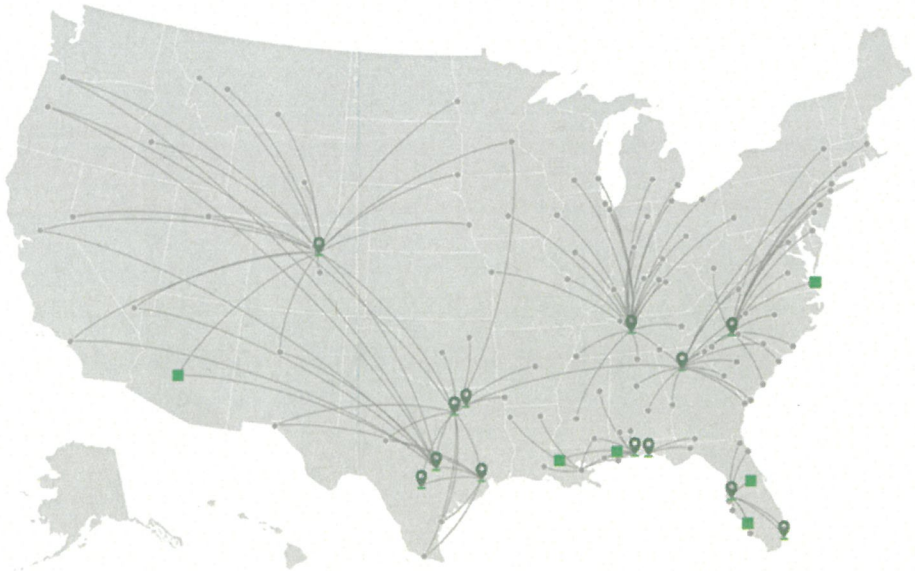
Here is the list of services we intend to use to solve your challenges:

- Exterior Condition Survey

FOLLOW-UP SERVICES

Here is the list of services we believe add value to your project beyond current scope:

- Restoration Document Development
- Contract Administration
- Construction Inspection and Qaulity Assurance



EXTERIOR CONDITION SURVEY:

1. Prior to performing our on-site services, we will perform a cursory review of the available construction drawings, to define the design intention and construction of the building components we have been requested to survey by City of Destin (Client).
2. BECI proposes to perform visual non-destructive site observations of typical overt and existing conditions related to the exterior building enclosure and areas of known water intrusion **(e.g. roof, cladding, windows, aluminium framed glazing assemblies, sealants, and coatings),** at representative areas. Observations will be performed by BECI associates by normal means of access from ground level, common walkways, ladders, or the use of an aerial drone operated by a licensed FAA sUAS pilot.
    1. ***Additional means of access related to mechanical lifts and associated rental costs not enumerated herein shall be separate from this proposal. The Client shall be responsible for any, and all fees related to the mechanical equipment, if necessary, separate from this proposal. Mechanical lift access shall only be utilized if agreed upon prior by the Client. If mechanical equipment is needed, the Client shall provide adequate paths for the mechanical access rental equipment to travel/ operate and is responsible for any street access permits, if required.***
3. Based on the results of our visual observations, BECI shall provide a written **Exterior Condition Survey Report** that will identify the location and condition of the typical items surveyed, their anticipated service life, and deficiencies noted and prioritizing possible restoration work. As an appendix to the Report, we will also include photographic exhibits depicting the representative conditions observed.
4. In the event any type of additional testing, access, or destructive investigations is recommended to verify underlying or hidden conditions, we shall state so within the written report and provide a separate proposal to perform such services.
    1. **NOTE:** The report generated from this Exterior Condition Survey is not intended to be used as a design restoration document. It is, however, intended to provide reliable data related to existing overt conditions at the roof assemblies, exterior wall assemblies, windows, perimeter sealants and other areas of possible sources of water intrusion. Furthermore, the data collected in this report collects the vital information required for BECI to provide design assistance to the Client.

YOUR INVESTMENT

Description	Price	Qty	Subtotal
Exterior Condition Survey ** As outlined in Exterior Condition Survey scope.			$9,500
*** - Plus Expenses** **** - Expenses Included**			
Total			$9,500

Please Note:
We understand that the Total Lump Sum Contract Fee is for budgetary purposes only and the actual fee for any services provided may vary due to an increase or decrease in the quantity of services requested.

CLIENT INFORMATION

Invoicing will be submitted on a monthly basis and payable within thirty (30) days of the invoice date. Overdue invoices are subject to 1.5% interest per month, plus any customary and reasonable Attorney's Fees and Collection Costs. Payments shall be delivered to:

Dept # 6547
BECI-Corporate, Inc.
P.O. Box 11407
Birmingham, AL 35246-6547

Invoice Delivery Method (Select ONE Method)

☑ **Email Address:**	accountspayable@cityofdestin.com
☐ **USPS Address:**	USPS Address

INVOICING TO BE DIRECTED TO:

Company Name:	City of Destin
Attention:	Accounts Payable

NEXT STEPS

1. Please review this proposal in detail as well as our **TERMS AND CONDITIONS** prior to accepting. We want to ensure you are 100% comfortable with everything presented.
2. If you have any questions at all, please contact me at (201) 913-6505 or msaeman@be-ci.com for clarification or further discussion.
3. Once you are ready to proceed, please click **'Accept Proposal' and sign** below. Once accepted, you will receive an email with the completed proposal for your records.

February 20, 2025

BECI-Florida, LLC. | Michael Fell, *Chief Financial Officer*

SIGNATURE
Larry Jones

Not yet accepted

City of Destin | Larry Jones, *City Manager*

THANK YOU

Hello Larry,

When **BECI** began in the mid 90's it was started with a passion for solving problems. Our founder Jim Fell Sr. infused our core values of People, Knowledge, Servant, and Balance into everything he did as he grew from a one man operation to a full blown engineering corporation. Mr. Fell's passion is still alive today in everything we do at **BECI** and you will soon experience what consulting should be. At **BECI**, YOU are our mission. Our sole focus is providing you with the best service possible while providing sound advice as you navigate the waters of the most critical elements of your building so that we can continue to serve you year after year; project after project. Our team utilizes our "Sensible Approach to Building Enclosure Solutions" to ensure that when we solve problems, it's the most effective solution, not the most costly.

Welcome to the **BECI** family!

We know you have many choices in consultants and are humbled you chose us, THANK YOU! I know you will not be disappointed.

Regards,

Joseph Ferrell, PE

CEO

BECI LEADERSHIP TEAM



Joseph Ferrell, PE, RRC
Chief Executive Officer



Michael Fell, RWC, RS
Chief Financial Officer



Jimmy Fell, CSI, CDT
Chief Experience Officer



Josh Tatum, PE, RRC, RRO
Chief Operations Officer



O'CONNELL & ASSOCIATES

CONSULTING ENGINEERS



O'CONNELL
& ASSOCIATES
CONSULTING ENGINEERS

O'Connell & Associates Consulting Engineers, LLC is a mid-sized, multi-disciplined firm specializing in residential, commercial and municipal work with civil and structural engineers on staff. Our principals and engineers all have strong design and construction backgrounds which, when combined with our experience in a wide variety of processes, techniques and materials, ensures common sense, economical solutions. In addition to our complete array of design engineering services, we also perform forensic inspections, permit acquisition, construction management and litigation support.

At O'Connell & Associates, we strive to provide a high level of personalized service through superior communication and to develop cost-efficient designs tailored to meet your project goals in a timely manner.

We are a locally owned and operated, full-service consulting engineering firm with two offices located in Santa Rosa Beach and Destin, Florida. Licensed in 12 states from Texas to Maryland and Washington D.C., our firm is available to service the vast market of the southeastern United States, specializing in engineering design criteria unique to coastal communities located along the Gulf of Mexico and Atlantic Ocean.

CSI Member · aci American Concrete Institute · PE NSPE · SEA · MEMBER OF community ASSOCIATIONS INSTITUTE · ASCE American Society of Civil Engineers · IBEC International Institute of Building Enclosure Consultants · ICRI CONCRETE REPAIR · Walton Area Chamber of Commerce



MEET THE TEAM



NEILL O'CONNELL, P.E., F.B.R.S.E.

PRESIDENT

Mr. O'Connell has been practicing civil and structural engineering design and construction since his graduation from the University of Alabama in 1999. His civil design experience includes the design of residential and commercial stormwater management systems, roadways, municipal water and sewer utilities, planning, permitting and construction. His structural experience includes the design of low, mid- and high-rise structures utilizing a wide variety of construction materials and the forensic analysis of critical building components associated with existing buildings.



MICHAEL EKBLAD, P.L.A.

DIRECTOR OF OPERATIONS / SENIOR LANDSCAPE ARCHITECT

Mr. Ekblad has a degree in Landscape Architecture from Louisiana State University and is a registered professional with the states of Florida (LA#6667058) and Tennessee (#1352). His landscape design experience includes site planning, residential, commercial, industrial, medical, streetscapes, and hospitality designs. Mr. Ekblad is also proficient in developing corporate processes, contract administration, project management, and project scheduling. He has a proven knowledge of design principles for land development projects and analytical and problem-solving skills to assess organizational issues.



JONATHAN NASH, P.E.

CIVIL ENGINEERING MANAGER

Mr. Nash has been practicing in the fields of civil engineering design, land development and construction since before his graduation from college in 2001. His civil design experience includes: residential, commercial and industrial site design including planning, roadways, streetscapes, stormwater management systems, utilities and permitting, municipal water/sewer utilities and treatment facilities including planning, conceptual design, state and federal funding assistance, design reports, bid documents, construction contract administration and project management.

MEET THE TEAM



JOSH BARKER, M.S.C.E., P.E.

STRUCTURAL ENGINEER MANAGER

Mr. Barker has a bachelors degree in civil engineering and a masters degree in structural engineering, both from the University of Alabama. His structural experience includes the detailed design of low, mid and high-rise buildings and other structures utilizing structural steel, aluminum, concrete, masonry, light gage metal, timber and engineered wood products using finite element analysis. Josh also has experience in the structural assessment, renovation and expansion of existing buildings, the forensic analysis of distressed critical building components and detailed foundation design which includes timber, precast and auger-cast pilings, shallow foundation systems such as strip footings, spread footing pads and continuous mat slabs.



BRANDI RYLES-WALLER, A.A., C.A.M., RS©, PRA

SENIOR PROJECT MANAGER - WATERPROOFING & RESTORATION

Mrs. Ryles-Waller has been involved with condominium and homeowner associations since becoming a Licensed Community Association Manager in 2005. Her association management experience helped her obtain working knowledge of building systems and allowed her the opportunity to oversee the development and implementation of management tools including building envelope reports, building maintenance plans, and reserve studies. Her multiple building refurbishment project experience sharpened her attention to detail, strengthened communication between owners and contractors, and helped her develop commercial construction knowledge.



CALEB ALEXANDER, B.S., C.M.I.T.

SENIOR PROJECT MANAGER - CONTRACT ADMINISTRATION

Prior to graduating from the University of West Florida in the Spring of 2017, Mr. Alexander spent several years working in residential construction. His early experience working for a building contractor included interpreting design drawings and implementing the design through daily construction activities. Caleb also worked for Orange Theory Fitness in Destin, Florida, acting as the owner's representative during the new construction projects, during which time he obtained valuable knowledge in coordination for various schedules, conducting inspections, and reviewing construction documents.

WATERPROOFING AND RESTORATION PROJECTS



O'Connell & Associates' Waterproofing and Restoration team works with residential and commercial property managers and directors to identify and address building leakage problems, locate and determine causes of structural and non-structural component failures, analyze and report on waterproofing systems and provide recommendations for remedial designs.

WATERPROOFING AND RESTORATION ENGINEERING SERVICES INCLUDE:

- Building Envelope Condition Surveys
- Turnover Inspections & Reports
- Balcony / Railing Inspections & Certifications
- Leak Detection & Infrared Inspections
- Wind Mitigation Inspections
- Milestone Inspections
- Legal Support
- Forensic Analysis
- Reserve & Structural Integrity Reserve Studies
- Damage Assessments
- Continuing Engineering Service (3 year partnership program)
- Development of Construction
- Documents for Restoration:
  - CAD drawings
  - Concrete Repairs
  - Cladding Repairs
  - Painting & Waterproofing
  - Scope & Specification Writing
  - Window & Door Replacement

Let our team help maintain your property with our comprehensive suite of services, ranging from condition surveys and leak investigations to State mandated inspections including milestone inspections and in-depth Structural Integrity Reserve Studies. Stay ahead of the curve and ensure your investments are safeguarded with our expert guidance and actionable insights. We also work to develop detailed specifications and scope of work for repairs, solicit and tabulate competitive bids from qualified general contractors when the need arises. The waterproofing and restoration team also works with our clients and our Contract Administration team to provide detailed inspection services during restoration projects to ensure a properly completed project and to continuously communicate with our clients. From start to finish our dedicated team will work with you to ensure your project is completed to your highest expectations.



February 13, 2025

City of Destin
c/o: Jeff Cozadd
4200 Indian Bayou
Destin, FL. 32541
(850) 279-4228
jcozadd@cityofdestin.com

RE: Destin Community Center
Visual Exterior Condition Survey Proposal

Dear Mr. Cozadd:

We are pleased to submit our proposal for consulting engineering services required to assess the existing exterior building envelope systems at the Destin Community Center, located in Destin, Florida.

Based on our recent conversations, it is our understanding that the City of Design (Client) is considering entering into a contract with a professionally licensed consulting engineering firm to provide the engineering inspection services necessary to evaluate the exterior building envelope and exposed structural components of the Destin Community Center.

Based on our understanding, we propose to perform the tasks as part of our Scope of Work:

VISUAL EXTERIOR CONDITION SURVEY

1. We will review all available construction drawings and documents and perform a preliminary inspection to familiarize ourselves with the existing property, gather dimensional information, and collect other site data specific to the project.

2. We will perform a detailed visual inspection of the exterior building envelope and exposed structural components, specifically focusing on the cladding, windows, doors, and exposed structural components, to evaluate their condition and catalog our findings through written notes and photographs.

3. We will provide a written report of our findings, complete with details and photographs. The report shall include detailed descriptions of the exterior building envelope components and exposed structural components, outline any defects or anomalies observed, possible sources of water intrusion, structural deficiencies or damage, and a summary of our recommendations. The report will also include an identification of locations on the building envelope that were inspected, the condition of the cladding, sealants, structural components, and concerns observed during the inspection, such as rotten wood, corroded metal, damaged concrete, or water damage.

4. Any anomalies observed with respect to the exposed structural components of the building will be specifically identified. We will provide recommendations regarding further investigation of the exposed structural components.

We propose to phase these tasks on a LUMP SUM BASIS in accordance with our current FEE PLAN (Design Engineering, Inspection and Review Services). The total fee for our engineering services (Items 1 through 4) is $14,100.00, plus the cost of a manlift if needed.

We hope that our proposal meets your approval and ask that you please feel free to call with any questions. We appreciate you considering us for this work and look forward to hearing from you soon.

Sincerely,

O'CONNELL & ASSOCIATES
CONSULTING ENGINEERS, LLC

Neill R. O'Connell, P.E., F.B.R.S.E.
President

AGREEMENT
BETWEEN O'CONNELL & ASSOCIATES CONSULTING ENGINEERS, LLC
FOR
PROFESSIONAL ENGINEERING SERVICES

This is a Professional Engineering Services Agreement effective as of _____ ("Effective Date") between

CITY OF DESTIN ("Client")

and

O'CONNELL & ASSOCIATES CONSULTING ENGINEERS, LLC ("Engineer").

Client's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

VISUAL EXTERIOR CONDITION SURVEY

for

DESTIN COMMUNITY CENTER, DESTIN, FLORIDA ("Project").

Engineer's Services under this Agreement are generally identified as follows:

PROPOSAL DATED FEBRUARY 13, 2025 FOR SCOPE OF SERVICES (Exhibit "A").

Client and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the compounded rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Client, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Client shall pay Engineer for its services as set forth in Paragraph 10.01. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. In consideration of the specified engineering services outlined in this contract, the **Client agrees to an initial non-refundable initial payment of $ 1,410.00 (10%) upon execution**. This initial fee will be applied to the total charges, and additional services, if any, shall be invoiced separately based on the rates detailed in Exhibit B.

3.01 *Additional Services*

A. For Additional Services, Client shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Exhibit B.

4.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. By either the Client or Engineer, with or without cause, upon ten (10) days written notice.

B. The terminating party under Paragraph 4.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 4.01, Engineer will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

5.01 *Successors, Assigns, and Beneficiaries*

A. Client and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Client and Engineer (and to the extent permitted by Paragraph 5.01.B the assigns of Client and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Engineer to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party

6.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Engineer shall not have the authority to stop or terminate Contractors work. Engineer shall not be responsible for the acts or omissions of any Contractor.

C. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work. Engineer disclaims any liability to Client in the event it is subsequently determined the Contractor did not complete the Work being billed, or if the Work is subsequently determined to be defective.

D. Engineer shall not be responsible for the acts or omissions of the Architect, Client or any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any design and/or construction work; or for any decision made regarding the design and/or construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer, nor shall any terms or conditions of said contracts be construed to replace, be incorporated in, or be added to the terms of this contract.

E. Engineer's opinions (if any) of probable construction cost are to be made based on Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.

F. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants. In any event, the Owner has sole decision-making authority regarding payment of a Contractor's pay application.

G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2018 Edition) unless the parties agree otherwise.

H. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Client shall not create any rights in third parties.

I. Client and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

J. To the fullest extent permitted by law, Client and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

K. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and Engineer's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, and damages of any nature whatsoever, including but not limited to, special, incidental, indirect, and consequential damages, whether

arising from breach of contract, negligence, or other common law or statutory theory of recovery for claims and expenses from any cause or causes, including attorney's fees and costs, and expert witness fees, so that the total aggregate liability of the Engineer and Engineer's officers, directors, partners, employees, shareholders, owners and sub-consultants be limited to $100,000 or the total amount of compensation received by Engineer, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity. If the Client does not wish to limit professional liability to this sum, if the Engineer agrees to waive this limitation upon receiving Client's written request, and Client agrees to pay an additional consideration of 10% percent of the total fee additional limits of liability may be made a part of this Agreement.

L. Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including without limitation breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Engineer's gross negligence or willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Engineer as a third-party defendant. "Parties" means the Client and the Engineer, and their officers, directors, partners, employees, subcontractors and subconsultants.

M. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF O'CONNELL & ASSOCIATES CONSULTING ENGINEERS, LLC, MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

N. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

O. Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated upon mutual agreement of the Parties. If mediation is unsuccessful, then the parties may exercise their rights of arbitration.

P. In the event of any legal or other controversy in connection with the Client's project and requiring the services of Engineer, except suits or claims by third parties against the Client arising out of errors or omissions of Engineer, the Client will compensate Engineer on a time and materials basis for work performed (including, but not limited to, any time spent conferring with the Owner or Owner's representatives) at the Billing Rate for litigation services shown on Engineer's Fee Plan at the time the work is performed. In addition, Client will reimburse Engineer for all direct expenses incurred related to legal assistance in accordance with Section 10.01.

Q. This Agreement is to be governed by the laws of the state in which the Project is located.

R. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

S. Owner shall permit Engineer to display a project sign not to exceed 38" x 56" in size at a location on the job site approved by the Owner. If Owner will not permit Engineer to erect its own project sign, then Engineer's name will be included as part of a project sign displayed at the job site by the Owner, Architect and/or Contractor.

7.01 *Miscellaneous Provisions*

A. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the Party, or officer of the Party, agent or attorney, and shall be

deemed to have been effective upon delivery if delivered personally or by facsimile or email, and upon the date of posting if sent by overnight courier service, the U.S. Postal Service for overnight express mail delivery, or if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed to the above representatives. Neither the Client's nor the Engineer's representative shall be changed without ten days prior written notice to the other Party.

If to Client: City of Destin
c/o: Jeff Cozadd
4200 Indian Bayou
Destin, FL. 32541
(850) 279-4228
jcozadd@cityofdestin.com

If to Engineer: O'Connell & Associates Consulting Engineers, LLC
Attn: Neill O'Connell
1394 County Hwy 283 South, Bldg #3
Santa Rosa Beach, FL 32459
(850) 403-4555
neill@oconnellengineers.com

With copy to: Dana C. Matthews
Matthews & Matthews, LLP
4475 Legendary Drive
Destin, FL 32541
dmatthews@destinlaw.com

B. Authority. The persons signing this Agreement on behalf of each Party hereto represent and warrant that they have full power, authority and legal right to execute, deliver and perform its obligations under this Agreement; that this Agreement and the obligations hereunder are legal, valid and binding obligations of each Party, enforceable in accordance with their terms; that there are no claims or defenses, persons or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement; and that the persons signing this Agreement have full power, authority and legal right to do so and to bind and cause the Party to perform its obligations hereunder, without the joinder or consent of any other person. The Parties hereby designate the following persons whom have representative authority to bind the Parties during the administration of this Agreement:

If to Client: City of Destin
c/o: Jeff Cozadd
4200 Indian Bayou
Destin, FL. 32541
(850) 279-4228
jcozadd@cityofdestin.com

If to Engineer: O'Connell & Associates Consulting Engineers, LLC
Attn: Neill O'Connell
1394 County Hwy 283 South, Bldg #3
Santa Rosa Beach, FL 32459
(850) 403-4555
neill@oconnellengineers.com

C. Venue. The parties agree that this Agreement was entered into in Walton County, Florida. A competent court without jury shall be entitled to confirm an arbitration award only.

D. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, and the remaining provisions shall remain in full force and affect.

E. Legal Expenses and Attorneys' Fees. In the event a dispute arises between Client and Engineer related to or arising out of any breach or alleged breach of this Agreement, or any representation, covenant or warranty contained in this Agreement, and such dispute gives rise to any administrative proceeding, arbitration, court action or other legal process or proceeding, then, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all losses, damages, costs, liabilities or expenses reasonably incurred by the prevailing party in furtherance of or defense of said action,

process or proceeding, including, without limitation, reasonable attorney's fees whether incurred in pre-litigation, preparation for or conduct of trial, administrative or arbitration proceedings, appellate proceedings, or post-judgment proceedings, including, without limitation, proceedings to determine, obtain, and secure any entitlement to an award of attorney's fees, as well as the reasonable amount of same, contemplated under this Agreement.

F. WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' TO ENTER INTO THIS AGREEMENT.

G. Arbitration. If any dispute arises hereunder, the dispute shall be resolved by binding arbitration before a single arbitrator. The party wishing to initiate arbitration proceedings (the "Initiating Party") shall send written notification ("Arbitration Notice") to the other party ("Receiving Party") with the names of three (3) arbitrators located in Escambia, Santa Rosa, Okaloosa or Walton County. Within five (5) business days after receiving the Arbitration Notice, the Receiving Party shall notify the Initiating Party ("Response Notice") which of the three (3) arbitrators is acceptable, and if none is acceptable, Receiving Party shall provide the Initiating Party with the names of three (3) arbitrators located in Escambia, Santa Rosa, Okaloosa or Walton County ("Alternative Arbitrators"). Within five (5) business days following receipt of the Response Notice, Initiating Party shall send written notice to Receiving Party of their acceptance of one of the Alternative Arbitrators, or notice that none are acceptable. If none are acceptable and the parties cannot agree on an Arbitrator then either party can apply to the Circuit Court of Walton County for the appointment of an Arbitrator. The parties shall arbitrate their dispute at the earlier of (i) sixty (60) business days from the date the Initiating Party receives the Response Notice notifying the Initiating Party that a single Arbitrator selected by the Receiving Party is acceptable; or (ii) sixty (60) business days following mutual agreement between the parties of a single arbitrator; or (iii) sixty (60) days following court appointment of an Arbitrator. In the event either party fails to abide by the Arbitrator's decisions, the Party in whose favor the decision has been rendered shall be entitled to reasonable attorney fees and costs in enforcing the Arbitrator's ruling. Each party shall pay one-half (1/2) of the cost of the Arbitrator and their own attorneys' fees. Arbitration shall be conducted according to Chapter 682, Florida Statutes, Arbitration Code. Notwithstanding the foregoing, the parties reserve the right to seek immediate injunctive relief in Walton County Circuit Court as may be legally proper, with all other dispute issues being arbitrated.

H. Time. Time is of the essence in this Agreement. All periods of time set forth in this Agreement shall be calculated on calendar days. In the event any date of performance under this Agreement falls on a weekend or a legal holiday, the time for such performance shall be extended until 5:00 PM, Central Standard Time, on the next following business day.

I. No Waiver. No failure of either Party to exercise any right or power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of a Party's right to demand exact compliance with the terms hereof.

J. Authority. The persons executing this Agreement represent and affirm each is fully vested with all requisite authority to enter into and bind the Parties to this Agreement, with the knowledge and intent to be legally bound by all terms and conditions of this Agreement.

K. Interpretation. Each Party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

L. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Contract, nor the intent of any provision hereof,

M. Counterparts. This instrument may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument with the same effect as if all parties hereto had signed the same counterpart and signature page. In making proof of this instrument, facsimile signatures shall be deemed originals, and it shall not be necessary to produce or account for more than one such counterpart which is executed by the Party against whom enforcement of such instrument is sought. In addition, any signature page and related notary acknowledgments may be detached from any counterpart of this instrument without impairing the legal effect of any signatures thereon, and such signature page and related notary acknowledgments may be attached to another counterpart of this instrument having attached to it one or more additional signature pages and related notary acknowledgments.

8.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 *Definitions*

A. *Contractor* - Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern* - Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

THIS SECTION INTENTIONALLY LEFT BLANK

10.01 *Basis of Payment – Unit Cost*

A. Using the procedures set forth in Paragraph 2.01, Client shall pay Engineer as follows:

1. VISUAL EXTERIOR CONDITION SURVEY: $14,100.00

TOTAL CONTRACT: $14,100.00

B. For additional services that are not specifically included within the Scope of Work outlined above including, but not limited to, meetings with the Owner, Architect, Contractor and/or material suppliers/fabricators to review design drawings, calculations, shop drawings, test reports and/or field changes we propose to apply an hourly rate in accordance with our current FEE PLAN (attached).

C. The portion of the compensation amount billed monthly for Engineer's services will be based upon percentage of the work completed during the billing period, plus reimbursable expenses which include, but are not limited to, work not specifically outlined within the proposal, sub-consultants fees, attorney fees, equipment rentals, meetings, legal fees, copies, prints, scans and other reproductions, if any.

D. This agreement, including the pricing and scope outlined herein, is valid for a period of 30 days from the date of proposal issuance. Within this timeframe, both parties commit to honor the agreed-upon pricing structure and project scope. Upon the expiration of this 30-day period, the parties may engage in renegotiations for any necessary adjustments to pricing, scope, and contract terms based on prevailing circumstances or project requirements. Any modifications to the pricing, scope and contract terms beyond the specified timeframe shall be mutually agreed upon in writing by both parties.

Attachments: Exhibit “A” – Scope of Engineering Services (Proposal dated February 13, 2025)
Exhibit “B” – 2025 Fee Plan
Exhibit "C” – Visual Exterior Condition Surveys Disclaimer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CLIENT:	ENGINEER:
By: _____	By: _____
Title: _____	Title: President
Date Signed: _____	Date Signed: 2-13-25
	Engineering Firm's Certificate Number:
	State of Florida 30549
Address for giving notices:	Address for giving notices:
_____	O’Connell & Associates Consulting Engineers, LLC
_____	1394 Co. Hwy 283 S., Bldg #3
_____	Santa Rosa Beach, Florida 32459
_____	(850) 403-4555
_____	engineer@oconnellengineers.com

EXHIBIT "B"

ENGINEERING SERVICES FEE PLAN

Position	Rate	Position	Rate
President	$280.00	Construction Coordinator IV	$215.00
Director / Dept. V.P. / Manager	$230.00	Construction Coordinator III	$170.00
Senior Engineer Manager	$215.00	Construction Coordinator II	$140.00
Sr. Engineer II	$200.00	Construction Coordinator I	$120.00
Sr. Engineer I	$180.00	Landscape Architect Manager	$215.00
Engineer III	$170.00	Sr. Landscape Architect	$170.00
Engineer II	$150.00	Landscape Architect III	$145.00
Engineer I	$140.00	Landscape Architect II	$130.00
Permits Manager	$160.00	Landscape Architect I	$120.00
Reserve Specialist	$155.00	Senior Administrator	$130.00
Reserve Specialist In-Training	$120.00	Office Administration II	$90.00
Senior Design Technician	$155.00	Office Administration I	$75.00
Design Technician II	$135.00	Intern	$75.00
Design Technician I	$120.00		

Mileage reimbursement (calculated from the nearest O'Connell & Associates office) shall be billed per the standard rate in effect at the time of travel and as published by the U.S. Internal Revenue Service for commercial businesses.

Unmanned Aerial Vehicles (UAV) will be reimbursed at a rate of $66.00 per hour.

For projects that require overnight lodging, per-diem rates shall be billed in accordance with the rates in effect at the time of travel and destination and as published by the U.S. General Services Administration.

O'Connell & Associates does not supervise or direct the contractor's means, methods or techniques, nor does O'Connell & Associates take responsibility for the contractor's scheduling, safety practices and/or precautions.

COPY / PRINT / PLOT SERVICES

	8.5x11	8.5x14	11x17	24x36	30x42
Black and White	$0.40	$1.15	$1.50	$4.50	$6.00
Color	$1.50	$2.25	$3.00	n/a	n/a

LITIGATION AND ADMINISTRATIVE COMPLAINTS

From time-to-time Client may request Additional Services for matters associated with resolving disputes among stakeholders involved in the Scope of Services provided in the Agreement. This includes without limitation meetings with regulatory authorities, other consultants, and lawyers, as well as providing litigation support, deposition testimony, responses to subpoenas, mediation, and trial/arbitration testimony. Likewise, Engineer and its employees may be subpoenaed by persons adverse to Client to provide the foregoing information and documents. In the event of any of the foregoing, Client shall pay Engineer for the time expended multiplied by the hourly rates according to the Rates described

in this Exhibit B, as may be in effect from year to year. Engineer reserves the right to request a retainer prior to providing those administrative services.

Additionally, if Client files an administrative complaint against Engineer or any of its employees with the Florida Board of Engineers (“BOE”), and the administrative complaint is subsequently dismissed by the BOE; or Engineer/employees are found not to be guilty of the allegations in the administrative complaint by an administrative law judge or appellate court; then Client shall pay Engineer and its employees legal fees and costs for having to defend themselves.

REIMBURSABLE EXPENSES

All other expenses including, but not limited to, copying, printing, film processing, expendable materials, postal/courier costs, surveying, testing services, subcontractors, consultants, legal fees and equipment rentals shall be reimbursable based on our actual incurred costs plus a 15% Administrative Fee.

EXHIBIT "C"

VISUAL EXTERIOR CONDITION SURVEYS DISCLAIMER

The Client recognizes the inherent complexities associated with building envelope restoration projects. This Disclaimer seeks to establish a clear understanding of the methodology employed and limitations inherent in Visual Exterior Condition Survey, especially when the condition surveys are used as the basis for future design and development projects associated with building envelope restoration.

1. **Visual Exterior Condition Surveys:** The Client acknowledges that the development of project documents for building envelope restoration projects is commonly based on the findings of Visual Exterior Condition Surveys. Visual Exterior Condition Surveys involve visual or surface-level observations and exclude destructive testing.

2. **Limitations of Visual Surveys:** Unless specifically requested by the Client or necessitated by visual examinations due to observable damage, the Consultant shall not provide a more in-depth review or engage in destructive testing.

3. **Unobservable Conditions:** The Client acknowledges that existing unobservable conditions may exist behind the existing building envelope that may require future repair. Such unobservable conditions may not be detected or assessed through visual inspections alone.

4. **Client's Responsibility:** It is the responsibility of the Client to communicate any specific requests for in-depth reviews or destructive testing explicitly in writing to the Consultant. In the absence of such explicit requests, the Consultant will proceed with the project based on visual observations.

5. **No Guarantee of Comprehensive Assessment:** The Client understands that due to the limitations of Visual Exterior Condition Surveys, the Consultant does not guarantee a comprehensive assessment of all conditions within the building envelope. Unobservable conditions may be discovered during the course of a restoration project, and the Client agrees to address such conditions as necessary for the successful completion of the project.

6. **Recommendation for Project Contingency:** Due to the potential for unobservable conditions, it is strongly recommended that the Client provides a project contingency of approximately ten percent (10%) of the total project value. This contingency will serve as a financial buffer to address unforeseen challenges that may arise during the restoration process, ensuring the project's smooth progression and completion.

7. **Release of Liability:** The Client releases the Consultant from any liability related to unobservable conditions that may be discovered during the project and agrees to address such conditions as necessary. This Disclaimer serves as a mutual understanding between the Parties regarding the limitations of visual inspections.

Policy Number: Date Entered: 08/23/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2024

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

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

PRODUCER RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, TX 75080	CONTACT NAME:		
	PHONE (A/C, No, Ext): ( ) -	FAX (A/C, No): ( ) -	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Underwriters Ins. Co.		30104
INSURED O'Connell & Associates Consulting Engineers, LLC 1394 County Highway 283 South BLDG. 3 Santa Rosa Beach, FL 32459	INSURER B : Nutmeg Insurance Company		39608
	INSURER C : Texas Insurance Company		16543
	INSURER D : Hartford Casualty Insurance Co		29424
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			46 SBM AU2F2F	9/6/2024	9/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			46 UEC EK7903	9/6/2024	9/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			46 SBM AU2F2F	9/6/2024	9/6/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		46 WEC AU2F5F	9/6/2024	9/6/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			BFLPMLTFL011300-02170802	09/03/2024	09/03/2025	Each Claim: Aggregate:	$2,000,000 $2,000,000

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

Coverage subject to all policy terms, conditions, exclusions & endorsements.

CERTIFICATE HOLDER

PROPOSAL PURPOSES

O'Connell & Associates Consulting Engineers, LLC
1394 County Highway 283 South Bldg #3
Santa Rosa Beach, FL 32459

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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O'CONNELL & ASSOCIATES
CONSULTING ENGINEERS

By hiring O'Connell & Associates, you will be choosing a team of experienced, registered professional engineers – with experience in a wide variety of materials, design techniques and civil, and structural systems. We will select the most efficient design and adapt it to meet your project's specific requirements. Our practical, deadline-oriented professionals strive to effectively communicate project goals and work diligently to meet submission deadlines, which in turn helps minimize delays associated with permitting and construction. We take pride in our projects and our clients. We strive to provide a personalized, yet professional service to our clientele that is of the utmost satisfaction no matter how big or small the project.

CSI Member · aci American Concrete Institute · PE NSPE · SEA Structural Engineers Association National Council · Member of community Associations Institute · ASCE American Society of Civil Engineers · IBEC International Institute of Building Enclosure Consultants · ICRI Concrete Repair · Walton Area Chamber of Commerce





CONTACT

www.oconnellengineers.com
(850) 403-4555
Engineer@oconnellengineers.com

OFFICE HOURS OF OPERATION

8:00 AM – 5:00 PM
Monday – Friday

ADDRESSES

THE SHOPS OF GRAYTON NORTH
1394 COUNTY HIGHWAY 283 S. | BUILDING #3
GRAYTON BEACH, FL 32459

THE COMMONS AT CRYSTAL BEACH
4635 GULFSTARR DR | UNIT 120
DESTIN, FL 32541

ITEM # 2025-297

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , City Manager

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Lisa Firth, Parks & Rec Director

DATE: February 26, 2025

SUBJECT: Park Master Plan - Agreement and Work Authorization

I. BACKGROUND: During the Regular City Council meeting on February 3, 2025, the following motion was made by the Council regarding a Park Master Plan:

Councilmember Destin moved to table this item until the council meeting following the visioning session, allowing time to refine it to the most appropriate elements. The motion was seconded by Councilmember Bagby. Motion passed 4-2, with Council members Schmidt and Trammell dissenting.

Refer to minutes (Attachment) from the Regular City Council meeting which was held on February 3, 2025 (Item 3B).

II. DISCUSSION: An agreement for planning services has been developed and has been reviewed and approved by Perez Planning, city staff, and city legal.

Work Authorization 1 has also been prepared and is attached. The work authorization includes both Phases 1 and 2 of the Master Plan project. Phase 1 consists of Context Analyses, and Phase 2 is the Needs + Priorities Assessment. These phases will run concurrently. A detailed

Scope of Work and Budget are included in WA #1.

A. Link to Strategic Goals / Objectives: 1.9 Parks Master Plan

B. Effect on Budget (EOB): Master Services Agreement total = $131,500 (plus potential add-ons of $19,100)
Work Authorization 1 (tasks 1 - 2) = $86,200

0157286-531000
Parks&Rec-Professional Svcs

FY 25 Adopted Budget*	$	200,000
Budget Amendments (Grants)		-
Revised Budget		200,000
Previous Expenses/Encumbrances		-
Available Program Budget		200,000
This Agreement +(-)		(86,200)
FY 25 Remaining Program Budget	$	113,800

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Perez Planning is prepared to begin activities immediately upon the approval and execution of the agreement.

IV. RECOMMENDED MOTION: I move that the City Council approve the agreement and work authorization #1 with Perez Planning and Design LLC for RFP 24-03-REC Parks and Recreation Master Plan and direct the City Manager to execute both documents.

Attachments:

1. Minutes (Item 3.B.) Regular City Council meeting Feb. 3, 2025
2. DRAFT_CDPRMP_Project Schedule_012125 (2)
3. Destin PRMP-Scope of Work - Phase 1 and 2_012125 (2)
4. Perez Planning PRMP-RFP NO.24-03-REC_PPD
5. PARKS-REC MASTERPLAN RFP 24-03-REC executed
6. City of Destin -- Parks and Recreation Master Plan Agreement - Perez Planning - Final with work authorizations - milestone billing

work needed to resolve the issue, and if it did not, there would be clear recourse available. He acknowledged that in government projects, it was not uncommon to spend money on repairs only to face the same issues again later, but the city was committed to avoiding that cycle as much as possible.

Councilmember Bagby moved to direct staff to either secure a contractor or bring back an RFP for inspection of the community center. The goal of the inspection is to identify necessary repairs, including addressing the water leak, and providing a comprehensive report to the council. Councilmember Trammell provided a second to the motion, which passed 5-1 (Council member Schmidt, Geile, Bagby, Destin, and Trammell voted "yes"; Councilmember Braden voted "no"; Councilmember Hebert was absent from the meeting).

Consent Agenda item 3B:

Mayor Wagner initiated the discussion by expressing concerns about certain budget items included in the parks planning proposal. He noted that after reviewing the line items, he identified several expenses that appeared redundant or unnecessary, particularly given the city's prior investments in public input and survey efforts. He cited the $7,200 allocated for a park site evaluation, questioning its necessity given that the Parks Committee is already tasked with conducting such evaluations. Additionally, he pointed out the $116,000 designated for a statistically valid survey, arguing that between the SRS Plan, the citizen survey, and other mobility-related surveys, the city likely already has sufficient data. Lastly, he questioned the $6,300 allocated for a park and recreation system visioning workshop, especially since a similar workshop was already scheduled. Mayor Wagner emphasized that while he supports the overall parks planning initiative, he found approximately $50,000 in potential savings and urged further discussion before approving the expenditure.

Councilmember Trammell responded by acknowledging the mayor's concerns but highlighted key differences between previous studies and the current proposal. She noted that while past surveys, such as those conducted under the SRS Plan, provided broad recommendations, they did not delve into the specific needs of individual parks. She stressed that the proposed surveys and workshops would provide a more in-depth analysis, helping the city determine not just the need for additional green space but also what specific amenities and features residents would like to see in those spaces. She pointed to past public input efforts, such as the survey conducted for Joe's Bayou, as an example of how direct citizen engagement can provide valuable insights. While she agreed that the costs were high, she argued that long-term master planning is essential for guiding future development and ensuring alignment between the city's vision and its budgeting priorities.

Councilmember Bagby also shared concerns about redundancy, particularly regarding the collection and analysis of demographic information. He noted that this would be the eighth time in the last year and a half that such a demographic study had been conducted, questioning whether it was necessary to allocate resources for yet another analysis. Additionally, he raised concerns about the exclusion of the Parks Foundation from the consultation process. He recalled that the council had previously directed that the Parks Foundation be included in the RFP process but did not see that reflected in the current proposal. He emphasized that the foundation could play a crucial role in shaping the city's parks strategy and that its exclusion was a notable oversight.

Councilmember Destin suggested that, as a compromise, the council tables the decision until after the upcoming visioning session. This would allow for further evaluation of the proposal and provide an opportunity to trim unnecessary expenditure before moving forward.

Councilmember Destin moved to table this item until the council meeting following the visioning session, allowing time to refine it to the most appropriate elements. The motion was seconded by Councilmember Bagby. Motion passed 4-2 (Council members Geile, Bagby, Destin, and Braden voted "yes"; Council members Schmidt and Trammell voted "no"; Councilmember Hebert was absent from the meeting).

Consent Agenda item 3E:

Councilmember Destin opened the discussion by requesting a synopsis of the city's current credit card processing arrangement. He noted his long-standing experience dealing with credit card processors and the added fees associated with transactions. Seeking clarification, he asked the Finance Director whether the city was currently covering the credit card processing fees rather than passing them on to customers.

The Finance Director confirmed that the city pays for all merchant service fees associated with credit card transactions. She explained that the city's primary processor has been Global Payments, which was selected because it was one of the few processors compatible with the EnerGov (Compass) software. However, as the city transitions to the MGO system, a new processor, Paystar, has been identified as a more cost-effective alternative.

Councilmember Destin asked if Paystar would impose a 3% processing fee and whether that fee would be charged to customers instead of the city. The Finance Director explained that the contract included an option:

- The city could choose to pass the fee on to customers, meaning the 3% surcharge would be added to customer transactions.
- Alternatively, the city could continue absorbing the cost, which would be funded directly from the general fund.

Councilmember Destin inquired about the effective percentage rate the city has been paying on transactions.

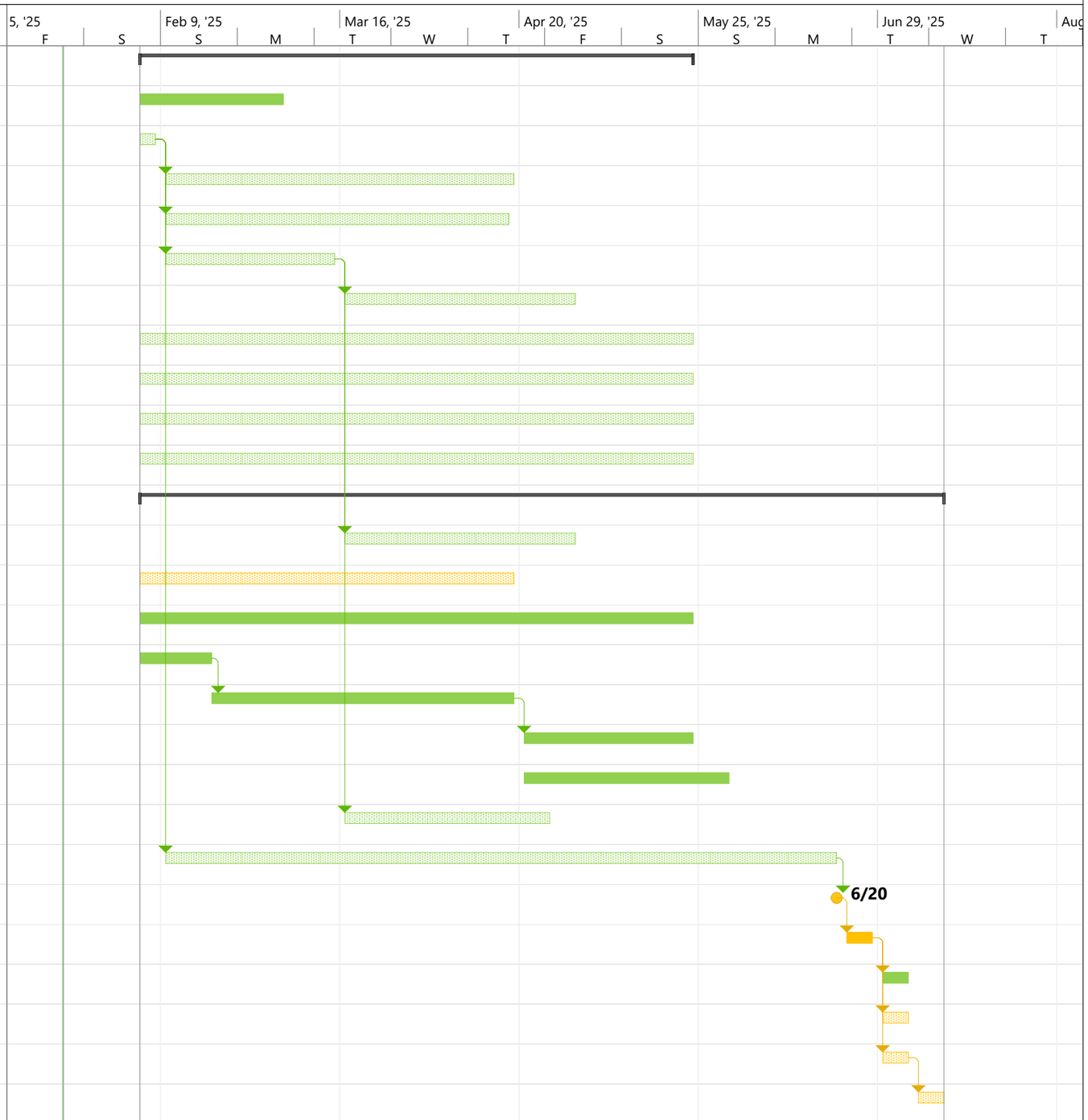
The Finance Director noted that due to the complexity of credit card processing fee structures—including gateway fees, interchange fees, and card-type variations—there is no single fixed rate. However, she estimates that the city has effectively been paying around 7% with Global Payments.

Councilmember Destin expressed strong concern, stating that 7% was an excessively high rate, particularly in comparison to his restaurant businesses, where processing fees range from 1.8% to 2.1%.

The Finance Director agreed that the city had been overpaying but reiterated that Global Payments was chosen primarily for its compatibility with EnerGov. Now, with the transition to MGO, Paystar would offer a more reasonable flat 3% rate.

City of Destin Parks and Recreation Master Plan
DRAFT Project Schedule | January 2025

ID	Task Name	Duration	Start	Finish
1	**Phase 1 - Context Analyses**	**78 days**	**Wed 2/5/25**	**Fri 5/23/25**
2	1.2 - Project Branding	20 days	Wed 2/5/25	Tue 3/4/25
3	1.3 - Project Kick-Off Meeting	3 days	Wed 2/5/25	Fri 2/7/25
4	1.4 - Review of Existing Conditions	50 days	Mon 2/10/25	Fri 4/18/25
5	1.5 - Demographics Trends and Analysis	49 days	Mon 2/10/25	Thu 4/17/25
6	1.6 - Inventory + Base Map	25 days	Mon 2/10/25	Fri 3/14/25
7	1.7 - Park Site Evaluations	33 days	Mon 3/17/25	Wed 4/30/25
8	1.8 - Program Analysis and Departmental Fee Philosophy	78 days	Wed 2/5/25	Fri 5/23/25
9	1.9 - Facility Maintenance Management Plan	78 days	Wed 2/5/25	Fri 5/23/25
10	1.10 - Grounds Maintenance Management Plan	78 days	Wed 2/5/25	Fri 5/23/25
11	1.11 - Existing Conditions Summary Document	78 days	Wed 2/5/25	Fri 5/23/25
12	**Phase 2 - Needs + Priorities Assessment**	**113 days**	**Wed 2/5/25**	**Fri 7/11/25**
13	2.1 - Engaging In-Person Public Workshop	33 days	Mon 3/17/25	Wed 4/30/25
14	2.2 - One-on-One Interviews + Focus Group Meetings	53 days	Wed 2/5/25	Fri 4/18/25
15	2.3 - Statistically Valid Survey	**78 days**	**Wed 2/5/25**	**Fri 5/23/25**
16	Develop Survey	10 days	Wed 2/5/25	Tue 2/18/25
17	Administer Survey	43 days	Wed 2/19/25	Fri 4/18/25
18	Survey Report	25 days	Mon 4/21/25	Fri 5/23/25
19	2.4 - Online Survey	30 days	Mon 4/21/25	Fri 5/30/25
20	2.5 - Existing Level of Service Analysis	30 days	Mon 3/17/25	Fri 4/25/25
21	2.6 - Needs + Priorities Assessment Summary Document	95 days	Mon 2/10/25	Fri 6/20/25
22	Submittal to the City	0 days	Fri 6/20/25	Fri 6/20/25
23	City Review	5 days	Mon 6/23/25	Fri 6/27/25
24	Revisions to Summary Report	5 days	Mon 6/30/25	Fri 7/4/25
25	2.9 - Parks and Recreation Advisory Board Presentation	5 days	Mon 6/30/25	Fri 7/4/25
26	2.10 - One-on-One Interviews with Elected Officials	5 days	Mon 6/30/25	Fri 7/4/25
27	2.11 - City Council Presentation	5 days	Mon 7/7/25	Fri 7/11/25



City of Destin Parks and Recreation Master Plan
Phase 1 and 2 Scope of Work | January 13, 2025

Phase 1 – Context Analyses

1.1 Project Management + Coordination: PP+D will coordinate our work with the City's Project Manager. PP+D will hold regular bi-weekly meetings with City staff depending on the phase of the project to review progress, present information, and discuss the direction of remaining portions of the project. In an effort to keep the project on schedule, we have found that pre- scheduling project milestone dates such as deliverable submittal dates, City review periods, public engagements, presentations, etc., is key to the project remaining on schedule. We will work with the City to develop this schedule and will review it during each review meeting to maintain momentum and/or make any revisions deemed necessary.

1.2 Project Branding: PP+D will develop three project brand options for the City including logos, fonts, and colors and submit them to the City for review. PP+D will revise one of the selected options per the City's comments and develop a final brand for the project. PP+D will then use the logo to develop business cards for the project that can be distributed to encourage participation in the planning process. Additionally, the project brand will be included in all project documents.

1.3 Project Kick-Off Meetings: PP+D will complete Kick-Off Meetings with City Staff and the Parks and Recreation Advisory Board. The purpose of the kick-off meeting will be to establish and discuss any technical and/or policy issues, objectives for the project, including confirming roles and responsibilities and finalizing the project methodology, scope of services, timeline and format and content of deliverables. PP+D will develop a meeting summary and submit to the City for review.

1.4 Review of Existing Conditions: Parks and Recreation Master Plans are never completed in a vacuum. PP+D will complete an existing plan and context review for all relevant surveys, studies, and planning documents from the City that may influence the plan. PP+D will provide a brief summary of the documents to identify relevant data that may include but may not be limited to existing and proposed goals, objectives, policies, initiatives, standards, and projects.

1.5 Demographic and Trends Analysis: PP+D and PROS Consulting will also review demographic data for the City the latest trends in the parks and recreation industry. This data is important for providing the City with a data-driven, analytical framework. This framework is particularly important for understanding implications associated with existing and future park land, recreational facilities, program needs, operations, and maintenance.

1.6 Inventory + Base Map: PP+D will work collaboratively with staff to compile a comprehensive inventory of the existing and planned parks, trails, open spaces, and facilities. PP+D will also develop a GIS-based map that will illustrate the location, and type of each park. PP+D will submit the base map and inventory for the City's review to ensure accuracy and consistency and will revise the map and inventory per the City's written comments.

1.7 Park Site Evaluation: PP+D will spend four (4) days visiting parks using our custom Parks Evaluation Form as a starting point. Prior to these visits, we will work with the City to modify our Parks Evaluation Form to analyze the City's parks and recreation amenities (playgrounds, ball fields, trails, natural areas, special facilities, etc. for connectivity, functionality, accessibility, condition, comfort, and convenience, from both resident and visitor perspectives, based on community values. The form is a result of our experience in completing over four-hundred Parks and Recreation Master Plans nationwide. This evaluation helps us develop a "baseline" understanding of how well the current system functions and meets the community's need from both a resident and visitor perspective. Lastly, while completing park evaluations, we will randomly interview park users, dog walkers, joggers, and other residents/visitors we encounter.

1.8 Program Analysis and Departmental Fee Philosophy: PROS Consulting will provide an assessment and analysis of the Parks and Recreation Department's current level of programs and revenue sites. This analysis will include inventory programmatic facilities, current and future personnel needs, and current and proposed services. PROS will also review fees and develop a departmental fee philosophy, based on the City's Cost Recovery Program, through benchmarking best practices in comparable cities, community, and departmental input, etc. PROS will also complete a review of the fee structure for activities and programs to determine if fees can sustain the programs while remaining affordable and avoiding a decline in participation and program viability. Findings from this analysis will be used in Phase 3-Vision, to develop recommendations.

1.9 Facility Maintenance Management Plan: PROS Consulting will complete a facility maintenance and management plan for Recreation/ Community Centers and other built structures within the Parks and Recreation Department. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment management.

1.10 Grounds Maintenance Management Plan: PROS Consulting will prepare a Grounds Maintenance Management Plan for the grounds maintained by the Parks and Recreation Department. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment management.

1.11 Existing Conditions Summary Document: PP+D will compile all the information and data completed for Phase I and will develop a summary document of the Existing Conditions. The Existing Conditions Summary will identify major issues, concerns, challenges, opportunities, and constraints. PP+D will submit the summary document to the City for review and will make revisions per the City's written comments.

Phase 1 Deliverables:

- *Existing Conditions Summary Document*
- *Meeting Minutes + Summaries*

Phase 2 – Needs + Priorities Assessment

2.1. Engaging In-Person Public Workshops: PP+D will conduct three (3) public meetings. We have found that including a multitude of exercises in various stations positioned throughout the room keeps attendees engaged while allowing the City to collect important information (See green text box on the following page). PP+D will develop a meeting summary and submit to the City for review.

2.2. One-on-One Interviews + Focus Group Meetings: PP+D will conduct up to sixteen (16) one-on-one interviews with key stakeholders including elected officials, the City Manager, and other key stakeholders. We have found that one-on-one meetings are invaluable for obtaining candid information and insights that help inform and address the priority parks and recreation needs and opportunities within the community. PP+D will also meet with Focus Groups intended to expand the overall number of participants and age range of participants including, but not limited to businesses, visitors, Destin Parks Foundation, seniors, children, youth, young adults, families, ethnic groups, etc. PP+D will develop meeting summaries and submit them to the City for review.

2.3. Statistically Valid Survey: PP+D will work with ETC Institute to create a statistically valid mail-in and telephone survey. PP+D and ETC will work with the City to develop a questionnaire that is appropriate for the City. Once approved by the City, ETC Institute will conduct a statistically valid community-wide needs assessment to determine needs, desires, and willingness to pay. ETC will evaluate the nature in which City of Marco Island's existing parks, facilities, and recreation programming meet, or do not meet user demands and expectations.

2.4. Online Survey: PP+D will complete an online survey via "Survey Monkey" or a similar on-line survey platform that the City is comfortable with, to expand the reach of public engagement. PP+D will use a slightly modified version of the statistically-valid survey for the online survey. PP+D will compile the findings from the online survey into a summary report of findings and provide the City both with the summary as well as the raw survey results.

2.5. Existing Level of Service Analysis: Unlike other planning disciplines such as transportation, waste water, potable water, etc., there are no standards or guidelines for the Level of Service (LOS) that parks and recreation departments should provide their residents. In order to assist the City in developing appropriate LOS standards, PP+D will analyze existing LOS for the following elements to establish a baseline understanding of the City's current LOS:

- **Acreage LOS –** Acreage in a ratio to the community's population (acres per 1,000).
- **Indoor Recreation Center and Aquatics Space LOS –** Quantity of square footage of indoor recreation center and aquatics facilities space per capita.
- **Facilities/Amenities LOS –** Facility/amenity capacity in a ratio to the community's population, and comparing against a standard or guideline. PP+D proposes to conduct Facilities/Amenities LOS for key facilities/ amenities in the system based on the priorities identified in the Statistically-Valid Survey.
- **Access LOS –** Travel distances to parks and individual facilities such as playgrounds, ball fields, trails, natural areas, special use facilities, etc. The best Access LOS analysis uses the exiting roadway to determine access, rather than "as the crow flies" radii around facilities. Additionally, we identify physical barriers, both man- made and natural, to provide a realistic access level service area. These barriers may include roads that while containing sidewalks, may not be safe to cross due to a variety of factors that, through our experience, we have identified to be important in determining a streets' crossability.
- **Quality LOS –** Quality of facilities across the community.
- **Funding LOS –** Parks and recreation operations and maintenance spending, capital spending, and total parks and recreation spending per park and non-park acre.
- **Staffing LOS -** Staff in a ratio to the community's population (FTE's per 10,000).

PP+D will then benchmark LOS findings to available standards such as National Recreation and Parks Association (NRPA) Park Metrics standards. PP+D will produce a series of maps and tables that illustrate this data and analysis. Findings will be particularly important for tasks outlined in the Phase 3-Vision and Phase 4-Implementation.

2.8. Needs + Priorities Assessment Summary Document: PP+D will compile all the information and data completed for Phase 2 and combine the findings with the findings from Phase 1-Context Analyses and develop a summary document. PP+D will develop a Power Point Presentation that summarizes the findings from Phase 2 and combines it with the presentation from Phase 1. PP+D will submit the summary document and Power Point Presentation to the City for review and will make revisions per the City's written comments.

2.9. Parks and Recreation Advisory Board Presentation: PP+D will present the findings from the Context Analyses and Needs and Priorities Assessment to the Parks and Recreation Advisory Board and update it based on approved comments from the City.

2.10. One-on-One Interviews with Elected Officials: PP+D has learned that taking the time to meet one-on-one with the elected officials in specific and key phases of the project, is critical to receiving final City Council acceptance and approval of a plan. These one-on-one interviews encourage candid and invaluable input that help garner support for the project. PP+D will complete virtual one-on-one interviews with the elected officials to share with them the findings from the existing conditions and needs and priorities assessment.

2.11. City Council Presentation: PP+D will share the findings from the Context Analyses and Needs and Priorities Assessment with the City Council.

Phase 2 Deliverables:

- *Digital files of Needs + Priorities Assessment Summary Document and Power Point Presentation including maps, charts, and tables*
- *Meeting Minutes + Summaries*

Phase 1 and 2 Fee Budget

Based on the approach discussed above, the PP+D Team proposes to complete Phases 1 and 2 of the project for eighty-six thousand, two-hundred dollars ($86,200). The chart below illustrates the fee broken down per task. We propose a firm, fixed fee inclusive of all time, materials, and travel.

Phase I	**PROJECT KICKOFF + CONTEXT ANALYSIS**	
1.1	Project Management Support + Coordination	
1.2	Project Branding	$700
1.4	Project Kick-Off Meeting	$3,500
1.5	Review of Existing Conditions	$1,800
1.6	Demographic and Trends Analysis	$3,200
1.7	Inventory + Base Map	$1,850
1.8	Park Site Evaluation	$7,200
1.9	Program Analysis and Department Fee Philosophy	$8,600
1.10	Facility and Management Plan	$5,900
1.11	Ground Maintenance Management Plan	$9,000
1.12	Existing Conditions Summary Document	$6,000
	Subtotal	**$47,750**
Phase 2	**NEEDS AND PRIORITIES ASSESSMENT**	
2.1	Community Meetings (3)	$5,500
2.2	One-on-One Interviews + Focus Group Meetings (16)	$2,200
2.3	Statistically Valid Survey	$16,000
2.4	Online Survey	$2,000
2.7	Existing Level of Service Analysis	$2,000
2.8	Needs + Priorities Assessment Summary Document	$5,550
2.9	Advisory Board Needs + Priorities Assessment Findings Presentation	$3,000
2.10	One-on-One Interviews with Elected Officials	$1,100
2.11	City Council Needs + Priorities Assessment Findings Presentation	$1,100
	Subtotal	**$38,450**
	GRAND TOTAL	**$86,200**

Parks and Recreation Master Plan Consultant

Request for Proposals (RFP) NO. 24-03-REC
September 26, 2024









PEREZ PLANNING + DESIGN, LLC

Table of Contents

1	Letter of Submission	3
2	Background of the Team and Personnel Assigned to the Engagement	4
3	Approach and Timeline for Preparation	10
4	Insurance Coverage, Copy of Appropriate State, County, or City Licenses	16
5	References	20
6	Cost for Services	23
7	Forms	24

1. Letter of Submission

September 23, 2024

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

Dear Mr. Bailey and Bid Committee,

This is a very exciting time for the City of Destin is it embarks on developing a Parks and Recreation Master Plan! Over the last few years, parks and recreation systems have experienced tremendous interest. It is clearer now than ever before the important role that parks and recreation systems serve in communities. Across the Country, more people are turning to parks and recreation system to relieve stress and enjoy the health benefits of access to nature and open space, than ever before. In fact, more people are recognizing that parks, trails, and robust recreational and fitness programming are not "nice-to-have" community amenities; they are vital physical, environmental, economic, and social infrastructure.

Additionally, extensive funding from the Federal Government associated with active-transportation and parks have led to agencies across the Country to leverage their local funding with these Federal funds to maximize impacts in their local communities, especially related to resiliency needs. These opportunities make it an ideal time for the City of Destin to work towards the completion of this important plan that will help prepare the City for a more resilient and sustainable city!

For these reasons, the Perez Planning + Design, LLC Team (PP+D Team) is excited to submit our qualifications for the City's consideration to become partners in completing the City's first Parks and Recreation Master Plan!

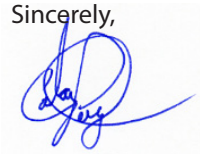
There is no better team that is more experienced and qualified to collaborate with the City on this important project. The PP+D Team is comprised of local, regional, and national thought leaders and experts on the various topics requested by the City's Request for Proposal:

- **Perez Planning + Design, LLC** – Parks System Planning, Urban Design, and Landscape Architecture
- **PROS Consulting, LLC** – Parks and Recreation Operations, Management, Marketing, and Programming
- **ETC Institute** – Statistically Valid Survey
- **RMPK Funding** – Funding Alternatives

The PP+D Team has a comprehensive and proven approach for completing Parks and Recreation Master Plans. ***Our process is based on our collective Team's unparalleled experience in completing over four-hundred (400) Parks and Recreation Master Plans throughout the United States.*** The PP+D Team's approach is grounded in a time-tested and proven approach to Parks and Recreation Master Planning as well as research into innovative methods and the latest thinking in the parks and recreation industry, and our responsive and collaborative Client service.

The following proposal provides detailed information regarding our Team's qualifications, proposed approach, schedule, and references. This introduction to our proposal also attests that the information herein is accurate and that the PP+D Team has the capabilities to perform the variety of analytical and product development tasks found in the RFP. We are excited about the opportunity to be considered to collaborate with the City of Destin and its residents to prepare its first Parks and Recreation Master Plan and look forward to the opportunity to discuss our ideas with you in more detail.

Sincerely,



Carlos F. Perez, PLA - President and Authorized Person to Represent the Proposer
A. 878 Peachtree Street, NE, Suite 827, Atlanta, GA 30309
M. 404.416.0114 | F. 404.393.2029 | E. cperez@perezpd.com | W. www.perezpd.com

2. Background of the Team and Personnel Assigned to the Engagement

The Perez Planning + Design (PP+D) Team is comprised of national, regional, and local thought leaders in parks and recreation system planning and design. With a collective **unparalleled experience in completing over 400 parks and recreation master plans throughout the United States, including over 55 in the State of Florida alone,** there is no better Team that is more experienced and cohesively qualified to collaborate with the City on this important project. Following are the qualifications of the PP+D Team.

PEREZ PLANNING + DESIGN, LLC

Perez Planning + Design, LLC (PP+D) is a research-based planning and design firm that lives at the intersection of people, space, and the built and natural environment. We focus on working collaboratively with our clients and community to thoughtfully and strategically integrate these key elements to plan, design, and implement a public realm that is viable, responsive, dynamic, and resilient. Stated simply, we work collaboratively with our clients in Re+Defining the Public Realm.

PP+D is one of the leading parks and recreation master planning firms in the United States. PP+D staff have completed over 100 comprehensive parks and recreation master plans and park planning projects for cities and counties throughout United States including Seattle, Washington; Washington, D.C.; Raleigh, North Carolina; Atlanta, Georgia; and Miami, Florida. In Southwest Florida, the PP+D Team has worked on Parks and Recreation Master Plans for the following communities:

- City of Cape Coral
- City of Fort Myers
- City of Naples
- City of New Port Richey
- City of North Port
- City of Sarasota
- Village of Estero
- Hillsborough County
- Pasco County
- Pinellas County
- Manattee County
- Sarasota County

PP+D is currently working with the City of Marco Island on their Parks and Recreation Master Plan, which has many similarities to the City of Destin, especially as it relates to beaches and the difference in year population versus tourist season population. The plan is currently on schedule to be completed in October 2024. Additionally, earlier this summer PP+D worked closely with City of Fort Myers Parks and Recreation Department Staff to have the City of Fort Myers Parks and Recreation Master Plan unanimously adopted by the City of Fort Myers Council.

Firm leader Carlos Perez regularly shares his experience and expertise speaking in state and national planning and parks planning conference, and serves on industry committees and organizations. In fact, Carlos will be speaking at the NRPA Conference in Atlanta in October.

PP+D also specializes in Active Transportation Planning and Design and has worked on a multitude of bicycle, pedestrian, trail, and greenway projects in the Southeast United States. Currently, PP+D is working on one of the largest trail and trail-related redevelopment projects in the United States - the Atlanta BeltLine in Atlanta, GA.

PP+D has been in business for 10-years. Since PP+D's inception in 2014, the firm has grown to six staff with a main office in Midtown Neighborhood of Atlanta, Georgia that focuses on parks and recreation planning and design projects similar to the City of Destin Parks and Recreation Master Plan.

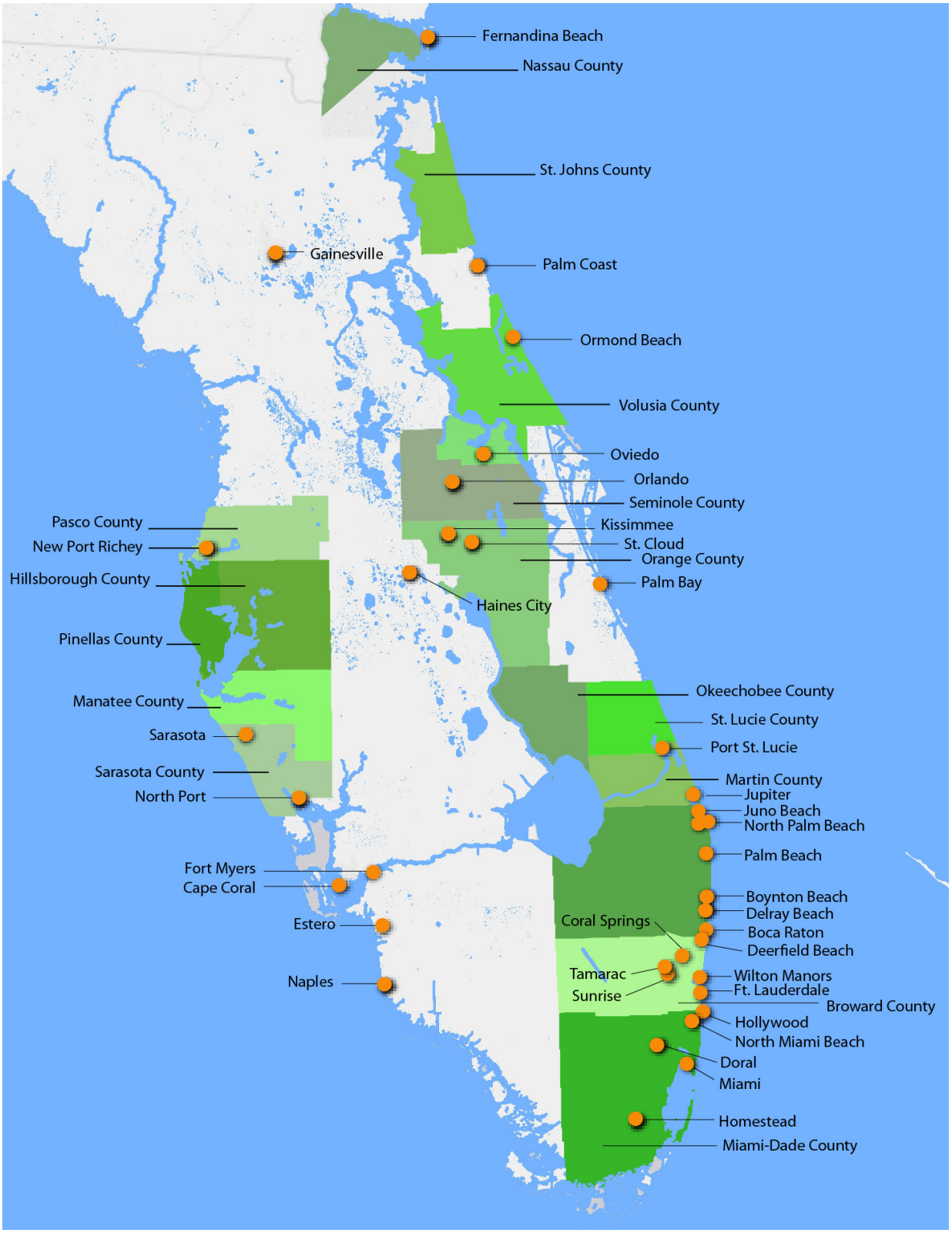
PP+D is a Minority Business Enterprise (MBE), certified by the City of Atlanta and Georgia Department of Transportation.

Services provided by PP+D include:

- Parks and Recreation System Planning
- Parks Planing and Design
- Active-Transportation Planning + Design
- Urban Design
- Landscape Architecture

PP+D will serve as the Project Manager for the project and lead Master Planning, Parks Planning, Landscape Architecture, Capital Improvement, and Funding tasks.

The PP+D Team has collectively completed over 400 Parks and Recreation Master Plans throughout the United States; over 55 in the State of Florida alone. The map below illustrates the work that members of PP+D's Team have completed in the State of Florida, many of which manage beaches and have similar harbor characteristics as the City of Destin.



Parks and Recreation Master Plans Completed by PP+D Staff

PROS Consulting is a small firm with a big presence in the field of management consulting for parks and recreation public entities and non-profit organizations. With a team of highly professional and experienced consultants, PROS is a flexible firm that is agile to evolving dynamics of the social, economic, and political environments clients operate in. They are experts and will assist with Operations, Management, and Programming. PROS has been working with PP+D Staff for over 18 years.

The firm's areas of focus include:

- ***Operations, Maintenance and Organizational Development*** – completed over 450 plans that involved operations, maintenance and organizational development components.
- ***Financial Planning and Management*** – PROS is most renowned for providing the most innovative and proven methods for financial planning and management in the public sector with direct experience with over 150 proven ways to fund public parks and park systems.
- ***Customer Service Training*** – completed customer service excellent training for municipalities across the country. The training is customized to each agency's goals and outcomes and range from single day work sessions to multi-year culture change processes.

The firm is headquartered in Brownsburg, Indiana.

PROS Consulting will lead all Parks and Recreation Programs, Services, and Organizational Structure tasks.

ETC Institute is the absolute leading national authority on parks and recreation surveys and benchmarking. ETC has worked with PP+D Staff for over 18 years. They have conducted over 600 Parks and Recreation Surveys, and maintain a data base of over 70,000 surveys and benchmarking data bases. The firm is headquarter in Olathe, Kansas.

ETC Institute will lead the development of the Statistically Valid Survey.

RMPK Funding specializes in identifying additional funding sources to help implement projects in Parks and Recreation Master Plans. They have successfully acquired over $200 million in funding for public agencies, including numerous grants for park facilities, recreation services, land acquisitions, and cultural facilities projects. They understand federal, state and local grant sources and creatively "stack" grants to allow existing grants to serve as leverage for additional funding. RMPK Funding has been working with PP+D Staff for 18 years. The firm is headquartered in Jupiter, Florida.

RMPK Funding will identify alternative funding sources to help implement future projects.

Organizational Chart

Destin Parks and Recreation Department

Carlos F. Perez, PLA (PP+D - Atlanta, GA)
Officer-in-Charge/ Client Service Manager

Nick Stephens
(PP+D -Atlanta, GA)
Deputy Project Manager

Parks and Trail System Planning, Park and Facility Needs, Capital Improvements
Carlos Perez (PP+D-Atlanta, Georgia)
Nick Stephens (PP+D-Atlanta, Georgia)
Yan Duan (PP+D-Atlanta, Georgia)

Parks Operations, Management, Programming, Marketing, Financial Analysis
Leon Younger (PROS-Brownsburg, Indiana)
Philip Parnin (PROS-Brownsburg, Indiana)

Public Engagement
Carlos Perez (PP+D-Atlanta, Georgia)
Nick Stephens (PP+D-Atlanta, Georgia)

Public Engagement Statistically Valid Survey
Jason Morado (ETC-Olathe, Kansas)

Alternative Funding Specialist
Ryan Ruskay (RMPK-Jupiter, Florida)



CARLOS F. PEREZ, PLA (PP+D)

Project Manager / Parks Planner, Landscape Architect, Urban Designer

Carlos Perez is a planner, urban designer, and landscape architect who specializes in parks and recreation planning and design and active-transportation planning and design. He founded PP+D in 2014 after over a decade with Glatting Jackson/AECOM where he co-led the Parks and Recreation Planning practice. Carlos has worked with over 100 communities throughout the United States on parks and recreation planning and design projects including Seattle, WA; San Diego, CA; Washington, D.C.; Atlanta, GA; Norfolk, VA; Raleigh, NC; Orlando, FL; and Miami, FL. He is also a Board Member of the City Parks Alliance, Atlanta BeltLine Partnership, University of Florida College of Design Construction and Planning, and Georgia Institute of Technology College of Design. Carlos will serve as the Project Manager for the project.

EDUCATION

Master in City and Regional Planning
Specialization in Transportation
Georgia Institute of Technology, 2015

Master of Science in Urban Design
Georgia Institute of Technology, 2015

Bachelor of Landscape Architecture
University of Florida, 2004

PROFESSIONAL REGISTRATIONS

Landscape Architect, Florida #6666902
Landscape Architect, Georgia #001824

TOTAL YEARS OF EXPERIENCE

20 years

RELEVANT RECENT EXPERIENCE

City of Marco Island Parks and Recreation Master Plan
Marco, FL | On-going
Role: Project Manager + Parks Planner

City of Fort Myers Parks and Recreation Master Plan
Fort Myers, FL | 2024
Role: Project Manager + Parks Planner

City of Miami Parks and Recreation System Master Plan
Miami, FL | 2023
Role: Project Lead + Parks Planner

City of Boynton Beach Parks and Recreation System Master Plan
Boynton Beach, FL | 2023
Role: Project Manager + Parks Planner

City of Ormond Beach Parks Master Plan
Ormond Beach, FL | 2021
Role: Project Manager + Parks Planner

City of Hollywood Parks Master Plan
Hollywood, FL | 2021
Role: Deputy Project Manager



NICK STEPHENS (PP+D)

Deputy Project Manager + Parks Planner

Nick Stephens is an urban planner who is dedicated to planning and designing park systems that enrich communities, encourage active transportation, and strengthen the local ecology. With a diverse academic and professional background, Nick's experience supports a passion for creating vibrant, walkable and bikable urban areas. Since joining PP+D, he has collaborated on over a dozen parks and recreation system plans and active transportation projects. Nick is an Atlanta native and a board member of Atlanta's Grant Park Conservancy. He will serve as the Deputy Project Manager and Parks Planner for the project.

EDUCATION

Master in City and Regional Planning
Specialization in Urban Design
Georgia Institute of Technology, 2019

Bachelor of Arts in Anthropology,
Columbia University, 2009

TOTAL YEARS OF EXPERIENCE

5 years

RELEVANT RECENT EXPERIENCE

City of Marco Island Parks and Recreation Master Plan
Marco, FL | On-going
Role: Parks Planner

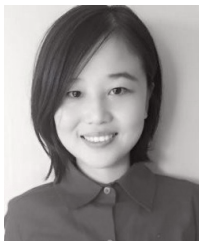
City of Fort Myers Parks and Recreation Master Plan
Fort Myers, FL | 2024
Role: Deputy Project Manager + Parks Planner

Henry County Parks and Recreation Master Plan
Henry County, GA | 2024
Role: Deputy Project Manager + Parks Planner

City of Miami Parks and Recreation System Master Plan
Miami, FL | 2023
Role: Deputy Project Manager + Parks Planner

City of Boynton Beach Parks and Recreation System Master Plan
Boynton Beach, FL | 2023
Role: Deputy Project Manager + Parks Planner

City of Decatur Parks and Recreation System Master Plan
Decatur, GA | 2023
Role: Deputy Project Manager + Parks Planner



YAN DUAN, AICP (PP+D)

Urban Designer + Parks Planner

Yan Duan is a planner and urban designer with over 7 years of experience in planning and community design projects. Yan's expertise is in research, design, and visual communications. She combines these three strengths to develop thoughtful, practical, and innovative parks planning and design solutions. Yan will work collaboratively with the Team and will serve as a Parks Planner for the project. She will assist with qualitative and quantitative research tasks including, preparing exhibits for public virtual or in-person public engagement, GIS mapping, analysis, and development of exhibits and deliverables for the project.

EDUCATION

University at Buffalo, the State University of New York (SUNY Buffalo) School of Architecture and Planning, Master of Urban Planning with Specialization in Urban Design and Physical Planning, 2016

Xi'an University of Technology, Xi'an, P.R., China School of Civil Engineering and Architecture, Bachelor of Engineering in Urban Planning, 2013

Summer Program, Harvard University, 2007

TOTAL YEARS OF EXPERIENCE

8 years

RELEVANT RECENT EXPERIENCE

City of Marco Island Parks and Recreation Master Plan
Marco, FL | On-going
Role: Parks Planner

City of Fort Myers Parks and Recreation Master Plan
Fort Myers, FL | 2024
Role: Parks Planner

Henry County Parks and Recreation Master Plan
Henry County, GA | 2024
Role: Parks Planner

City of Miami Parks and Recreation System Master Plan
Miami, FL | 2023
Role: Parks Planner

City of Boynton Beach Parks and Recreation System Master Plan
Boynton Beach, FL | 2023
Role: Parks Planner

City of Decatur Parks and Recreation System Master Plan
Decatur, GA | 2023
Role: Parks Planner



LEON YOUNGER (PROS)

President

Leon is the founder and President of PROS Consulting. He has more than 40 years in parks, recreation, and leisure services. Leon is a recognized leader in applying innovative approaches to managing parks and recreation organizations. He has held positions as Director of Parks and Recreation in Indianapolis, IN; Executive Director of Lake Metroparks in Lake County, OH (Cleveland area); and Director of Parks and Recreation in Jackson County, MO (Kansas City). Leon is routinely invited to present his management and development philosophies at conferences, workshops, and training across the United States. He is co-creator of the Community Values Model, a business model that synthesizes community & stakeholder input into a strategic plan. Leon has been collaborating with Carlos for over 18 years. He will provide oversight on all park programming, services, and organizational tasks.

EDUCATION

M.P.A., University of Kansas, 1988

Bachelor of Science, Kansas State University, 1975

TOTAL YEARS OF EXPERIENCE

40 years

RELEVANT RECENT EXPERIENCE

City of Fort Myers Parks and Recreation Master Plan
Fort Myers, FL | 2024
Role: Recreation + Management Planner

City of Las Vegas Parks and Recreation Master Plan
Las Vegas, NV | 2022
Role: Recreation + Management Planner

City of Atlanta Comprehensive Parks and Recreation Master Plan
Atlanta, GA | 2022
Role: Recreation + Management Planner

City of South Fulton Parks, Recreation, and Cultural Affairs Master Plan
City of South Fulton, GA | 2022
Role: Recreation + Management Planner

City of Fremont Parks and Recreation Master Plan
Fremont, CA | 2022
Role: Recreation + Management Planner

City of Hollywood Parks and Recreation Master Plan
Hollywood, FL | 2021
Role: Recreation + Management Planner



PHILIP PARNIN (PROS)

Recreation + Management Planner

Philip Parnin has 25 of years of experience in the field of parks, recreation, and leisure services. He has managed and led park development and sustainable operations at the executive level for over 16 years (including over a decade as director). In his leadership role, Philip established standards for improved efficiencies and operations by developing system-wide business plans, enterprise fund business plans, strategic master plans, recreation plans, marketing plans, site master plans, capital improvement plans, maintenance plans, trails and greenways plans, emergency action plans, and feasibility studies. His approach to planning helps agencies transform ideas into successes that can be leveraged for even greater success. Philip has been collaborating with the PP+D Team for the last 3 years. He will lead all park programming, services, and organizational tasks.

EDUCATION

B.S. Recreation and Parks Management
Indiana University

TOTAL YEARS OF EXPERIENCE

25 years

RELEVANT RECENT EXPERIENCE

City of Fort Myers Parks and Recreation Master Plan
Fort Myers, FL | 2024
Role: Recreation + Management Planner

City of Las Vegas Parks and Recreation Master Plan
Las Vegas, NV | 2022
Role: Recreation + Management Planner

City of Atlanta Comprehensive Parks and Recreation Master Plan
Atlanta, GA | 2022
Role: Recreation + Management Planner

City of Miami Parks and Recreation System Master Plan
Miami, FL | 2023
Role: Recreation + Management Planner

City of Fremont Parks and Recreation Master Plan
Fremont, CA | 2022
Role: Recreation + Management Planner

City of Hollywood Parks and Recreation Master Plan
Hollywood, FL | 2021
Role: Recreation + Management Planner



RYAN RUSKAY (RMPK)

Alternative Funding Specialist

Ryan Ruskay has more than 18 years of extensive experience in the evaluation and management of various state and federal funding programs, obtaining $135 million in the past nine years. He has worked with a wide range of local governments to find and obtain the funding necessary to make their capital projects a success. His projects consistently place in the top percentages of funding programs on the local, state, and federal level. In addition to assisting local communities in obtaining funding for capital projects, Ryan has developed Capital Improvement and Strategic Funding Plans for many of their clients. Ryan has been collaborating with Carlos for 18 years. He will identify alternative funding sources for capital improvements.

EDUCATION

Bachelor of Science, Political Science
Florida State University

TOTAL YEARS OF EXPERIENCE

18 years

RELEVANT RECENT EXPERIENCE

City of Fort Myers Parks and Recreation Master Plan
Fort Myers, FL | 2024
Role: Alternative Funding Specialist

Henry County Parks and Recreation Master Plan
Henry County, GA | 2024
Role: Alternative Funding Specialist

Currie Park
West Palm Beach, FL | On-going
Role: Alternative Funding Specialist

City of Decatur Parks and Recreation System Master Plan
Decatur, GA | 2023
Role: Alternative Funding Specialist

City of Hollywood Parks Master Plan
Hollywood, FL | 2021
Role: Alternative Funding Specialist

City of Doral Parks and Recreation Master Plan
Doral, FL | 2017
Role: Alternative Funding Specialist



JASON MORADO (ETC)

Survey Manager + Designer

Jason Morado has over 17 years of experience in the design, administration, and analysis of community market research. He has served as the project manager on community survey research projects for over 500 local government organizations throughout the US. He is experienced in all phases of project management of market research studies, including survey design, developing sampling plans, quantitative and qualitative analysis, interpretation of results and presentation of findings. His areas of emphasis include citizen satisfaction surveys, parks and recreation needs assessment surveys, community planning surveys, business surveys, and transportation studies. Jason has been collaborating with Carlos for 17 years. Jason will lead the development of the survey for this project.

EDUCATION

Master of Business Administration
Webster University, 2009

Bachelor of Science, Business Administration/ Marketing
Avila University, 2000

TOTAL YEARS OF EXPERIENCE

17 years

RELEVANT RECENT EXPERIENCE

City of Fort Myers Parks and Recreation Master Plan
Fort Myers, FL | 2024
Role: Survey Manager

Henry County Parks and Recreation Master Plan
Henry County, GA | 2024
Role: Survey Manager

City of Miami Parks and Recreation System Master Plan
Miami, FL | 2023
Role: Survey Manager

City of Boynton Beach Parks and Recreation System Master Plan
Boynton Beach, FL | 2023
Role: Survey Manager

City of Decatur Parks and Recreation System Master Plan
Decatur, GA | 2023
Role: Survey Manager

City of Ormond Beach Parks Master Plan
Ormond Beach, FL | 2021
Role: Survey Manager

3. Approach and Timeline for Preparation

The PP+D Team understands that the City of Desitn would like to develop a Parks and Recreation Master Plan (PRMP). As noted in the RFP, the plan should inventory the current parks and recreation system, including facilities, personnel, services, customer base, equipment, and management practices. It should also establish a roadmap for balanced facilities and amenities, aligned with the City's Comprehensive Plan 2020. Additionally, PP+D understands that the City would like the plan set achievable goals, policies, guidelines, and priorities, and include a Capital Improvement Plan, a Facility and Grounds Maintenance and Management Plan, and a funding options analysis.

The PP+D Team has reviewed the Scope of Work included in the City's RFP and finds it consistent with the Scope of Work that the PP+D Team has used to collectively complete over 400 Parks and Recreation Master Plans for agencies throughout the United States.

We have organized all of the City's proposed scope items under our typical, five phase approach that is time-tested, proven, and based on the research and the latest thinking in the parks and recreation industry. *For the City's consideration, we have also recommended adding a few tasks that we have found to be important. These are shown in green italic fonts.*

Prior to commencing the project, should the PP+D Team be fortunate to be selected for the project, we would conduct a "Scoping Workshop" - at no cost to the City - to review and discuss the project scope to make sure that it meets the City's specific needs.

PP+D takes pride in being very flexible and nimble with our Clients. If throughout the project the City learns that it is more beneficial for the project that we move, replace, remove, or adjust tasks, we are happy to do it to ensure that the City achieves their ultimate goal of having the plan adopted.

Scope of Work

Phase 1 – Context Analyses

Phase I is designed to establish a strong foundation for the master planning process through the analysis of three Contexts:

- Planned Context - Review of previous City planning studies.
- Demographic Context - Review of City's existing and projected demographics.
- Park System Context - Assessment of the existing state of the City's parks and recreation system.

Following are the tasks that PP+D proposes to complete for the Context Analyses Phase.

1.1 Project Management + Coordination: PP+D will coordinate our work with the City's Project Manager. PP+D will hold regular bi-weekly meetings with City staff depending on the phase of the project to review progress, present information, and discuss the direction of remaining portions of the project. In an effort to keep the project on schedule, we have found that pre-scheduling project milestone dates such as deliverable submittal dates, City review periods, public engagements, presentations, etc., is key to the project remaining on schedule. We will work with the City to develop this schedule and will review it during each review meeting to maintain momentum and/or make any revisions deemed necessary.

1.2 Project Branding: We have found that developing a brand for the project enhances awareness and public input for the project. PP+D proposes to develop three project brand options for the City including logos, fonts, and colors and submit them to the City for review. PP+D will revise one of the selected options per the City's comments and develop a final brand for the project. PP+D will then use the logo to develop business cards for the project that can be distributed to encourage participation in the planning process. Additionally, the project brand will be included in all project documents.

1.3 Interactive Project Website: *PP+D propose to develop an interactive project website for the project. We propose using third party providers such as Publicinput.com or Social Pinpoint or similar that allow the project to no only have a presence in the internet, but also allow visitors to provide feedback about the process as desired by the City in multiple languages*.

1.4 Project Kick-Off Meetings: PP+D will complete Kick-Off Meetings with City Staff and the Parks and Recreation Advisory Board. The purpose of the kick-off meeting will be to establish and discuss any technical and/or policy issues, objectives for the project, including confirming roles and responsibilities and finalizing the project methodology, scope of services, timeline and format and content of deliverables. PP+D will develop a meeting summary and submit to the City for review.

1.5 Review of Existing Conditions: Parks and Recreation Master Plans are never completed in a vacuum. PP+D will complete an existing plan and context review for all relevant surveys, studies, and planning documents from the City that may influence the plan. PP+D will provide a brief summary of the documents to identify relevant data that may include, but may not be limited to existing and proposed goals, objectives, policies, initiatives, standards, and projects.

1.6 Demographic and Trends Analysis: PP+D and PROS Consulting will also review demographic data for the City the latest trends in the parks and recreation industry. This data is important for providing the City with a data-driven, analytical framework. This framework is particularly important for understanding implications associated with existing and future park land, recreational facilities, program needs, operations, and maintenance.

1.7 Inventory + Base Map: PP+D will work collaboratively with staff to compile a comprehensive inventory of the existing and planned parks, trails, open spaces, and facilities. PP+D will also develop a GIS-based map that will illustrate the location, and type of each park. PP+D will

submit the base map and inventory for the City's review to ensure accuracy and consistency and will revise the map and inventory per the City's written comments.

1.8 Park Site Evaluation: PP+D will spend four (4) days visiting parks using our custom Parks Evaluation Form as a starting point. Prior to these visits, we will work with the City to modify our Parks Evaluation Form to analyze the City's parks and recreation amenities (playgrounds, ball fields, trails, natural areas, special facilities, etc. for connectivity, functionality, accessibility, condition, comfort, and convenience, from both resident and visitor perspectives, based on community values. The form is a result of our experience in completing over four-hundred Parks and Recreation Master Plans nationwide. This evaluation helps us develop a "baseline" understanding of how well the current system functions and meets the community's need from both a resident and visitor perspective.

Lastly, while completing park evaluations, we will randomly interview park users, dog walkers, joggers, and other residents/visitors we encounter.

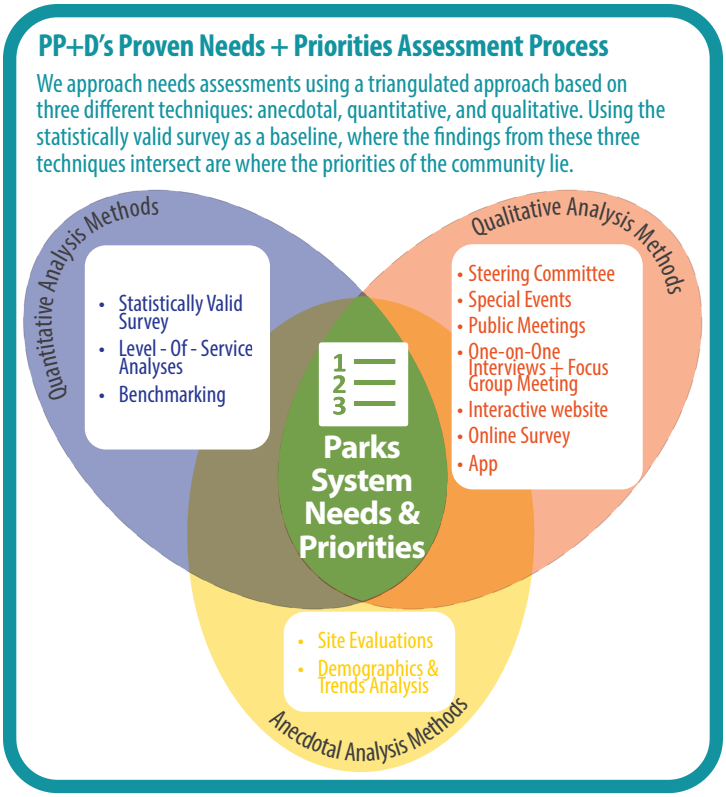
1.9 Program Analysis and Departmental Fee Philosophy: PROS Consulting will provide an assessment and analysis of the Parks and Recreation Department's current level of programs and revenue sites. This analysis will include inventory programmatic facilities, current and future personnel needs, and current and proposed services.

PROS will also review fees and develop a departmental fee philosophy, based on the City's Cost Recovery Program, through benchmarking best practices in comparable cities, community, and departmental input, etc. PROS will also complete a review of the fee structure for activities and programs to determine if fees can sustain the programs while remaining affordable and avoiding a decline in participation and program viability . Findings from this analysis will be used in Phase 3-Vision, to develop recommendations.

1.10 Facility Maintenance Management Plan: PROS Consulting will complete a facility maintenance and management plan for Recreation/ Community Centers and other built structures within the Parks and Recreation Department. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment management.

1.11 Grounds Maintenance Management Plan: PROS Consulting will prepare a Grounds Maintenance Management Plan for the grounds maintained by the Parks and Recreation Department. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment management.

1.12 Existing Conditions Summary Document: PP+D will compile all the information and data completed for Phase



I and will develop a summary document of the Existing Conditions. The Existing Conditions Summary will identify major issues, concerns, challenges, opportunities, and constraints. PP+D will submit the summary document to the City for review and will make revisions per the City's written comments.

Phase 1 Deliverables:

- *Existing Conditions Summary Document*
- *Meeting Minutes + Summaries*

Phase 2 – Needs + Priorities Assessment

We approach needs assessments using three different techniques: anecdotal, quantitative, and qualitative. The anecdotal techniques were covered in Phase 1 - Task 1.8: Park Site Evaluations. Phase 2 will focus on the qualitative and quantitative techniques. Following are specific types of public engagement techniques that we would recommend to gain public support for the project.

The following public engagement techniques are all based on PP+D's philosophy for public engagement:

"Bring me in early, and I'm your partner. Bring me in late, and I'm your judge"

Our process aims to develop partners that can help the City achieve its goals and objectives, including gathering specific information about services, use, preferences, and any agency strengths, weaknesses, opportunities, and threats; and implement well-organized and directed activities, techniques and formats that will ensure that a positive, open, and proactive public participation process is achieved.

2.1. Engaging In-Person Public Workshops: PP+D will conduct three (3) public meetings. We have found that including a multitude of exercises in various stations

Engaging + Dynamic Public Workshops

Public workshops are typically the most visible qualitative technique method. In order to ensure that we not waste resident's time but rather make residents feel like they have effectively contributed to the process, we strive to provide a variety of engaging exercises in our public workshops.



Each of our public meetings begins with a brief 5 to 10 minute Power Point Presentation that provide attendees with a brief overview of the project and public workshop process.



Following the presentation, the public workshop transitions into a public open house format where residents have at least five (5) different exercise stations that they can visit to provide input. These typically include the following:

- **Facility Needs and Priorities Matrix** – Attendees are given dots to place on photos of facilities that they feel are most important, but not being adequately provided by the City.
- **Programmatic Needs and Priorities Exercise** - Attendees are given dots to place on photos of programs that they feel are most important, but not being adequately provided by the City.
- **Funding Priority Buckets Exercise** – Buckets are placed on a table, each with different capital and programmatic funding priorities. Attendees are given 2 sets of ten coins, each worth $10 and are asked to distribute the $100 in the funding priorities that they feel are most important.
- **Open Discussion with the Director(s)** – Flip charts are placed in a corner of the room where the Director(s) and representative of the PP+D Team stand to speak and document whatever topic is on an attendees mind.
- **Improvements to Specific Parks** – Aerial photographs of parks are printed on 24" x 36" plots and placed throughout the room. Residents are asked to provide comments on Posted-Notes of the park improvements they would like to see happen on each of the parks and are asked to place those improvements on the specific location of the park that they would like to see the improvement happen.







We have also found a way to complete similar exercises virtually using platforms such as Zoom, Social Pinpoint, and Mentimeter.

Findings from these qualitative technique methods are then compared with the findings from our anecdotal and quantitative techniques to see where we repeatedly hear and see specific patterns. The needs that we see and hear repeatedly throughout the various techniques are typically indicative of the priority needs. Using this transparent, engaging, and dynamic approach has helped us maximize public support for our Client's plans.

positioned throughout the room keeps attendees engaged while allowing the City to collect important information (See green text box on the following page). PP+D will develop a meeting summary and submit to the City for review.

2.2. One-on-One Interviews + Focus Group Meetings: PP+D will conduct up to sixteen (16) one-on-one interviews with key stakeholders including elected officials, the City Manager, and other key stakeholders. We have found that one-on-one meetings are invaluable for obtaining candid information and insights that help inform and address the priority parks and recreation needs and opportunities within the community. PP+D will also meet with Focus Groups intended to expand the overall number of participants and age range of participants including, but not limited to businesses, visitors, Destin Parks Foundation, seniors, children, youth, young adults, families, ethnic groups, etc. PP+D will develop meeting summaries and submit them to the City for review.

2.3. Statistically Valid Survey: PP+D will work with ETC Institute to create a statistically valid mail-in and telephone survey. PP+D and ETC will work with the City to develop a questionnaire that is appropriate for the City. Once approved by the City, ETC Institute will conduct a statistically valid community-wide needs assessment to determine needs, desires, and willingness to pay. ETC will evaluate the nature in which City of Marco Island's existing parks, facilities, and recreation programming meet, or do not meet user demands and expectations.

2.4. Online Survey: PP+D will complete an online survey via "Survey Monkey" or a similar on-line survey platform that the City is comfortable with, to expand the reach of public engagement. PP+D will use a slightly modified version of the statistically-valid survey for the online survey. PP+D will compile the findings from the online survey into a summary report of findings, and provide the City both with the summary as well as the raw survey results.

2.5 Special Events Input: *PP+D proposes to attend up to two (2) special events during the Needs + Priorities Assessment phase of the project to collect additional input. In preparation for these events, PP+D will work with the City to provide the City with necessary graphical files for the City to print large banners, Step-And-Repeats, shirts, and other promotional elements that can be used to promote the project during the events. We have found that attending these events allows*

us reach people that otherwise may have not attended a public workshop.

2.6 Virtual Community Meetings: *PP+D propose to conduct (2) virtual community meetings. PP+D will work with the City to determine the appropriate exercises to conduct during the virtual meetings, which will be based on the exercises completed during the In-Person Community Meetings. PP+D will develop a meeting summary and submit to the City for review.*

2.7 Existing Level of Service Analysis: Unlike other planning disciplines such as transportation, waste water, potable water, etc., there are no standards or guidelines for the Level of Service (LOS) that parks and recreation departments should provide their residents. In order to assist the City in developing appropriate LOS standards, PP+D will analyze existing LOS for the following elements to establish a baseline understanding of the City's current LOS:

- **Acreage LOS –** Acreage in a ratio to the community's population (acres per 1,000).
- **Indoor Recreation Center and Aquatics Space LOS –** Quantity of square footage of indoor recreation center and aquatics facilities space per capita.
- **Facilities/Amenities LOS –** Facility/amenity capacity in a ratio to the community's population, and comparing against a standard or guideline. PP+D proposes to conduct Facilities/Amenities LOS for key facilities/ amenities in the system based on the priorities identified in the Statistically-Valid Survey.
- **Access LOS –** Travel distances to parks and individual facilities such as playgrounds, ball fields, trails, natural areas, special use facilities, etc. The best Access LOS analysis uses the exiting roadway to determine access, rather than "as the crow flies" radii around facilities. Additionally, we identify physical barriers, both man-made and natural, to provide a realistic access level service area. These barriers may include roads that while containing sidewalks, may not be safe to cross due to a variety of factors that, through our experience, we have identified to be important in determining a streets' crossability.
- **Quality LOS –** Quality of facilities across the community.
- **Funding LOS –** Parks and recreation operations and maintenance spending, capital spending, and total parks and recreation spending per park and non-park acre.
- **Staffing LOS -** Staff in a ratio to the community's population (FTE's per 10,000).

PP+D will then benchmark LOS findings to available standards such as National Recreation and Parks Association (NRPA) Park Metrics standards. PP+D will produce a series of maps and tables that illustrate this data and analysis. Findings will be particularly important for tasks outlined in the Phase 3-Vision and Phase 4-Implementation.

2.8. Needs + Priorities Assessment Summary Document: PP+D will compile all the information and data completed for Phase 2 and combine the findings with the findings from Phase 1-Context Analyses and develop a summary document.

PP+D will develop a Power Point Presentation that summarizes the findings from Phase 2 and combines it with the presentation from Phase 1. PP+D will submit the summary document and Power Point Presentation to the City for review and will make revisions per the City's written comments.

2.9. Parks and Recreation Advisory Board Presentation: PP+D will present the findings from the Context Analyses and Needs and Priorities Assessment to the Parks and Recreation Advisory Board and update it based on approved comments from the City.

2.10. One-on-One Interviews with Elected Officials: PP+D has learned that taking the time to meet one-on-one with the elected officials in specific and key phases of the project, is critical to receiving final City Council acceptance and approval of a plan. These one-on-one interviews encourage candid and invaluable input that help garner support for the project. PP+D will complete virtual one-on-one interviews with the elected officials to share with them the findings from the existing conditions and needs and priorities assessment.

2.11. City Council Presentation: PP+D has learned that presenting to the City Council at key points in the process is critical to receiving final approval of the plan. To that end, PP+D proposes to share the findings from the Context Analyses and Needs and Priorities Assessment with the City Council.

Phase 2 Deliverables:

- *Digital files of Needs + Priorities Assessment Summary Document and Power Point Presentation including maps, charts, and tables*
- *Meeting Minutes + Summaries*

Phase 3 – Vision

This Visioning Phase is unique to our process and was developed based on our extensive parks and recreation system master planning experience. PP+D believes that cities can achieve multiple benefits for residents through a collaboratively parks and recreation visioning process. Local residents, stakeholders, and City staff provide invaluable and intimate knowledge of the public realm that enriches the vision for the City and makes it more relevant, implementable, and sustainable. This phase begins with a Visioning Workshop. These workshops can be small staff-focused session or public and stakeholder-based efforts.

Regardless of the scale of the Visioning Workshop that the City may desire, it will provide an additional opportunity for City staff and/or residents and stakeholders to get involved in the planning process. Following are the tasks that PP+D proposes to complete for the Visioning Phase.

3.1. Parks and Recreation System Visioning Workshop: PP+D will complete a one (1) day Visioning Workshop to develop appropriate responses, goals, and objectives that articulate a clear vision and "road map" and model for the Parks and Recreation system. This will include, but may not be limited to: Provide useable and workable definitions and recommendations for designated park and open space with acreages and parameters defined

as appropriate; Identifying the best possible providers of community and recreation services and recommend ways to minimize duplication and enhance partnerships where appropriate; Develop a definitive program for acquisition and development of parkland, recreation facilities, open space, trails and parks maintenance and administration of facilities for the future; Provide a clear plan for development of programming direction based on standards and demand analysis.

Additionally, PP+D will consider the following elements i the vision:

- Improve trail connectivity and walkability between facilities.
- Sports Tourism Expansion.
- Eco Tourism Expansion.
- Sustainability

3.2. City-wide Parks and Recreation System Vision Summary Document: Based on the findings from Phase 1-Context Analysis, Phase 2 -Needs + Priorities Assessment, and Task 3.1: Visioning Workshop, PP+D will refine and finalize recommendations. PP+D will submit the summary document to the City for review and will make revisions per the City's written comments.

3.3. Order of Magnitude Capital and Operations Costs Estimate: PP+D will prepare an order of magnitude, planning level cost estimate for parks and recreation recommendations (unadjusted for inflation to prevent future cost sprawl). Costs will include order of magnitude capital and operations costs. PP+D will submit the costs estimate to the City for review and will revise per the City's written comments.

3.4. Parks and Recreation Advisory Board Presentation: PP+D will present the Parks and Recreation System Vision to the Parks and Recreation Advisory Board. PP+D will develop a meeting summary and submit to the City for review. PP+D will collect input and will make revisions as deemed appropriate by the City.

Phase 3 Deliverables:

- *Parks and Recreation System Vision Summary Document + Power Point Presentation*
- *Order of Magnitude Capital and Operations Costs Estimate*
- *Meeting Agendas + Meeting Minutes*

Phase 4 – Implementation Strategy

Critical to realizing a vision is establishing a thoughtful and phased implementation strategy. Different from the vision, the implementation strategy will take elements from the vision and based on the findings from the needs assessment, suggest a phased, multi-year approach to implementing the vision. Following are the tasks that PP+D proposes to complete for the Implementation Phase.

4.1. Funding Options: PP+D will coordinate with the City's Finance Department to determine realistic future funding opportunities and amounts. This will include the following:

- A review of property and sales tax flows within the City and County, and how these support the City General Fund, aiming to balance funding needs with the City's millage rate cap.
- A review of the City's chartered millage rate cap, comparing it to similar cities in Florida and exploring its long-term consequences (both positive and negative).
- An exploration of methodologies for setting Development Impact Fees for future use by the City.

Additionally, RMPK Funding will identify a variety of different alternative funding sources, programs, and strategies that have been used by park systems in Florida and across the U.S. to leverage and stretch the City's available funding.

4.2. Prioritization Strategy and Project Scoring: PP+D will work with the City to develop a CIP Prioritization Strategy that aligns with the findings from Phase-1 Context Analysis, Phase 2-Needs + Priorities Assessment, and Phase 3–Vision. It is envisioned that this prioritization strategy will include criteria, metrics, and weights to score proposed projects. PP+D will score the projects and share a draft list of the projects with the City for review and will make revisions per the City's written comments.

Each project will include a description, cost estimate the percentage of capacity increase (eligible for Development Impact Fee usage), future maintenance burden, and priority (high, medium, low). The plan will be formatted for easy transfer to Excel and will inform the 5-Year Capital Improvement Plan, guiding City Council's decisions on Development Impact Fee rates and funding strategies.

4.3. Implementation Strategies Summary Document: Based on findings from Phase 1-Context Analysis, Phase 2 - Needs + Priorities Assessment, Phase 3–Vision, Task 4.1: Funding Options, and Task 4.2: Prioritization Strategy and Project Scoring, PP+D will develop an implementation strategy that includes strategies, priorities, budget support, and funding mechanisms for the short-term, mid-term, and long-term. The Implementation Strategy will be organized around the following topics:

- Funding Options
- Prioritization Strategy
- Prioritized CIP Projects
- Staff Actions

Phase 4 Deliverables:

- *Digital files of Implementation Strategy including maps, charts, and tables*
- *Meeting Minutes + Summaries*

Phase 5 – Final Report + Approval

Phase 5 gathers all the information developed during the project and compiles it into one holistic and comprehensive document. Following are the tasks that the PP+D Team proposes to complete for the Final Report + Approval phase.

5.1. Draft Final Report + Executive Summary + Power Point Presentation: PP+D will compile the summary documents from Phases 1 through 4 into a draft final document for the City to review. PP+D will complete

a standalone executive summary and PowerPoint Presentation that summarizes key findings from the plan.

PP+D will submit the draft report, executive summary, and PowerPoint presentation to the City for review make revisions per the City's written comments.

5.2. Parks and Recreation Advisory Board and Local Planning Agency Draft Final Master Plan Presentation: PP+D will present the Draft Final Master Plan to the Parks and Recreation Advisory Board and Local Planning Agency (LPA). PP+D will develop a meeting summary and submit to the City for review. PP+D will collect input and will make revisions as deemed appropriate by the City.

5.3. One-on-One Interviews with Elected Officials: PP+D will complete virtual one-on-one interviews with the elected officials to review the Draft Final Master Plan.

5.4. City Council Draft Final Master Plan Presentation: After updating the Draft Final Master Plan based on the input from the Parks and Recreation Advisory Committee, the Planning Board, and the one-on-one interviews with the elected officials, PP+D will present the Final Master Plan to staff and City Council for approval.

Phase 5 Deliverables:

- *Digital files of PowerPoint Presentation and a color version of the Draft Master Plan Report*
- *Digital files of PowerPoint Presentation and a color version of the Final Master Plan Report*
- *Digital files of the Executive Summary document*

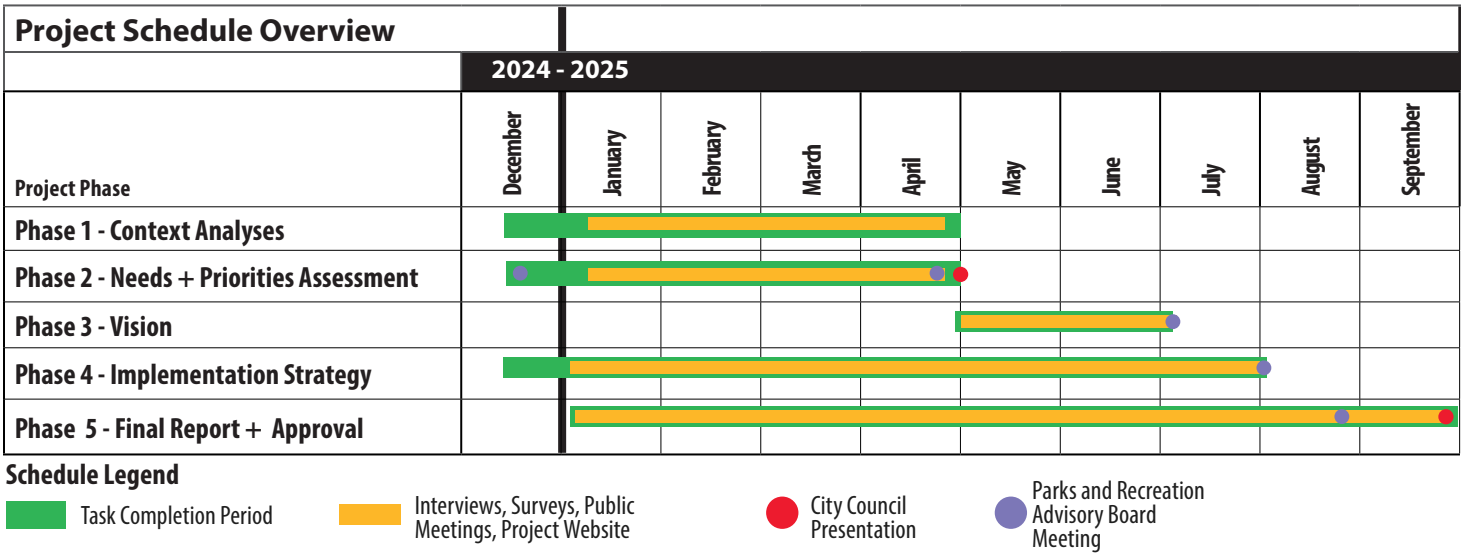
Project Schedule

The PP+D Team understands that the City of Destin Parks and Recreation Department would like to present to the City Council for Approval and Adoption of the Parks and Recreation Master Plan by May 5, 2025 with a final Project Closeout Meeting on May, 14, 2025.

Assuming that the project begins December 18, 2024, it would give the PP+D Team in collaboration with the City 5 months to complete all the technical and public engagement work of the project. Given our experience in working on Parks and Recreation Master Plans with similarly sized agencies, we believe this is a very aggressive schedule; especially considering the Holiday Season, which can present challenges from a public engagement standpoint. Additionally, it is important to note that and Statistically Valid Survey alone typically takes 3-4 months to complete.

Depending on the time of year when these projects are accomplished, we typically recommend a 8-12 month schedule. We recommend pre-scheduling project milestone dates such as deliverable submittal dates, City review periods, public engagement dates, presentations, etc. to help keep momentum. Additionally, we would recommend scheduling bi-weekly review meetings to keep the project moving.

The figure below illustrates a preliminary simplified project schedule for a 10 moth project schedule. We welcome the opportunity to speak with the City regarding the proposed project schedule in more detail and adjusting it per the City's desires.



4. INSURANCE COVERAGE, COPY OF APPROPRIATE STATE, COUNTY, OR CITY LICENSES

Business State Registration

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/20/2024 3:15:34 PM

BUSINESS INFORMATION	
CONTROL NUMBER	14030485
BUSINESS NAME	Perez Planning + Design, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/20/2024
ANNUAL REGISTRATION PERIOD	2024

PRINCIPAL OFFICE ADDRESS	
ADDRESS	878 Peacthree Street, NE, Suite 827, Atlanta, GA, 30309, USA

REGISTERED AGENT		
NAME	**ADDRESS**	**COUNTY**
Carlos F. Perez	878 Peachtree Street, NE, Suite 827, Atlanta, GA, 30309, USA	Fulton

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Carlos Perez
AUTHORIZER TITLE	Manager

Proof of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2024

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PRODUCER	CONTACT NAME: Lacey Frahm
RSC Insurance Brokerage, Inc. 1745 N. Brown Road Suite 250 Lawrenceville GA 30043	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: lfrahm@risk-strategies.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Perez Planning + Design, LLC 878 Peachtree St NE Ste 827 Atlanta GA 30309	INSURER A : Travelers Property Casualty Company of America	25674
	INSURER B : Travelers Casualty Ins.Co of America	19046
	INSURER C : XL Specialty Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2452955925 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6802J831868	07/07/2024	07/07/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/borrowed	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA3T496498	07/07/2024	07/07/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $			CUP1N900075	07/07/2024	07/07/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liability			108077766	07/07/2024	07/07/2025	Each claim Aggregate Deductible	$ 2,000,000 $ 4,000,000 $ 5,000

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

SAMPLE

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage, Inc.

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PRODUCER	CONTACT NAME: Justworks Customer Success
Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	PHONE (A/C, No, Ext): (888) 534-1711 FAX (A/C, No): E-MAIL ADDRESS: support@justworks.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Justworks Employment Group LLC Alt. Emp: Perez Planning + Design, LLC
PO Box 7119 Church Street Station
New York, NY 10008-7119

COVERAGES **CERTIFICATE NUMBER:** 24NY017993847 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 00-94-236-08	06/01/2024	06/01/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2024	06/01/2025	**Client#** 41725-FL	

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

SAMPLE

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

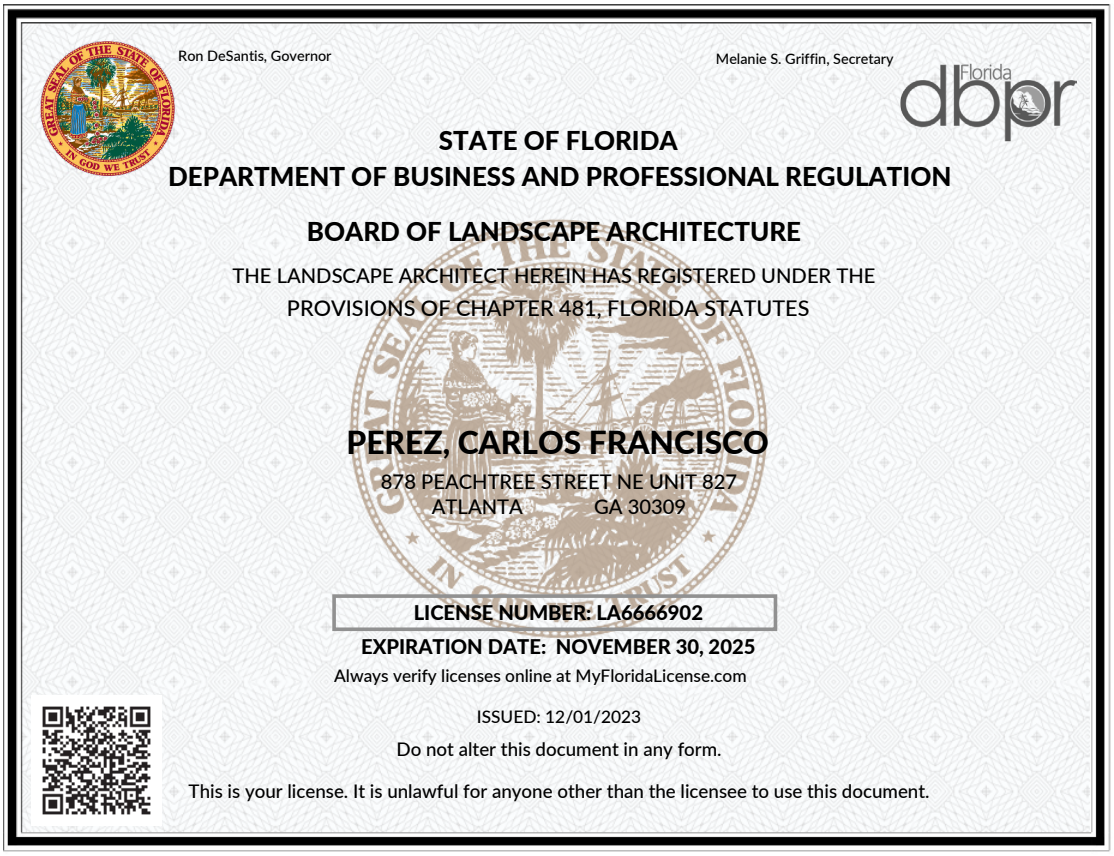
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PEREZ, CARLOS FRANCISCO

878 PEACHTREE STREET NE UNIT 827
ATLANTA GA 30309

LICENSE NUMBER: LA6666902

EXPIRATION DATE: NOVEMBER 30, 2025

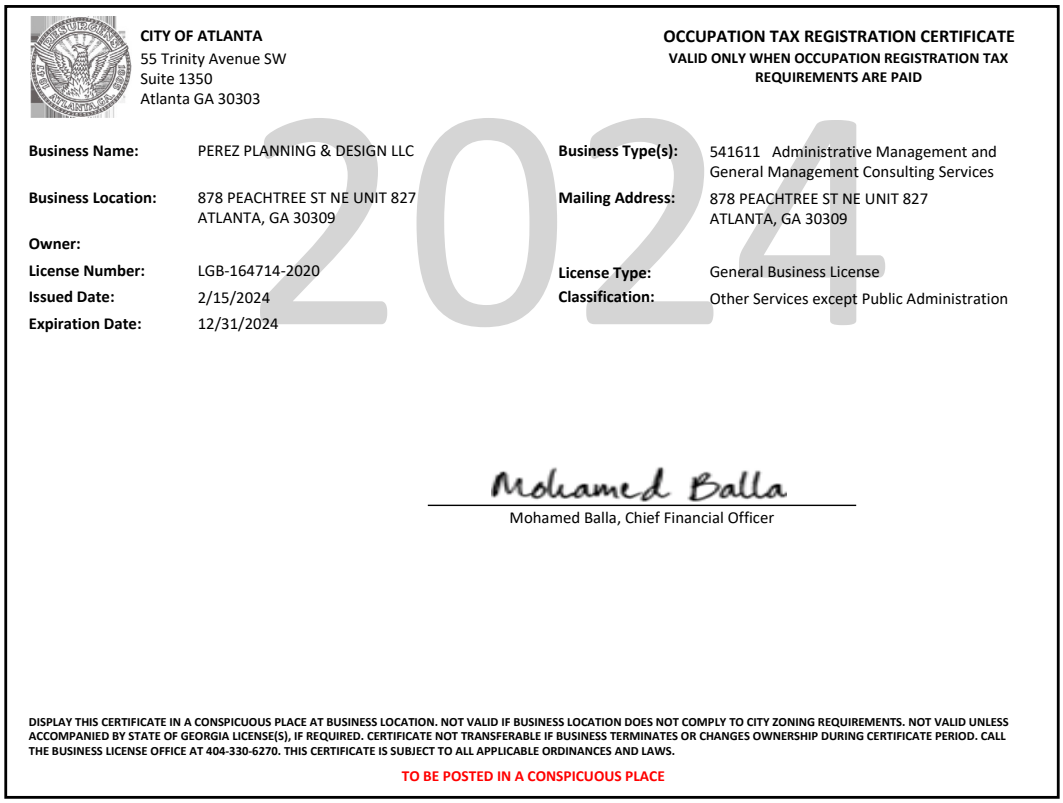
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55 Trinity Avenue SW
Suite 1350
Atlanta GA 30303

OCCUPATION TAX REGISTRATION CERTIFICATE
VALID ONLY WHEN OCCUPATION REGISTRATION TAX REQUIREMENTS ARE PAID

2024

Business Name:	PEREZ PLANNING & DESIGN LLC	**Business Type(s):**	541611 Administrative Management and General Management Consulting Services
Business Location:	878 PEACHTREE ST NE UNIT 827 ATLANTA, GA 30309	**Mailing Address:**	878 PEACHTREE ST NE UNIT 827 ATLANTA, GA 30309
Owner:			
License Number:	LGB-164714-2020	**License Type:**	General Business License
Issued Date:	2/15/2024	**Classification:**	Other Services except Public Administration
Expiration Date:	12/31/2024		

Mohamed Balla
Mohamed Balla, Chief Financial Officer

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5. REFERENCES

CITY OF FORT MYERS PARKS AND RECREATION MASTER PLAN

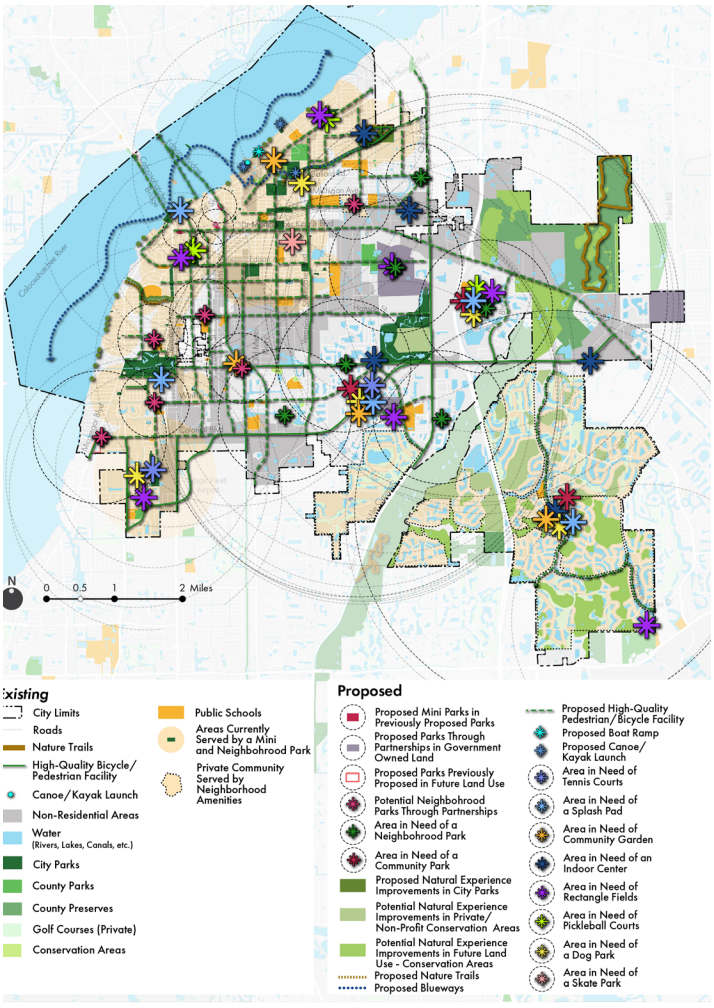
Contact Person: Elgin Hicks - Director
W: (239) 321-7533
E: ehicks@cityftmyers.com

Project Budget: $235,000
Project Completion Date: 2024

Perez Planning + Design, LLC (PP+D) was selected by the City of Fort Myers to complete the City's Parks and Recreation Master Plan. The purpose of the plan was to update the Parks and Recreation Master Plan completed in 2006; assist the City's new Director to restructure the Department, and develop a prioritized Capital Improvement Plan to inform the pursuit of a General Obligation Bond.

PP+D used its proven 5-phase approach to completing the project including Phase 1-Context Analysis; Phase 2-Needs and Priorities Assessment; Phase 3 - Vision; Phase 4 - Implementation; and Phase 5 - Final Plan and Adoption. The Team used a variety of public input strategies to receive input from the public including a mailed Statistically Valid Survey, an Online Survey, In-Person Public Meetings, Special Events, Focus Groups, and a Project Website.

The planning process led to the recommendation of four major Goals - 1) Revitalize. 2) Connect. 3) Expand. 4) Invest. Additionally, these goals included 52 supporting actions and 160 steps with Key Performance Indicators. The City is currently in the process of using the findings for the Master Plan to pursue a $75 Million General Obligation Bond in the November 2024 election. The Plan was adopted unanimously by the City of Fort Myers City Council.



CITY OF MIAMI PARKS AND RECREATION MASTER PLAN

Contact Person: Chris Evans - Director
W: (305) 416-1300
E: CEvans@miamigov.com

Project Budget: $499,000
Project Completion Date: 2023

Perez Planning + Design, LLC (PP+D) served as the Project Lead for the City of Miami Parks and Recreation System Master Plan.

Branded as Reimagine Parks Miami, the purpose of the Parks and Recreation Master Plan was to assess the existing conditions of the parks and recreation system including programs, services, staffing, and funding; Identify parks and recreation trends, needs, and priorities; Provide strategic and resilient recommendations for the improvement and provision of facilities, programs, services, park land acquisition, and development; and meet the requirements for the Commission of Accreditation of Parks and Recreation Agencies (CAPRA) for the re-accreditation of the Department, which the Department achieved.

PP+D used it's proven 5-phase approach to completing the project including Phase 1-Context Analysis; Phase 2-Needs and Priorities Assessment; Phase 3 - Vision; Phase 4 - Implementation; and Phase 5 - Final Plan and Adoption. Public Engagement was a critical part of the project and the Team received public input through a variety of techniques include a mailed Statistically Valid Survey, an Online Survey, In-Person Public Meetings, Virtual Public Meetings, Focus Groups, a Project Website, and an App.

The planning process led to the recommendation of four major Goals with 72 supporting actions and 150 steps with Key Performance Indicators for the City's Parks System - 1) Renew existing facilities programs, and services. 2) Connect the park system seamlessly into the community. 3) Grow the parks system (collaboratively, creatively, and aggressively) to catch-up with the city's growth. 4) Innovate to maximize equitable impact in the community. The Plan was adopted unanimously by the City of Miami Commission.



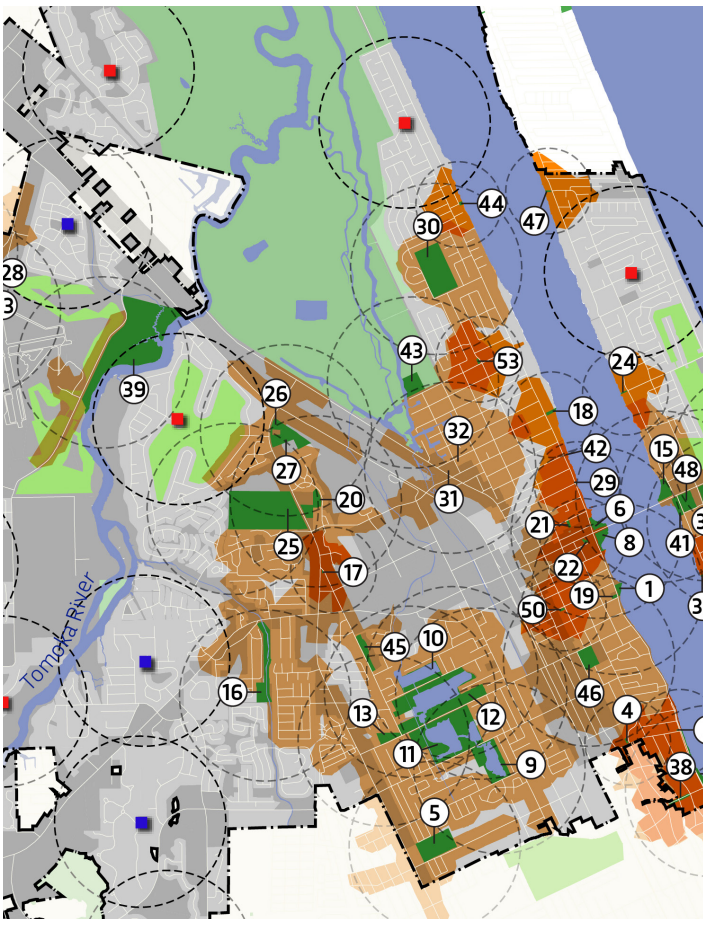
CITY OF ORMOND BEACH PARKS AND RECREATION MASTER PLAN

Contact Person: Robert Carolin - Director
W: (386) 676-3279
E: Robert.Carolin@ormondbeach.org

Project Budget: $125,000
Project Completion Date: 2022

Carlos Perez served as the Project Manager for the City of Ormond Beach Parks Master Plan. The purpose of the Plan was to establish a vision for the continued enhancement and development of the parks and recreation system of the City of Ormond Beach, including the City's Beach Parks.

The Plan followed a 4-step planning process that consisted of an analysis of the City's existing Context, a Needs and Priorities Assessment, a Long Range Vision, and an Implementation Strategy. The Needs and Priorities Assessment process included a variety of quantitative, qualitative, and anecdotal techniques including One-on-One Interviews with Elected Officials and Stakeholders, a Joint Advisory Board, Hybrid In-Person and Virtual Public Meetings, Focus Group Meetings, Site Evaluations, an Online Survey, a Statistically Valid Mail Survey, a variety of Level of Service (LOS) Analyses and Benchmarking. Over 1,100 individuals participated in the process that the led to a consensus of the high-priority parks and recreation needs of the community. These needs led to a Visioning Workshop with staff and stakeholders which informed a City-wide Parks and Recreation System Vision and Implementation Strategy with recommendations. These recommendations included prioritized Capital Improvements with implementation costs, operation costs, and staff actions currently being implemented by the City. The Plan was adopted unanimously by the City of Ormond Beach Commission.



CITY OF SARASOTA PARKS AND RECREATION MASTER PLAN

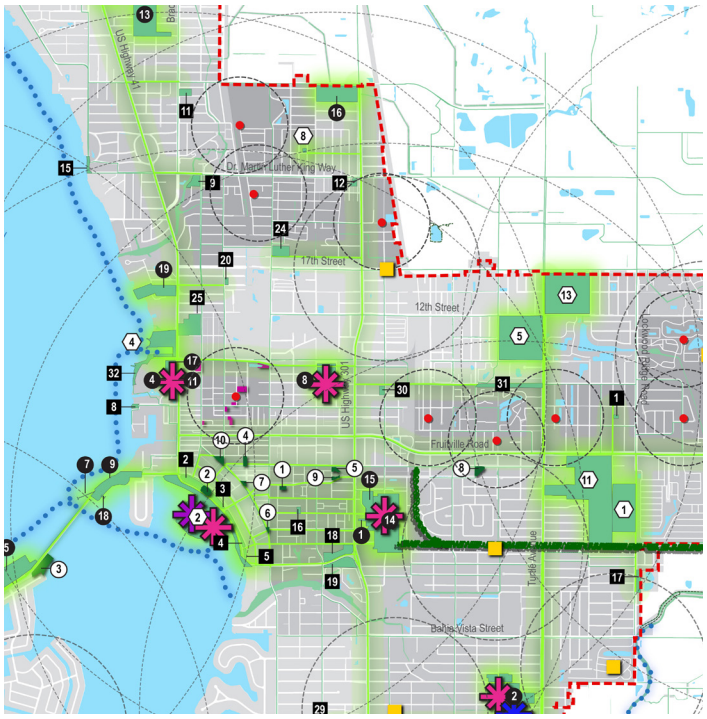
Contact Person: Jerry Fogle - Director
W: (941) 954-2683
E: Jerry.Fogle@sarasotaFL.gov

Project Budget: $140,000
Project Completion Date: 2018

Sarasota's natural beauty, thriving arts scene, and reinvigorated downtown have been getting noticed: in the past years, it has ranked near the top of the list of the "Best Small Cities in America"; one of the "Top 100 Best Places to Live 2018"; among "The South's Best Cities," and one of its "Prettiest Cities".

However, the City's glittering reputation and amenities belie the existence of a population that is struggling. Homelessness continues to be a major challenge, safety concerns in some of the City's poorer neighborhoods make certain recreation prohibitive, and many of the City's parks and recreation facilities are need of improvements. While a Parks and Recreation Master Plan is not a panacea for all the issues facing the City, it can help create a "framework" for a more livable, sustainable, and resilient community that leads to a degree of societal change as well as improving the quality of everyday life for Sarasota's residents.

Carlos Perez served as the Project Manager and Parks Planner for the project. The planning process consisted of four phases, including an evaluation of the existing system, a needs assessment, the development of a long-range vision, and an implementation strategy. The Parks and Recreation Master Plan was completed on schedule, on budget, and adopted unanimously by the City.



"The City of Sarasota has worked with Carlos Perez and hist Team for the past year on a Parks and Recreation Master Plan. I can attest that the level of services provided is of the highest quality."

"The Team was timely in their work and have been readily available and easy to contact to answer our questions. They are also very knowledgable, professional, and personable. I highly recommend the exemplary service of the Team."
- Jerry Fogle, Director

CITY OF BOYNTON BEACH RECREATION AND PARKS MASTER PLAN

Contact Person: Kacy Young - Director
W: (561) 742-6236
E: YoungK@bbfl.us

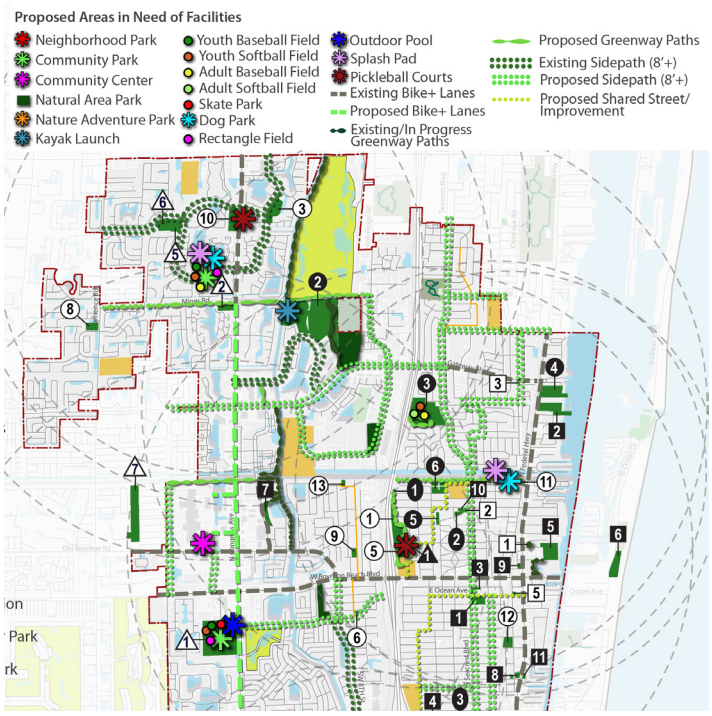
Project Budget: $180,000
Project Completion Date: 2023

Perez Planning + Design, LLC (PP+D) led the development of the City of Boynton Beach Recreation and Parks Master Plan.

A key outcome of the Recreation and Parks Master Plan was to achieve accreditation from the Commission of Accreditation of Parks and Recreation Agencies (CAPRA), which the Department achieved. Related to this requirement, the Recreation and Parks Master Plan assessed the existing conditions of the parks and recreation system including programs, services, staffing, and funding; Identify parks and recreation trends, needs, and priorities; And provide recommendations for the improvement and provision of facilities, programs, services, park land acquisition, and development, including improvements to their Beach Park.

PP+D used it's proven 5-phase approach to completing the project including Phase 1-Context Analysis; Phase 2-Needs and Priorities Assessment; Phase 3 - Vision; Phase 4 - Implementation; and Phase 5 - Final Plan and Adoption. The Team used a variety of public input strategies to receive direction from the public including a mailed Statistically Valid Survey, an Online Survey, In-Person Public Meetings, Virtual Public Meetings, Focus Groups, and a Project Website.

The planning process led to the recommendation of four major Goals - 1) Grow Awareness. 2) Enhance What We Have. 3) Connect Our Recreation and Parks System. 4) Expand Our Recreation and Parks System. Additionally, these goals included 23 supporting actions and 146 steps with Key Performance Indicators. The City is currently in the process of using the findings for the Recreation and Parks Master Plan to advocate for the continuation of the Palm Beach County Surtax in the future. The Plan was adopted unanimously by the City of Boynton Beach Commission.



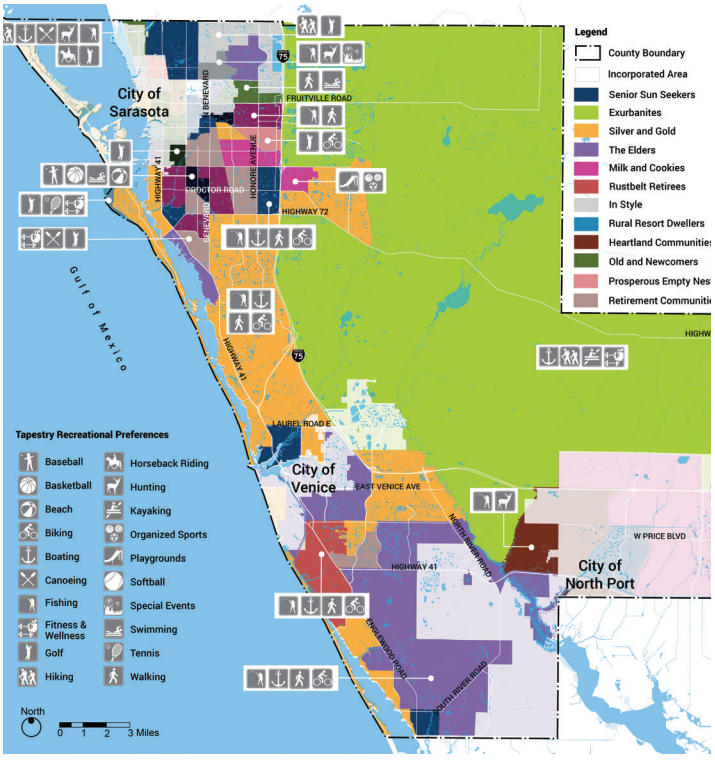
SARASOTA COUNTY PARKS, PRESERVES, AND RECREATION SYSTEM STRATEGIC PLAN

Contact Person: Carolyn Brown - Former Director, Recently Retired
W: (941) 316-1999x 1111
E: cbrown@longboatkey.org

Project Budget: $300,000
Project Completion Date: 2016

Carlos Perez served as the Project Manager / Parks Planner for the Sarasota County Parks, Preserves, and Recreation Strategic Plan (PPRSMP). Similar to the City of Destin Parks and Recreation Master Plan, the purpose of the PPRSMP was to create a clear set of goals, policies and objectives that provide County leaders and the Parks, Recreation and Natural Resources Department (PRNR) with direction for the development, redevelopment and enhancement of the County's parks, trails, natural areas, beaches, and civic spaces for the next 20 years.

During the planning process, it was determined that the traditional suburban classification system for parks and open spaces (e.g. neighborhood, community, and regional parks) has become obsolete and does not reflect the needs of urbanizing communities such as Sarasota County. Carlos and the Team developed a new, three-tiered classification system for each of Sarasota's subsystems. The plan has allowed the County to prepare for a future bond referendum that would facilitate improvements to the County's parks, recreation, natural lands, and beaches.



"Carlos and his Team worked tirelessly with internal staff, external stakeholders, organizations and the public. . . to develop implementation strategies within a "do able" Parks, Preserves, and Recreation Strategic Master Plan that provides focus and guidance over the course of many years into the future. [They] achieved all the project objectives and through their dedication, responsiveness, patience and professionalism exceeded our expectations."
- Carolyn Brown, Former, Recently Retired Director

6. COST FOR SERVICES

Based on the Approach previously discussed, the PP+D Team proposes to complete the project for one-hundred and thirty-one thousand, five hundred dollars ($131,500). The chart on the right illustrates the fee broken down per task as well as the costs for the additional tasks proposed.

We propose a firm, fixed-fee inclusive of all time, materials, and travel. If additional time or work is required to deliver the proposed scope of services, PP+D is committed to doing "whatever it takes" to complete the task to the City's satisfaction, with no cost increases to the City.

PP+D takes pride in providing assistance in a form that truly meets our Clients' needs and building a detailed project approach around a firm, fixed fee to negate any discussion related to change orders. While project needs may evolve during a project, PP+D is always committed to adapting and finding creative solutions that lead to our Client's satisfaction and the project's overall success. We encourage you to ask our References about our commitment to success and our lack of change orders.

Lastly, as we do with all our Clients, we are available to serve in a trusted advisory role after the project's formal conclusion and answer follow-up questions for a successful, long-term implementation.

As noted previously, prior to commencing the project, should the PP+D Team be fortunate to be selected for the project, we would conduct a "Scoping Workshop" - at no cost to the City - to review and discuss the Approach to make sure that it meets the City's specific needs and make any necessary changes. We have never lost a project due to our fees as we are always happy to discuss the scope in detail with our Clients to adjust the fees accordingly to their needs. PP+D takes pride in being very flexible and nimble with our Clients.

If throughout the project the City learns that it is more beneficial for the project that we move, replace, remove, or adjust tasks, we are happy to do it to ensure that the City achieves their ultimate goal of having the plan adopted.

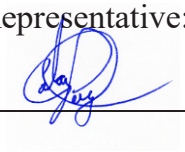
Perez Planning + Design, LLC PROJECT FEE BUDGET		
	ACTIVITY	
Phase I	**PROJECT KICKOFF + CONTEXT ANALYSIS**	
1.1	Project Management Support + Coordination	
1.2	Project Branding	$700
1.4	Project Kick-Off Meeting	$3,500
1.5	Review of Existing Conditions	$1,800
1.6	Demographic and Trends Analysis	$3,200
1.7	Inventory + Base Map	$1,850
1.8	Park Site Evaluation	$7,200
1.9	Program Analysis and Department Fee Philosophy	$8,600
1.10	Facility and Management Plan	$5,900
1.11	Ground Matinenance Management Plan	$9,000
1.12	Existing Conditions Summary Document	$6,000
	Subtotal	**$47,750**
Phase 2	**NEEDS AND PRIORITIES ASSESSMENT**	
2.1	Community Meetings (3)	$5,500
2.2	One-on-One Interviews + Focus Group Meetings (16)	$2,200
2.3	Statistically Valid Survey	$16,000
2.4	Online Survey	$2,000
2.7	Existing Level of Service Analysis	$2,000
2.8	Needs + Priorities Assessment Summary Document	$5,550
2.9	Advisory Board Needs + Priorities Assessment Findings Presentation	$3,000
2.10	One-on-One Interviews with Elected Officials	$1,100
2.11	City Council Needs + Priorities Assessment Findings Presentation	$1,100
	Subtotal	**$38,450**
Phase 3	**VISIONING**	
3.1	Parks and Recreation System Visioning Workshop (1-Day)	$9,300
3.2	City-wide Parks and Recreation System Vision Summary Document	$8,800
3.3	Order of Magnitude Capital and Operations Costs Estimates	$4,000
3.4	Advisory Board Vision Presentation	$1,700
	Subtotal	**$23,800**
Phase 4	**IMPLEMENTATION**	
4.1	Funding Options	$5,200
4.2	Prioritization Strategy and Project Scoring	$3,300
4.3	Implementation Strategies Summary Document	$4,200
	Subtotal	**$12,700**
Phase 5	**FINAL REPORT + ADOPTION**	
5.1	Draft Final Report + Executive Summary + PowerPoint Presentation	$5,000
5.2	Advisory Board and LPA Draft Final Master Plan Presentation	$1,600
5.3	One-on-One Interviews with Elected Officials	$1,100
5.4	City Council Draft Final Master Plan Presentation	$1,100
	Subtotal	**$8,800**
	TOTAL FEE	**$131,500**

ADDITIONAL PROJECT FEES		
1.3	Interactive Project Website	$7,500
2.5	Special Events Input (2)	$6,800
2.6	Virtual Public Meetings (2)	$4,800

7. FORMS

Signature and Certification:

Name and Title of Authorized Representative: Carlos Perez - President
(Print or Type)

Signature: 

Date of Bid: September 23, 2024

Note: See RFP Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject all Proposals or portions thereof, to waive minor defects in the process and to accept the Proposal or any combination of Proposal Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Proposer based upon their proposal or negotiation as may be necessary to meet grant funding or completion requirements.

ATTACHMENT #1 - RFP 24-03-REC

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract

2. This sworn statement is submitted Perez Planning + Design, LLC whose business address is 878 Peachtree Street NE, Suite 827, Atlanta, GA 30309 and (if applicable) Federal Employer Identification Number (FEIN) is 46-5212000 If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Carlos Perez and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime after July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

Date: September 23, 2024

STATE OF GEORGIA
COUNTY OF Fulton

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 23rd day of September, 2024, and is personally known to me, or has provided as identification.

Notary Public
My Commission expires:

Dexter Leon Mitchell NOTARY EXPIRES GEORGIA 8/22/27 PUBLIC Clayton COUNTY

ATTACHMENT #2

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFP) NO. 24-03-REC,

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Perez Planning + Design, LLC

ADDRESS: 878 Peachtree Street, NE, Suite 827

CITY: Atlanta STATE: GA ZIP CODE: 30309

TELEPHONE NUMBER: (404) 416-0114

SIGNATURE: _____ DATE: September 23, 2024

NAME (TYPED OR PRINTED): Carlos Perez

TITLE: President

Perez Planning + Design, LLC
www.perezpd.com

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS (RFP) NO. 24-03-REC

PARKS AND RECREATION MASTER PLAN CONSULTANT

City of Destin, Florida
July 26, 2024

K Strickland on behalf of L Zunguze

Louis Zunguze
City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

NOTICE TO BIDDERS

The City of Destin seeks proposals from qualified consultants to develop a Parks and Recreation Master Plan. The plan should inventory the current parks and recreation system, including facilities, personnel, services, customer base, equipment, and management practices. It should also establish a roadmap for balanced facilities and amenities, aligned with the City's Comprehensive Plan 2020.

The City requires a system-wide evaluation of parks and recreational facilities. The plan should set achievable goals, policies, guidelines, and priorities, and include a Capital Improvement Plan, a Facility and Grounds Maintenance and Management Plan, and a funding options analysis.

Specifications for this project are available from the City Clerk's Office at 4200 Indian Bayou Trail, Destin, Florida 32541. Contact the Clerk's Office to be placed on the Plan-holders List. Submissions must be received in a sealed envelope marked "RFP No. 24-03-REC, PARKS & RECREATION MASTER PLAN" with the bidder's name, return address, and telephone number by 2:00 p.m. Central Time on Thursday, September 26, 2024, at which time they will be opened and read aloud. The City reserves the right to reject all proposals or portions thereof, waive minor defects and informalities, or accept the proposal(s) deemed in the City's best interest.

Louis Zunguze
City Manager

City of Destin, Florida
Request for Proposals (RFP) No. 24-03-REC
Parks and Recreation Master Plan Consultant

Proposals Due: THURSDAY, 9/26/2024, 2:00 PM

Invitation and Project Description

See Notice to Bidders Published

Background

The City of Destin, spanning 7.5 square miles in the southeast corner of Okaloosa County, Florida, is located on a peninsula bounded by the Gulf of Mexico, East Pass, the harbor, bayous, and Choctawhatchee Bay comprising of more than 27 miles of shoreline. It lies 50 miles east of Pensacola, 39 miles west of Panama City Beach, and 30 miles south of Crestview. Once a fishing community, Destin is now a popular resort destination and a desirable home for professionals and retirees.

With a year-round population of about 14,000, which can surge to nearly 100,000 during tourist season, the city experiences significant impacts on its parks and recreational facilities. According to the 2022 U.S. Census, 18% of Destin's population is aged 0-18, 19% are seniors (65+), and the median household income is $86,777.

Destin features 21 parks, 12 public beach trails (totaling 100 acres), one Community Center, and three sports complexes. The city also has agreements for the use and maintenance of 14.5 acres of school open space.

The master plan aims to address the current and future needs of Destin's parks and recreation system, accommodating both the year-round population and the seasonal influx of visitors. The process involves: 1) Master Planning, 2) a 5-year Capital Improvement Plan, and 3) a rate and impact fee study. This will help the City Council understand the issues, set policy, and establish funding decisions.

Scope of Work

The master plan will include the following four key components:

1. Park Facilities and Recreation Program Analysis

The purpose of this task is to provide an assessment of park facilities, recreation programs and revenue sites. This analysis is critical for determining facility, programming, and revenue strategies necessary to meet the needs of users and sustain and preserve facilities. This section will include inventory facilities, current & future personnel needs, and current & proposed services. Information from the current comprehensive and redevelopment study will be shared with the consultant.

2. Facility Maintenance Management Plan

The Facility Maintenance Management Plan will be for Recreation/Community Centers and other built structures within the Parks and Recreation Department. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment management.

Information from the City's Facility Condition and Needs Assessment will be provided to the consultant.

3. Grounds Maintenance Management Plan
Prepare the Grounds Maintenance Management Plan for the grounds maintained by the Parks and Recreation Department. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment management.

4. Departmental Fee Philosophy,
Review fees and develop a departmental fee philosophy, based on the City's Cost Recovery Program, through benchmarking best practices in comparable cities, community, and departmental input, etc.

Scope of Work, tasks in depth.

Inventory of the Current Parks and Recreation System: This section will inventory facilities, personnel, services, customer base, equipment, and current management practices (including preventative maintenance, work management, asset lifecycle management, customer feedback, performance measurements, staffing levels, and equipment management). The goal is to understand the system's comprehensive nature. To Support Section 1 the consultant shall compile an inventory and assessment of existing parks, trails, open spaces, and facilities with City staff assistance. Include a comparative analysis of similar-sized communities using nationally accepted standards. Evaluate each amenity (playgrounds, ball fields, trails, natural areas, special facilities, etc.) for capacity, connectivity, functionality, accessibility, condition, comfort, and convenience, from both resident and visitor perspectives, based on community values. Identify the best possible providers of community and recreation services and recommend ways to minimize duplication and enhance partnerships where appropriate.

Community and Vision Alignment: This section will review the Council's vision and survey the community for input, analyzing current and future program offerings based on this feedback. The consultant will create and implement a comprehensive citizen involvement strategy for the Master Plan, ensuring participation from residents, businesses, visitors, Destin Parks Foundation and other stakeholders. They will conduct at least three public meetings and two focus groups, including full-time residents, visitors, and business representatives. Additionally, the consultant will hold at least two progress update meetings with the Parks and Recreation Advisory Board. As facilitators, they will gather information on services, use, preferences, and identify strengths, weaknesses, opportunities, and threats. The strategy will ensure a positive, proactive public participation process, using well-organized activities and techniques, and providing written summaries of all input. The consultant will build consensus and provide information for City Council decision-making if consensus is not possible. They will use methods to hear from as many people as possible, including both users and non-users of services.
The strategy will also include a statistically valid community needs assessment survey, accurately sampling the community to identify needs and issues in recreation and park programs and facilities. The survey will target full-time residents and business owners, using data from the City's Comprehensive Plan, the 2022 Citizen's Survey, and other sources to inform Sections 3 and 4 of the Master Plan.

Comprehensive Planning and Management:

a. Capital Improvement Plan: Each project will include a description, cost estimate (unadjusted for inflation to prevent future cost sprawl), the percentage of capacity increase (eligible for Development Impact Fee usage), future maintenance burden, and priority (high, medium, low). The plan will be formatted for easy transfer to Excel and will inform the 5-Year Capital Improvement Plan, guiding City Council's decisions on Development Impact Fee rates and funding strategies. To support Section 3a the consultant shall consider the following elements in addition to others identified by the master planning process:

-Improve trail connectivity and walkability between facilities.
-Develop a set of prioritized recommendations for interconnecting walking/biking pathways.
between City Parks (and other City facilities) making it a desirable means of accessing the facilities while encouraging healthy physical activities.
-Sports Tourism Expansion.
-Prioritize recommendations for needs regarding acquisition and/or development of additional sporting venues to encourage sports tourism in Destin.
-Eco Tourism Expansion.
-Prioritize recommendations for needs regarding land acquisition, and the development of parks, open space, and recreation facilities to encourage Eco-Tourism in Destin.
-Sustainability
-Develop a set of prioritized recommendations for maintenance and renovation of parks, trails, and recreation facilities, which shall be clear from the Capital Improvement Plan and Maintenance Plan.

b. Facility and Grounds Maintenance and Management Plan: This plan will cover preventative maintenance, work management, asset lifecycle management, customer feedback, performance measurements, staffing levels, and equipment management to support the Capital Improvement Plan.

Section 4. Funding Analysis: The plan will analyze funding options for transitioning the City to the desired future state, including:

a. A review of property and sales tax flows within the City and County, and how these support the City General Fund, aiming to balance funding needs with the City's millage rate cap.
b. A review of the City's chartered millage rate cap, comparing it to similar cities in Florida and exploring its long-term consequences (both positive and negative).
c. An exploration of methodologies for setting Development Impact Fees for future use by the City.
d. A review of the fee structure for activities and programs to determine if fees can sustain the programs while remaining affordable, avoiding a decline in participation and program viability.

<u>Project Timeline</u>

09/26/24: RFP Submission Deadline
10/24/24: Proposal Review and Evaluation
11/04/24: Selection of Consultant and Award Notification
12/18/24: Kickoff Meeting
05/05/25: Final Master Plan Submission to City Council
05/05/25: City Council Approval and Adoption of Master Plan
05/14/25: Final Project Closeout Meeting

Events and Deliverables
Kickoff Meeting
Submission of Detailed Project Plan by Consultant
Completion of Section 1 - Inventory of the Current Parks and Recreation System
Completion of Section 2 - Community and Vision Alignment
Completion of Section 3a - Capital Improvement Plan
Completion of Section 3b - Facility and Grounds Maintenance/Mgmt Plan
Completion of Section 4 - Funding Analysis
Submission of Draft Master Plan to City Council
Public Meeting: Present Draft Master Plan for Community Feedback
Final Master Plan Submission to City Council
City Council Approval and Adoption of Master Plan
Final Project Closeout Meeting

Progress Reporting

The consultant and the City's Project Manager should hold progress meetings as often as necessary, but in no case less than once per month until the final plan is approved by the City Council for the purpose of progress reporting. The consultant shall supply the Project Manager with at least one (1) digital copy of all completed or partially completed reports, studies, forecasts, maps or plans as deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager shall schedule the meetings, as necessary, at key times during the development of the Master Plan.

Project Expectations:

The finished Master Plan is expected to:

- Collect and analyze demographic information for the community.
- Collect and analyze information on participation, needs, desires, operations, programming, and trends and make prioritized Level of Service recommendations.
- Identify areas of service shortfalls and projected impact of future trends.
- Provide useable and workable definitions and recommendations for designated park and open space with acreages and parameters defined as appropriate.
- Develop prioritized recommendations for operations, staffing, maintenance, programming, and funding needs.
- Provide a clear plan for development of programming direction based on standards and demand analysis.
- Develop a definitive program for acquisition and development of parkland, recreation facilities, open space, trails and parks maintenance and administration of facilities for the future.
- Provide a maintenance and operations analysis.
- Identify opportunities for available funding and acquisition alternatives.
- Develop an action plan which includes strategies, priorities and an analysis of budget support and funding mechanisms for the short term, mid-term and long term for the park system, open space, trails and recreation programs and services.
- The Master Plan must include prioritized goals, plans, objectives, and policy statements that articulate a clear vision and "road map" and model for the Parks and Recreation Department's future.
- An analysis of existing conditions, inventories, and Level of Service analysis (Section 1)
- Charts, graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audiences.
- A Financial Plan and Recommendations (Section 4)
- Prioritized Action Plan, in the form of the CIP and Maintenance plan sections (Section 3, a & b)

- One (1-2) meeting with the Parks and Recreation Committee prior to presenting the Master Plan to the LPA or City Council.
- One (1) public hearing with the LPA prior to presenting the Master Plan to Council for adoption, if required.
- A minimum of two (2) meetings with the City Council, one at the time of the presentation of the draft Master Plan, and one at the adoption of the final Master Plan
- Electronic copy of all presentations used as part of this planning process.
- A color version of the final Master Plan document consisting of an electronic copy in a format compatible with the City's software.

Note: The City shall be responsible for the arrangement, notice and any other costs associated with the above meeting schedule. The consultant shall review with the City's Project Manager all prepared information for the public meeting at least three (3) days prior to the scheduled meetings.

Items to be provided by the City of Destin

- A City of Destin Project Manager – Parks and Recreation Director or their designee.
- Access to all existing studies, plans, programs, and other data including the City of Destin Comprehensive Plan and access to all applicable records.
- Assistance with on-going Parks and Recreation Committee and community meetings.
- Assistance with the gathering of currently available relevant data that supports this effort.

All proposals shall include the following background information:

- A Letter of Submission shall include the name, address, and telephone number of the person(s) who is authorized to legally represent the firm. Any confidential material contained in the proposal shall be clearly indicated and marked as "Confidential."
- Background in the firm and experience in preparing Master Plans for public agencies in Florida. Of particular interest are engagements involving communities that have characteristics like the City of Destin, including its beach and harbor characteristics.
- A narrative that presents the services the firm would provide detailing the approach, methodology, deliverables, and client meetings to be provided.
- Identification of the personnel to be assigned to this engagement including a résumé of related experience.
- A timeline for preparation and implementation of the Master Plan and its components.
- A summary of professional liability and errors and omission insurance coverage the firm maintains.
- A minimum of two (2) public agency references for projects of a similar nature to this project and a description of the projects shall be described and minimally include client, location, contact person, contact information (telephone/e-mail address), and a summary description of the project.
- An electronic copy of a master plan previously prepared by the proposer for another Community that manages beaches in Florida.
- Provide the project cost for services in an itemized work format, including a total project cost estimate for services as a "not-to-exceed cost for services" figure.

The submittal of a proposal shall be taken as prima facie evidence that the proposing individual/firm has full knowledge of the scope, nature, quality, and quantity of the project to be performed and the detailed requirements and conditions under which the project is to be performed.

This solicitation does not commit the City of Destin to award a contract, to pay any cost incurred with

the preparation of a proposal, or to procure or contract for services or supplies. The City of Destin reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or part this proposal process if it is in the best interest of the City to do so. After contract negotiations, prospective consultants may be required to submit revisions to their proposals. All proposers should note that any contract pursuant to this solicitation is dependent upon the recommendation of the City staff and the approval of the Destin City Manager.

General Requirement of the Selected Proposing Firm

- Enter a contract with the City. (RFP) 24-03-REC and proposal submittals become part of the contract.
- Maintain insurance coverage for the duration of the contract period.
- Prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the City.
- Shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions, or privileges of employment against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, physical or mental disability, color, or age.
- Contractor shall follow the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.
- Operate as an independent contractor.
- Honor the current legal requirements for maintaining and providing public records as requested.
- Target date for project completion is February 15, 2025. Firms indicating the ability to meet this timeline may be given preference during the selection process.
- A successful consultant will be paid on actual invoices as work is completed.

The following items must be provided for your proposal to be considered responsive.

1. **Completed proposal including itemized costs for each element.**
2. **Years in business**
3. **Location of business**
4. **Previous Work experience as it relates to this project, including a previously produced Master Plan for another agency that manages beaches in Florida.**
5. **Project Approach / Proposed Timeline**
6. **References: Individuals/Organizations you have performed similar work for.**
7. **Copy of Appropriate State, County or City Licenses**
8. **Completed Public Entity Form**
9. **Completed Drug-Free Form**
10. **Addenda (If required)**

Please submit a separate proposal for the following items. In addition, please provide an individual price breakdown for each of the four (4) components. The City of Destin reserves the right to accept individual components, multiple components and/or reject all components. All specifications in the City of Destin Parks and Recreation Master Plan will apply.

END OF PROJECT SPECIFICATIONS SECTION

SUBMITTAL REQUIREMENTS: Proposals shall be submitted as follows:

A. Proposal. Your Proposal shall precede all other **mandatory** information required in**.** Any additional information submitted in support of the Proposal shall follow the mandatory information.

B. Public Entity Crime Form. Each Proposal shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Proposal from or award any contract to or transact any business in excess of the threshold amount for Category Two ($25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

C. Disclosure. Each Proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all Proposers must disclose with the RFP submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Proposers must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Proposing firm.

D. Joint Ventures. Firms submitting Proposals as a joint venture shall submit to the City, as part of the Proposals, a copy of any joint venture agreement.

E. Drug - Free Workplace Program. Preference may be given by the City of Destin to proposers demonstrating a Drug-Free Workplace Program whenever two or more Proposals, which are equal in respect to quality and service, are received and rated by the City. Proposers intending to demonstrate a Drug-Free Workplace Program shall provide an Attachment #2 certification form with the RFP submittal.

F. Sealed Submittal Packages. All Proposals to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CT, on Thursday, September 26, 2024. Proposals may be mailed or delivered to the Office of the City Clerk at the address below. An unbound original and six (6) copies and one (1) electronic copy of the Proposal shall be submitted in a sealed envelope clearly marked **"RFP No. 24-03-REC, PARKS & RECREATION MASTER PLAN"** and note the time (2:00 p.m.) and date (Thursday, September 26, 2024) of the opening. Regardless of method of delivery, each responder shall be responsible for their Proposal being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Proposal Opening will be rejected and returned unopened to the Proposer.

G. Delivery Address: **MAILING AND HAND-DELIVERY ADDRESS:**

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

H. Proposal Opening. Proposals are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CT, on Thursday, September 26, 2024, in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

I. Inquiries: The city will not respond to oral inquiries. Proposers may submit written, or e-mailed inquiries regarding this RFP. The last day for inquiries is August 23, 2024, at 2:00 p.m. (CT). Questions or requests for Proposal documents, plans and specifications regarding this RFP may be directed to the individuals below:

For Administrative Questions
Rey Bailey
City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

J. Responsive-Responsible Proposals. Only those Proposals fulfilling all requirements outlined in this RFP will be considered.

K. Proposal Evaluations and Award Process.

- Bid Committee will review each written submission for compliance with the requirements of the RFP, including verifying that each response includes all documents required.

- Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFP, information submitted and, but not limited to, qualifications and price.

- Bid Committee will conduct a public meeting chaired by the Bid Committee Chairman to discuss the individual scores and summarize the scores in a ranking matrix to be forwarded to the City Manager. Non-voting advisors of the Bid Committee may attend this meeting.

- The City Manager shall recommend award of the bid to the City Council.

- Pursuant to the RFP and to the City's Procurement Manual, the Bid Committee has now forwarded its rank-ordered list of proposals received in response to the RFP. Also pursuant to the RFP and the Procurement Manual, the City Council now has the task of deciding which proposal Council wants City Staff to pursue negotiations with. The Council has three procedural options for this decision, as follows:

  1. Adopting the scoring of the Bid Committee and directing City Staff to negotiate toward a contract with the proposer ranked highest by the Bid Committee;

  2. Re-scoring by each individual Council Member of all three proposers, using the same scoring criteria and calculations as applied by the Bid Committee pursuant to the RFP, and directing City

Staff to negotiate toward a contract with the proposer ranked highest by the Council's re-scoring of the proposals; or

3. Ranking the proposers on the basis of which proposers will, in the opinion of each Council Member and based on all available information, best meet the City's needs for the Undergrounding Project. This ranking would be done by applying a 1-2-3 scoring by each Council Member, with a value of "1" being highest or best and a value of "3" being lowest; the scores assigned by the Council Members would then be added together, with the lowest total points score being deemed the proposer with whom City Staff would be directed to negotiate toward a contract.

- In making a decision using the 1-2-3 scoring method, the City Council has broad discretion to make its decision based on all available information, and Council's decision would, if challenged, almost certainly be upheld by a reviewing court so long as the Council's discretion was exercised honestly and without illegality, fraud, or misconduct, even if the decision might appear erroneous or subject to disagreement by reasonable persons. The same principles would apply if the Council simply accepts the Bid Committee's ranking and directs City Staff to negotiate with the highest ranked proposer, or if the Council re-scores the proposals and directs Staff to negotiate a contract with the highest-ranked proposer.

- After a ranking of firms has been approved by the City Council, it is the intent of the City of Destin, in accordance with the RFP documents, to award a contract based on the proposal that best meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. Accordingly, the City Council will direct City staff to negotiate a contract with the proposer whose proposal is ranked best by the Council. If such negotiations are successful, City staff would bring the resulting negotiated contract to the Council for Council's final approval; if the negotiations are unsuccessful, City staff are to come to the Council with a request to negotiate toward a contract with the second-best ranked proposer. A copy of the respondent's proposal and the RFP including scope of work, will be incorporated and become a part of the contract.

	EVALUATION CRITERIA	MAX. POINTS TO BE EARNED
1.	**Price Proposal**	20
2.	**Qualifications and Work Experience**	30
3.	**Project Approach / Proposed Timeline**	20
4.	**References / Past Performance**	10
5.	**Previously produced Master Plan for another Florida Agency that manages Beaches**	20

TOTAL POINTS POSSIBLE TO BE EARNED 100

L. Final Offer. The Proposal, as submitted, will be the last and final offer. The Proposal shall remain binding ninety (90) calendar days after the closing date of the request.

M. Reservation of Rights. The City reserves the right to reject any and all Proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise Proposals, to accept the Proposal or award multiple Proposals or take any other actions deemed by the City to be in the City's best interest.

N. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. The successful Bidder shall produce proof of insurance in the types and amounts required by the City. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall provide for at least ten days' notice to the City of any cancellation or amendment to any of the binders, policies, or certificates.

O. Bonding Requirements. Reserved

P. Taxpayer Identification. Provide a completed Request for Taxpayer Identification Number and Certification (W-9) Form.

Q. Public Records: The successful proposer shall:

1. Keep and maintain public records required by the CITY to perform the service.

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

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

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

R. Certifications Form

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed in the proposal.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative:_____
(Print or Type)

Signature:_____

Date of Bid:_____

Note: See RFP Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject all Proposals or portions thereof, to waive minor defects in the process and to accept the Proposal or any combination of Proposal Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Proposer based upon their proposal or negotiation as may be necessary to meet grant funding or completion requirements.

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract

2. This sworn statement is submitted _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is _____ and my relationship to the entity named above is

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime after July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____
(Signature)

Date: _____
STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____day of_____, 20____, and is personally known to me, or has provided _____ as identification.

_____
Notary Public
My Commission expires:

ATTACHMENT #2

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFP) NO. 24-03-REC,

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____

TELEPHONE NUMBER:_____

SIGNATURE:_____ DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

CITY OF DESTIN, FLORIDA

PARKS AND RECREATION MASTER PLAN –
AGREEMENT FOR PLANNING SERVICEs

This PARKS AND RECREATION MASTER PLAN – AGREEMENT FOR PLANNING SERVICES (the "Agreement") made and entered into this _____day of _____, 2024, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and PEREZ PLANNING + DESIGN, LLC with an address at 878 Peachtree Stree, NE, Suite 827, Atlanta, GA 30309 (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional consulting planning services relating to the City's parks, recreation, and open space pursuant to the terms of Request for Proposals ("RFP") No. 24-03-REC, a true and correct copy of which is attached hereto as Exhibit "A"; and

WHEREAS, CONSULTANT timely submitted its Response to RFP No. 24-03-REC, a true and correct copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the CONSULTANT is qualified, willing, and able to provide and perform all such services in accordance with tht terms and conditions of RFP No. 24-03-REC; and

WHEREAS, the CITY has selected CONSULTANT to perform the services outlined in RFP No. 24-03-REC until that work is completed or this Agreement is otherwise terminated; and

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1
CONSULTANT'S RESPONSIBILITIES

1.1 **CONSULTANT'S SERVICES**

1.1.1 The CONSULTANT'S services consist of those services performed by the CONSULTANT, CONSULTANT'S employees and CONSULTANT'S consultants as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement. CONSULTANT's services do not consist of any services described in Florida Statutes, Section 287.055, the Consultants' Competitive Negotiation Act.

1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.

1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2
CONSULTANT'S SERVICES

2.1 Work. In accordance with RFP No. 24-03-REC, which is hereby incorporated into this Agreement and attached hereto as Exhibit "A," CONSULTANT shall provide services, as directed by the CITY through Work Authorizations, including but not limited to: studies, surveys; preparation of plans; conducting public information meetings, preparation of opinions of probable costs; presentations to the City Council, CITY advisory boards, and the general public; and any other work necessary to complete the scope of tasks identified in the Work Authorizations (hereinafter referred to as "Consultant's Work").

2.2 Work Authorizations. A Work Authorization is a short description of the specific Work to be performed and deliverables to be completed pursuant to this Agreement. The Work Authorization shall include a projected timeline for completion of the Work identified in the Work Agreement. All Work Authorizations, to include specific projects and the scope of those specific projects, are contingent upon approval by the City Council. Work Authorizations shall be issued in phases. The City Council is under no obligation to issue a Work Authorization and may elect not to for any reason or no reason whatsoever at no penalty to the CITY.

2.3 Phases. The first phase of Work shall be the "Project Kickoff and Context Analysis Phase." The second phase of Work shall be the "Needs and Priorities Assessment Phase." The third phase of Work shall be the "Visioning Phase." The fourth phase of Work shall be the "Implementation Phase." The fifth and final phase of work shall be the "Final Report and Adoption Phase." These phases and associated scopes and fee proposals may be amended at any time upon mutual agreement between the parties.

3.4 Amending Work Authorizations. In the event that the CITY desires CONSULTANT to perform any additional services related to tasks not specifically directed in a Work Authorization, the CITY and CONSULTANT may agree to amend the Work Authorization to include such additional services. Work Authorizations may only be amended upon approval by the City Council at a duly authorized public meeting.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 Each Work Authorization shall include a Scope and Fee Proposal consistent with the "project fee budget" contained in Section 6 of CONSULTANT's Response to RFP No. 24-03-REC. CITY shall pay CONSULTANT at the rate identified in the Scope and Fee Proposal on a fee-per-task basis. The Fee Proposal is fixed and inclusive of all time, materials, and travel. Each Scope and Fee Proposal shall contain a Not To Exceed number and no payments in excess of that Not To Exceed number are authorized unless otherwise approved by the City Council.

3.2 Payment for services rendered by CONSULTANT will be made on a monthly basis for those tasks listed completed in the preceding month in accordance with the phased table of fees listed in the Work Authorization

3.3 All payments are contingent upon the CONSULTANT'S Work being acceptable to the CITY and upon the City Council appropriating legally available funds for the purposes set forth in this Agreement. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY's Purchasing Policies and this Agreement. Should the City Manager determine that the monthly invoice is not commensurate with services performed, work accomplished, or hours expended, CONSULTANT must adjust billing accordingly.

3.4 In the event that the CITY desires CONSULTANT to perform any additional services related to tasks not specifically contained in a Work Authorization, the CITY and CONSULTANT may agree to amend the Work Authorization to include such additional services.

3.5 Consultant will, without additional compensation, correct and reivse any errors, omissions, or other deficiencies in its Work for one year after the completion of CONSULTANT's Work under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the CITY's rights under any applicable statute of limitation. The CITY's review of, approval of, acceptance of, or payment for any of CONSULTANT's Work shall not be construed to operate as a waiver of the CITY's rights under this Agreement or cause of action the CITY may have have arising out of the performance of this Agreemen.t

ARTICLE 4
CITY'S RESPONSIBILITIES

4.1 Designated Representative. The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

4.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services. CONSULTANT is required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

4.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

ARTICLE 5
OWNERSHIP AND USE OF DOCUMENTS

5.1 City Property. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculation, details, computations, drawings, maps, models, photographs, reports, and other documenta nd plans resulting from CONSULTANT's Work under this Agreement will become the property of and shall be delivered to the CITY without restriction or limitation as to use regardless of the format of the document. However, any use subsequent to or other than for the specific project for which such items were created, shall be at the sole risk of the

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CITY. CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6
TERM, TERMINATION, SUSPENSION OR ABANDONMENT

6.1 Term. The term of this Agreement will begin on the date and year first written above and shall be continued until superseded by a subsequent CITY agreement, the monetary limit is reached on the final Work Authorization, the Work has concluded and all payments for the Work have been issued, or unless otherwise terminated in accordance herewith.

6.2 Termination for Default. This Agreement and any Work Authorization may be terminated by the CITY upon not less than five (5) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.

6.3 Termination for Convenience. This Agreement and any Work Authorization may be terminated by either party for any reason or no reason whatsoever upon not less than thirty (30) days written notice.

6.4 Work Authorization Suspension. The CITY may suspend an open Work Authorization at any time and for any reason whatsoever.

6.5 Florida Prompt Payment Act. The City will comply with the State of Florida Prompt Payment Act. If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice. If a dispute arises between the parties relating to the nonpayment of a payment request or proper invoice, the City Council shall hear the matter and render its final decision on the matter within forty-five (45) days after the date the payment request or proper invoice was received by the CITY.

6.6 Compensation. In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

ARTICLE 7
NOTICES

7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice. Each party shall immediately notify the other of any changes in address or designated contact.

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TO CITY OF DESTIN **TO CONSULTANT**

Larry Jones, Interim City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

With a Copy to:
Kimberly Romano Kopp
City Attorney
PO Box 5524
Destin, FL 32541
(407)430-7070

With a Copy to:

ARTICLE 8
INSURANCE REQUIREMENTS

8.1 CONSULTANT shall maintain a General Liaiblity Insurance policy with a minimum liability requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. CONSULTANT shall produce proof of insurance in the types and amounts required above. The City shall be named as an additional insured party and all binders, policies, or certificates of insurance shall provide for at least ten days' notice to the City of any cancellation or amendment to any of the binders, policies, or certificates. .

ARTICLE 9
SOVEREIGN IMMUNITY

9.1 Nothing contained herein is intended to nor shall be construed a waiver of the CITY's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

ARTICLE 10
INDEMNIFICATION

10.1 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), to the extent caused by the CONSULTANT'S negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The CITY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages or liabilities, to the extent caused by the CITY'S negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the CITY is legally liable.
Neither the CITY nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Governing Law. The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida.

11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the final payment for acts or failures to act occurring after completion.

11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

11.9 Time is of the essence under this Agreement.

11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable,

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the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.12 Venue. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in the state courts of Okaloosa County, Florida and nowhere else.

11.13 **WAIVER OF JURY TRIAL. ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR RELATED TO THIS AGREEMENT WOULD INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES. THEREFORE, ANY ACTION BROUGHT BY ONE PARTY AGAINST THE OTHER PARTY, BROUGHT BY ONE PARTY, ALONE OR IN COMBINATION WITH OTHERS AGAINST THE OTHER PARTY, WHETHER ARISING OUT OF THIS AGREEMENT OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A JURY.**

11.13 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.

11.14 Notices. All notices under the Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

11.15 Public records. Consultant shall comply with Florida Public Records Laws, specifically to:

11.15.1 Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

11.15.2 Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

11.15.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

11.15.4 Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

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11.16 This Agreement is binding on the parties, their successors and assigns.

11.17 The Recitals above are incorporated by this reference and made part of this Agreement.

11.18 In the event of conflict between this Agreement and any of this Agreement's Exhibits, this Agreement shall control.

11.19. For ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CONSULTANT will pay on behalf of or indemnify and hold harmless the CITY, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, to the extent caused by the CONSULTANT'S negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

11.20 The CITY will not intenitionally award publicly-fudned contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and nationality Act ("INA")]. The CITY shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A(e) of the INA will be groudns for termination of this Agreement by the CITY.

11.20 As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., CONSULTANT and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. CONSULTANT shall require each of its subcontractors to provide CONSULTANT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. The CITY, CONSULTANT, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and CONSULTANT shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONSULTANT acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that CONSULTANT is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any

lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

THIS AGREEMENT ENTERED INTO AS OF THIS ___ DAY OF _____, 2024.

CITY:

_____
Larry Jones
Its: City Manager

_____
Date

Attest to Signature:

_____
Rey Bailey
City Clerk

SEAL

Approved as to Legal Form:

_____
Kimberly Romano Kopp
City Attorney

CONSULTANT:

_____
By: _____
Its: _____

_____
Date

Witness to Signature:

_____
Print Name: _____

Witness to Signature:

_____
Print Name: _____

EXHIBITS

A. Request for Proposals No. 24-03-REC
B. Perez Planning and Design's Response to RFP No. 24-03-REC

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BOARD OF ADJUSTMENT
DESTIN CITY HALL ANNEX CHAMBERS
WEDNESDAY, FEBRUARY 5, 2025
5:30 P.M.

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, February 5, 2024, at Destin City Hall Annex Chambers.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:	**Absent:**	**Staff Present:**
Tom Weidenhamer	Matthew Sweetser	Kim Montgomery, Deputy City Clerk
James Moomaw		Daniel Butler Principal Planner
Lance Johnson		Jesse Hernandez Planner
Chatham Morgan		Kim Kopp City Attorney

4. APPROVAL OF MINUTES: September 4, 2024 Meeting Minutes

Motion to approve the September 4, 2024 minutes as written was made by Chairman Weidenhamer with Board member Moomaw providing the second. Motion passed 5-0.

5. NEW BUSINESS:

A. BOA-001518-2025 Durango Road Variance Request

Principle Planner Daniel Butler introduced the item for the evening: A Variance request for the property located at 130 Durango Road, submitted by Ms. Marissa Rohrbach, President of the Durango Winds Owners Association is seeking relief from Land Development Code (LDC) Section 16.04.A.3, which requires a ground sign have a minimum setback of 10' from all property lines. The applicant is requesting to install the ground sign on the property with 12- inch setbacks along the front and side property lines. The subject property is located at 130 Durango Road, Destin FL, 32541 (00-2S-24-0674-0000-00CA). The request pertains to a variance from Land Development Code (LDC) Section 16-04A-3, which requires a minimum 10-foot setback for ground signs from property lines. The applicant seeks approval for a 12-inch setback from the front and side property lines for the installation of a new ground sign.

Planner Jesse Hernandez provided the following details to the Board. The applicant submitted a sign permit on November 18, 2024, to replace the existing Durango Winds sign. Upon review, staff determined the existing sign is located in the public right-of-way and in violation of LDC Section 16-07-04B (Prohibiting signs in the right-of-way) and LDC Section 16-03-02W (Prohibiting off-premises signs). The applicant subsequently applied for a variance to install a new sign with reduced setbacks. Historical records from the Development Order indicated the

original site plan provided for a code-compliant sign with a 10-foot setback, but the sign was never installed as approved. The proposed sign placement encroaches on the visibility triangle for the property's ingress/egress, violating:

LDC Section 16-03-02 (Requiring unobstructed sightlines)

LDC Section 08-03-06 (Prohibiting visibility obstructions between 2 and 10 feet above grade).

Staff concluded that reasonable use of the property exists with a sign in the originally approved location. Recommendation: Staff recommends denial of the variance request, as the application fails to meet all six criteria outlined in LDC Section 22-503(C).

Chairman Weidenhamer invited the applicant, Ms. Marissa Rohrbach, 130 Durango Road, Destin to address the board and answer any questions.

Mrs. Rohrbach explained the original location of the sign was installed in 1995-1996 timeframe however, was not installed correctly, and the current sign sits in the city right-of-way. She spoke of how the mailboxes and landscaping obstruct the visibility from the street and delivery drivers frequently miss the location. The original site location is problematic due to the water mains being located near the tree line, as well as obstructed visibility due to a wooden fence and mailboxes. She continued that the requested variance would allow the community to install a visible sign without impeding traffic visibility, as well as being angled for better visibility from the road.

The Board members discussed with the applicant alternative locations for the sign and with no resolution, **Board member Morgan made the motion to recommend that the Board of Adjustment approve the proposed Variance request BOA-001518-2025, with Board member Johnson providing the second for discussion.**

Board member Johnson asked the applicant if the older wooden fence on the right side of the entrance, when turning in, is the property line. Ms. Rohrbach answered yes, it is.

Concerns were raised about traffic visibility issues by Chairman Weidenhamer. Additional discussions about the possibility of moving the sign back toward the property line near the fence on the right side, while maintaining an angled orientation of the sign for improved visibility. Staff confirmed the sign could be repositioned further back without obstructing sightlines, although setback requirements would still not be met, and provided an aerial image from the Property Appraiser’s website showing the existing sign in the right-of-way and the proposed alternative location. The Board discussed the idea of granting a reduced side setback while maintaining the 10-foot front setback.

Board member Morgan amended his motion to approve a variance for four feet from the side setback while maintaining the required 10-foot front setback, with the sign positioned near the fence line and angled for improved visibility, with Board member Johnson providing the second. Chairman Weidenhamer called for the vote, and the motion passed 4-0.

6. OTHER BUSINESS:

Chairman Weidenhamer raised concerns about the non-compliant dumpsters at Henderson Beach Villas stating that as of today, it is still in the same location. He spoke of the two cases, the one heard tonight, who have gone about the process in the correct way by requesting for a Variance prior to just doing it, and this one, by installing a structure in the right-of-way, without permission, being denied, and still the structure is in the same location 18 months after this Board's denial.

Mr. Butler confirmed the issue is under review by the Special Magistrate and a Development Order was issued on October 24, 2024, mandating the removal of the non-compliant structure. He further explained they have one year to pull a permit and to break ground. Staff is expecting them to pull a permit in the next eight months. Additionally, staff will continue to monitor the case for compliance.

9. ADJOURNMENT:

There being no further business the meeting was adjourned at 6:40 p.m.

Adopted and approved this _____ day of _____ 2024.

_____ _____

Tom Weidenhamer, Chairman Kim Montgomery, Deputy City Clerk

LOCAL PLANNING AGENCY
MEETING MINUTES
JANUARY 16, 2025 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, January 16, 2025, at 5:30 p.m., in the Destin City Annex Chambers; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	Members Absent	Staff Members Present
James T. Wood, Jr.		Kimberly Montgomery Deputy City Clerk
Todd Buhr		Steve o'Connor Deputy CD Deputy Director
Jay Purut		Daniel Butler Principal Planner
Marcie Bell		Jesse Hernandez Planner
Ken Wampler		Noell Bell, Building Official
Tammy Weidenhamer		Kyle Bauman Special Projects Counsel

Motion to change the order of the agenda to add election of Chairman & Vice Chairman was made by Agency member Bell with Chairman Wood providing the second. The motion passed 6-0.

3. ELECTION OF CHAIR & VICE CHAIR

Motion by Agency member Bell to nominate Jim Wood as Chairman was seconded by Agency member Purut. The motion passed 6-0.

Motion by Agency member Bell to nominate Todd Buhr as Vice Chairman was seconded by Agency member Purut. The motion passed 6-0.

4. APPROVAL OF MINUTES:

- **October 17, 2024 Minutes**

Motion to approve the minutes as written was made by Agency member Bell with Agency member Purut providing the second. The motion passed 6-0.

- **November 7, 2024 Minutes**

Motion to approve the minutes as written was made by Agency member Bell with Agency member Purut providing the second. The motion passed 6-0.

- **November 21, 2024 Minutes**

Motion to approve the minutes as corrected, was made by Agency member Bell with Chairman Wood providing the second, the motion passed 6-0.

5. NEW BUSINESS:

- **Ordinance 24-05-CN, Pine Ridge Trace Environmental Preservation Area Right-of-Way Vacation**

The Special Projects Counsel to the city, Mr. Kyle Bauman, read the title of the ordinance into the record followed by swearing in all individuals, including staff, that would be providing testimony to this ordinance and the next one.

The Deputy Public Services Director Joe Bodi explained the request to the Agency members, as outlined in the agenda packet. Deputy Community Development Director Mr. Steve o'Connor supplied the members with additional information on the city's part of the request.

The Chairman opened the hearing to the public.

Mr. Tim Krueger, residing at 604 Harbor Lane, presented the members with several exhibits documenting events related to his previous request for the vacation of a right-of-way (ROW) adjacent to his property. He had sought the vacation several years ago to allow for the installation of a gate into his driveway. Mr. Krueger recounted how, during that hearing, Mrs. Belcher had spoken in opposition to his request, stating for the record that she had always been against the city relinquishing any portion of public land to private individuals. He noted the irony of her now seeking a similar vacation of public land to accommodate her own needs. However, Mr. Krueger clarified that, despite this, he does not intend to speak in opposition to her request.

Motion by Agency member Bell, seconded by Agency member Purut to recommend City Council approve the request for the Vacation of right-of-way and abandon, discontinue, and close a portion of the Environmental Preservation Area west of 6 Pine Ridge Trace in Pine Ridge Trace Subdivision in Destin, based on findings that the request satisfies the five (5) requirements identified in the Land Development Code, Section 8.01.00.D.

Chairman Wood opened the discussion for the Agency member's comments.

Agency Member Wampler expressed his hope that the stormwater retention areas would be sufficient to prevent future flooding.

Agency Member Buhr inquired about the concerns raised by Florida Power & Light (FPL) in their letter. Mr. O'Connor assured him that FPL's concerns were unrelated to the Vacation of Right-of-Way (ROW) request. He explained that once FPL's issues were resolved, they approved the request.

Agency Member Buhr then asked whether all adjacent property owners had been properly notified of the request. Mr. O'Connor confirmed that the abutter list was included in the staff report; however, while the notification letter had been sent to all individuals on the list, it was inadvertently omitted from the meeting packet. He assured the members that the required notifications had been mailed.

Agency Member Bell asked staff whether any public comments had been received from individuals on the notification list prior to the meeting. Mr. O'Connor stated that he had received a few phone calls, primarily in response to a post on the Nextdoor social media platform. However, after he provided clarification, the callers appeared to be satisfied with the information.

A discussion followed regarding the legal aspects of transferring deed ownership of the land to the adjacent property owners. Members asked whether the property would be divided equally among abutting owners.

To provide clarity, Mr. O'Connor displayed a plat map of the neighborhood on the large screen. He highlighted the entire area subject to the Vacation of ROW request and illustrated how each property owner would receive a portion of the land based on their respective surveys.

Mr. Bauman explained that, in most cases, a simple division of land results in each adjacent property owner acquiring half of the vacated area. However, he noted that this particular property was unique because it was entirely contained within a single subdivision plat. Under the law, when land is vacated within a single subdivision plat, the ownership rights accrue only to those property owners within that subdivision.

Agency member Buhr made a substitute motion to continue the vote of the motion on the floor until after they've heard the next city initiated item that city staff will present. Agency member Bell provided the second for discussion.

Mr. Bauman briefly explained how quasi-judicial hearings are based on facts of the case and recommends not letting the next quasi-judicial hearing infect the outcome of this hearing and advised denial of the substitute motion. **Agency member Buhr withdrew the motion.**

Chairman Wood called for the vote of the original motion, and it passed 5-1 with Agency member Buhr dissenting.

- **Ordinance 24-16-CN Pine Ridge Trace Environmental Preservation Area Right-of-Way Vacation (City Initiated)**

Mr. Bauman, read the title of the ordinance into the record and reminded everyone providing testimony that they are all under oath.

Mr. Bodi informed the members that during the review of a previous request for the Vacation of Right-of-Way (ROW), staff discovered that 31 out of 66 adjacent property owners had made modifications to the ROW by encroaching on the land. Further analysis revealed that

the area had never been utilized for its originally intended purpose. Upon additional review, staff determined that the most logical course of action would be for the City to vacate the land, as it had been designated as an environmental preservation area but had never functioned as such or been made accessible to the public. Moreover, there are no utility distribution systems located within the area. Based on these findings, Mr. Bodi concluded that the application aligns with the intent of the Land Development Code (LDC) Article 8.01.00 D. He also noted that Destin Water Users had requested that their utility easement, located west of Lot 22, be included in the Vacation of ROW.

At this point, Chairman Wood opened the public hearing.

Mr. Craig Shultz, residing at 21 Pine Ridge Trace, spoke about his past experience attempting to install a fence in his backyard. He explained that his request had been denied due to the City's concerns about maintaining public access, despite the fact that the land had never been used as originally intended. As a result, he has occasionally had individuals passing through his backyard. Mr. Shultz further stated that, if the vacation is approved, he would finally be able to construct a shed, as he would then be able to comply with the required setback regulations.

Motion by Agency member Bell, seconded by Agency member Purut to recommend City Council approve the request to vacate, abandon, discontinue and close the remaining Environmental Preservation Area in Pine Ridge Trace Subdivision in Destin, based on findings that the request satisfies the five (5) requirements identified in the Land Development Code, Section 8.01.00.D.

Agency Member Buhr inquired about the various right-of-way (ROW) areas indicated on the map. In response, Mr. Bodi clarified that the existing Trail Ct. ROW, along with Crest Place, Wedge Ct., and Log Ct., will remain as City ROW.

Agency Member Bell then asked whether any portion of this ROW was designated as an access easement. Mr. O'Connor explained that it was not, noting that the plat map shows two five-foot access easements instead.

Agency Member Buhr also expressed concern about the absence of any documentation in their packet regarding a response from the Airport Authority. Mr. O'Connor assured him that the Airport Authority is a partner in the Technical Review Committee (TRC) process and that he is in direct communication with Mr. Chad Rogers, who had no comments on the request. In response, Agency Member Buhr suggested that it would be prudent to obtain a formal letter from the Airport Authority, similar to the letters received from utility providers in cases where land abuts the airport.

Agency member Bell amended her motion to include that the approval be contingent upon receiving a letter from the Airport Authority indicating no objections before it goes to City Council. Agency member Purut agreed to the amendment for his second. The amended

motion passed 4-2 with Agency members Buhr and Wampler dissenting.

Continued on the next page

- **Ordinance 24-17-CC Property Maintenance Code Workshop Discussion**

Mr. o'Connor Deputy Community Development Director explained how the proposed ordinance is aimed at replacing the Unsafe Building Abatement Code with a comprehensive Property Maintenance Code, largely adapted from the International Property Maintenance Code. He further explained that this did go before City Council on October 21, 2024, it received mixed reactions, and they ultimately directed staff to bring it back to the LPA to workshop for additional input.

Mrs. Noelle Bell Building Official spoke about the importance of being able to enforce serious issues that renters may have with their landlords and the language in this code enables her to defend such issues, in order to get them rectified. She briefly explained there is an application for assistance process the tenant needs to submit for assistance.

The Agency members expressed their concerns about the length of the document and as well as the redundancy of the language in the sections. They also felt that the document was too overreaching and subjective, regarding the language for requiring repairs for minor issues such as chipped paint or cracked plaster for property owners.

The Building Official Staff emphasized that the ordinance was mostly designed not so much for individual homeowners but to help the tenants address issues within rental properties, where they may be facing unsafe living conditions, due to negligent landlords.

In regard to the enforcement process, the Agency members discussed potential risks for staff's safety during property inspections and questioned whether additional administrative appeal processes should be implemented before cases proceed on to the Special Magistrate.

There was also a discussion between the members and staff about concerns of privately owned commercial properties management of overgrown vegetation and landscaping in public rights-of-ways and referenced previous discussions at the Public Works/Public Safety Committee regarding areas near Winn-Dixie and Target Shopping Centers, which could potentially create hazards.

Staff confirmed there are provisions for maintaining vegetation that encroaches on sidewalks and roadways but acknowledged that some language could be clarified to better address these concerns. It was acknowledged that multiple workshops may be necessary to fully address all concerns. The Agency members agreed to submit written comments and suggestions via email

and staff would circulate a clean Word document to them each to facilitate the process. The revised ordinance will be brought back for further discussion at their next meeting, with the goal of producing a version that balances property maintenance standards with respect for private property rights.

6. PUBLIC COMMENTS:

Chairman Wood opened the public for comment, but with no one present, he closed the public portion of the meeting.

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 7:30 p.m.

Adopted and approved this _____ day of _____ 2025.

_____ _____

James Wood, Jr. Chairman Kimberly Montgomery Deputy City Clerk

ITEM # 2025-142

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Announcement
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:
E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

ITEM # 2024-601

CITY OF DESTIN – COMMUNITY DEVELOPMENT

AGENDA ITEM

MEETING DATE: March 3, 2025
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Ordinance
OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Joe Bodi, Deputy Director, Public Works
Michael Burgess, Public Works Director
Steve O'Connor, Deputy Community Development Director

DATE: February 26, 2025

SUBJECT: First Reading Ordinance 24-05-CN - Abandonment of a segment of environmental preservation area in Pine Ridge Trace Subdivision.

I. BACKGROUND: Amanda Belcher, property owner of 6 Pine Ridge Trace, is requesting approval of a vacation of right-of-way. The proposed vacation will consist of a portion of the Environmental Preservation Area/Right of Way west of 6 Pine Ridge Trace. Pine Ridge Trace Subdivision is requesting to vacate abandon, discontinue and close a portion of the Environmental Preservation Area Right of Way west of 6 Pine Ridge Trace in Pine Ridge Trace Subdivision in Destin. (see attached survey).

The proposed request is in accordance with the requirements found under **Article - 8, Section 8.01.00, subsection D. 1 & 2. of the LDC**.

II. DISCUSSION: The proposed request is in accordance with the requirements found under **Article - 8, Section 8.01.00, subsection D. 1 & 2. of the LDC:**

The City Attorney shall review the application for legal sufficiency. The City Engineer shall provide a recommendation to the Local Planning Agency. The Local Planning Agency shall provide a recommendation to the City Council. The City Council will make a determination to approve or deny the application to vacate a ROW/easement based upon a finding that all the following requirements are met:

1. The requested vacation is consistent with the comprehensive plan.

Staff Findings: The proposed vacation does not appear to conflict with the comprehensive plan.

2. The ROW does not provide the sole access to any property.

Staff Findings: Access to the adjoining property shall remain unchanged. No other access to private property shall be impacted. Cross access to the remaining portion of the Environmental Preservation Area Right of Way in this area shall be by easement to the City.

3. The vacation would not jeopardize the current or future location of any utility.

Staff Findings: All the utility agencies have submitted clearance letters identifying no significant impact from this vacation.

4. The proposed vacation is not detrimental to the public interest. City ownership of the ROW is no longer necessary to accomplish any valid city purpose. The city has not granted any easements, which will be adversely affected by the vacation.

Staff Findings: Currently, the proposed portion of the Environmental Preservation Area Right of Way is to be vacated, abandoned, discontinued, closed, and used by the applicant. The area has historically not been open to the public, and no documentation has been found defining its purpose.

5. No city-owned right-of-way, or any portion thereof, may be vacated if the city's right-of-way shares any boundary with a water body.

Staff Review: No City-owned property that shares a boundary with a water body is part of this vacation request.

The proposed request has been formalized by a draft ordinance, as shown in the attached legal description and general vicinity map. The City Council must provide findings and recommendations for all requirements identified in **Article 8, Section 8.01.00.D.**

On January 16, 2025, the Local Planning Agency passed a recommendation to City Council of approval of the vacation 5 to 1.

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

III. CONCLUSION: The applicant has provided the required letters of approval from the applicable agencies outlined in **LDC Article 8.01.00.D.** The evidence and information provided by the applicant demonstrates the application meets the intent of the Land Development Code (LDC). On January 16, the Local Planning Agency recommended approval of this vacation of Right-of-Way request.

IV. RECOMMENDED MOTION: I move that City Council approves on first reading of this Ordinance to right-of-way vacation and abandon, discontinue, and close a portion of the Environmental Preservation Area Right of Way west of 6 Pine Ridge Trace in Pine Ridge Trace Subdivision in Destin, based on findings that the request satisfies the five (5) requirements identified in the **Land Development Code, Section 8.01.00.D. and move the item forward to the next City Council meeting for second reading.**

Attachments:

1. Ordinance 24 05 CN-EPA Pine Ridge Trace
2. Revised ROW - Fully Highlighted Survey
3. Utility Clearance letters
4. List of butting property owners
5. Access Easement draft
6. CC announcemnt Mar 3
7. IMG_20250224_104251253_HDR
8. Pine Ridge Trace

EXHIBIT A

ORDINANCE NO. 24-05-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR ABANDONMENT OF A SEGMENT OF ENVIRONMENTAL PRESERVATION AREA IN PINE RIDGE TRACE SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Section 3.10 of the City Charter and Section 166,021, *Florida Statutes*.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the property owners of 6 Pine Ridge Trace have requested vacation, abandonment, discontinuation and closure of a portion of City Environmental Preservation Area in Pine Ridge Trace Subdivision; and

WHEREAS, the portion of the Environmental Preservation Area requested to be vacated, abandoned, discontinued and closed is not necessary to the traffic circulation within the City of Destin; and

WHEREAS, the request is consistent with the Comprehensive Plan; and

WHEREAS, access to the adjacent property from public Environmental Preservation Area will not be diminished by the approval of the request; and

WHEREAS, the approval of the request will not jeopardize the current or future location of any utilities; and

WHEREAS, the approval of the request is not detrimental to the public interest.

SECTION 3. VACATION ABANDONMENT, DISCONTINUANCE AND CLOSURE OF ENVIRONMENTAL PRESERVATION AREA. Based upon the above findings of fact, the City's Environmental Preservation Area interest and use in the following described property:

Per Official Records Book: 1818, at Page: 251, Lot 6, Pine Ridge Trace, as recorded in Plat Book 7, Pages 60-61, Public Records of Okaloosa County, Florida.

Legal from Boundary Survey:

Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S 28°04'33" W for 39.67 feet to the Southwest corner; thence N 61°49'47" W, 29.25 feet; thence run N 28°04'18" E a distance of 39.65 feet to the Southerly right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61°51'46" E for 29.25 feet to return to the Point of Beginning.

EXHIBIT A

Contains 0.03 acres or 1,159.96 Sq. Ft. more or less.

is hereby vacated, abandoned, discontinued and closed and the City of Destin hereby waives, releases, and abandons all its right, title, and interest and renounces and disclaims all rights and obligations of the City and the Public in and to said portion of Environmental Preservation Area subject to easements for the location of all existing utilities including, but not limited to, water, sewer, gas, communications, and electrical.

SECTION 4. SEVERABILITY. Should any section or provision of this Ordinance, or any portion thereof, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon approval by City Council, signature of the Mayor.

ADOPTED THIS ____ DAY OF _____

By: _____
Bobby Wagner, Mayor

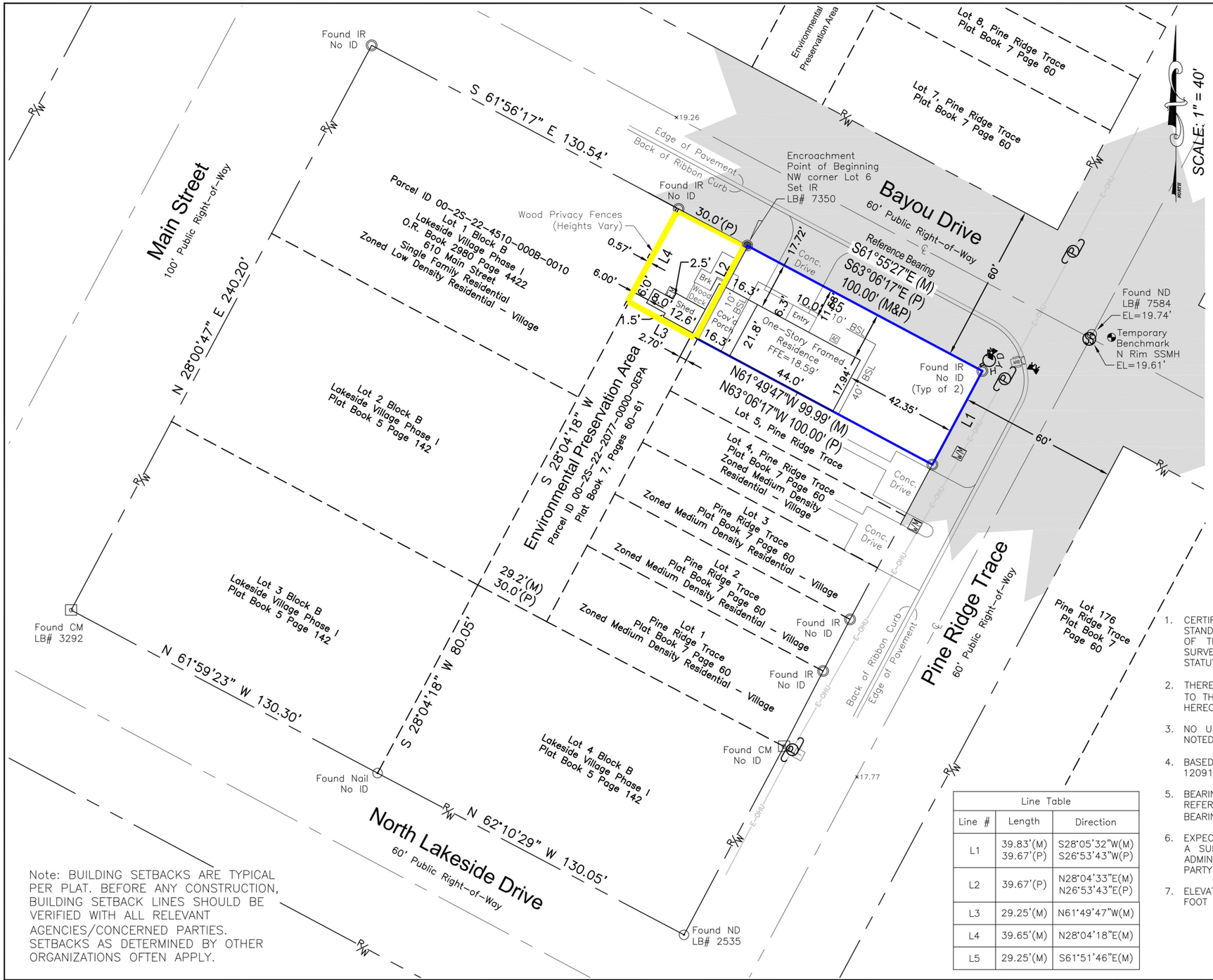
ATTEST

_____
Rey Bailey, City Clerk

The form and content of the above Ordinance is hereby approved for legal sufficiency.

_____
Kimberly Romano Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____



0 30 60 Feet

Graphic Scale

SCALE: 1" = 40'

LEGEND

COV'D	= COVERED	WM	= WATER METER
CONC.	= CONCRETE	AC	= AIR CONDITIONER
(P)	= PLAT MEASURE	EM	= ELECTRIC METER/SERVICE ENTRY
(M)	= FIELD MEASURE		= FIRE HYDRANT
LB	= LICENSED BUSINESS		= SEWER MAN HOLE
IR	= IRON ROD	WV	= WATER VALVE
CM	= CONCRETE MONUMENT	MB	= MAIL BOXES
ND	= NAIL AND DISC	BSL	= BUILDING SETBACK LINES
EL.	= ELEVATION		= SPOT ELEVATION SHOTS
FFE	= FINISHED FLOOR ELEVATION		= EXISTING MONUMENTS
R/W	= RIGHT OF WAY		= SET MONUMENT, LB# 7350
	= POWER POLE		= BENCHMARK
T	= TELERISER		

LEGAL DESCRIPTION:

(Per Official Records Book: 1818, at Page: 251)
Lot 6, Pine Ridge Trace, as recorded in Plat Book 7, Pages 60-61, Public Records of Okaloosa County, Florida.
Contains 0.09 acres or 3,975.02 Sq. Ft. more or less.

Encroachment into Environmental Preservation Area
(As Written)
Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S 28°04'33" W for 39.67 feet to the Southwest corner; thence N 61°49'47" W, 29.25 feet; thence run N 28°04'18" E a distance of 39.65 feet to the Southerly right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61°51'46" E for 29.25 feet to return to the Point of Beginning.
Contains 0.03 acres or 1,159.96 Sq. Ft. more or less.

SURVEYOR'S NOTES:

1. CERTIFICATION STATEMENT: THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17.051 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.
2. 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.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED.
4. BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY – PANEL NUMBER 12091C0486J, DATED MARCH 9, 2021, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE X.
5. BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, ALSO REFERENCED BY THE SOUTHERLY RIGHT-OF-WAY OF BAYOU DRIVE, HAVING AN OBSERVED GEODETIC BEARING OF S 61°55'27" E.
6. EXPECTED USE OF THE SITE IS FOR RESIDENTIAL AND THE ACCURACIES FOR CLOSURE WERE EXCEEDED FOR A SUBURBAN SURVEY. THIS SURVEY TRUE AND CORRECT AS PER 5J-17.051 AND 5J-7.052, FLORIDA ADMINISTRATIVE CODE. NO ADDITIONS OR DELETIONS FROM THIS SURVEY WITHOUT CONSENT FROM SIGNING PARTY.
7. ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988. CONTOUR INTERVALS ARE ONE FOOT IF SHOWN.

Line Table		
Line #	Length	Direction
L1	39.83'(M) 39.67'(P)	S28°05'32"W(M) S26°53'43"W(P)
L2	39.67'(P)	N28°04'33"E(M) N26°53'43"E(P)
L3	29.25'(M)	N61°49'47"W(M)
L4	39.65'(M)	N28°04'18"E(M)
L5	29.25'(M)	S61°51'46"E(M)

Note: BUILDING SETBACKS ARE TYPICAL PER PLAT. BEFORE ANY CONSTRUCTION, BUILDING SETBACK LINES SHOULD BE VERIFIED WITH ALL RELEVANT AGENCIES/CONCERNED PARTIES. SETBACKS AS DETERMINED BY OTHER ORGANIZATIONS OFTEN APPLY.

Shannon Clatchey
Digitally signed by Shannon Clatchey
Date: 2024.06.29 07:08:57 -05'00'

Job Number:	23-0130
Cadd File:	23-0130 BND
Drawn By:	RLC
Field Date:	8-09-2023
Field By:	TS/HC
Field Bk/Pg:	re224/6,7

Rev. _____ Date: _____
Rev. _____ Date: _____
Rev. _____ Date: _____

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY

Lot 6
Pine Ridge Trace, Okaloosa County
6 Pine Ridge Trace, Destin, Florida 32541
Parcel ID 00-2S-22-2077-0000-0060

Rare Earth, Inc.
Professional Land Surveying & Land Planning
Office: 850.729.2722
Fax: 850.729.2797
www.rareearthfl.com
1430 Pine St.
Niceville, FL 32578
30°28'34.83" N, 86°24'28.23"W

S. CLATCHEY LICENSE NUMBER 6178 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Shannon Clatchey
Professional Surveyor and Mapper Florida Registration #6178
Business #7350

FPL

February 20, 2024

Attorney Jeff Burns
P.O. Box 4097
Shalimar, Florida 32579

RE: Partial Easement Release – 6 Pine Ridge Trace Destin, FL

Jeffrey,

It was a pleasure working with you. I did receive the $250.00 check for the release. Find enclosed the original Partial Easement Release ready for recording. Please let me know if you any additional assistance.

Jim Jernigan
Senior Land Agent
Florida Power and Light Company
One Energy Place
Corporate Real Estate - BIN 0093
500 Bayfront Parkway
Pensacola, Florida 32520
850-444-6321

This instrument was prepared by:

Jim Jernigan
Florida Power & Light Company
One Energy Place
Corporate Real Estate - BIN 0093
500 Bayfront Parkway
Pensacola, Florida 32520

PARTIAL RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, as the owner and holder of that certain Easement recorded in Official Records Book 1215, Page 1443 of the Public Records of Okaloosa County, Florida ("Easement"), for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by it, does hereby release so much of said Easement as lies within the following described real property:

See Exhibit A attached hereto and made a part hereof ("Released Property");

and hereby agrees that from and after the date hereof the herein described Released Property shall be freed of the Easement and the rights and privileges granted therein. This release applies only to the Released Property specifically described herein and in no way releases or affects other lands, if any, encumbered by the Easement.

[Signature and acknowledgment appear on following page.]

IN WITNESS WHEREOF, Florida Power & Light Company has caused this Partial Release of Easement to be signed this 15 day of Febuary, 2024.

Florida Power & Light Company,
a Florida corporation

Signature: _____
Print Name: Jim Jerrigan
500 Bayfront Parkway
Pensacola, Florida 32520

By: _____
Print Name: William Maudlin
Its: Project Director, CRE

Signature: _____
Print Name: Ronald Chambers
500 Bayfront Parkway
Pensacola, Florida 32520

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF Santa Rosa)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of Febuary, 2024, by William Maudlin, as Project Director, CRE of Florida Power & Light Company, a Florida corporation, on behalf of the corporation.

[NOTARIAL SEAL]

Notary: _____
Print Name: Ronald Perry Chambers, Jr
Notary Public, State of Florida
My commission expires: 4/27/2027

NOTARY PUBLIC
Expires 4/27/2027
Ronald Perry Chambers Jr
My Commission HH 392134
STATE OF FLORIDA

☑ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced _____

Exhibit A

Encroachment into Environmental Preservation Area
(As Written)
Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S 28°04'33" W for 39.67 feet to the Southwest corner; thence N 61°49'47" W, 29.25 feet; thence run N 28°04'18" E a distance of 39.65 feet to the Southerly right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61°51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less.

Subject: RE: Right of Way Vacation - Letter Request
Date: Tuesday, October 10, 2023 at 12:46:16 Central Daylight Time
From: Dixon, Roger (CCI-Southeast) <Roger.Dixon@cox.com>
To: Jeffrey Burns <jburns@burnsfirmlegal.com>
Attachments: image001.png, Exhibit A - ROW Survey.pdf, Exhibit B - Title Search.pdf

Mr. Burns,

Cox has no objections to this request to vacate the ROW as described. Cox has no facilities that would be impacted in the requested vacate location.

Thank you,

Roger Dixon
SR Construction Planner
Outside Plant Construction Gulf Coast
320 Racetrack Rd. NW, Fort Walton Beach, FL 32547
Office 850-314-8163 Cell 850-259-5083



Access OSP Resources and Support Requests Here
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Please don't print this e-mail unless it's necessary. Go Green.

From: Jeffrey Burns <jburns@burnsfirmlegal.com>
Sent: Tuesday, October 10, 2023 11:38 AM
To: Dixon, Roger (CCI-Southeast) <Roger.Dixon@cox.com>
Subject: [EXTERNAL] Right of Way Vacation - Letter Request

Mr. Dixon,

I represent Amanda Belcher, owner of 6 Pine Ridge Trace, Destin, Florida 32541 (Okaloosa County Parcel ID# 00-2S-22-2077-0000-0060). Ms. Belcher is requesting a vacation of a portion of a right of way located on the rear lot line of her property, the portion of which is represented in green on the Survey attached as Exhibit "A".

In order to submit a Right of Way Vacation Application to the City of Destin we will need an approval email or letter stating no objections, or recommending denial for a reason.

The Okaloosa County Parcel ID# for the entire Right of Way is 00-2S-22-2077-0000-0EPA, and the portion to be vacated is described on the attached Survey as:

"Encroachment into Environmental Preservation Area (As Written) Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S for 39.67 feet to the Southwest corner; thence N thence run N right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61° 51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less."

While the Right of Way is described as an Easement Preservation Area, the Easement Preservation Area was dedicated to the City in the 1980s, and the City considers it to be a Right of Way. Indeed, the Title Work attached as Exhibit "B" indicates that the City of Destin is the owner of the Easement Preservation Area constituting the Right of Way.

In closing, my client needs an approval letter stating no objections or recommending denial for a reason.

Please feel free to call if you have any questions.

Attorney Jeff Burns
Florida Bar and Alabama Bar Member,
Florida Supreme Court Certified Circuit Civil Mediator, and
Former Florida Circuit Court Judge

P.O. Box 4097
Shalimar, Florida 32579
jburns@burnsfirmlegal.com
(850) 582-5765
www.burnsfirmlegal.com

Subject: FW: Right of Way Vacation - Letter Request
Date: Tuesday, October 10, 2023 at 13:17:02 Central Daylight Time
From: MANNING, TOM <tm2709@att.com>
To: Jeffrey Burns <jburns@burnsfirmlegal.com>
CC: CHANDLER, JASON <jc5372@att.com>
Attachments: image001.png, Exhibit A - ROW Survey.pdf, Exhibit B - Title Search.pdf

Good afternoon Mr. Burns. I have reviewed the AT&T plats and the Company has no facilities in the environmental protection area located at the rear of 6 Pine Ridge Trace in Destin, Florida. AT&T Florida has no objection to the vacation of this easement.

Sincerely,

Tom Manning
SR Specialist OSP Plng and Engrg Design
Access-Construction & Engineering

AT&T Florida
6689 E. Magnolia St.
Milton, Fl. 32570-3682
m: 850-463-5176 | tm2709@att.com

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From: Jeffrey Burns <jburns@burnsfirmlegal.com>
Sent: Tuesday, October 10, 2023 12:09 PM
To: MANNING, TOM <tm2709@att.com>
Cc: FILLINGIM, MICHAEL <mf2504@att.com>
Subject: Right of Way Vacation - Letter Request

Mr. Manning,

I represent Amanda Belcher, owner of 6 Pine Ridge Trace, Destin, Florida 32541 (Okaloosa County Parcel ID# 00-2S-22-2077-0000-0060). Ms. Belcher is requesting a vacation of a portion of a right of way located on the rear lot line of her property, the portion of which is represented in green on the Survey attached as Exhibit "A".

In order to submit a Right of Way Vacation Application to the City of Destin we will need an approval email or letter stating no objections, or recommending denial for a reason.

The Okaloosa County Parcel ID# for the entire Right of Way is 00-2S-22-2077-0000-0EPA, and the portion

to be vacated is described on the attached Survey as:

"Encroachment into Environmental Preservation Area (As Written) Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S for 39.67 feet to the Southwest corner; thence N thence run N right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61° 51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less."

While the Right of Way is described as an Easement Preservation Area, the Easement Preservation Area was dedicated to the City in the 1980s, and the City considers it to be a Right of Way. Indeed, the Title Work attached as Exhibit "B" indicates that the City of Destin is the owner of the Easement Preservation Area constituting the Right of Way.

In closing, my client needs an approval letter stating no objections or recommending denial for a reason.

Please feel free to call if you have any questions.

Attorney Jeff Burns
Florida Bar and Alabama Bar Member,
Florida Supreme Court Certified Circuit Civil Mediator, and
Former Florida Circuit Court Judge

P.O. Box 4097
Shalimar, Florida 32579
jburns@burnsfirmlegal.com
(850) 582-5765
www.burnsfirmlegal.com

Subject: RE: Right of Way Vacation - Letter Request
Date: Tuesday, October 10, 2023 at 18:21:39 Central Daylight Time
From: Mitch Anderson <MitchAnderson@okaloosagas.com>
To: Jeffrey Burns <jburns@burnsfirmlegal.com>
CC: ryanburns@okaloosagas.com <ryanburns@okaloosagas.com>

Looks good to me, we don't have any gas in that ROW. I don't see us wanting to utilize it in the future either since we prefer to not have the gas in the back of the homes. We don't object to the vacation of the ROW for Okaloosa County Parcel ID# 00-2S-22-2077-0000-0060. If you need anything additionally from me please let me know.

Mitch Anderson
Okaloosa Gas District
Engineering Supervisor
850-420-6612

From: Jeffrey Burns <jburns@burnsfirmlegal.com>
Sent: Tuesday, October 10, 2023 11:47 AM
To: Mitch Anderson <MitchAnderson@okaloosagas.com>
Cc: ryanburns@okaloosagas.com
Subject: Right of Way Vacation - Letter Request

Mr. Anderson,

I represent Amanda Belcher, owner of 6 Pine Ridge Trace, Destin, Florida 32541 (Okaloosa County Parcel ID# 00-2S-22-2077-0000-0060). Ms. Belcher is requesting a vacation of a portion of a right of way located on the rear lot line of her property, the portion of which is represented in green on the Survey attached as Exhibit "A".

In order to submit a Right of Way Vacation Application to the City of Destin we will need an approval email or letter stating no objections, or recommending denial for a reason.

The Okaloosa County Parcel ID# for the entire Right of Way is 00-2S-22-2077-0000-0EPA, and the portion to be vacated is described on the attached Survey as:

"Encroachment into Environmental Preservation Area (As Written) Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S for 39.67 feet to the Southwest corner; thence N thence run N right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61° 51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less."

While the Right of Way is described as an Easement Preservation Area, the Easement Preservation Area was dedicated to the City in the 1980s, and the City considers it to be a Right of Way. Indeed, the Title Work attached as Exhibit "B" indicates that the City of Destin is the owner of the Easement Preservation Area constituting the Right of Way.

In closing, my client needs an approval letter stating no objections or recommending denial for a reason.

Please feel free to call if you have any questions.

Attorney Jeff Burns
Florida Bar and Alabama Bar Member,
Florida Supreme Court Certified Circuit Civil Mediator, and
Former Florida Circuit Court Judge

P.O. Box 4097
Shalimar, Florida 32579
jburns@burnsfirmlegal.com
(850) 582-5765
www.burnsfirmlegal.com

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10/24/2023

CenturyLink

Amanda J. Belcher
6 Pine Ridge Trace
Destin, FL 32541

P858305
No Reservations/No Objection

SUBJECT: Vacation request for a portion of the Environmental Preservation Area right-of-way adjacent to Lot 6, Pine Ridge Trace, as recorded in Plat Book 7, Pages 60-61, of the Public Records of Okaloosa County, Florida.

To Whom It May Concern:

CenturyLink of Florida, Inc. d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

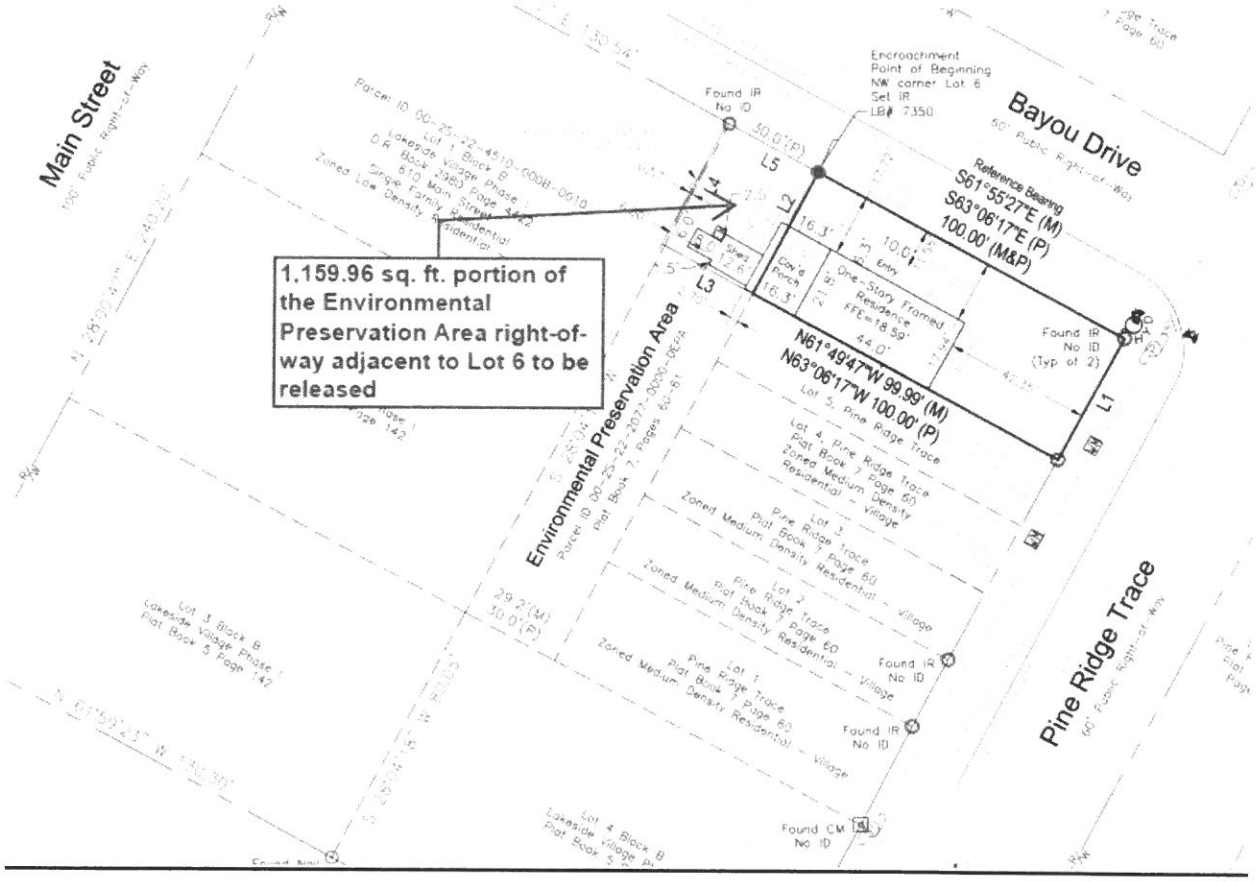
This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you have any questions, please contact Ryan Stiglets at 405-289-5650 or ryan.stiglets@lumen.com.

Sincerely,
CenturyLink Right of Way Team

Exhibit "A"

Pine Ridge Trace



Proposed area located within Pine Ridge Trace, a Townhome Development, to be vacated:

All that portion of the Environmental Preservation Area right-of-way lying adjacent to and abutting Lot 6, Pine Ridge Trace, as recorded in Plat Book 7, Pages 60-61, Public Records of Okaloosa County, Florida, more particularly described as follows:

Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S 28°04'33" W for 39.67 feet to the Southwest corner; thence N 61°49'47" W 29.25 feet; thence run N 28°04'18" E a distance of 39.65 feet to the Southerly right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61°51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less

Subject: RE: Right of Way Vacation Application - Letter Request
Date: Monday, October 30, 2023 at 10:57:46 Central Daylight Time
From: Monica Wallis
To: Jeffrey Burns
CC: Lockwood Wernet

Jeff –

DWU has been in discussions with the City about this Environmental Preservation Area and the need for potential easements. The area behind Mrs. Belcher's property is not currently an area of concern for needing an easement and therefore we have no objection to her request of this area.

Please let me know if you have any further questions.

THANKS!

Monica M. Wallis, P.E.
Operations Manager
Destin Water Users, Inc.
14 Industrial Park Lane
Destin, FL 32541
850-837-6146
850-337-3945 – Direct
850-699-3665 – Cell
850-837-0465 – Fax

From: Jeffrey Burns <jburns@burnsfirmlegal.com>
Sent: Tuesday, October 10, 2023 10:11 AM
To: Monica Wallis <mwallis@dwuinc.com>
Subject: Right of Way Vacation Application - Letter Request

External Email: Caution

Monica,

I hope all is well.

I represent Amanda Belcher, owner of 6 Pine Ridge Trace, Destin, Florida 32541 (Okaloosa County Parcel ID# 00-2S-22-2077-0000-0060). Ms. Belcher is requesting a vacation of a portion of a right of way located on the rear lot line of her property, the portion of which is represented in green on the Survey attached as Exhibit "A". In order to submit a Right of Way Vacation Application to the City of Destin we will need an approval email or letter stating no objections, or recommending denial for a reason.

The Okaloosa County Parcel ID# for the entire Right of Way is 00-2S-22-2077-0000-0EPA, and the portion

to be vacated is described on the attached Survey as:

"Encroachment into Environmental Preservation Area (As Written) Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S for 39.67 feet to the Southwest corner; thence N thence run N right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61° 51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less."

While the Right of Way is described as an Easement Preservation Area, the Easement Preservation Area was dedicated to the City in the 1980s, and the City considers it to be a Right of Way. Indeed, the Title Work attached as Exhibit "B" indicates that the City of Destin is the owner of the Easement Preservation Area constituting the Right of Way.

In closing, my client needs an approval letter stating no objections or recommending denial for a reason. Please feel free to call if you have any questions.

Thank you,
Jeffrey L. Burns
jburns@burnsfirmlegal.com
850.830.4723

Attorney Jeff Burns
Florida Bar and Alabama Bar Member,
Florida Supreme Court Certified Circuit Civil Mediator, and
Former Florida Circuit Court Judge

P.O. Box 4097
Shalimar, Florida 32579
jburns@burnsfirmlegal.com
(850) 582-5765
www.burnsfirmlegal.com

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Okaloosa County Property Appraiser

Results

62 Results

Parcel ID	Owner	Property Address	City	Homestead	Legal Description	Last Sale	Map
00-2S-22-1320-0000-PARK	CITY OF DESTIN	605 MAIN ST	DESTIN	N	1ST JOES BAYOU DESTIN		Map
00-2S-22-1320-0033-0000	KALINOSKI KENNETH A & JEAN M KALINOSKI JEAN M	701 BAYOU DR	DESTIN	N	1ST JOES BAYOU DESTIN	6/19/2020	Map
00-2S-22-1650-000B-0090	DRIGGERS ARTHUR H III & DRIGGERS KATHERINE EGGERS	700 BAYOU DR	DESTIN	Y	MORENO ACRES S/D	11/23/1999	Map
00-2S-22-2077-0000-0010	PHILLIPS CARTER L	1 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	10/5/2022	Map
00-2S-22-2077-0000-0020	VENUS JAMES D & BARBARA VENUS BARBARA	2 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	2/1/1990	Map
00-2S-22-2077-0000-0030	CARROLL BARBARA J	3 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	12/10/2009	Map
00-2S-22-2077-0000-0040	WEN WENDY & HUFFMAN GREGORY HUFFMAN GREGORY	4 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	8/16/2011	Map
00-2S-22-2077-0000-0050	STUART MICHELLE	5 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	7/1/1999	Map
00-2S-22-2077-0000-0060	BELCHER AMANDA J	6 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	2/1/1994	Map
00-2S-22-2077-0000-0070	MILLER JARROD S	7 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	8/31/2011	Map
00-2S-22-2077-0000-0080	DICESARE V P JR & PATRICIA DICESARE PATRICIA	8 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	4/1/1994	Map
00-2S-22-2077-0000-0090	YOUNG TIERRA	9 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	4/7/2016	Map
00-2S-22-2077-0000-0100	BRADY SHAWN W	10 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	12/18/2013	Map
00-2S-22-2077-0000-0110	PHILLIPS VIVIAN J	11 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	1/4/2013	Map
00-2S-22-2077-0000-0120	PRESCOTT JEFFREY A & MABEL R PRESCOTT MABEL R	12 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	5/16/2008	Map
00-2S-22-2077-0000-0130	ALLEN CELIA S TRUST	13 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	10/10/2013	Map
00-2S-22-2077-0000-0140	SMITH ROSEMARY M & SCHINELL J SCHINELL JOSEPH M	14 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	8/12/2021	Map
00-2S-22-2077-0000-0150	PITTMAN BRITTANY M DOWNING BRITTANY M	15 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	1/12/2016	Map
00-2S-22-2077-0000-0160	PRESCOTT JEFFREY A & MABEL R PRESCOTT MABEL R	16 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	6/23/2008	Map
00-2S-22-2077-0000-0EPA	CITY OF DESTIN	PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE		Map
00-2S-22-2077-0000-1240	PRESCOTT JEFFREY & MABEL R PRESCOTT MABEL R	124 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	2/26/1999	Map
00-2S-22-2077-0000-1250	BRADY AMANDA M (LIFE ESTATE)	125 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	3/28/2023	Map
00-2S-22-2077-0000-1260	PRESCOTT MABEL R & JEFFREY A PRESCOTT JEFFREY A	126 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	3/28/2017	Map
00-2S-22-2077-0000-1270	MARCEV ERIC & ARCEGA JEMIELYN ARCEGA JEMIELYN	127 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	1/7/2021	Map
00-2S-22-2077-0000-1280	SPICER CATHERINE E (LIFE EST) SPICER CATHERINE E TRUST	128 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	12/16/2021	Map
00-2S-22-2077-0000-1290	FLOYD CYNTHIA	129 BAYOU DR	DESTIN	Y	PINE RIDGE TRACE	2/26/2008	Map
00-2S-22-2077-0000-1300	DESTIN NINA ROBSON 2023 TRUST	130 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	5/1/2023	Map
00-2S-22-2077-0000-1310	MELFI VINCENT D	131 BAYOU DR	DESTIN	Y	PINE RIDGE TRACE	2/20/2019	Map
00-2S-22-2077-0000-1320	GROVES MARIA E	132 BAYOU DR	DESTIN	Y	PINE RIDGE TRACE	2/20/2020	Map
00-2S-22-2077-0000-1330	BRYANT CHERYL	133 BAYOU DR	DESTIN	Y	PINE RIDGE TRACE	10/30/2015	Map
00-2S-22-2077-0000-1340	ALLEN CELIA S TRUST	134 TIMBER CT	DESTIN	N	PINE RIDGE TRACE	1/13/2015	Map
00-2S-22-2077-	MORRIS BRANDY	135 TIMBER CT	DESTIN	N	PINE RIDGE TRACE	5/20/2013	Map

	0000-1350							
	00-2S-22-2077-0000-1360	WEST LORY	136 TIMBER CT	DESTIN	Y	PINE RIDGE TRACE	6/18/2004	Map
	00-2S-22-2077-0000-1370	TETMAN CASEY	137 TIMBER CT	DESTIN	N	PINE RIDGE TRACE	5/13/2021	Map
	00-2S-22-2077-0000-1680	WERNER TIFFANY F	168 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	3/23/2022	Map
	00-2S-22-2077-0000-1690	PANGEA ALLOY FL LLC	169 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	7/28/2023	Map
	00-2S-22-2077-0000-1700	TATUM NICOLETA & TOBIE L TATUM TOBIE L	170 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	1/7/2020	Map
	00-2S-22-2077-0000-1710	BUROKER DOUGLAS A & ANN E BUROKER ANN E	171 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	9/10/2010	Map
	00-2S-22-2077-0000-1720	HALEY FAMILY PROPERTIES LLC	172 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	7/19/2022	Map
	00-2S-22-2077-0000-1730	HANNA TOBY (LIFE ESTATE)	173 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	4/19/2022	Map
	00-2S-22-2077-0000-1740	POOLE SAMUEL C & CHELSEE H POOLE CHELSEE H	174 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	9/21/2022	Map
	00-2S-22-2077-0000-1750	GUESSFORD CLAYTON NOEL	175 BAYOU DR	DESTIN	Y	PINE RIDGE TRACE	7/21/2009	Map
	00-2S-22-2077-0000-1760	MARCADES DEAN J	176 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	11/15/2016	Map
	00-2S-22-2079-000B-0070	LEE STEVEN P	37 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE RESUB	11/30/2022	Map
	00-2S-22-2079-000B-0080	KELLER DEBRA L (LIFE ESTATE)	35 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE RESUB	8/24/2021	Map
	00-2S-22-2079-000B-0090	SAILORS CAROL A	33 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE RESUB	5/30/2003	Map
	00-2S-22-2079-000B-0100	HOORMAN J G & DAHLSTROM PAULA DAHLSTROM PAULA	18 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE RESUB	12/18/2000	Map
	00-2S-22-2079-000B-0110	TRAINOR JACKSON R & ANGELIA D TRAINOR ANGELIA D	20 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE RESUB	6/30/2021	Map
	00-2S-22-4510-000A-0010	FRANKLIN PATRICIA	700 N LAKESIDE DR	DESTIN	Y	LAKESIDE VILLAGE	4/8/2005	Map
	00-2S-22-4510-000A-0020	BLAISE IAN M & HALEY L BLAISE HALEY L	702 N LAKESIDE DR	DESTIN	Y	LAKESIDE VILLAGE	8/24/2018	Map
	00-2S-22-4510-000A-0030	GORDON JOHN G III	802 DAWN LN	DESTIN	N	LAKESIDE VILLAGE	4/20/2022	Map
	00-2S-22-4510-000A-0070	POORE DAVID L	DAWN LN	DESTIN	N	LAKESIDE VILLAGE	7/14/2021	Map
	00-2S-22-4510-000B-0010	EGGMAN KENNETH R JR	610 MAIN ST	DESTIN	Y	LAKESIDE VILLAGE	4/15/2011	Map
	00-2S-22-4510-000B-0020	PIPER STEVEN K & DANIELLA M PIPER DANIELLA M	608 MAIN ST	DESTIN	Y	LAKESIDE VILLAGE	4/4/2016	Map
	00-2S-22-4510-000B-0030	VILLANO MICHAEL J & BROOKE VILLANO BROOKE	701 N LAKESIDE DR	DESTIN	N	LAKESIDE VILLAGE	12/22/2020	Map
	00-2S-22-4510-000B-0040	GOODMAN KATHLEEN E	703 N LAKESIDE DR	DESTIN	N	LAKESIDE VILLAGE	11/22/2005	Map
	00-2S-22-4510-000C-0010	STEELE KYLE D	803 N LAKESIDE DR	DESTIN	Y	LAKESIDE VILLAGE	5/4/2021	Map
	00-2S-22-4510-000C-0020	SUTTERLIN DAVID	805 N LAKESIDE DR	DESTIN	Y	LAKESIDE VILLAGE	6/30/2021	Map
	00-2S-22-4510-000C-0030	ROBSON STEPHEN F	807 N LAKESIDE DR	DESTIN	N	LAKESIDE VILLAGE	7/15/2014	Map
	00-2S-22-4510-000E-0060	WESLYS RENTALS LLC	706 MAIN ST	DESTIN	N	LAKESIDE VILLAGE	11/27/2018	Map
	00-2S-22-4510-000E-0070	MURPHREE THOMAS B III ****	704 MAIN ST	DESTIN	Y	LAKESIDE VILLAGE	4/28/2021	Map
	00-2S-22-4510-000E-0080	HOUSE BRANDON R & MAMI HOUSE MAMI	702 MAIN ST	DESTIN	Y	LAKESIDE VILLAGE	12/22/2011	Map

Field Export

62 Results

Select export file format:

Excel (.xlsx)

Download

PREPARED BY AND RETURN TO:
Kimberly Romano Kopp
City Attorney
4200 Indian Bayou Trail
Destin, Florida 32541

Parcel Id No: 00-2S-22-2077-0000-0060

(Space Above Reserved for Recording Information)

GRANT OF PUBLIC ACCESS EASEMENT

THIS INDENTURE, made this Day of Month, 2024, ("**Easement Agreement**") by and between Amanda Belcher, whose principal address is, 6 Pine Ridge Trace Destin, Florida 32541, hereinafter "Grantor", in favor of CITY OF DESTIN, a municipal corporation existing under the laws of the State of Florida, whose address is 4200 Indian Bayou Trail, Destin, FL 32541, hereinafter the "Grantee", its successors and assigns.

WITNESSETH:

For the consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor(s) in hand paid by said Grantee, the receipt of which is hereby acknowledged, in pursuance of the parties' mutual agreement for the creation of an access and maintenance easement and other good and valuable consideration, receipt of which is acknowledged, Grantor grants unto Grantee, its successors and assigns, an easement for the purpose of public access and maintenance of the remaining segment of the Environmental Preservation Area as defined in the Pine Ridge Trace Plat, as recorded in the Okaloosa County records in Plat Book 7 & Page 60-61, specifically for the purpose of access as permitted by state and city laws, ordinances, rules and regulations, as amended, for ingress and egress and the right to access and maintain from time to time within the Environmental Preservation Area as Grantee may deem necessary over, along, through, in, above, within and under the easement described below, with Grantor accepting responsibility for maintaining clear access area within the Access easement, said easement lying and being in the City of Destin, Okaloosa County, Florida, being legally described and depicted on the legal description and survey attached hereto as Exhibit "A."

Grantor(s) hereby covenants with said Grantee that said Grantor(s) is lawfully seized of fee simple title to the real property subject easement and that Grantor(s) hereby fully warrants and defends the title to the easement hereby granted and conveyed against the lawful claims of all

persons whomsoever. Grantor(s) shall not make any improvements within the easement which will conflict or interfere with the easement rights granted herein.

It is also understood and agreed that the Easement shall revert to Grantor, or Grantor's successors or assigns if the Environmental Preservation Area is no longer associated with the uses set forth in this Easement Agreement.

THE RIGHTS granted in this agreement are a dedication in the form of a limited public right of way and shall be possessed and enjoyed by Grantee, its successors or assigns, in perpetuity, until any of the reverter clauses are triggered, or until Grantee determines that it has no public purpose for the use of the easement granted herein.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

IN WITNESSES WHEREOF, the Grantor has hereunto set Grantor’s hand and seal the day and year first above written.

(Signature Page Follows)

WITNESSES:

_____
(Witness 1 Signature)
Print Name:

_____
(Witness 2 Signature)
Print Name:

GRANTOR

6 Pine Ridge Trace Destin, FL 32541

By:_____
Printed name: Amanda Belcher
Title: Property Owner

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online this _____ day of _____, 2024 by Amanda Belcher as Property Owner of 6 Pine Ridge Trace Destin, FL 32541.

_____
Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

_____
Name of Notary Typed, Printed or Stamped

My Commission Expires:_____

Commission No.:_____

Approved for legal sufficiency for the City of Destin:

_____
Kimberly Romano Kopp, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Commence at the Northwest corner of Lot 6, Pine Ridge Trace, Lot 6, as recorded in Plat Book 7, Pages 60-61, Public Records of Okaloosa County, Florida, proceed along the Westerly boundary of said Lot 6 S 28°04'33" W for 39.67 feet to the Southwest corner; thence run N 61°49'47" W, 19.25 feet to the Easement Point of Beginning; thence run N 61° 49'47" W, 10.00 feet; thence run N 28° 04'18" E a distance of 39.65 feet to the Southerly right-of-way of Bayou Drive (60' right of way); thence proceed along said right-of-way S 61° 51'46" E for 10.00 feet; thence run S 28° 04'33" W for 39.67 feet to the Easement Point of Beginning.

Contains 0.01 acres or 386.65 Sq. Ft. more or less. 28°04'33"

Community Development Department

Engineering Division

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

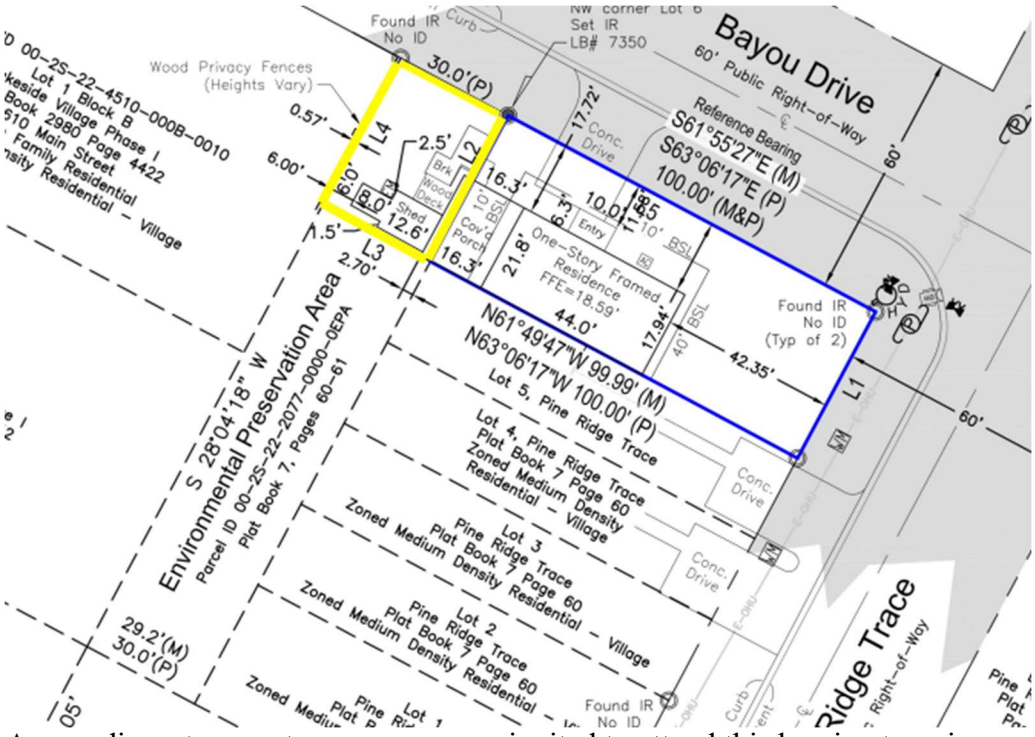
January 24, 2025 Via: US Mail

Dear Property Owner:

You are hereby notified that the City of Destin City Council will hold a Public Meeting on Monday, March 3, 2025 at 6:00 p.m., at Destin City Hall Annex Council Chambers, 4100 Indian Bayou Trail, Destin, Florida.

The Public Meeting will consider the following request:

Vacation of Right-of-way (VROW) Application 24-01, the property owners of 6 Pine Ridge Trace, specifically Amanda Belcher, in Pine Ridge Trace Subdivision, are requesting approval of a segment of Environmental Preservation Area directly adjacent and west of 6 Pine Ridge Trace. The proposed vacation will consist of the Environmental Preservation Area (said segment containing 0.03 acres more or less). The specific location is Township 2 South, Range 22 West near the westerly end of Pine Ridge Trace.



As an adjacent property owner you are invited to attend this hearing to voice any comments, concerns, or objections that you may have, or you may submit those in writing to the above hearing date and mail to:

City of Destin
Attn: February 18, 2025 City Council Meeting
4200 Indian Bayou Trail
Destin, Florida 32541

"Persons with disabilities who require assistance to participate in this meeting are requested to notify the Public Services Office 850/837-4242 at least 48 hours in advance".

If you have any questions, please feel free to contact me at (850) 837-4242.

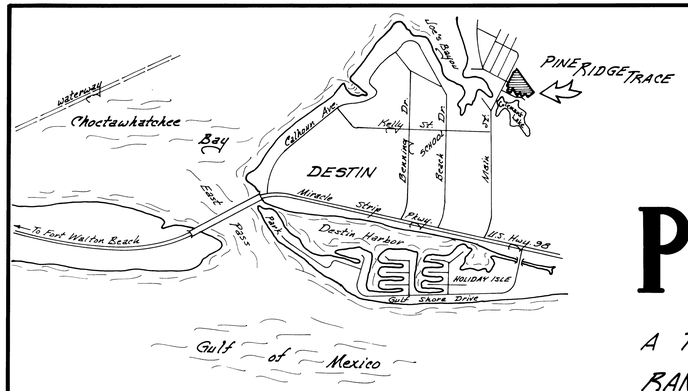
Sincerely,

JD Bodi
Joseph D. Bodi, Engineering Assistant II

cc:
Compass File


City of Destin
Notice
of
City Council Meeting
Vacation of Environmental Preservation Area
Time: 6:00pm
Date: March 3, 2025
Located at Destin City Hall Annex
4100 Indian Bayou Trail, Destin, FL
UNITED STATES POSTAL SERVICE

PLAT BOOK 1, PAGE 1



PINE RIDGE TRACE

A TOWNHOME DEVELOPMENT LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, TOWN of DESTIN, OKALOOSA COUNTY, FLORIDA



DESCRIPTION

BEGINNING AT A CONCRETE MONUMENT (P.R.M. No. 3292) MARKING THE NORTHEAST CORNER OF LOT 1, BLOCK E, LAKESIDE VILLAGE, PHASE 1, AS RECORDED IN PLAT BOOK 5, PAGE 142, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, GO THENCE S.52°00'00"W, 67.36 FEET; THENCE S. 26° 53'43"W, 780.00 FEET; THENCE S.63°06'17"E, 130.00 FEET; THENCE S. 26°53'43"W, 80.00 FEET; THENCE S. 52°46'58"E, 60.38 FEET; THENCE N. 89°58'43"E, 143.56 FEET; THENCE S 38°00'00"E, 530.86 FEET; THENCE N.52°00'00"E, 135.90 FEET; THENCE S.38°00'00"E, 40.68 FEET TO THE P.C. OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 33°17'51", A TANGENT OF 35.89 FEET, A CHORD BEARING AND DISTANCE OF S.21°21'04"E, 68.76 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 69.74 FEET TO THE P.T.; THENCE N.35°17'51"E, 60.00 FEET; THENCE N.51°50'35"E, 159.55 FEET; THENCE S.38°00'00"E, 101.01 FEET; THENCE N.52°00'00"E, 45.00 FEET; THENCE S. 38°00'00"E, 136.36 FEET; THENCE S.67°22'15"W, 86.90 FEET TO THE P.C. OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 202.68 FEET, A CENTRAL ANGLE OF 17°01'26", A TANGENT OF 30.34 FEET, A CHORD BEARING AND DISTANCE OF S.22°37'46"E, 60.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 60.22 FEET TO THE P.T.; THENCE N.67°22'15"E, 66.98 FEET; THENCE S.22°37'45"E, 150.57 FEET; THENCE N.52°00'00"E, 350.00 FEET TO A POINT ON THE DESTIN AIRPORT BOUNDARY; THENCE N.38°00'00"W. 1585.60 FEET TO THE POINT-OF-BEGINNING. CONTAINING 18.54 ACRES, MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT F.B. BEAR, G.W. MEHLING, AND J.C. MONTANA, THE FEE SIMPLE OWNERS OF THE PROPERTY DESCRIBED IN THIS PLAT OF PINE RIDGE TRACE, A TOWNHOME DEVELOPMENT, DO HEREBY DECLARE THAT THEY HAVE CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ON THIS PLAT, AND HEREBY DEDICATE TO THE PUBLIC FOR THEIR USE, ALL STREETS, ROADS, THOROUGHFARES, AND ENVIRONMENTAL PRESERVATION ARES SHOWN HEREON.

F.B. BEAR — G.W. MEHLING — J.C. MONTANA

ATTEST — ATTEST — ATTEST

ACKNOWLEDGEMENT STATE OF FLORIDA, COUNTY OF OKALOOSA

BEFORE THE UNDERSIGNED PERSONALLY APPEARED F.B. BEAR, G.W. MEHLING, AND J.C. MONTANA, KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH THIS 5TH DAY OF October, 1981.

MY COMMISSION EXPIRES [illegible] NOTARY PUBLIC

TITLE OPINION

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY-AT-LAW, LICENSED IN FLORIDA, THAT TITLE TO LAND DESCRIBED HEREON IS IN THE NAME OF THE DEDICATORS AS SHOWN HEREON, AND THAT THERE ARE NO UNSATISFIED MORTGAGES ON THE LAND THIS 8TH DAY OF OCTOBER, 1981.

ATTORNEY-AT-LAW Roy E. Campbell

PREPARED BY

CHOCTAW ENGINEERING, INC.
Engineers — Surveyors
172 TRUXTON AVENUE
FT. WALTON BEACH, FLORIDA

DATE October 8, 1981

COUNTY ENGINEER'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COUNTY ENGINEER OF OKALOOSA COUNTY, FLORIDA. AND WAS APPROVED BY HIM ON THE 20 DAY OF OCTOBER, 1981.

COUNTY ENGINEER David J. Dimmick

PLANNING COMMISSION'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PLANNING COMMISSION OF OKALOOSA COUNTY, FLORIDA, AND WAS APPROVED BY THEM ON THE 22 nd DAY OF JULY, 1982.

CHAIRMAN A. M. Lain

COUNTY COMMISSIONER'S APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, AND APPROVED BY THEM FOR RECORD ON THE 19 DAY OF APRIL, 1983.

CHAIRMAN — MEMBER — MEMBER

MEMBER — MEMBER

COUNTY CLERK'S CERTIFICATE

I, NEWMAN C. BRACKIN, HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE ____ DAY OF ____, 1983, IN PLAT BOOK ____, PAGES ____.

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I, BASIL BOLES, HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED UNDER MY DIRECTION AND SUPERVISION; THAT P.R.M.'S HAVE BEEN PLACED AS INDICATED HEREON (P.C.P.'S WILL BE SET), AND THAT IT COMPLIES WITH ALL PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AS WELL AS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FLORIDA PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 1163
DATE October 8, 1981

PINE RIDGE TRACE
a Townhome development Sheet 1 of 2

PB 7-60
Pine Ridge Trace
Becky

PLAT BOOK 1, PAGE 61

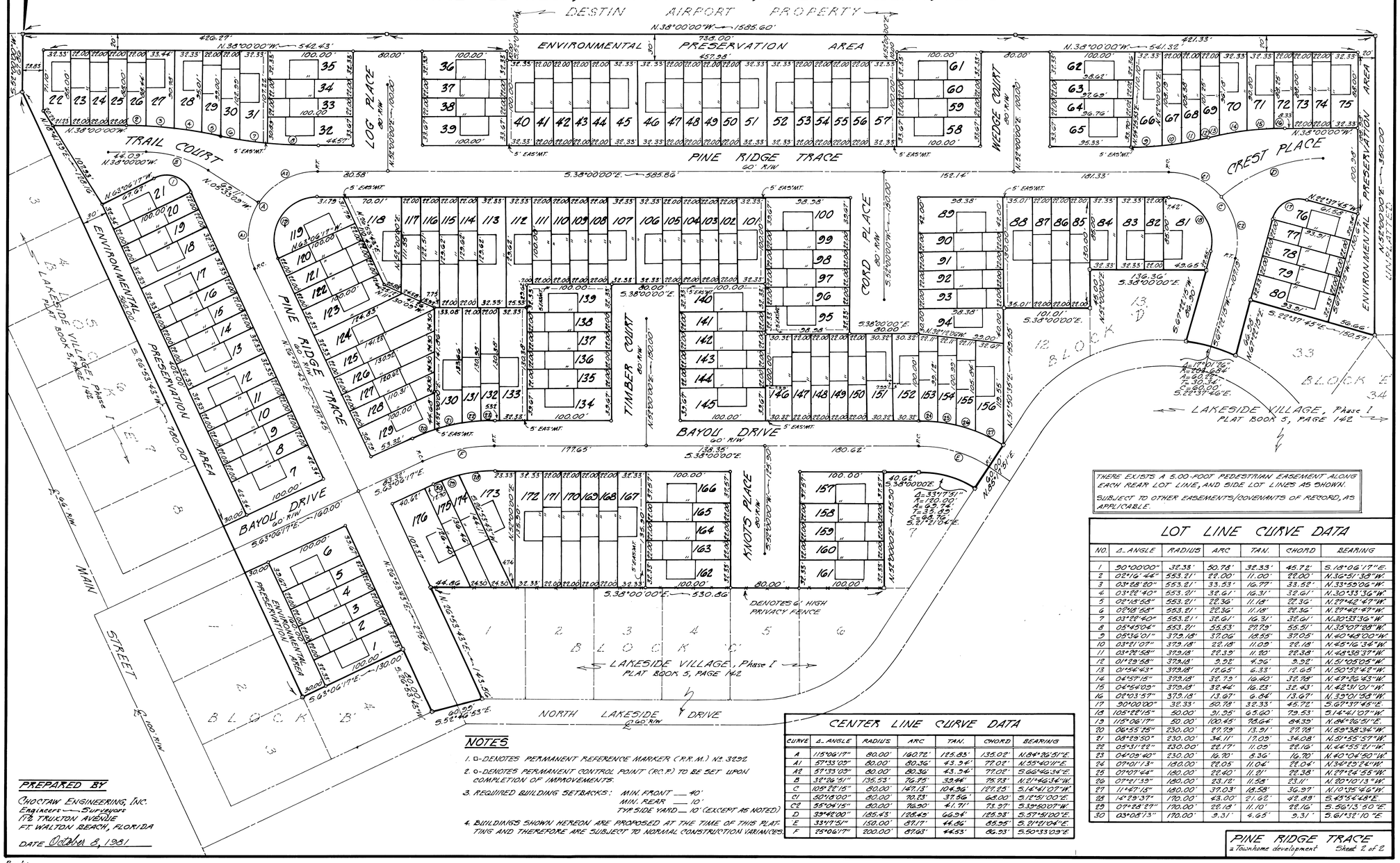
PINE RIDGE TRACE

A TOWNHOME DEVELOPMENT LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, TOWN of DESTIN, OKALOOSA COUNTY, FLORIDA

PLAT NORTH

50 0 50 100

1 INCH = 50 FEET
GRAPHIC SCALE



PB 7-61

Pine Ridge Trace

THERE EXISTS A 5.00 FOOT PEDESTRIAN EASEMENT ALONG EACH REAR LOT LINE, AND SIDE LOT LINES AS SHOWN.

SUBJECT TO OTHER EASEMENTS/COVENANTS OF RECORD, AS APPLICABLE.

LOT LINE CURVE DATA

NO.	Δ ANGLE	RADIUS	ARC	TAN.	CHORD	BEARING
1	90°00'00"	32.33'	50.78'	32.33'	45.72'	S.13°06'17"E.
2	02°16'44"	553.21'	22.00'	11.00'	22.00'	N.36°51'39"W.
3	03°28'20"	553.21'	33.53'	16.77'	33.52'	N.33°55'06"W.
4	03°19'40"	553.21'	32.61'	16.31'	32.61'	N.30°33'36"W.
5	02°48'59"	553.21'	27.38'	11.18'	27.38'	N.27°42'47"W.
6	02°18'58"	553.21'	22.36'	11.18'	22.36'	N.25°42'47"W.
7	03°22'40"	553.21'	32.61'	16.31'	32.61'	N.30°33'36"W.
8	05°45'04"	553.21'	55.53'	27.79'	55.51'	N.35°07'28"W.
9	05°36'01"	373.18'	37.06'	18.55'	37.05'	N.40°48'00"W.
10	03°21'07"	373.18'	22.18'	11.09'	22.18'	N.45°16'34"W.
11	03°39'58"	373.18'	22.39'	11.20'	22.38'	N.48°38'37"W.
12	01°29'58"	373.18'	3.91'	4.96'	3.92'	N.51°05'05"W.
13	01°34'40"	373.18'	12.65'	6.33'	12.65'	N.50°53'42"W.
14	04°57'15"	373.18'	32.79'	16.40'	32.78'	N.47°26'43"W.
15	04°54'05"	379.18'	32.44'	16.23'	32.43'	N.42°31'01"W.
16	01°03'57"	379.18'	13.67'	6.84'	13.67'	N.39°01'58"W.
17	90°00'00"	32.33'	50.78'	32.33'	45.72'	S.67°37'45"E.
18	105°22'15"	50.00'	91.95'	65.60'	79.53'	S.14°41'07"W.
19	115°06'17"	50.00'	100.45'	78.64'	84.39'	N.86°26'51"E.
20	06°55'25"	230.00'	27.78'	13.91'	27.78'	N.59°38'34"W.
21	08°59'30"	230.00'	36.11'	18.09'	36.08'	N.55°55'59"W.
22	05°31'22"	230.00'	22.17'	11.09'	22.16'	N.46°55'21"W.
23	04°09'40"	230.00'	16.70'	8.36'	16.70'	N.40°04'50"W.
24	07°01'13"	180.00'	22.05'	11.04'	22.04'	N.34°23'24"W.
25	07°07'44"	180.00'	22.40'	11.21'	22.38'	N.27°24'55"W.
26	07°21'39"	180.00'	23.12'	11.58'	23.11'	N.20°10'13"W.
27	11°47'15"	180.00'	37.03'	18.58'	36.97'	N.10°35'46"W.
28	14°29'37"	170.00'	43.00'	21.62'	42.89'	S.45°54'28"E.
29	07°38'29"	170.00'	22.67'	11.10'	22.65'	S.56°13'50"E.
30	03°08'13"	170.00'	9.31'	4.65'	9.31'	S.61°32'10"E.

CENTER LINE CURVE DATA

CURVE	Δ ANGLE	RADIUS	ARC	TAN.	CHORD	BEARING
A	115°06'17"	80.00'	160.72'	135.85'	135.02'	N.84°26'51"E.
A1	57°33'09"	80.00'	80.36'	43.94'	77.07'	N.55°40'11"E.
A2	57°33'09"	80.00'	80.36'	43.94'	77.07'	S.66°46'36"E.
B	38°26'51"	135.53'	76.75'	39.44'	75.73'	N.21°46'36"W.
C	105°22'15"	80.00'	147.13'	104.96'	127.25'	S.14°41'07"W.
C1	50°18'00"	80.00'	70.23'	37.56'	68.00'	S.12°51'00"E.
C2	55°04'15"	80.00'	76.90'	41.71'	73.97'	S.39°52'07"W.
D	39°48'00"	195.43'	128.49'	66.94'	125.93'	S.57°49'00"E.
E	33°11'51"	150.00'	87.17'	44.86'	85.95'	S.21°12'04"E.
F	25°06'17"	200.00'	87.63'	44.53'	86.93'	S.50°33'09"E.

NOTES

1. O-DENOTES PERMANENT REFERENCE MARKER (P.R.M.) No. 3892.
2. O-DENOTES PERMANENT CONTROL POINT (P.C.P.) TO BE SET UPON COMPLETION OF IMPROVEMENTS.
3. REQUIRED BUILDING SETBACKS: MIN. FRONT — 40'
   MIN. REAR — 10'
   TYP SIDE YARD — 10' (EXCEPT AS NOTED)
4. BUILDINGS SHOWN HEREON ARE PROPOSED AT THE TIME OF THIS PLATTING AND THEREFORE ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES.

PREPARED BY

CHOCTAW ENGINEERING, INC.
Engineers — Surveyors
178 TRUXTON AVENUE
FT. WALTON BEACH, FLORIDA

DATE October 8, 1981

PINE RIDGE TRACE
a Townhome development
Sheet 2 of 2

Becky

ITEM # 2024-625

CITY OF DESTIN – COMMUNITY DEVELOPMENT

AGENDA ITEM

MEETING DATE: March 3, 2025
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Ordinance
OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Joe Bodi, Deputy Director, Public Works
Michael Burgess, Public Works Director
Steve O'Connor, Deputy Community Development Director

DATE: February 26, 2025

SUBJECT: First Reading Ordinance 24-16-CN - Abandonment of the Environmental Preservation area in Pine Ridge Trace Subdivision

---

I. BACKGROUND: In reviewing the 6 Pine Ridge Trace request to vacation of right-of-way (see attached survey), Staff found the Environmental Preservation Area Right of Way has been fenced in, cleared and used by many of the adjacent residents. At last count, using aerial photos, 31 of 66 adjacent properties have encroachments and several others have kept the trees but have cleared the remaining vegetation. Although the ROW was dedicated to the public on the plat, it was not made accessible to the public since platted in 1981.

II. DISCUSSION: The proposed request is in accordance with the requirements found under **Article - 8, Section 8.01.00, subsection D. 1 & 2. of the LDC**:

Section 8.01.00.D.2.

The City Attorney shall review the application for legal sufficiency. The City Engineer shall provide a recommendation to the Local Planning Agency. The Local Planning Agency shall provide a recommendation to the City Council. The City Council will make a determination to approve or deny the application to vacate a Right-of-Way (ROW)/easement based upon a finding that all of the following requirements are met:

1. **The requested vacation is consistent with the comprehensive plan.**

Staff Review: The proposed vacation does not appear to conflict with the comprehensive plan.

2. The ROW does not provide the sole access to any property. Access shall not be by easement.

Staff Review: Access to the adjoining property shall remain unchanged. No other access to private property shall be impacted. Areas adjacent to the platted rights-of-ways specifically; Trail Court, Log Place, Wedge Court, and Crest Place, shall be incorporated into those rights-of-ways, respectively.

3. The vacation would not jeopardize the current or future location of any utility.

Staff Review: All of the utility agencies have submitted clearance letters identifying no significant impact as a result of this vacation. DWU has requested an easement between the airport property and Trail Court, adjacent to 22 Trail Court.

4. The proposed vacation is not detrimental to the public interest.

Staff Review: Currently the proposed portion of Environmental Preservation Area Right of Way to be vacated, abandoned, discontinued and closed and be used by the applicant. The Environmental Preservation Area Right of Way historically has not been open to the public. No documentation has been found defining the purpose of this area.

5. No city owned right-of-way, or any portion thereof, may be vacated if the city's right-of-way shares any boundary with a water body.

Staff Review: No City owned property that shares a boundary with a water body is part of this vacation request.

The City has received citizen correspondence regarding the request (see attachment).

The Destin Executive Airport has no objection regarding this vacation with the understanding that the residents are subject to LDC Article 7.15.00. Airport and aircraft zoning regulations. This agenda item includes these provision references to re-iterate the code regulations.

The LPA recommended approval of Ordinance 24-16-CN to City Council, by a vote of 4 to 2, subject to no objection from the Airport.

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

III. CONCLUSION: The applicant has provided the required letters of approval from the applicable agencies outlined in **LDC Article 8.01.00.D**. The evidence and information provided demonstrates the application meets the intent of the Land Development Code (LDC). City staff recommends approval of this vacation of Right-of-Way request. Destin Water Users requested a

utility easement west of Lot 22 from Trail Court Right-of-Way to the Airport property as part of the vacation.

IV. RECOMMENDED MOTION: I move to recommend City Council approve the request to vacate, abandon, discontinue and close the remaining Environmental Preservation Area Right of Way in Pine Ridge Trace Subdivision in Destin, based on findings that the request satisfies the five (5) requirements identified in the Land Development Code, Section 8.01.00.D.

Attachments:

1. Ordinance 24 16 CN-EPA Pine Ridge Trace
2. Pine Ridge Trace Plat
3. Letters of Approval
4. Airport Vacation email
5. IMG_20250128_091642167_HDR
6. IMG_20250128_092148449_HDR
7. IMG_20250128_092728047_HDR
8. Pine Ridge Trace both pages
9. Ordinance 24-16 CN Pine Ridge Trace VoROW Abutter Notice V2
10. City_of_Destin_Environmental Preservation Area_Parcels
11. Pine Ridge Trace Sign affidavit

EXHIBIT A

ORDINANCE NO. 24-16-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR ABANDONMENT OF THE ENVIRONMENTAL PRESERVATION AREA IN PINE RIDGE TRACE SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Section 3.10 of the City Charter and Section 166,021, *Florida Statutes*.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City of Destin is initiating the vacation, abandonment, discontinuation and closure of the remaining public Environmental Preservation Area in Pine Ridge Trace Subdivision; and

WHEREAS, the portion of the Environmental Preservation Area requested to be vacated, abandoned, discontinued and closed is not necessary to the traffic circulation within the City of Destin; and

WHEREAS, the portion of the Environmental Preservation Area adjacent to the properties within Pine Ridge Trace shall receive the vacated, abandoned, discontinued and closed segments of property and are identified as;

00-2S-22-2077-0000-0010,
00-2S-22-2077-0000-0020,
00-2S-22-2077-0000-0030,
00-2S-22-2077-0000-0040,
00-2S-22-2077-0000-0050,
00-2S-22-2077-0000-0070,
00-2S-22-2077-0000-0080,
00-2S-22-2077-0000-0090,
00-2S-22-2077-0000-0100,
00-2S-22-2077-0000-0110,
00-2S-22-2077-0000-0120,
00-2S-22-2077-0000-0130,
00-2S-22-2077-0000-0140,
00-2S-22-2077-0000-0150,
00-2S-22-2077-0000-0160,
00-2S-22-2077-0000-0170,
00-2S-22-2077-000A-0010
00-2S-22-2077-000A-0020,
00-2S-22-2077-000B-0010,
00-2S-22-2077-000B-0020,
00-2S-22-2077-000B-0030,
00-2S-22-2079-000A-0010,
00-2S-22-2079-000A-0020,
00-2S-22-2079-000A-0040,
00-2S-22-2077-0000-0360,
00-2S-22-2077-000C-0010,
00-2S-22-2077-000C-0020,
00-2S-22-2077-000C-0030,
00-2S-22-2077-000C-0040,
00-2S-22-2077-000C-0050,
00-2S-22-2077-000C-0060,
00-2S-22-2077-000C-0070,
00-2S-22-2077-000C-0080,
00-2S-22-2077-000C-0090,
00-2S-22-2077-0000-0610,
00-2S-22-2077-0000-0620,
00-2S-22-2077-0000-0660,
00-2S-22-2077-0000-0670,
00-2S-22-2077-0000-0680,
00-2S-22-2077-0000-0690,
00-2S-22-2077-0000-0700,
00-2S-22-2077-0000-0710,
00-2S-22-2077-0000-0720,
00-2S-22-2077-0000-0730,
00-2S-22-2077-0000-0740,
00-2S-22-2077-0000-0750,
00-2S-22-2077-000G-0010,
00-2S-22-2077-000G-0020, and

WHEREAS, the request is consistent with the Comprehensive Plan; and

WHEREAS, access to the adjacent property from the public rights-of-ways will not be diminished by the approval of the request; and

EXHIBIT A

WHEREAS, the approval of the request will not jeopardize the current or future location of any utilities; and

WHEREAS, the approval of the request is not detrimental to the public interest.

SECTION 3. VACATION ABANDONMENT, DISCONTINUANCE AND CLOSURE OF ENVIRONMENTAL PRESERVATION AREA. Based upon the above findings of fact, the City's Environmental Preservation Area interest and use in the following described property:

That Environmental Preservation Area lying within, Pine Ridge Trace Subdivision, according to the plat thereof as recorded in Plat Book 7, Page 60 - 61 of the Public Records of Okaloosa County, Florida.

Legal from Plat:

See Attachment A

is hereby vacated, abandoned, discontinued and closed and the City of Destin hereby waives, releases, and abandons all its right, title, and interest and renounces and disclaims all rights and obligations of the City and the Public in and to said portion of Environmental Preservation Area subject to easements for the location of all existing utilities including, but not limited to, water, sewer, gas, communications, and electrical.

SECTION 4. SEVERABILITY. Should any section or provision of this Ordinance, or any portion thereof, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon approval by City Council, signature of the Mayor.

ADOPTED THIS ____ DAY OF _____

By: _____
Bobby Wagner, Mayor

ATTEST

_____
Rey Bailey, City Clerk

The form and content of the above Ordinance is hereby approved for legal sufficiency.

_____
Kimberly Romano Kopp, City Land Use Attorney

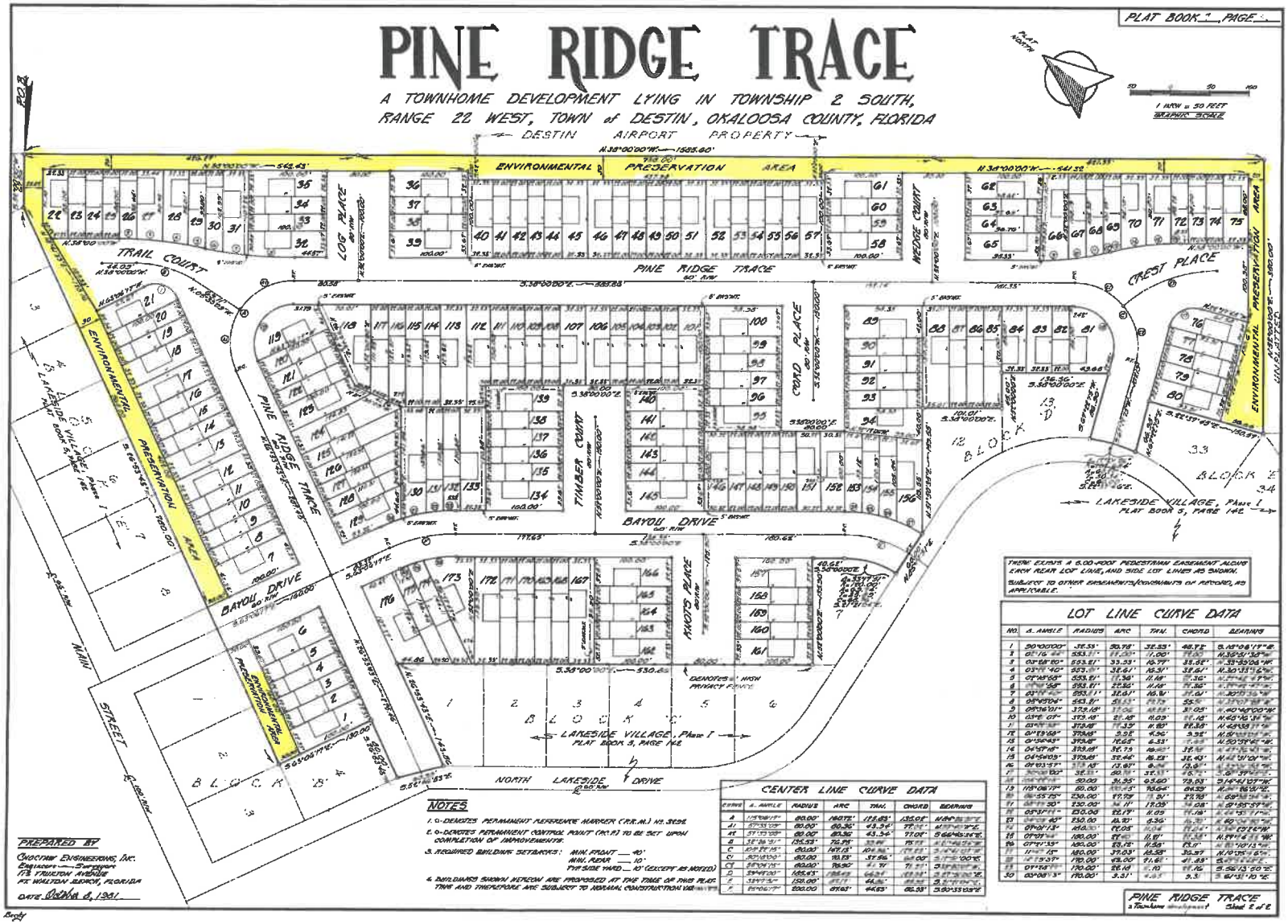
First Reading: _____
Second Reading: _____

Pine Ridge Trace M 7-61

PLAT BOOK 7, PAGE 5

PINE RIDGE TRACE

A TOWNHOME DEVELOPMENT LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, TOWN of DESTIN, OKALOOSA COUNTY, FLORIDA



THERE EXISTS A 5.00-FOOT PEDESTRIAN EASEMENT ALONG EACH REAR LOT LINE, AND SIDE LOT LINES AS SHOWN. SUBJECT TO OTHER EASEMENTS/COVENANTS OF RECORD, AS APPLICABLE.

LOT LINE CURVE DATA

NO.	Δ ANGLE	RADIUS	ARC	TAN.	CHORD	BEARING
1	90°00'00"	25.33'	39.78'	25.33'	48.98'	S 48°08'19" E
2	01°16'49"	553.91'	11.30'	11.00'	11.00'	N 35°51'50" W
3	03°58'50"	553.91'	38.33'	19.99'	38.32'	N 33°35'06" W
4	03°58'50"	553.91'	38.33'	19.99'	38.32'	N 30°33'16" W
5	03°58'50"	553.91'	11.36'	11.68'	11.36'	N 27°34'27" W
6	03°58'50"	593.91'	22.85'	11.98'	22.85'	N 27°34'27" W
7	03°58'50"	593.91'	32.81'	16.18'	32.81'	N 30°33'38" W
8	04°45'06"	561.91'	46.61'	23.32'	46.60'	N 33°03'38" W
9	09°36'01"	373.18'	62.55'	31.35'	62.48'	N 40°46'09" W
10	CURVE OF	373.18'	21.45'	11.03'	21.45'	N 45°16'34" W
11	CURVE OF	373.18'	41.39'	20.69'	39.36'	N 49°09'11" W
12	04°39'58"	373.18'	5.58'	2.79'	5.58'	N 50°59'40" W
13	04°39'49"	373.18'	16.65'	8.33'	16.65'	N 50°59'40" W
14	04°39'18"	373.18'	16.73'	8.37'	16.73'	N 50°59'40" W
15	04°54'03"	370.68'	32.64'	16.33'	32.63'	N 45°21'01" W
16	09°03'57"	373.18'	13.87'	6.94'	13.87'	N 40°09'11" W
17	90°00'00"	25.33'	39.78'	25.33'	35.82'	N 39°51'49" E
18	90°00'00"	30.00'	47.12'	30.00'	42.43'	S 45°51'49" E
19	119°08'17"	20.00'	41.59'	35.64'	34.59'	N 30°16'02" E
20	06°55'28"	230.00'	27.79'	13.91'	27.78'	S 89°23'34" E
21	07°27'20"	230.00'	29.94'	14.98'	29.92'	S 82°55'57" E
22	05°31'11"	230.00'	22.17'	11.09'	22.16'	S 75°45'17" E
23	07°28'40"	230.00'	29.99'	15.02'	29.97'	S 68°32'54" E
24	07°27'13"	230.00'	29.93'	14.98'	29.91'	S 61°05'27" E
25	07°28'14"	230.00'	29.98'	15.01'	29.96'	S 53°37'14" E
26	07°27'33"	230.00'	29.95'	14.99'	29.93'	S 46°09'13" E
27	11°44'15"	180.00'	37.03'	18.58'	36.97'	N 39°28'45" E
28	24°53'37"	170.00'	73.84'	37.56'	73.27'	N 51°44'23" E
29	07°16'11"	170.00'	21.58'	10.80'	21.56'	N 75°50'12" E
30	05°08'13"	170.00'	9.31'	4.65'	9.31'	S 80°31'10" E

CENTER LINE CURVE DATA

CURVE	Δ ANGLE	RADIUS	ARC	TAN.	CHORD	BEARING
A	179°59'17"	80.00'	180.72'	173.63'	130.08'	N 89°00'39" E
A1	57°53'09"	80.00'	80.36'	43.94'	77.01'	N 67°04'42" E
A2	57°53'09"	80.00'	80.36'	43.94'	77.01'	S 66°46'36" E
B	35°36'31"	355.53'	174.98'	90.46'	172.21'	S 43°42'24" E
C	69°57'16"	80.00'	147.13'	104.86'	124.00'	S 34°00'00" E
C1	90°00'00"	80.00'	125.65'	80.00'	113.14'	S 79°00'00" E
C2	69°04'15"	80.00'	96.42'	55.17'	90.67'	S 34°32'08" E
D	39°49'20"	165.43'	138.03'	72.04'	135.29'	S 67°34'32" E
E	13°17'54"	1591.00'	369.31'	185.66'	368.53'	S 83°51'03" E
F	89°59'17"	200.00'	314.15'	200.00'	282.84'	S 45°00'00" E

NOTES

1. O-DENOTES PERMANENT REFERENCE MARKER (P.R.M.) NO. 3698.
2. O-DENOTES PERMANENT CONTROL POINT (P.C.P.) TO BE SET UPON COMPLETION OF IMPROVEMENTS.
3. REQUIRED BUILDING SETBACKS: MIN. FRONT — 40'
   MIN. REAR — 10'
   TYP. SIDE YARD — 10' (EXCEPT AS NOTED)
4. BUILDINGS SHOWN HEREON ARE PROPOSED AT THE TIME OF THIS PLAT, TIME AND THEREFORE ARE SUBJECT TO MINIMAL CONSTRUCTION VARIATIONS.

DENOTES 6' HIGH PRIVACY FENCE

PREPARED BY
CHOCTAW ENGINEERING, INC.
Engineers — Surveyors
178 TRUSTON AVENUE
FT. WALTON BEACH, FLORIDA

DATE October 6, 1981

PINE RIDGE TRACE
2 Townhome Developments
Sheet 2 of 2

Steve O'Connor

From: MANNING, TOM <tm2709@att.com>
Sent: Wednesday, May 15, 2024 12:29 PM
To: Joe Bodi
Cc: CHANDLER, JASON; Louis Zunguze; Cindy Runyon; Dinah Kertz; Ryan Scott
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Mr. Bodi. AT&T Florida has no objection to the vacation of the Environmental Preservation Area of Pine Trace Subdivision. The closest AT&T facilities are located
in the west right of way along Main Street.

thanks,

Tom Manning
SR Specialist OSP Plng and Engrg Design
Access-Construction & Engineering
AT&T Florida
6689 E. Magnolia St.
Milton, Fl. 32570-3682
m: 850-463-5176 | tm2709@att.com
This email and any attachments are confidential AT&T property intended solely for the use of recipients. If you received this message in error, please notify me and immediately delete this message from your computer. Any retention, distribution or other use of this email is strictly prohibited

AT&T

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 12:07 PM
To: MANNING, TOM <tm2709@att.com>
Cc: CHANDLER, JASON <jc5372@att.com>; Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon Tom
The City is initiating a vacation of the remaining area identified as the Environmental Preservation Area of Pine Ridge Trace Subdivision (Plat Book 7, Pages 60 & 61). The yellow highlighted area shown in the attachment. Please review and respond with no objection/approval of the vacation or a denial with reason(s). Email response will be accepted.

Joe D. Bodi

City of Destin
Community Development Department
Engineering Division
4100 Indian Bayou Trail
Destin, Fl. 32541
850.654.1119 or 850.460.8554

ANY PROJECTS FILED **AFTER OCTOBER 1ST** WILL BE REQUIRED TO SUBMIT A FINAL CONSTRUCTION INSPECTION CERTIFICATION AND FINAL INSPECTION REQUEST FORM IN ADDITION TO THE PREVIOUSLY REQUIRED DOCUMENTS.
THE NEW REQUIRED FORM CAN BE DOWNLOADED **HERE.**

The City of Destin is creating a new Design Manual for design and construction. The link below will take you to the available details for review and comment. So please comment and contribute to the viability of Destin's future!

https://www.cityofdestin.com/DocumentCenter/View/15521/Draft-Construction-Design-Details?bidId=

"Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."

Steve O'Connor

From: Louis Zunguze
Sent: Wednesday, May 15, 2024 6:03 PM
To: Joe Bodi
Cc: Cindy Runyon; Dinah Kertz; Ryan Scott; Michael Burgess; Lisa Firth
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Thank you. As Community Development Director – I've no objections.



From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 1:50 PM
To: Michael Burgess <mburgess@cityofdestin.com>; Louis Zunguze <lzunguze@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon
The City is initiating a vacation of the remaining area identified as the Environmental Preservation Area of Pine Ridge Trace Subdivision (Plat Book 7, Pages 60 & 61). The yellow highlighted area shown in the attachment. Please review and respond with no objection/approval of the vacation or a denial with reason(s). Email response will be accepted.

Joe D. Bodi
City of Destin
Community Development Department
Engineering Division
4100 Indian Bayou Trail
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https://www.cityofdestin.com/DocumentCenter/View/15521/Draft-Construction-Design-Details?bidId=

Steve O'Connor

From: Dixon, Roger (CCI-Southeast) <Roger.Dixon@cox.com>
Sent: Wednesday, May 15, 2024 1:18 PM
To: Joe Bodi
Cc: Louis Zunguze; Cindy Runyon; Dinah Kertz; Ryan Scott
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision
Attachments: SCD_KM24051509170.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Joe,

Cox Communications has no objections to the City of Destin's vacation request. Cox has no facilities in the area designated on the provided document.

Thank you,

Roger Dixon
SR Construction Planner
Outside Plant Construction Gulf Coast
320 Racetrack Rd. NW, Fort Walton Beach, FL 32547
Office 850-314-8163 Cell 850-259-5083

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From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 12:05 PM
To: Dixon, Roger (CCI-Southeast) <Roger.Dixon@cox.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: [EXTERNAL] Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon Roger
The City is initiating a vacation of the remaining area identified as the Environmental Preservation Area of Pine Ridge Trace Subdivision (Plat Book 7, Pages 60 & 61). The yellow highlighted area shown in the attachment. Please review and respond with no objection/approval of the vacation or a denial with reason(s). Email response will be accepted.

Joe D. Bodi
City of Destin
Community Development Department
Engineering Division
4100 Indian Bayou Trail
Destin, Fl. 32541
850.654.1119 or 850.460.8554

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From:	Rhodes, Stephen
To:	Joe Bodi; Johnson, Bernard
Cc:	Louis Zunguze; Cindy Runyon; Dinah Kertz; Ryan Scott; Jeffrey Delashmutt; Louis Zunguze; Cindy Runyon; Dinah Kertz; Ryan Scott; Jeffrey Delashmutt
Subject:	RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision
Date:	Monday, July 22, 2024 12:48:16 PM
Attachments:	image001.jpg SKM_C45824071912100.pdf

Good afternoon, Joe,

We have reviewed this request, and based on the information you have provided regarding the public ROW on Wedge Ct being extended across the Environmental Preservation Area that is being proposed for vacation, and that extended area remaining a public ROW, FP&L has no objection to the City vacating the Environmental Preservation Area on the attached plat.

Please let me know if you need anything else or have any questions.

Respectfully,
Steve

Steve Rhodes
Corporate Real Estate
Office: 850.429.2401
Mobile: 850.417.4205

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From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Friday, July 19, 2024 1:19 PM
To: Johnson, Bernard <Bernard.Johnson@fpl.com>; Rhodes, Stephen <Stephen.Rhodes@fpl.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>; Jeffrey Delashmutt <jdelashmutt@cityofdestin.com>; Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon

<crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>; Jeffrey Delashmutt <jdelashmutt@cityofdestin.com>
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon Stephen
Per our conversation, The highlighted areas on the attached plat will remain public right-of-way. Let us know if you have any questions.

Joe Bodi
Engineering Assistant II
City of Destin Engineering Division
4100 Indian Bayou Trail
Destin, Fl. 32541
850.654.1119 or 850.460.8554

From: Johnson, Bernard <Bernard.Johnson@fpl.com>
Sent: Thursday, July 18, 2024 8:41 PM
To: Joe Bodi <jbodi@cityofdestin.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>; Jeffrey Delashmutt <jdelashmutt@cityofdestin.com>; Rhodes, Stephen <Stephen.Rhodes@fpl.com>
Subject: Re: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Evening Joe,

Please stay tuned for a call from our land agent Steve Rhodes to discuss some particulars. He looks to reach out to you by Monday if not Friday.

Best regards,
Bernard

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Thursday, July 18, 2024 5:38:27 PM
To: Johnson, Bernard <Bernard.Johnson@fpl.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>; Jeffrey Delashmutt <jdelashmutt@cityofdestin.com>
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Evening Bernard

Not yet.

Joe Bodi
Engineering Assistant II
City of Destin Engineering Division
4100 Indian Bayou Trail
Destin, Fl. 32541
850.654.1119 or 850.460.8554

From: Johnson, Bernard <Bernard.Johnson@fpl.com>
Sent: Thursday, July 18, 2024 11:38 AM
To: Joe Bodi <jbodi@cityofdestin.com>
Subject: Re: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Hey Joe, have you heard from Bill Maudlin as if yet regarding?

Sent from my Verizon, Samsung Galaxy smartphone
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From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, July 17, 2024 8:16:25 AM
To: Johnson, Bernard <Bernard.Johnson@fpl.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>; Jeffrey Delashmutt <jdelashmutt@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Morning Bernard
Is there a status on this request?

Joe Bodi
Engineering Assistant II
City of Destin Engineering Division
4100 Indian Bayou Trail
Destin, Fl. 32541
850.654.1119 or 850.460.8554

From: Joe Bodi
Sent: Wednesday, May 15, 2024 12:22 PM
To: Johnson, Bernard <Bernard.Johnson@fpl.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon Bernard
The City is initiating a vacation of the remaining area identified as the Environmental Preservation Area of Pine Ridge Trace Subdivision (Plat Book 7, Pages 60 & 61). The yellow highlighted area shown in the attachment. Please review and respond with no objection/approval of the vacation or a denial with reason(s). Email response will be accepted.

Joe D. Bodi
City of Destin
Community Development Department
Engineering Division
4100 Indian Bayou Trail
Destin, Fl. 32541
850.654.1119 or 850.460.8554

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From: Groat, Chris M
To: Joe Bodi; Stone, Eddy
Cc: Louis Zunguze; Cindy Runyon; Dinah Kertz; Ryan Scott
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision
Date: Wednesday, May 15, 2024 2:15:51 PM
Attachments: image001.jpg

Joe,
Lumen/CenturyLink has no objection to the vacation.

WarmOrange_White

Chris Groat
Network Implementation Project Manager
212 Hollywood Blvd SE, Fort Walton Bch, FL 32548
850-812-3761 Voice
christopher.m.groat@lumen.com

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 12:21 PM
To: Groat, Chris M <Christopher.M.Groat@lumen.com>; Stone, Eddy <eddy.stone@lumen.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

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Good Afternoon Ryan
The City is initiating a vacation of the remaining area identified as the Environmental Preservation Area of Pine Ridge Trace Subdivision (Plat Book 7, Pages 60 & 61). The yellow highlighted area shown in the attachment. Please review and respond with no objection/approval of the vacation or a denial with reason(s). Email response will be accepted.

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Steve O'Connor

From: Mitch Anderson <MitchAnderson@okaloosagas.com>
Sent: Wednesday, May 15, 2024 12:54 PM
To: Joe Bodi
Cc: ryanburns@okaloosagas.com; Louis Zunguze; Cindy Runyon; Dinah Kertz; Ryan Scott
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Joe, thanks for the update. We're fine with the vacation.

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 12:09 PM
To: Mitch Anderson <MitchAnderson@okaloosagas.com>
Cc: ryanburns@okaloosagas.com; Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon Mitch
The City is initiating a vacation of the remaining area identified as the Environmental Preservation Area of Pine Ridge Trace Subdivision (Plat Book 7, Pages 60 & 61). The yellow highlighted area shown in the attachment. Please review and respond with no objection/approval of the vacation or a denial with reason(s). Email response will be accepted.

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City of Destin
Community Development Department
Engineering Division
4100 Indian Bayou Trail
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From:	Lisa Firth
To:	Louis Zunguze; Joe Bodi
Cc:	Cindy Runyon; Dinah Kertz; Ryan Scott; Michael Burgess
Subject:	Re: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision
Date:	Wednesday, May 15, 2024 7:44:26 PM
Attachments:	image001.png

Good here in parks

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From: Louis Zunguze <lzunguze@cityofdestin.com>
Sent: Wednesday, May 15, 2024 6:03:24 PM
To: Joe Bodi <jbodi@cityofdestin.com>
Cc: Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Thank you. As Community Development Director – I've no objections.

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 1:50 PM
To: Michael Burgess <mburgess@cityofdestin.com>; Louis Zunguze <lzunguze@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon
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Joe D. Bodi
City of Destin
Community Development Department
Engineering Division
4100 Indian Bayou Trail
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Steve O'Connor

From: Michael Burgess
Sent: Wednesday, May 15, 2024 2:09 PM
To: Joe Bodi; Louis Zunguze; Lisa Firth
Cc: Louis Zunguze; Cindy Runyon; Dinah Kertz; Ryan Scott
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Follow Up Flag: Follow up
Flag Status: Flagged

I have no objection to the request.

Michael G. Burgess MS, PH, CSM, CPWP-M, CFM
Director of Public Works & Emergency Management
3949 Commons Drive
Destin, FL 32541
(850) 837-6869

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 1:50 PM
To: Michael Burgess <mburgess@cityofdestin.com>; Louis Zunguze <lzunguze@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon
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City of Destin
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4100 Indian Bayou Trail
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Joe Bodi

From: Joe Bodi
Sent: Tuesday, February 18, 2025 10:20 AM
To: Robert Chad Rogers
Cc: Steve O'Connor; Michael Burgess; Tracy Stage; Anthony Peterson; Ryan Vinson; Monica Wallis
Subject: RE: Vacation request

Good Morning Chad
Yes, the item is on the City Council agenda for 3/3. Steve & I have reviewed the language requested is consistent with the LDC Article 7.15.00. All adjacent residents are already subject to the regulations. The agenda item will include these provisions to re-iterate the code regulations.

Regarding the analysis, you should be able to send it email.



From: Robert Chad Rogers <rrogers@myokaloosa.com>
Sent: Friday, February 14, 2025 11:46 AM
To: Joe Bodi <jbodi@cityofdestin.com>
Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Tracy Stage <tstage@myokaloosa.com>; Anthony Peterson <apeterson@myokaloosa.com>; Ryan Vinson <rvinson@myokaloosa.com>; Monica Wallis <mwallis@dwuinc.com>
Subject: RE: Vacation request

Joe,

I wanted to touch base on the vacation status and documentation/language we recommended. We did receive the hard copy notice in the mail. Are you still on track for the item being on the 3/3 City Council meeting agenda?

I also have the stormwater analysis study for the DTS airport ready for review. It is about 15MB and hoping I can e-mail. I will send separately so that I can ensure that this note gets through. Thanks and have a good weekend.

VR,

Chad

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, January 29, 2025 7:09 AM
To: Robert Chad Rogers <rrogers@myokaloosa.com>
Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Tracy Stage <tstage@myokaloosa.com>; Anthony Peterson <apeterson@myokaloosa.com>; Ryan Vinson <rvinson@myokaloosa.com>; Monica Wallis <mwallis@dwuinc.com>
Subject: RE: Vacation request

Good Morning Chad
Very good. Thank you. I'll work with Steve to work on the documentation. Additionally, the item is set for the March 3rd City Council meeting.

Let me know when you and your team would like to talk stormwater.



From: Robert Chad Rogers <rrogers@myokaloosa.com>
Sent: Tuesday, January 28, 2025 5:34 PM
To: Joe Bodi <jbodi@cityofdestin.com>
Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Tracy Stage <tstage@myokaloosa.com>; Anthony Peterson <apeterson@myokaloosa.com>; Ryan Vinson <rvinson@myokaloosa.com>; Monica Wallis <mwallis@dwuinc.com>
Subject: RE: Vacation request

Joe,

Proposed verbiage to include in an avigation easement for this purpose is directly below. Certainly if/when the City makes the determination of what it plans to do, we would like to stay informed and engaged to bless the determined way forward. I know the LDC is in re-write with final draft form posted on your website, and depending that timing could affect some of the references.

VR,

Chad

The City of Destin has a specific section in the Land Development Code (LDC) dealing with the Destin Executive Airport (Airport) as it relates to construction of residences within any applicable zones. Each Residence and Lot is subject to the City of Destin LDC, referenced specifically are Section 7.15.00, Airport and aircraft zoning regulations and Section 7.15.08 Noise zones established.

Each Residence shall not construct, erect, suffer to permit or allow any structure or vegetation which exceed the building height of any existing structure on the property.

Each Residence shall not promote any activity on the Lot that would interfere with, or be a hazard to, the flight of aircraft over the land or to and from the airport, or that interferes with air navigation and communication facilities serving the Airport, including , but not limited to, smoke generating activities.

In addition, there is recognized and understood that operation of and passage of all types of aircraft in and through the airspace surrounding the Lots at altitudes of less than 500 feet above the surface in the vicinity of the Airport exist and will continue. Such operations may involve all types of aircraft, to include piston-powered and turbine-powered fixed wing and rotor wing aircraft. Said operation of aircraft includes landing at, taking off from, overflying at low altitude, or operating on or near the Airport. It is understood that fumes, vibrations, and lights are part of the normal operation of the Airport and the Residential Lot may be affected by such noise, fumes, vibrations, and lights.

In addition, any proposed development within the Lot may require review by approval by the Federal Aviation Administration through the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) division, as referenced in Title 14 Code of Federal Regulations Chapter I Subchapter E Part 77.9.

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Tuesday, January 28, 2025 8:30 AM
To: Robert Chad Rogers <rrogers@myokaloosa.com>
Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Anthony Peterson <apeterson@myokaloosa.com>; Monica Wallis <mwallis@dwuinc.com>; Ryan Vinson <rvinson@myokaloosa.com>
Subject: RE: Vacation request

Good Morning Chad
Currently, DWU has no facilities in this area however, DWU & FPL have expressed interest in obtaining easements prior to the vacation and will be working toward that. Please provide easement language. Is the easement consistent with the other subdivisions surrounding the airport?

I'll more likely be the best city contact for citywide stormwater plan.



From: Robert Chad Rogers <rrogers@myokaloosa.com>
Sent: Monday, January 27, 2025 3:59 PM
To: Joe Bodi <jbodi@cityofdestin.com>
Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Anthony Peterson

<apeterson@myokaloosa.com>; Monica Wallis <mwallis@dwuinc.com>; Ryan Vinson <rvinson@myokaloosa.com>
Subject: RE: Vacation request

Joe,

Coordinated with the boss on some of the past history. If correct, we recall that the area served as retention and a buffer. Destin Water Users might have an "overflow" line that actually discharges into this area during major storms? I've copied Monica Wallis so that DWU can also get in on the coordination. They may have an easement on the area if an underground line(s) exist.

The Airports would not object to the property being absorbed by the individual parcels if an avigation easement were placed on the portion being conveyed. This would protect the Airport and make very clear to the property owner that the buffer would be gone with their property line bordered directly to the DTS Airport. If you would like some sample avigation easement language please let me know and we can forward some recommended verbiage.

Thanks for reaching out and look forward to continuing the conversation.

Also FYSA, I'll likely be reaching out soon for the City's stormwater POC to coordinate the next steps in our DTS Stormwater Master Plan report. We have been looking at stormwater conditions on the airport and looking for improvements where possible in future projects. I want to ensure the City is in sync with our consultant's report and able to provide feedback before we finalize and post to the public via our website.

VR,

Chad

Robert C. Rogers, P.E., C.M.
Airports Deputy Director
Okaloosa County Airports

1701 State Rd 85 N
Eglin AFB, FL 32542-1498
Office: (850) 651-7160, Option 0 then Ext. 1055
Cell: (850) 612-6862
E-mail: rrogers@myokaloosa.com

Destin-Fort Walton Beach Airport (VPS) - Destin Executive Airport (DTS) - Bob Sikes Airport (CEW)

www.FlyVPS.com www.FlyCEW.com www.FlyDTS.com

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From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Friday, January 24, 2025 1:54 PM
To: Robert Chad Rogers <rrogers@myokaloosa.com>
Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>
Subject: Vacation request

Good Afternoon Mr Rogers
The City is in process of vacating the area designated as the Environmental Preservation Areas on the attached Pine Ridge Trace plat. The areas are highlighted in yellow on the attached plat. This subdivision was platted prior to the City's incorporation and has not been able to find any reason for the designated areas. The plat dedicated these areas to the public and the County conveyed these properties and rights-of-ways interests to the City upon incorporation. Staff has observed that much of these areas have already been cleared & incorporated into the adjacent properties and no other subdivision has these similarly designated areas. These properties would be divided between the adjoining private properties and placed back on the tax roles. The property segments adjacent to the four rights-of-ways would remain public property.

As the largest adjacent property owner, the City is interested in the Airport's thoughts.



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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.

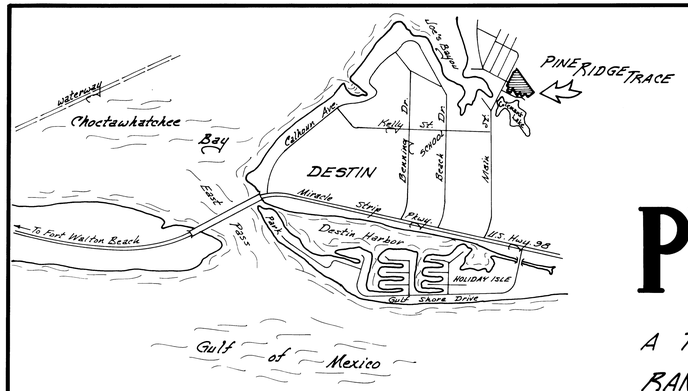
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City of Destin
Notice
Of
City Council Meeting
Vacation of ROW/
Environmental Preservation Area
Time: 6:00pm
Date: March 3, 2025
Located at Destin City Hall Annex
4100 Indian Bayou Trail, Destin, FL


City of Destin
Notice
Of
City Council Meeting
Vacation of ROW/
Environmental Preservation Area
Time: 6:00pm
Date: March 3, 2025
Located at Destin City HallAnnex
4100 Indian Bayou Trail, Destin, FL


City of Destin
Notice
Of
City Council Meeting
Vacation of ROW/
Environmental Preservation Area
Time: 6:00pm
Date: March 3, 2025
Located at Destin City Hall Annex
4100 Indian Bayou Trail, Destin, FL

PLAT BOOK 1, PAGE 1



PINE RIDGE TRACE

A TOWNHOME DEVELOPMENT LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, TOWN of DESTIN, OKALOOSA COUNTY, FLORIDA



DESCRIPTION

BEGINNING AT A CONCRETE MONUMENT (P.R.M. No. 3292) MARKING THE NORTHEAST CORNER OF LOT 1, BLOCK E, LAKESIDE VILLAGE, PHASE 1, AS RECORDED IN PLAT BOOK 5, PAGE 142, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, GO THENCE S.52°00'00"W, 67.36 FEET; THENCE S. 26° 53'43"W, 780.00 FEET; THENCE S.63°06'17"E, 130.00 FEET; THENCE S. 26°53'43"W, 80.00 FEET; THENCE S. 52°46'58"E, 60.38 FEET; THENCE N. 89°58'43"E, 143.56 FEET; THENCE S 38°00'00"E, 530.86 FEET; THENCE N.52°00'00"E, 135.90 FEET; THENCE S.38°00'00"E, 40.68 FEET TO THE P.C. OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 33°17'51", A TANGENT OF 35.89 FEET, A CHORD BEARING AND DISTANCE OF S.21°21'04"E, 68.76 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 69.74 FEET TO THE P.T.; THENCE N.35°17'51"E, 60.00 FEET; THENCE N.51°50'35"E, 159.55 FEET; THENCE S.38°00'00"E, 101.01 FEET; THENCE N.52°00'00"E, 45.00 FEET; THENCE S. 38°00'00"E, 136.36 FEET; THENCE S.67°22'15"W, 86.90 FEET TO THE P.C. OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 202.68 FEET, A CENTRAL ANGLE OF 17°01'26", A TANGENT OF 30.34 FEET, A CHORD BEARING AND DISTANCE OF S.22°37'46"E, 60.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 60.22 FEET TO THE P.T.; THENCE N.67°22'15"E, 66.98 FEET; THENCE S.22°37'45"E, 150.57 FEET; THENCE N.52°00'00"E, 350.00 FEET TO A POINT ON THE DESTIN AIRPORT BOUNDARY; THENCE N.38°00'00"W. 1585.60 FEET TO THE POINT-OF-BEGINNING. CONTAINING 18.54 ACRES, MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT F.B. BEAR, G.W. MEHLING, AND J.C. MONTANA, THE FEE SIMPLE OWNERS OF THE PROPERTY DESCRIBED IN THIS PLAT OF PINE RIDGE TRACE, A TOWNHOME DEVELOPMENT, DO HEREBY DECLARE THAT THEY HAVE CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ON THIS PLAT, AND HEREBY DEDICATE TO THE PUBLIC FOR THEIR USE, ALL STREETS, ROADS, THOROUGHFARES, AND ENVIRONMENTAL PRESERVATION ARES SHOWN HEREON.

F.B. BEAR — G.W. MEHLING — J.C. MONTANA

ATTEST — ATTEST — ATTEST

ACKNOWLEDGEMENT STATE OF FLORIDA, COUNTY OF OKALOOSA

BEFORE THE UNDERSIGNED PERSONALLY APPEARED F.B. BEAR, G.W. MEHLING, AND J.C. MONTANA, KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH THIS 5TH DAY OF October, 1981.

MY COMMISSION EXPIRES [illegible] NOTARY PUBLIC

TITLE OPINION

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY-AT-LAW, LICENSED IN FLORIDA, THAT TITLE TO LAND DESCRIBED HEREON IS IN THE NAME OF THE DEDICATORS AS SHOWN HEREON, AND THAT THERE ARE NO UNSATISFIED MORTGAGES ON THE LAND THIS 8TH DAY OF OCTOBER, 1981.

ATTORNEY-AT-LAW Roy E. Campbell

PREPARED BY

CHOCTAW ENGINEERING, INC.
Engineers — Surveyors
172 TRUXTON AVENUE
FT. WALTON BEACH, FLORIDA

DATE October 8, 1981

COUNTY ENGINEER'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COUNTY ENGINEER OF OKALOOSA COUNTY, FLORIDA. AND WAS APPROVED BY HIM ON THE 20 DAY OF OCTOBER, 1981.

COUNTY ENGINEER David J. Dimmick

PLANNING COMMISSION'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PLANNING COMMISSION OF OKALOOSA COUNTY, FLORIDA, AND WAS APPROVED BY THEM ON THE 22 nd DAY OF JULY, 1982.

CHAIRMAN A. M. Lain

COUNTY COMMISSIONER'S APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, AND APPROVED BY THEM FOR RECORD ON THE 19 DAY OF APRIL, 1983.

CHAIRMAN — MEMBER — MEMBER

MEMBER — MEMBER

COUNTY CLERK'S CERTIFICATE

I, NEWMAN C. BRACKIN, HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE ____ DAY OF ____, 1983, IN PLAT BOOK ____, PAGES ____.

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I, BASIL BOLES, HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED UNDER MY DIRECTION AND SUPERVISION; THAT P.R.M.'S HAVE BEEN PLACED AS INDICATED HEREON (P.C.P.'S WILL BE SET), AND THAT IT COMPLIES WITH ALL PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AS WELL AS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FLORIDA PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 1163
DATE October 8, 1981

PINE RIDGE TRACE
a Townhome development Sheet 1 of 2

PB 7-60
Pine Ridge Trace
Becky

PLAT BOOK 1, PAGE 61

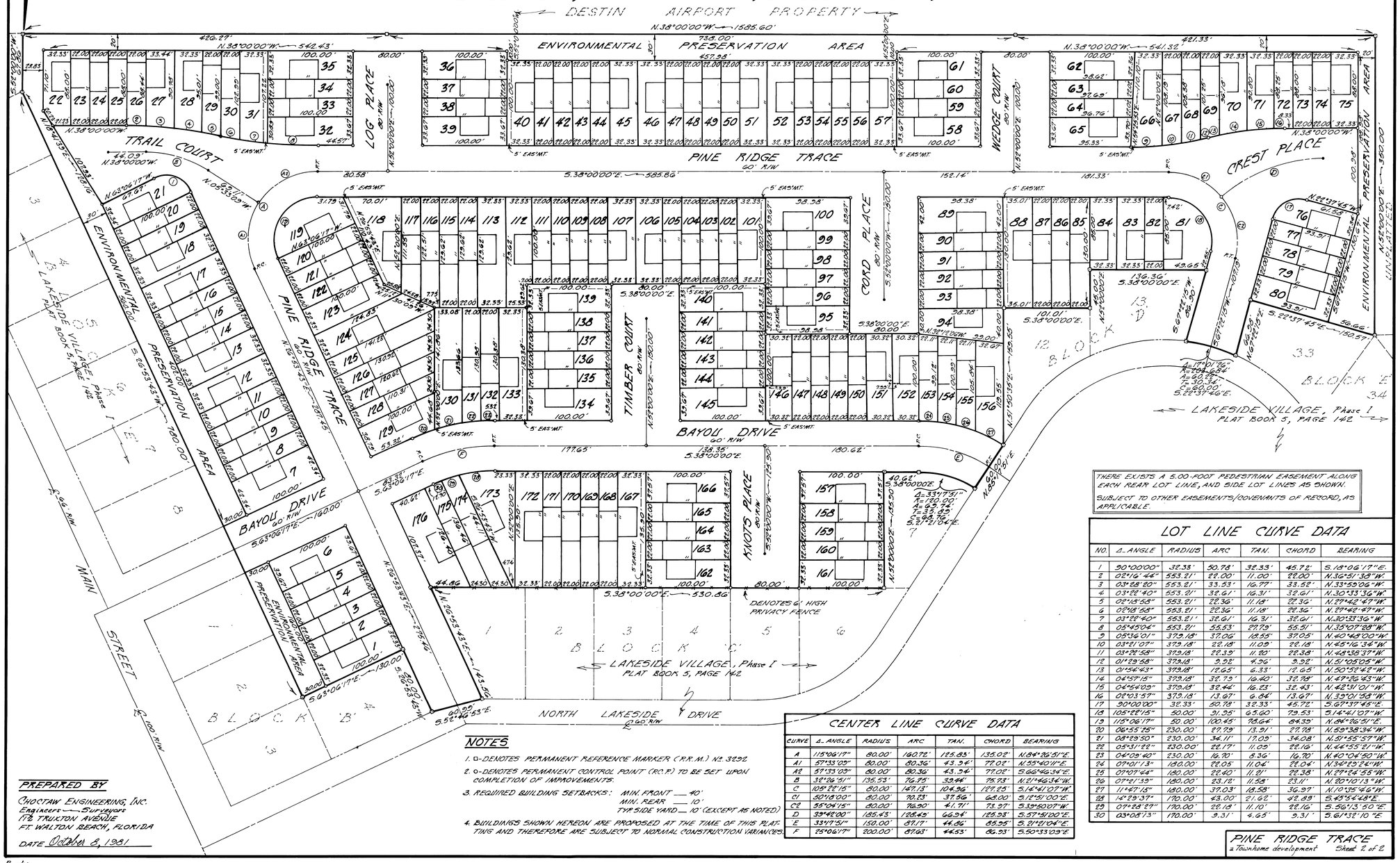
PINE RIDGE TRACE

A TOWNHOME DEVELOPMENT LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, TOWN of DESTIN, OKALOOSA COUNTY, FLORIDA

PLAT NORTH

50 0 50 100

1 INCH = 50 FEET
GRAPHIC SCALE



PB 7-61

Pine Ridge Trace

THERE EXISTS A 5.00 FOOT PEDESTRIAN EASEMENT ALONG EACH REAR LOT LINE, AND SIDE LOT LINES AS SHOWN.

SUBJECT TO OTHER EASEMENTS/COVENANTS OF RECORD, AS APPLICABLE.

LOT LINE CURVE DATA

NO.	Δ ANGLE	RADIUS	ARC	TAN.	CHORD	BEARING
1	90°00'00"	32.33'	50.78'	32.33'	45.72'	S.13°06'17"E.
2	02°16'44"	553.21'	22.00'	11.00'	22.00'	N.36°51'39"W.
3	03°28'20"	553.21'	33.53'	16.77'	33.52'	N.33°55'06"W.
4	03°19'40"	553.21'	32.61'	16.31'	32.61'	N.30°33'36"W.
5	02°48'59"	553.21'	27.38'	11.18'	27.38'	N.27°42'47"W.
6	02°18'58"	553.21'	22.36'	11.18'	22.36'	N.25°42'47"W.
7	03°22'40"	553.21'	32.61'	16.31'	32.61'	N.30°33'36"W.
8	05°45'04"	553.21'	55.53'	27.79'	55.51'	N.35°07'28"W.
9	05°36'01"	373.18'	37.06'	18.55'	37.05'	N.40°48'00"W.
10	03°21'07"	373.18'	22.18'	11.09'	22.18'	N.45°16'34"W.
11	03°39'58"	373.18'	22.39'	11.20'	22.38'	N.48°38'37"W.
12	01°29'58"	373.18'	3.91'	4.96'	3.92'	N.51°05'05"W.
13	01°34'40"	373.18'	12.65'	6.33'	12.65'	N.50°53'42"W.
14	04°57'15"	373.18'	32.79'	16.40'	32.78'	N.47°26'43"W.
15	04°54'05"	379.18'	32.44'	16.23'	32.43'	N.42°31'01"W.
16	01°03'57"	379.18'	13.67'	6.84'	13.67'	N.39°01'58"W.
17	90°00'00"	32.33'	50.78'	32.33'	45.72'	S.67°37'45"E.
18	105°22'15"	50.00'	91.95'	65.60'	79.53'	S.14°41'07"W.
19	115°06'17"	50.00'	100.45'	78.64'	84.39'	N.86°26'51"E.
20	06°55'25"	230.00'	27.78'	13.91'	27.78'	N.59°38'34"W.
21	08°59'30"	230.00'	36.11'	18.09'	36.08'	N.55°55'59"W.
22	05°31'22"	230.00'	22.17'	11.09'	22.16'	N.46°55'21"W.
23	04°09'40"	230.00'	16.70'	8.36'	16.70'	N.40°04'50"W.
24	07°01'13"	180.00'	22.05'	11.04'	22.04'	N.34°23'24"W.
25	07°07'44"	180.00'	22.40'	11.21'	22.38'	N.27°24'55"W.
26	07°21'39"	180.00'	23.12'	11.58'	23.11'	N.20°10'13"W.
27	11°47'15"	180.00'	37.03'	18.58'	36.97'	N.10°35'46"W.
28	14°29'37"	170.00'	43.00'	21.62'	42.89'	S.45°54'28"E.
29	07°38'29"	170.00'	22.67'	11.10'	22.65'	S.56°13'50"E.
30	03°08'13"	170.00'	9.31'	4.65'	9.31'	S.61°32'10"E.

CENTER LINE CURVE DATA

CURVE	Δ ANGLE	RADIUS	ARC	TAN.	CHORD	BEARING
A	115°06'17"	80.00'	160.72'	135.85'	135.02'	N.84°26'51"E.
A1	57°33'09"	80.00'	80.36'	43.94'	77.07'	N.55°40'11"E.
A2	57°33'09"	80.00'	80.36'	43.94'	77.07'	S.66°46'36"E.
B	38°26'51"	135.53'	76.75'	39.44'	75.73'	N.21°46'36"W.
C	105°22'15"	80.00'	147.13'	104.96'	127.25'	S.14°41'07"W.
C1	50°18'00"	80.00'	70.23'	37.56'	68.00'	S.12°51'00"E.
C2	55°04'15"	80.00'	76.90'	41.71'	73.97'	S.39°52'07"W.
D	39°48'00"	195.43'	128.49'	66.94'	125.93'	S.57°49'00"E.
E	33°11'51"	150.00'	87.17'	44.86'	85.95'	S.21°12'04"E.
F	25°06'17"	200.00'	87.63'	44.53'	86.93'	S.50°33'09"E.

NOTES

1. O-DENOTES PERMANENT REFERENCE MARKER (P.R.M.) No. 3892.
2. O-DENOTES PERMANENT CONTROL POINT (P.C.P.) TO BE SET UPON COMPLETION OF IMPROVEMENTS.
3. REQUIRED BUILDING SETBACKS: MIN. FRONT — 40'
   MIN. REAR — 10'
   TYP SIDE YARD — 10' (EXCEPT AS NOTED)
4. BUILDINGS SHOWN HEREON ARE PROPOSED AT THE TIME OF THIS PLATTING AND THEREFORE ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES.

PREPARED BY

CHOCTAW ENGINEERING, INC.
Engineers — Surveyors
178 TRUXTON AVENUE
FT. WALTON BEACH, FLORIDA

DATE October 8, 1981

PINE RIDGE TRACE
a Townhome development
Sheet 2 of 2

Becky

Community Development
Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

January 28, 2025

Subject: Notification of City Initiated Vacation of Environmental Protection Area (EPA) – Pine Ridge Subdivision. Parcel ID: # 00-2S-22-2077-0000-0EPA (Ordinance NO. 24-16-CN).

Dear Property Owner:

The purpose of this letter is to notify you that the City of Destin is initiating the vacation, abandonment, discontinuation and closure of the remaining public Environmental Preservation Area (EPA) in Pine Ridge Trace Subdivision, and the portion of the EPA adjacent to the properties within Pine Ridge Trace shall receive the vacated, abandoned, discontinued and closed segments of property. 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 / Agent: City of Destin

2. Parcel ID Number: 00-2S-22-2077-0000-0EPA

3. Project Description: The City of Destin will vacate the EPA and the adjacent Pine Ridge Trace properties, identified below, shall receive the vacated property:

PARCEL ID NUMBERS		
00-2S-22-2077-0000-0010	00-2S-22-2077-000A-0010	00-2S-22-2077-000C-0080
00-2S-22-2077-0000-0020	00-2S-22-2077-000A-0020	00-2S-22-2077-000C-0090
00-2S-22-2077-0000-0030	00-2S-22-2077-000B-0010	00-2S-22-2077-0000-0610
00-2S-22-2077-0000-0040	00-2S-22-2077-000B-0020	00-2S-22-2077-0000-0620
00-2S-22-2077-0000-0050	00-2S-22-2077-000B-0030	00-2S-22-2077-0000-0660
00-2S-22-2077-0000-0070	00-2S-22-2079-000A-0010	00-2S-22-2077-0000-0670
00-2S-22-2077-0000-0080	00-2S-22-2079-000A-0020	00-2S-22-2077-0000-0680
00-2S-22-2077-0000-0090	00-2S-22-2079-000A-0040	00-2S-22-2077-0000-0690
00-2S-22-2077-0000-0100	00-2S-22-2077-0000-0360	00-2S-22-2077-0000-0700
00-2S-22-2077-0000-0110	00-2S-22-2077-000C-0010	00-2S-22-2077-0000-0710
00-2S-22-2077-0000-0120	00-2S-22-2077-000C-0020	00-2S-22-2077-0000-0720
00-2S-22-2077-0000-0130	00-2S-22-2077-000C-0030	00-2S-22-2077-0000-0730
00-2S-22-2077-0000-0140	00-2S-22-2077-000C-0040	00-2S-22-2077-0000-0740
00-2S-22-2077-0000-0150	00-2S-22-2077-000C-0050	00-2S-22-2077-0000-0750
00-2S-22-2077-0000-0160	00-2S-22-2077-000C-0060	00-2S-22-2077-000G-0010
00-2S-22-2077-0000-0170	00-2S-22-2077-000C-0070	00-2S-22-2077-000G-0020

4. Location Map: Please refer to the map attached to this letter.

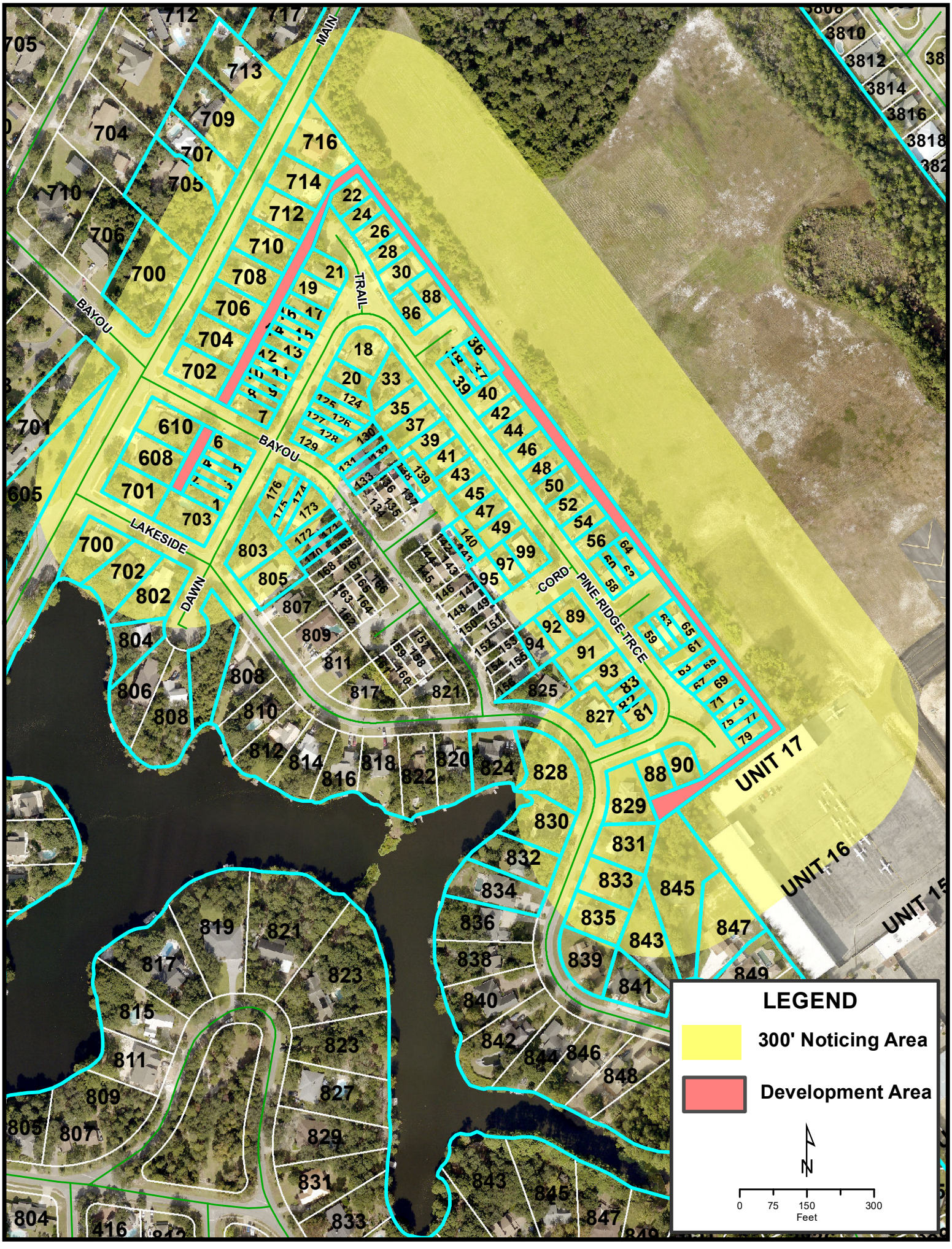
5. Location of Vacation of EPA Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: http://www.cityofdestin.com/forms.aspx?fid=121

If you have any questions, please do not hesitate to call (850) 654-1119 or email planning@cityofdestin.com.

Sincerely,

Jesse Hernandez
Planner

CC: Steve O'Connor, AICP, Deputy Director, Community Development
Planning Division
Project File


MAIN
TRAIL
BAYOU
BAYOU
LAKESIDE
DAWN
CORD
PINE RIDGE TRCE
UNIT 17
UNIT 16
UNIT 15
LEGEND
300' Noticing Area
Development Area
N
0
75
150
300
Feet

OWNER_NAME	ADDRESS_1
ALEXANDER RYAN	97 CORD PLACE
ALLEN CELIA S TRUST	21 HIGDON CT NW
ALLEN JACOB G	63 WEDGE CT
ARCEO JONAS B & JEASIE R	8242 SEQURA ST
ATKINS MICHAEL P & ROBYN S	608 MAIN ST
AUGUSTINE CARSON M	79 CREST PLACE
AUGUSTINE JUILE	832 N LAKESIDE DR
BACKES EVAN J	24810 LAS PILAS
BAGWELL RODGER D & MARCIA	126 SHANNON RD
BAILEY ALLEN	26 TRAIL COURT
BARDELL MATTHEW A & DARLA K	835 NORTH LAKESIDE DR
BARKER JENNIFER B & DAVID D	175 EMARIE GREY CIR
BATES KEITH W & PATRICIA	17 PINE RIDGE TRACE
BELCHER AMANDA J	6 PINE RIDGE TRACE
BLAISE IAN M & HALEY L	702 LAKESIDE DR N
BLUMENTHAL CHRISTOPHER L	714 MAIN ST
BONASERA TODD S	1505 E PONDEROSA RD
BRADY AMANDA M	125 PINE RIDGE TRCE
BRADY SHAWN W	10 PINE RIDGE TRACE
BRYANT CHERYL	133 BAYOU DR
BUEGE BRIAN M	42 PINE RIDGE TRCE
BUROKER DOUGLAS A & ANN E	4066 INDIAN TRAIL
BUTLER JAMES H & TAMELA D	710 MAIN ST
CARROLL BARBARA J	55 COUNTRY CLUB DR E
CARTER DARA N	831 N LAKESIDE DR
CHESSER JEFFORY A	65 WEDGE CT
CHOU CHIHMIN	2930 W COUNTY HWY 30A, #210
CITY OF DESTIN	4200 INDIAN BAYOU TRAIL
CORRALES CRISTINA DEL CARMEN	39 PINE RIDGE TRCE
CRISSEY ROWENA L	77 CREST PLACE
CRUZ-MIDDLETON SUSANA I	89 PINE RIDGE TRCE
DAVIS ROBERT C & RACHEL M	56 PINE RIDGE TRCE
DE BARROS GABRIEL	1 PINE RDG TRCE
DE BARROS GABRIEL P	71 CREST PLACE
DE BARROS YAHSMIN	82 PINE RIDGE TRCE
DESTIN NINA ROBSON 2023 TRUST	610 BEACH DRIVE
DICESARE V P JR & PATRICIA	3 ARBOR DR
DRIER JANET M	19 PINE RIDGE TRACE
DRIGGERS ARTHUR H III & KATHERINE EGGER	700 BAYOU DR
EGGMAN KENNETH R JR	610 MAIN ST
ENTREKIN JOHN C	241 ELLIS RD UNIT 1
FANELLA-ZIMMER JARRETT A & REBECCA M	46 PINE RIDGE TRACE
FLORENCE SETH M	139 TIMBER CT
FLOYD CYNTHIA	129 BAYOU DR
FRANKLIN PATRICIA	700 N LAKESIDE DR

GAINES RUSSELL P & ANA	834 LAKESIDE DR
GARNER CHRISTOPHER A	3125 EARL KENNEDY RD
GIZOWSKI JOLANTA J	8504 PUNTA LORA
GOODMAN KATHLEEN E	3864 NUB GARLAND RD
GORDON JOHN G III	802 DAWN LANE
GRAMM MICHELLE A	717 MAIN ST
GREEN JAMES T III & RACHEL D	824 LAKESIDE DR N
GRIFFIN KARA O & COLTEN D	48 PINE RIDGE TRACE
GUESSFORD CLAYTON NOEL	175 BAYOU DR
GUTHRIE RONALD B	704 MAIN ST
HALEY FAMILY PROPERTIES LLC	3108 OVERHILL RD
HANNA TOBY	713 HARBOR LN
HARRISON JOHN W III	827 N LAKESIDE DR
HEBERT TERESA R TRUST	716 MAIN ST
HERBERT JOHN J IV	9700 SYLVA CT
HILEMAN RICHARD E	49 PINE RIDGE TRACE
HOORMAN J G & DAHLSTROM PAULA	18 PINE RIDGE TRACE
HORNSTEIN JULIA LEUNG TRUST	10277 SHIREOAKS LANE
HOUSE BRANDON R & MAMI	702 MAIN ST
HUYNH BA DU & LE VY THI AI	30 TRAIL CT
IGLESIAS MONICA M	47 PINE RIDGE TRACE
JOHNSEY JESSICA & JACKIE H	39 LOG PL
JOHNSON MARCUS W	86 LOG PL
KALINOSKI KENNETH A & JEAN M	701 BAYOU DR
KARIMOVA MUNISKHON	829 N LAKESIDE DR
KASHYNSKI ELLEN	61 PINE RIDGE TRACE
KELLER DEBRA L	35 PINE RIDGE TRACE
KIENE ANDREA M	24 TRAIL COURT
KILPATRICK CODY W ET AL	73 CREST PLACE
KING JUDITH A	90 CREST PLACE
KUENZEL DAVID W II	44 PINE RIDGE TRACE
LAKE COLEMAN OWNERS ASSOC INC	814 N LAKESIDE DR
LEE STEVEN P	37 PINE RIDGE TRCE
LEWELLYN MAYA R	88 LOG PL
LUCAS JAN S & GEORGE C	707 MAIN ST
MARCADES DEAN J	59 WALTON WAY
MARCEV ERIC & ARCEGA JEMIELYN	246 REARDEN WAY
MCCONEGHY CYNTHIA B	88 CREST PL
MCPHERSON FRANK & SUSAN	709 MAIN ST
MCPHERSON LYNN M & ROBERT C	708 MAIN ST
MEKHAIL MADELEINE A & BAHGAT A ET AL	839 N LAKESIDE DR
MELFI VINCENT D	131 BAYOU DR
MIDDLETON SUSANA I	89 PINE RIDGE TRCE
MILLER JARROD S	343 SKYLER RUN
MIMS MALCOLM CHARLES	45 PINE RIDGE TRACE
MOORE STEVEN & CHERI	43 PINE RIDGE TRACE

MORRIS BRANDY	4317 W OAKEY BLVD
NACOL NANCY	830 N LAKESIDE DR
NASHA CASA LLC	981 HWY 98 E, #3-241
NIKOLOV KRASIMIR & MUEROVA VASILENA	303 LAN ROB LN
OKALOOSA CO AIRPORT & IND AUTHORITY	101 E JAMES LEE BLVD
PARKS MICHAEL A	60 WEDGE CT
PETRUCCI STEVEN A & NICHOLAS M	26253 ST LUCIA DR
PITTMAN BRITTANY M	315 BAYOU CIR
POOLE SAMUEL C & CHELSEE H	174 BAYOU DR
POORE DAVID L	PO BOX 7245
POORE GARY M	3405 FAIRWAY CT
PORTER JEFFREY G	54 PINE RIDGE TRACE
PRESCOTT JEFFREY & MABEL R	PO BOX 5178
PRESCOTT MABEL R & JEFFREY A	87 BARRACUDA ST
RAMOS JONATHAN	120 STEPHENS LN
RAY LOWELL L	847 LAKESIDE DR N
REZMER CHRISTOPHER & HAGEN LISA J	91 PINE RIDGE TRACE
RODENBOUGH APRIL M & MICHAEL J	713 MAIN ST
RYKOSKEY WESLEY M	61 WEDGE CT
SAILORS CAROL A	33 PINE RIDGE TRACE
SCHULTZ CRAIG M & DONNA L	21 PINE RIDGE TRACE
SIMPSON DEVIN E	22 TRAIL CT
SMITH CYNTHIA L & HINTERTHAN MARK	705 MAIN ST
SMITH MARTIN E	93 PINE RIDGE TRACE
SMITH ROSEMARY M & SCHINELL J	14 PINE RIDGE TRCE
SORIANO JAY MARK B	52 PINE RIDGE TRCE
SORIANO JAY-MARK & JOHN JESUS B	52 PINE RIDGE TRACE
SPICER CATHERINE E TRUST	128 PINE RIDGE TRACE
STEELE KYLE D	2605 CAMINO PLATA LOOP NE
STUART MICHELLE	5 PINE RIDGE TRCE
SUTTERLIN DAVID	805 N LAKESIDE DR
SWEATT CODY J	456 JUSTIN CIR
TATUM NICOLETA & TOBIE L	109 AUDUBON WAY
TRAINOR JACKSON R & ANGELIA D	20 PINE RIDGE TRACE
TRAPPE NATHAN A & MELISSA L	PO BOX 311
TRI-H PROPERTIES LLC	5830 150TH PL SW
TURNER MICHELLE & LARRY	95 CORD PLACE
VENUS JAMES D & BARBARA	2 PINE RIDGE TRACE
VILLANO MICHAEL J & BROOKE	413 CALHOUN AVE
VITAKU RRON	3937 MESA RD
WARD ALLEN F & CAROL C	825 N LAKESIDE DR
WASIK BRIAN	PO BOX 5214
WELDON KATHRYN LYNNE	92 CORD PLACE
WEN WENDY	850 W HICKORY STREET
WESLYS RENTALS LLC	613 FIFTH ST
WILSON BILL B & VIRLIE T	83 PINE RIDGE TRCE

WORK SCOTT	324 SERINA COVE
YOUNG DAVID M & CHRISTY D	712 MAIN ST
YOUNG JOE & DEBORAH TRUST	828 NORTH LAKESIDE DR
YOUNG TIERRA	9 PINE RIDGE TRACE #9

CITY_NAME	ST	ZIPCODE
DESTIN	FL	32541
FT WALTON BEACH	FL	32547-1610
DESTIN	FL	32541
NAVARRE	FL	32566
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
SAN ANTONIO	TX	78261-2254
LAFAYETTE	LA	70503
DESTIN	FL	32541
DESTIN	FL	32541
SANTA ROSA BEACH	FL	32459
DESTIN	FL	32541-2043
DESTIN	FL	32541-2024
DESTIN	FL	32541
DESTIN	FL	32541
FT WALTON BEACH	FL	32547
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2046
DESTIN	FL	32541
DESTIN	FL	32541-1817
DESTIN	FL	32541
DESTIN	FL	32541-2041
DESTIN	FL	32541-2054
SANTA ROSA BEACH	FL	32459
DESTIN	FL	32541-4305
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2848
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
NEWBURGH	NY	12550-8302
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-1815
MIRAMAR BEACH	FL	32550-3861
DESTIN	FL	32541
DESTIN	FL	32541-2031
DESTIN	FL	32541-8690
DESTIN	FL	32541

DESTIN	FL	32541
CRESTVIEW	FL	32539
PENSACOLA	FL	32514-7901
TOCCOA	GA	30577
DESTIN	FL	32541
DESTIN	FL	32541
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DESTIN	FL	32541
BIRMINGHAM	AL	35223
DESTIN	FL	32541
DESTIN	FL	32541-2040
DESTIN	FL	32541-1817
ORLANDO	FL	32817-1882
DESTIN	FL	32541
DESTIN	FL	32541
BOCA RATON	FL	33498
DESTIN	FL	32541
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DESTIN	FL	32541
DESTIN	FL	32541-2052
DESTIN	FL	32541
DESTIN	FL	32541-1816
MIRAMAR BEACH	FL	32550
SANTA ROSA BEACH	FL	32459
DESTIN	FL	32541
DESTIN	FL	32541
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DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2126
DESTIN	FL	32541
DESTIN	FL	32541

LAS VEGAS	NV	89102
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
CRESTVIEW	FL	32536-3552
DESTIN	FL	32541
ORANGE BEACH	AL	36561
FREEPORT	FL	32439
DESTIN	FL	32541-2027
MAMMOTH LAKES	CA	93545
WOODSTOCK	GA	30189
DESTIN	FL	32541
DESTIN	FL	32540
DESTIN	FL	32541
CRESTVIEW	FL	32536
DESTIN	FL	32541-2041
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2043
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2046
DESTIN	FL	32541
RIO RANCHO	NM	87144-5826
DESTIN	FL	32541
DESTIN	FL	32541
COLUMBUS	MS	39705-2847
ENTERPRISE	AL	36330
DESTIN	FL	32541
MONONA	IA	52159
EDMONDS	WA	98026
DESTIN	FL	32541
DESTIN	FL	32541-2024
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2040
DESTIN	FL	32540
DESTIN	FL	32541
PAHRUMP	NV	89048
DESTIN	FL	32541
DESTIN	FL	32541-2048

DESTIN	FL	32541
DESTIN	FL	32541
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DESTIN	FL	32541

AFFIDAVIT
POSTING OF PROPERTY

BEFORE ME, the undersigned authority, personally appeared: Joe Bodi,

the owner and/or authorized agent of the following described property: Pine Ridge Trace Environmental Preservation Area (24-16-CAL) -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

Joseph D Bodi
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 24 day of Feb, 2025,

By: Joe Bodi
(Print name)

Personally known ✓ OR Produced Identification _____

Karen S. Shumaker
Notary Signature

Seal:

KAREN S. SHUMAKER
Notary Public
State of Florida
Comm# HH573034
Expires 10/24/2028

ITEM # 2025-250

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Steve O'Connor, Deputy Community Development Director
Joe Bodi, Deputy Director, Public Works
Krystal Strickland, Finance Director

DATE: March 3, 2025

SUBJECT: This is the second public workshop concerning the adoption of the City of Destin's new Mobility Fees based on the Mobility Fee Study consistent with sections 163.3180 and 163.31801, Florida Statutes. City Council will discuss and consider all public input at this workshop, which is the second workshop dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitation set forth in Florida Statutes.

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 worked with **3TP Ventures** to create the **Mobility Plan,** which was adopted by the Council on September 16, 2024. The **Mobility Plan** is a comprehensive blueprint for addressing the City's current and future transportation needs. **Mobility fees** are an important tool for cities like Destin to fund transportation projects to address impacts from future growth, while also tackling service gaps such as multimodal infrastructure and traffic congestion. The attached **Demonstrated Need Mobility Fee Study** examines the feasibility and potential impacts of increasing mobility fees in Destin, with the goal of enhancing the City's transportation network and promoting sustainable solutions for all modes of travel. The Study sets forth the extraordinary circumstances required to justify the fee increases beyond the statutory phase in limitations. If adopted, the mobility fee will replace the existing transportation impact fee in Destin's current fee structure.

Extraordinary circumstances exist for the raising of fees in the City of Destin, beyond the statutory limitations. Specifically:
(1) **There have been no impact fee increases in Destin in 16 years.**
(2) Impacts related to Covid 19 were significant (between March 2020 and November 2023, materials prices surged by 32%)
(3) Sustained disruptions to global supply chains for construction materials and equipment,

housing market strength, labor market fluctuations, and heightened government spending on infrastructure have led to increases in construction prices (Materials increased from 200.4 in June 2008 to 337.3 in June 2023 (1982:100)

At the regularly scheduled City Council Meeting on November 18, 2024, The Demonstrated Need Mobility Fee Study was presented to City Council for their consideration. There was discussion at that meeting concerning how this affects single-family or single dwelling developments among other development the City may desire to incentivize. This item and presentation address how to incorporate those concerns into the new fee structure and meet the State Statute Public Workshop requirement for "Impact Fee" amendments or adoptions. The Demonstrated Need Study is again attached to this agenda item for Council review and for review as part of the 2nd public workshop.

II. DISCUSSION: To support the planning and construction of seven high-priority projects outlined in Phase 1 of the **Mobility Plan**, the mobility fee will play a crucial role. Below is the list of specific projects intended to be funded by the **Mobility Fee:**

Project ID	**Project Name**	**Estimated 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 Street & Harbor Boulevard	$135,828
CC-4	Azalea Drive Extension	$9,632,529
IS-8	Calhoun Avenue at Sibert Avenue	$19,399
SW-9	Indian Trail Sidewalk	$278,099
Total Cost:		**$30,060,059**

The **Demonstrated Need Mobility Fee Study** provides a comprehensive overview of the City's Mobility Plan, highlighting increased mobility fees can facilitate its implementation. It outlines a proposed fee schedule, sets forth the extraordinary circumstances required by law to justify exceeding statutory phase in limitations, projects fee revenue over the lifespan of the Mobility Plan and examines the legal context surrounding mobility fees. Additionally, the methodology used to calculate the proposed fee rates is described in detail. The Study aims to support policy decisions by the City Council, and ultimately enhancing Destin's connectivity and safety, and creating a more vibrant environment for residents and visitors alike to live, work, and play.

State law authorizes local governments to establish a mobility plan and mobility fees, but to raise fees, certain limits are in place.
The Phase-In limitations set forth in State law are as follows:
-an increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.
-an increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

-an impact fee increase may not exceed 50 percent of the current impact fee rate.
-an impact fee may not be increased more than once every 4 years.
-an impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

Because the demonstrated need study provides for increases in excess of the phase in limitations set forth in state law due to extraordinary circumstances in the City of Destin, the following steps are required prior to or as part of the fee's adoption:

- The new study and associated fees must be adopted within 12 months of initiating the fee study. 3TP's demonstrated need study is dated June 27, 2024. As such, the ordinance approving the fee increase must be adopted by June 27, 2025. Otherwise, a new study will be required.
- A minimum of 90 days' notice is required before the effective date of any fee increase.
- At least two publicly noticed workshops must be conducted dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in state law. This is the 2nd of such workshops.
- The ordinance approving the fee increase must receive a two-thirds majority vote from the City Council.
- The Mobility Plan and Mobility Fee Study align with all relevant stipulations outlined in Sections 163.3180 and 163.31801 of the Florida Statutes

As noted above and in the demonstrated need study, extraordinary circumstances exist for the raising of fees in the City of Destin, beyond the statutory limitations. Specifically:
(1) **There have been no impact fee increases in Destin in 16 years.**
(2) Impacts related to Covid 19 were significant (between March 2020 and November 2023, materials prices surged by 32%)
(3) Sustained disruptions to global supply chains for construction materials and equipment, housing market strength, labor market fluctuations, and heightened government spending on infrastructure have led to increases in construction prices (Materials increased from 200.4 in June 2008 to 337.3 in June 2023 (1982:100).

If the Mobility Fees are adopted, there are two changes that must be made to City policies and regulations to reflect the new fee. First, the Comprehensive Plan needs to be updated to explicitly reference the Mobility Plan and fee, replacing terms like “transportation impact fee” with “mobility fee.” Second, the Land Development Code must be revised to include the new Mobility Fee schedule and relevant policies from the Comprehensive Plan and Mobility Plan, to ensure that all City documents stay consistent with current transportation funding goals and with each other.

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): If approved, the Mobility Fee will replace the Transportation Impact Fee and will allow for the City to apply funds to any

project listed in the Mobility Plan as needed or directed.

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

D. Legislative Sponsor: City Council on March 21, 2021.

E. Business Impact Statement: N/A

III. CONCLUSION: The Demonstrated Need Mobility Fee Study prepared by 3TP Ventures, dated June 27, 2024 sets forth extraordinary circumstances to justify the fee increases in excess of the statutory phase in limitations. Staff is requesting a legislative sponsor to authorize that the City Attorney and City Manager proceed with drafting the Ordinance for adoption of the Mobility Fee Schedule.

IV. RECOMMENDED MOTION:

Attachments:

1. Mobility Fee Update Memo_030325-1
2. Mobility Fee Study _Extraordinary Circumstances
3. Mobility Fee Study_PP for 3.3.25

MOBILITY FEE STUDY UPDATE 03.03.2025

DESTIN, FLORIDA

INTRODUCTION

The information included in this memo is a continuation of the mobility fee study discussions recently presented on February 18, 2025. During that City Council workshop, Lauren Witt presented the proposed fee schedule with specific focus on the extraordinary circumstances for the fee increase, adoption schedule and policy support. The purpose of this update is to revisit potential discounts for specific uses and the proposed fee schedule.

SCHEDULE

Florida Statutes Sec. 163.31801 requires that the proposed fees be adopted within 12 months of initiation of the mobility fee study. Additionally, two publicly noticed workshops regarding the fee increase need to take place within that window. The following outlines the list of key required milestones for the adoption process of the mobility fee schedule:

- June 27, 2024: Mobility Fee study initiated
- November 18, 2024: Mobility Fee study completed and presented to City Council
- February 18, 2025: First public workshop
- March 3, 2025: Second public workshop
- No later than June 27, 2025: Ordinance approving fee study and maximum fees approved by 2/3 vote
- No less than 90 days after adoption: mobility fees become effective

It should be noted that the mobility fee study and fee maximums must be adopted within 12 months of initiation of the study, however, there is no time limit for fee discounts to be implemented based on City policy decisions. Additionally, Florida Statute 163.31801 requires at least 90 days between the adoption of the ordinance and the effective date, however the effective date may extend beyond 90 days. Finally, other City processes will be required prior to the implementation of the mobility fees, such as Land Development Code and Comprehensive Plan amendments which replace the current transportation impact fee with the new mobility fee.

FEE OPTION #1: MAXIMUM FEES

The first option for the proposed mobility fee schedule is to adopt the maximum fees from the mobility fee study for all use categories. The resulting fee schedule is listed below:

Proposed Land Uses	ITE 11th	Maximum Fee
Long-term Residential	Dwelling	
Less than 500 sq. ft.		$10,047
500—749 sq. ft.		$12,173
750—999 sq. ft.		$13,776
1,000—1,499 sq. ft.		$15,475
1,500—1,999 sq. ft.		$17,078
2,000—2,999 sq. ft.		$18,778
3,000—3,999 sq. ft.		$20,381
4,000 sq. ft. or more		$21,578
Short-term Residential		
Less than 500 sq. ft.		$14,257
500—749 sq. ft.		$21,466

750—999 sq. ft.		$26,901
1,000—1,499 sq. ft.		$32,662
1,500—1,999 sq. ft.		$38,097
2,000—2,999 sq. ft.		$43,858
3,000—3,999 sq. ft.		$49,293
4,000 sq. ft. or more		$53,352
Multifamily Housing (Low-Rise) (220)	Dwelling	$10,267
Multifamily Housing (Mid-Rise) (221)	Dwelling	$6,901
Mobile Home Park (240)	Dwelling	$10,846
Hotel/Motel (310)	Room	$12,171
Shopping Center >150k (820)	1000 sq. ft.	$28,753
Shopping Plaza 40-150k (821)	1000 sq. ft.	$41,141
Shopping Plaza 40-150k - w/Supermarket (821)	1000 sq. ft.	$57,575
Strip Retail Plaza <40k (822)	1000 sq. ft.	$33,178
Automobile Sales (New) (840)	1000 sq. ft.	$42,409
Supermarket (850)	1000 sq. ft.	$34,307
Drive-in Bank (912)	1000 sq. ft.	$48,916
Automobile Parts and Service Center (943)	1000 sq. ft.	$25,287
Convenience Store (851)	1000 sq. ft.	$179,984
Golf Course (430)	Acres	$5,697
Marina (420)	Berths	$3,671
Fast-Food Restaurant with Drive-Through Window (934)	1000 sq. ft.	$160,226
High-Turnover (Sit-Down) Restaurant (932)	1000 sq. ft.	$62,053
Fine Dining Restaurant (931)	1000 sq. ft.	$48,531
Convenience Store/Gas Station (945)	Fueling Positions	$62,598
General Office Building (710)	1000 sq. ft.	$16,513
Medical-Dental Office Building - Stand-Alone (720)	1000 sq. ft.	$54,839
Hospital (610)	1000 sq. ft.	$16,406
Nursing Home (620)	1000 sq. ft.	$10,282
Church (560)	1000 sq. ft.	$11,577
Private School (K-12) (532)	Students	$3,778
Day Care Center (565)	Students	$6,230
General Light Industrial (110)	1000 sq. ft.	$7,419
Warehousing (150)	1000 sq. ft.	$2,254

FEE OPTION #2: DISCOUNTS

Based on the feedback received from City Council at the November 18th and February 18th meetings, the following tables show discounts applied to long-term single-family dwellings and community serving uses that support the long-term residents of Destin. There are several Comprehensive Plan policies which support the protection of the established residential areas in the City, which are listed below:

- 1-1.2: Residential Quality
- 1-1.2.1: Protect Residential Areas
- 1-1.3.3: Planning Areas
- 3-1.1.8: Preserve Available Housing for Year-Round Residents
- 3-1.3.8: Ensure Adequate Sites for Year-Round Residents
- 3-1.5.5: Supportive Facilities and Services for Quality Residential Neighborhoods
- 3-1.5.14: Prevent Encroachment on Residential Character

The following table lists the proposed uses recommended for applied discounts, and those uses recommended for maximum fees to be applied.

RECOMMENDED DISCOUNTED USES	RECOMMENDED USES FOR MAX. FEES
Long-term single-family dwellings	Short-term single-family dwellings
Drive-in Bank	Multifamily housing
Auto parts and service center	Mobile home park
Restaurant	Hotel/Motel
Office (General and Medical)	Shopping center/plaza*
Hospital	Supermarket*
Nursing Home	Automobile Sales
Church/Place of Worship	Convenience store/gas station
School/Day Care Center	Golf course
	Marina
	General light industrial
	Warehousing

*Shopping center/plaza and supermarket were moved from discounted uses to uses for maximum fees based on 2/18/25 discussion.

PROPOSED FEE SCHEDULE – DISCOUNTED USES

The tables below list discounted use categories, the recommended fee discount, and the resulting adjusted fee.

Proposed Land Uses	ITE 11th	Maximum Fee	Discount %	Discount $	Adjusted Fee
Long-term Residential*	Dwelling				
Less than 500 sq. ft.		$10,047	50%	$5,024	$5,023
500—749 sq. ft.		$12,173	50%	$6,087	$6,086
750—999 sq. ft.		$13,776	50%	$6,888	$6,888
1,000—1,499 sq. ft.		$15,475	50%	$7,738	$7,737
1,500—1,999 sq. ft.		$17,078	50%	$8,539	$8,539
2,000—2,999 sq. ft.		$18,778	50%	$9,389	$9,389
3,000—3,999 sq. ft.		$20,381	50%	$10,191	$10,190
4,000 sq. ft. or more		$21,578	50%	$10,789	$10,789
Drive-in Bank (912)	1000 sq. ft.	$48,916	25%	$12,229	$36,687

Automobile Parts and Service Center (943)	1000 sq. ft.	$25,287	25%	$6,322	$18,965
Fast-Food Restaurant with Drive-Through Window (934)	1000 sq. ft.	$160,226	25%	$40,057	$120,169
High-Turnover (Sit-Down) Restaurant (932)	1000 sq. ft.	$62,053	25%	$15,513	$46,540
Fine Dining Restaurant (931)	1000 sq. ft.	$48,531	25%	$12,133	$36,398
General Office Building (710)	1000 sq. ft.	$16,513	25%	$4,128	$12,385
Medical-Dental Office Building - Stand-Alone (720)	1000 sq. ft.	$54,839	25%	$13,710	$41,129
Hospital (610)	1000 sq. ft.	$16,406	25%	$4,102	$12,304
Nursing Home (620)	1000 sq. ft.	$10,282	25%	$2,571	$7,711
Church (560)	1000 sq. ft.	$11,577	25%	$2,894	$8,683
Private School (K-12) (532)	Students	$3,778	25%	$945	$2,833
Day Care Center (565)	Students	$6,230	25%	$1,558	$4,672

*Discount percentages for long-term residential were reduced from 91-94% to 50% based on 2/18/25 discussion.

PROPOSED FEE SCHEDULE – USES WITH MAXIMUM FEES

The tables below list maximum fee use categories and their fees based on the fee study.

Proposed Land Uses	ITE 11th	Maximum Fee	Discount %	Discount $	Adjusted Fee
Short-term Residential	Dwelling				
Less than 500 sq. ft.		$14,257	0%	$0	$14,257
500—749 sq. ft.		$21,466	0%	$0	$21,466
750—999 sq. ft.		$26,901	0%	$0	$26,901
1,000—1,499 sq. ft.		$32,662	0%	$0	$32,662
1,500—1,999 sq. ft.		$38,097	0%	$0	$38,097
2,000—2,999 sq. ft.		$43,858	0%	$0	$43,858
3,000—3,999 sq. ft.		$49,293	0%	$0	$49,293
4,000 sq. ft. or more		$53,352	0%	$0	$53,352
Multifamily Housing (Low-Rise) (220)	Dwelling	$10,267	0%	$0	$10,267
Multifamily Housing (Mid-Rise) (221)	Dwelling	$6,901	0%	$0	$6,901
Mobile Home Park (240)	Dwelling	$10,846	0%	$0	$10,846
Hotel/Motel (310)	Room	$12,171	0%	$0	$12,171
Automobile Sales (New) (840)	1000 sq. ft.	$42,409	0%	$0	$42,409
Convenience Store (851)	1000 sq. ft.	$179,984	0%	$0	$179,984
Golf Course (430)	Acres	$5,697	0%	$0	$5,697
Marina (420)	Berths	$3,671	0%	$0	$3,671
Convenience Store/Gas Station (945)	Fueling Positions	$62,598	0%	$0	$62,598
Shopping Center >150k (820)	1000 sq. ft.	$28,753	0%	$0	$28,753
Shopping Plaza 40-150k (821)	1000 sq. ft.	$41,141	0%	$0	$41,141
Shopping Plaza 40-150k - w/Supermarket (821)	1000 sq. ft.	$57,575	0%	$0	$57,575

Strip Retail Plaza <40k (822)	1000 sq. ft.	$33,178	0%	$0	$33,178
Supermarket (850)	1000 sq. ft.	$34,307	0%	$0	$34,307
General Light Industrial (110)	1000 sq. ft.	$7,419	0%	$0	$7,419
Warehousing (150)	1000 sq. ft.	$2,254	0%	$0	$2,254

Destin, Florida Mobility Fee Study Memo

Introduction

Mobility fees are an important tool for cities like Destin to fund transportation projects to address impacts from future growth, while also tackling service gaps such as multimodal infrastructure and traffic congestion. This study examines the feasibility and potential impacts of increasing mobility fees in Destin, with the goal of enhancing the city's transportation network and promoting sustainable solutions for all modes of travel. The mobility fee will replace the existing transportation impact fee in Destin's current fee structure.

The content within this memo will provide a comprehensive overview of the city's Mobility Plan, highlighting how increased mobility fees can facilitate its implementation. It will outline a proposed fee schedule, project fee revenue over the lifespan of the Mobility Plan and examine the legal context surrounding mobility fees. Additionally, the methodology used to calculate the proposed fee rates is described in detail.

The findings of this memo aim to support policy decisions by the City Council, ultimately enhancing Destin's connectivity and safety, and creating a more vibrant environment for residents and visitors alike to live, work, and play.

Mobility Plan Overview

The Destin Mobility Plan, adopted in September 2024, serves as a comprehensive blueprint for addressing the city's current and future transportation needs. This plan aims to increase capacity, enhance safety, and improve walking and biking options throughout Destin. It encompasses over 60 projects, including the completion and upgrades to the Cross Town Connector, new roadway construction, multi-use trails, sidewalks, bike lanes, intersection enhancements, and community parking facilities. The total estimated cost for implementing all projects within the plan is approximately $152 million.

To support the planning and construction of seven high-priority projects outlined in Phase 1 of the Mobility Plan, the mobility fee will play a crucial role. The combined cost of these seven key projects exceeds $30 million. Below is a list of the specific projects intended to be funded by the mobility fee:

Project ID	Project Name	Estimated 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
SW-9	Indian Trail Sidewalk	$278,099
Total Cost:		$30,060,059

Mobility Fee

Fee Schedule

Table 1 presents the calculated maximum mobility fee by land use code, derived from projected Equivalent Dwelling Units (EDUs) and the total cost of necessary infrastructure improvements. The Methodology section of this report provides further details.

Table 1 Maximum Fee table

Proposed Land Uses	ITE Code	ITE 11th	ITE Rate	% New Trips	New 1-way trips	EDU	Maximum Fee
Single-Family Detached	210	Dwelling	9.43	100%	4.72	1.00	$14,365
Long-term Residential							
Less than 500 sq. ft.				100%	3.30	0.70	$10,047
500—749 sq. ft.				100%	4.00	0.85	$12,173
750—999 sq. ft.				100%	4.52	0.96	$13,776
1,000—1,499 sq. ft.				100%	5.08	1.08	$15,475
1,500—1,999 sq. ft.				100%	5.61	1.19	$17,078
2,000—2,999 sq. ft.				100%	6.16	1.31	$18,778
3,000—3,999 sq. ft.				100%	6.69	1.42	$20,381
4,000 sq. ft. or more				100%	7.08	1.50	$21,578
Short-term Residential							
Less than 500 sq. ft.				100%	4.68	0.99	$14,257
500—749 sq. ft.				100%	7.05	1.49	$21,466
750—999 sq. ft.				100%	8.83	1.87	$26,901
1,000—1,499 sq. ft.				100%	10.72	2.27	$32,662
1,500—1,999 sq. ft.				100%	12.50	2.65	$38,097
2,000—2,999 sq. ft.				100%	14.40	3.05	$43,858
3,000—3,999 sq. ft.				100%	16.18	3.43	$49,293
4,000 sq. ft. or more				100%	17.51	3.71	$53,352
Multifamily Housing (Low-Rise) (220)	220	Dwelling	6.74	100%	3.37	0.71	$10,267
Multifamily Housing (Mid-Rise) (221)	221	Dwelling	4.53	100%	2.27	0.48	$6,901
Mobile Home Park (240)	240	Dwelling	7.12	100%	3.56	0.76	$10,846
Hotel/Motel (310)	310	Room	7.99	100%	4.00	0.85	$12,171
Shopping Center >150k (820)	820	1000 sq. ft.	37.01	51%	9.44	2.00	$28,753
Shopping Plaza 40-150k (821)	821	1000 sq. ft.	67.52	40%	13.50	2.86	$41,141

Shopping Plaza 40-150k - w/Supermarket (821)	821	1000 sq. ft.	94.49	40%	18.90	4.01	$57,575
Strip Retail Plaza <40k (822)	822	1000 sq. ft.	54.45	40%	10.89	2.31	$33,178
Automobile Sales (New) (840)	840	1000 sq. ft.	27.84	100%	13.92	2.95	$42,409
Supermarket (850)	850	1000 sq. ft.	93.84	24%	11.2608	2.39	$34,307
Drive-in Bank (912)	912	1000 sq. ft.	100.35	32%	16.06	3.41	$48,916
Automobile Parts and Service Center (943)	943	1000 sq. ft.	16.6	100%	8.30	1.76	$25,287
Convenience Store (851)	851	1000 sq. ft.	762.28	16%	59.08	12.53	$179,984
Golf Course (430)	430	Acres	3.74	100%	1.87	0.40	$5,697
Marina (420)	420	Berths	2.41	100%	1.21	0.26	$3,671
Fast-Food Restaurant with Drive-Through Window (934)	934	1000 sq. ft.	467.48	23%	52.59	11.15	$160,226
High-Turnover (Sit-Down) Restaurant (932)	932	1000 sq. ft.	107.2	38%	20.37	4.32	$62,053
Fine Dining Restaurant (931)	931	1000 sq. ft.	83.84	38%	15.93	3.38	$48,531
Convenience Store/Gas Station (945)	945	Fueling Positions	265.12	16%	20.55	4.36	$62,598
General Office Building (710)	710	1000 sq. ft.	10.84	100%	5.42	1.15	$16,513
Medical-Dental Office Building - Stand-Alone (720)	720	1000 sq. ft.	36.00	100%	18.00	3.82	$54,839
Hospital (610)	610	1000 sq. ft.	10.77	100%	5.39	1.14	$16,406
Nursing Home (620)	620	1000 sq. ft.	6.75	100%	3.38	0.72	$10,282
Church (560)	560	1000 sq. ft.	7.6	100%	3.80	0.81	$11,577
Private School (K-12) (532)	532	Students	2.48	100%	1.24	0.26	$3,778
Day Care Center (565)	565	Students	4.09	100%	2.05	0.43	$6,230
General Light Industrial (110)	110	1000 sq. ft.	4.87	100%	2.44	0.52	$7,419
Warehousing (150)	150	1000 sq. ft.	1.48	100%	0.74	0.16	$2,254

Context

The following sections provide a comprehensive overview of the legal framework established by Florida Statutes that permits the implementation of a mobility fee. Additionally included is a summary of the extraordinary circumstances that demonstrate the need for an increase beyond the standard allowable percentage, as permitted by Section 163.31801 of the Florida Statutes. Finally, the necessary regulatory amendments that City staff should pursue following the adoption of the mobility fee are described.

SUMMARY OF CONTEXT

Florida law allows local governments to create a "Mobility Plan" and associated fees for the purpose of funding transportation improvements in their jurisdictions. The law states that these fees cannot be used to block or delay development approvals if developers have agreed to pay the transportation costs associated with their projects. It also says that any revenue gained as a result of these fees must be dedicated to the projects outlined in the Mobility Plan. Such fees must also follow other Florida laws for impact fees. To ensure full compliance with Florida law, there are five actions that must be taken as part of or prior to the new fee's adoption: the new study and associated fees must be adopted within one year of beginning the study; 90 days' notice is required before adopting an increased fee; two publicly noticed workshops must be held; approval of the fee increase must receive a two-thirds majority vote from Council; and the Plan and fee study must be consistent with Florida Statutes.

The current mobility fee study, which was conducted under unusual economic conditions, aims to change fees that have not been updated since 2008. Increased construction costs, inflation, and supply chain disruptions are among the factors that have made it necessary to raise the fees in order to keep up with the higher costs of materials and labor.

There are two changes that must be made to City policies and regulations to reflect this new fee. First, the Comprehensive Plan needs to be updated to explicitly reference the Mobility Plan and fee, replacing terms like "transportation impact fee" with "mobility fee". Second, the Land Development Code must be revised to include the new Mobility Fee schedule and relevant policies from the Comprehensive Plan and Mobility Plan, which ensures that all City documents stay consistent with current transportation funding goals and with each other.

Legal Framework

Florida Statutes s. 163.3180 authorizes local governments to establish a mobility plan and associated fees for their transportation systems. However, localities cannot use this alternative system to delay or deny applications for site plan approvals, plat approvals, final subdivision approvals, building permits, or their functional equivalents, provided that developers commit to funding the transportation impacts their projects create, as defined by the local government's fee structure.

The revenue generated from the mobility fee must be allocated to the implementation of the Mobility Plan, which serves as the foundational basis for the fee itself. Additionally, the

mobility fee must adhere to Section 163.31801 of the Florida Statutes, which outlines regulations for impact fees.

To ensure compliance with Section 163.31801, the following steps are required prior to or as part of the fee's adoption:

- The new study and associated fees must be adopted within 12 months of initiating the fee study.
- A minimum of 90 days' notice is required before the effective date of any fee increase.
- At least two publicly noticed workshops must be conducted.
- The ordinance approving the fee increase must receive a two-thirds majority vote from the City Council.
- The Mobility Plan and Mobility Fee Study align with all relevant stipulations outlined in Sections 163.3180 and 163.31801 of the Florida Statutes.

Extraordinary Circumstances

The mobility fee study is being conducted under exceptional circumstances that highlight the need for a substantial increase in the City's current transportation impact fee, which has remained unchanged since June 2008. This fee update will be closely aligned with the Phase 1 projects outlined in the recently adopted Mobility Plan and described above.

The timing of this fee update is particularly critical given the extraordinary economic conditions stemming from various factors. The ongoing repercussions of policies implemented to mitigate the impacts of COVID-19, along with sustained disruptions in global supply chains vital to the availability of construction materials and equipment, have led to significant price increases in construction costs. These price hikes are driven by inflation, characterized by a substantial increase in the U.S. dollar money supply, persistent supply chain challenges, and robust demand for new construction.

Additionally, a strong housing market, fluctuations in the labor market, and heightened government spending on infrastructure have further contributed to elevated demand and prices in the construction sector. The U.S. Bureau of Labor Statistics' Producer Price Index by Commodity for Construction Materials serves as a key indicator of these trends. Since March 2020, when the COVID-19 pandemic began, material prices have surged by 32% as of November 2023. While this study does not predict that such price increases will continue at the same pace, the extraordinary events of the past three years necessitate an update to project costs and, consequently, the impact fee.

Moreover, it's important to highlight that construction costs have significantly risen since the current impact fee was established in 2008. The Producer Price Index for Construction Materials increased from 200.4 in June 2008 to 337.3 in June 2023, reflecting the urgent need for a fee adjustment to account for these rising costs.

REGULATORY AMENDMENTS

The following outlines the two regulatory amendments required to City documents after the adoption of the mobility fee, ensuring consistency with the City's policies, Comprehensive Plan, and Land Development Code:

- Comprehensive Plan: The Mobility Plan and associated fee should be explicitly referenced within the Comprehensive Plan. Additionally, all instances of "transportation impact fee" must be updated to "mobility fee," and any language that ties the mobility fee to concurrency should be removed.
- Land Development Code (LDC): The section of the LDC addressing transportation impact fees should be revised to include the Mobility Fee schedule. This update must also incorporate references to the relevant policies within the Comprehensive Plan and the Mobility Plan.

Methodology

This section outlines the methodology used to determine the new mobility fee, which follows a proportionate share allocation model. This approach estimates the costs of infrastructure improvements required to support new development and allocates these costs based on projected increases in transportation demand. The demand is forecasted by calculating the number of new daily trips generated by future development, using data from the Destin Mobility Plan, adopted in September 2024.

The Destin Mobility Plan identifies key infrastructure projects needed to accommodate growth, including new transportation facilities and improvements to existing facilities.

The total cost of the infrastructure improvements outlined in the Destin Mobility Plan is divided by the projected growth in Equivalent Dwelling Units (EDUs), ensuring that each new development contributes its proportional share of the transportation improvements necessary to support future growth.

SUMMARY OF STEPS USED TO CALCULATE MOBILITY FEE

These steps are described in more detail in the following sections.

1. Calculate Standard Service Unit. When new homes or businesses are built, they add traffic to the roads. To fairly measure how much traffic each use type adds, Equivalent Dwelling Units (EDUs) are used. One EDU represents the traffic generated by a typical single-family home. This allows us to compare different types of buildings and figure out how much traffic they'll create. Each building type is evaluated based on how much traffic it generates compared to a single-family home, and only new trips are counted.

2. Analyze the relationship between dwelling units and trip generation. To ensure the fee is fair, we looked at how the size of a home affects the impact it has on traffic. Three main sources of information were used for this analysis: property data, such as home size and number of bedrooms; household occupancy data, the number of people living in homes of different sizes; and household trip rates, or how

often people travel based on their household size. This information was used to figure out how the square footage of a home relates to the amount of traffic the home generates. We found that larger homes with more bedrooms tend to generate more trips.

    a. For short-term rental properties, a similar method was used. However, since short-term rentals are typically more frequently occupied, the calculation was adjusted to assume they were always fully booked.

3. Calculate Equivalent Dwelling Units (EDUs). An EDU measures the traffic impact of a typical single-family home, using Institute of Transportation Engineers (ITE) land use code 210 as the standard. The number of trips people make, based on data from the National Household Travel Survey (NHTS), is adjusted to match the ITE's traffic rates for homes. This adjustment makes sure the data is consistent and takes into account the differences in traffic created by different types of households. For other kinds of uses, we calculate how much traffic they generate compared to that single-family home. Pass-by trips and diverted link trips were not counted, and only one side of the trip (either arrival or departure) was counted to avoid double-counting the trip.
4. Estimate the cost of Phase 1 improvements. The total estimated cost of Phase 1 improvements is $30,060,059.
5. Estimate EDUs through 2040. Population and employment growth forecasts were used to estimate the total number of EDUs expected by 2040. To calculate the projected EDUs, the expected growth in people and jobs was converted to square footage, as needed, and then matched with the appropriate ITE code for each job type. This calculation gives us an estimate of 2092.62 EDUs by 2040.
6. Calculate the Mobility Fee. Divide the total cost of planned improvements (from Step 4) by the estimated EDUs (from Step 5):

$$\$30,060,059 \text{ (improvements)} / 2092.62 \text{ (EDUs)} = \$14,364.79$$

Calculating Standardized Service Unit

The transportation demand created by different land use types are standardized into a unit of measurement known as the service unit, defined as the Equivalent Dwelling Unit (EDU). One EDU represents the transportation demand generated by a typical single-family detached home. This standardized metric allows for consistently comparing various land uses based on their impact on the transportation system.

Trip generation data—measuring vehicle movements generated by different types of development—forms the foundation for calculating service units. Mobility fees account for demand across all transportation modes, including motorized and non-motorized travel.

Each land use type is evaluated according to its relative travel demand compared to a standard single-family home. Trip generation rates are adjusted to reflect only net new trips that contribute additional demand to the transportation system.

Relationship Between Dwelling Units and Trip Generation

This section reviews how the relationship between dwelling unit size, the number of bedrooms, and trip-making behavior was developed for the Destin context. The goal is to ensure that the mobility fee accurately reflects the impact of various residential development scales. The data for this analysis were drawn from three key sources:

1. Parcel characteristics, including land use type, number of bedrooms, and building square footage, were obtained from the Okaloosa County Property Appraiser's records. This provided detailed insights into the physical attributes of the housing stock in the area.
2. Household occupancy data from the 2021 American Community Survey (ACS) Public Use Microdata Sample (PUMS)[1] for Okaloosa County allowed for localized estimates of residents per household by dwelling unit type and size. The results are presented in Table 2.

Table 2 Persons/household by # of bedrooms, SFDU (2021 ACS PUMS, Okaloosa County)

# of bedrooms	Persons per Household
1	1.74
2	1.98
3	2.42
4	3.06
5	3.67

3. Household person trip rates were sourced from the 2022 National Household Travel Survey (NHTS)[2], with a focus on the South Atlantic region and Metropolitan Statistical Areas (MSAs) under one million residents, which provides region-specific data on travel behavior. This data is crucial in informing the relationship between housing characteristics and transportation demand in Destin.

Table 3 Trips per Person by Household Size (NHTS 2021, South Atlantic)

Household Size	Daily Trips per Person
1	2.61
2	2.35
3	2.48
4	2.22
5	1.60

[1] https://www.census.gov/programs-surveys/acs.html
[2] https://nhts.ornl.gov

6	1.12
7	1.55

These sources were combined to establish the relationship between square footage and trip generation for single-family homes. A logarithmic regression model was used to capture the non-linear relationship between dwelling unit size and the number of trips generated. The resulting estimates of trips per household size for single-family dwelling units (SFDU) are presented in Figure 1.

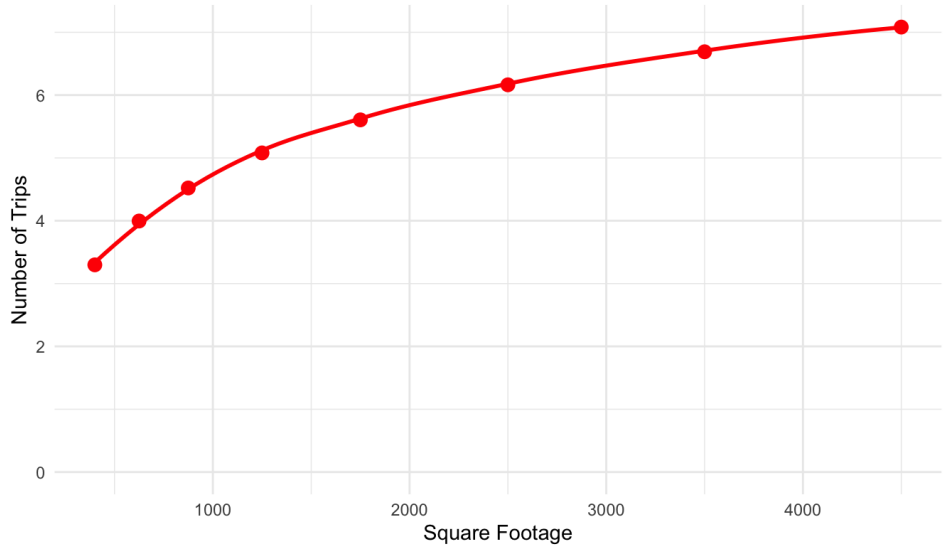


Figure 1 Relationship between trips and square footage for a single-family residential home

Short-Term Rental Trip Generation

Trip generation rates for short-term rentals were calculated similarly to those for single-family homes, with adjustments reflecting the higher utilization rates of short-term rental properties. Trip-making rates were adjusted to assume 100% occupancy based on the number of bedrooms. The resulting expected trips based on the number of square feet are depicted in Figure 2.

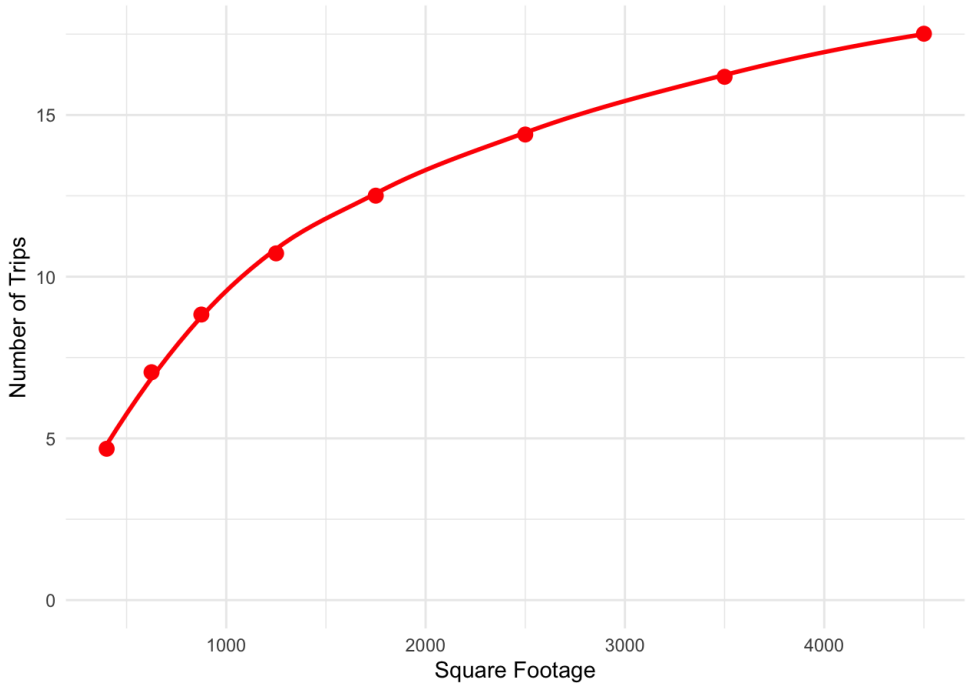


Figure 2 Relationship between trips and square footage for a short-term rental

Calculating Equivalent Dwelling Units (EDUs)

This step involves standardizing transportation demand across different land uses into EDUs, allowing for consistent fee calculations. The EDU is based on the transportation impact of a typical single-family detached home, using Institute of Transportation Engineers (ITE) land use code 210 as the benchmark. Household trip rates calculated using the National Household Travel Survey (NHTS) are refactored by adjusting them to match the proportionate ITE residential trip generation rates. This adjustment ensures all rates are sourced from ITE and are internally consistent, while also representing the varying impacts of different household types.

Pass-by trips refer to vehicles already on the road that stop at a development before continuing their route. Diverted-link trips divert from their original route to visit a development before rejoining the network. Since these trips do not generate new traffic, they are excluded from the EDU calculations. Additionally, ITE trip generation rates are halved to represent only the production side (as trip generation includes both arrivals and departures). The resulting EDUs are presented in Table 4.

Table 4 EDU by land use type

Proposed Land Uses	ITE Code	Unit Type	ITE Rate	% New Trips	New 1-way trips	EDU
Single-Family Detached	210	Dwelling	9.43	100%	4.72	1.00
Long-term Residential						
Less than 500 sq. ft.				100%	3.30	0.70

500—749 sq. ft.				100%	4.00	0.85
750—999 sq. ft.				100%	4.52	0.96
1,000—1,499 sq. ft.				100%	5.08	1.08
1,500—1,999 sq. ft.				100%	5.61	1.19
2,000—2,999 sq. ft.				100%	6.16	1.31
3,000—3,999 sq. ft.				100%	6.69	1.42
4,000 sq. ft. or more				100%	7.08	1.50
Short-term Residential						
Less than 500 sq. ft.				100%	4.68	0.99
500—749 sq. ft.				100%	7.05	1.49
750—999 sq. ft.				100%	8.83	1.87
1,000—1,499 sq. ft.				100%	10.72	2.27
1,500—1,999 sq. ft.				100%	12.50	2.65
2,000—2,999 sq. ft.				100%	14.40	3.05
3,000—3,999 sq. ft.				100%	16.18	3.43
4,000 sq. ft. or more				100%	17.51	3.71
Multifamily Housing (Low-Rise) (220)	220	Dwelling	6.74	100%	3.37	0.71
Multifamily Housing (Mid-Rise) (221)	221	Dwelling	4.53	100%	2.27	0.48
Mobile Home Park (240)		Dwelling	7.12	100%	3.56	0.76
Hotel/Motel (310)	310	Room	7.99	100%	4.00	0.85
Shopping Center >150k (820)	820	1000 sq. ft.	37.01	51%	9.44	2.00
Shopping Plaza 40-150k (821)	821	1000 sq. ft.	67.52	40%	13.50	2.86
Shopping Plaza 40-150k - w/Supermarket (821)	821	1000 sq. ft.	94.49	40%	18.90	4.01

Calculation of the Mobility Fee

After calculating EDUs, the next step is to allocate the costs of necessary transportation improvements based on expected growth in EDUs. By estimating the number of new EDUs, we determine each development's proportional share of infrastructure costs for the projects outlined in the Destin Mobility Plan.

Planned Improvements

The cost of planned transportation infrastructure improvements comes from the Destin Mobility Plan, which details essential projects needed to support growth. These include road expansions, multimodal enhancements like bike lanes and sidewalks, and other upgrades. Cost estimates for these projects were developed. Based on the Mobility Plan,

as illustrated in 5, Phase 1 projects that are to be funded by the Mobility Fee are anticipated to cost $30,060,059.

Table 5 Phase I Mobility Fee Projects

ID	Name	Cost	Phase
NC-4	98 Palms Boulevard	$9,149,623	1
MU-1	Powerline easement (west) Multi-use Path	$10,000,000	1
NC-5	Mattie M. Kelly Boulevard	$844,581	1
IS-1	Stahlman Avenue at Zerbe St & Harbor Blvd	$135,828	1
CC-4	Azalea Drive Extension	$9,632,529	1
IS-8	Calhoun Avenue at Sibert Ave	$19,399	1
SW-9	Indian Trail Sidewalk	$278,099	1
	TOTAL	$30,060,059	

Estimating Equivalent Dwelling Units (EDUs) Through 2040

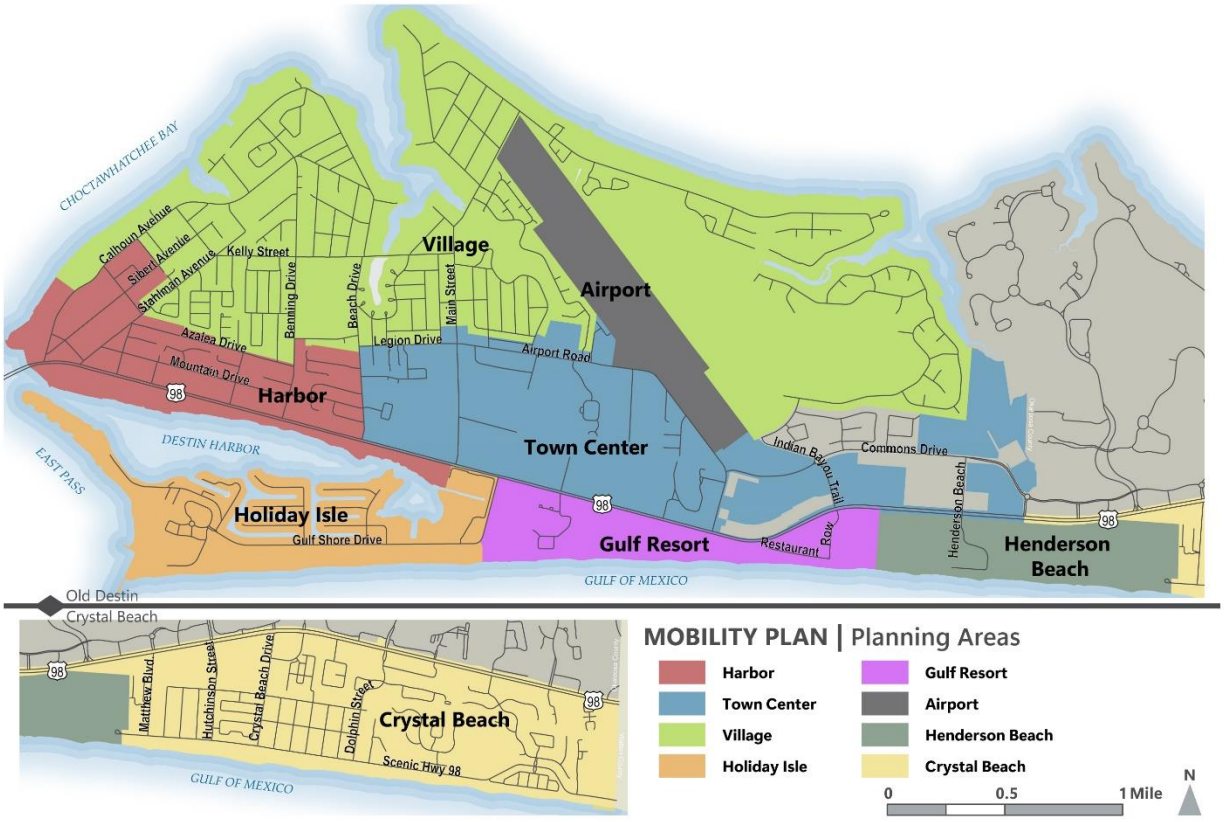
Population and employment growth forecasts for Destin were used to project the total number of EDUs expected by 2040. These assumptions are documented in Table 6. The growth projections for people and jobs are translated into EDUs by converting growth units to square footage[3], when necessary, and matching the mixture of associated Institute of Transportation Engineers (ITE) land use code presently on the ground in Destin for each job type. The result is an estimate of EDUs anticipated by 2040.

Table 6 Population and employment growth forecast (new units anticipated by 2040)

Planning Area	SF Pop	MF Pop	Housing Units	Hotel/ Motel	Seasonal	Ser Emp	Com Emp	Ind Emp	Tot Emp
Airport	0	0	0	0	0	2	0	0	2
Crystal Beach	104	236	163	80	340	59	45	7	111
Gulf Resort	11	63	36	84	59	301	138	34	473
Harbor	59	284	165	96	280	51	45	10	106
Henderson Beach	3	1	2	0	6	3	1	0	4
Holiday Isle	38	262	144	30	225	64	23	8	95
Town Center Commons	90	472	270	198	449	211	165	31	407
Village	173	331	242	59	531	22	16	3	41
Grand Total	478	1649	1022	547	1890	713	433	93	1239

Figure 1. Planning Area Map.

[3] The following estimates of square footage per employee were utilized in this conversion process: 250 sq. ft. per service employee, 450sq. ft. per commercial employees, and 1,000 sq. ft. per employee for industrial jobs.



Calculating the Mobility Fee

With the total number of Equivalent Dwelling Units (EDUs) projected by 2040 and the cost of planned infrastructure improvements established, the Mobility Fee is calculated by distributing the improvement costs across the anticipated EDUs. Based on the forecast presented in Table 6, 2092.62 EDUs are anticipated by 2040.

The final step in calculating the fee per EDU is dividing the total cost of the planned improvements by the total projected EDUs.

$30,060,059 (improvements) / 2092.62 (forecasted EDUs) = $14,364.79

With the calculation complete, the maximum Mobility Fee per EDU is $14,364.79. This maximum fee, applied to EDUs per land use type, are presented in Table 1 in the Fee Schedule section of this memo.



City of Destin
Mobility Fee Study

March 3, 2025



Schedule

Required Milestones



Important Notes

- 12-month Time Limit: The study and fee maximums must be adopted; however, there is no time limit for fee discounts based on City policy decisions.
- Ordinance Effective Date: The fees become effective at least 90 days after adoption of the ordinance, however the effective date may extend beyond 90 days.
- Additional Processes Required: Comprehensive Plan and LDC Amendments are required for the mobility fee to replace the existing transportation impact fee and should be completed prior to the effective date.



Extraordinary Circumstances

Florida Statute Requirements for Fee Increases

- Base fees on recent and localized data
- Provide notice of increase at least 90 days prior to effective date of ordinance
- Impact Fees may not be increased by more than 50% over 4 years
  - Example: The fee for a short-term rental SFD could only be increased from $1,896 to $2,844
- Rates cannot be increased by more than 12.5% a year
  - 25% or less – two annual increments
  - 25%-50% - 4 annual increments

Florida Statute Requirements for Fee Increases

- A local government may exceed the 50% limitation if
  - The local government completes a demonstrated need study that justifies the increase
  - Demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations
  - Holds at least two publicly noticed workshops
  - Adopts the impact fee increase by at least a two-thirds vote

Extraordinary Circumstances

- There have been no impact fee increases in 16 years.
- Impacts related to COVID-19 policies
  - Between March 2020 and November 2023, material prices surged by 32%
- Sustained disruptions to global supply chains for construction materials and equipment, housing market strength, labor market fluctuations, and heighted government spending on infrastructure have led to increases in construction prices.
  - Materials increased from 200.4 in June 2008 to 337.3 in June 2023 (1982: 100)



Policy Discussion

Fee Schedule Options

- Option #1: Apply the maximum fees to all uses in the fee schedule

- Option #2: Apply discounts to long-term single-family dwellings and community serving uses

Fee Option #1: Maximum Fees

Proposed Land Uses	ITE 11th	Maximum Fee
Long-term Residential	Dwelling	
Less than 500 sq. ft.		$10,047
500—749 sq. ft.		$12,173
750—999 sq. ft.		$13,776
1,000—1,499 sq. ft.		$15,475
1,500—1,999 sq. ft.		$17,078
2,000—2,999 sq. ft.		$18,778
3,000—3,999 sq. ft.		$20,381
4,000 sq. ft. or more		$21,578
Short-term Residential		
Less than 500 sq. ft.		$14,257
500—749 sq. ft.		$21,466
750—999 sq. ft.		$26,901
1,000—1,499 sq. ft.		$32,662
1,500—1,999 sq. ft.		$38,097
2,000—2,999 sq. ft.		$43,858
3,000—3,999 sq. ft.		$49,293
4,000 sq. ft. or more		$53,352

Fee Option #1: Maximum Fees

Proposed Land Uses	ITE 11th	Maximum Fee
Multifamily Housing (Low-Rise) (220)	Dwelling	$10,267
Multifamily Housing (Mid-Rise) (221)	Dwelling	$6,901
Mobile Home Park (240)	Dwelling	$10,846
Hotel/Motel (310)	Room	$12,171
Shopping Center >150k (820)	1000 sq. ft.	$28,753
Shopping Plaza 40-150k (821)	1000 sq. ft.	$41,141
Shopping Plaza 40-150k - w/Supermarket (821)	1000 sq. ft.	$57,575
Strip Retail Plaza <40k (822)	1000 sq. ft.	$33,178
Automobile Sales (New) (840)	1000 sq. ft.	$42,409
Supermarket (850)	1000 sq. ft.	$34,307
Drive-in Bank (912)	1000 sq. ft.	$48,916
Automobile Parts and Service Center (943)	1000 sq. ft.	$25,287
Convenience Store (851)	1000 sq. ft.	$179,984
Golf Course (430)	Acres	$5,697
Marina (420)	Berths	$3,671

Fee Option #1: Maximum Fees

Proposed Land Uses	ITE 11th	Maximum Fee
Fast-Food Restaurant with Drive-Through Window (934)	1000 sq. ft.	$160,226
High-Turnover (Sit-Down) Restaurant (932)	1000 sq. ft.	$62,053
Fine Dining Restaurant (931)	1000 sq. ft.	$48,531
Convenience Store/Gas Station (945)	Fueling Positions	$62,598
General Office Building (710)	1000 sq. ft.	$16,513
Medical-Dental Office Building - Stand-Alone (720)	1000 sq. ft.	$54,839
Hospital (610)	1000 sq. ft.	$16,406
Nursing Home (620)	1000 sq. ft.	$10,282
Church (560)	1000 sq. ft.	$11,577
Private School (K-12) (532)	Students	$3,778
Day Care Center (565)	Students	$6,230
General Light Industrial (110)	1000 sq. ft.	$7,419
Warehousing (150)	1000 sq. ft.	$2,254

Fee Option #2: Discounted Fees

- Apply 50% discount to long-term single-family dwellings
- Apply 25% discount to community serving uses that support the long-term residents of Destin
  - Drive-in Bank
  - Auto parts and service center
  - Restaurants
  - Office (General and Medical)
  - Hospital
  - Nursing Home
  - Church/Places of Worship
  - Schools/Day Care Centers

Discounted Uses

- Recommended Discounted Uses:
  - Long-term single-family dwellings
  - Drive-in Bank
  - Auto parts and service center
  - Restaurants
  - Office (General and Medical)
  - Hospital
  - Nursing Home
  - Church/Places of Worship
  - Schools/Day Care Centers

- Recommended Uses for Maximum Fees:
  - Short-term single-family dwellings
  - Multifamily housing
  - Mobile Home Park
  - Hotel/Motel
  - Automobile Sales
  - Shopping Centers/Plazas*
  - Supermarket*
  - Convenience Store/Gas Station
  - Golf Course
  - Marina
  - General Light Industrial
  - Warehousing

*Shopping Centers/Plazas and Supermarket were removed from discounted uses based on 2/18/25 discussion.

Discounted Long-Term Residential Uses

Proposed Land Uses	ITE 11th	Maximum Fee	Discount %	Discount $	Adjusted Fee
Long-term Residential*	Dwelling				
Less than 500 sq. ft.		$10,047	50%	$5,024	$5,023
500—749 sq. ft.		$12,173	50%	$6,087	$6,086
750—999 sq. ft.		$13,776	50%	$6,888	$6,888
1,000—1,499 sq. ft.		$15,475	50%	$7,738	$7,737
1,500—1,999 sq. ft.		$17,078	50%	$8,539	$8,539
2,000—2,999 sq. ft.		$18,778	50%	$9,389	$9,389
3,000—3,999 sq. ft.		$20,381	50%	$10,191	$10,190
4,000 sq. ft. or more		$21,578	50%	$10,789	$10,789

*Discount percentages for long-term residential were reduced from 91-94% to 50% based on 2/18/25 discussion.

Discounted Non-Residential Uses

Proposed Land Uses	ITE 11th	Maximum Fee	Discount %	Discount $	Adjusted Fee
Drive-in Bank (912)	1000 sq. ft.	$48,916	25%	$12,229	$36,687
Automobile Parts and Service Center (943)	1000 sq. ft.	$25,287	25%	$6,322	$18,965
Fast-Food Restaurant with Drive-Through Window (934)	1000 sq. ft.	$160,226	25%	$40,057	$120,169
High-Turnover (Sit-Down) Restaurant (932)	1000 sq. ft.	$62,053	25%	$15,513	$46,540
Fine Dining Restaurant (931)	1000 sq. ft.	$48,531	25%	$12,133	$36,398
General Office Building (710)	1000 sq. ft.	$16,513	25%	$4,128	$12,385
Medical-Dental Office Building - Stand-Alone (720)	1000 sq. ft.	$54,839	25%	$13,710	$41,129
Hospital (610)	1000 sq. ft.	$16,406	25%	$4,102	$12,304
Nursing Home (620)	1000 sq. ft.	$10,282	25%	$2,571	$7,711
Church (560)	1000 sq. ft.	$11,577	25%	$2,894	$8,683
Private School (K-12) (532)	Students	$3,778	25%	$945	$2,833
Day Care Center (565)	Students	$6,230	25%	$1,558	$4,672

Uses with Maximum Fees

Proposed Land Uses	ITE 11th	Maximum Fee	Discount %	Discount $	Adjusted Fee
Short-term Residential	Dwelling				
Less than 500 sq. ft.		$14,257	0%	$0	$14,257
500—749 sq. ft.		$21,466	0%	$0	$21,466
750—999 sq. ft.		$26,901	0%	$0	$26,901
1,000—1,499 sq. ft.		$32,662	0%	$0	$32,662
1,500—1,999 sq. ft.		$38,097	0%	$0	$38,097
2,000—2,999 sq. ft.		$43,858	0%	$0	$43,858
3,000—3,999 sq. ft.		$49,293	0%	$0	$49,293
4,000 sq. ft. or more		$53,352	0%	$0	$53,352
Multifamily Housing (Low-Rise) (220)	Dwelling	$10,267	0%	$0	$10,267
Multifamily Housing (Mid-Rise) (221)	Dwelling	$6,901	0%	$0	$6,901
Mobile Home Park (240)	Dwelling	$10,846	0%	$0	$10,846
Hotel/Motel (310)	Room	$12,171	0%	$0	$12,171

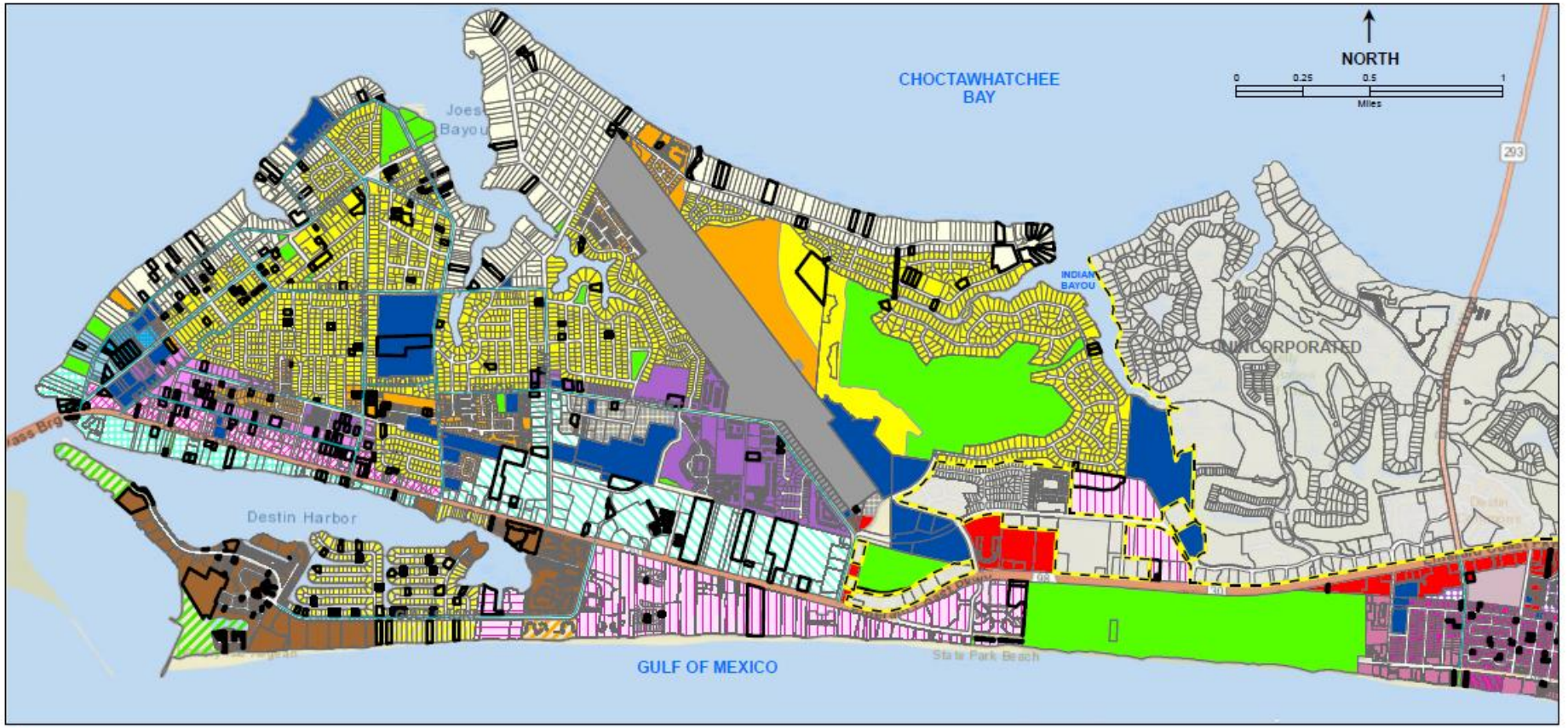
Uses with Maximum Fees

Proposed Land Uses	ITE 11th	Maximum Fee	Discount %	Discount $	Adjusted Fee
Automobile Sales (New) (840)	1000 sq. ft.	$42,409	0%	$0	$42,409
Convenience Store (851)	1000 sq. ft.	$179,984	0%	$0	$179,984
Golf Course (430)	Acres	$5,697	0%	$0	$5,697
Marina (420)	Berths	$3,671	0%	$0	$3,671
Convenience Store/Gas Station (945)	Fueling Positions	$62,598	0%	$0	$62,598
Shopping Center >150k (820)	1000 sq. ft.	$28,753	0%	$0	$28,753
Shopping Plaza 40-150k (821)	1000 sq. ft.	$41,141	0%	$0	$41,141
Shopping Plaza 40-150k - w/Supermarket (821)	1000 sq. ft.	$57,575	0%	$0	$57,575
Strip Retail Plaza <40k (822)	1000 sq. ft.	$33,178	0%	$0	$33,178
Supermarket (850)	1000 sq. ft.	$34,307	0%	$0	$34,307
General Light Industrial (110)	1000 sq. ft.	$7,419	0%	$0	$7,419
Warehousing (150)	1000 sq. ft.	$2,254	0%	$0	$2,254



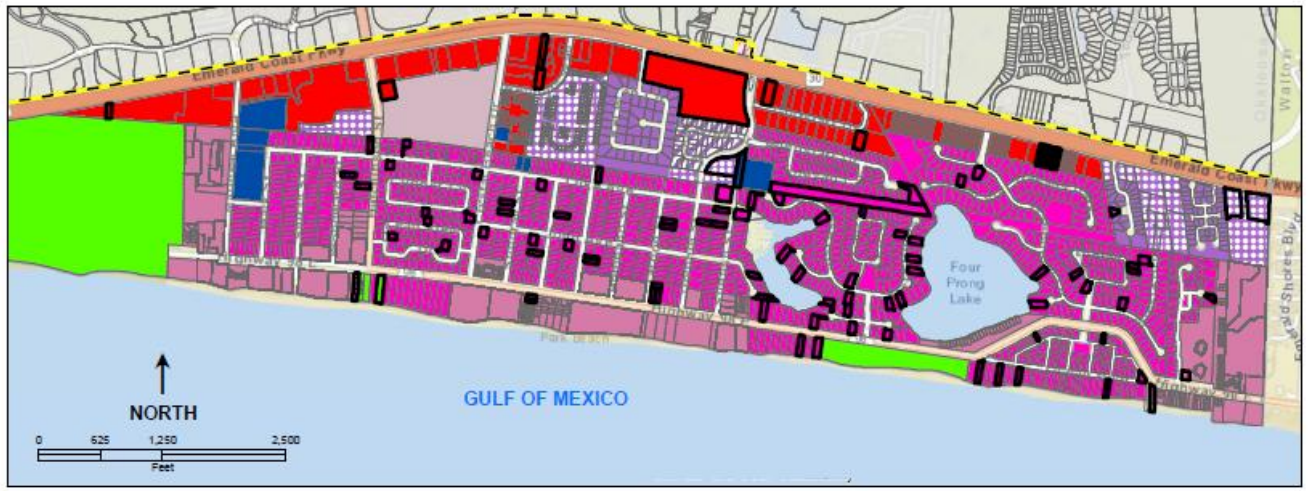
Fee Calculations

Vacant Properties with Zoning



West Destin

East Destin



LEGEND

- City Limit Line
- Vacant Properties
- Parcels

	ACRES
Vacant Residential	144.776
Vacant Commercial	113.976
Vacant Townhouse	3.134
Vacant Industrial	0.641
Vacant Institutional	9.48
	272.007

ZONING

A	IN
BE	INST
BRMU	LDR-H
CBN	LDR-HI
CBR	LDR-V
CG	MDR-HI
CL	MDR-V
CMU	NHMU
CMUV	REC
CON	ROI-CBR
CTS	ROI-TD
GRMU	ROI-VR
HDR	SHMU
HIMU	TCMU

Source: City of Destin Community Development Department

329 Harbor Blvd – Restaurant Conversion

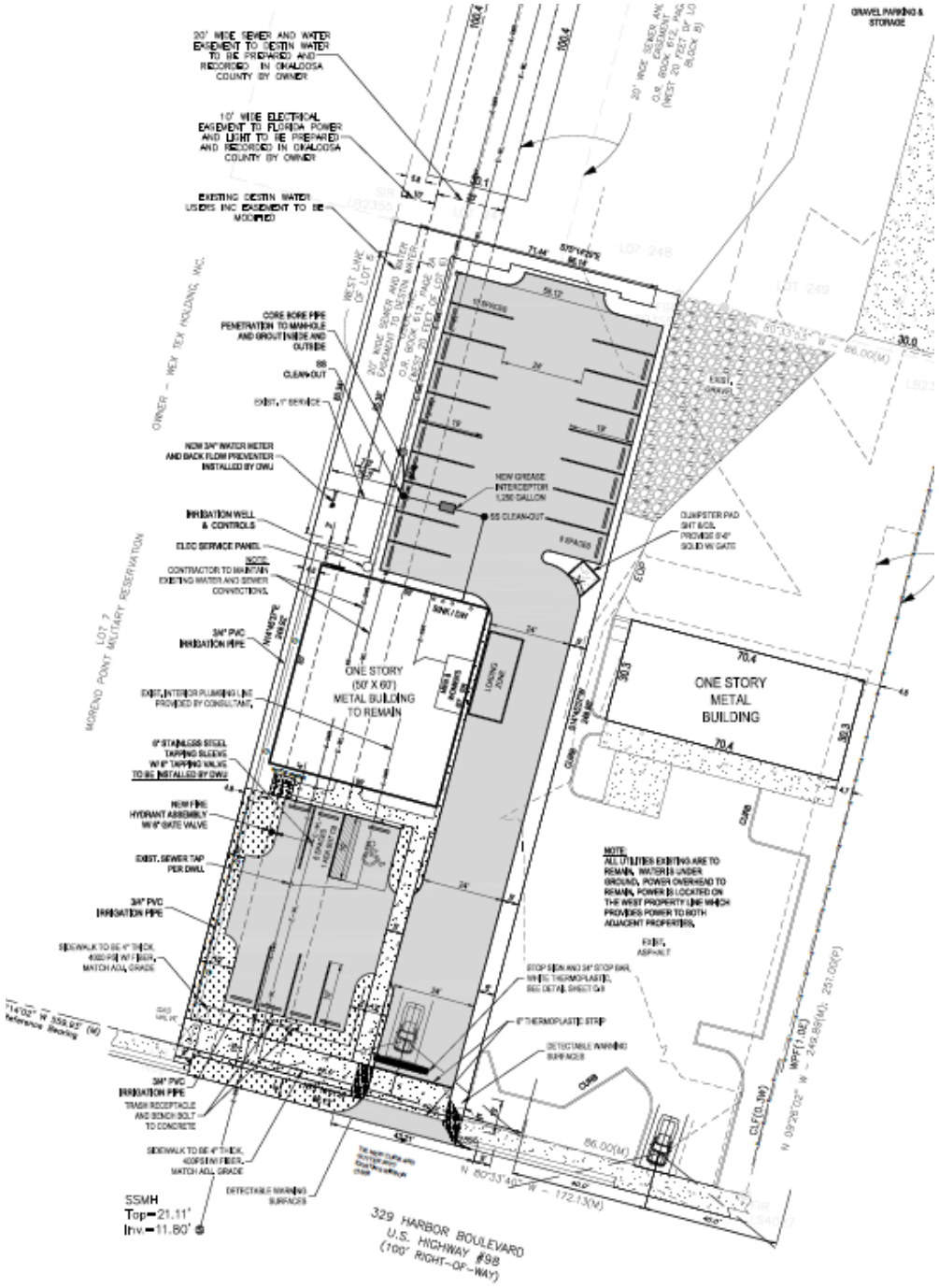
Retail (3,600 sf) to Restaurant (3,000 sf) change of use

Existing:

- Transportation impact fee amount: $9,732
- Credit from previous building use: $6,307
- Total transportation impact fee: $3,425

Proposed Mobility Fee:

- Discounted Mobility Fee: $139,620
- Mobility Fee Credit: $103,511
- Total Mobility Fee Owed: $36,109



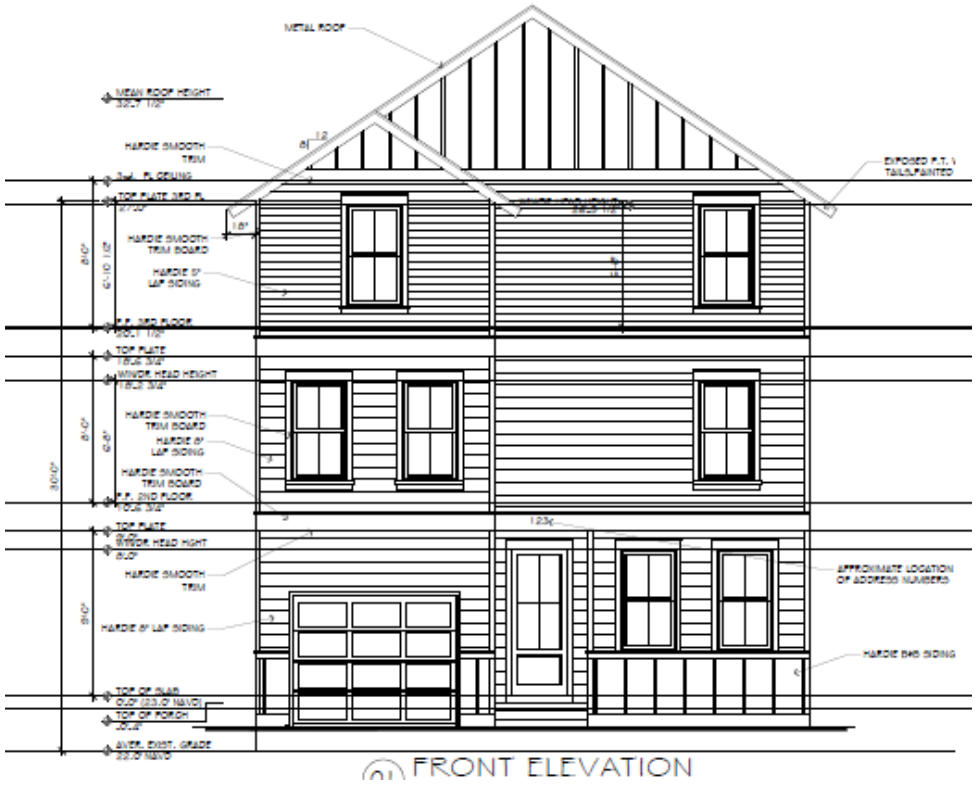
Long-Term Single-Family Dwelling

4,706 sf single-family dwelling

- Current Transportation Impact Fee Collected: $1,896

With mobility fee discounts and maximum fees applied:

- Mobility Fee Collected for long-term SFD: $10,789
- If expanded by 1,000 sq. ft.: No additional fee
- If converted to short-term rental: $42,563



FRONT ELEVATION

ITEM # 2025-251

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Troy Williams, Code Compliance Director
Steve O'Connor, Deputy Community Development Director
Krystal Strickland, Finance Director

DATE: February 12, 2025

SUBJECT: Second reading of Ordinance 24-23-CC - Requiring short-term rental registrations at multi-family units, including condominium units, within the City of Destin; providing for authority; providing for findings of fact; distinguishing between short-term rental registrations for single-family homes and short-term rental registrations for multi-family units; renaming Article VI of Chapter 13 "Registration of short-term rentals (single family) but making no other amendments to the regulations for short-term rentals for single-family homes; creating Article VI(a) of Chapter 13, "Registration of short-term rentals (multi-family); requiring an application for such registration and authorizing registration fees for short-term rentals at multi-family units; requiring a local responsible party for short-term rentals at multi-family units.

I. BACKGROUND: The City Council has discussed the registration of condominium short term rentals within the City on multiple occasions, and currently only requires registration for single-family homes. At the August 19, 2024 Council meeting, discussion continued regarding registration requirements for short-term rental properties in the City, focusing on condominiums. Discussions examined how to integrate condominiums into the City's existing short-term rental registration program, including discussing potential fee structures, and ultimately the Council voted to proceed. Additionally, Council voted to direct staff to return with proposals for software that could be used to oversee the short-term rental program.

The first step in the registration process to implement short-term rental fees on condominiums is to establish the registration process via ordinance, and the 2nd step is to amend the fee resolution to impose the actual fee. Ordinance 24-23-CC was approved on first reading and is now before you on second/final adoption reading tonight to establish the registration requirement. Amendment of the City's fee resolution would occur if this ordinance is adopted

on second reading. A Request for Proposals package for software that could be used to oversee the short-term rental program will be brought to Council on April 7, 2025.

II. DISCUSSION: The City of Destin, through the Code Compliance Division, oversees the single-family residential short- and long-term rental registrations. The City of Destin does not currently oversee any multifamily units that engage in short-term rentals and these units bring a considerable number of visitors to the City each year who use and benefit from City services and infrastructure.

The population in the City of Destin is approximately 14,594 full-time residents. However, on any given day during the peak tourist/summer season there could be upwards of 80,000 additional people in the City. The Code Compliance Division currently registers and monitors approximately 1,200 single and multifamily residential units that have been registered as short- or long-term rentals. All the currently registered multifamily units are long-term rentals.

To date, GIS records indicate that there are 101 residential condominium complexes in the City and the total number of condominium parcels is 7,017 out of a total of 15,892 parcels. The latest information we've received from the TDC is that 4,741 of the condominiums in the City are collecting the County Bed Tax.

Our current Short- and Long-Term Registration fee structure is as follows:
Up to 2,499 square feet pay a $500 registration fee,
2,500-4,999 square feet pay a $600 registration fee, and
5,000+ square feet pay a $700 registration fee.

Data supplied by Avenu Insights and Analytics, which monitors active and intermittently listed rentals, shows that in Destin on September 21, 2023, there were 13,246 listings for both long and short-term rentals. However, some of these could be duplicates (possibly 61% accuracy, which equals approximately 8,100 rentals). These numbers include both single and multifamily home rentals.

The factors contributing to the decision to register the short-term multifamily and commercial lodging unit rentals include:

- Equity;
- Impact of the short-term rentals on city services,
- Impact fees that are no longer able to be collected (due to impact fee credits on redeveloped land); and
- Forecasted General Fund revenues for the next 5 years.

The labor cost of administering the current rental registration program involves a full-time Code Compliance Officer with assistance from time to time from other Code Compliance Officers and the Division's Administrative Assistant.

As noted above, this item is the proposed Ordinance for First Reading, requiring multifamily units (condominiums) to register as short-term rentals. If approved at the First Reading, Staff will bring back a Fee Resolution incorporating the fees approved by the Council at the August 19, 2024 meeting, for consideration at the Second Reading.

Regarding the Council request to bring back registration administration options, if the Ordinance is approved on Second Reading, Staff will request Council approval to proceed with the procurement of a vendor to provide this service at that time. To illustrate what the approximate cost might be, Staff believes there are at least 4,700 condominiums being used as short-term rentals, based upon the bed tax collections. A quote from the registration program management company Carasoft for these services is $48.91 per year, per managed unit. Therefore, 4,700 condo rentals at $48.91, per unit would be approximately $229,877 to have an outside entity administer the program. If the City also had the outside entity managing the current 1,200 single-family and multifamily short-and long-term rentals in addition to the estimated 4,700 rental condominiums, it would come out to 5,900 rental parcels at $48.91 per unit and approximately $288,569.

Multiplying the estimated 4,700 condominium short-term rentals with the minimum $500 rental registration fee equates to $2,350,000 in registration fee collections. Subtracting the $229,877 management fees equates to $2,120,123 in net revenue for the City of Destin. If there are an additional 2,200 rental parcels, as Avenu Insights and Analytics believes there are, they could potentially generate another $1,100,000 in revenue, minus the $107,602 management fees.

A. Link to Strategic Goals / Objectives: I. Financially sound city providing service excellence
I. 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): Taking the approximately 4,700 condominiums that are currently paying the County Bed Tax and applying the current minimum short-term rental registration fee of $500, equates to $2,350,000 in additional rental registration gross revenue, which would help significantly with the public safety needs of Destin to cover the contracts with the Sheriff's Department for law enforcement and with the Destin Fire Control District for lifeguards (FY 2025 estimate: $3,263,695).

In order for the City Code Compliance Division to oversee the additional properties this would add to the registration program, we would need to shift staff from their normal patrol/compliance duties into primarily administrative roles, which would impact the proactive enforcement level of service the Division is able to provide. To maintain and enhance the current level of service, it is recommended that an outside entity oversee the registration process for the short-term rental multifamily units as well as assume responsibility for overseeing the single and multifamily short-term and long-term rental registrations the Code Compliance Division currently oversees.

C. Level of Service (LOS): The proposed ordinance allows for greater assurance of oversight, provides funding for administration of the program and enforcement, creates an equitable approach to ensuring all short-term rentals follow equitable protocols, and assists with public safety needs and infrastructure sustainability.

D. Legislative Sponsor: Councilmember Torey Geile

E. Business Impact Statement:

Business Impact Estimate

Proposed ordinance's title/reference:
ORDINANCE 24-23-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA REQUIRING SHORT-TERM RENTAL REGISTRATIONS AT MULTI-FAMILY UNITS, INCLUDING CONDOMINIUM UNITS, WITHIN THE CITY OF DESTIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR SINGLE-FAMILY HOMES AND SHORT-TERM RENTAL REGISTRATIONS FOR MULTI-FAMILY UNITS; RENAMING ARTICLE VI OF CHAPTER 13 "REGISTRATION OF SHORT-TERM RENTALS (SINGLE FAMILY) BUT MAKING NO OTHER AMENDMENTS TO THE REGULATIONS FOR SHORT-TERM RENTALS FOR SINGLE-FAMILY HOMES; CREATING ARTICLE VI(A) OF CHAPTER 13, "REGISTRATION OF SHORT-TERM RENTALS (MULTI-FAMILY); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance: Create separate regulations to address the impacts created by single family and multi-family short-term rentals. The City Council previously adopted a fee associated with the registration of short-term rentals in single-family homes, and desires to authorize a fee or fees for registration of all short-term rentals, which fee(s) shall be set forth in the City's fee resolution and separately approved by the City Council. Because many of the impacts to the adjacent properties and surrounding community are different in the cases of single-family short-term rentals and multi-family (condominium) units, the registrations are dealt with separately in the Code.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: Condominiums will pay an annual registration

fee as will be set forth in fee resolution if ordinance is passed.

3. Estimate of direct compliance costs that businesses may reasonably incur: The cost of the fee and administrative costs in filling out application.

4. Any new charge or fee imposed by the proposed ordinance: Although the ordinance does NOT impose a fee, a separate fee resolution will impose a fee if the ordinance is passed.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
-Estimated regulatory costs range from approximately $240,000 (with a minimum $50 unit oversight/management charge) to $480,000 (with a $100 registration fee. It should be noted that this number can and will be dependent on what different entities charge to manage this program).
-Estimated revenue costs range from $2,400,000 (minimum all units fall under the minimum registration fee) to $3,360,000 (maximum all units fall under the maximum registration fee).

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
101 Separate condominium complexes, involving approximately 4800 units

7. Additional information, if any. Fee resolution to be brought forth at second reading of Ordinance with updated fee info.

III. CONCLUSION: Staff recommends adoption of Ordinance 24-23-CC on second reading.

IV. RECOMMENDED MOTION: I move that the City Council adopt Ordinance 24-23-CC.

Attachments:

1. City Council Minutes 08-12-2024 Special Session
2. City Council Minutes 08-19-2024
3. 2024 0709 Destin parcels residential units
4. 2024-23-CC STR

ITEM # 2025-251

Registration update
Ordinance

MINUTES
SPECIAL MEETING
DESTIN CITY COUNCIL
AUGUST 12, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM

The Council of the City of Destin met in special session with the following members and staff present:

Destin City Council

Mayor Bobby Wagner
Councilmember Torey Geile
Councilmember Kevin Schmidt
Councilmember Johnny King
Councilmember Jim Bagby
Councilmember John Stephens
Councilmember Dewey Destin
Councilmember Terésa Hebert

City of Destin Staff

Acting City Manager Krystal Strickland
Projects/Grants/Contract Manager Jeffrey Cozadd
Library Director Wen Livingston
Community Development Director Tina Deater
Parks & Recreation Director Lisa Firth
City Attorney Kimberly Kopp
City Clerk Rey Bailey
City Engineer Ryan Scott
HR Director Jaime Haynes
IT Director Andy Peters
Code Compliance Officer Allan Smith
Public Work Director Michael Burgess

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 5:15 PM, followed by the recitation of the Pledge of Allegiance.

A. Interim City Manager Contract.

On August 5th council meeting, the council directed the City Attorney and HR Director to negotiate an Interim City Manager contract with Mr. Larry Jones. Acting City Manager Krystal Strickland presented the proposed contract to the council.

Councilmember Bagby moved to amend paragraph 5M of the proposed contract as follows:

- **Add a statement that, "*The Interim City Manager shall adhere to the ethical standards set forth by the ICMA, FCCMA, and FLC.*"**
- **Remove the remaining language beginning on line 4 of paragraph 5M, which is a reference to the former Community Development Director's contract as Interim City Manager.**

Councilmember Hebert provided a second to the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Motion by Councilmember Bagby, seconded by Councilmember Destin, to approve the Interim City Manager contract, as amended, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

B. 2024 Debt Issuance RFQ Underwriters and Bank Loan

On June 3, 2024, staff brought forth a debt issuance update to the council confirming amount to borrow and proposing a timeline, process, and choice of an SEC licensed broker (underwriter). The Council adopted the following motions:

1. To approve the issuance of $25 million to underground overhead utilities from the Marler Bridge to Airport Road to complete construction of the Destin Cross Town Connector, and for the purchase of One Harbor Blvd property.
2. Direct staff to undertake a competitive solicitation for either a bank loan or an underwriter.
3. Direct 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 August 5, 2024, regular council meeting, a motion was made to bring back revised ITN to clearly request a 10-yer amortization of principal and a 15-year amortization with a 10-year balloon.

The Finance Director presented the revised Request for Qualifications (RFQ) to be routed to Underwriters, and 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. She recommends the release of the RFQ and the ITN on August 15th.

Councilmember Bagby moved to release the RFQ and the ITN, as proposed on August 12, 2024, not earlier than August 15, 2024. Seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilmember Destin requests a summary of all estimated charges to be provided to the council earlier than the date the council will need to make a decision on this matter.

C. FY 2023 Budget Vs Actuals Parks and Rec CIP and RR – <u>Informational Only</u>.

At the August 5, 2024, regular council meeting, Councilmember Bagby requested staff provide a detailed plan for the allocation of funds that were identified in the 2024 budget, that were rolled over into 2024 budget, and that remained unspent for the Parks and Recreation Department.

The Finance Director explained that in 2023, the Parks and Recreation Department had a total budget of $8.4 million. However, the city expended or encumbered a total of $15.2 million, which left $13.2 million unutilized. A significant portion of this unspent amount was associated with a planned beach acquisition, particularly the purchase of the White House at Crystal Shores, which did not go through as expected. Focusing on the renewal and replacement portion of the

budget, the allocated amount was $58,000. However, the city ended up spending $189,000, which resulted in a balance of $309,000 being carried over to the following year.

D. FY 2024 Parks and Recreation Budget vs Actuals

The Finance Director explained that the Parks and Recreation budget for FY 2024 was revisited after a request made during the August 5th meeting. Staff were asked to return with a clear motion regarding the unspent remaining funds in the budget. The Parks and Recreation Department faced a decision between two projects but prioritized the renovation of the playground at Morgan Sports Center due to the availability of grant funds, which are set to expire on October 31, 2024. Staff suggested reallocating funds from the artificial infields, field netting, and window replacement projects to initiate the playground project.

Councilmember Hebert moved to perform an internal budget transfer in the amount of $617,990 into RR572 to start renovating the playground at Morgan Sports Center. The funds shall be taken from artificial infields, field netting, and community center window projects. Motion was seconded by Councilmember Stephens.

Councilmember Destin expressed concern about reallocating funds away from the community center window repairs, highlighting the risk of deferring essential maintenance.

City staff clarified that the critical repairs to the community center windows, including stucco and roofing, are budgeted for 2025. The $200,000 allocated for window repairs in 2024 was intended for preliminary work, which would now be reallocated if the motion passed.

Councilmember Bagby sought clarification on the funds' reallocation timeline and future budget implications. Staff explained that the $200,000 for windows in 2024 would be used for the playground, with 2025 funding covering the remaining window repairs.

Concerns were raised about the adequacy of project estimates and the need for more precise bidding processes. Council members emphasized the importance of securing competitive bids, particularly for substantial projects like the playground renovation.

Councilmember Destin questioned the inclusion of a contract approval within the budget transfer motion, noting that such motions should be single subject per Robert's Rules of Order. He suggested separating the motion into two parts: one for the budget transfer and one for the contract approval.

Councilmember Hebert offered an amended motion to perform an internal budget transfer in the amount of $617,990 into RR572 to start renovating the playground at Morgan Sports Center, seconded by Councilmember Stephens.

Concerns were raised about unallocated funds ($111,000) in the Parks and Recreation budget. Staff explained that any unspent funds would remain in the renewal and replacement fund, available for future use.

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

Councilmember Schmidt made a motion to put out a bid request for the playground renovation at the Morgan Sports Center; seconded by Councilmember Hebert.

Councilman Bagby inquired if the contract for the playground equipment was similar to state contracts used for purchasing vehicles, which offer bulk pricing through state-negotiated contracts. It was confirmed that this was a correct assumption, with the contract being handled at a national level by an entity called Omnia, a private procurement business.

Councilman Bagby expressed concerns that going out for bids might delay the project by six months, potentially leaving the sports center without a playground for the next summer. He acknowledged that while typically he would support going out for bids, he believed this contract likely provided the best price and did not want to delay the project unnecessarily. He requested additional information on other local uses of the Omnia contract to validate its pricing.

Councilmember Hebert emphasized the importance of acting swiftly due to an approaching grant submission deadline in October. Missing this deadline could result in losing a grant that could discount the playground project by up to one-third.

The council's debate highlighted a balance between ensuring the best use of taxpayer funds and the urgency of completing the playground project to avoid delays that could affect the community's use of the sports center. The council also discussed the possibility of bringing back a refreshed quote and more specific details about the grant at the next meeting.

Motion <u>failed</u> 3-4 (Council members Schmidt, King, and Geile voted "yes"; Council members Hebert, Bagby, Destin, and Stephens voted "no").

Motion by Councilmember Bagby, seconded by Councilmember Stephens, to approve the contract as written passed 6-1 (Council members King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember Schmidt voted "no").

Councilmember Bagby requests staff provide the information to the council by the next council meeting as to which other jurisdictions in Northwest Florida, besides Okaloosa County TDC, that have used the OMNIA contract vehicle.

E. Fiscal Year 2025 Budget

The Finance Director gave the following presentation:

Changes since 7/15/24 Workshop#2

- **OPS + CIP REDUCTION $342K**
- **Operations (reduced $62k)**
  - **Reduce Personnel budget $400k** ($200k Sal+FICA for 3.83FTEs and $200k Benefits –Health insurance 11% to 8.3%, and no "special pay")
  - **Add $140k** for **Annexation** (opinion survey, metes & bounds, exclude $10k for special election)
  - **Increase Lifeguard $82k** from $200k to $282k

- ❖ **Add $37k** Software right-to-use (Aclarian SBITA)
- ❖ **Add $67k** Software/Workstations/Peripherals TECH FUND
- ❖ Add $10k Rentals (rent towable boom)

➢ **Capital Projects (reduced $280k)**

- ❖ **Removed** CD510 Community Development request to redesign City Hall Annex to add office space for Planning/Building/Engineering (-$150k)
- ❖ **Removed** PREQP Parks and Recreation request for Towable Boom (- $40k Boom; +$10k rent)
- ❖ **Removed** PRVEH Parks and Recreation request to purchase two new vehicles (- $80k)
- ❖ **Reduced RC216** Clement Taylor Park Renovations to $1.7m (-$260k)
- ❖ **Moved from FY24 to FY25** RC128 MSC Bathrooms/Fieldhouse for potential grant (+$250k)
- ❖ **Added** RC125 Buck Destin Bathroom sitework to be completed in FY25 (+75k). Architectural, engineering design and permitting by end of FY24.

FY 25 Proposed Budget = $65.3m

FY 2025 Uses by Category	Operating	Capital	FY 2025 PROPOSED Budget	% of Total
General Government	$ 10,873,824	$ -	$ 10,873,824	17%
Public Safety	5,938,834	164,000	6,102,834	9%
Physical Environment	461,852	14,844,975	15,306,828	23%
Transportation	2,592,035	14,036,842	16,628,877	25%
Economic Development	230,699	-	230,699	0%
Health & Human Service:	75,355	-	75,355	0%
Culture & Recreation	5,495,674	10,552,083	16,047,757	25%
Total Uses	$ 25,668,273	$ 39,597,900	$ 65,266,173	

Operational Highlights

OpsChange +3.9%

All Funds Expenditures by Type	2024 Budget	2025 Budget	Change (FY25-FY24)	Percent change FY25 vs FY24
Personnel	$ 10,447,643	$ 11,383,567	$ 935,924	8%
Contract Services	5,148,114	4,932,301	(215,813)	-4%
Operations	3,680,012	3,727,296	47,283	1%
Debt Service	3,806,588	5,625,109	1,818,522	32%
Capital Outlays	51,822,459	39,597,901	(12,224,558)	-31%
Total Expenditures	**$ 74,904,815**	**$ 65,266,174**	**$ (9,638,641)**	-15%

Operational Highlights

- **Personnel Update**
- **Bring Median Maintenance In-House**
- **Public Safety**
  - **Sheriff**
  - **Lifeguards**
  - **Code Compliance**

Personnel Highlights

130.83 FTEs (7/15/24 134.83)

	FY 2025
BASE SALARIES	$ 7,597,191
COLA	225,035
MERIT	303,077
FICA	125,783
RETIREMENT	883,315
INSURANCE	1,950,961
WORKERS COMP	163,239
OTHER (OT, RELO, UNEM	134,966
	$ 11,383,567

	FY 2025 FTEs
Gen Gov	32.85
Public Safety	22.00
Stormwater	3.00
Transportation	19.00
Culture & Rec	53.98
	130.83

Reduced from $11.7m 7/15/24

Personnel Highlights

PERSONNEL is 17% of the Total Proposed FY 2025 Budget

2.37% Cost of Living (Mar CPI) $225,035
4.0% Merit $303,077
5.0 FTE New Positions* $418,500

***fully loaded (fica, benefits, workers comp)**
freeze (do not hire in FY25): 3 vacant, 2 proposed

PRIMARY DEPARTMENT	EMP ID2	Recommended Title	Pay Plan Grade	# HRS per WEEK	FTE	7/15/24 est Fully Loaded
0151212 CITY MGR	W8 FREEZE	Content Creator - FREEZE	103	15	0.375	$ 36,840
0151932 IT	W6 FREEZE	Systems Administrator Speciali	107	40	1	$ 83,934
0151320 FINANCE	V16 FREEZE	Accounting Clerk - FREEZE	104	40	1	$ 72,037
0152442 CODE ENFORCEMENT	909 FREEZE	Code Compliance Pt-FREEZE	105	29	0.725	$ 36,938
0152442 CODE ENFORCEMENT	V28 FREEZE	Code Compliance Pt-FREEZE	105	29	0.725	$ 45,677
					3.83	$ 275,426

Personnel Highlights

5 FTE New Positions* **$ 418,500**
***fully loaded (fica, benefits, workers comp, reduced from $538,400 7/15/24)**

PRIMARY DEPARTMENT	EMP ID2	Recommended Title	Pay Plan Grade	# HRS per WEEK
0151531 COM DEV	W7	Planning Manager	112	40
0152442 CODE ENFORCEMENT	~~W1~~	~~Code Compliance Officer I~~	~~105~~	~~40~~
0154160 PUBLIC WORKS	W2	Lead Maintenance Technician	105	40
0154160 PUBLIC WORKS	W3	Maintenance Technician	103	40
0154160 PUBLIC WORKS	W4	Maintenance Technician	103	40
0154160 PUBLIC WORKS	W5	Maintenance Technician	103	40

Operational Highlights

Bring Median Maintenance In-House

	FY 2024 BUDGET	FY 2025 PROPOSED BUDGET (CITY MGR LEVEL)	FY 2026	FY2027	FY2028
PERSONNEL	$ -	$ 298,302	$ 309,020	$ 320,150	$ 331,690
CONTRACTS	336,176	-	-	-	-
OPERATIONS	-	15,750	16,230	16,720	17,220
CAPITAL EQUIPMENT	-	114,000	-	-	-
	$ 336,176	**$ 428,052**	**$ 325,250**	**$ 336,870**	**$ 348,910**

4 FTEs+ $114k in Equipment (Mowers, Truck, Trailer)
7/11/24 (only 1 bid received: $462,603)

Operational Highlights

Public Safety

- **Sheriff Contract increase $195k (6.8%) 21fte**
- **Lifeguard Contract increase $182k (282%; 2007)**
- **Code Compliance increase $85k (7%)**
  reduced from 15.5 fte to 14 fte

Department Recap	2023 Actual	2024 Budget	2024 Projection	2025 Budget	Change (FY25-FY24)
General Public Safety	$ 2,701,333	$ 3,004,053	$ 2,995,759	$ 3,398,314	$ 394,261
Code Compliance	634,911	1,213,204	1,075,319	1,298,381	85,178
Emergency Management	31,995	43,703	41,384	42,767	(936)
Total Public Safety Expenditures	**$ 3,368,239**	**$ 4,260,960**	**$ 4,112,462**	**$ 4,739,462**	**$ 478,503**

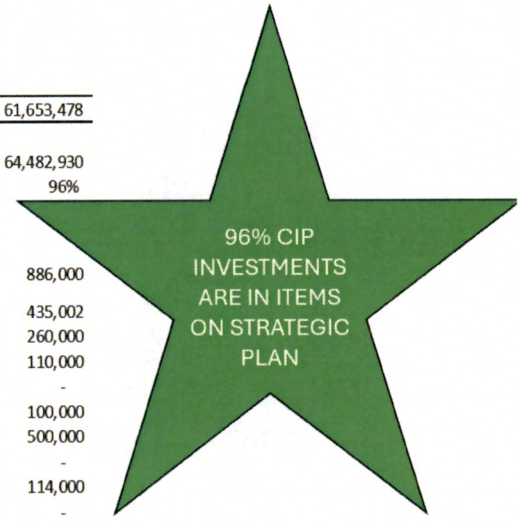
5-Year CIP

Council Objectives

	TOTAL for items on the Strategic Plan	$ 61,653,478
	Total 5-year Capital Plan	$ 64,482,930
		96%

NOT ON COUNCIL OBJECTIVE LIST:

5.1	Upgrades to Morgan Sport Center (Bathrooms; Storage; Shade; Batting Cage; Artificial infields)	886,000
5.2	Dredge Harbor Channel	435,002
5.3	Upgrade/Remodel and expand Library	260,000
5.4	Code Enforcement New Equipment	110,000
5.5	Building Inspector New Equipment	-
5.6	Hurricane Response (first 30 days; Debris Removal)	100,000
5.7	Public Works Safety Committee - Intersection and Crossing	500,000
5.8	Wayfinding (digital and street signage)	-
xxx	Median Maintenance Equipment (start-up year)	114,000
xxx	City Hall Annex Renovations (office space for needed staff)	-
xxx	Other small projects	424,450
	TOTAL for additional projects not on Plan	$ 2,829,452



5-Year CIP

	08/06/24 Encumbr	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY25-FY29 Total
Citizen/Council Directed	1,301,601	29,189,924	2,895,000	-	-	-	32,084,924
Renewal & Replacement	537,251	6,837,125	3,626,819	5,944,201	5,466,571	4,594,835	26,469,551
Growth Necessitated & Cor	257,449	260,001	-	20,000	-	-	280,001
Other Capital Projects	1,220,595	3,310,851	1,771,801	169,801	171,901	224,100	5,648,454
Total Projects	**3,316,896**	**39,597,901**	**8,293,620**	**6,134,002**	**5,638,472**	**4,818,935**	**64,482,930**

	Citizen/Council Directed	FY 2025
CM001	Crystal Shores Beach Park Development	$ 2,532,328
CM002	Tarpon Beach Park Development	2,335,522
UNDER	Undergrounding	12,609,972
EN615	Cross-Town Connector	10,077,100
DREDG	Dredge Harbor	435,002
SW56	Mattie Kelly Naturewalk Outfall	1,200,000

Renewal & Replacement	FY 2025
Streets	$ 3,745,741
Community Center Windows/Roof	717,500
MSC Playground	717,990
MSC Athletic Field Lights	1,323,000
MSC Parking Lot Lights	64,050
MSC Field Equip Shed	50,000
Library Sign	25,000
Other (Equip, Veh)	193,844
	$ 6,837,125

Capital Improvement Program Highlights

- **Crosstown Connector $10.1m**
- **Undergrounding $12.6m (encumber delay)**
- **Tarpon & Crystal Shores Parks $4.8m**
- **Mattie Kelly Outfall at Joe's Bayou $1.2m**
- **Clement Taylor park $1.7m**
- **New Vehicles & Equipment $186k**

- **Morgan's Sport Center**
  - ✓ **Lighting (Safety - $1.38m)**
  - ✓ **Playground ($718k)** (FY24 OR FY25?)
- **Community Center**
  - ✓ **Leaky Windows & Roof ($717k)**
- **Roads & Sidewalks ($3.6m as per RR Resolution)**

New Vehicles and Equipment

Department	Proj#	Description	Estimated Cost	Comments
Community Center	CCVEH	Ford Transit Van 150, low-rise	$ 40,000	
Code Compliance	CEVEH	Ford Bronco Sport AWD	32,000	additional officers
Public Works	PWMM	John Deere Z920M Ztrak 48"	20,000	for new in-house median maintenance crew
Public Works	PWMM	John Deere Z920M Ztrak 48"	20,000	for new in-house median maintenance crew
Public Works	PWMM	John Deere Z920M Ztrak 60"	24,000	for new in-house median maintenance crew
Public Works	PWMM	Ford F150 4x4, single cab short	40,000	for new in-house median maintenance crew
Public Works	PWMM	Trailer for equipment	10,000	for new in-house median maintenance crew
			$ 186,000	

Replacement Vehicles and Equipment

Department	Proj#	Description	Estimated Cost	Comments
Code Compliance	RR052	Ford Bronco Sport (compact)	$ 32,000	Replace 2012-67 2012 Ford Fusion
Parks	RR572	John Deere Tractor	70,000	Replace REC 00-05 2000 John Deere 4500 Tractor
Morgan Sport Center	RR572	Athletic Field Mower	24,000	Replace REC 19-M2D 2019 John Deere PRO 72
Parks	RR572	Mower Zturn	24,000	Replace REC 06-M3 2006 ToroZ560 Mower
Parks	RR572	Mower Zturn	20,000	Replace REC 12-M1 2012 John Deere Z920A Z-Turn Mower
Parks	RR572	Mower Zturn	20,000	Replace REC 19-M1 2019 John Deere Ztrack Mower Z920M
			$ 190,000	

State Shared Revenues and our peers

	FL EDR Population	Municipal Revenue Sharing (State sales tax and municipal fuel tax)	Half-Cent Sales Tax (State Sales Tax)	Local Discretionary Sales Tax (Oka Half-Penny)	Communication Sales Tax (CST)	TOTAL
Destin	14,594	$ 589,616	$ 1,869,862	$ 1,637,705	$ 994,280	**$5,091,463**
Fort Walton Beach	21,120	$ 1,157,723	$ 2,706,008	$ 2,370,038	$ 1,246,378	**$7,480,147**
Crestview	27,939	$ 1,665,506	$ 3,579,695	$ 3,135,251	$ 1,037,660	**$9,418,112**

Annexing in all properties to the Walton County line would add approximately 3,215 registered voters, increasing our population by 22%

Ad Valorem

	FY 2024 Budgeted	FY 2025 Projected	Amount of Increase	% Change
GF Ad Valorem @ 1.6150	$ 11,073,048	$ 12,158,495	$ 1,085,447	9.8%
Town Center CRA (city)	616,955	678,487	61,532	10.0%
Harbor CRA (city)	494,030	557,572	63,542	12.9%
Subtotal	$ 12,184,033	$ 13,394,554	$ 1,210,521	

Rollback Rate	1.4969
Current Year proposed as percent change of rolled-back rate	7.89%

Ad Valorem at Different Millage Rates

Ad Valorem Taxes Payable per Household
Two scenarios to demonstrate the difference 1/10th of a mill creates

Property Taxable Value	1.6150	1.7150	Variance
$100,000	$161.50	$171.50	$10.00
$360,754	$582.62	$618.69	$36.08
$400,000	$646.00	$686.00	$40.00
$600,000	$969.00	$1,029.00	$60.00

City of Destin median ***taxable*** property value on all properites = **$360,754**

Funding to the City at the two Different Millage Rates

	1.6150	1.7150	
Taxable Value x Millage x 95% = total ad valorem collections			
$8,730,359,583 =	$13,394,554 or	$14,223,938	var= $829,384

Recommended Cost Recovery Areas

- **STR Registration for Condos (4200+)**
- **Building Fund: Building Permit Fees**
- **Community Development: Developer and Impact Fees**
- **NPEB ("Net Positive Environmental Benefit" for Harbor Water Quality i.e. Testing, Pump Ops & Maint): Consider annual Op Fee**

STR Registration for Condos (4200+)

- **Visitors use our parks and roadways and add significantly to cost of public safety (add'l $3.2m/year)**
- **A $100 registration fee/year would raise $420,000**

Recreation: User Fees

- **Update 2014 Recreation Cost Recovery Policy**

STR Registration for Condos (4200+)

- **Visitors use our parks and roadways and add significantly to cost of public safety (add'l $3.2m/year)**
- **A $100 registration fee/year would raise $420,000**

Recreation: User Fees

- **Update 2014 Recreation Cost Recovery Policy**

DISCUSSIONS:

Councilman Guile expressed concerns regarding the ongoing support and system upgrades from the IT vendor, Tyler Technologies, and the impact on city systems. He suggested reconsidering the elimination of the IT position, predicting significant challenges during the transition to new software.

Councilman Stevens shared his experience with IT transitions and supported retaining the position.

Councilwoman Destin inquired about the possibility of using contract help to supplement IT needs.

The IT Director explained that while contract help was an option, most issues required on-site personnel. He outlined that the new hire would handle day-to-day IT tasks, allowing experienced staff to focus on the software implementation.

Councilmember Geile moved to reconsider the decision to cut the additional IT position and proposed to reinstate it was seconded by Councilmember Hebert and passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilman King expressed concerns about the adequacy of the Public Information Officer's (PIO) current resources, particularly for content creation. It was clarified that the PIO currently has a part-time content creator working 29 hours a week. The discussion focused on whether additional resources were necessary, and the possibility of hiring consultants for specific projects instead of additional part-time staff. Councilmember Hebert suggested that instead of hiring another content creator, allocating funds for professional services to hire consultants on an as-needed basis would be more effective. The PIO Director supported this approach, emphasizing the need for specialized content creators for specific tasks.

Councilmember Hebert moved to authorize the hiring of a consultant for various projects, as needed, for the Public Information Office; seconded by Councilmember Stephens.

Councilmember Bagby offered a substitute motion to add $20,000 to Contracting Services for the use of the Public Information Office for special projects; seconded by Councilmember Stephens. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilmember Stephens revisited a previous discussion about the feasibility of reducing code compliance enforcement at night, suggesting a shift to an on-call system.

Councilmember Stephens moved to eliminate the evening shift for the Code Compliance Department; seconded by Councilmember Hebert.

Other council members strongly opposed reducing nighttime enforcement, particularly due to the high volume of noise complaints in residential areas, which predominantly occur at night; and highlighting the potential negative impact on the city's reputation.

Motion <u>failed</u> 3-4 (Council members Hebert, Geile and Stephens voted "yes"; Council members Schmidt, King, Bagby, and Destin voted "no").

The discussion shifted to the proposed increase in funding for the lifeguard program to $282,000 for FY 2025. Councilmember Guile and Councilwoman Hebert requested a detailed breakdown of the budget, similar to the one provided by the Sheriff's Department. Councilmember Bagby expressed concerns about the fairness of the funding distribution among the city, fire district, and TDD, and questioned whether additional funding sources had been considered, such as contributions from larger condo complexes.

Councilmember Schmidt moved for approval of the $282,000 for the lifeguard services contract as proposed; seconded by Councilmember Stephens. Motion passed 5-2 (Council members Schmidt, King, Destin, Geile, and Stephens voted "yes"; Council members Bagby and Hebert voted "no").

Councilman Bagby raised concerns about the budget allocation for mowers, particularly questioning the necessity of purchasing seven new mowers. He proposed a

more coordinated approach between Parks and Recreation and Public Works to reduce the number of mowers purchased.

The Parks & Recreation Deputy Director explained the current workload and the necessity for durable commercial mowers. The Council discussed the possibility of reducing the number of mowers purchased and using existing resources more efficiently.

Councilmember Bagby moved to direct staff to present a joint Public Works and Parks & Recreation departments "mower plan" at the first budget hearing; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilmember Bagby proposed bringing median maintenance in-house, citing ongoing issues with external contractors.

Councilmember Bagby moved to bring the Median Maintenance Services in-house; seconded by Councilmember Hebert.

Councilmember Destin opposed the motion, arguing that adding more city employees would increase long-term costs.

Councilmember Hebert supported the motion, noting the difficulty in securing reliable external contractors.

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

Councilmember Bagby proposed implementing a $300 registration fee for short-term rental units in condominiums.

Councilmember Bagby moved to set a short-term rental registration condominium fee of $300 annually and direct staff to bring back a draft ordinance; seconded by Councilmember Guile.

Councilmember Schmidt raised concerns about the lack of public notice and suggested tabling the motion until the next meeting, where it could be properly discussed with public input.

Councilmember Schmidt moved to table this item to the August 19th council meeting; seconded by Councilmember Stephens. Motion passed 6-1 (Council members Schmidt, King, Hebert, Bagby, Destin, and Stephens voted "yes"; Councilmember Geile voted "no").

Councilman Bagby proposed revising the city's shift differential policy to provide additional compensation for code compliance officers working nights and weekends. The Human Resources Director explained the current policy, which provides a $1 per hour increase for work after 6:00 PM and on weekends.

Councilmember Bagby moved to revise the city's shift differential pay policy increasing the hourly pay for staff member working evenings and weekends to an amount not to exceed $3 more per hour; seconded by Councilmember Hebert. Motion passed 6-1 (Council members Schmidt, King, Hebert, Bagby, Geile, and Stephens voted "yes"; Councilmember Destin voted "no").

Councilman Bagby expressed concerns about the city's cost recovery for building permits, impact fees, and recreation fees. Council members discussed the importance of aligning fees with actual costs and the potential for adjusting current rates.

Councilmember Bagby moved to a direct staff to develop a proposed schedule of cost recovery percentages for each of the following:

- **Building Permits Fees**
- **Impact Fees**
- **Recreational Fees**
- **NPEB fees**

Motion was seconded by Councilmember Schmidt and passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilmember Bagby requests staff provide detailed breakdown of the $140,000 allocated for the Annexation Opinion Survey, as well as potential assessments related to metes and bounds legal descriptions. The Finance Director explained that a large portion of the cost was for the metes and bounds survey required by state statute.

Councilmember Destin noted that the city's original incorporation bill contained the metes and bounds description, which included all areas up to the county line and suggested that they may be able to use it.

Councilman Bagby proposed capping the budget for merit increases at $225,300, equivalent to a 2.97% increase, matching the cost-of-living adjustment (COLA).

Councilmember Bagby moved to limit the merit increase to 2.97% or $225,035.00, seconded by Councilmember Destin. Motion <u>failed</u> 3-4 (Council members Bagby, Destin, and Hebert voted "yes"; Council members Stephens, Geile, King, and Schmidt voted "no").

Councilmember Destin has expressed interest in exploring innovative merit program ideas that differ from traditional approaches. Specifically, he is looking for programs that offer monetary rewards to employees who propose effective strategies for saving money for the city.

Councilmember Destin made a motion to direct staff to report back on the total savings achieved from the 3% reduction in the operational budget. Seconded by Councilmember King. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilmember Schmidt moved to decrease the light budget line item by $200,000, decrease the community center upgrade line item by $200,000, and add $400,000 to Morgan's playing field upgrades and batting cage; seconded by Councilmember Stephens. Motion failed 2-5 (Council members Schmidt and Stephens voted "yes"; Council members Hebert, Bagby, Geile, Destin, and King voted "no").

Motion by Councilmember King, seconded by Councilmember Hebert, to take $200,000 from the light budget line item and put that money as well as the $111,000 unspent fund from the FY 2024 budget, towards the Morgan's field upgrades failed 3-4 (Council members Schmidt, King, and Stephens voted "yes"; Council members Hebert, Bagby, Geile, and Destin voted "no").

Having no further business at this time, the meeting was adjourned at 9:41 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 19, 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 John Stephens
Councilmember Kevin Schmidt
Councilmember Dewey Destin

Destin City Staff

Interim City Manager Larry Jones
IT Director Andy Peters
Library Circulation Desk Supervisor Kitty Kapps
Public Works Director Michael Burgess
Community Development Director Tina Deater
Projects/Grants/Contract Manager Jeffrey Cozadd
City Attorney Kimberly Kopp
City Clerk Rey Bailey
City Engineer Ryan Scott
Code Compliance Director Troy Williams
Finance Director Krystal Strickland
Public Information Director Tamara Young
Parks & Recreation Director Lisa Firth

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

Agenda item 4F – *STR Condominium Registration* – has been taken from the table and back for council consideration.

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to approve the agenda, as amended, passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

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

2. PUBLIC COMMENTS

Mr. Ken Wampler, residing at 4320 Commons, expressed concern over the proposed fee for condominium owners, arguing it would be unfair as condo owners already manage noise,

trash, parking, and security issues through their associations. He emphasized that while the city needs to generate more revenue, targeting condo owners without providing additional services seems unjust. He suggested that any fee should apply broadly, including hotels, motels, vacation rentals, and timeshares. Additionally, he questioned whether imposing this fee was the best approach to address rising public safety costs and worried about the city building "big government" unnecessarily. He urged the council to consider more equitable solutions for funding public services.

Ms. Tiffany Edwards, a Walton County resident with properties in the city, also raised concerns about the proposed short-term rental and condo registration fee. She emphasized the importance of fairness and noted that hotels, although exempt by state law from short-term rental fees, still contribute to the tourism impact on public safety services. She recommended reconsidering the allocation of the fee, cautioning against spending large sums on compliance software. She shared insights from discussions with data companies, urging the council to verify the accuracy of rental listing data before proceeding with any decision.

Mr. Jim Wood, a Destin resident, briefly addressed the council to thank them for including items in the consent agenda that support the Destin Seafood Festival. He noted the festival would take place from September 27-29 and expressed appreciation for the continued use of local parks and parking lots for the event.

3. CONSENT AGENDA

A. 40th Annual Christmas Parade
B. Additional Staff Parking at Destin Public Library, authorization to issue Purchase Order
C. 2024 Destin Seafood Festival Shuttle Stop Request/Parking Lots
D. Approval of minutes of July 29, 2024, Special City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve Consent Agenda items 3A through 3D passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

4. CITY MANAGER REPORTS

A. Approval of Purchase - New Permitting and Licensing System (MGO)

The Interim City Manager introduced the item requesting approval for a new permitting and licensing system, "My Government Online," to replace the existing Tyler EnerGov component. He stated that the new system is expected to be more cost-effective and better serve both citizens and staff. The city staff recommended approval of the request, and a representative from My Government Online was available remotely to answer questions.

Councilmember Stephens raised a concern about potential office closures during the transition, referencing past software changes that led to Friday closures for training. The city's IT Director assured that no such closures were anticipated.

Councilmember Geile moved to approve the adoption of My Government Online (MGO) and authorize the City Manager to execute the agreement with SCPDC at a monthly fee as set forth in the draft agreement. Councilmember Hebert seconded the motion, which passes 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

B. Approval of Purchase - New Accounting System (Aclarian)

The Interim City Manager asked the council to approve a new accounting system as the city transitions away from the Tyler Munis software. The recommended replacement is a financial and budgeting software from Aclarian. Staff reviewed several alternatives and determined that Aclarian's system would meet the city's current and future financial management needs. The proposal is for a three-year contract with Aclarian.

Motion by Councilmember Stephens, seconded by Councilmember Hebert, to direct the City Manager to proceed to enter into a three-year contract with Aclarian for the provision of Financial and Budgeting Module services, passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

C. Consultant Support Services - Community Development and City Manager Office

The Interim City Manager introduces this item which involves a request for approval to issue a Request for Qualifications (RFQ). He noted that the purpose of the RFQ is to secure consulting services to support various city projects, including planning, rate analysis, grant pursuits, and the implementation of the Community Redevelopment Agency (CRA) Master Plan, the Mobility Plan, and other council-prioritized capital projects.

Additionally, the request seeks to include grant assistance to help the city's Capital Improvement Plan by researching nationwide grant opportunities and providing grant writing services. The city's current agreement for these services has expired or is expiring, necessitating this action. The proposal is for a master agreement (or agreements) with one or more firms. Specific projects will be brought back to the council for approval, ensuring there is no cost involved unless task orders are formally approved by the council. Staff recommended approval to move forward with issuing the RFQs.

Councilmember Hebert moved to direct staff to prepare an RFQ for planning, rate and grant consulting support services and bring that back to the council for review and approval at a future meeting; seconded by Councilmember Destin. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

D. City staff work schedule for Joe's Bayou

The Interim City Manager presented this item which addressed the staffing and operation of Joe's Bayou boat ramp. The city currently has three part-time positions budgeted for this role, but only one is filled, creating challenges in covering all required hours. The sole staff member works Friday through Monday, from 6:00 a.m. to 3:00 p.m. Parks and Recreation covers other

days and holidays, but concerns were raised about the lack of coverage in the late afternoons when unauthorized use of the ramp has been reported.

There were concerns about rogue operators who take advantage of the unattended ramp after 3 p.m. It was suggested that Parks staff monitor the ramp between 3 and 6 p.m., especially on weekends.

Councilmember Geile provided insights based on personal experience, noting that Parks staff on site are often ignored by those violating regulations. He expressed that without enforcement authority, Parks staff could not control the situation effectively. He suggested stronger authority or assistance from law enforcement.

Councilmember Destin supported the idea of installing live cameras at the ramp, proposing that video surveillance could help document infractions and assist law enforcement.

Councilmember Destin made a motion to direct the City Manager to investigate the cost of installing a video camera at Joe's Bayou to gather evidence of illegal activities that law enforcement personnel can use to pursue violators of the law; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

Councilmember Schmidt shared concerns about the staffing gap and supported exploring ways to staff the ramp after 3 p.m., suggesting possible pay increases or rethinking the role to make it more appealing for recruits. He also emphasized the need to start planning for better staffing for the next season.

Councilmember Stephens added that during peak summer periods, it may be beneficial to have code compliance officers present during morning hours to monitor frequent users of the ramp. He suggested this measure to identify patterns of misuse.

The council discussed alternative enforcement options, including hiring off-duty deputies to monitor the ramp during peak times. There was a proposal to investigate whether Sheriff's Posse members, who volunteer for event security, could assist, but a representative from the Sheriff's Department clarified that they lack arrest authority.

Councilmember Schmidt moved to direct the City Manager to collaborate with Human Resources, the Parks & Recreation, Code Compliance, and the Sheriff's departments to ensure that the Joe's Bayou attendant positions are fully staffed, providing complete coverage in preparation for the next season. Councilmember Stephens provided a second to the motion, which passes 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

E. Morgan Sports Center Playground

The Interim City Manager presented the Morgan Sports Center playground project. He noted that the council previously approved using the Omnia Game Time contract for playground equipment, with two requirements: confirming the final contract amount and presenting information on other local governments using the contract. He stated that the updated contract amount is $696,042, which is $222,000 less than the initial estimate. Nearby jurisdictions,

including Fort Walton Beach, Crestview, Niceville, and Walton County, have also utilized this contract.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to contract with GameTime through a piggybacking off the OMNIA contract #104851-01-06 passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

F. Short Term Rental-(STR) registration and possible STR Condominium registration

The meeting continued with a discussion about the registration requirements for short-term rental properties in the city, focusing on condominiums. This item had been tabled in the last meeting but was reinstated with the current agenda. Discussions, led by Code Compliance Director Troy Williams, examined how to integrate condominiums into the city's short-term rental registration program, including discussing potential fee structures.

Director Williams began by explaining the current system that applies to single and multifamily homes and presented options for extending these requirements to condominium rentals. He highlighted the strain that short-term rentals place on public resources such as code compliance, public safety, and beach lifeguard services. Notably, there are approximately 7,400 condominiums in the city, with an estimated 4,700 participating in short-term rentals. He suggested that applying a uniform fee based on square footage, such as $0.30 per square foot, could be an equitable way to distribute the cost of these services.

Councilmember Hebert spoke to the broader impact of short-term rentals, emphasizing the financial strain on public resources due to the influx of visitors. She highlighted a steep increase in city expenses, particularly in contracts with the Okaloosa Sheriff's Office and beach safety services. She stressed that the proposed fees aim to offset these rising costs and are not about penalizing businesses but rather addressing the needs arising from the significant seasonal population increase.

Councilmember Geile supported the square footage fee structure as a fair way to standardize fees across properties of varying sizes, noting that it aligns well with the revenue generated by larger units.

Councilmember Schmidt questioned whether the proposed fees would adequately cover the additional public safety costs, such as those for beach lifeguards and police services. Finance Director Krystal Strickland confirmed that the projected revenue from these fees would only partially cover these costs, contributing approximately 60%.

Councilmember Destin and Councilmember King both raised concerns about the fee complexity. Councilmember Destin suggested a simpler flat fee approach, arguing that this would be more straightforward and easier for property owners to comply with, while Councilmember King questioned the necessity of an increase in fees, asking for clarity on how the proposed rates were calculated.

Tabled motion from the August 12th Special City Council Meeting:

Councilmember Bagby moved to set a short-term rental registration condominium fee of $300 annually and direct staff to bring back a draft ordinance; seconded by Councilmember Schmidt.

Councilmember Geile offered a substitute motion to require short-term condominium rentals, hotels and timeshares, to be included in the city's rental registration program and establish an additional level of registration fee of thirty cents per square footage of such rentals, which will be set forth in the city's fee resolution. Motion seconded by Councilmember Hebert.

Councilmember Destin proposed an amendment to the substitute motion requiring that these properties be subject to the same fee rates as those currently outlined in the city code for short-term rentals. Motion seconded by Councilmember Hebert and passed 4-2 (Council members Schmidt, Hebert, Destin, and Geile voted "yes"; Council members Stephens and King voted "no"; Councilmember Bagby was absent from the meeting)

Vote on the substitute motion, as amended, passed 4-3 (Council members Destin, Hebert, and Schmidt voted "yes"; Council members Stephens, Geile, and King voted "no"; Mayor Wagner cast a tie-breaking vote of "yes").

Councilmember Schmidt moved to direct staff to return with proposals for software that can be used to oversee the short-term rental programs; seconded by Councilmember Stephens. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

G. Code Compliance Work Schedule

The Interim City Manager addressed the work schedule for the Code Compliance Department, which is currently 50% staffed, limiting the availability of evening hours. There were concerns about staffing constraints and operational needs. Discussion focused on whether to maintain the current daytime-focused schedule or to shift some coverage to evenings, acknowledging that this would reduce daytime availability.

According to the Code Compliance Director Williams, the Code Compliance Department has eight total staff members, including the director and an administrative assistant, leaving limited personnel for field operations. Due to staffing shortages, three officers are tasked with morning and afternoon crossing guard duties, which further limits the department's ability to extend service hours. Director Williams reiterated that they had already reduced hours to adapt to staffing limitations.

Councilmember Hebert moved that Code Compliance Department keeps their revised schedule with a return to expended hours in 2025; seconded by Councilmember Geile.

Councilmember Stephens proposed a substitute motion requesting that staff return with a more comprehensive scheduling proposal to be implemented until the department is fully staffed; seconded by Councilmember Geile.

The Interim City Manager confirmed that currently, the department does not have anyone on duty after 5 p.m. but is exploring options such as supplemental pay to incentivize on-call coverage.

The council discussed various staffing options, including potential increased pay or temporary reallocation of resources, and requested a comprehensive plan that addresses coverage during short-staffed periods.

Director Williams confirmed that Code Compliance is in the process of hiring new officers, with two interviews conducted recently. He assured the council that any staffing adjustments would remain within the existing budget constraints.

Councilmember Destin emphasized that if code compliance is reduced at night, it is vital to ensure the public is not informed about specific times when officers won't be on duty.

Councilmember Kevin Schmidt stressed the importance of maintaining a nighttime presence for Code Compliance, citing the risk to public safety if evening coverage is entirely dropped.

Motion passed 4-2 (Council members King, Hebert, Geile, and Stephens voted "yes"; Council members Destin and Schmidt voted "no"; Councilmember Bagby was absent from the meeting).

The council revisited the role of Code Compliance officers as crossing guard. Councilmember Stephens proposed involving the local school in managing crossing guard duties, potentially engaging parents or school staff to help fill gaps.

Several members of the council provided support for the recommendation acknowledging the community impact of reduced crossing guard availability and considering alternative solutions.

Councilmember Stephens made a motion, seconded by Councilmember Hebert, to direct the City Manager to engage with Destin Elementary School to assist in providing crossing guard duties. The assistance could involve implementing a volunteer parent program until the city is fully staffed. Motion passed 5-1 (Council members Schmidt, King, Hebert, Geile, and Stephens voted "yes"; Councilmember Destin voted "no"; Councilmember Bagby was absent from the meeting).

H. Norriego Point Park Update

The Interim City Manager presented an update on the Norriego Point Park project, managed by the Florida Department of Environmental Protection. He noted that phase three of the recreational improvements is set to begin on September 5th, with RJ Gorman awarded the construction contract. The project is estimated to take nine months to complete. To ensure safety, the Gulf Shore Drive Extension will be closed and used as a secure staging area. The contractor

requested to keep the entire park closed for the project's duration, citing safety and liability concerns.

The Interim City Manager noted that after reviewing the construction and staging plans, staff agreed with this approach, recommending the full park closure to avoid safety risks.

Councilmember Hebert moved to direct the City Manager to work with staff and the City Attorney to close Norriego Point Park throughout the duration of the construction improvements; seconded by Councilmember Stephens.

Councilmember Destin expressed concern over closing the inlet channel areas that are frequently used and house lifeguard towers. He proposed to have staff collaborate with the contractor to explore options for keeping these areas open.

Councilmember Schmidt supported Councilmember Destin's recommendation, but proposing an update by April 1st to monitor project progress and assess if adjustments are necessary.

Councilmember Destin made a substitute motion to direct the City Manager to work with staff, the City Attorney, FDEP, and RJ Gorman Marine Construction, LLC to leave the Gulf/Inlet side of the park open throughout the duration of the construction improvements providing a status update to the council on a quarterly basis; seconded by Councilmember Stephens. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

I. Capital Project Status - Informational Only

Councilmember Schmidt moved to approve an internal transfer of $119,000 from the Renewal and Replacement 572 fund, designated for Parks and Recreation, to the Morgan Sports Center batting cage facility. The motion was seconded by Councilmember Stephens

Councilmember Schmidt highlighted that there were remaining funds after budget allocations to other major projects, and this internal transfer would allow Parks & Recreation Department to complete a desired improvement at the Morgan Sports Center.

The Finance Director provided clarification on the Renewal and Replacement fund, explaining that it is a general fund dedicated to Parks and Recreation. The transfer is allowable within these funds and would utilize available resources. She further noted that essential projects for the following year, such as HVAC replacements, window replacements, community center upgrades, and LED light installations, are sufficiently funded.

The Parks and Recreation Director Lisa Firth supported the proposal, emphasizing the need for an upgraded batting cage at Morgan Sports Center. She detailed that the current facility is outdated, and that the new installation would be similar to one recently added at Threadgill Park, which was initially intended for Morgan Sports Center. She stressed that this would be a beneficial addition to serve the community's children and align with the city's improvement goals.

Councilmember Destin sought clarification on whether the project would complete the entire batting cage facility. Ms. Firth responded that this transfer would facilitate a substantial upgrade but might not cover the complete facility immediately. However, it would significantly enhance recreational facilities and serve the needs of the community effectively.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

J. Operations Financial Report - Informational Only
K. TDC Monthly Report - Informational Only
L. Draft minutes of Standing Boards and Committees - Informational Only
M. Attendance Report - Volunteer Committees / Boards - Informational Only
N. Announcements:

1. Primary Elections voting occurs on Tuesday, August 21st. Voting locations are City Hall, Community Center, and United Methodist Church.
2. City Council Workshop on LDC Rewrite scheduled for Monday, August 26th , at 5:30 PM.
3. City facilities will be closed on Monday, September 2nd, in observance of the Labor Day Holiday.
4. City's Open House is scheduled for Wednesday, October 23rd. It will be held at the Destin Community Center, from 11:30 AM to 1:00 PM.
5. The Christmas Parade is scheduled for Saturday, December 14th.

5. PUBLIC HEARINGS

A. Second 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).

The City Attorney read Ordinance 24-06-LC by title, and then presented it to the city council on second reading.

> 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.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Motion by Councilmember Hebert, seconded by Councilmember King, to adopt proposed Ordinance 24-06-LC passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

B. Second 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).

The City Attorney read Ordinance 24-07-PC by title, and then presented it to the city council on second reading.

> 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).

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Councilmember Schmidt inquired about the notification process for nearby property owners regarding the proposed zoning and land use amendment. The Community Development Director clarified that notification was indeed sent to all property owners within a 300-foot radius once the application was deemed sufficient. The notification process also included a public notice posted on the property, legal ads in local newspapers, and a photographic record of the signage, ensuring thorough community awareness.

Councilmember Schmidt further sought clarification on the project's details, specifically its purpose and requirements. The Director explained that the developers, who own an adjacent parcel were seeking this amendment to support a future development project requiring additional parking. The land use amendment and rezoning would enable the property to be incorporated into this development. Additionally, the Director mentioned that although the developers were not present to provide direct responses, they are planning a wedding venue and will return for further review as part of the major development order amendment process.

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to adopt proposed Ordinance 24-07-PC passed 5-1 (Council members King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Schmidt voted "no"; Councilmember Bagby was absent from the meeting).

C. Second 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).

The City Attorney read Ordinance 24-08-LC by title, and then presented it to the city council on second reading.

> 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).

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to adopt proposed Ordinance 24-08-LC passed 5-1 (Council members King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Schmidt voted "no"; Councilmember Bagby was absent from the meeting).

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

A. Councilmember Stephens

B. Councilmember Geile
   1) Projects Status/Updates

Councilmember Geile highlighted that detailed updates on the capital projects are available to the public through the city's website by navigating to the regular council meeting agenda packet. The latest report, dated August 13, 2024, includes the status of all projects currently underway in Destin.

Next, Councilmember Geile provided an update on the ongoing discussions about the interlocal agreement with Destin High School. He emphasized the complexity of the request, as it encompasses multiple sports and has broader implications for local recreational resources. He noted that the school's attorney had submitted a revised draft, and a meeting was scheduled for the following day to review proposed changes. The revisions focus on access to local

recreational fields for various sports, including baseball, softball, and soccer. He also pointed out the delicate nature of providing equal access to city resources among multiple schools in and near Destin. He highlighted that Destin High School is the only high school within the city limits, and other schools have expressed interest in similar agreements, which may lead to increased requests and complications.

The City Attorney added that Destin Water Users had also received a copy of the agreement for their feedback, as they are stakeholders due to their connection with park facilities.

Councilmember Schmidt raised concerns about the potential need for a firm timeline or ultimatum for the high school's compliance. He noted that presenting the unreviewed draft directly to the council might have caused significant confusion or concern.

C. Councilmember Destin

Councilmember Dewey Destin initiated a discussion about the chain-link fence under construction around Harbor One, expressing dissatisfaction with its appearance and receiving negative public feedback. He suggested options that maintain safety without compromising the area's visual appeal.

Councilmember Destin made a motion to suspend the construction of the chain-link fence on the One Harbor property and to direct staff to present alternative options, such as signage or fences similar to those at Morgan Sports Center, or other alternatives that are more aesthetically pleasing than a chain-link fence. Councilmember Stephens provided a second to the motion.

Councilmember Hebert raised questions about the financial implications. She specifically inquired about the feasibility of refunding the $25,000 already committed to the project.

The City's Public Works Director responded, explaining that materials had already been purchased and significant labor expended. He noted that while construction could be halted, costs related to the partial completion would need to be settled with the contractor. He detailed that, thus far, fencing posts had been installed along the northern boundary by neighboring condominiums and the water's edge, with additional adjustments made to minimize visual impact.

Councilmember King expressed concern over the sudden shift in council sentiment, questioning the abandonment of initial safety motivations for the fence. He reiterated the importance of securing the seawall area to prevent trip and fall hazards.

Councilmember Destin replied, suggesting that less obtrusive fencing or signage could address safety without requiring an unsightly chain-link fence. He referenced other areas, such as the Jetties, which remain unfenced despite posing greater risks. He reiterated his preference for an alternative fencing solution that would not obstruct views or create an undesirable atmosphere.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

D. Councilmember Bagby

E. Councilmember Hebert

Councilmember Hebert moved to schedule the city's annual Christmas Party on the second Saturday of December, coinciding with the city's Christmas Parade, beginning in 2025 and continuing in future years; seconded by Councilmember Schmidt. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

Next, Councilmember Hebert raised concerns regarding ongoing code violations by renters, especially those with absentee landlords. She highlighted a specific case of a property on Main Street, owned by an individual residing in Virginia, where repeated violations have occurred. She expressed frustration over the strain on city resources caused by these continuous issues. She suggested exploring whether stricter regulations, similar to those applied to short-term rentals, could be implemented for long-term rentals. Specifically, she proposed possibly revoking rental authorizations for properties with multiple violations.

Councilmember Hebert moved to direct the City Attorney to draft an ordinance for future discussion and action, aimed at penalizing long-term property owners whose tenants repeatedly violate city codes. Motion was seconded by Councilmember Schmidt

The City Attorney confirmed that implementing a system akin to the one for short-term rentals could be possible.

Councilmember Destin addressed the issue of landlords and renters ignoring code enforcement fines, noting that fines alone are often ineffective. He pointed out that the city has the option to pursue legal action in Circuit Court to compel compliance through a court order. He emphasized that such legal actions, while more severe, could be necessary for landlords who consistently disregard fines. He acknowledged that this approach would incur additional litigation costs but could potentially include sanctions like jail time for non-compliance.

Further discussion highlighted that in cases where fines accumulate on a property, the council may have to make decisions regarding lien reductions, particularly if the property changes hands or if the owner is deceased. The City Attorney clarified that the council has the authority to reduce liens in certain cases, and that previous instances of taking matters to court have been rare but are within the council's discretion if deemed appropriate.

The motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt requested that staff research whether the city has the authority to take any action regarding the reported jet ski racing in the bayou, including the possibility of reporting the activity to the appropriate authorities.

1) Morgan Sports Center / Dalton Threadgill Park Update/Plan

Councilmember Schmidt provided the following slide presentation:

Parks/Facilities

- Destin Community Center
- Destin Sports Complex
- Morgan Sports Center
- Buck Destin Park/Facility
- Dalton Threadgill Park
- ...and more....

Destin Community Center

- Originally built in 1991 (the current one)
  - Population of Destin approximately 8,104...now nearly 14,000
- Full roof replacement in 2014
- Gym floor replaced
- New bleachers added



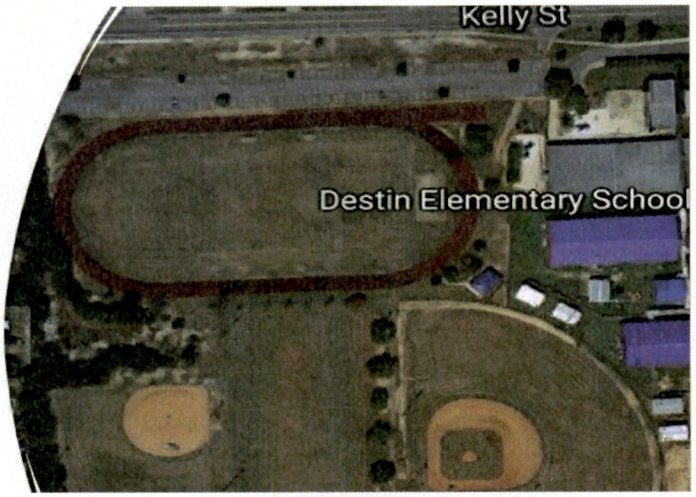
DCC continued...

- Current FY 25 Plan - Approximately $750k project for roof repair, window repair, stucco repair, front entry awning, and more...
- FY 26 Plan – TBD based on SRS Findings



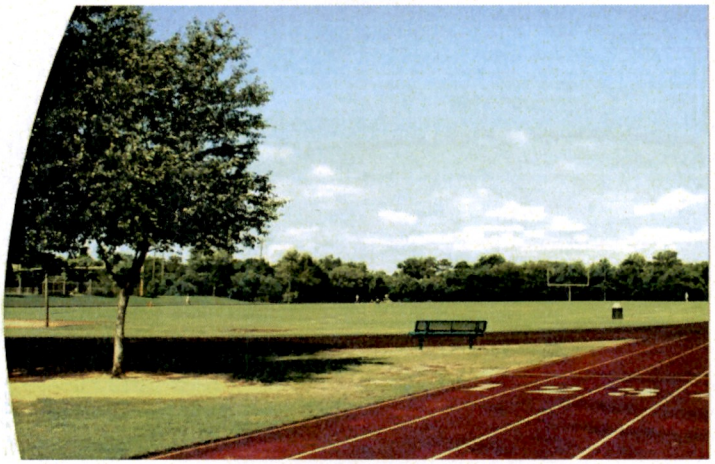
Destin Sports Complex

- Also known as Destin Elementary Fields
- Owned by Okaloosa School District
- Rubber track, 2x football/soccer field, baseball field, softball field



DSC continued...

- Lost 1 baseball field
- Softball field no longer has lights
- Current FY 25 Plan –
  - Regular maintenance
  - Review Inter-Local Agreement with OCSD



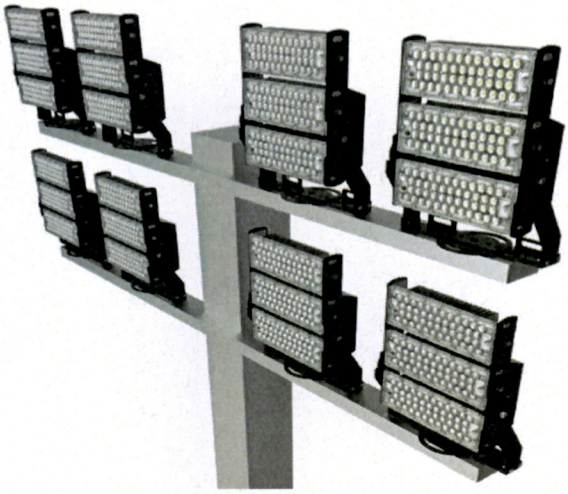
Morgan Sports Center

- Built in 2000
- 26.7 Acres owned by Destin Water Users Inc
  - 4 large baseball/softball fields (dirt/grass)
  - 3 soccer fields (grass)
  - Childrens playground
  - Sand Volleyball court
  - Concession stand
- 11.95 Acres owned by City of Destin
  - 2 small softball/baseball fields (dirt/grass)



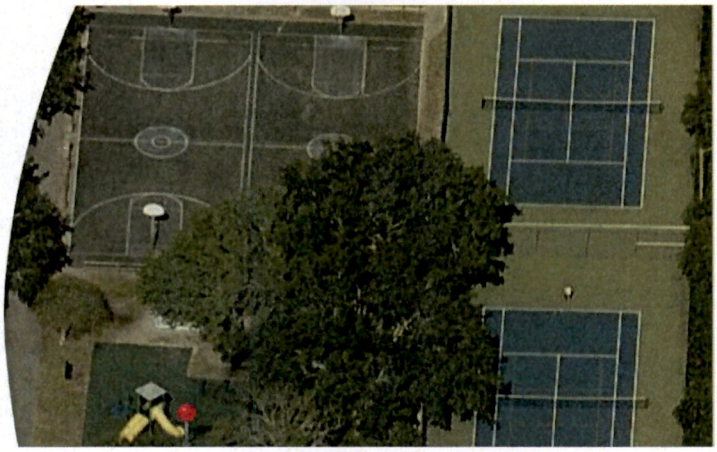
MSC continued...

- Current FY 25 Plan
  - ALL field lights to be upgraded to LED...$1.3M
  - New children's playground...$750k



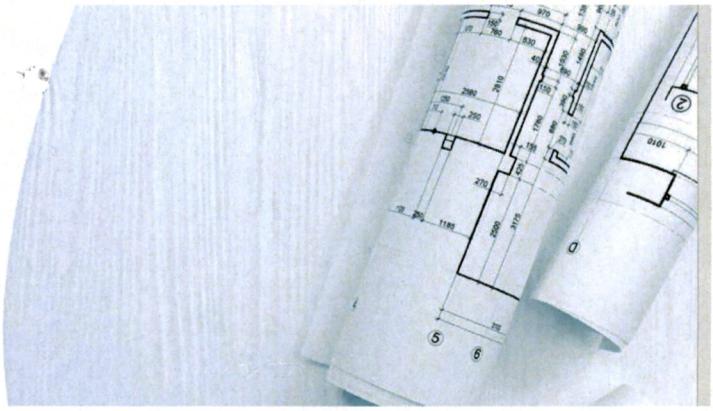
Buck Destin Park

- 2 Tennis courts
- 2 outdoor basketball courts
- Childrens playground
- Indoor meeting facility (small parties/gatherings)



BDP continued...

- Current FY 25 Plan
  - New bathroom to be installed to allow visitors to the park to use



Dalton Threadgill Park

- 3.18 Acres owned by City of Destin
  - 1 medium baseball field (dirt/grass)
  - 1 small baseball/softball field (dirt/grass)
  - 1 tee-ball field (dirt/grass)
  - Covered batting cage (4 stalls)
  - Concession stand, bathrooms
- Leased to Destin Little League, Inc. for 7 months out of the year



DTP continued...

Current FY 25 Plan – regular maintenance



Planning for the future...

- FY25 - Morgans
  - Lights/Playground/2 Turf Infields
- FY26 – Morgans
  - Bathroom/Field House/Storage
  - Sunshades over bleachers
  - Overhead safety netting
- FY25 – Community Center
  - Roof repair/windows/stucco
- FY25 – Threadgill Park
  - Property boundaries
  - Site stormwater management plan
- FY26 – Threadgill Park
  - Survey/Study to modify parking
  - 2 turf infields ($100k donation from Destin Little League)

Councilmember Schmidt moved to direct the City Manager to collaborate with staff in determining whether any of the necessary actions highlighted during his presentation regarding park facilities, which have not been previously addressed, can be incorporated into the 2025 budget. Motion seconded by Councilmember Hebert.

Councilmembers Schmidt discussed the ongoing budget process and the potential for adjusting budget priorities before the final approval. He noted the importance of clarity as the

council is preparing for the state-mandated budget hearing and inquired about the flexibility in making further adjustments before the budget's first reading on September 5th.

Councilmember Destin emphasized that the budget remains a "living, breathing, changing document" until it is formally approved. He clarified that while specific priorities might not have been comprehensively outlined, the council has already made some modifications to the budget, particularly in areas like vehicle acquisitions and the community center. He expressed his openness to considering additional adjustments if needed, as long as they could be feasibly incorporated into the fiscal year 2025 budget.

Both council members acknowledged the importance of adhering to state mandates while also ensuring that potential changes or considerations are realistically evaluated by staff, and that staff could review and provide feedback on the feasibility of incorporating any suggested changes into the budget before the formal voting process.

The motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

H. Mayor Wagner

I. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:25 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

07/09/2024 Destin Parcel Summary

Row Labels	Count of Parcel Type
Commercial Condo	161
Condo	6428
Condo - Hotel	20
Condo-Timeshare	401
Homesteaded Condo	589
Homesteaded Residence	2941
Non-Residential	1858
Residence	3788
(blank)	
Grand Total	16186

Count of Heated SQ Range	Column Labels				
Row Labels	0-1499 sq ft	1500-2499 sq ft	2500-4999 sq ft	5000+ sq ft	Grand Total
Commercial Condo	119	27	14	1	161
Condo	4706	1432	286	4	6428
Condo - Hotel	20				20
Condo-Timeshare	313	88			401
Homesteaded Condo	323	212	54		589
Homesteaded Residence	764	1466	651	60	2941
Non-Residential	1420	98	120	220	1858
Residence	1283	1494	888	123	3788
Grand Total	**8948**	**4817**	**2013**	**408**	**16186**

STR Fees - Proposed Option	**0-1499 sqft @$400**	**1500-2499 sqft @$500**	**2500-4999 sqft @$600**	**5000+ sqft @ $700**	**TOTAL**
Condo (Count x 70%)	3294	1002	200	3	4499
Fee	$ 400	$ 500	$ 600	$ 700	
Revenue	**$ 1,317,600**	**$ 501,000**	**$ 120,000**	**$ 2,100**	**$ 1,940,700**

STR Fees - Option 2	**0-1499 sqft @$300**	**1500-2499 sqft @$500**	**2500-4999 sqft @$600**	**5000+ sqft @ $700**	**TOTAL**
Condo (Count x 70%)	3294	1002	200	3	4499
Fee	$ 300	$ 500	$ 600	$ 700	
Revenue	**$ 988,200**	**$ 501,000**	**$ 120,000**	**$ 2,100**	**$ 1,611,300**

STR Fees - Option 3	**1400 sqft @$0.30/sqft**	**2000 sqft @$0.30/sqft**	**3000 sqft @$0.30/sqft**	**5000 sqft @$0.30/sqft**	**TOTAL**
Condo (Count x 70%)	3294	1002	200	3	4499
Fee	$ 420	$ 600	$ 900	$ 2,500	
Revenue	**$ 1,383,480**	**$ 601,200**	**$ 180,000**	**$ 7,500**	**$ 2,172,180**

Row Labels	Sum of Taxable Value
Commercial Condo	$ 21,254,752
Condo	3,408,463,892
Condo - Hotel	1,704,066
Condo-Timeshare	78,413,580
Homesteaded Condo	260,695,261
Homesteaded Residence	1,145,014,408
Non-Residential	1,107,291,218
Residence	3,075,687,073
Grand Total	**$ 9,098,524,250**

Sum of Taxable Value	Column Labels				
Row Labels	0-1499 sq ft	1500-2499 sq ft	2500-4999 sq ft	5000+ sq ft	Grand Total
Commercial Condo	9,119,386	5,934,133	5,611,233	590,000	21,254,752
Condo	1,865,905,198	1,153,794,480	377,130,064	11,634,150	3,408,463,892
Condo - Hotel	1,704,066				1,704,066
Condo-Timeshare	78,413,580	-			78,413,580
Homesteaded Condo	87,386,936	121,895,813	51,412,512		260,695,261
Homesteaded Residence	141,203,220	444,598,764	443,251,613	115,960,811	1,145,014,408
Non-Residential	334,026,805	33,519,648	81,771,742	657,973,023	1,107,291,218
Residence	361,643,067	820,450,444	1,219,754,670	673,838,892	3,075,687,073
Grand Total	**$ 2,879,402,258**	**$ 2,580,193,282**	**$ 2,178,931,834**	**$ 1,459,996,876**	**$ 9,098,524,250**
Condo - Avg Taxable Value	$ 396,495	$ 805,722	$ 1,318,637	$ 2,908,538	$ 530,253
Condo - Median Taxable Value	$ 386,522	$ 772,978	$ 1,250,910	$ 3,133,900	$ 449,939
ad valorem @1.615					
median x 1.615/1000*.96	$ 599.26	$ 1,198.43	$ 1,939.41	$ 4,858.80	$ 697.59

ORDINANCE 24-23-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA REQUIRING SHORT-TERM RENTAL REGISTRATIONS AT MULTI-FAMILY UNITS, INCLUDING CONDOMINIUM UNITS, WITHIN THE CITY OF DESTIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR SINGLE-FAMILY HOMES AND SHORT-TERM RENTAL REGISTRATIONS FOR MULTI-FAMILY UNITS; RENAMING ARTICLE VI OF CHAPTER 13 "REGISTRATION OF SHORT-TERM RENTALS (SINGLE FAMILY) BUT MAKING NO OTHER AMENDMENTS TO THE REGULATIONS FOR SHORT-TERM RENTALS FOR SINGLE-FAMILY HOMES; CREATING ARTICLE VI(A) OF CHAPTER 13, "REGISTRATION OF SHORT-TERM RENTALS (MULTI-FAMILY); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. **AUTHORITY.** The authority for enactment of this Ordinance is Article I, Section I .0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Pan II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has deemed it necessary to amend the existing Code of Ordinances to provide for revisions to the short-term rental registration process to require registration for condominiums (which are multi-family units) and associated regulations; and

WHEREAS, because many of the impacts to the adjacent properties and surrounding community are different in the cases of single-family homes and multi-family units, the City Council desires to create separate regulations to address the impacts created by short-term rentals located in multi-family units and multi-family residential areas; and

WHEREAS, the City Council previously adopted a fee associated with the registration of short-term rentals in single-family homes, and desires to authorize a fee or fees for registration of condominium short-term rentals as well, which fee(s) shall be set forth in the City's fee resolution and separately approved 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; 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 section three (3) of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Code of Ordinances that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF CODE OF ORDINANCES CHAPTER 13: Chapter 13 of the Code of Ordinances is hereby amended as follows:

* * *

ARTICLE VI. REGISTRATION OF SHORT-TERM RENTALS <u>(SINGLE-FAMILY)</u>

* * *

<u>ARTICLE VI(A) - REGISTRATION OF SHORT-TERM RENTALS (MULTI-FAMILY)</u>

* * *

Sec. 13-135~~-139~~. <u>Registration of Multi-Family (Condominium) Units Required.</u> - ~~Reserved.~~

<u>(a) It shall be unlawful within the City of Destin, for any person to allow another person to occupy any condominium unit for one hundred and eighty days or less, or offer such rental services within the City of Destin, unless the unit has been registered with the City of Destin in accordance with the provisions of this Article VI(A). For purposes of this Article VI(A), *short-term rental* shall mean any occupancy of any condominium unit for a period of time between one (1) day to no more than six (6) months. Condominium units are as defined in Chapter 718, Florida Statutes.</u>

<u>(b) No registration issued under this article shall be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.</u>

<u>(c) All registrations issued under the provisions of this article shall be valid for no more than one (1) year, and all registrations shall expire on May 1 of each year. Registrations that are not renewed by May 1 of each year may be renewed up to the last business day in June of that year without paying a late renewal fee. Owners who do not renew their registrations before the last business day in June shall pay the appropriate late renewal fee as established, from time to time, by the City Council of the City of Destin.</u>

<u>Sec. 13-136. - Fees for registration.</u>

<u>The City of Destin is authorized and shall charge reasonable fees for registration to compensate for administrative expenses. The fees for registration shall be provided for, from time to time, by resolution adopted by the City Council of the City of Destin. If a property owner fails to register their short term rental in a timely manner, fines will be imposed consistent with the schedule of fees as amended. If a property owner fails to register their short-term rental unit within 90 days of receipt of the notice to register, the property owner is subject to code compliance proceedings.</u>

<u>Sec. 13-137. - Formal application required.</u>

(a) Every property owner required to procure a registration under the provisions of this article Applications for registration shall set forth and/or include at a minimum:

(1) Address, unit number, name of the unit offered for short-term rental;
(2) Name, address, and phone number of owner of said unit;
(3) Name, address, and emergency contact phone number of responsible party for said unit, which shall be a twenty-four-hour, seven (7) days a week contact number;
(4) That the phone number for the responsible party will be answered twenty-four (24) hours a day, seven (7) days a week by a party with authority to address or coordinate problems associated with the unit;
(5) Proof of owner's current ownership of the unit(s);
(6) Acknowledgements by owner of the following:
    a. That all vehicles must be parked in the driveway, garage or other city approved parking space for the unit and clear of all grassy areas and sidewalk sections for pedestrian traffic pursuant to City of Destin Code of Ordinances, Section 19, Traffic and Motor Vehicles;
    b. That it shall be unlawful to allow or make any noise or sound which exceed the limits set forth in Chapter 14, Art. 2;

(b) It shall be unlawful for any person to give any false or misleading information in connection with the application for registration required by this article.

(c) The city manager or city manager's designee shall issue a registration to the applicant upon proof of the following:

(1) The owner and/or responsible party completes the City of Destin registration application form;
(2) The registration fee has been paid to the City of Destin; and
(3) Incomplete registration applications are unacceptable and requested registration shall not issue.

Sec. 13-138. - Responsible party required.

(a) Whenever any property is required to be registered under this article, the owner shall appoint a person to serve as the local responsible party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner. The owner shall notify the city manager or city manager's designee in writing of the appointment within five (5) days of being required to make such appointment, and shall thereafter notify the city manager or city manager's designee of any change of responsible party within fifteen (15) days of such change. Further, it is hereby made the affirmative duty of the responsible party to:

(1) Inform all residents prior to occupancy of the unit of applicable City of Destin Ordinances and any applicable property owners' or homeowners' association rules concerning noise, vehicle parking, occupancy limits and garbage;
    a. Information shall include, but not be limited to, the following:
        i. It is unlawful to allow or make any noise or sound which exceed the limits set forth in Chapter 14, Article 2;
        ii. All trash shall be properly disposed of in authorized receptacles for collection. It is recognized that multi-family units typically utilize

garbage dumpsters intended for all or a portion of the units, however, if any unit utilizes one or more individual trash canisters, then section 13-109(4) regulating single-family short term rentals shall apply to the multi-family unit.

iii. All requirements applicable to the condominium for parking and enforcement.

iv. A list of safety information including safety procedures for any amenities including any pool, spa, fitness facility, playground, or other amenity at the property.

v. A list of contact numbers for public safety, including but not limited to the local responsible party, sheriff's office, and city code compliance office.

(2) See that the provisions of this article are complied with and promptly address any violations of this article or any violations of law, which may come to the attention of the responsible party;

(3) Be available with authority to address or coordinate problems with the rental of the unit twenty-four (24) hours a day, seven (7) days a week;

(4) Store garbage and litter in authorized receptacles for collection.

(b) Whenever a violation of this article occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the city manager or city manager's designee. The city manager or designee shall record properly such complaint, investigate, and take action thereon in accordance with sections 14-71—14-85, City of Destin Code of Ordinances.

(c) The city manager or city manager's designee shall, in connection with their duties imposed by law, diligently enforce the provisions of this article.

(d) Any registration issued pursuant to this article may be denied, revoked, or suspended by the city for the violation by the owner of this article, any City of Destin Ordinance, or state law. Such denial, revocation or suspension is in addition to any penalty provided herein. Additionally, the provisions of this Article may be enforced by Chapter 14 of this Code, or by any legal or equitable means available to the City of Destin.

* * *

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may he 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. SE\'ERABILITY. 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 its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2025.

_____

By: Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only:

_____

Kimberly Romano Kopp, City Attorney

First Reading: February 18, 2025
Second Reading:

ITEM # 2025-252

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.E.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Steve O'Connor, Deputy Community Development Director
Krystal Strickland, Finance Director

DATE: February 25, 2025

SUBJECT: Second Reading/Motion to Rescind Approval on First Reading of ORDINANCE 25-01-CC REQUIRING SHORT TERM RENTAL REGISTRATIONS FOR RENTALS OF COMMERCIAL LODGING UNITS (INCLUDING BUT NOT LIMITED TO HOTELS, MOTELS, BED AND BREAKFASTS, CONDOTELS, AND SIMILAR FACILITIES) WITHIN THE CITY OF Destin; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DEFINITIONS; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR RESIDENTIAL UNITS AND REGISTRATIONS FOR COMMERCIAL LODGING UNITS; CREATING ARTICLE VI(B) OF cHAPTER 13, "rEGISTRATION OF sHORT-tERM rENTALS (COMMERCIAL); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT COMMERCIAL LODGING UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT COMMERCIAL LODGING UNITS.

I. BACKGROUND: The City Council approved Ordinance 25-01-CC on first reading, but subsequently, passed a motion to Rescind this decision. The motion to rescind is currently before the City Council. If the Motion to Rescind fails, a public hearing will immediately be held to consider the Ordinance on Second Reading.

Pursuant to Resolution 22-08, section 3.11, the Council may rescind prior direction by a Council Member placing on the agenda a Motion to Consider Recission. If a majority of the full membership of the Council approves the Motion to Consider Recission, the Motion to Rescind is placed on the agenda of the next regular Council meeting. At the February 3, 2025, regular City Council meeting, the City Council did pass a Motion to Rescind its approval on first reading of Ordinance 25-01-CC. Hence, the Motion is on the current March 3, 2025 agenda for

consideration.

The Motion being considered for RECISSION is the 2/3/2025 "Motion by Councilmember Braden, seconded by Councilmember Geile, to approve Ordinance 25-01-CC on first reading passed 4-3 (COUNCIL MEMBERS Geile, Schmidt, and Braden, voted “yes”; Council member's Destin, Bagby, and Trammell voted “no”; Mayor Wagner cast a tie breaking vote of “yes”)."

Ordinance 25-01-CC - REQUIRING SHORT TERM RENTAL REGISTRATIONS FOR RENTALS OF COMMERCIAL LODGING UNITS (INCLUDING BUT NOT LIMITED TO HOTELS, MOTELS, BED AND BREAKFASTS, CONDOTELS, AND SIMILAR FACILITIES) WITHIN THE CITY OF Destin; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DEFINITIONS; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR RESIDENTIAL UNITS AND REGISTRATIONS FOR COMMERCIAL LODGING UNITS; CREATING ARTICLE VI(B) OF cHAPTER 13, “rEGISTRATION OF sHORT-tERM rENTALS (COMMERCIAL); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT COMMERCIAL LODGING UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT COMMERCIAL LODGING UNITS.

IF THE MOTION TO RESCIND DOES NOT PASS, THEN A PUBLIC HEARING WILL BE HELD FOR 2ND READING OF ORDINANCE 25-01-CC

II. DISCUSSION: If the motion to rescind passes, second reading will be cancelled. If the motion to rescind fails, below and attached is the information for SECOND READING OF ORDINANCE 25-01-CC:

The City of Destin, through the *Co*de Compliance Division, oversees the single-family residential short- and long-term rental registrations. The City of Destin does not currently oversee any multifamily units or commercial lodging units that engage in short-term rentals. These multifamily and commercial lodging units bring a considerable number of visitors to the City each year who use and benefit from City services and infrastructure.

The population in the City of Destin is approximately 14,594 full-time residents. However, on any given day during the peak tourist/summer season there could be upwards of 80,000 additional people in the City.

Our current Short- and Long-Term Registration fee structure is as follows:
Up to 2,499 square feet pay a $500 registration fee,
2,500-4,999 square feet pay a $600 registration fee, and
5,000+ square feet pay a $700 registration fee.

There are currently approximately 12 hotels in the City with 1134 rooms. Staff has compiled the attached spreadsheet based on square footage.

The factors contributing to the decision to register the short-term multifamily and commercial lodging unit rentals include:

- Equity;
- Impact of the short-term rentals on city services;
- Impact fees that are no longer able to be collected (due to impact fee credits on redeveloped land); and
- Forecasted General Fund revenues for the next 5 years.

The labor cost of administering the current rental registration program involves a full-time Code Compliance Officer with assistance from time to time from other Code Compliance Officers and the Division's Administrative Assistant.

As noted above, this item is the proposed Ordinance for First Reading, requiring commercial lodging units (hotels and similar uses) to register as short-term rentals. If approved at the First Reading, Staff will bring back a Fee Resolution incorporating the fees for consideration at the Second Reading.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS): If passed, the proposed ordinance provides for greater assurance of oversight, provides funding for administration of the program and enforcement, creates an equitable approach to ensuring all short-term rentals follow equitable protocols, and assists with public safety needs and infrastructure sustainability.

D. Legislative Sponsor:

E. Business Impact Statement:

Business Impact Estimate

Proposed ordinance's title/reference:
ORDINANCE 25-01-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA REQUIRING SHORT- TERM RENTAL REGISTRATIONS FOR RENTALS OF COMMERCIAL LODGING UNITS (INCLUDING BUT NOT LIMITED TO HOTELS, MOTELS, BED AND BREAKFASTS, CONDOTELS, AND SIMILAR FACILITIES) WITHIN THE CITY OF DESTIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DEFINITIONS; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR RESIDENTIAL UNITS AND REGISTRATIONS FOR COMMERCIAL LODGING UNITS; CREATING ARTICLE VI(B) OF CHAPTER 13, "REGISTRATION OF SHORT-TERM RENTALS (COMMERCIAL); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT COMMERCIAL LODGING UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT

COMMERCIAL LODGING UNITS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): Create separate regulations to address the impacts created by short-term rentals located in residential and commercial areas. The City Council previously adopted a fee associated with the registration of short-term rentals in single-family homes, and desires to authorize a fee or fees for registration of all short-term rentals, which fee(s) shall be set forth in the City's fee resolution and separately approved by the City Council. Because many of the impacts to the adjacent properties and surrounding community are different in the cases of single-family short-term rentals and multi-family lodging units, they registrations are dealt with separately in the Code.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: Businesses will pay an annual registration fee as will be set forth in fee resolution if ordinance is passed.

3. Estimate of direct compliance costs that businesses may reasonably incur: The cost of the fee and administrative costs in filling out application.

4. Any new charge or fee imposed by the proposed ordinance: Although the ordinance does NOT impose a fee, a separate fee resolution will impose a fee if the ordinance is passed.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
-Estimated regulatory costs range from approximately $56,700 (with a minimum $50 unit oversight/management charge) to $113,400 (with a $100 registration fee. It should be noted that this number can and will be dependent on what different entities charge to manage this program).
-Estimated revenue costs range from $567,000 (minimum all units fall under the minimum registration fee) to 793,8000 (maximum all units fall under the maximum registration fee).

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
16 separate parcels with approximately 1134 individual units.

7. Additional information, if any. Fee resolution to be brought forth at second reading of Ordinance with updated fee info.

III. CONCLUSION: Staff recommends that the City Council determine if it wishes to rescind the action taken by the Council on February 3, 2025, approval of Ordinance 25-01-CC on first reading. If the City Council rescinds its approval of the Ordinance on first reading, the Ordinance will not be heard for 2nd reading (unless re-advertised in the future for an additional first reading).

If the City Council does not wish to rescind said action, the Ordinance Title will be read for second reading, and a public hearing will be held immediately upon failure of the motion to Rescind.

IV. RECOMMENDED MOTION: I move to rescind the approval on first reading of Ordinance 25-01-CC.

If motion to rescind FAILS, a public hearing will be held, and second motion made:
I move to adopt Ordinance 25-01-CC on second reading.
OR
I move to deny Ordinance 25-01-CC.

Attachments:

1. 2025-01-CC STR Commercial Lodging Units Registration update Ordinance
2. 2024 0709 Destin parcels commercial STRs

ORDINANCE 25-01-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA REQUIRING SHORT-TERM RENTAL REGISTRATIONS FOR RENTALS OF COMMERCIAL LODGING UNITS (INCLUDING BUT NOT LIMITED TO HOTELS, MOTELS, BED AND BREAKFASTS, CONDOTELS, AND SIMILAR FACILITIES) WITHIN THE CITY OF DESTIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DEFINITIONS; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR RESIDENTIAL UNITS AND REGISTRATIONS FOR COMMERCIAL LODGING UNITS; CREATING ARTICLE VI(B) OF CHAPTER 13, "REGISTRATION OF SHORT-TERM RENTALS (COMMERCIAL); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT COMMERCIAL LODGING UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT COMMERCIAL LODGING UNITS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. **AUTHORITY.** The authority for enactment of this Ordinance is Article I, Section I .0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Pan II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has deemed it necessary to amend the existing Code of Ordinances to provide for revisions to the short-term rental registration process to require registration for commercial lodging units and associated regulations; and

WHEREAS, because many of the impacts to the adjacent properties and surrounding community are different in the cases of residential short-term rentals and commercial lodging units, the City Council desires to create separate regulations to address the impacts created by short-term rentals located in residential and commercial areas; and

WHEREAS, the City Council previously adopted a fee associated with the registration of short-term rentals in single-family homes, and desires to authorize a fee or fees for registration of all short-term rentals, which fee(s) shall be set forth in the City's fee resolution and separately approved 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; 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 section three (3) 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 Code of Ordinances that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF CODE OF ORDINANCES CHAPTER 13: Chapter 13 of the Code of Ordinances is hereby amended as follows:

* * *

ARTICLE VI(B) - REGISTRATION OF COMMERCIAL LODING UNITS

* * *

Sec. 13-139. Registration of Commercial Lodging Units Required. - ~~Reserved.~~

(a) ***Definition of Commercial Lodging Unit.*** For purposes of this Article VI(B), a *commercial lodging unit* is an establishment where lodging is provided for compensation other than in dwelling units, including but not limited to hotels, motels, bed and breakfasts and condotels. For purposes of this Article VI(B), a commercial lodging unit is a *short-term rental* if occupancy of a commercial lodging unit is permitted for a period of time between one (1) day to no more than six (6) months. Occasional rental of commercial lodging units for more than six (6) months shall not preclude consideration of the unit as a short-term rental if the ongoing use of the unit includes rental periods of less than six months.

(b) ***Requirement for Registration of Commercial Lodging Unit***. It shall be unlawful within the City of Destin, for any person to allow another person to occupy any commercial lodging unit for one hundred and eighty days or less, or offer such rental services within the City of Destin, unless the unit has been registered with the City of Destin in accordance with the provisions of this Article VI(B).

(i) No registration issued under this article shall be transferred or assigned or used by any entity other than the one to whom it is issued, or at any location other than the one for which it is issued.

(ii) All registrations issued under the provisions of this article shall be valid for no more than one (1) year, and all registrations shall expire on May 1 of each year. Registrations that are not renewed by May 1 of each year may be renewed up to the last business day in June of that year without paying a late renewal fee. Owners who do not renew their registrations before the last business day in June shall pay the appropriate late renewal fee as established, from time to time, by the City Council of the City of Destin.

(c) - ***Fees for registration.***

The City of Destin is authorized and shall charge reasonable fees for registration to compensate for administrative expenses. The fees for registration shall be provided for, from time to time, by resolution

adopted by the City Council of the City of Destin. If a property owner fails to register their short-term rental in a timely manner, fines will be imposed consistent with the schedule of fees as amended. If a property owner fails to register their short-term rental unit within 90 days of receipt of the notice to register, the property owner is subject to code compliance proceedings.

(d) *Formal application required.*

(i) Every property owner of one or more commercial lodging unit(s) required to procure a registration under the provisions of this article Applications for registration shall set forth and/or include at a minimum:

a. Address, unit number(s), name of the establishment housing one or more commercial lodging units offered for short-term rental;
b. Name, address, and emergency contact phone number of responsible party for said establishment containing one or more commercial lodging unit(s), which shall be a twenty-four-hour, seven (7) days a week contact number;
c. That the phone number for the responsible party will be answered twenty-four (24) hours a day, seven (7) days a week by a party with authority to address or coordinate problems associated with the commercial lodging unit;
d. Acknowledgements by owner of the following:
    1. That all vehicles must be parked in city approved parking space for the commercial lodging unit and clear of all grassy areas and sidewalk sections for pedestrian traffic pursuant to City of Destin Code of Ordinances, Section 19, Traffic and Motor Vehicles;
    2. That it shall be unlawful to allow or make any noise or sound which exceed the limits set forth in Chapter 14, Art. 2;

(ii) It shall be unlawful for any person to give any false or misleading information in connection with the application for registration required by this article.

(iii)The city manager or city manager's designee shall issue a registration to the applicant upon proof of the following:

a. The owner and/or responsible party completes the City of Destin registration application form;
b. The registration fee has been paid to the City of Destin; and
c. Incomplete registration applications are unacceptable and requested registration shall not issue.

(e) - *Responsible party required.*

(i) Whenever any property is required to be registered under this article, the owner shall appoint a person to serve as the local responsible party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner. The owner shall notify the city manager or city manager's designee in writing of the appointment within five (5) days of being required to make such appointment, and shall thereafter notify the city manager or city manager's designee of any change of responsible party within fifteen (15) days of such change. Further, it is hereby made the affirmative duty of the responsible party to:

(a) Inform all residents prior to occupancy of the unit of applicable City of Destin Ordinances and any applicable rules of the establishment containing commercial lodging unit(s) concerning noise and vehicle parking.
    1. Information shall include, but not be limited to, the following:
        i. It is unlawful to allow or make any noise or sound which exceed the limits set forth in Chapter 14, Article 2;
        ii. All requirements applicable to the commercial lodging unit for parking and enforcement.
        iii. A list of safety information including safety procedures for any amenities including any pool, spa, fitness facility, playground, or other amenity at the property.
        iv. A list of contact numbers for public safety, including but not limited to the local responsible party, sheriff's office, and city code compliance office.
(b) See that the provisions of this article are complied with and promptly address any violations of this article or any violations of law, which may come to the attention of the responsible party;
(c) Be available with authority to address or coordinate problems with the rental of the unit twenty-four (24) hours a day, seven (7) days a week.

(ii) Whenever a violation of this article occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the city manager or city manager's designee. The city manager or designee shall record properly such complaint, investigate, and take action thereon in accordance with sections 14-71—14-85, City of Destin Code of Ordinances.

(iii) The city manager or city manager's designee shall, in connection with their duties imposed by law, diligently enforce the provisions of this article.

(iv) Any registration issued pursuant to this article may be denied, revoked, or suspended by the city for the violation by the owner of this article, any City of Destin Ordinance, or state law. Such denial, revocation or suspension is in addition to any penalty provided herein. Additionally, the provisions of this Article may be enforced by Chapter 14 of this Code, or by any legal or equitable means available to the City of Destin.

* * *

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may he 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. SE\'ERABILITY. 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 its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2025.

_____

By: Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only:

_____

Kimberly Romano Kopp, City Attorney

07/09/2024 Destin Parcel Summary

Count of Heated SQ Range	Column Labels				
Row Labels	0-1499 sq ft	1500-2499 sq ft	2500-4999 sq ft	5000+ sq ft	Grand Total
Commercial Condo	119	27	14	1	161
Condo	4706	1432	286	4	6428
Condo - Hotel	20				20
Condo-Timeshare	313	88			401
Homesteaded Condo	323	212	54		589
Homesteaded Residence	764	1466	651	60	2941
Hotels and Motels			1	15	16
Non-Residential	1420	98	119	205	1842
Residence	1283	1494	888	123	3788
Grand Total	8948	4817	2013	408	16186

Commercial STR Fees - Sample Option	**1400 sqft @$0.30/sqft**	**2000 sqft @$0.30/sqft**	**3000 sqft @$0.30/sqft**	**5000 sqft @$0.30/sqft**	**TOTAL**
Commercial STR (count x 70%)	316	81	11	11	419
Fee	$ 420	$ 600	$ 900	$ 2,500	
Revenue	**$ 132,720**	**$ 48,600**	**$ 9,900**	**$ 27,500**	**$ 218,720**

ITEM # 2025-253

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: March 3, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.F.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Daniel Butler, Principal Planner
Steve O'Connor, Deputy Community Development Director

DATE: February 21, 2025

SUBJECT: Matt Taylor of AtkinsRealis, on behalf of the City of Destin, is requesting approval of a Major Development Order application (DEV-001449-2024) & a Major Subdivision (SUB-001448-2024) application. This project includes the subdivision of the parcels herein to establish City Right-of-Way (ROW) and associated recreationally zoned parcels, as well as construction of a road connecting Legion Drive to Azalea & Benning Drive, and the associated site infrastructure. The subject project is located at 700 Legion Drive, 215-217 Beach Drive, 209 Beach Drive, 601-611 Sandalwood Drive, and unaddressed parcel fronting Benning Drive (Parcel IDs: 00-2S-22-2335-0000-0130, 00-2S-22-3083-000B-0180, 00-2S-22-3083-000B-0170, 00-2S-22-0000-0009-0000, 00-2S-22-2167-0000-0300, 00-2S-22-2167-0000-0310, 00-2S-22-2167-0000-0280, 00-2S-22-2167-0000-0320, 00-2S-22-2167-0000-029A, 00-2S-22-2167-0000-0330, 00-2S-22-2167-0000-0270, 00-2S-22-2167-0000-0340, 00-2S-22-2167-0000-0260, 00-2S-22-2167-0000-0250, & 00-2S-22-5555-0000-0020).

I. BACKGROUND: Matt Taylor of AtkinsRealis, on behalf of the City of Destin, is requesting approval of a Major Development Order application (DEV-001449-2024) & a Major Subdivision (SUB-001448-2024) application. This project includes the subdivision of the parcels herein to establish City Right-of-Way (ROW) and associated parcels (to be rezoned at a later date), as well as construction of a road connecting Legion Drive to Azalea & Benning Drive, and the associated site infrastructure. The subject project is located at 700 Legion Drive, 215-217 Beach Drive, 209 Beach Drive, 601-611 Sandalwood Drive, and unaddressed parcel fronting Benning Drive (Parcel IDs: 00-2S-22-2335-0000-0130, 00-2S-22-3083-000B-0180, 00-2S-22-3083-000B-0170, 00-2S-22-0000-0009-0000, 00-2S-22-2167-0000-0300, 00-2S-22-2167-0000-0310, 00-2S-22-2167-0000-0280, 00-2S-22-2167-0000-0320, 00-2S-22-2167-0000-029A, 00-2S-22-2167-0000-0330, 00-2S-22-2167-0000-0270, 00-2S-22-2167-0000-0340, 00-2S-22-2167-0000-0260, 00-2S-22-2167-0000-0250, & 00-2S-22-5555-0000-0020).

II. DISCUSSION: COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE
The subject properties are within the **Medium Density Residential – Village (MDR-V) and Low Density Residential – Village (LDR-V)** zoning district. Also, the properties have a Future Land Use Map Designation of **Medium Density Residential – Village (MDR-V)** and **Low Density Residential – Village (LDR-V).** The proposed project is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements. However, the properties will go through a FLUM and Rezone amendments in the near future.

LAND USE
The proposed project is the establishment of Right-of-Way (ROW) so that a new road can be constructed; therefore, there is no 'use' associated with this project. The scope of work proposed is permitted within the zoning district in which it is located.

DENSITY
There is no density and/or intensity proposed as part of this project.

HEIGHT
There are no structures proposed as part of this project; therefore, height is not applicable.

SETBACKS
There are no structures proposed as part of this project; therefore, setbacks are not applicable.

OPEN SPACE
Aside from the Right-of-Way establishment for the future road, the adjacent parcels will be vacant, vegetated, and utilized for stormwater maintenance.

PLATTING
This project is currently proposing Preliminary Plat approval, to be reviewed concurrently with the Development Order.

AIRPORT PROTECTION
As proposed, this project is not affected by nor affects the Destin Executive Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

> **NOTE:** If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS
There are no trips being generated as part of this project. The future road will facilitate existing trips on the network.

RIGHT-OF-WAY DEDICATION
The project does include Public Right-of-Way dedication.

INGRESS/EGRESS
The future road will connect Legion Drive to Azalea & Benning Drive. As designed, it could also be accessible via Beach Drive.

PEDESTRIAN NETWORK
The project provides a complete pedestrian network as required in ***LDC 8.09.03.A(6)***.

PARKING
There is no parking associated with this project, as the scope only consists of a future roadway.

UTILITIES
All utilities are required to be undergrounded.

STORMWATER
The City Manager's Stormwater designee approved the stormwater plan on December 6, 2024.

REFUSE COLLECTION
Refuse collection is not applicable as part of this project, as no waste will be generated.

WHITE SANDS ZONE
The proposed project site is not located within any White Sand Zones.

LANDSCAPING*

Front perimeter/common boundary:	Not applicable
Interior parking landscape:	Not applicable
Buffer zone:	Provided
Preservation and restoration:	
Reforestation trees required:	76
Protected trees to be removed/replaced:	0
Preserved tree credits:	0
Required parking trees:	0
Required street trees:	0

Total required trees: 76
Total trees provided: 300

***Modification/alteration to any approved species of trees or shrubs shall be reviewed and approved by the Community Development Director or their designee prior to installation. A Development Order (DO) Deviation may be required if the proposed changes do not substantially meet the originally approved landscape plan.**

SIGNS
No signs are being proposed with these applications.

IMPACT FEES
There is no gross floor area and/or 'uses' proposed as part of this project. Therefore, there are no estimated impact fees at this time.

OTHER FEES
None

PUBLIC COMMENTS
Staff have not received any written comments on this project from the public. Staff fielded a few phone calls inquiring for additional information; however, those phone calls seemed supportive once understood.

A. Link to Strategic Goals / Objectives: 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

B. Effect on Budget (EOB): The project has already been budgeted for by the City.

C. Level of Service (LOS): There are no trips being generated as part of this project. The future road will facilitate existing trips on the network, therefore improving the nearby level of service.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Matt Taylor of AtkinsRealis, on behalf of the City of Destin, is requesting approval of a Major Development Order application (DEV-001449-2024) & a Major Subdivision (SUB-001448-2024) application. This project includes the subdivision of the parcels herein to establish City Right-of-Way (ROW) and associated parcels (to be rezoned at a later date), as well as construction of a road connecting Legion Drive to Azalea & Benning Drive, and the associated site infrastructure. The subject project is located at 700 Legion Drive, 215-217 Beach Drive, 209 Beach Drive, 601-611 Sandalwood Drive, and unaddressed parcel fronting Benning Drive (Parcel IDs: 00-2S-22-2335-0000-0130, 00-2S-22-3083-000B-0180, 00-2S-22-3083-000B-0170, 00-2S-22-0000-0009-0000, 00-2S-22-2167-0000-0300, 00-2S-22-2167-0000-0310, 00-2S-22-2167-0000-0280, 00-2S-22-2167-0000-0320, 00-2S-22-2167-0000-029A, 00-2S-22-2167-0000-0330, 00-2S-22-2167-0000-0270, 00-2S-22-2167-0000-0340, 00-2S-22-2167-0000-0260, 00-2S-22-2167-0000-0250, & 00-2S-22-5555-0000-0020).

IV. RECOMMENDED MOTION: I move that the City Council approve Destin Crosstown Connector, a Major Development Order and Major Subdivision, as presented.

ALTERNATIVE MOTION:
I move that the City Council approve with conditions/approve with modifications/deny Destin Crosstown Connector, a Major Development Order and Major Subdivision, as presented.

Attachments:

1. A. Crosstown Connector Civil Set
2. B. Crosstown Connector Signage Set
3. C. Crosstown Connector Lighting

Plan
4. D. Crosstown Connector Landscape Plan
5. E. Crosstown Connector Preliminary Plat
6. F. DO-25-05 - Destin Crosstown Connector
7. 601 Sandalwood Dr_combined-2024-11-18_v1
8. 602 Sandalwood Drive Original owners policy, recorded warranty deed and Bill of Sale-2024-11-18_v1
9. 603 Sandalwood Dr_combined-2024-11-18_v1
10. 604 Sandalwood Original Owner's Policy, Warranty Deed, & Bill of Sale-2024-11-18_v1
11. 605 Sandalwood Original Recorded Warranty Deed and Owners Title Policy-2024-11-18_v1
12. 606 Sandalwood Original Recorded Warranty Deed and Owners Title Policy-2024-11-18_v1
13. 607 Sandalwood Dr_combined-2024-11-18_v1
14. 608 Sandalwood Dr_combined-2024-11-18_v1
15. 609 Sandalwood Original Owner's Policy, Warranty Deed & Bill of Sale-2024-11-18_v1
16. 611 Sandalwood Drive-2024-11-18_v1
17. 700 Legion LETTER,

FEDEX, POLICY DEED & BOS TO CITY-2024-11-18_v1

18. Beach Dr - 215 Beach Drive-2024-11-18_v1
19. Beach Dr - 217 Beach Drive-2024-11-18_v1
20. Campgrounds _ 209 Beach Drive-2024-11-18_v1
21. Winton _ Letter to Buyer, Owners Policy & Deed-2024-11-18_v1

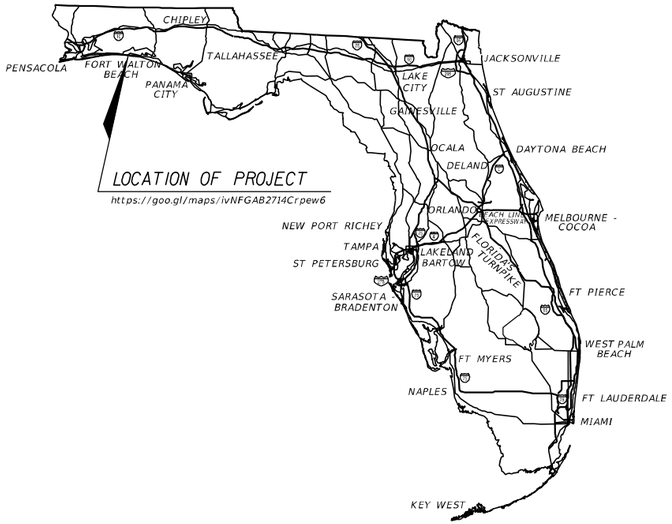
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
LIGHTING PLANS
LANDSCAPE PLANS

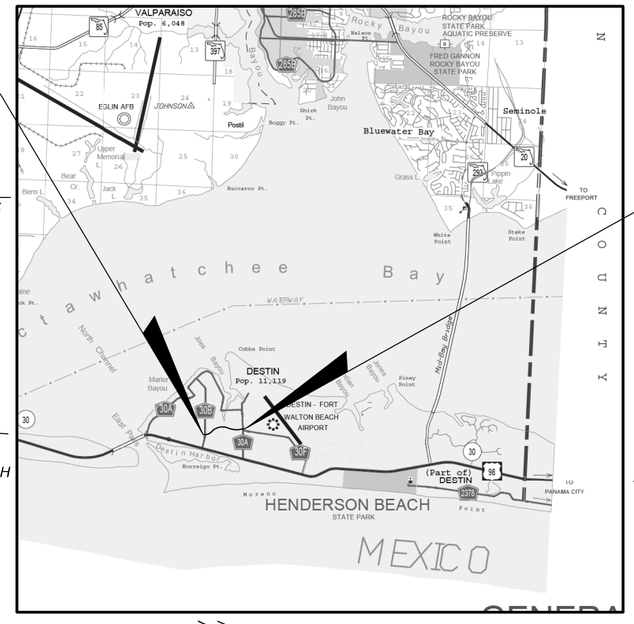
INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	DRAINAGE MAP
5-14	TYPICAL SECTIONS
15-16	SUMMARY OF DRAINAGE STRUCTURES
17	PROJECT LAYOUT
18	GENERAL NOTES
19-27	PLAN & PROFILE SHEETS
28-29	SPECIAL PROFILES
30-31	BACK OF SIDEWALK PROFILES
32-33	INTERSECTION DETAILS
34-50	DRAINAGE STRUCTURES
51-53	POND DETAIL
54-56	POND CROSS SECTIONS
57-61	STORMWATER CHAMBERS SECTIONS
62	DRAINAGE DETAILS
63	CROSS SECTION PATTERN LAYOUT
64-65	ROADWAY SOIL PROFILES
66	BORING LOCATION PLAN
67-92	CROSS SECTIONS
93-94	STORMWATER POLLUTION PREVENTION PLAN
95-96	EROSION AND SEDIMENT CONTROL PLAN
97-122	TEMPORARY TRAFFIC CONTROL PLAN
123-131	UTILITY ADJUSTMENTS
SQ-1 - SQ-17	SUMMARY OF QUANTITIES
ADS 1 - ADS 7*	ADS CHAMBER SYSTEM

R-23-W / R-22-W

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 26+36.00

T-1-S
T-2-S



N.T.S.

END PROJECT
END CONSTRUCTION
STA. 48+47.14

T-1-S
T-2-S

TO FORT WALTON BEACH

TO PANAMA CITY

R-23-W / R-22-W

PHASE IV (100%) SUBMITTAL
NOVEMBER 2024

ROADWAY PLANS ENGINEER OF RECORD:

EDWIN J. RAMOS, P.E.
P.E. NO.: 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

PROJECT MANAGER:

JOE D. BODI

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

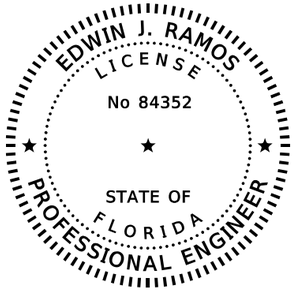
Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JANUARY 2022 FDOT STANDARD SPECIFICATIONS.

* This sheet is included in the Index of Roadway Plans only to indicate that it is part of the Roadway Plans. This sheet is contained in a separate digitally signed and sealed document.

SHEET NO.
1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

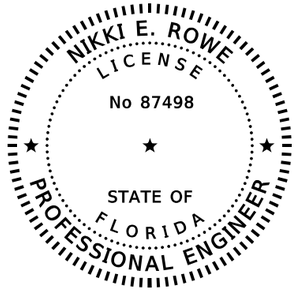
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
EDWIN J. RAMOS, P.E. NO. 84352

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
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123-131	UTILITY ADJUSTMENTS
SQ-1 - SQ-3; SQ-6 - SQ-17	SUMMARY OF QUANTITIES



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

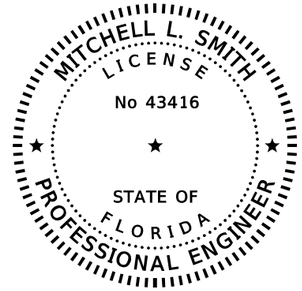
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ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
NIKKI E. ROWE, P.E. NO. 87498

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
4	DRAINAGE MAP
15-16	SUMMARY OF DRAINAGE STRUCTURES
34-50	DRAINAGE STRUCTURES
51-53	POND DETAIL
54-61	POND CROSS SECTIONS
62	DRAINAGE DETAILS
93-94	STORMWATER POLLUTION PREVENTION PLAN
95-96	EROSION AND SEDIMENT CONTROL PLAN
SQ-4 - SQ-5	SUMMARY OF QUANTITIES



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

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TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FL 32502
MITCHELL L. SMITH, P.E. NO. 43416

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
64-65	ROADWAY SOIL PROFILES
66	BORING LOCATION PLAN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNATURE SHEET

SHEET NO. 2

SUMMARY OF ROADWAY

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0101-1	MOBILIZATION	LS	1.0
0102- 1	MAINTENANCE OF TRAFFFIC	LS	1.0
0102-2-200	SPECIAL DETOUR - TEMPORARY PAVEMENT	LS/SY	2,914.0
0102-2-300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS/CY	44.0
0102-4	PEDESTRIAN SPECIAL DETOUR	LS/SY	350.0
0102-60	WORK ZONE SIGN	ED	26,790.0
0102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF	1,188.0
0102-71-15	TEMPORARY BARRIER, F&I, TYPE K	LF	368.0
0102-74-1	CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD	ED	43,465.0
0102-89-1	TEMPORARY CRASH CUSHION	EA	2.0
0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	1,641.0
0102-115	TYPE III BARRICADE	ED	3,376.0
0104- 10- 3	SEDIMENT BARRIER	LF	4,794.0
0104-18	INLET PROTECTION SYSTEM	EA	9.0
0107-1	LITTER REMOVAL	AC	78.7
0107-2	MOWING	AC	39.7
0110-1-1	CLEARING AND GRUBBING	LS/AC	10.220
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	2,400.0
0110-7	MAILBOX, F&I SINGLE	EA	11.0
0120-1	REGULAR EXCAVATION	CY	9,778.0
0120-6	EMBANKMENT	CY	5,283.0
0160-4	TYPE B STABILIZATION	SY	13,378.0
0285-706	OPTIONAL BASE, BASE GROUP 06	SY	10,314.0
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	1,601.0
0334 1 12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	850.9
0337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	983.0
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	303.7
0400-0-11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	12.1
0425 1 201	INLETS, CURB, TYPE P-9, <10'	EA	2.0
0425 1 311	INLETS, CURB, TYPE P-1, <10'	EA	22.0
0425 1 321	INLETS, CURB, TYPE P-2, <10'	EA	4.0
0425 1 351	INLETS, CURB, TYPE P-5, <10'	EA	16.0
0425 1 361	INLETS, CURB, TYPE P-6, <10'	EA	2.0
0425 1 521	INLETS, DT BOT, TYPE C,<10'	EA	4.0
0425 1 711	INLETS, GUTTER, TYPE V, <10'	EA	1.0
0425 1 910	INLETS, CLOSED FLUME	EA	2.0
0425 2 61	MANHOLES, P-8, <10'	EA	3.0
0425 2 62	MANHOLES, P-8, >10'	EA	2.0
0430 174 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	3,575.0
0430 174 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	711.0
0430 982 125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	1.0
0430 982 129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	1.0
0515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	115.0
0520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	2,994.0
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	5,788.0
0520-2-2	CONCRETE CURB, TYPE B	LF	142.0
0520-2- 4	CONCRETE CURB, TYPE D	LF	226.0
0520-2-8	CONCRETE CURB, TYPE RA	LF	302.0
0520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL - VARIABLE WIDTH	SY	158.0
0522-1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	642.0
0522-2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	6,409.0
0527- 2-	DETECTABLE WARNINGS	SF	536.0
0530 3 4	RIPRAP - RUBBLE, F&I, DITCH LINING	TN	50.9

SUMMARY OF ROADWAY

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0530 74	BEDDING STONE	TN	18.3
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	2.269
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	56.0
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	2.429

SUMMARY OF SIGNING

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	38.0
0700-1-12	SINGLE POST SIGN, F&I, 12-20 SF	AS	2.0
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	3.0
0700-1-60	SINGLE POST SIGN, REMOVE	AS	14.0
0700-2-60	MULTI-POST SIGN, REMOVE	AS	2.0
0705-10-1	OBJECT MARKER, TYPE 1	EA	2.0
0705-10-4	OBJECT MARKER, TYPE 4	EA	3.0
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118.0
0710-90	PAINTED PAVEMENT MARKING, FINAL SURFACE	LS	1.0
0711- 11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	721.0
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	115.0
0711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	0.057
0711-11-144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED GUIDELINE EXTENSION LINE, 12" FOR ROUNDABOUT	GM	0.025
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	4.0
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6.0
0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL AND CHEVRON	LF	64.0
0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	548.0
0711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	5.0
0711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	5.0
0711- 16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6	GM	1.210
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	1.341
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.022

SUMMARY OF LIGHTING

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	5,600.0
0639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	2.0
0639-2-1	ELECTRIC SERVICE WIRE, FURNISH & INSTALL	LF	600.0
0715-1-11	LIGHTING CONDUCTORS, F&I, INSULATED	LF	16,800.0
0715-4-215	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION)	EA	64.0
0715-5-31	LUMINAIRE & BRACKET ARM	EA	65.0
0715-500-1	LIGHT POLE CABLE DISTRIBUTION SYSTEM	EA	64.0

SUMMARY OF LANDSCAPE

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0570-1-2	PERFORMANCE TURF, SOD	SY	22,793.0
0580-1-1	LANDSCAPE COMPLETE - SMALL PLANTS	LS	1.0
0580-1-2	LANDSCAPE COMPLETE - LARGE PLANTS	LS	1.0
0590-70	IRRIGATION SYSTEM	LS	1.0

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF PAY ITEMS

SHEET NO. 3

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DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES. THIS SHEET IS IN THE PLANS FOR DOCUMENTATION AND TO ASSIST CONSTRUCTION PERSONNEL WITH DRAINAGE CONCERNS.

BEGIN PROJECT
BEGIN CONSTRUCTION
BEGIN PGL
STA. 26+36.00

END PROJECT
END CONSTRUCTION
STA. 48+47.14

END PGL
STA. 48+36.00

EXIST. GROUND LINE
@ ℄ CONST. CONNECTOR

PROFILE GRADE

SCALE: 1"= 200' Horizontal
1"= 5' Vertical

DRAINAGE BASIN POND 1
3.85 ACRES

END CONSTRUCTION
STA. 157+00.00
℄ CONST. BENNING DR.

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 26+36.00
℄ CONST. CONNECTOR

BEGIN CONSTRUCTION
STA. 153+94.00
℄ CONST. BENNING DR.

BEGIN CONSTRUCTION
STA. 450+44.42
℄ CONST. ANNA ST.

AZALEA DRIVE

BENNING DRIVE

LEGION DRIVE

BEACH DRIVE

POND 1

POND C

POND A&B

STORM WATER CHAMBER

DRAINAGE BASIN POND A&B
0.39 ACRES

DRAINAGE BASIN POND C
0.29 ACRES

DRAINAGE BASIN POND 2
6.18 ACRES

END MILLING & RESURFACING
END CONSTRUCTION
STA. 551+70.51
℄ CONST. SANDALWOOD DR.

BEGIN MILLING & RESURFACING
STA. 550+76.06
℄ CONST. SANDALWOOD DR.

END CONSTRUCTION
STA. 352+33.41
℄ CONST. SANDALWOOD CT.

END CONSTRUCTION
STA. 257+21.51
℄ CONST. BEACH DR.

BEGIN CONSTRUCTION
STA. 252+30.00
℄ CONST. BEACH DR.

END CONSTRUCTION
END PROJECT
STA. 48+47.14
℄ CONST. CONNECTOR

0 50 200
Feet

N

EXISTING DRAINAGE STRUCTURES:

1. DBI
W INV. = 12" RCP 17.69
2. DBI
E INV. = 24" HDPE 14.25
3. DBI
E INV. = 24" HDPE 14.24
4. DBI
W INV. = 24" HDPE 14.14
S INV. = 24" HDPE 14.10
5. DBI
W INV. = 24" HDPE 14.05
N INV. = 24" HDPE 14.03
6. DBI
S INV. = 12" RCP
7. DBI
N INV. = 24" HDPE
8. DBI
S INV = 24" HDPE
9. DBI
N INV = 24" HDPE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

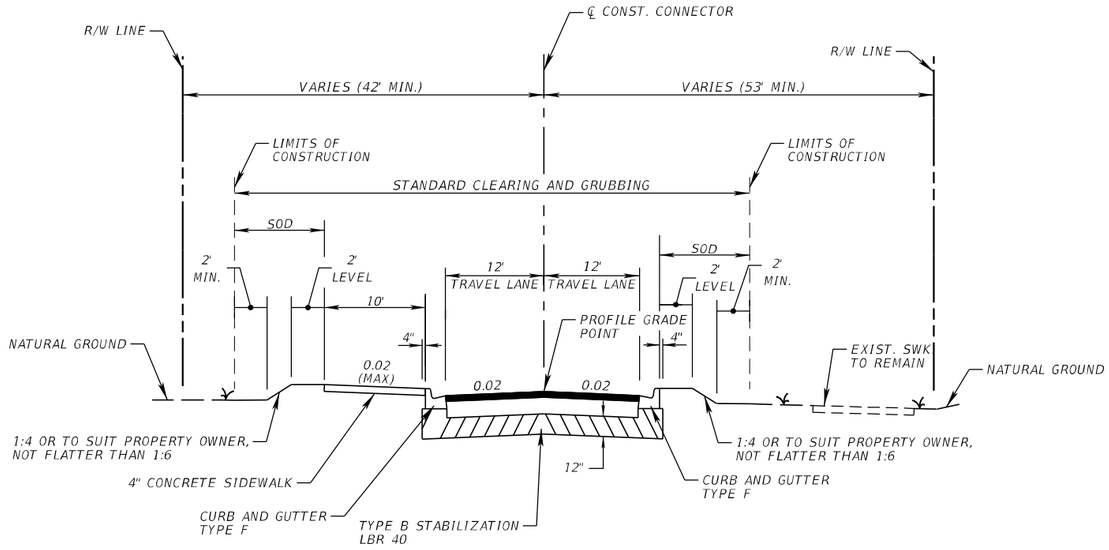
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE MAP

SHEET NO. 4

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TYPICAL SECTION (1)

EXISTING AZALEA DR ROW

STA. 26+36.00 TO STA. 30+39.54 (CONNECTOR AT AZALEA DR.)

TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

DESTIN CROSS TOWN (AZALEA DR.) CONNECTOR TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 4,300
ESTIMATED OPENING YEAR = 2023 AADT = 5,400
ESTIMATED DESIGN YEAR = 2043 AADT = 6,500
K = 9% D = 65.9% T = 4.4% (24 HOUR)
DESIGN HOUR T = 2.2%
DESIGN SPEED = 35 MPH

** CONTRACTOR MAY SUBSTITUTE FULL DEPTH ASPHALT IN LIEU OF BASE AT NO ADDITIONAL COST TO THE CITY TO FACILITATE CONSTRUCTION AT ROADWAY CONNECTIONS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

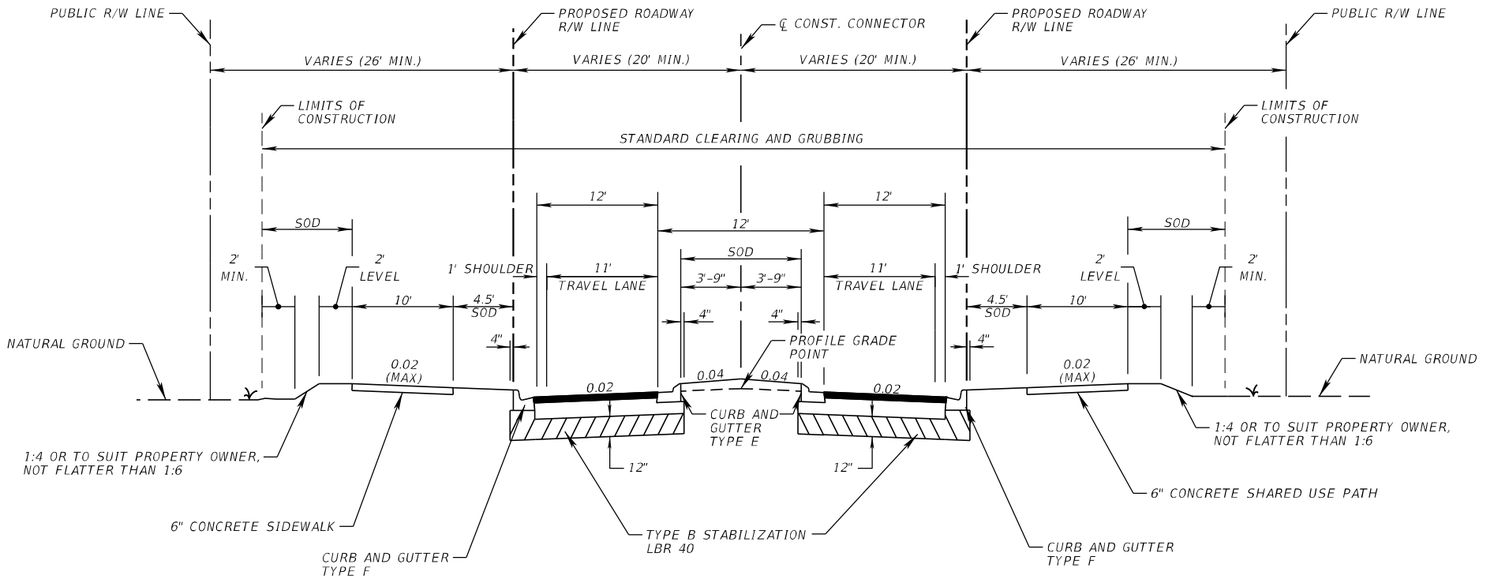
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 5

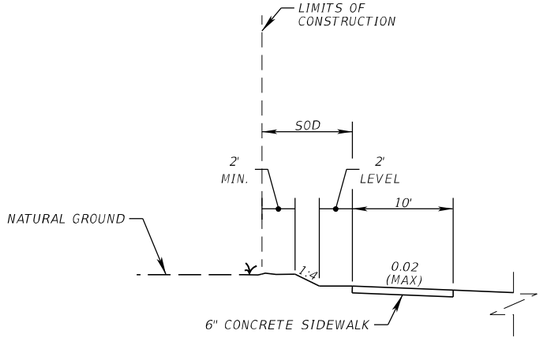
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TYPICAL SECTION (2)

NEW AZALEA DR

STA. 30+39.54 TO STA. 35+00.00 (CONNECTOR)



SLOPE DETAIL (1:4 SLOPE)

STA. 32+90.00 TO 33+40.00 (LT)

TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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482 SOUTH KELLER ROAD
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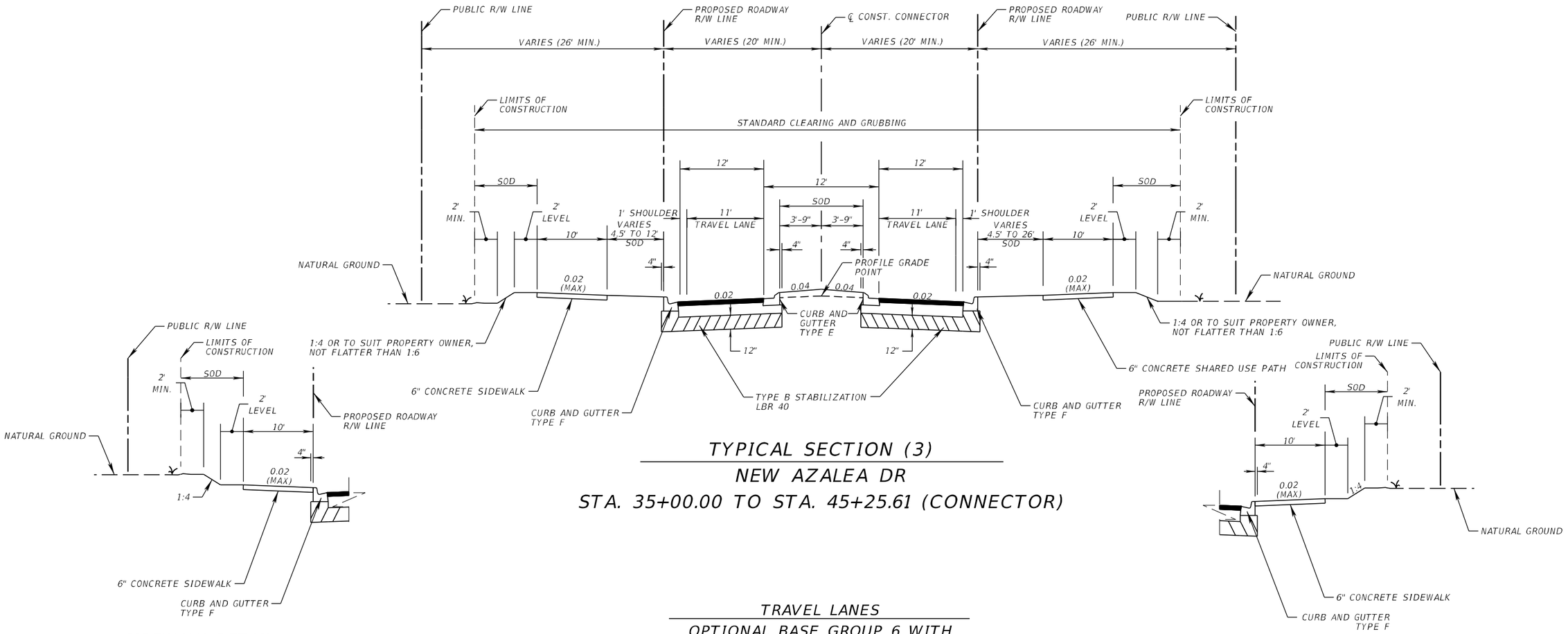
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 6

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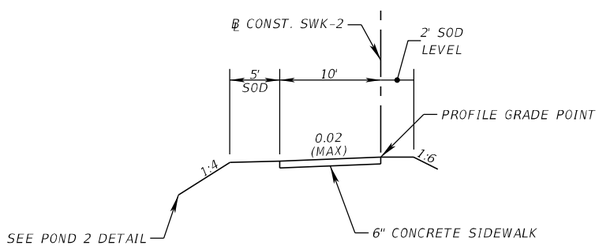
TYPICAL SECTION (3)
NEW AZALEA DR
STA. 35+00.00 TO STA. 45+25.61 (CONNECTOR)

SIDEWALK DETAIL
STA. 43+90.00 TO 44+30.00 (LT)

TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

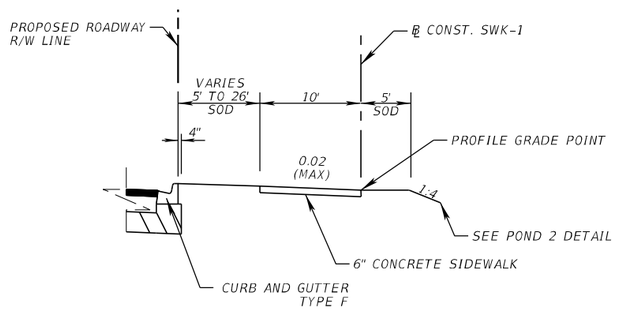
TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



NOTE: PLAN VIEW OF ℄ CONST. SWK-2 CAN BE FOUND ON POND 2 DETAIL SHEET.

CONCRETE SHARED USE PATH
STA. 0+00.00 TO STA. 9+10.69

SIDEWALK DETAIL
STA. 35+67.80 TO 36+24.20 (RT)



SIDEWALK DETAIL
STA. 37+94.42 TO 42+25.61 (RT)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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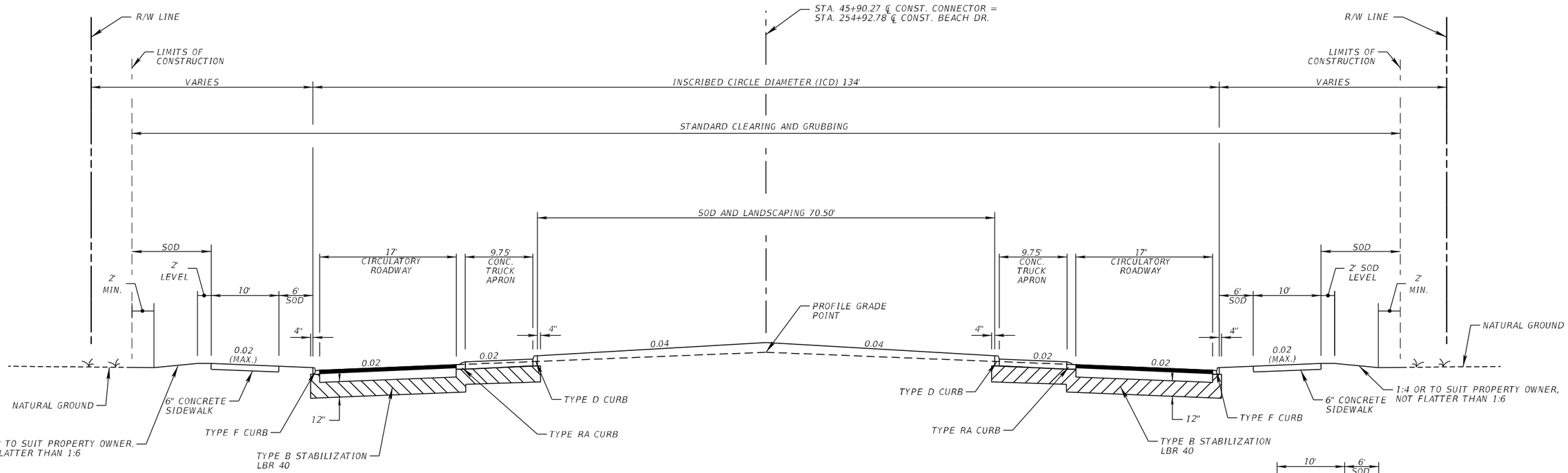
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 7

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TYPICAL SECTION (4)
STA. 45+90.27 (CONNECTOR)
STA. 254+92.78 (BEACH)

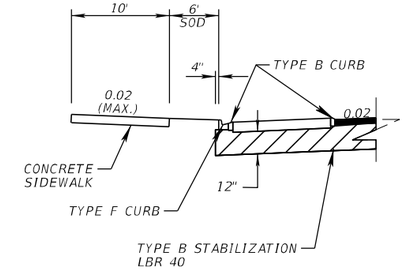
BEACH DR. TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 5,100
ESTIMATED OPENING YEAR = 2023 AADT = 6,300
ESTIMATED DESIGN YEAR = 2043 AADT = 7,550
K = 9% D = 64.5% T = 5.6% (24 HOUR)
DESIGN HOUR T = 2.8 %
DESIGN SPEED = 35 MPH

CONNECTOR TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

CIRCULATORY ROADWAY
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



OUTSIDE TRUCK APRON

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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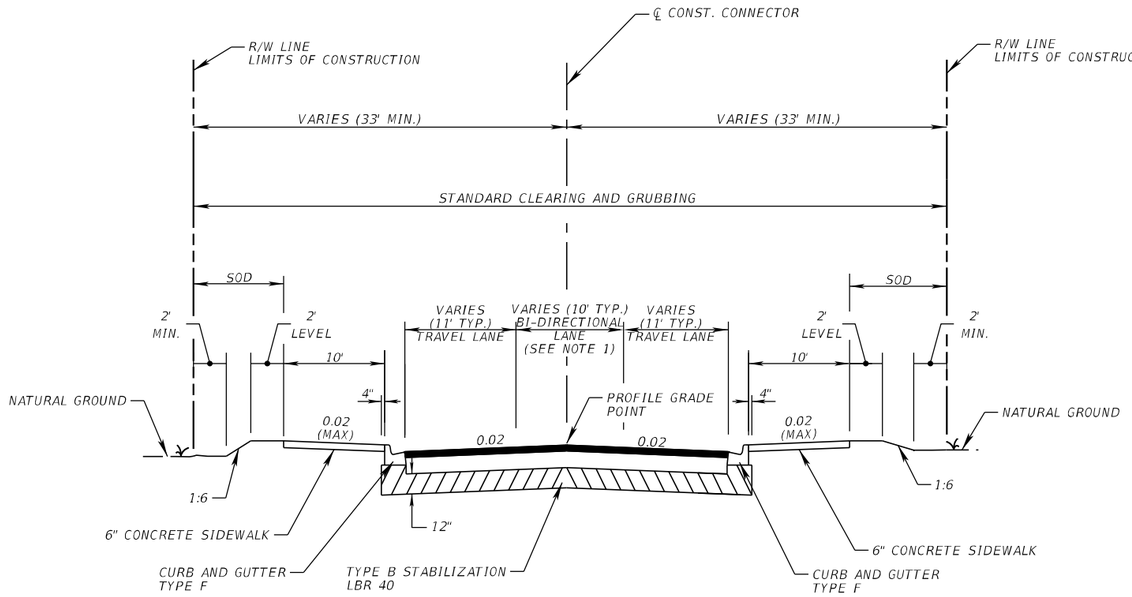
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 8

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TYPICAL SECTION (5)

STA. 46+57.69 TO STA. 48+36.00 (CONNECTOR AT LEGION DR.)

TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

NOTES:

1. SEE ROADWAY PLANS/PROFILE SHEETS FOR CONCRETE TRAFFIC SEPARATOR TYPE I OPTION II LIMITS.

DESTIN CROSS TOWN (LEGION DR.) CONNECTOR TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 8,000
ESTIMATED OPENING YEAR = 2023 AADT = 8,500
ESTIMATED DESIGN YEAR = 2043 AADT = 10,200
K = 9% D = 52.0% T = 2.7% (24 HOUR)
DESIGN HOUR T = %
DESIGN SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

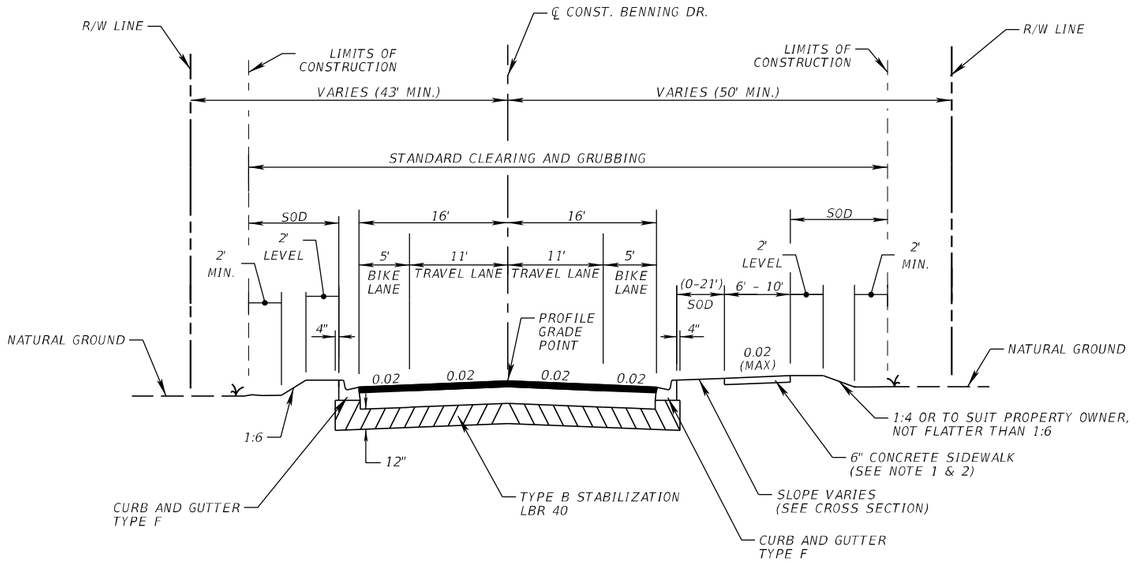
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 9

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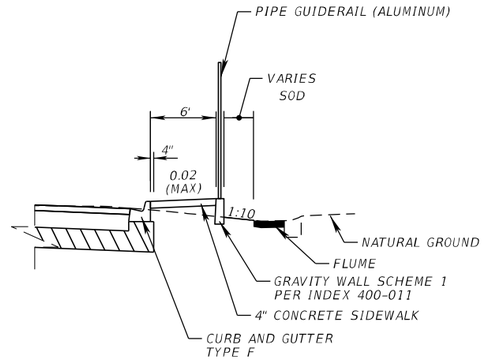


TYPICAL SECTION (6)

STA. 153+94.00 TO STA. 157+00.00 (BENNING DRIVE)

NOTES:

1. SIDEWALK TRANSITION FROM 0.02 TO -0.02 BETWEEN STA. 155+95.53 TO STA. 156+40.53 (RT) & BETWEEN STA. 157+50.42 TO STA. 157+72.57 (RT)
2. USE 4" CONCRETE AT ALL 6' WIDE SIDEWALK LOCATIONS.



GRAVITY WALL DETAIL

STA. 153+90.05 TO STA. 154+33.13 (RT)

TRAVEL AND BIKE LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

EXISTING TRAVEL LANES

STA. 151+40.00 TO STA. 153+94.00

STA. 157+00.00 TO STA. 158+60.00

MILL EXISTING ASPHALT PAVEMENT (1 ½" DEPTH)

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

BENNING DR. TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,800
ESTIMATED OPENING YEAR = 2023 AADT = 4,000
ESTIMATED DESIGN YEAR = 2043 AADT = 4,800
K = 9% D = 59.8% T = 5.6% (24 HOUR)
DESIGN HOUR T = %
DESIGN SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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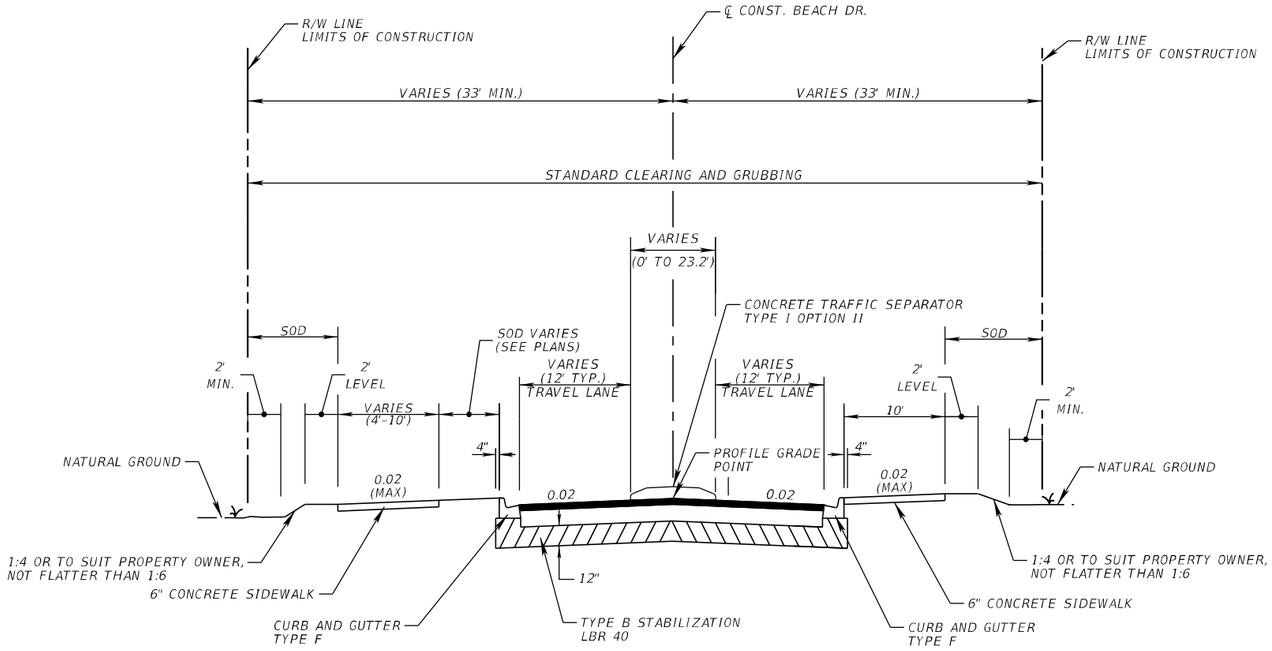
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 10

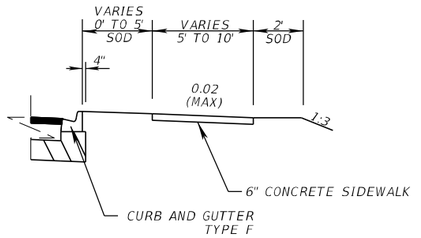
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TYPICAL SECTION (7)

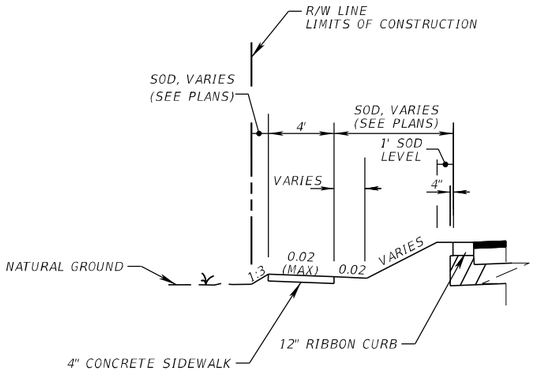
STA. 252+30.00 TO STA. 254+27.11 (BEACH DRIVE)

STA. 255+58.44 TO STA. 257+21.51 (BEACH DRIVE)



SIDEWALK DETAIL

STA. 256+95.53 TO STA. 257+21.51 (RT)



SIDEWALK WITH RIBBON CURB DETAIL

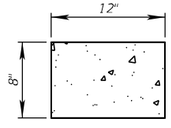
STA. 255+87.61 TO STA. 257+20.00 (LT)

BEACH DR. TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 5,100
ESTIMATED OPENING YEAR = 2023 AADT = 6,300
ESTIMATED DESIGN YEAR = 2043 AADT = 7,550
K = 9% D = 64.5% T = 5.6% (24 HOUR)
DESIGN HOUR T = 2.8 %
DESIGN SPEED = 35 MPH

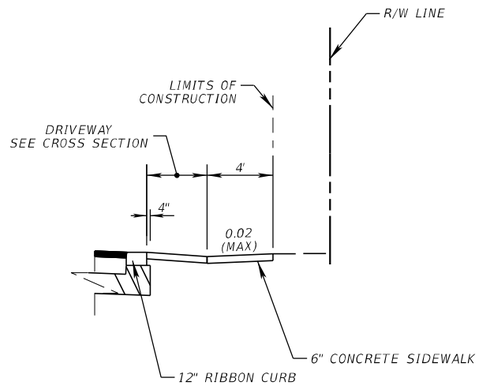
TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



CONCRETE RIBBON CURB DETAIL

N.T.S.



SIDEWALK WITH RIBBON CURB DETAIL

STA. 252+30.00 TO STA. 253+81.49 (RT)

REVISIONS			
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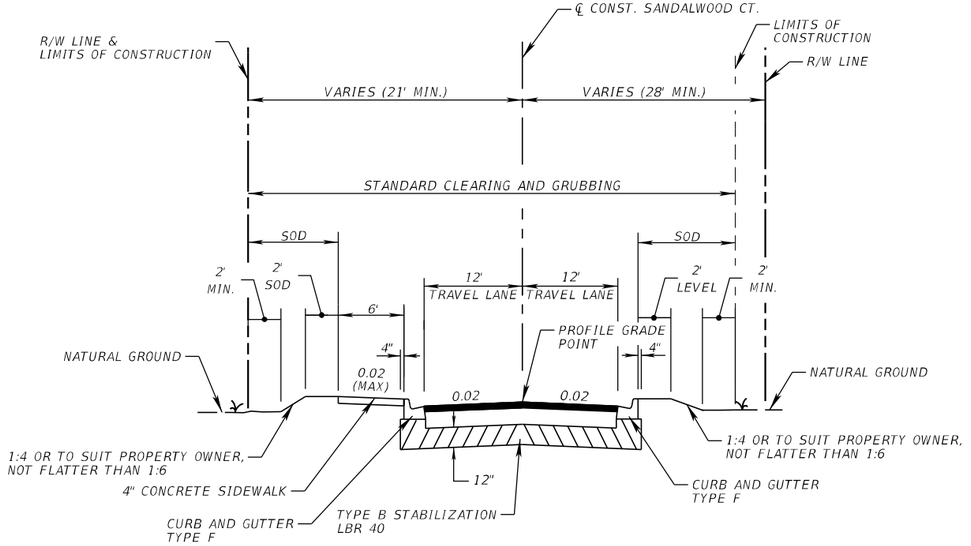
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 11

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TYPICAL SECTION (8)

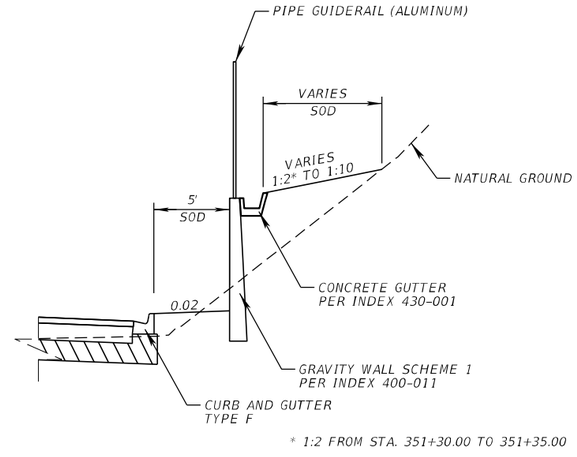
STA. 350+18.00 TO STA. STA. 352+33.41 (SANDALWOOD CT.)

TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



* 1:2 FROM STA. 351+30.00 TO 351+35.00

GRAVITY WALL DETAIL

STA. 351+30.00 TO STA. 352+00.00 (RT)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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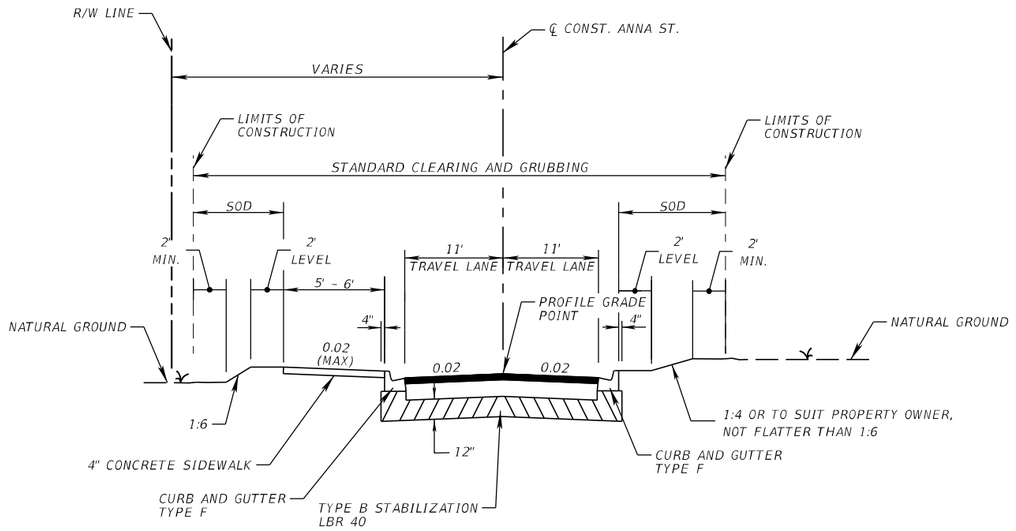
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 12

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TYPICAL SECTION (9)

STA. 450+44.42 TO STA. 451+36.33 (ANNA ST.)

TRAVEL LANES

OPTIONAL BASE GROUP 6 WITH

TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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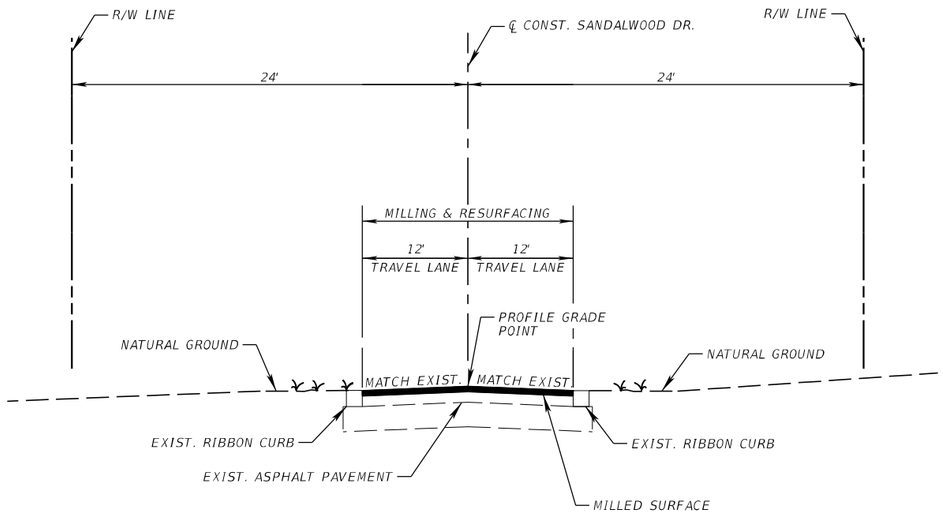
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 13

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TYPICAL SECTION (10)

STA. 550+76.06 TO STA. 551+57.38 (SANDALWOOD DRIVE)

EXISTING TRAVEL LANES

MILL EXISTING ASPHALT PAVEMENT (1 ½" DEPTH)

FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 84352
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 14

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL		CURB INLETS						MANHOLES		DITCH BOTTOM INLETS		GUTTER INLETS	CROSS DRAIN MITERED END SECTION		SODDING	REMARKS
						ROUND		P-1	P-2	P-5	P-6	P-9	CLOSED FLUME	P-8		C	D	V-P				
						18"	24"	<10'	<10'	<10'	<10'	<10'	Type I	<10'	>10'	<10'	<10'	<10'	18"	24"	SY	
P	CF-1	351+45.00	LT.	Inlet									1									
F																						
P	CF-2	352+08.00	LT.	Inlet									1									
F																						
P	EX-4	48+52.80	RT.	Pipe		104																REMOVE FRENCH DRAIN
F																						
P	EX-5	48+44.24	LT.	Pipe		89																REMOVE FRENCH DRAIN
F																						
P	O-100	32+29.69	LT.	MES, Pipe			41													1	28	
F																						
P	O-200	450+73.02	RT.	MES, Pipe		49													1		25	
F																						
P	S-100	26+83.70	RT.	Inlet, Pipe		40					1											
F																						
P	S-101	26+83.70	LT.	Inlet, Pipe		69					1											
F																						
P	S-102	27+28.00	RT.	Inlet, Pipe		103				1												
F																						
P	S-103	27+56.25	LT.	Inlet, Pipe		75				1												
F																						
P	S-104	28+35.00	RT.	Inlet, Pipe		103				1												
F																						
P	S-105	28+35.00	LT.	Inlet, Pipe		23				1												
F																						
P	S-106	29+40.00	RT.	Inlet, Pipe		76				1												
F																						
P	S-107	28+95.00	LT.	Inlet, Pipe		56				1												
F																						
P	S-108	31+20.00	RT.	Inlet, Pipe			106			1												
F																						
P	S-109	31+25.00	LT.	Inlet, Pipe		91		1														
F																						
P	S-110	350+80.00	RT.	Inlet, Pipe		69				1												
F																						
P	S-111	32+25.00	LT.	Inlet, Pipe			41	1														
F																						
P	S-112	32+25.00	RT.	Inlet, Pipe			43	1														
F																						
P	S-113	33+00.00	LT.	Inlet, Pipe		67		1														
F																						
P	S-114	33+05.00	RT.	Inlet, Pipe		80		1														
F																						
P	S-115	33+47.35	RT.	Inlet, Pipe		40			1													
F																						
P	S-116	154+20.00	RT.	Inlet, Pipe		62				1												
F																						
P	S-117	154+20.25	RT.	Inlet, Pipe		10										1						W/ CONC. APRON & CURB
F																						
P	S-118	154+85.00	RT.	Inlet, Pipe		41				1												
F																						
P	S-119	156+94.00	LT.	Inlet, Pipe		29				1												
F																						
P	S-120	156+94.00	RT.	Inlet, Pipe		162				1												
F																						
P	S-121	30+18.02	RT.	Manhole, Pipe			102								1							
F																						
P	S-200	34+25.00	RT.	Inlet, Pipe		43		1														
F																						
P	S-201	34+25.00	LT.	Inlet, Pipe		39		1														
F																						
P	S-202	450+97.34	LT.	Inlet, Pipe		20										1						WITH CONCRETE APRON
F																						
P	S-203	450+97.00	LT.	Inlet, Pipe		21					1											
F																						
P	S-204	450+97.00	RT.	Inlet, Pipe		44					1											
F																						
SHEET SUBTOTAL			PLAN QUANTITY			1605	333	7	1	12	4	0	2	0	1	2	0	0	1	1	53	
			FINAL QUANTITY																			

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF DRAINAGE STRUCTURES

SHEET NO. 15

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL		CURB INLETS						MANHOLES		DITCH BOTTOM INLETS		GUTTER INLETS	CROSS DRAIN MITERED END SECTION		SODDING	REMARKS
						ROUND		P-1	P-2	P-5	P-6	P-9	CLOSED FLUME	P-8		C	D	V-P				
						18"	24"	<10'	<10'	<10'	<10'	<10'	Type I	<10'	>10'	<10'	<10'	<10'	18"	24"	SY	
P	S-300	35+75.00	RT.	Inlet, Pipe		139		1														
F																						
P	S-301	35+75.00	LT.	Inlet, Pipe		43		1														
F																						
P	S-302	37+25.00	RT.	Inlet, Pipe		124		1														
F																						
P	S-303	37+25.00	LT.	Inlet, Pipe		43		1														
F																						
P	S-304	38+60.00	RT.	Manhole, Pipe		22									1							
F																						
P	S-400	39+85.00	RT.	Inlet, Pipe		120		1														
F																						
P	S-401	39+85.00	LT.	Inlet, Pipe		122		1														
F																						
P	S-402	41+10.00	RT.	Inlet, Pipe		125		1														
F																						
P	S-403	41+10.00	LT.	Inlet, Pipe		116		1														
F																						
P	S-404	42+35.00	RT.	Inlet, Pipe		142		1														
F																						
P	S-405	42+35.00	LT.	Inlet, Pipe		129		1														
F																						
P	S-406	43+75.00	RT.	Inlet, Pipe		47		1														
F																						
P	S-407	43+75.00	LT.	Inlet, Pipe		43		1														
F																						
P	S-408	44+24.15	RT.	Inlet, Pipe			46		1													
F																						
P	S-409	44+24.15	LT.	Inlet, Pipe			43		1													
F																						
P	S-410	44+72.00	RT.	Inlet, Pipe			62	1														
F																						
P	S-411	44+72.00	LT.	Inlet, Pipe			41	1														
F																						
P	S-412	255+27.46	LT.	Inlet, Pipe		82						1										
F																						
P	S-413	255+29.45	LT.	Manhole, Pipe		32								1								
F																						
P	S-414	256+72.85	RT.	Inlet, Pipe		37				1												
F																						
P	S-415	256+72.85	LT.	Inlet, Pipe		140										1						WITH CONCRETE APRON
F																						
P	S-416	253+87.48	LT.	Inlet, Pipe			61							1								
F																						
P	S-500	252+26.37	RT.	Inlet, Pipe		58										1						WITH CONCRETE APRON
F																						
P	S-501	252+78.00	LT.	Inlet, Pipe		42		1														
F																						
P	S-502	253+23.75	RT.	Inlet, Pipe		40												1				
F																						
P	S-503	253+23.75	LT.	Inlet, Pipe			36		1													
F																						
P	S-504	253+75.00	LT.	Inlet, Pipe			48			1												
F																						
P	S-505	254+51.49	LT.	Manhole, Pipe		74								1								
F																						
P	S-506	254+51.47	RT.	Inlet, Pipe		54						1										
F																						
P	S-507	47+53.53	LT.	Inlet, Pipe		33				1												
F																						
P	S-508	47+42.00	RT.	Inlet, Pipe		114				1												
F																						
P																						
F																						
P																						
F																						
SHEET SUBTOTAL			PLAN QUANTITY			1921	337	15	3	4	0	2	0	3	1	2	0	1	0	0	0	
			FINAL QUANTITY																			
TOTAL			PLAN QUANTITY			3526	670	22	4	16	4	2	2	3	2	4	0	1	1	1	53	
			FINAL QUANTITY																			

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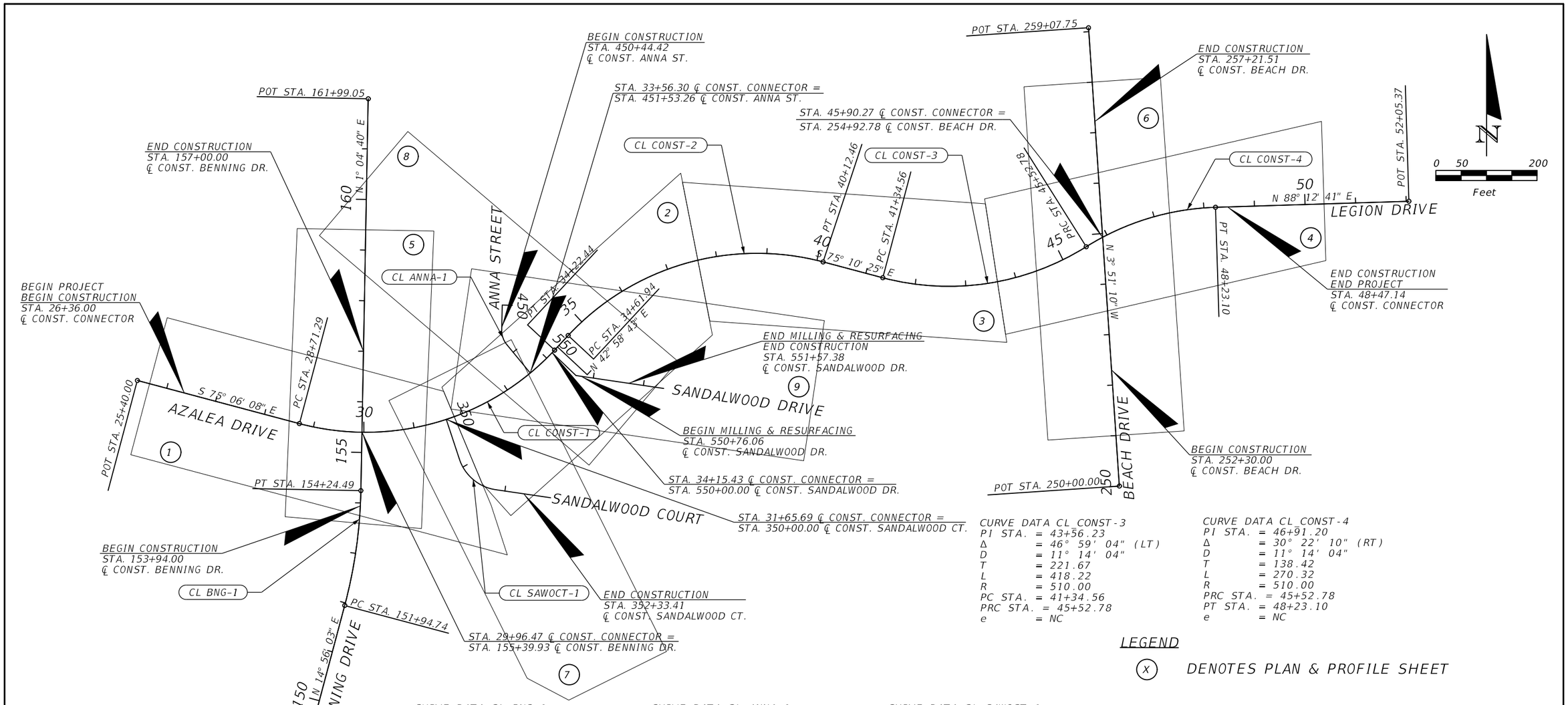
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF DRAINAGE STRUCTURES

SHEET NO. 16



CURVE DATA CL_BNG-1
PI STA. = 153+10.17
Δ = 13° 51' 23" (LT)
D = 6° 01' 52"
T = 115.44
L = 229.75
R = 950.00
PC STA. = 151+94.74
PT STA. = 154+24.49
e = NC

CURVE DATA CL_CONST-1
PI STA. = 31+77.24
Δ = 61° 55' 08" (LT)
D = 11° 14' 04"
T = 305.95
L = 551.15
R = 510.00
PC STA. = 28+71.29
PT STA. = 34+22.44
e = NC

CURVE DATA CL_ANNA-1
PI STA. = 450+65.40
Δ = 41° 05' 47" (LT)
D = 124° 33' 22"
T = 17.24
L = 32.99
R = 46.00
PC STA. = 450+48.15
PT STA. = 450+81.15

CURVE DATA CL_CONST-2
PI STA. = 37+67.46
Δ = 61° 50' 52" (RT)
D = 11° 14' 04"
T = 305.52
L = 550.52
R = 510.00
PC STA. = 34+61.94
PT STA. = 40+12.46
e = NC

CURVE DATA CL_SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21

CURVE DATA CL_CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PRC STA. = 45+52.78
e = NC

CURVE DATA CL_CONST-4
PI STA. = 46+91.20
Δ = 30° 22' 10" (RT)
D = 11° 14' 04"
T = 138.42
L = 270.32
R = 510.00
PRC STA. = 45+52.78
PT STA. = 48+23.10
e = NC

LEGEND

(X) DENOTES PLAN & PROFILE SHEET

BENCHMARKS

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 25+59.53, 18.65' RT
EL. 18.90'

FDOT 57-00-F01HV, CONC. MONUMENT
STA. 29+73.07, 39.63' RT
EL. 23.89'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 29+04.35, 453.63' LT
EL. 20.42'

FDOT CONTROL DISK, NAIL
STA. 30+37.95, 387.09' RT
EL. 30.36'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 32+15.15, 118.72' RT
EL. 14.46'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 41+73.79, 281.64' RT
EL. 15.85'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 44+59.33, 418.15' RT
EL. 20.48'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 47+70.20, 20.03' LT
EL. 17.38'

FDOT CONTROL CAP, 5/8" IRON ROD
STA. 38+92.52, 28.44' RT
EL. 26.54'

FDOT CONTROL DISK, NAIL
STA. 45+27.08, 153.52' RT
EL. 19.63'

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PROJECT LAYOUT

SHEET NO. 17

GENERAL NOTES

1. THE CONTRACTORS SHALL NOTIFY THE CITY ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.

2. EXISTING FACILITIES SHALL BE RESTORED TO A CONDITION EQUIVALENT TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION, AT NO ADDITIONAL COST TO THE CITY.

3. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFFSITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED BALES AS REQUIRED BY THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2018 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER OR DESIGNEE.

4. ANY NECESSARY PERMITS, OTHER THAN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD) PERMIT, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. CITY OF DESTIN OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.

5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY.

6. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

   SOUTHEASTERN SURVEYING & MAPPING CORP.
   1130 HIGHWAY 90
   CHIPLEY, FLORIDA 32428
   PH (850) 638-0790

7. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN AND BE PROTECTED UNLESS OTHERWISE NOTED.

8. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE CITY ENGINEER OR DESIGNEE.

9. EXISTING STREETS AND DRIVES SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.

10. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE FDOT STANDARD PLANS & SPECIFICATIONS, LATEST EDITION.

11. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE FDOT STANDARD PLANS & SPECIFICATIONS, LATEST EDITION. CONTRACTOR SHALL INCLUDE ANY NECESSARY COSTS IN HIS BID. PROVIDE TEST RESULTS TO THE CITY WEEKLY.

12. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE CITY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

13. CONTRACTOR SHALL COMPLY WITH ALL NWFWMD AND FDEP REQUIREMENTS.

14. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.

15. MAINTENANCE OF TRAFFIC WILL BE PER FDOT STANDARD PLANS INDEX 102-600 SERIES WHEN NOT INCLUDED IN DETAILED TRAFFIC CONTROL PLAN INCLUDED IN CONSTRUCTION PLANS.

16. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 110-200 AND UNITED STATES POSTAL SERVICE REQUIREMENTS.

17. ALL SIDEWALKS, RAMPS, DRIVEWAYS, WILL BE BUILT USING LATEST EDITION OF THE FDOT STANDARD PLANS.

18. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.

19. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VH, AND VVH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

20. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST TWO FULL BUSINESS DAYS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES.

    KNOWN UTILITIES OWNERS INCLUDE:

    SEWER/WATER - DESTIN WATER USERS, INC.
    MONICA WALLIS
    PH: (850) 337-3945

    ELECTRIC - FLORIDA POWER & LIGHT
    BERNARD JOHNSON
    PH: (850) 244-4721

    NATURAL GAS - OKALOOSA GAS DISTRICT
    LARS SULLIVAN
    PH: (850) 974-7015

    TELEPHONE - CENTURYLINK
    AMBER GILSON
    PH: (850) 815-3131

    OKALOOSA COUNTY TRAFFIC SIGNAL SYSTEM
    RANDY SHOWERS
    PH: (850) 609-6181

    TELEPHONE - AT&T FLORIDA
    TOM MANNING
    PH: (850) 623-3521

    CABLE - COX COMMUNICATIONS SOUTHEAST
    ROGER DIXON
    PH: (850) 314-8163

21. ALL STORMWATER PIPES TO BE HIGH PERFORMANCE POLYPROPYLENE, OR APPROVED EQUIVALENT MATERIAL, UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS.

22. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

GENERAL NOTES

SHEET NO. 18

POINT OF INTERSECTION		
	STATION	ELEVATION
A	29+80.79	24.68'
B	29+80.14	24.14'
C	30+11.86	24.83'
D	30+13.14	24.02'

CAUTION: GAS LINE WITHIN R/W

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 26+36.00

CURVE DATA CL CONST-1
PI STA. = 31+77.24
Δ = 61° 55' 08" (LT)
D = 11° 14' 04"
T = 305.95
L = 551.15
R = 510.00
PC STA. = 28+71.29
PT STA. = 34+22.44
e = NC

CURVE DATA CL SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21

LEGEND
DETECTABLE WARNINGS

SEE BENNING DRIVE PLAN & PROFILE

BEGIN PROJECT
BEGIN CONSTRUCTION
BEGIN PROFILE
STA. 26+36.00

K = 82
265' V.C.

PAVT. CROSS SLOPE TRANSITION
EB LANE -0.02 TO +0.024

PAVT. CROSS SLOPE TRANSITION
WB LANE -0.02 TO -0.022

PAVT. CROSS SLOPE TRANSITION
EB LANE +0.024 TO -0.02

PAVT. CROSS SLOPE TRANSITION
WB LANE -0.021 TO -0.02

PROFILE GRADE

EXIST. GROUND LINE
@ ℄ CONST. CONNECTOR

(-) 0.400% (+) 2.350% (+) 2.850% (+) 2.000% (-) 2.000% (-) 2.300%

SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
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EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (1)
DESTIN CONNECTOR

SHEET NO. 19

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STA. 33+56.30 ℄ CONST. CONNECTOR =
STA. 451+53.26 ℄ CONST. ANNA ST.

CURVE DATA CL_CONST-1
PI STA. = 31+77.24
Δ = 61° 55' 08" (LT)
D = 11° 14' 04"
T = 305.95
L = 551.15
R = 510.00
PC STA. = 28+71.29
PT STA. = 34+22.44
e = NC

CURVE DATA CL_ANNA-1
PI STA. = 450+65.40
Δ = 41° 05' 47" (LT)
D = 124° 33' 22"
T = 17.24
L = 32.99
R = 46.00
PC STA. = 450+48.15
PT STA. = 450+81.15
e = NC

CURVE DATA CL_SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21

CURVE DATA CL_CONST-2
PI STA. = 37+67.46
Δ = 61° 50' 52" (RT)
D = 11° 14' 04"
T = 305.52
L = 550.52
R = 510.00
PC STA. = 34+61.94
PT STA. = 40+12.46
e = NC

LEGEND
MILLING AND RESURFACING
DETECTABLE WARNINGS

0 10 50 Feet

MATCH STA. 32+00.00

MATCH STA. 38+00.00

AZALEA DR.

SANDALWOOD DR.

ANNA ST.

POND A

POND B

10' SHARED USE PATH

10' SWK.

PROP. R/W

EXIST. R/W

EXIST. INLET & FRENCH DRAIN TO REMAIN & BE PROTECTED

SEE POND 2 DETAIL FOR BACK OF SIDEWALK ALIGNMENT

STORM WATER CHAMBER

℄ CONST. SWK-1

℄ CONST. CONNECTOR

CONST. 41' OF 24" PIPE

CONST. 21' OF 18" PIPE

CONST. 43' OF 24" PIPE

CONST. 24" PIPE

CONST. 80' OF 24" PIPE

CONST. 40' OF 18" PIPE

CONST. 39' OF 18" PIPE

CONST. 43' OF 18" PIPE

CONST. 139' OF 18" PIPE

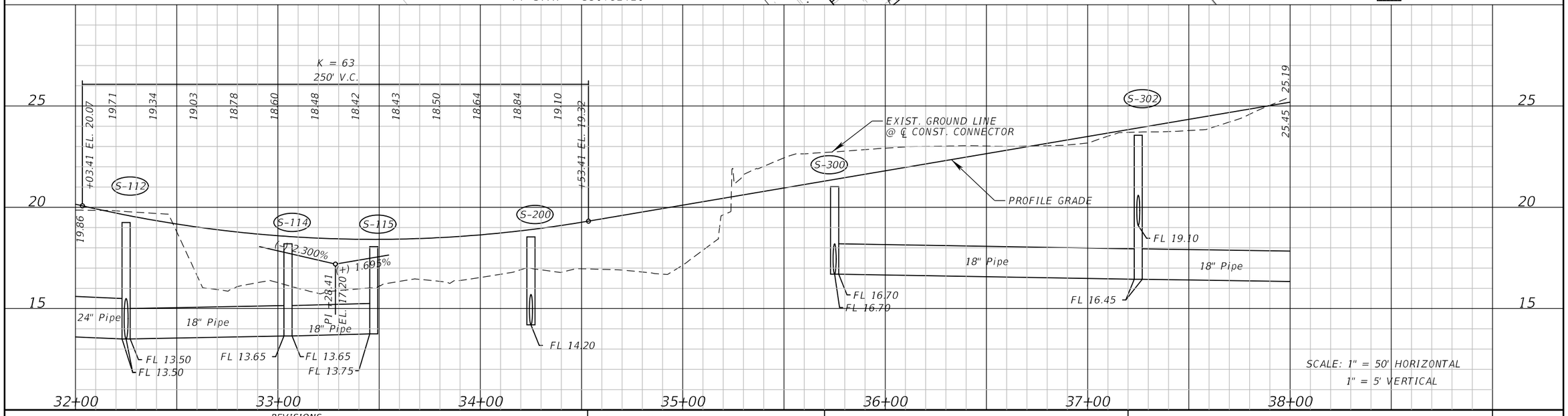
CONST. 124' OF 18" PIPE

TYPE F CURB & GUTTER

TYPE E CURB & GUTTER

S-100 S-200 S-111 S-113 S-112 S-114 S-115 S-204 S-202 S-201 S-300 S-301 S-303 S-302

CR-G CR-L CL CONST-1 CL CONST-2



SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
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482 SOUTH KELLER ROAD
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (2)
DESTIN CONNECTOR

SHEET NO. 20

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CURVE DATA CL CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PT STA. = 45+52.78
e = NC

CURVE DATA CL CONST-2
PI STA. = 37+67.46
Δ = 61° 50' 52" (RT)
D = 11° 14' 04"
T = 305.52
L = 550.52
R = 510.00
PC STA. = 34+61.94
PT STA. = 40+12.46
e = NC

N

0 10 50
Feet

MATCH STA. 38+00.00

MATCH STA. 44+00.00

EXIST. R/W

10' SWK.

TYPE F CURB & GUTTER

CL CONST-2

CONST. 122' OF 18" PIPE

TYPE F CURB & GUTTER

CONST. 116' OF 18" PIPE

CONST. 129' OF 18" PIPE

℄ CONST. CONNECTOR

CONST. 43' OF 18" PIPE

+64.54
22.45 (LT)

+38.03
37.86 (LT)

+25.00
18.00 (LT)

+05.00
42.00 (LT)

150' R

150' R

S-401

S-403

S-407

S-405

S-406

S-400

S-304

S-402

S-404

0-300

39

40

41

42

43

44

38

12

13

14

15

16

17

355' R

620' R

205' R

PT STA. 41+34.56

PC STA. 40+12.46

PT STA. 13+13.34

PC STA. 14+49.53

PC STA. 16+81.60

PRC STA. 11+43.02

S 75° 10' 25" E

AZALEA DR.

CONST. 18" PIPE

CONST. 35' OF 18" PIPE

10' SWK.

TYPE F CURB & GUTTER

CONST. 120' OF 18" PIPE

CONST. 125' OF 18" PIPE

CONST. 142' OF 18" PIPE

CONST. 47' OF 18" PIPE

CL CONST-3

STORM WATER CHAMBER

℄ CONST. SWK-1

K = 68
105' V.C.

K = 49
130' VC

K = 33
130' V.C.

S-304

PI +80.29
EL. 26.55

(+) 1.695%

(-) 2.200%

25.19

25.45

+15.29 EL. 25.45

25.53

25.78

25.91

25.92

25.81

25.58

25.24

+45.29 EL. 25.12

S-400

S-402

+15.76 EL. 21.37

21.28

20.88

20.54

20.26

20.04

+20.76 EL. 19.88

PI +68.26
EL. 20.22

(-) 2.200%

(-) 0.650%

S-404

S-406

+92.24 EL. 18.76

18.72

19.29

EXIST. GROUND LINE
@ ℄ CONST. CONNECTOR

PROFILE GRADE

18" Pipe

FL 16.25

FL 16.25

FL 17.80

FL 16.80

FL 15.10

FL 14.25

SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

25

20

15

38+00

39+00

40+00

41+00

42+00

43+00

44+00

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482 SOUTH KELLER ROAD
ORLANDO, FL 32819

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (3)
DESTIN CONNECTOR

SHEET NO. 21

CURVE DATA CL_CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PT STA. = 45+52.78
e = NC

SEE BEACH DRIVE PLAN & PROFILE

STA. 45+90.27 ℄ CONST. CONNECTOR =
STA. 254+92.78 ℄ CONST. BEACH DR.

MATCH STA. 44+00.00

AZALEA DR.

BEACH DR.

LEGION DR.

END PROJECT
END CONSTRUCTION
STA. 48+47.14

℄ CONST. CONNECTOR

EXIST. R/W

REMOVE EXIST. INLETS EX-2 & EX-3 & FRENCH DRAIN

REMOVE EXIST. FRENCH DRAIN. INLETS EX-4 & EX-5 TO REMAIN & BE PROTECTED.

CONCRETE TRAFFIC SEPARATOR TYPE I OPTION II

CAUTION: GAS LINE WITHIN R/W

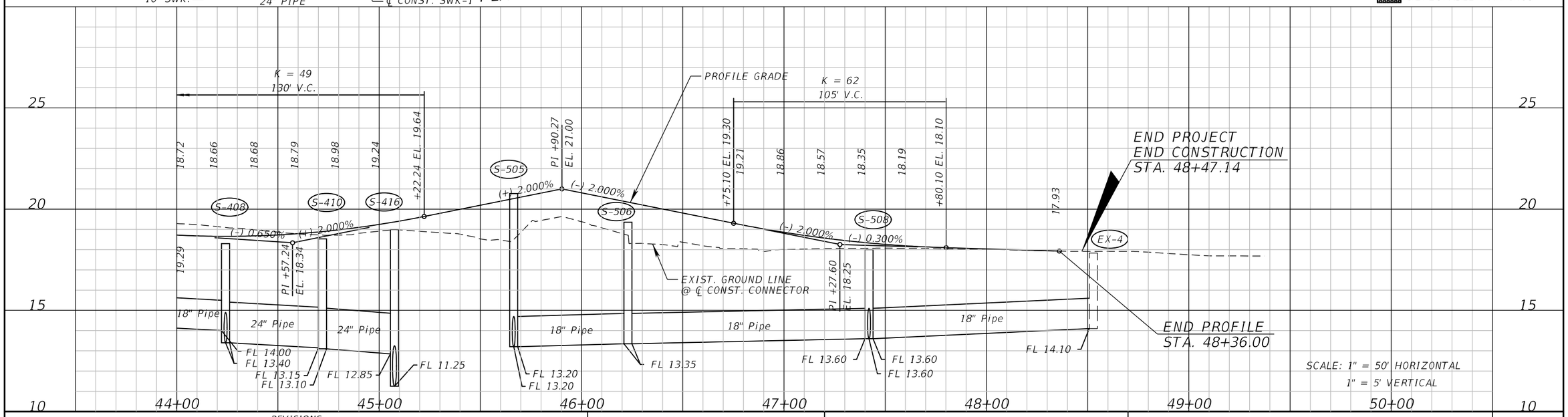
SEE INTERSECTION DETAIL SHEET

CURVE DATA CL_CONST-4
PI STA. = 46+91.20
Δ = 30° 22' 10" (RT)
D = 11° 14' 04"
T = 138.42
L = 270.32
R = 510.00
PC STA. = 45+52.78
PT STA. = 48+23.10

LEGEND
DETECTABLE WARNINGS

N

0 10 50
Feet



REVISIONS			
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482 SOUTH KELLER ROAD
ORLANDO, FL 32819

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (4)
DESTIN CONNECTOR

SHEET NO. 22

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CAUTION: GAS LINE WITHIN R/W

BEGIN MILLING & RESURFACING
STA. 151+40.00

END MILLING & RESURFACING
BEGIN RECONSTRUCTION
STA. 153+94.00

END RECONSTRUCTION
BEGIN MILLING & RESURFACING
STA. 157+00.00

END MILLING AND RESURFACING
END RECONSTRUCTION
STA. 158+60.00

SEE DESTIN CONNECTOR PLAN & PROFILE

SEE DESTIN CONNECTOR PLAN & PROFILE

156 BENNING DR.

N 1° 04' 40" E

POND 1

0 10 50
Feet

LEGEND
DETECTABLE WARNINGS
MILLING & RESURFACING

CURVE DATA CL BNG-1
PI STA. = 153+10.17
Δ = 13° 51' 23" (LT)
D = 6° 01' 52"
T = 115.44
L = 229.75
R = 950.00
PC STA. = 151+94.74
PT STA. = 154+24.49
e = NC

BEGIN TOP OF GRAVITY WALL PROFILE (RT)	BEGIN BOTTOM OF GRAVITY WALL PROFILE (RT)
A1 : +99.05 ELEV. 28.21'	A1 : +99.05 ELEV. 26.21'
A2 : +06.05 ELEV. 28.27'	A2 : +06.05 ELEV. 26.27'
A3 : +10.84 ELEV. 28.22'	A3 : +10.84 ELEV. 26.22'
END TOP OF GRAVITY WALL PROFILE (RT) A4 : +33.13 ELEV. 27.75'	END BOTTOM OF GRAVITY WALL PROFILE (RT) A4 : +33.13 ELEV. 25.75'

K = 81
105' V.C.

K = 50
119' V.C.

REVISIONS			
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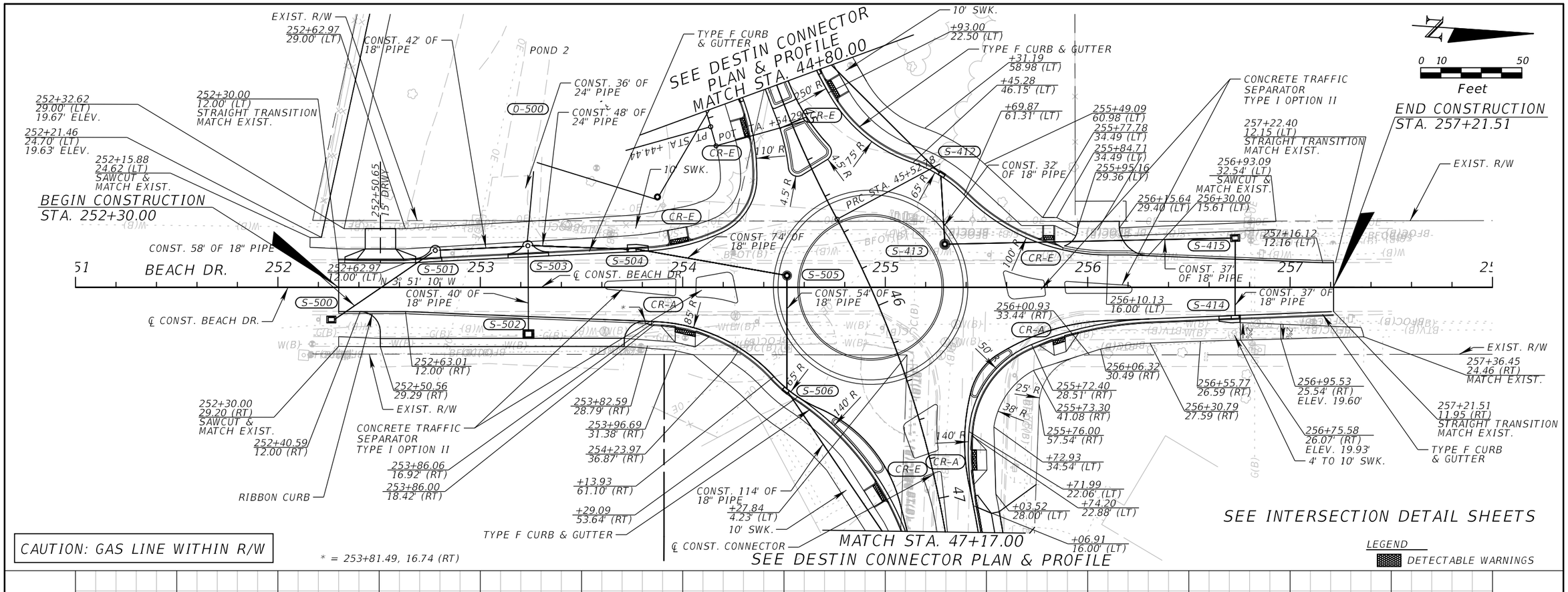
CITY OF DESTIN

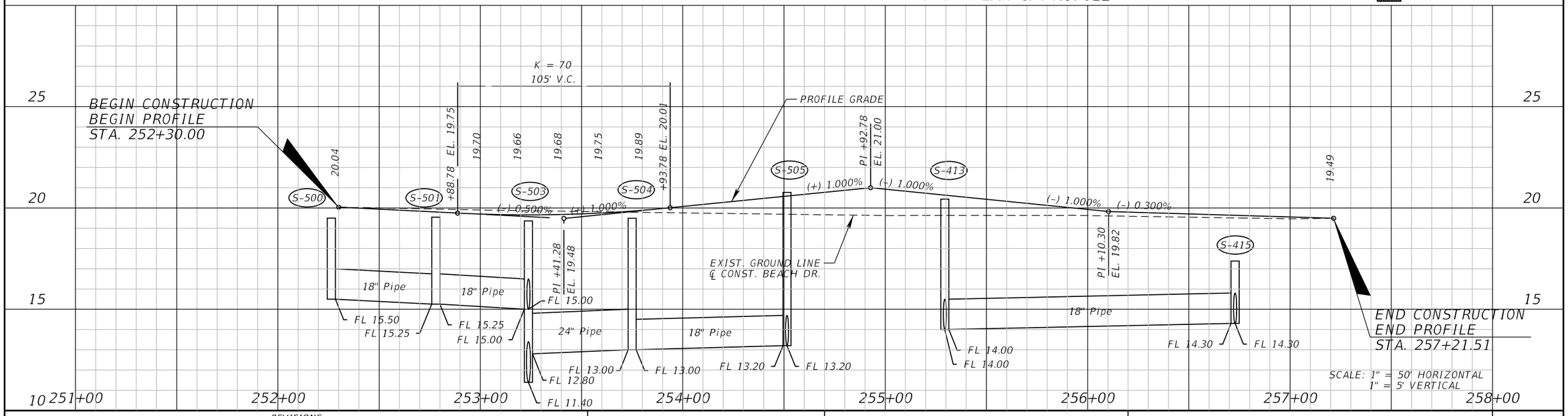
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (5)
BENNING DRIVE

SHEET NO. 23

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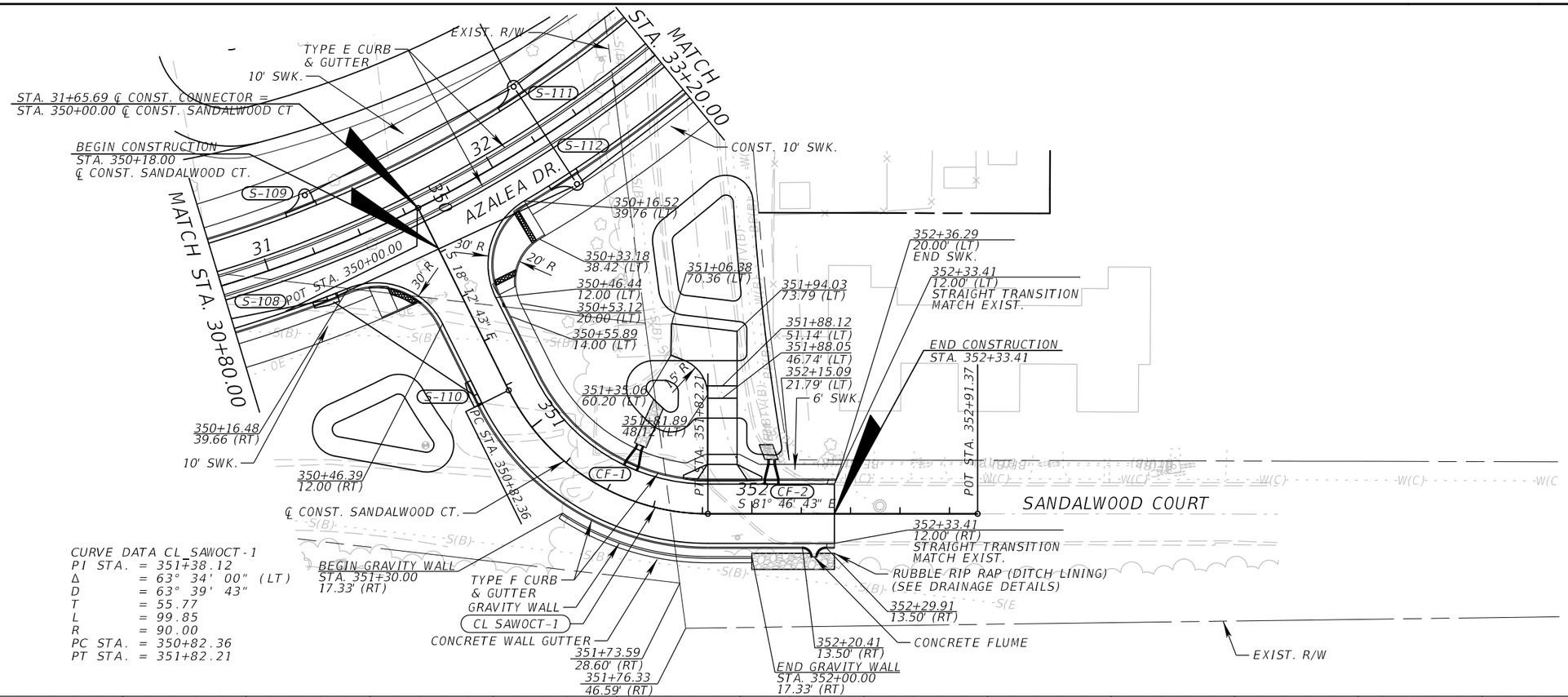
CITY OF DESTIN

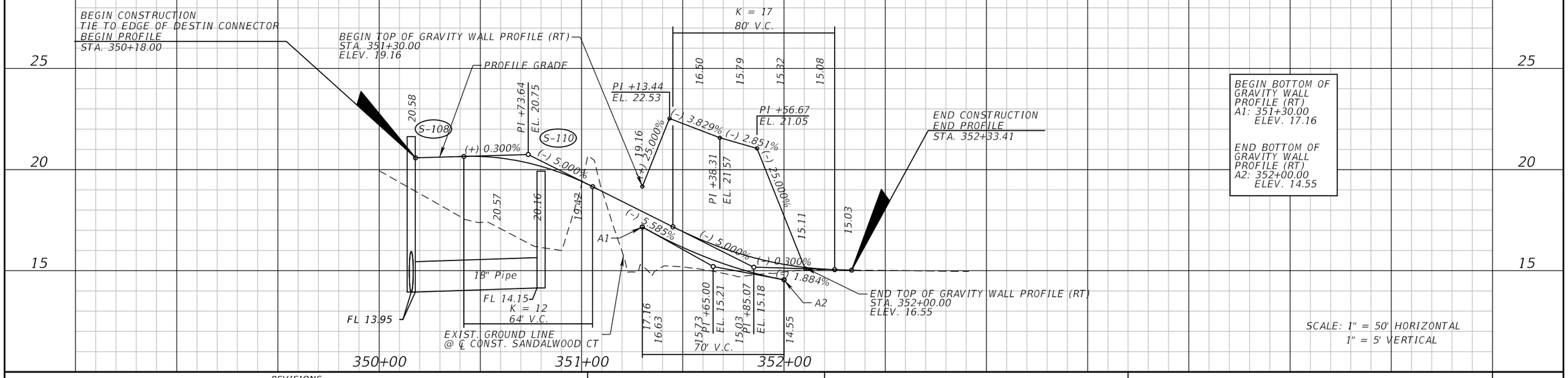
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (6)
BEACH DRIVE

SHEET NO. 24

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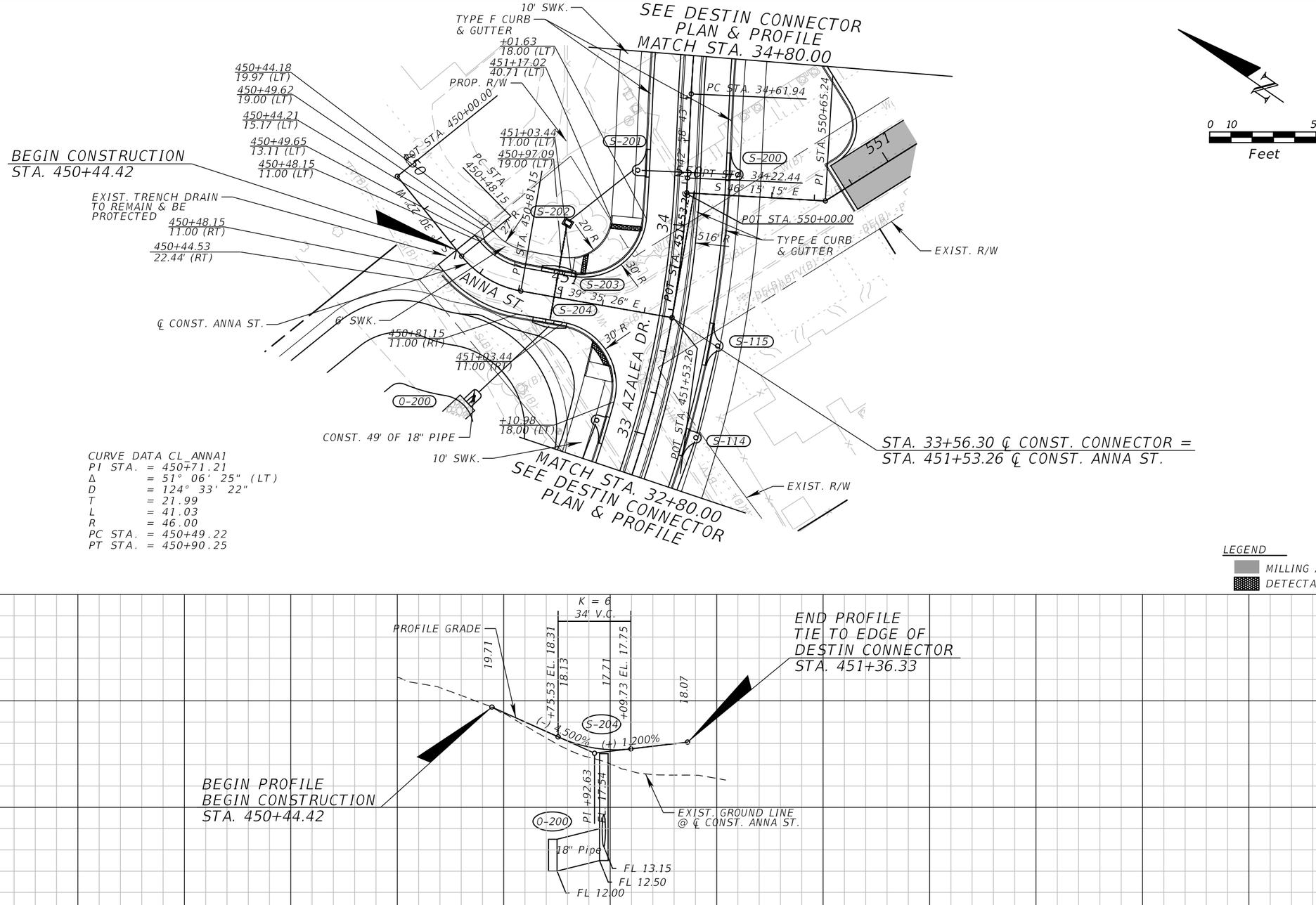
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (7) SANDALWOOD CT

SHEET NO. 25

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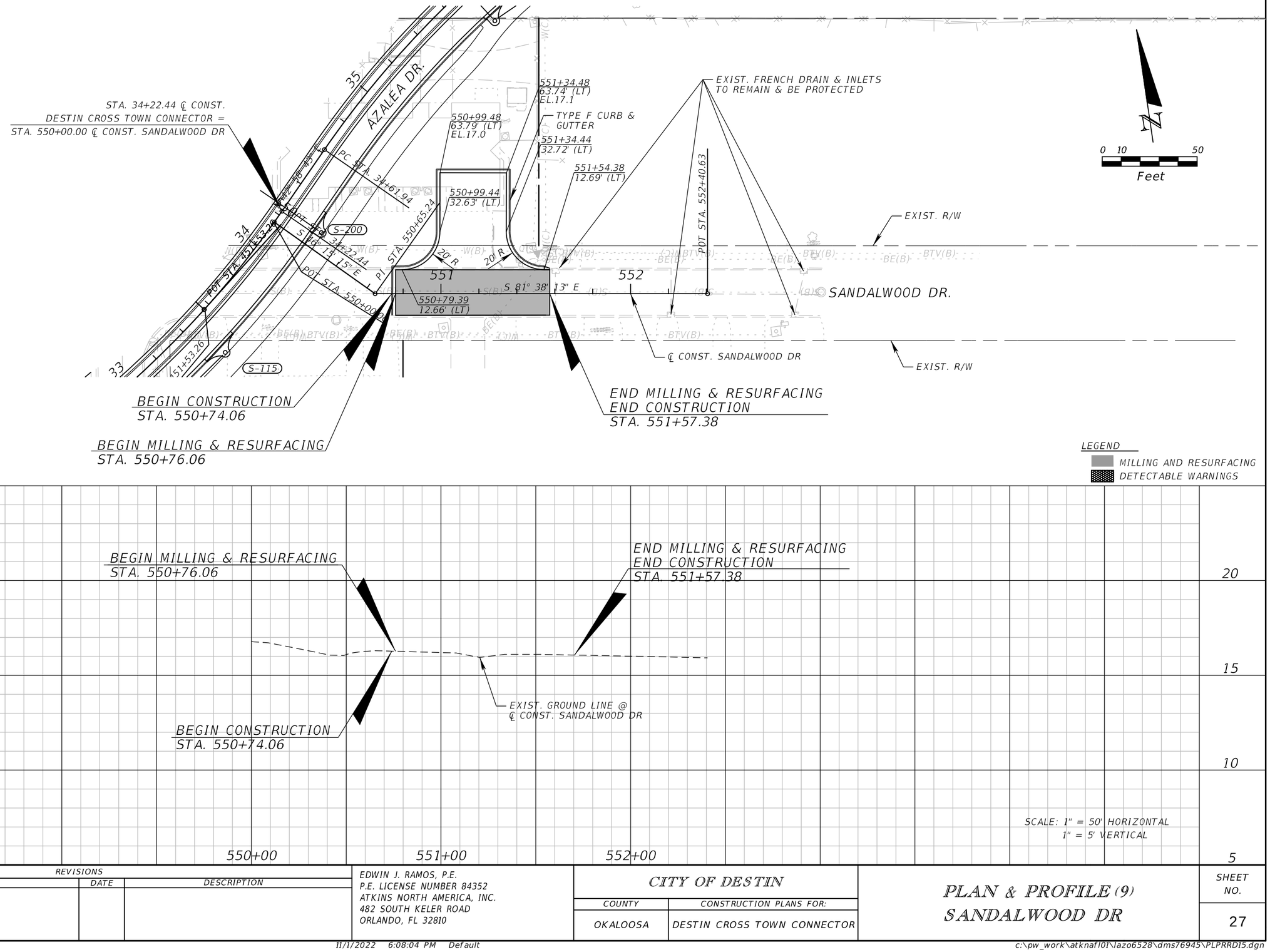
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (8) ANNA STREET

SHEET NO. 26

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ATKINS NORTH AMERICA, INC.
482 SOUTH KELER ROAD
ORLANDO, FL 32810

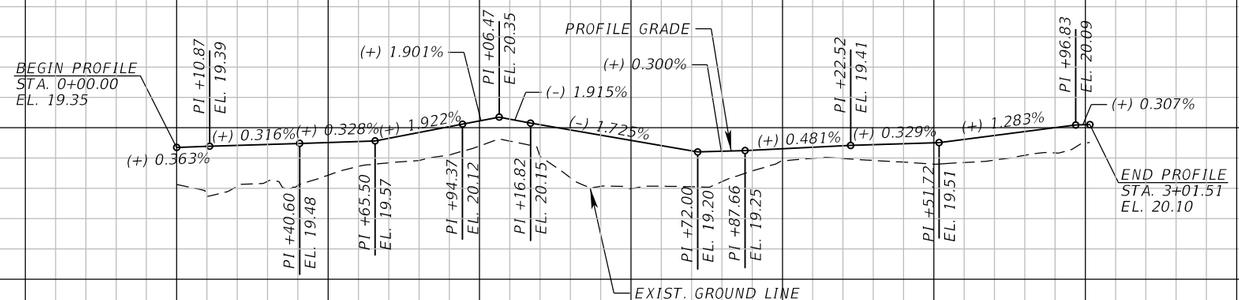
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

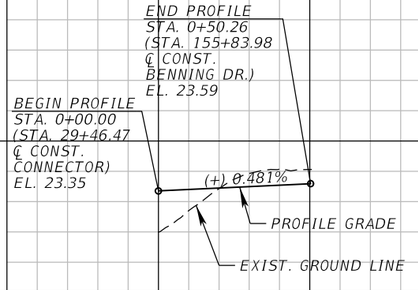
PLAN & PROFILE (9)
SANDALWOOD DR

SHEET NO. 27

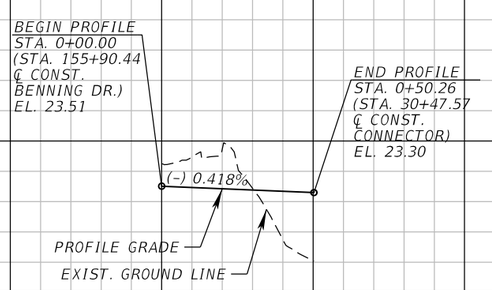
INSCRIBED CIRCLE PROFILE



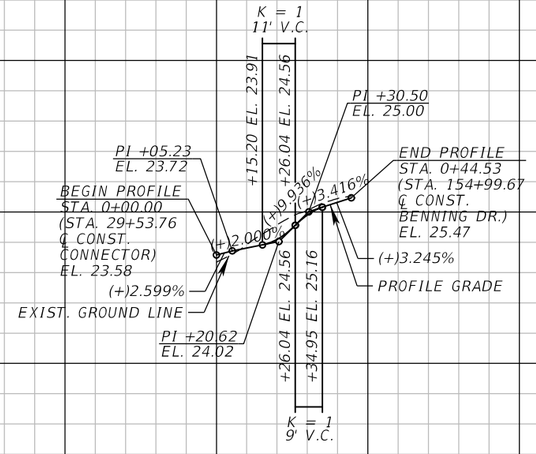
BENNING DR. – NW CORNER CURB RETURN PROFILE



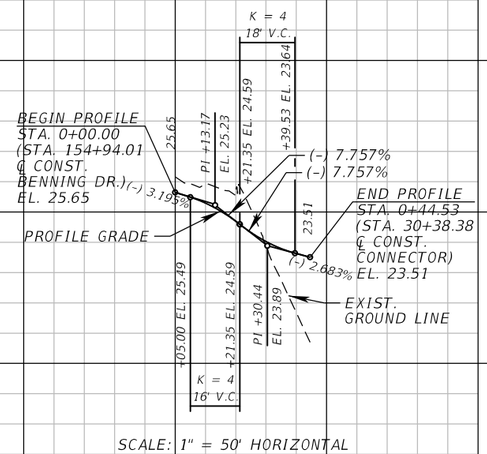
BENNING DR. – NE CORNER CURB RETURN PROFILE



BENNING DR. – SW CORNER CURB RETURN PROFILE



BENNING DR. – SE CORNER CURB RETURN PROFILE



SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

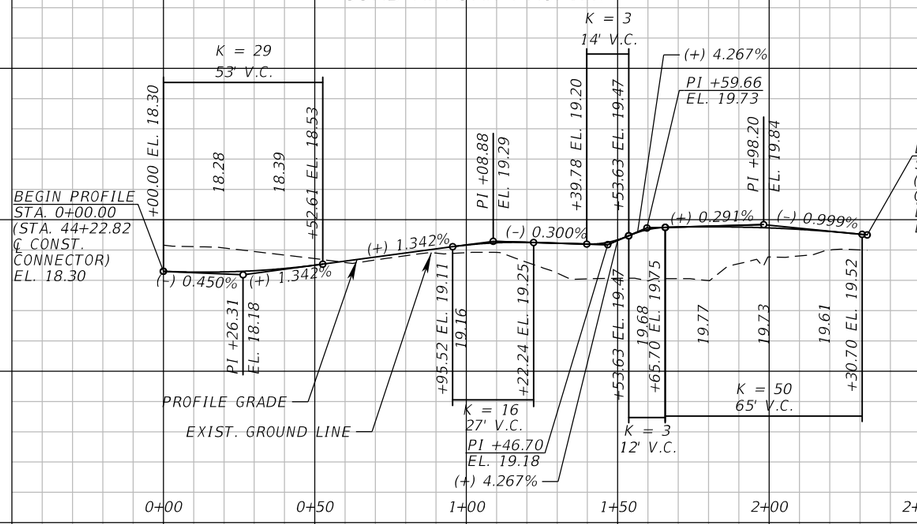
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SPECIAL PROFILES

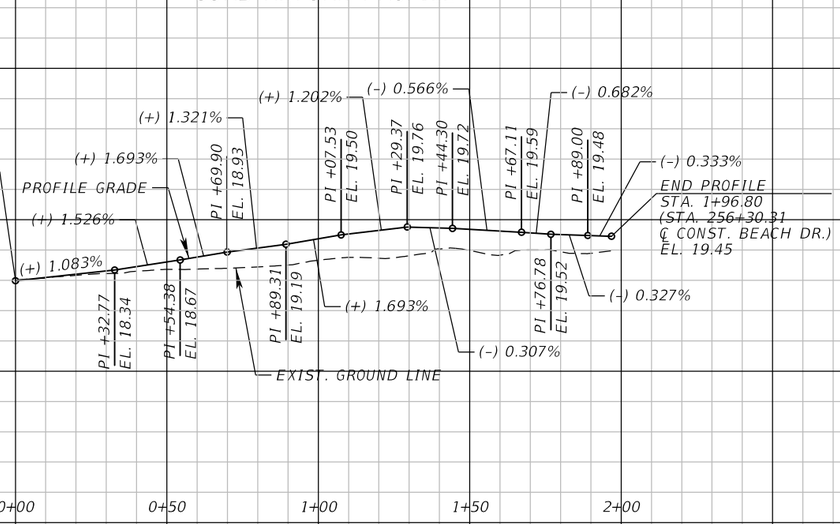
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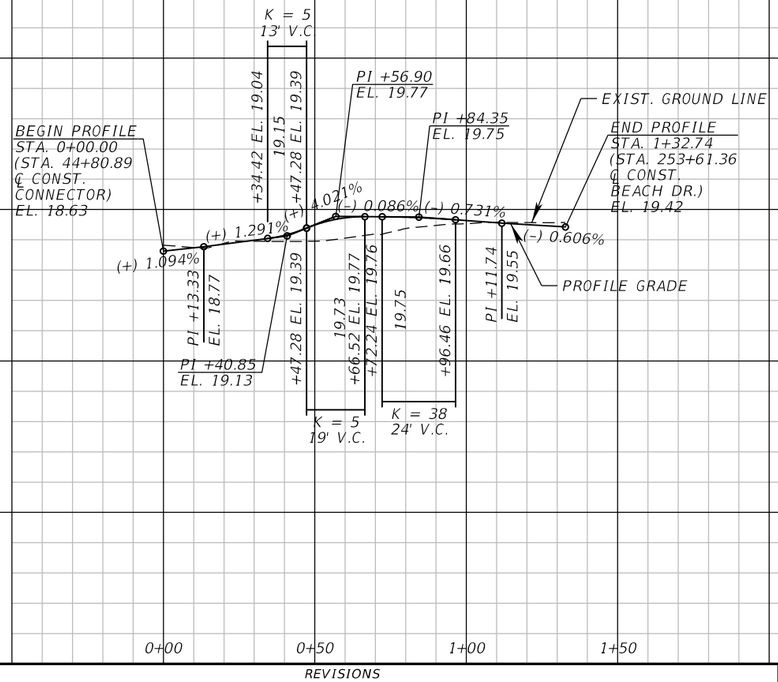
BEACH DR. – NW CORNER CURB RETURN PROFILE



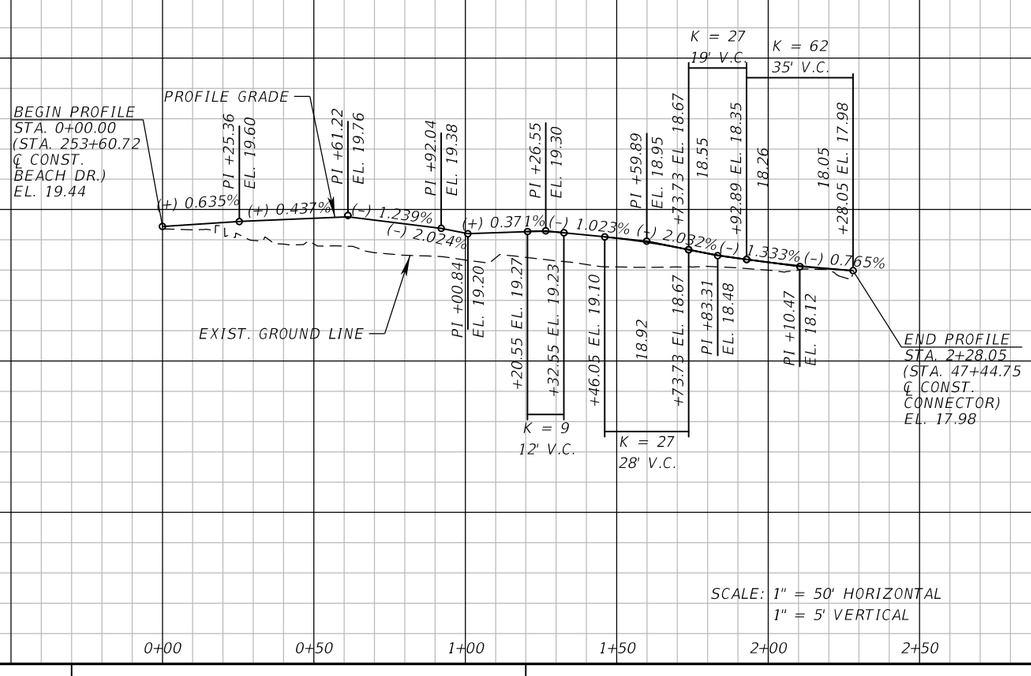
BEACH DR. – NE CORNER CURB RETURN PROFILE



BEACH DR. – SW CORNER CURB RETURN PROFILE



BEACH DR. – SE CORNER CURB RETURN PROFILE



REVISIONS			
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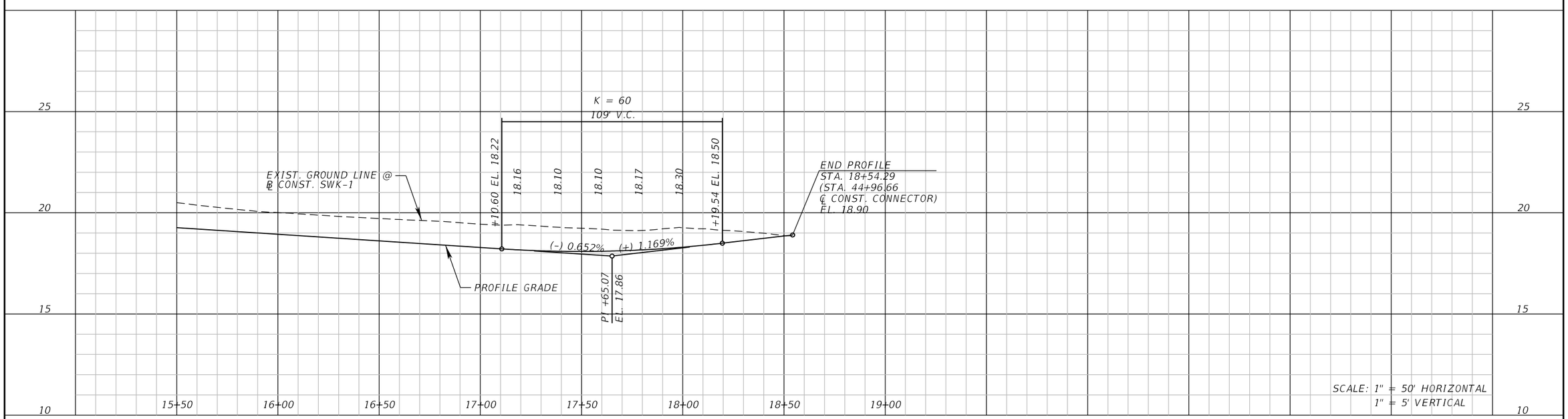
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SPECIAL PROFILES

SHEET NO. 29

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SIDEWALK 1

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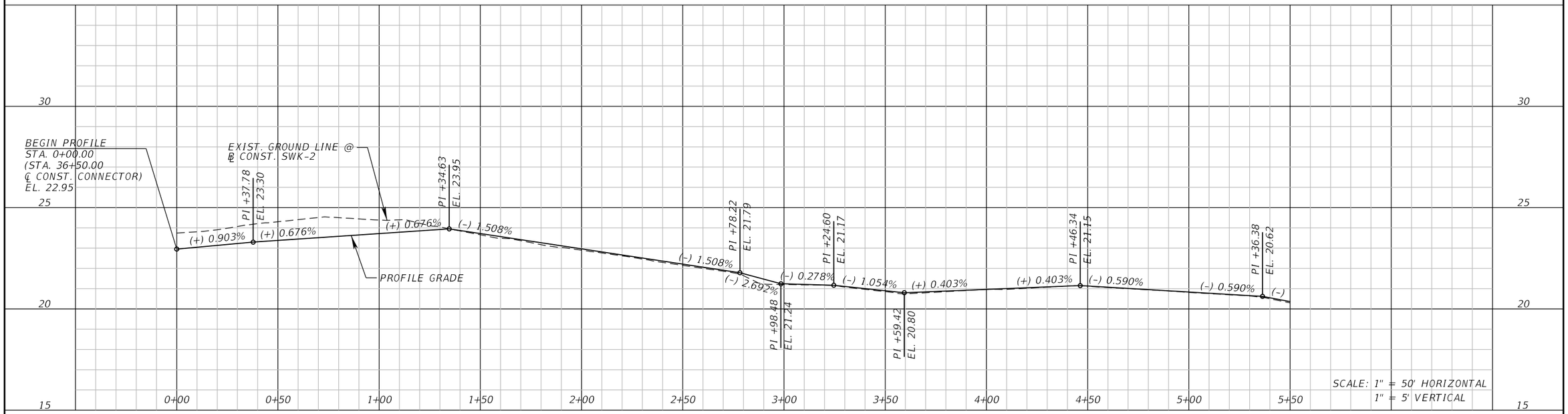
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

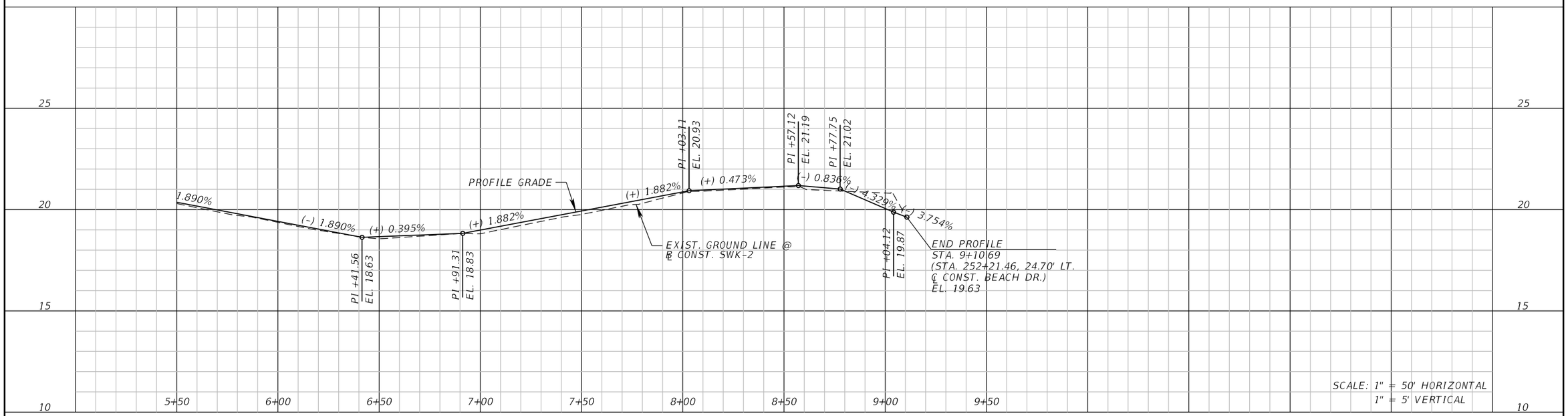
BACK OF SIDEWALK PROFILES

SHEET NO. 30

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SEE POND 2 DETAIL FOR ℄ CONST. SWK-2 IN PLAN VIEW.



SEE POND 2 DETAIL FOR ℄ CONST. SWK-2 IN PLAN VIEW.

SIDEWALK 2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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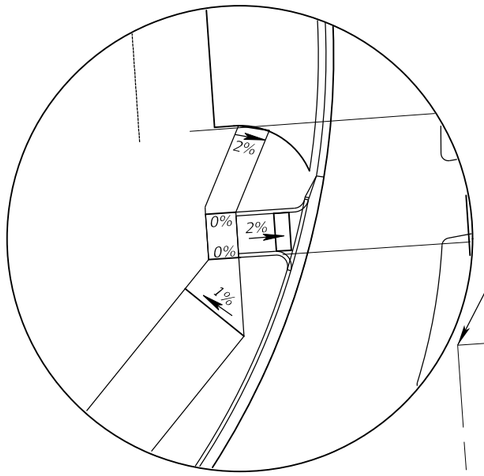
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

BACK OF SIDEWALK PROFILES

SHEET NO. 31

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SIDEWALK SLOPE DETAIL

SEE BEACH DRIVE PLAN & PROFILE
MATCH STA. 256+60.00

256+46.87
30.66' (LT)
ELEV. 17.65'

256+15.64
29.40' (LT)
ELEV. 19.16'

255+77.49
2.60' (LT)

255+95.16
29.36' (LT)
ELEV. 19.36'

EXIST. R/W LINE

SEE SIDEWALK SLOPE DETAIL

255+84.71
34.49' (LT)
ELEV. 19.87'

255+77.78
34.49' (LT)
ELEV. 19.87'

254+74.15
37.84' (LT)
ELEV. 20.09'

255+59.46
51.41' (LT)
ELEV. 20.04'

STA. 45+90.27 ℄ CONST. CONNECTOR =
STA. 254+92.78 ℄ CONST. BEACH DR.

255+39.01
45.70' (LT)

+08.65
64.11' (LT)

256+20.24
16.00' (LT)

256+10.13
16.00' (LT)

256+30.31
15.60' (RT)

255+89.74
1.93' (LT)

255+89.97
2.08' (RT)

TRAFFIC SEPARATOR
(TYPE I, OPTION II)

255+77.81
3.42' (RT)

255+72.14
28.36' (RT)

+42.49
51.58' (LT)

+53.27
61.08' (LT)

TYPE B
CURB

+55.44
29.98' (LT)

+18.20
64.55' (LT)

+56.03
9.54' (LT)

+72.93
34.54' (LT)

+71.99
22.06' (LT)

+75.42
4.26' (LT)

+76.44
6.62' (RT)

+87.38
2.94' (LT)

+03.52
28.00' (LT)

+96.64
16.00' (LT)

+88.49
4.41' (RT)

+06.91
16.00' (LT)

℄ NE CORNER

+44.43
16.00' (LT)

+42.44
2.00' (RT)

MATCH STA. 47+80.00
SEE DESTIN CONNECTOR
PLAN & PROFILE

+45.28
46.15' (LT)

+31.12
58.91' (LT)

+24.53
53.62' (LT)
ELEV. 19.54'

+19.43
8.32' (LT)

TYPE E C&G

+95.39
42.19' (LT)
ELEV. 19.54'

+93.00
22.50' (LT)

+77.35
6.00' (LT)

℄ NW CORNER

+39.93
31.79' (LT)

+25.04
30.00' (LT)

+22.82
18.00' (LT)

+00.00
6.00' (LT)

MATCH STA. 43+80.00
SEE DESTIN CONNECTOR
PLAN & PROFILE

+21.19
6.01' (RT)

+17.78
26.46' (RT)

+33.55
53.78' (RT)

℄ SW CORNER

254+06.90
4.58' (LT)

CONC. TRAFFIC SEPARATOR
(TYPE I, OPTION II)

253+95.48
3.33' (LT)

253+82.33
17.99' (LT)

253+61.36
16.94' (LT)

+80.89
18.00' (RT)

+35.43
43.26' (RT)

+15.26
18.00' (RT)

TYPE E C&G

+52.71
61.64' (RT)

+13.93
61.10' (RT)

+29.09
53.64' (RT)

TYPE RA C&G

TYPE D CURB

+66.27
63.13' (RT)

254+07.88
3.81' (RT)

℄ INSCRIBED CIRCLE

254+05.26
33.33' (RT)
ELEV. 19.93'

℄ SE CORNER

253+95.29
31.04' (RT)
ELEV. 19.87'

253+95.67
3.17' (RT)

253+86.06
16.92' (RT)

253+70.99
29.18' (RT)
ELEV. 18.74'

253+60.72
15.91' (RT)

253+63.36
1.00' (LT)

+07.58
4.00' (RT)

+09.94
38.42' (RT)
ELEV. 19.05'

+44.75
16.08' (RT)

+49.60
28.00' (RT)
ELEV. 18.29'

+45.27
27.39' (RT)
ELEV. 18.48'

+29.39
17.08' (RT)

CONC. TRAFFIC SEPARATOR
(TYPE I, OPTION II)

+72.44
50.76' (RT)

TYPE B CURB

+77.56
25.84' (RT)

+48.66
39.65' (RT)

+62.51
5.73' (RT)

MATCH STA. 253+40.00
SEE BEACH DRIVE PLAN & PROFILE

N

0 10 40
Feet

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

INTERSECTION DETAILS BEACH AND LEGION (1)

SHEET NO. 32

CURVE DATA

℄ INSCRIBED CIRCLE

CURVE DATA INSCRIBED_CL
PI STA. = 0+00.00
Δ = 360° 00' 00" (LT)
D = 88° 08' 50"
T = 0.00
L = 408.41
R = 65.00
PC STA. = 0+00.00
PT STA. = 4+08.41

℄ NE CORNER

CURVE DATA NE_CORNER1_1
PI STA. = 0+24.66
Δ = 5° 22' 08" (LT)
D = 10° 53' 34"
T = 24.66
L = 49.29
R = 526.00
PC STA. = 0+00.00
PT STA. = 0+49.29

CURVE DATA NE_CORNER1_2
PI STA. = 0+73.22
Δ = 26° 55' 04" (RT)
D = 57° 17' 45"
T = 23.93
L = 46.98
R = 100.00
PC STA. = 0+49.29
PT STA. = 0+96.27

CURVE DATA NE_CORNER1_3
PI STA. = 1+01.97
Δ = 21° 30' 01" (RT)
D = 190° 59' 09"
T = 5.70
L = 11.26
R = 30.00
PC STA. = 0+96.27
PT STA. = 1+07.53

CURVE DATA NE_CORNER1_4
PI STA. = 1+13.22
Δ = 21° 30' 01" (RT)
D = 190° 59' 09"
T = 5.70
L = 11.26
R = 30.00
PC STA. = 1+07.53
PT STA. = 1+18.79

CURVE DATA NE_CORNER1_5
PI STA. = 1+48.19
Δ = 29° 56' 04" (RT)
D = 52° 05' 13"
T = 29.41
L = 57.47
R = 110.00
PC STA. = 1+18.79
PT STA. = 1+76.26

℄ NW CORNER

CURVE DATA NW_CORNER_1
PI STA. = 0+34.06
Δ = 15° 30' 59" (LT)
D = 22° 55' 06"
T = 34.06
L = 67.70
R = 250.00
PC STA. = 0+00.00
PT STA. = 0+67.70

CURVE DATA NW_CORNER_2
PI STA. = 0+96.74
Δ = 42° 19' 32" (LT)
D = 76° 23' 27"
T = 29.04
L = 55.41
R = 75.00
PC STA. = 0+67.70
PT STA. = 1+23.11

CURVE DATA NW_CORNER_3
PI STA. = 1+38.46
Δ = 26° 34' 44" (RT)
D = 88° 08' 50"
T = 15.35
L = 30.15
R = 65.00
PC STA. = 1+23.11
PT STA. = 1+53.26

CURVE DATA NW_CORNER_4
PI STA. = 1+95.02
Δ = 45° 19' 46" (LT)
D = 57° 17' 45"
T = 41.76
L = 79.11
R = 100.00
PC STA. = 1+53.26
PT STA. = 2+32.38

℄ SE CORNER

CURVE DATA SE_CORNER_1
PI STA. = 0+60.52
Δ = 44° 56' 30" (RT)
D = 67° 24' 24"
T = 35.16
L = 66.67
R = 85.00
PC STA. = 0+25.36
PT STA. = 0+92.04

CURVE DATA SE_CORNER_2
PI STA. = 1+05.83
Δ = 23° 58' 05" (LT)
D = 88° 08' 50"
T = 13.80
L = 27.19
R = 65.00
PC STA. = 0+92.04
PT STA. = 1+19.23

CURVE DATA SE_CORNER_3
PI STA. = 1+53.55
Δ = 52° 14' 40" (RT)
D = 81° 51' 04"
T = 34.33
L = 63.83
R = 70.00
PC STA. = 1+19.23
PT STA. = 1+83.05

CURVE DATA SE_CORNER_4
PI STA. = 2+20.60
Δ = 6° 05' 59" (RT)
D = 40° 55' 32"
T = 7.46
L = 14.90
R = 140.00
PC STA. = 2+13.14
PT STA. = 2+28.05

℄ SW CORNER

CURVE DATA SW_CORNER_1
PI STA. = 0+20.03
Δ = 20° 38' 30" (RT)
D = 52° 05' 13"
T = 20.03
L = 39.63
R = 110.00
PC STA. = 0+00.00
PT STA. = 0+39.63

CURVE DATA SW_CORNER_2
PI STA. = 0+58.69
Δ = 64° 51' 09" (RT)
D = 190° 59' 09"
T = 19.06
L = 33.96
R = 30.00
PC STA. = 0+39.63
PT STA. = 0+73.59

CURVE DATA SW_CORNER_3
PI STA. = 0+92.90
Δ = 21° 51' 39" (RT)
D = 57° 17' 45"
T = 19.31
L = 38.15
R = 100.00
PC STA. = 0+73.59
PT STA. = 1+11.74

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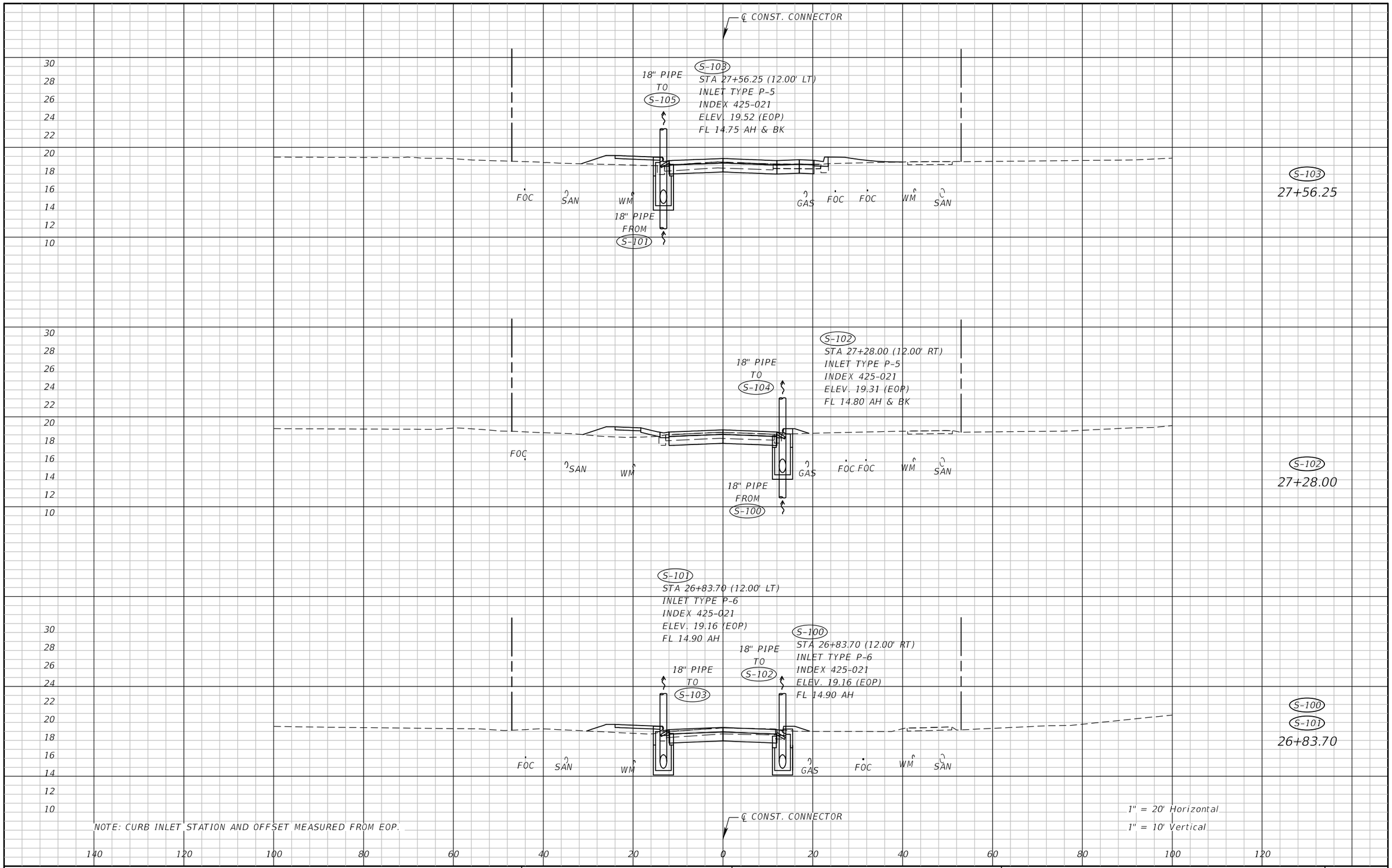
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

INTERSECTION DETAILS BEACH AND LEGION (2)

SHEET NO. 33



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

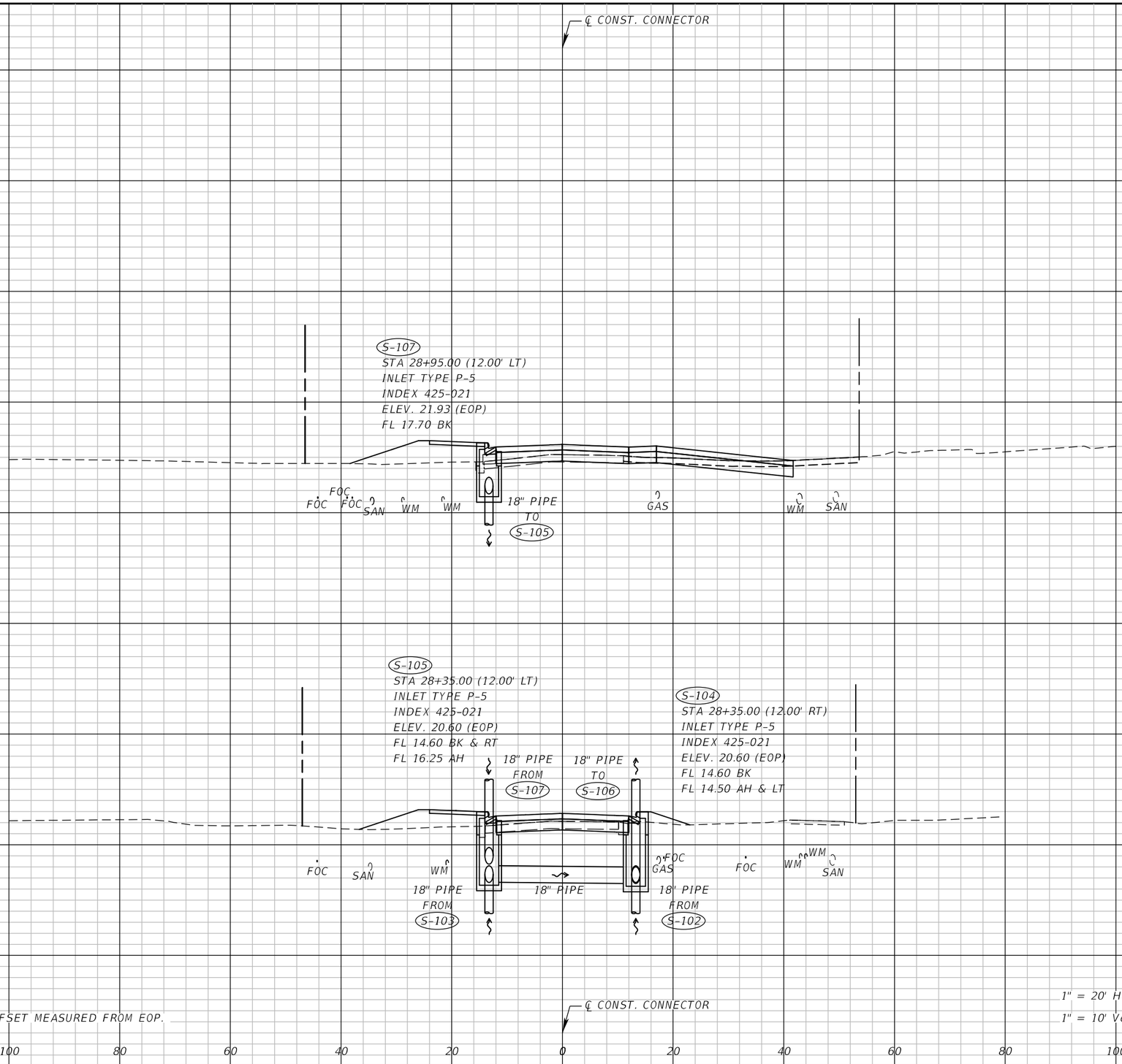
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 34

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S-107
28+95.00

S-104
S-105
28+35.00

NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

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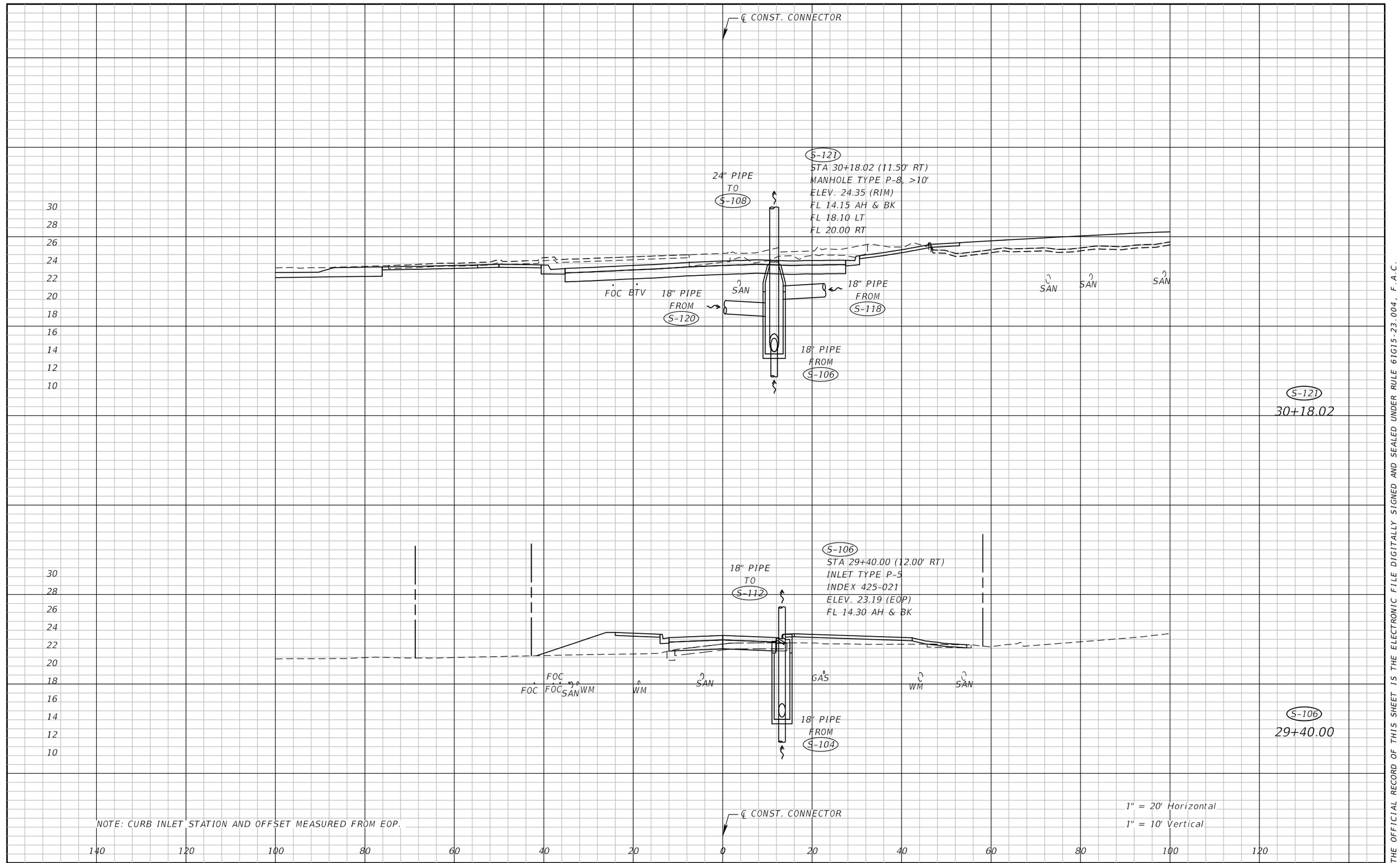
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 35



NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

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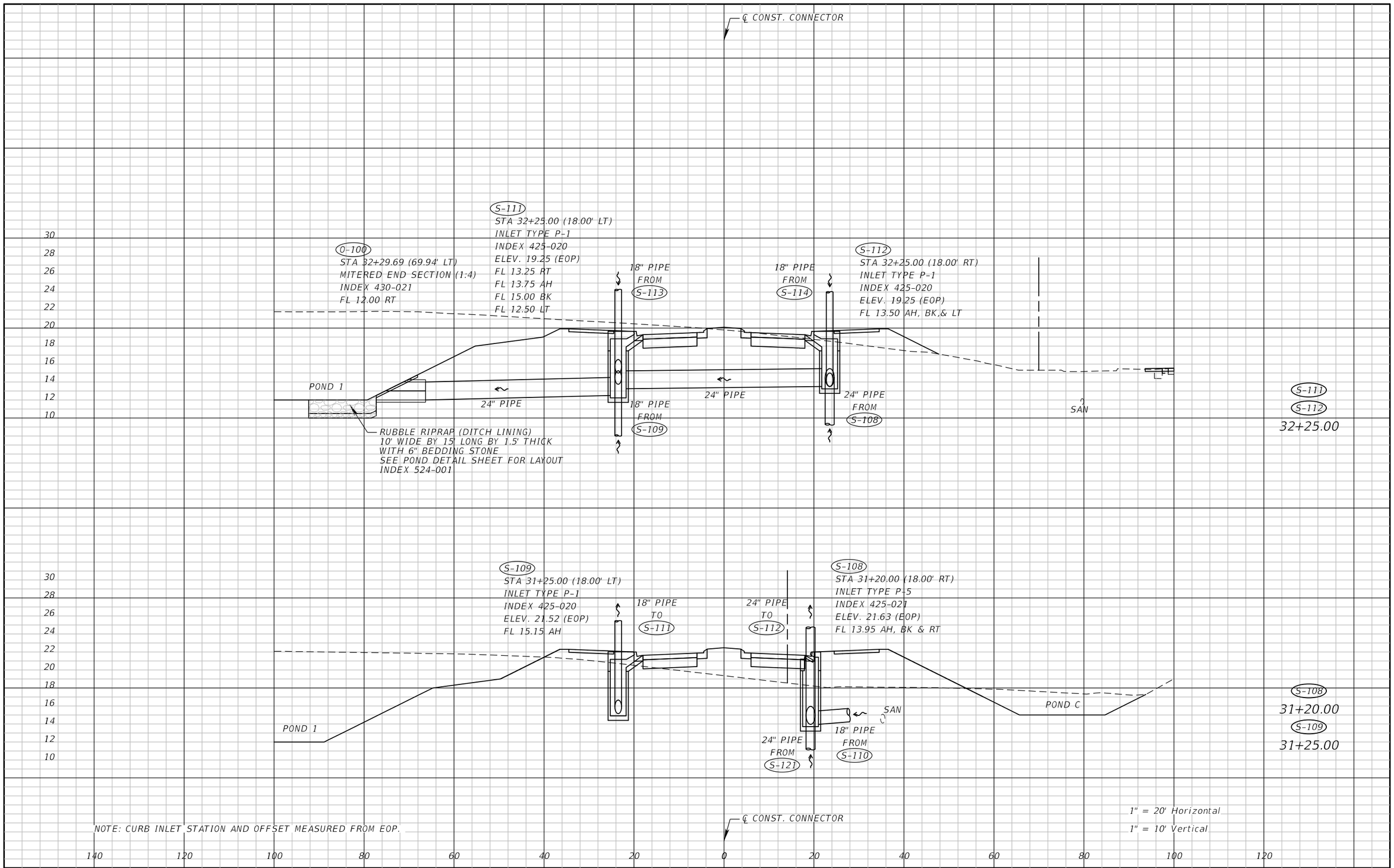
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 36



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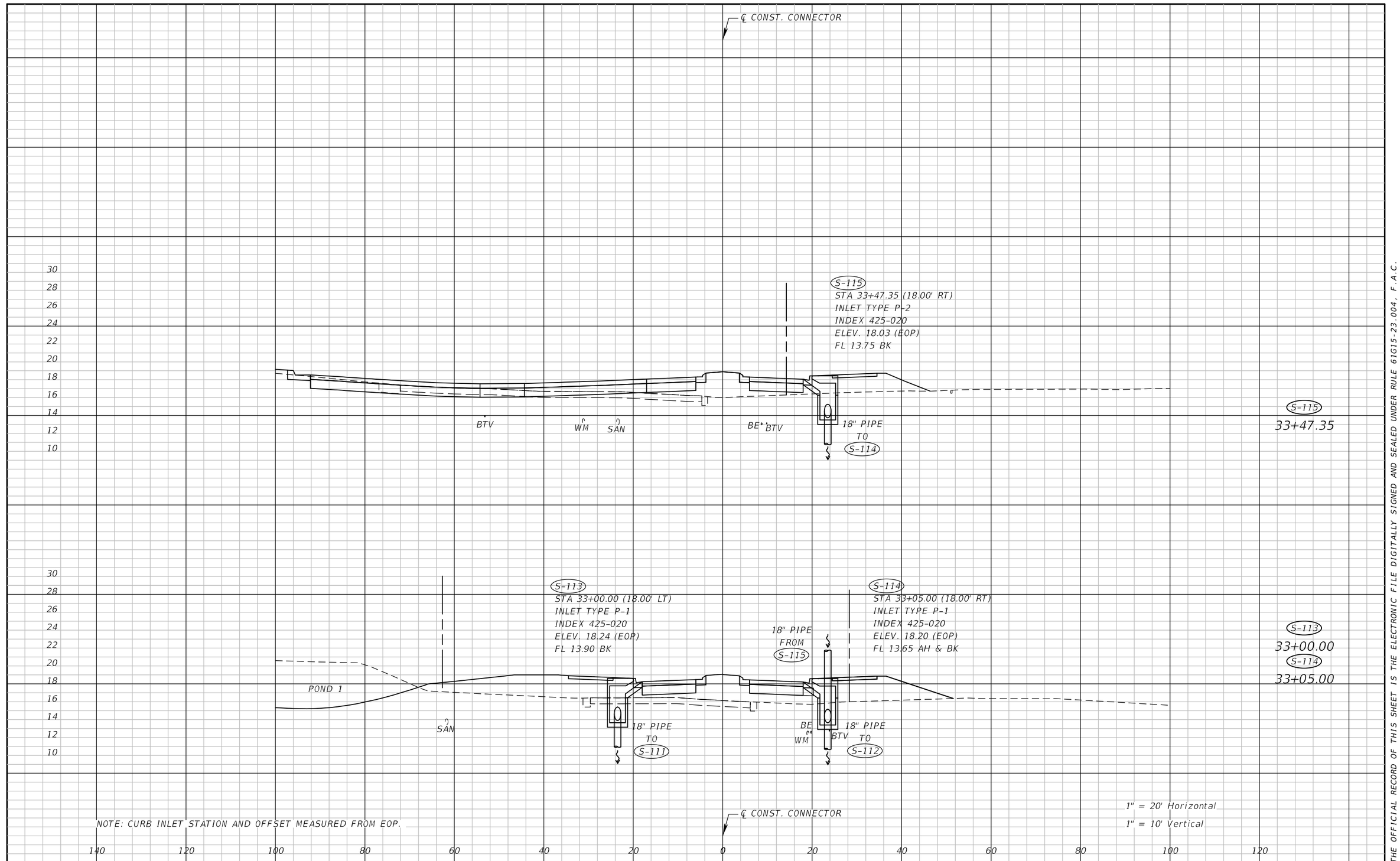
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 37

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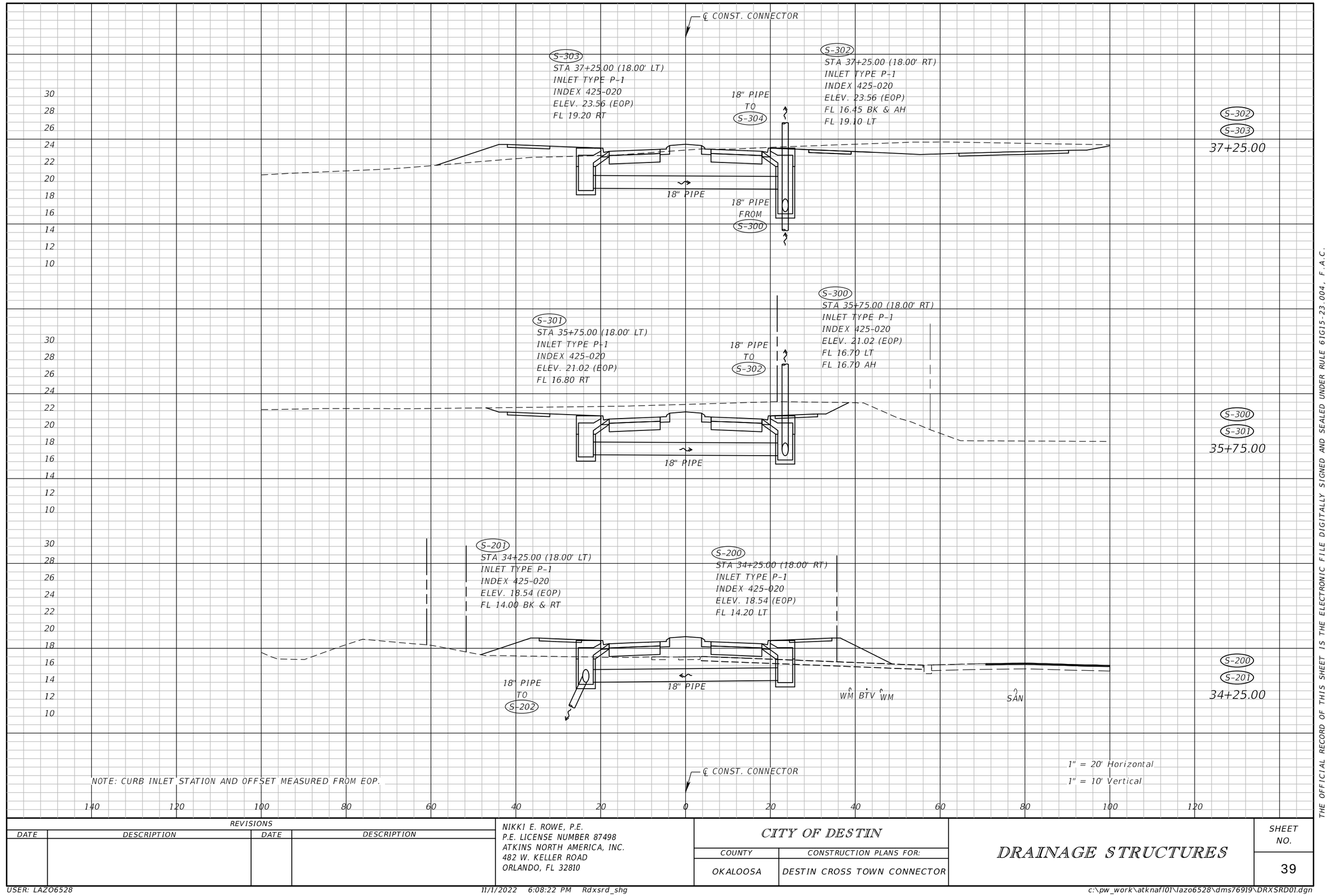
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 38



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

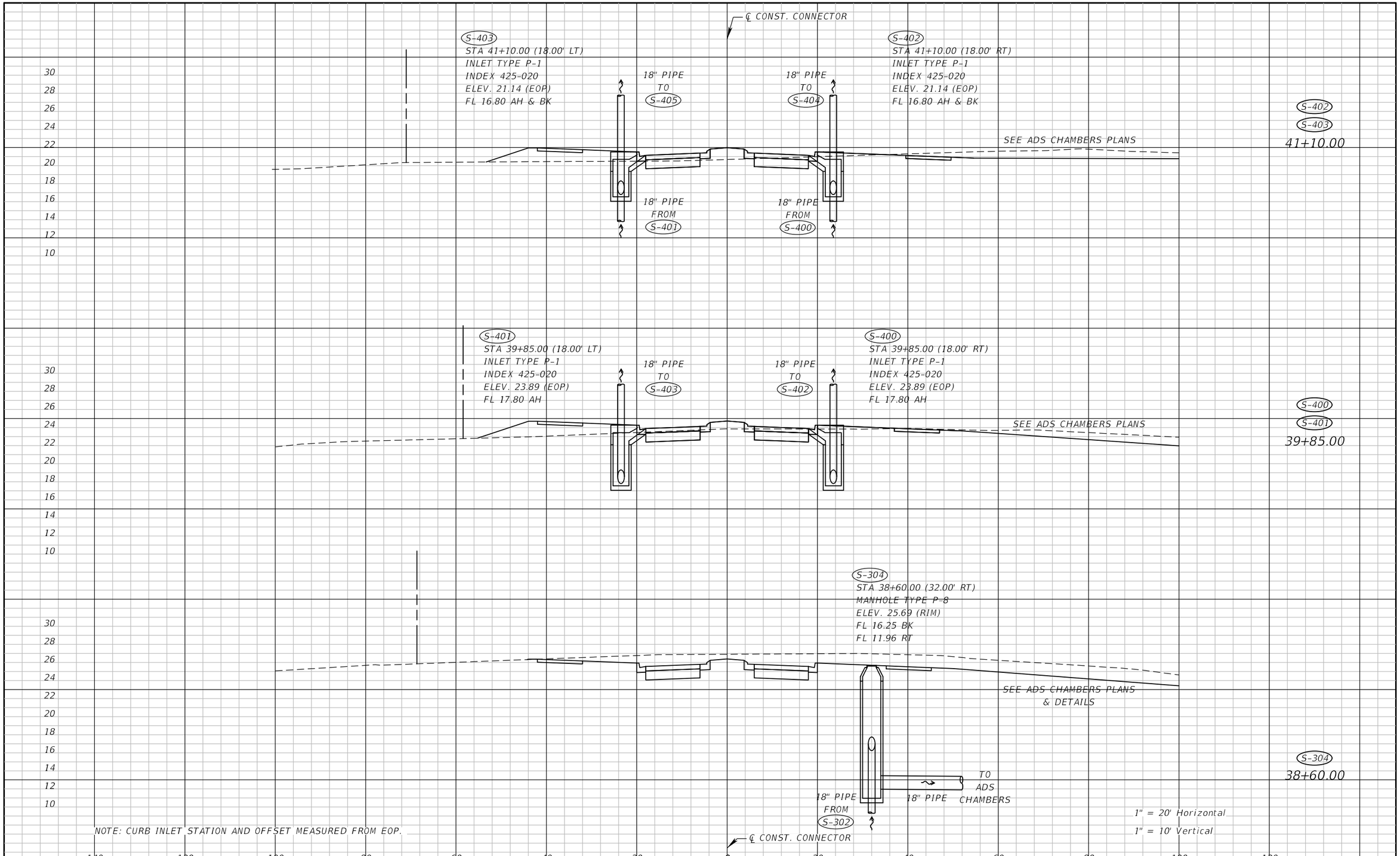
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 39

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DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

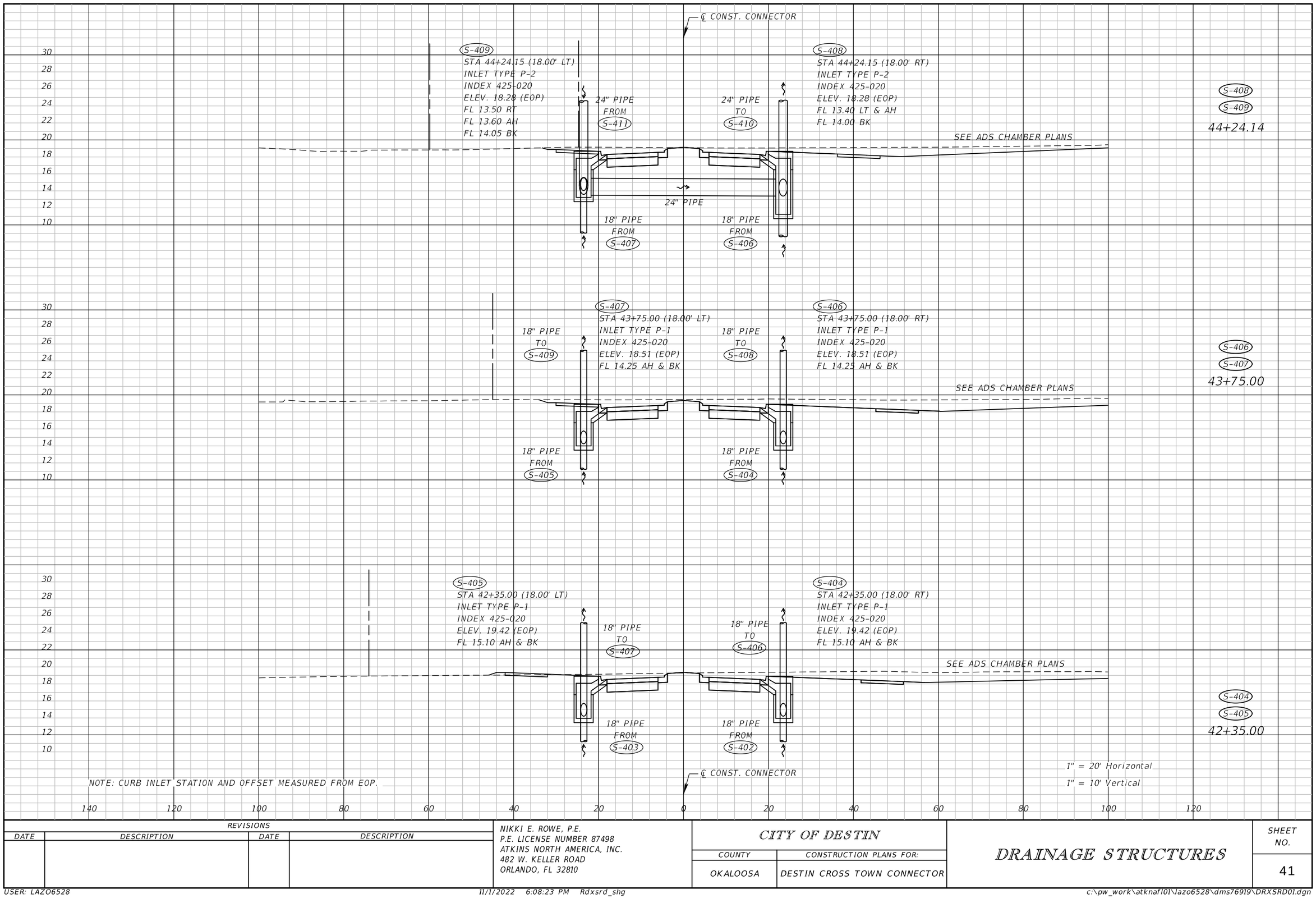
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 40

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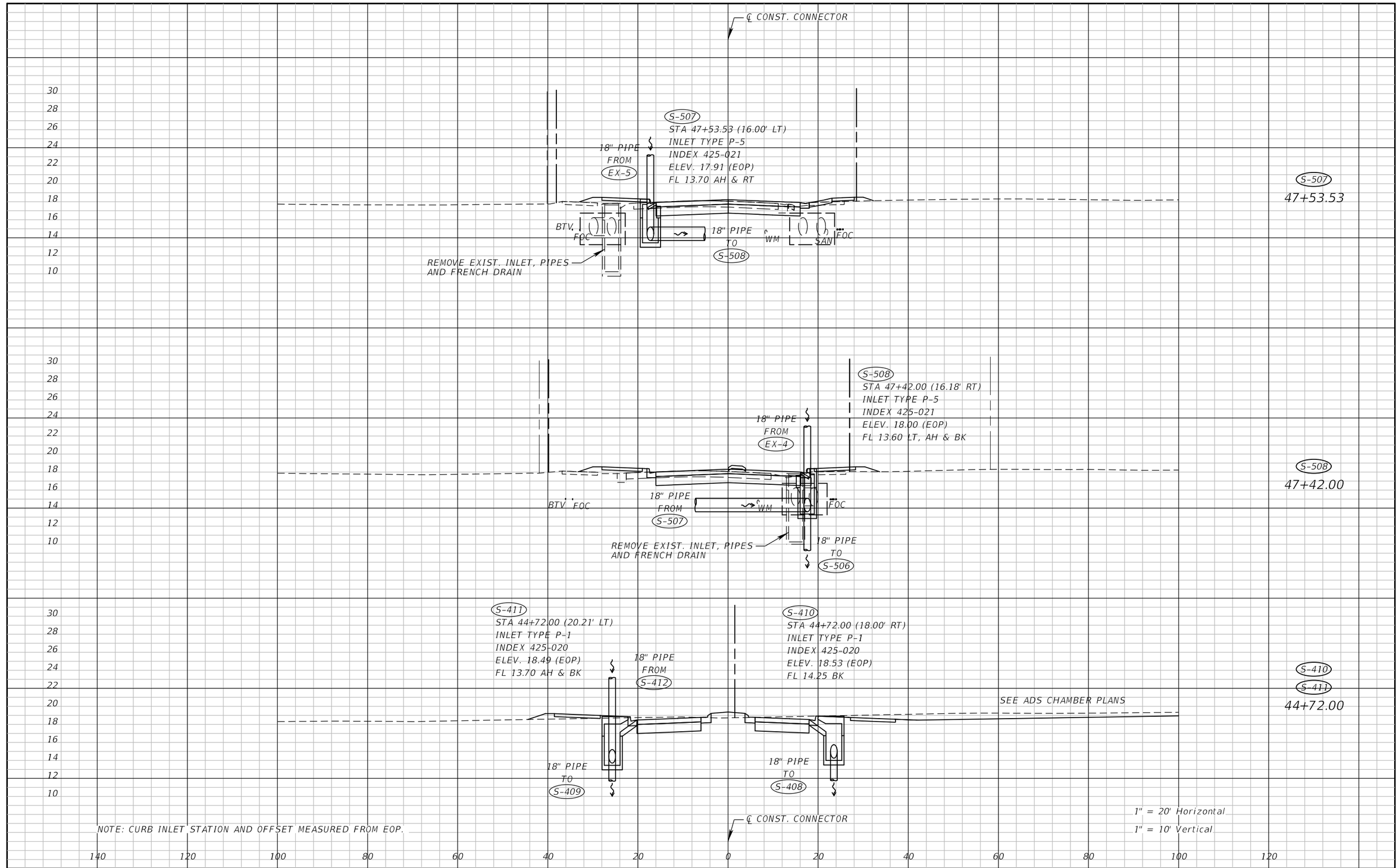
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 41



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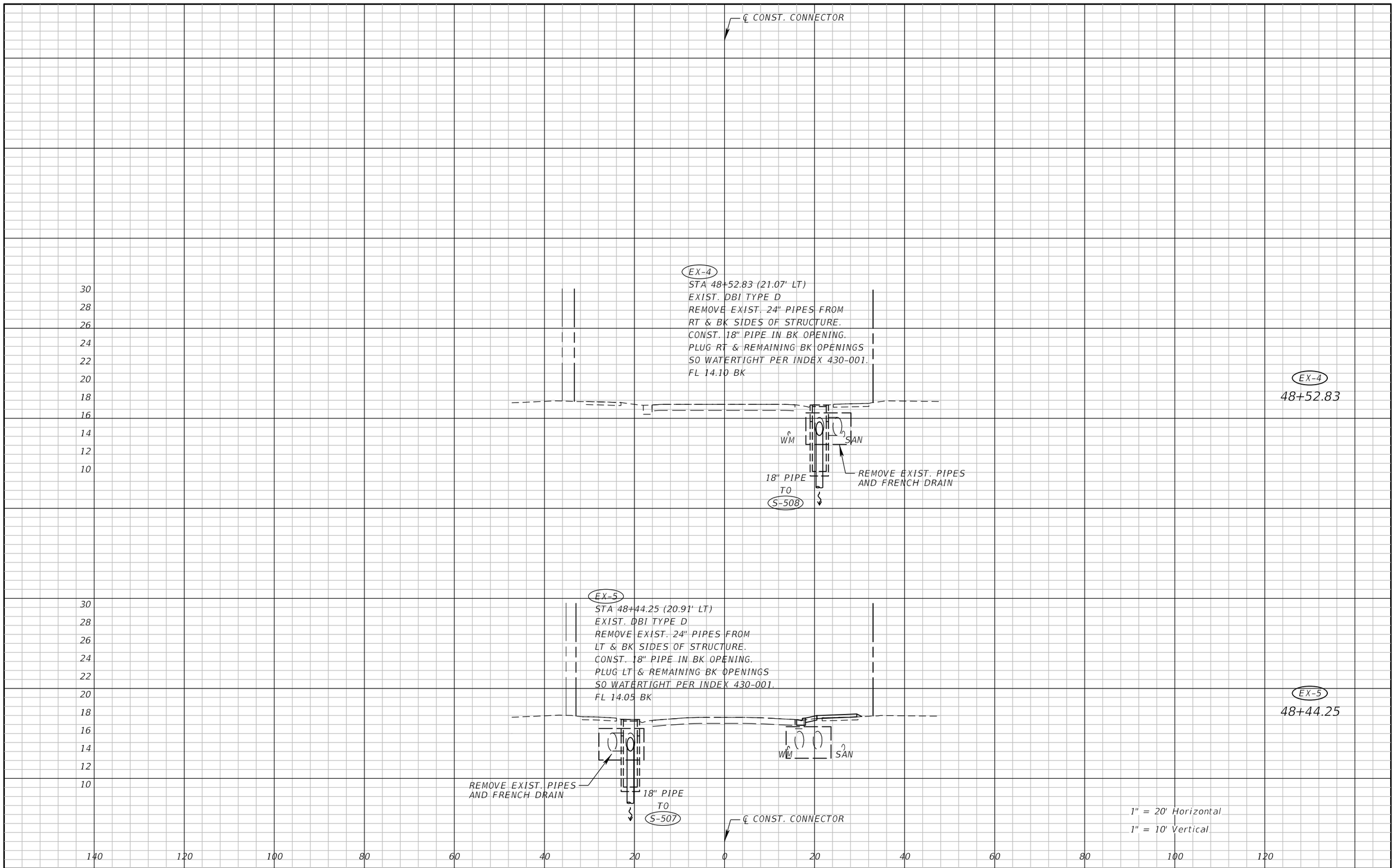
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 42



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

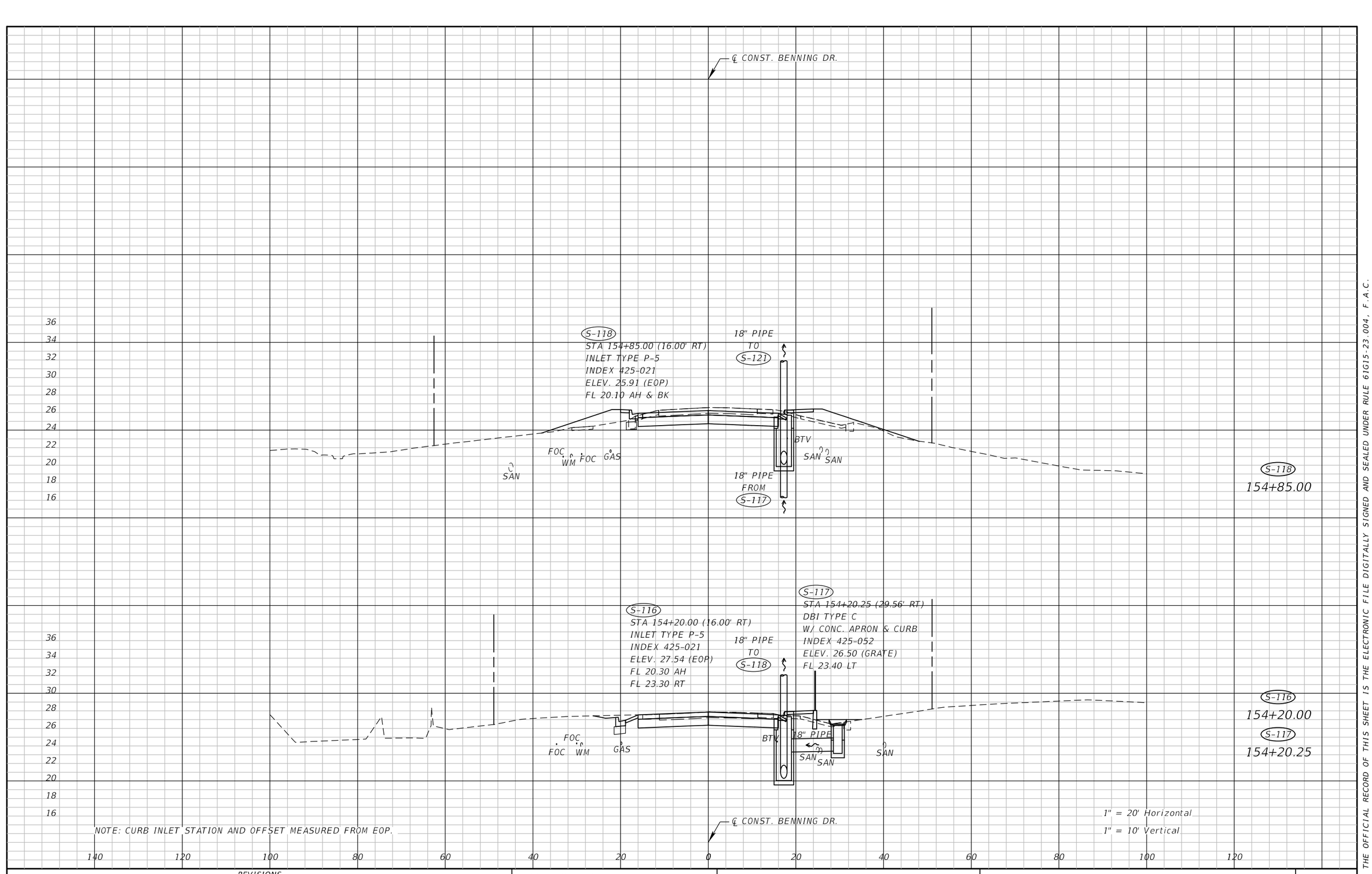
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 43

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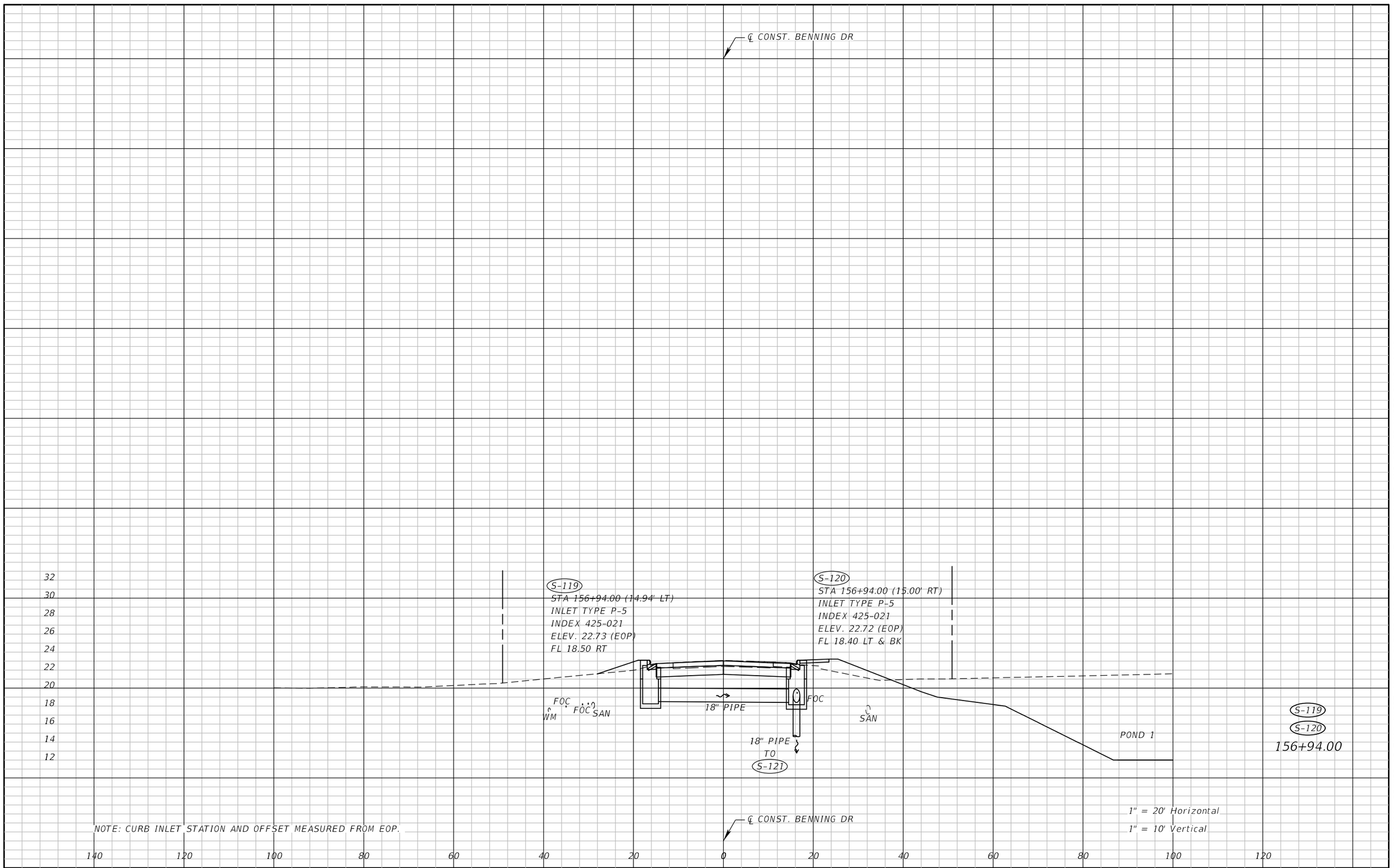
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P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES
BENNING DR

SHEET NO. 44



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482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES
BENNING DR

SHEET NO. 45

℄ CONST. SANDALWOOD CT

CF-2
STA 352+08.00 (12.00' LT)
CLOSED FLUME INLET, TYPE 1
INDEX 425-061
ELEV. 14.96 (EOP)

CF-2
352+08.00

POND B

SAN

SAN

BE BTV

RUBBLE RIPRAP (DITCH LINING)
5' WIDE TO BOTTOM OF POND EL 14.00
1.5' THICK WITH 6" BEDDING STONE
SEE POND DETAIL SHEET FOR LAYOUT
INDEX 524-001

RUBBLE RIPRAP (DITCH LINING)
6.5' WIDE, 1.5' THICK WITH 6" BEDDING STONE
SEE DRAINAGE DETAILS SHEET FOR LAYOUT
INDEX 524-001

CF-1
STA 351+45.00 (12.00' LT)
CLOSED FLUME INLET, TYPE 1
INDEX 425-061
ELEV. 16.94 (EOP)

CF-1
351+45.00

SAN

CONST. CONCRETE GUTTER
PER INDEX 430-001

POND A

SAN

RUBBLE RIPRAP (DITCH LINING)
5' WIDE TO BOTTOM OF POND EL 13.00
1.5' THICK WITH 6" BEDDING STONE
SEE POND DETAIL SHEET FOR LAYOUT
INDEX 524-001

S-110
STA 350+80.00 (12.00' RT)
INLET TYPE P-5
INDEX 425-021
ELEV. 19.92 (EOP)
FL 14.15 BK

S-110
350+80.00

POND C

SAN

SAN

18" PIPE
TO
S-108

℄ CONST. SANDALWOOD CT

NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

28 26 24 22 20 18 16 14 12 10

140 120 100 80 60 40 20 0 20 40 60 80 100 120

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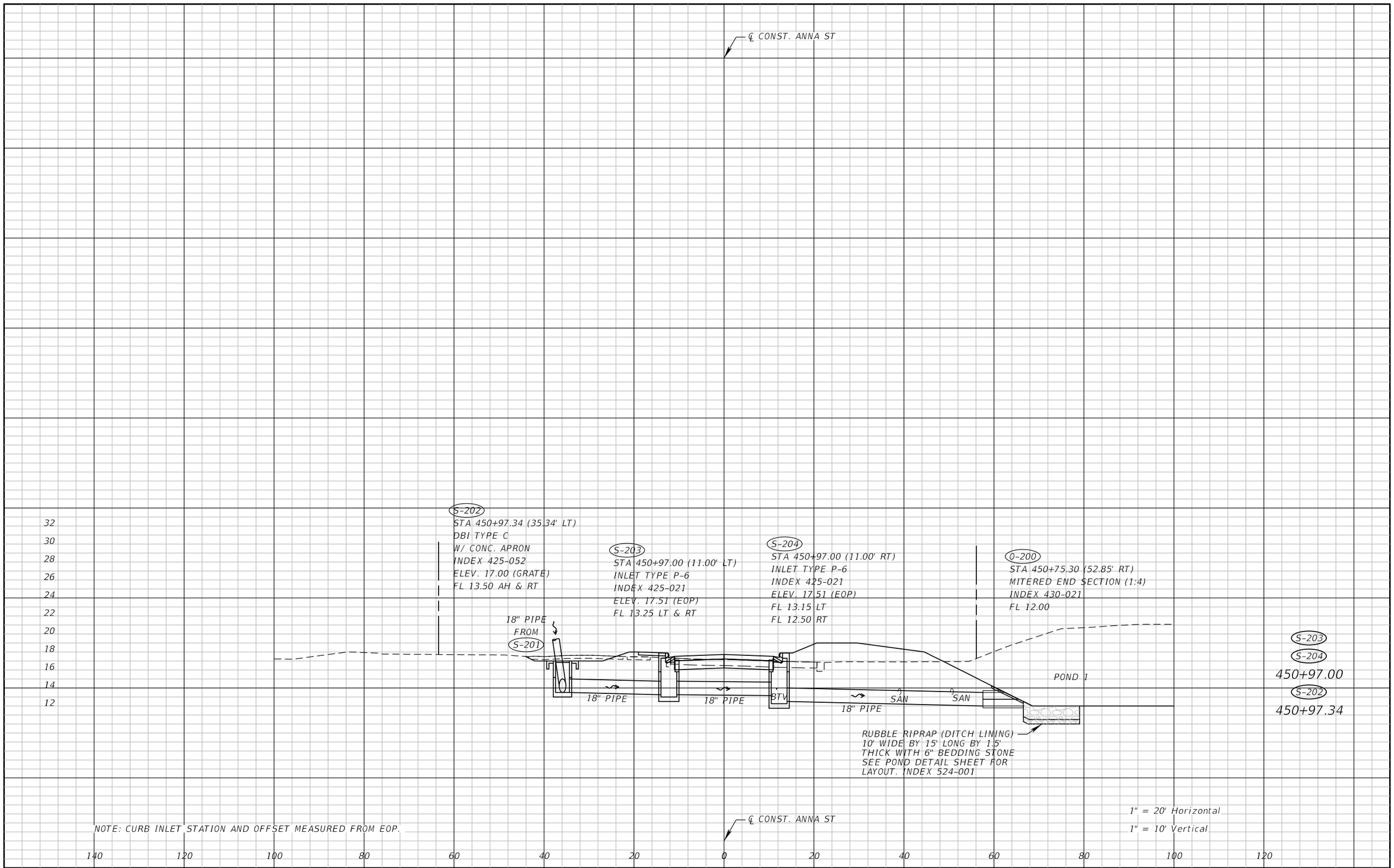
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES
SANDALWOOD CT

SHEET NO. 46



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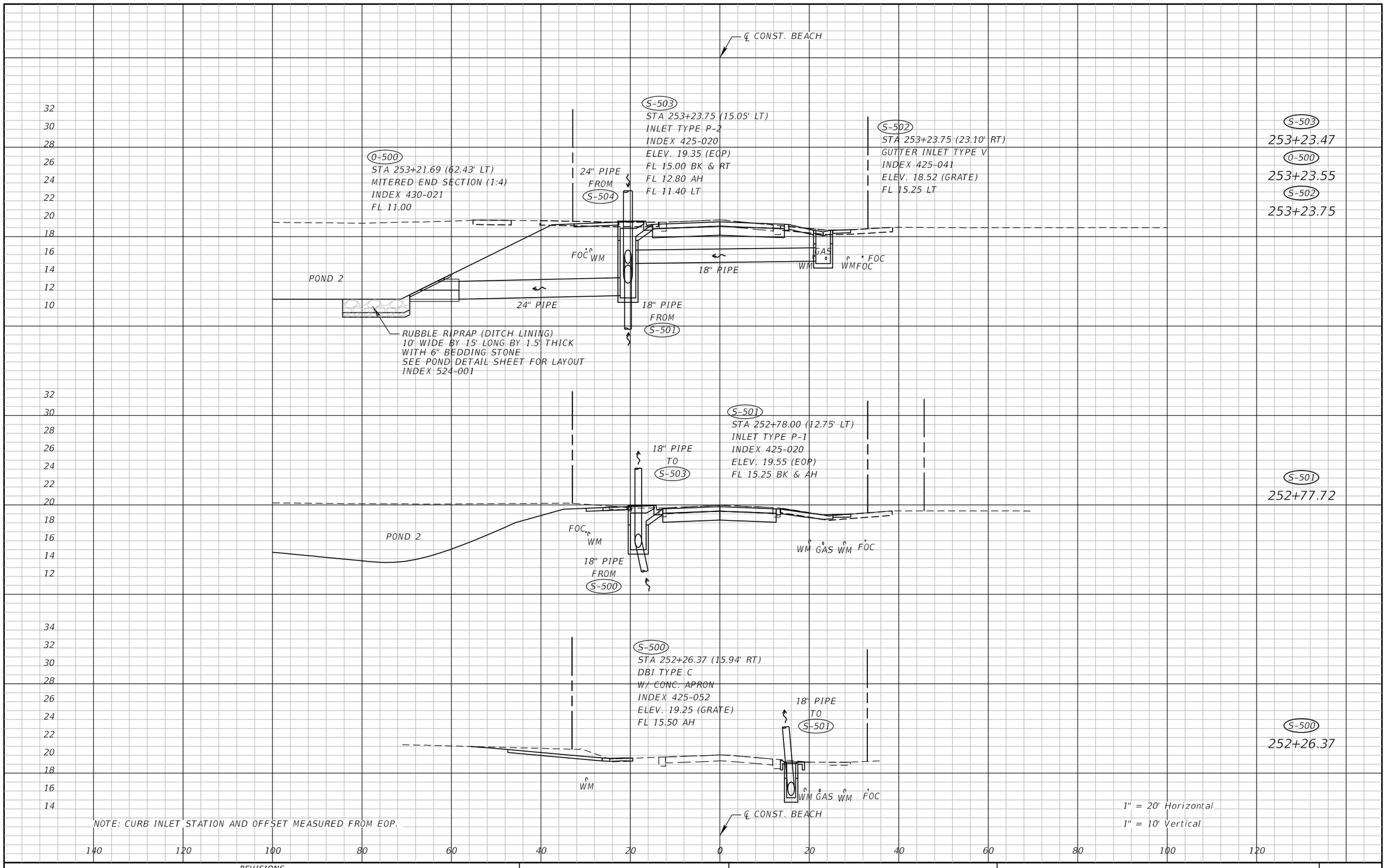
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES
ANNA ST

SHEET NO. 47



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

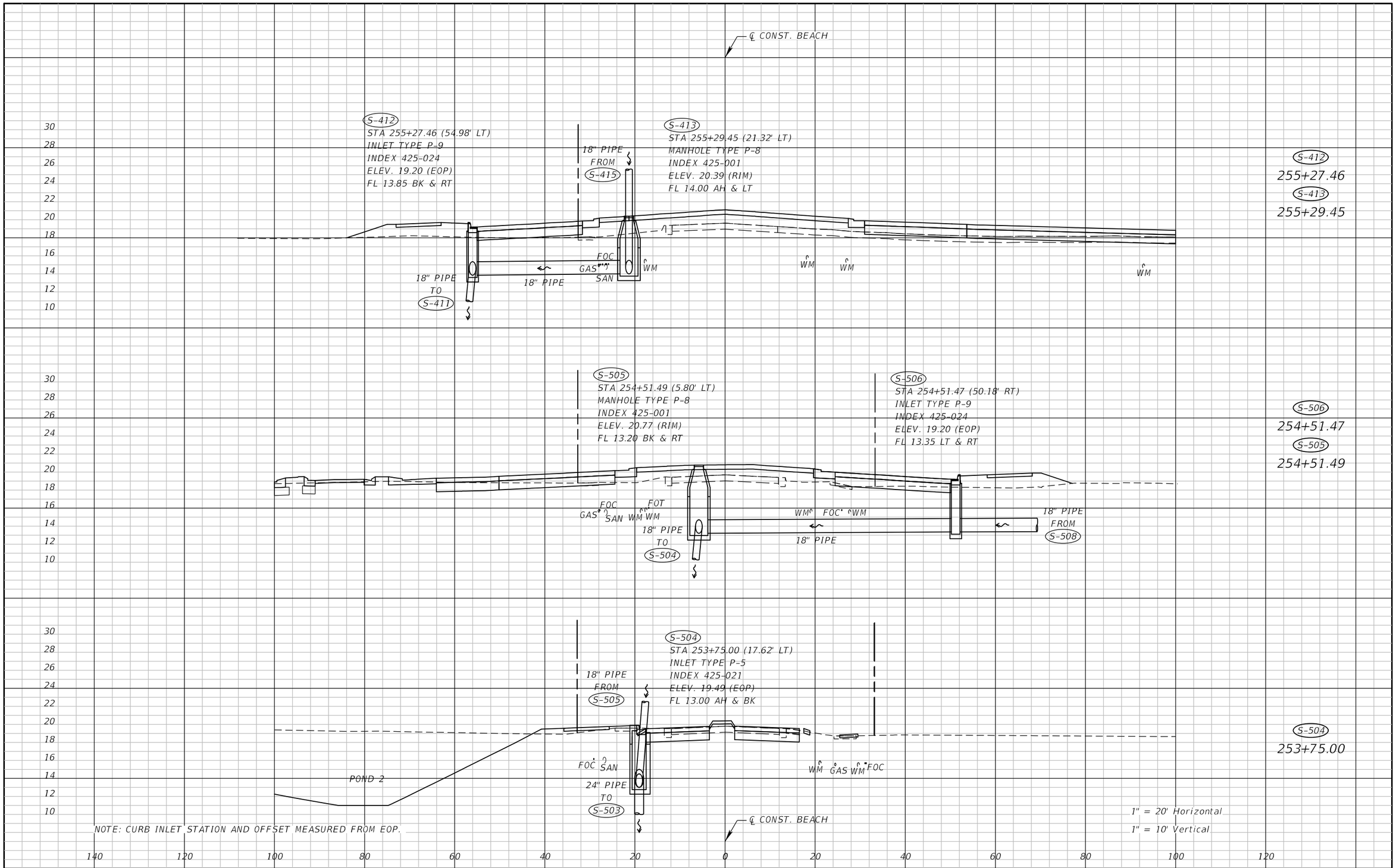
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES BEACH

SHEET NO. 48



NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

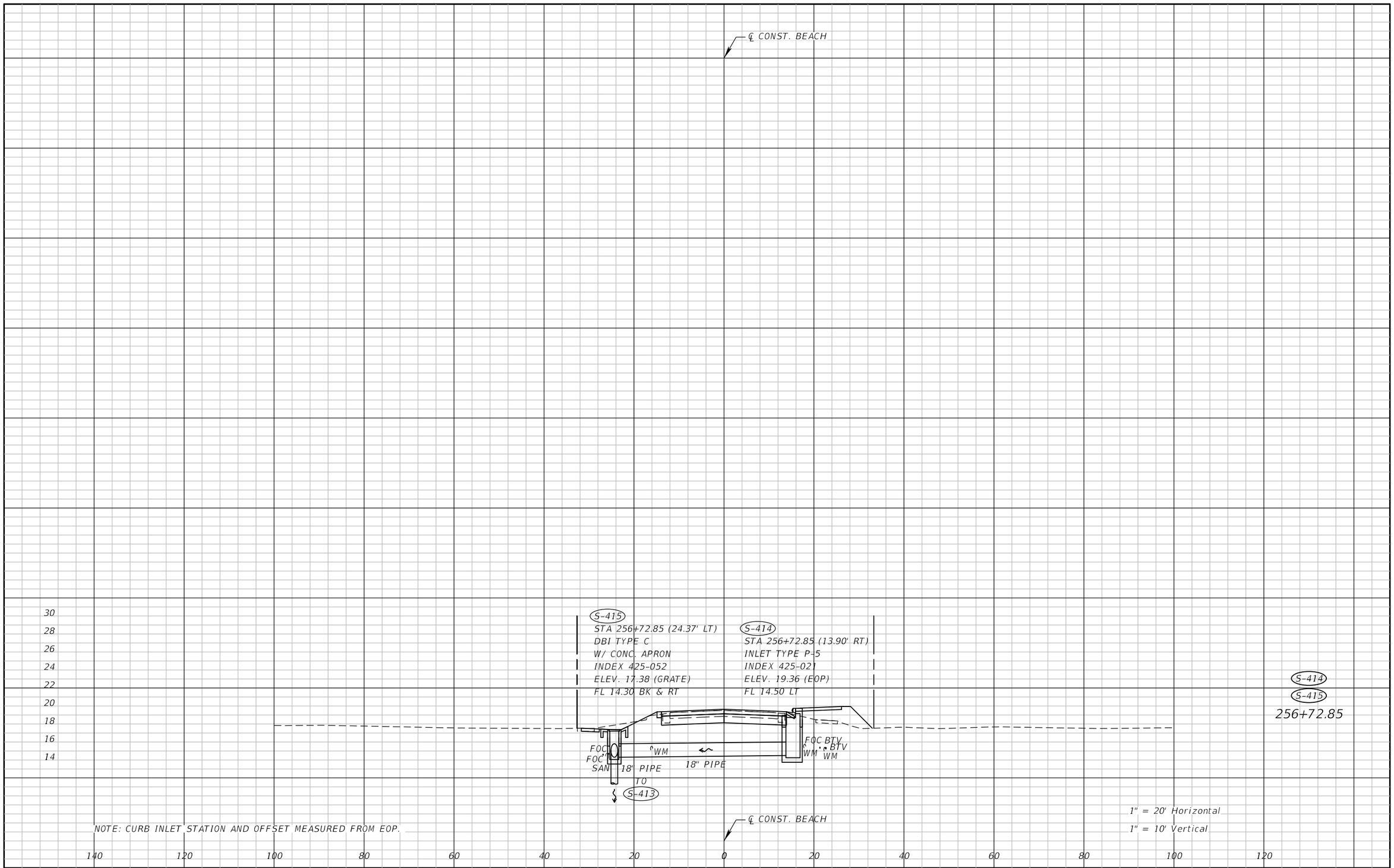
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES BEACH

SHEET NO. 49



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

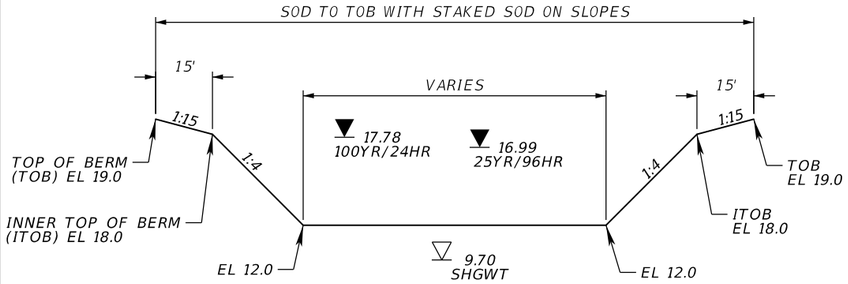
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES BEACH

SHEET NO. 50

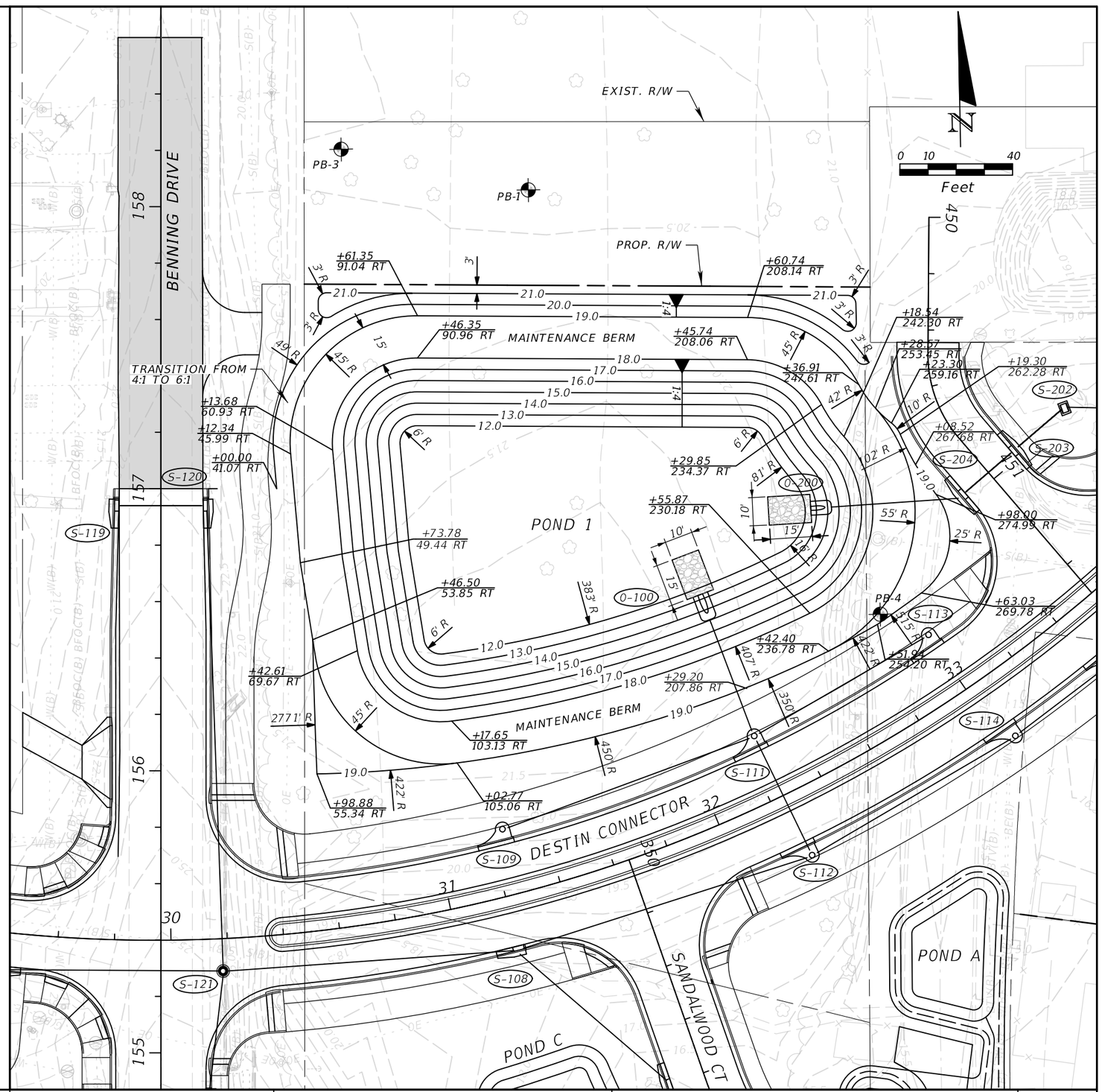


TYPICAL SECTION

NTS

NOTES:

1. STATION AND OFFSET CALLOUTS MEASURED FROM ℄ BENNING DRIVE.



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 DETAIL

SHEET NO. 51

CURVE DATA CL_SIDEWALK-2_1
PI STA. = 0+51.62
Δ = 81° 24' 32" (RT)
D = 95° 29' 30"
T = 51.62
L = 85.25
R = 60.00
PC STA. = 0+00.00
PT STA. = 0+85.25

CURVE DATA CL_SIDEWALK-2_2
PI STA. = 1+11.43
Δ = 47° 08' 51" (LT)
D = 95° 29' 30"
T = 26.18
L = 49.37
R = 60.00
PC STA. = 0+85.25
PT STA. = 1+34.63

0 10 60
Feet

EXIST. R/W
DESTIN CONNECTOR
S 75° 10' 25" E
S 81° 37' 57" E
MAINTENANCE BERM
MAINTENANCE BERM
EXIST. R/W
℄ CONST. SWK-2
BEACH DRIVE
W 101° 15' 55" N
10' SU PATH
350' R
15'
15'
10' SU PATH
ITOB EL VARIES
PC STA 0+85.25
PT STA. 1+34.63
POT STA. 9+10.69
CL SIDEWALK-2 1
CL SIDEWALK-2 2
S-303
S-304
S-302
S-401
S-400
S-402
S-403
S-404
S-405
S-406
S-407
S-408
S-409
S-410
S-411
S-412
S-504
S-503
PB-1
PB-2
PB-3
PB-5
PB-6
PB-7
37
38
39
40
41
42
43
44
45
46
252
253
254
255
2
3
4
5
6
7
8
9
11.0
12.0
13.0
14.0
15.0
16.0
17.0
18.0

SOD TO SHARED USED PATH WITH STAKED SOD ON SLOPES
VARIES
5'
10' SU PATH
1:50
15'
1:50
8.90 SHGWT
EL 11.00

TYPICAL SECTION
NTS

NOTES:
1. STATION AND OFFSET CALLOUTS MEASURED FROM ℄ CONST. CONNECTOR.

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DATE	DESCRIPTION	DATE	DESCRIPTION

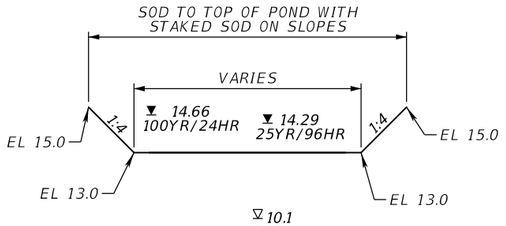
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

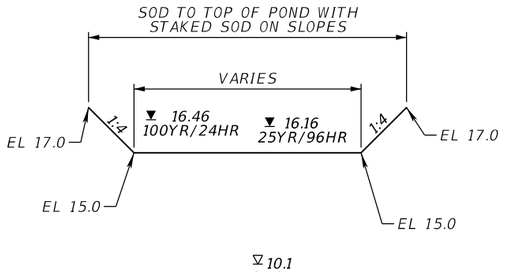
POND 2 DETAIL

SHEET NO. 52



TYPICAL SECTION - PONDS A & B

NTS

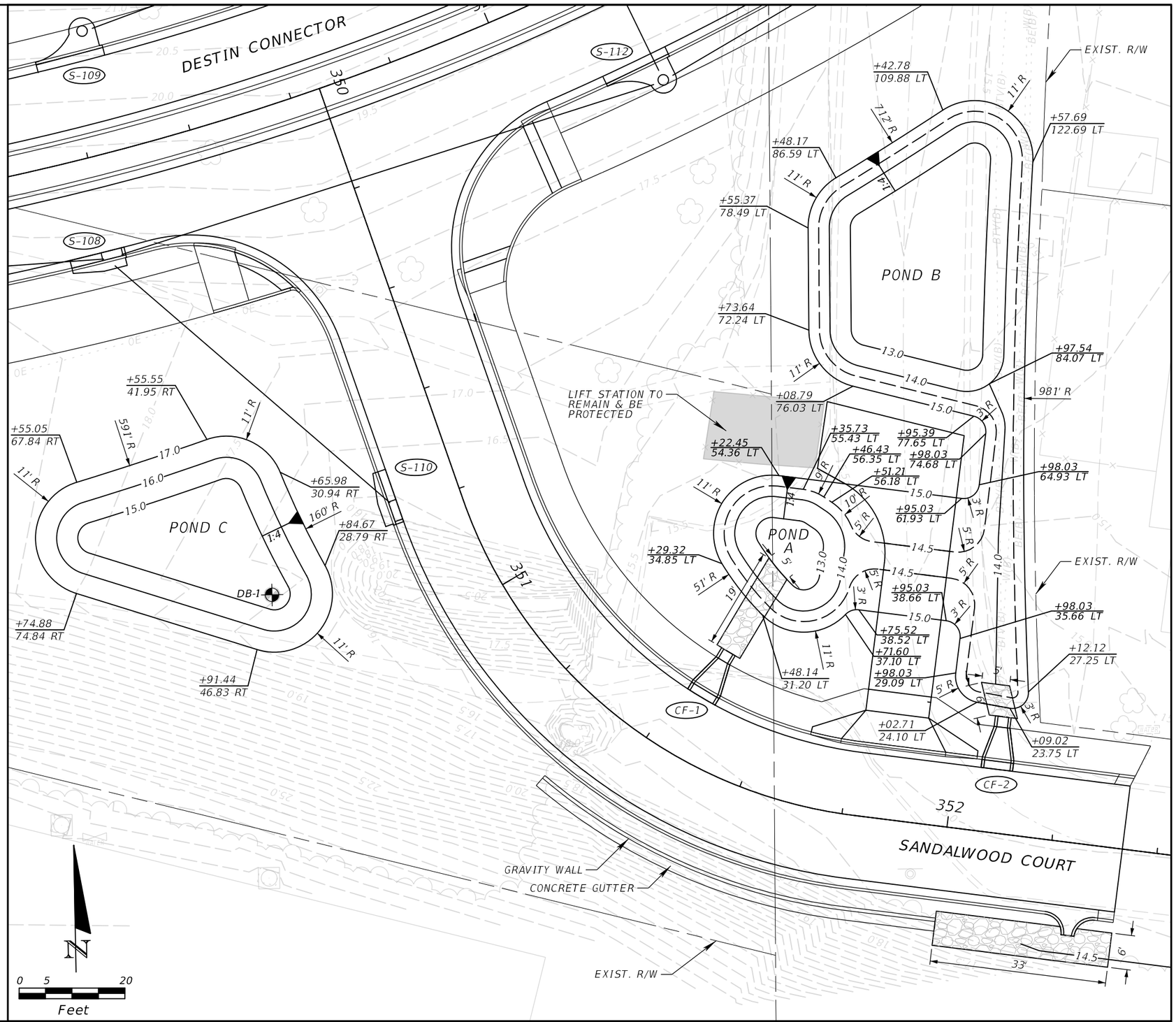


TYPICAL SECTION - POND C

NTS

NOTES:

1. STATION AND OFFSET CALLOUTS MEASURED FROM ℄ SANDALWOOD COURT.



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

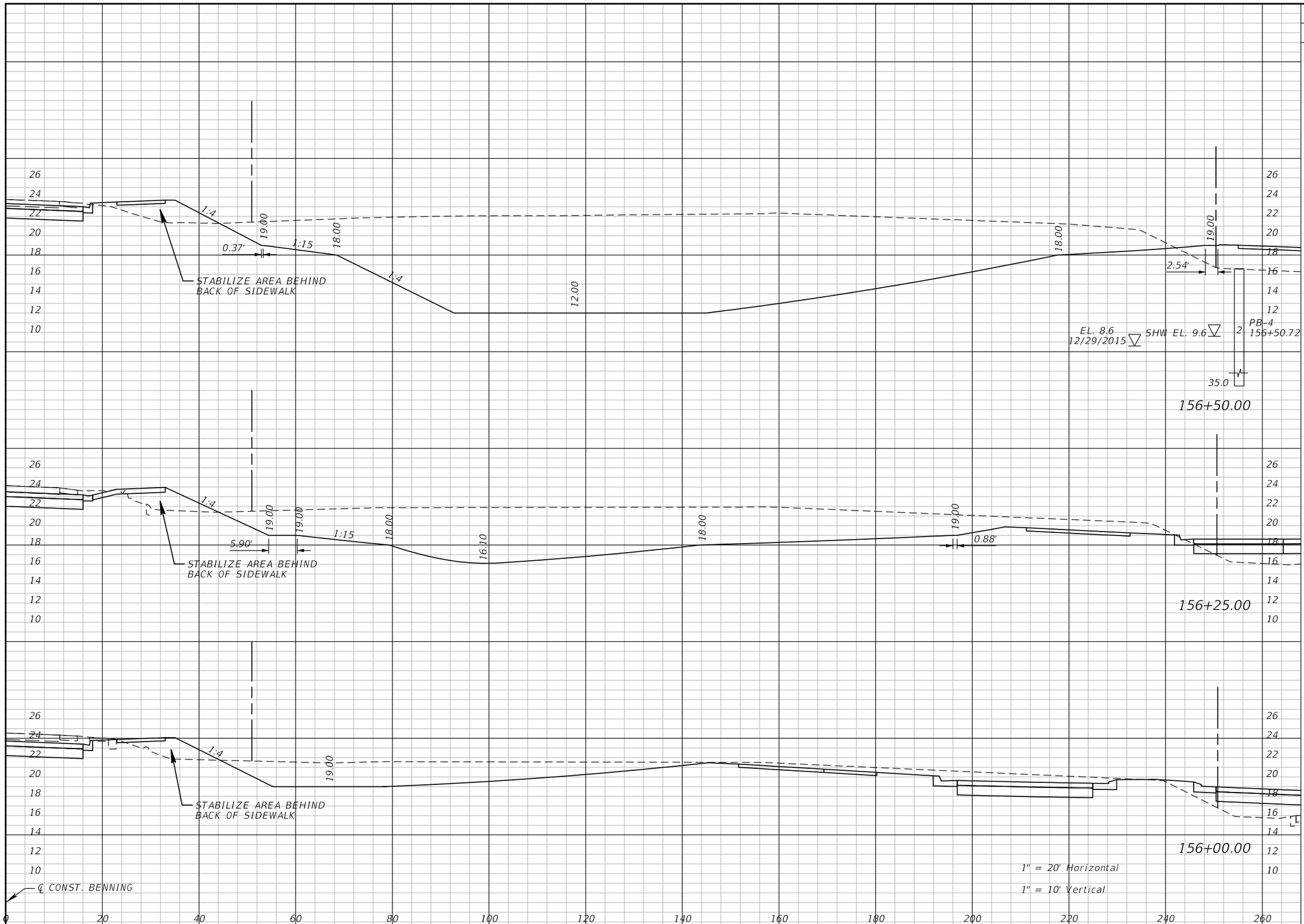
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PONDS A, B & C DETAIL

SHEET NO. 53



Regular Exc.		Embankment	
A	V	A	V
1328		22	
	891		16
597		13	
	356		11
173		11	

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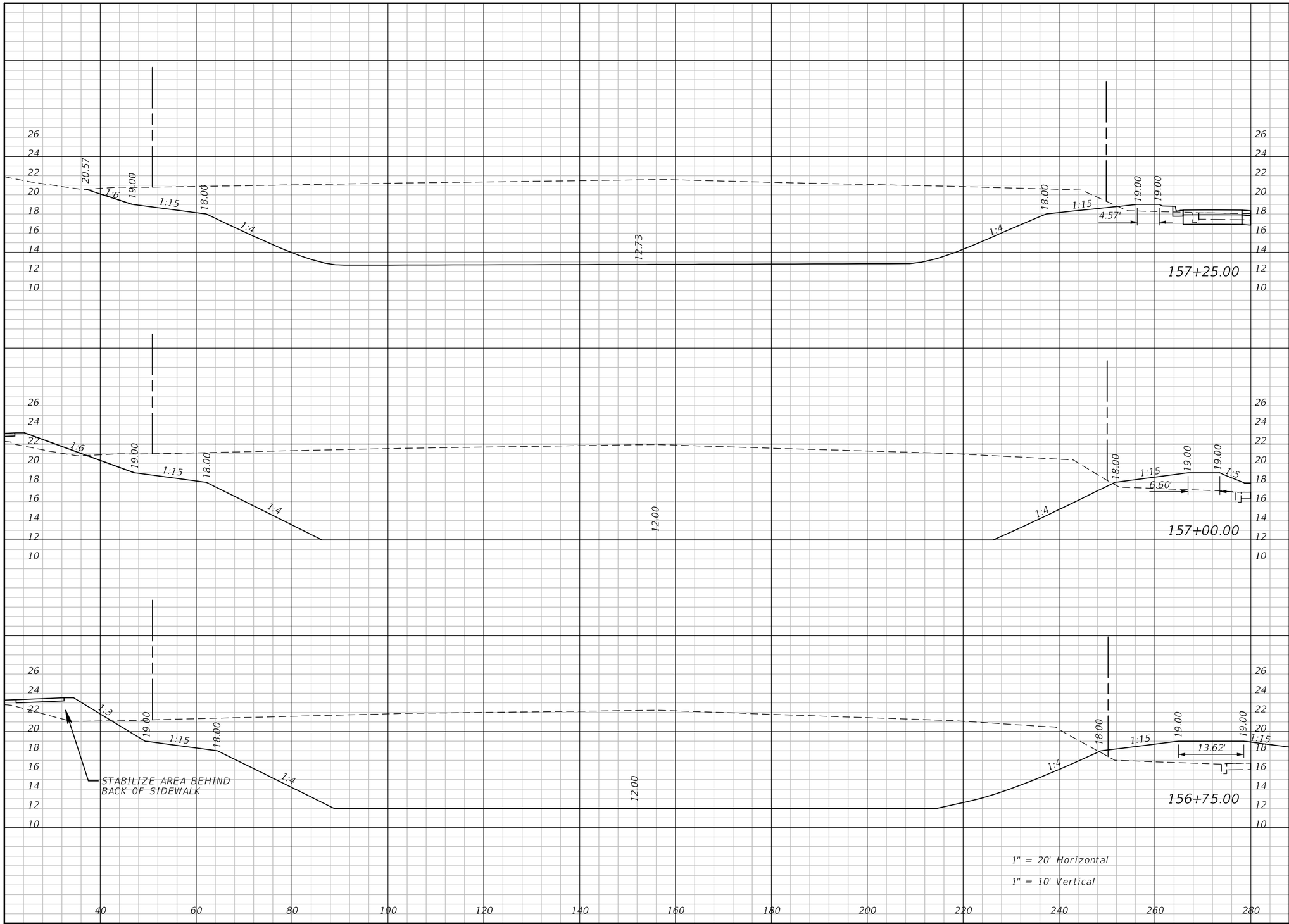
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 CROSS SECTIONS

SHEET NO. 54



Regular Exc.		Embankment	
A	V	A	V
1423		6	
	1429		24
1664		47	
	1534		51
1649		64	
	1378		40

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REVISIONS

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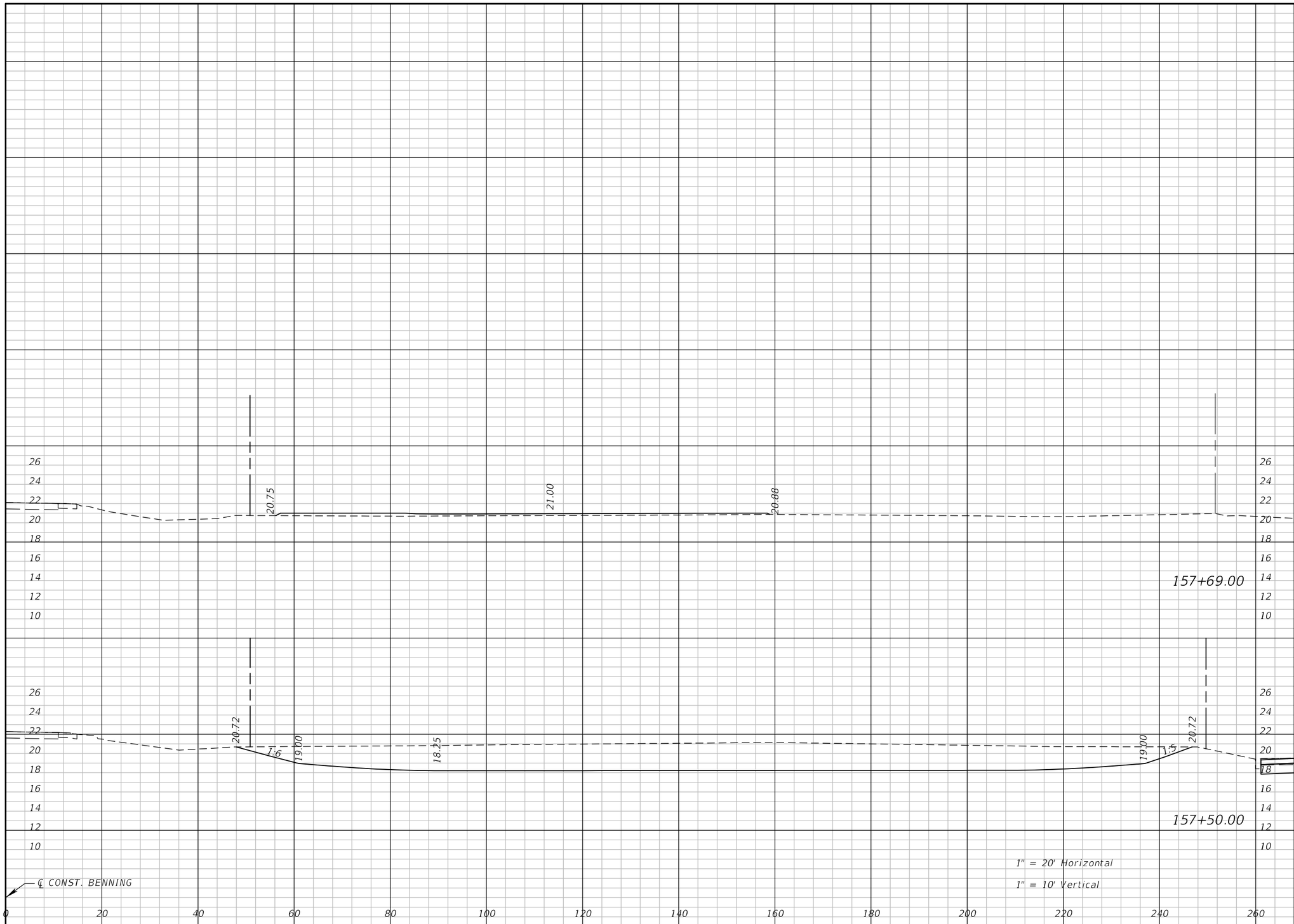
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 CROSS SECTIONS

SHEET NO. 55



Regular Exc.		Embankment	
A	V	A	V
0	168	21	7
478	880	0	3

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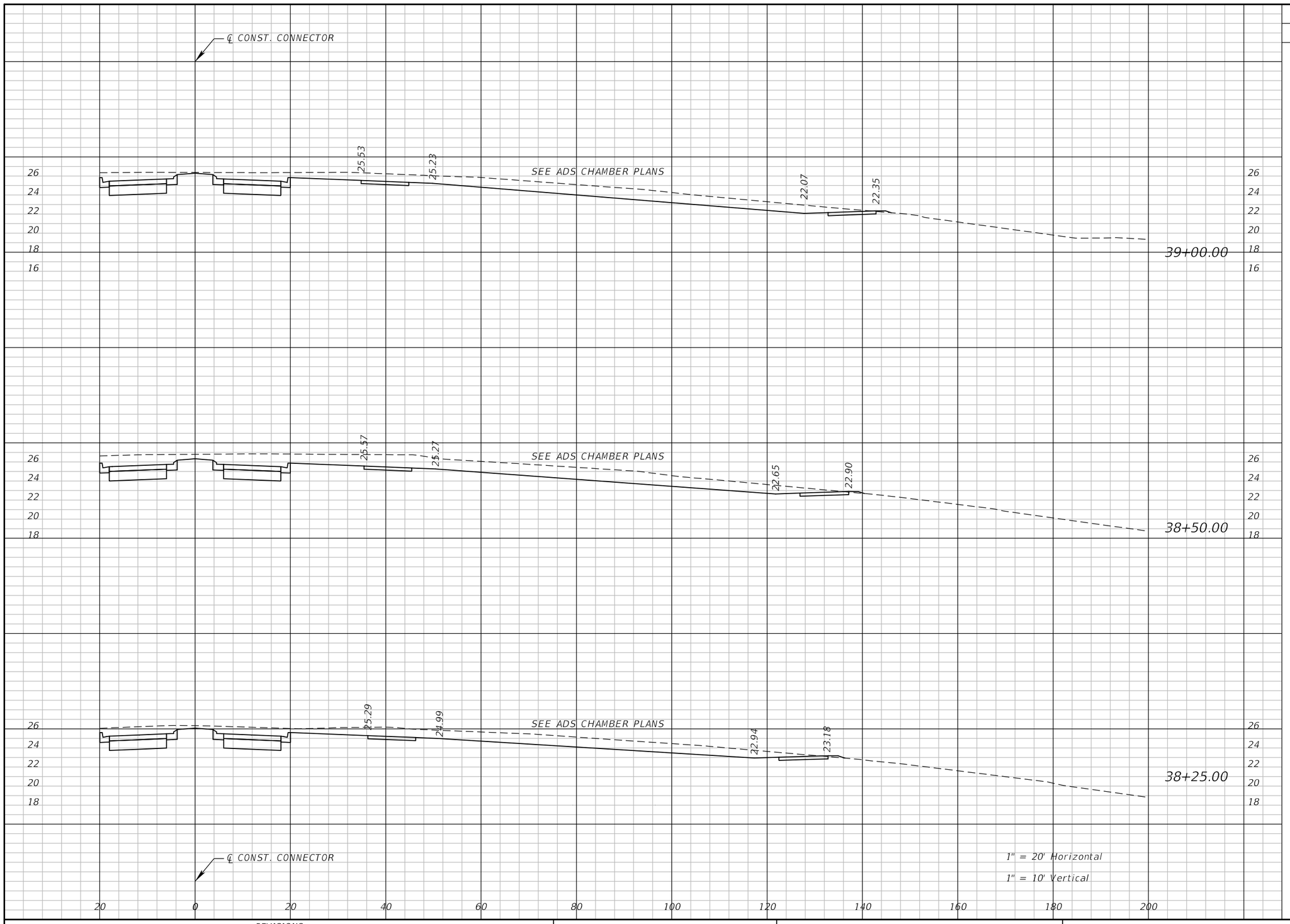
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 CROSS SECTIONS

SHEET NO. 56



Regular Exc.		Embankment	
A	V	A	V
85	160	0	0
88	73	0	0
70		0	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

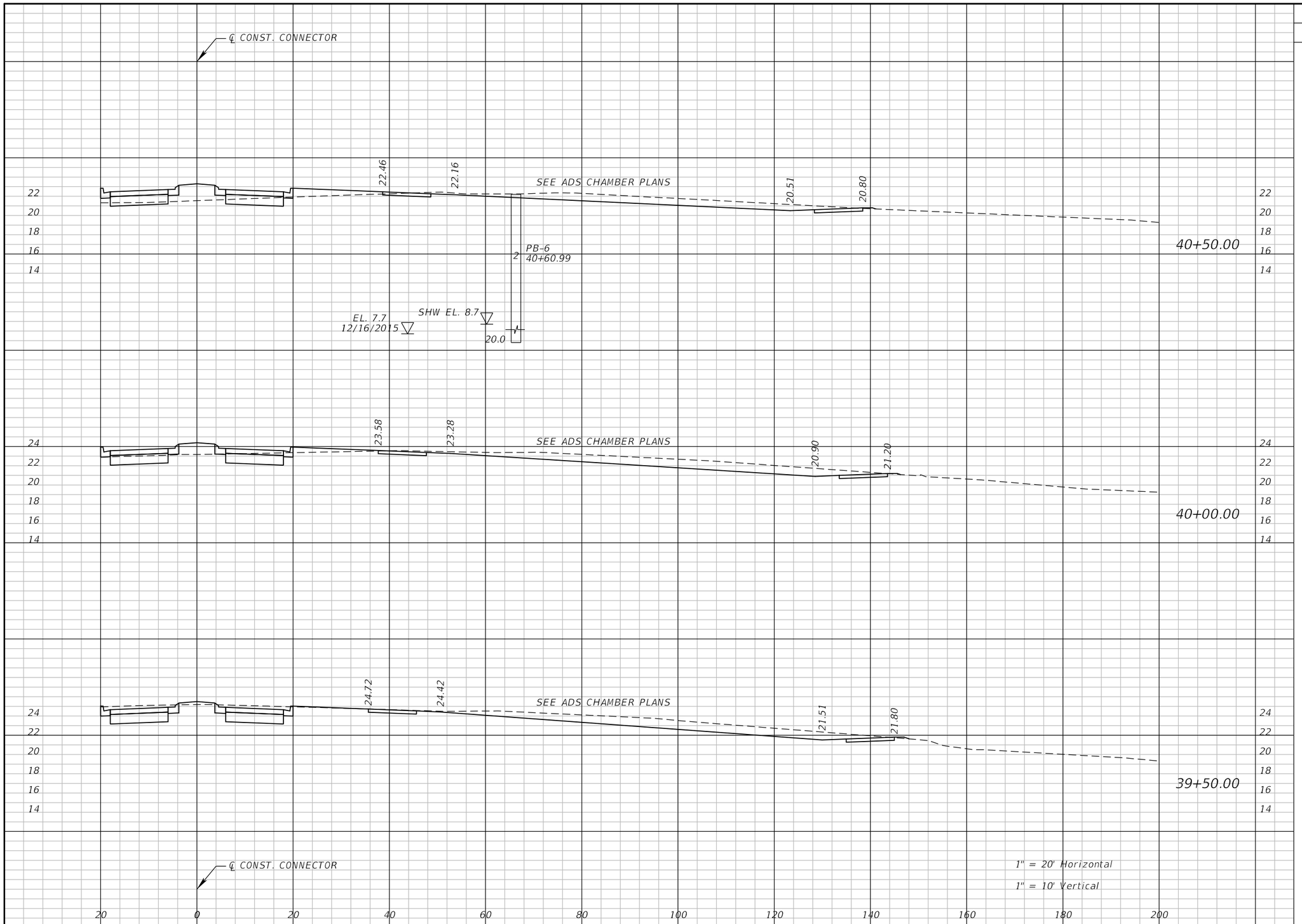
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 57

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Regular Exc.		Embankment	
A	V	A	V
46		0	
	100		0
62		0	
	118		0
65		0	
	139		0

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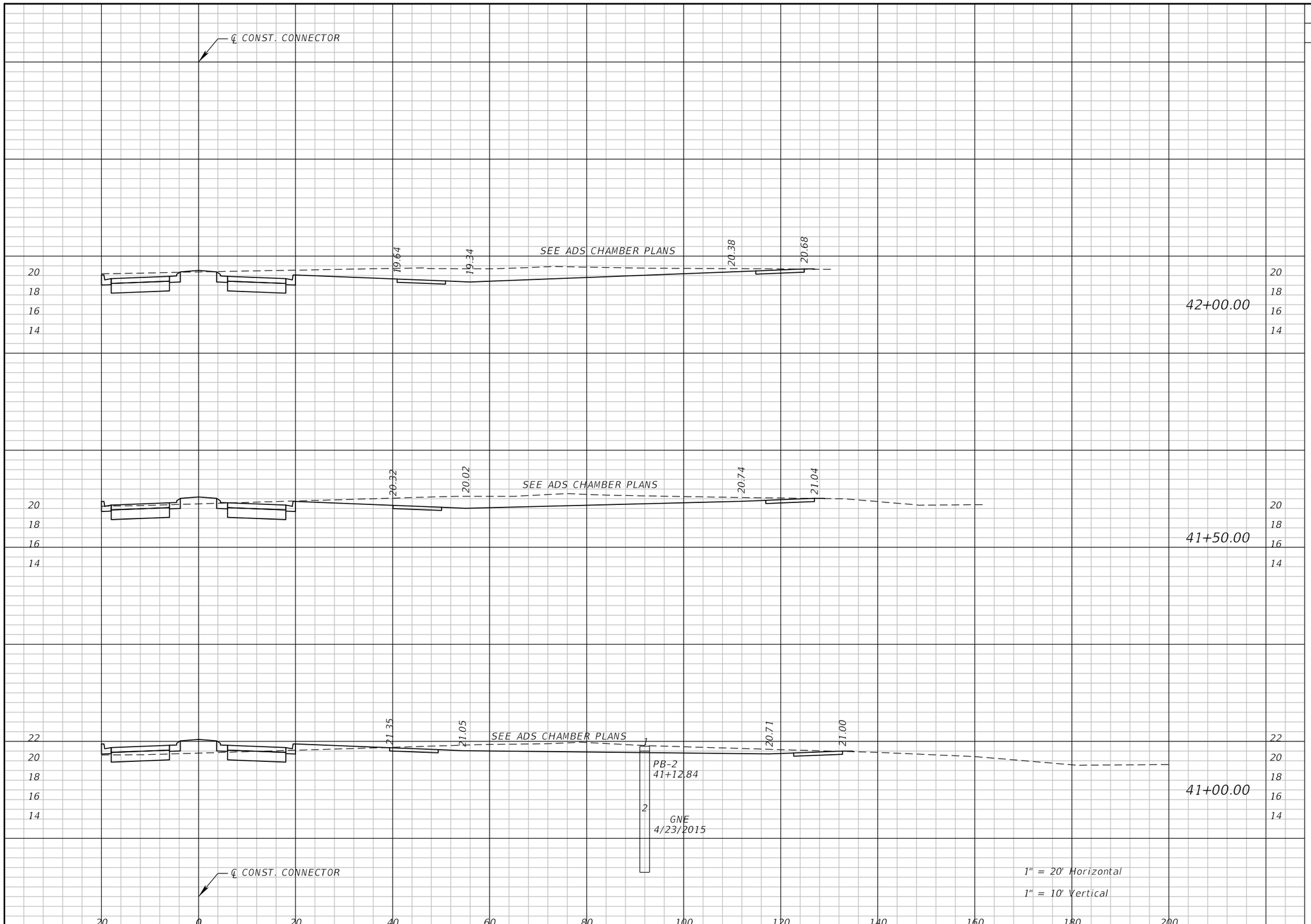
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 58



	Regular Exc.		Embankment	
	A	V	A	V
42+00.00	53		0	
		101		0
41+50.00	56		0	
		96		0
41+00.00	48		0	
		87		0

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

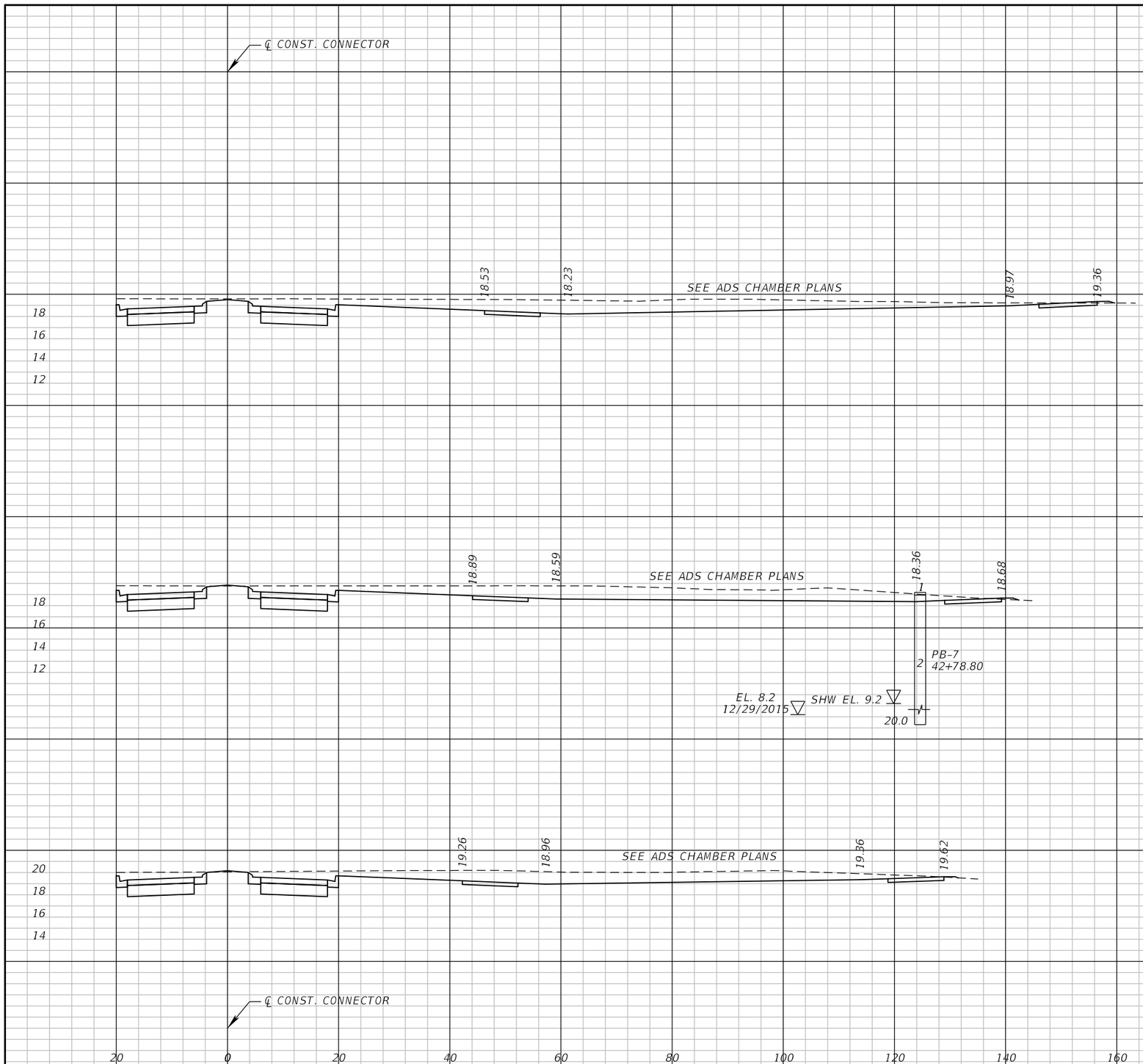
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 59



Regular Exc.		Embankment	
A	V	A	V
66	128	0	0
72	118	0	0
55	100	0	0

43+50.00

43+00.00

42+50.00

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REVISIONS			
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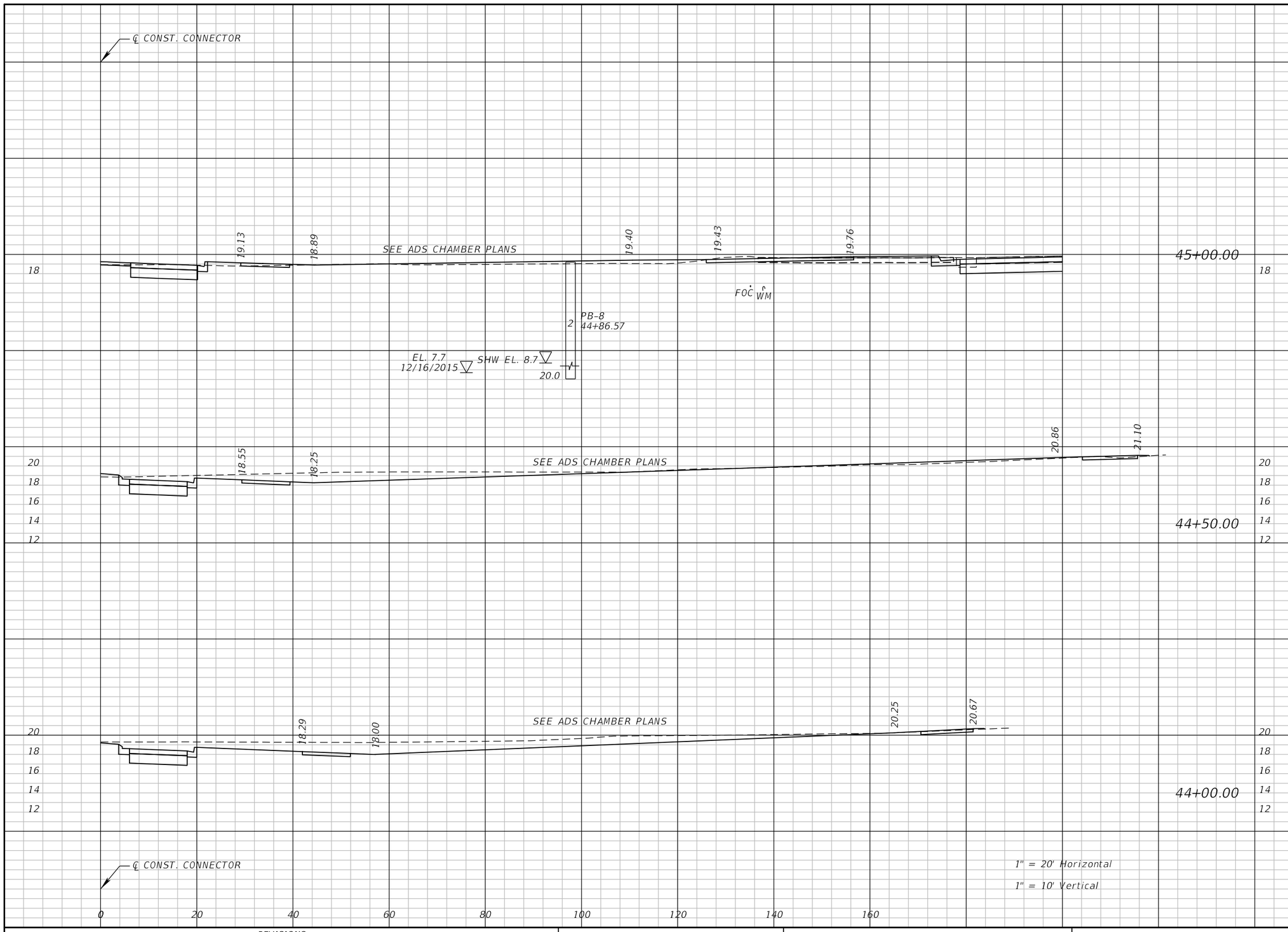
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 60



Regular Exc.		Embankment	
A	V	A	V
0	35	11	19
38	100	9	9
70	126	1	1

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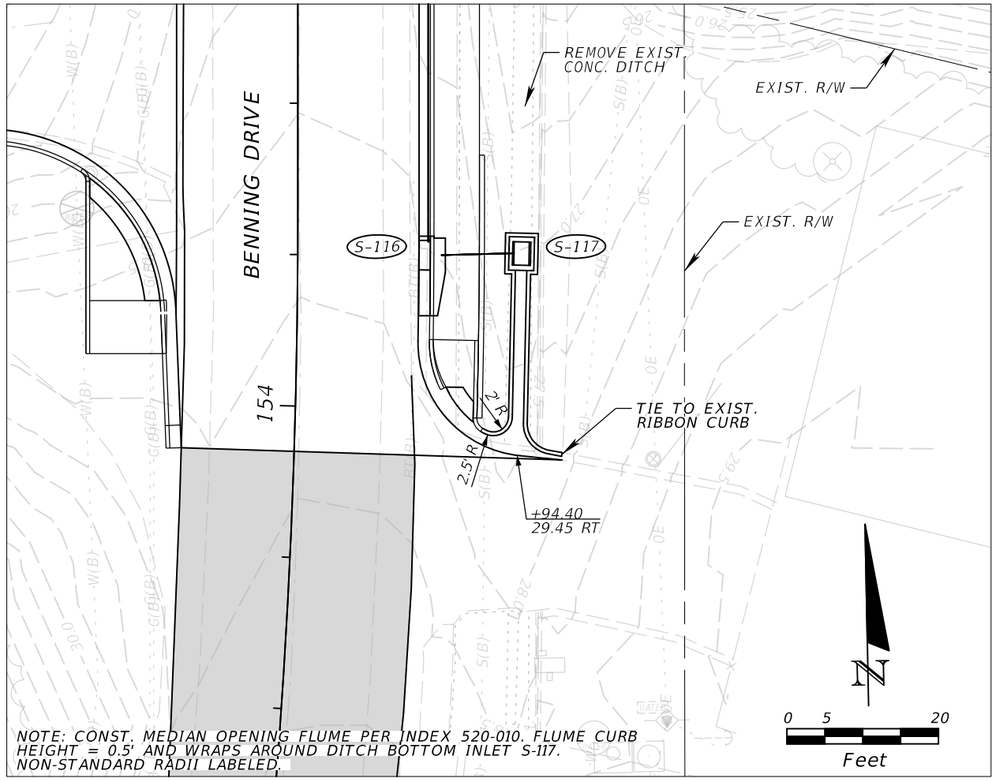
NIKKI E. ROWE, P.E.
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CITY OF DESTIN

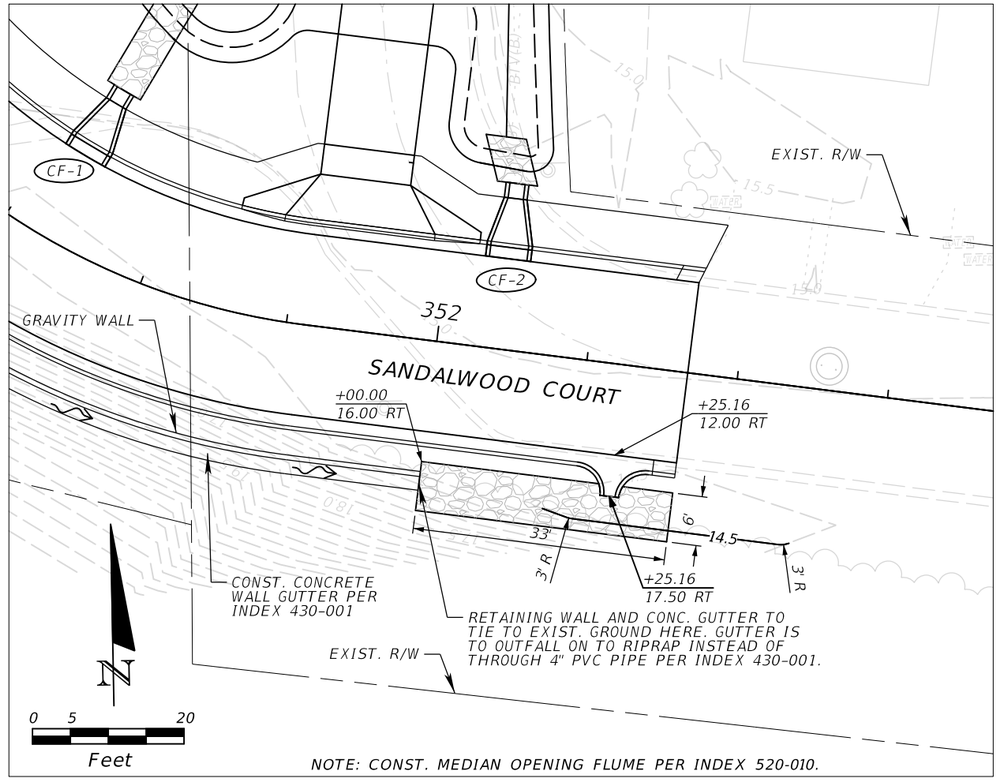
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

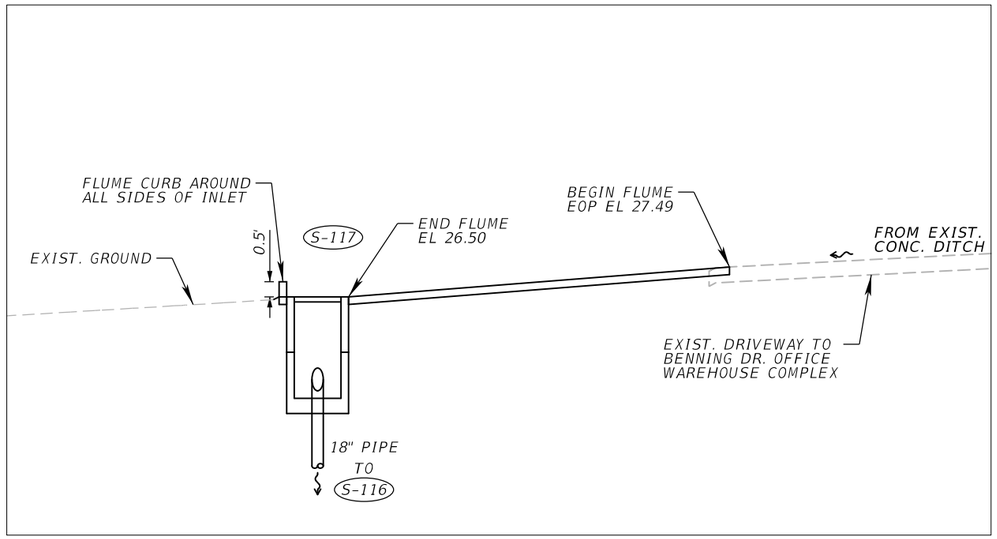
SHEET NO. 61



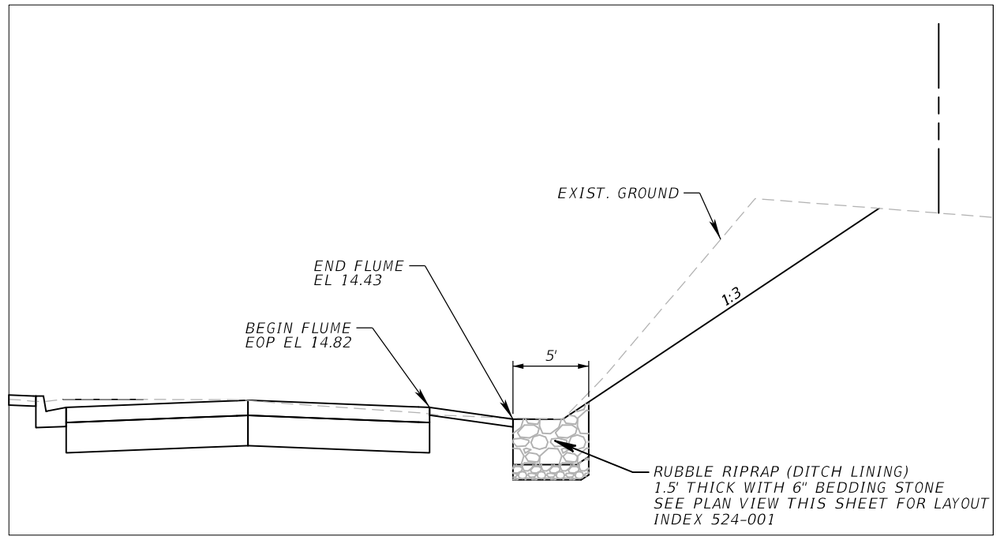
PLAN VIEW - BENNING FLUME



PLAN VIEW - SANDALWOOD FLUME



SECTION VIEW - BENNING FLUME
NTS



SECTION VIEW - SANDALWOOD FLUME
NTS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

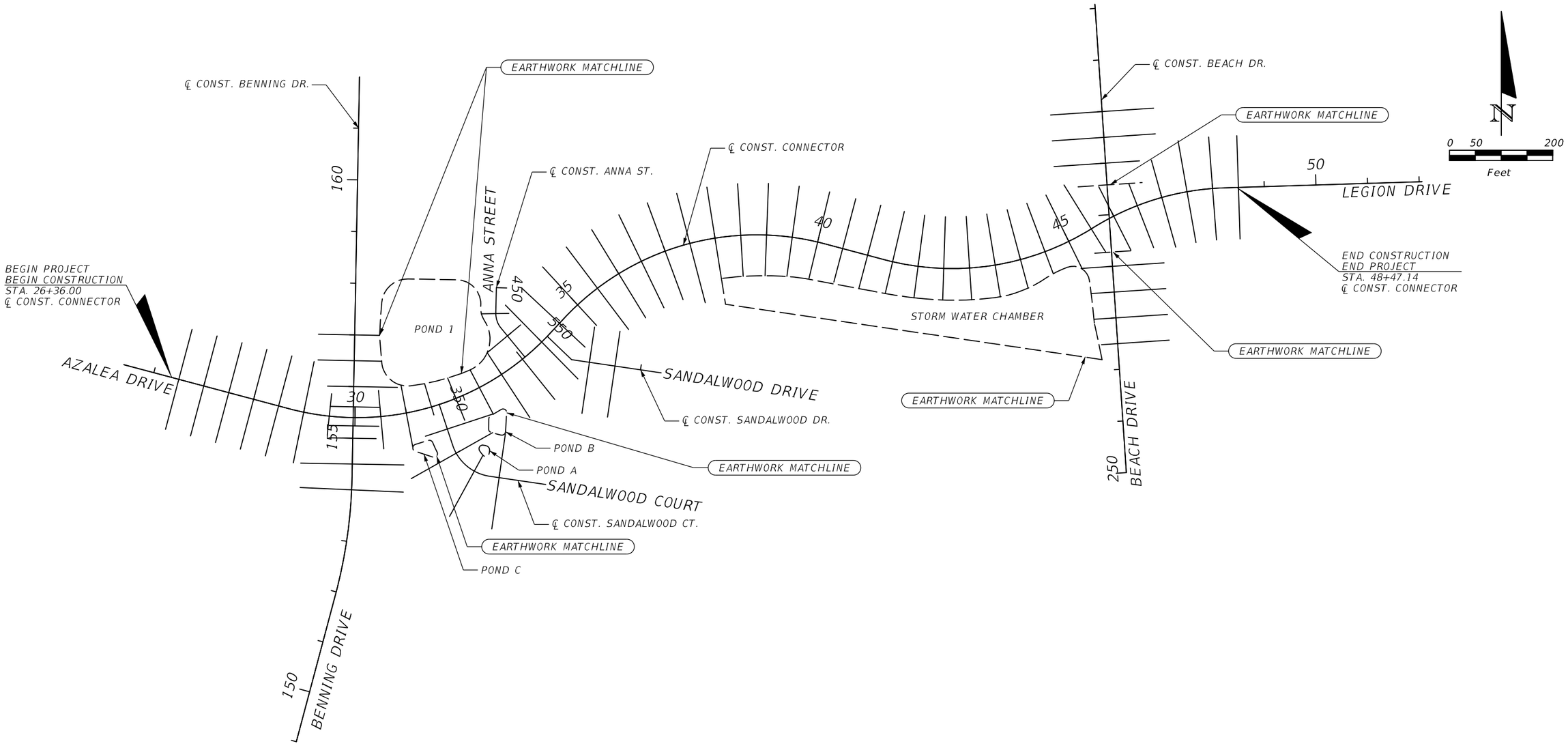
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE DETAILS - FLUMES

SHEET NO. 62

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EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

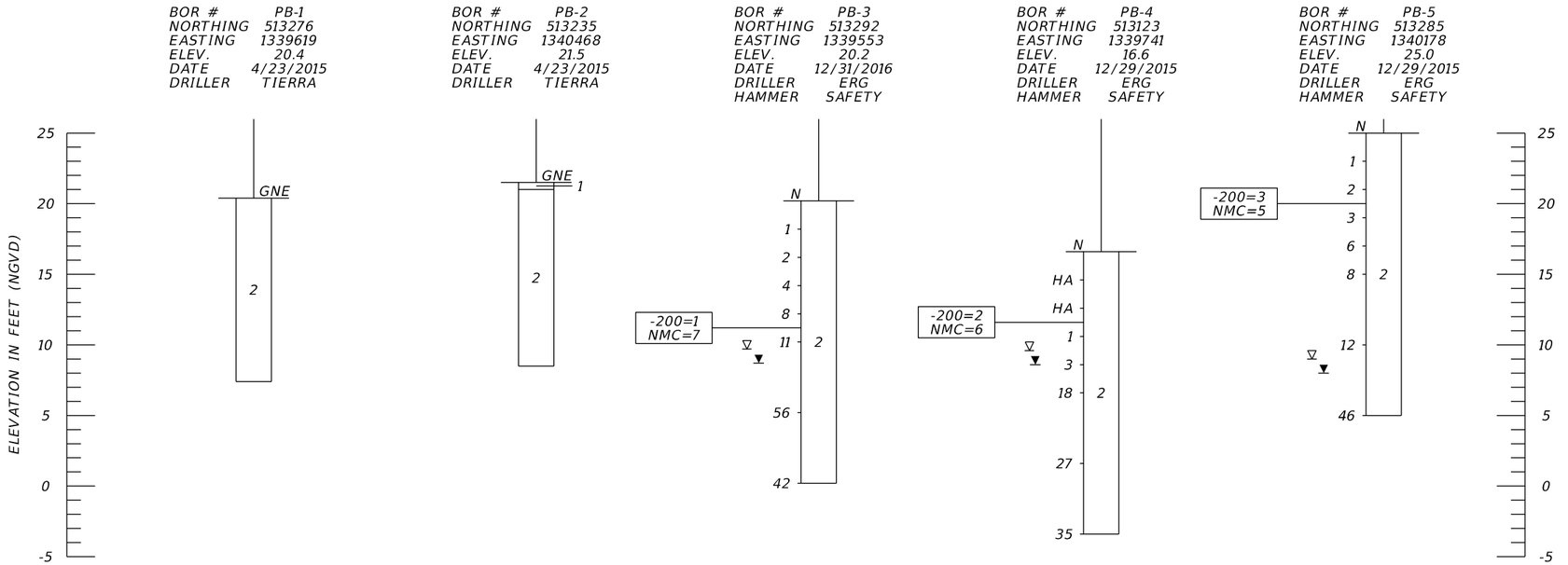
CROSS SECTION PATTERN LAYOUT

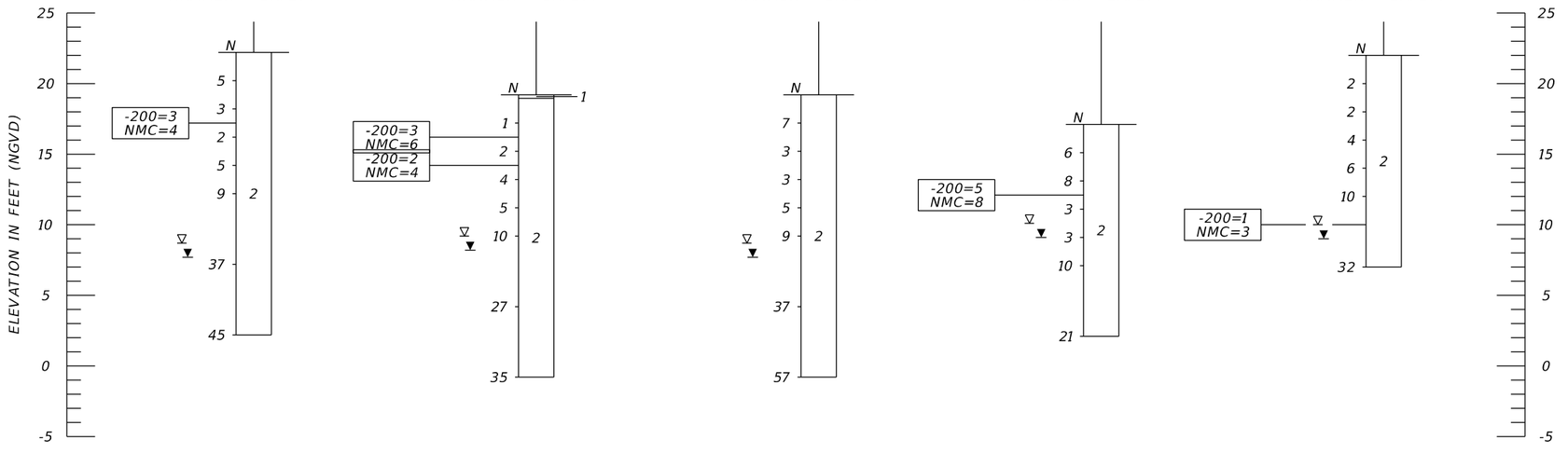
SHEET NO. 63

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LEGEND

1.	TOPSOIL
2.	OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)
	* - WITH CONCRETE DEBRIS
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
N	NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCE
-200 NMC	PERCENT PASSING #200 SIEVE NATURAL MOISTURE CONTENT (%)
▽	ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
▼	GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS
GNE	GROUNDWATER NOT ENCOUNTERED





	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE LOOSE MEDIUM DENSE DENSE VERY DENSE	LESS THAN 4 4 to 10 10 to 30 30 to 50 GREATER THAN 50	LESS THAN 3 3 to 8 8 to 24 24 to 40 GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT SOFT FIRM STIFF VERY STIFF HARD	LESS THAN 2 2 to 4 4 to 8 8 to 15 15 to 30 GREATER THAN 30	LESS THAN 1 1 to 3 3 to 6 6 to 12 12 to 24 GREATER THAN 24

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

MITCHELL L. SMITH, P.E.
P.E. LICENSE NUMBER 43416
TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FLORIDA 32502

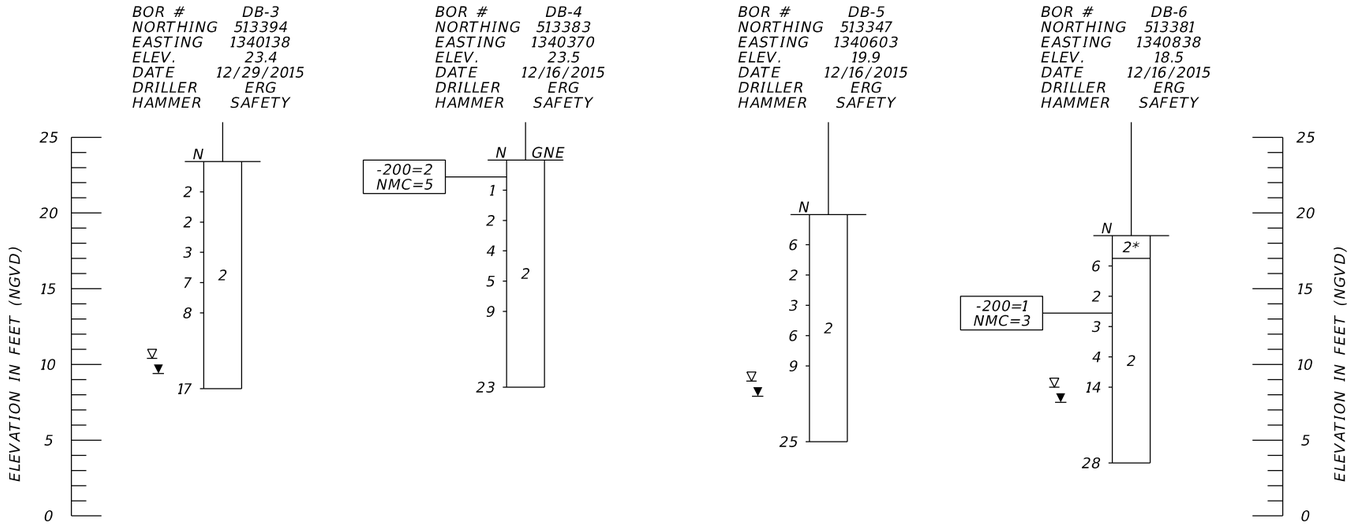
CITY OF DESTIN

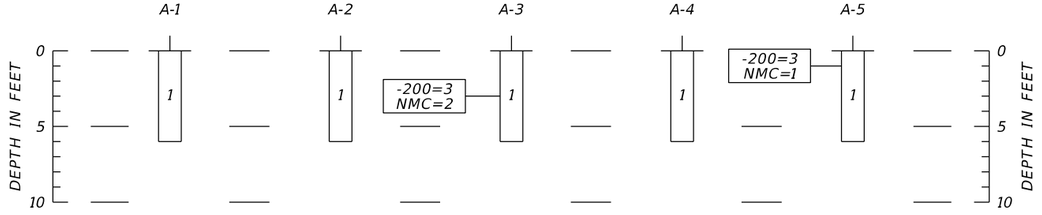
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

ROADWAY SOIL PROFILES (1)

SHEET NO. 64

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LEGEND

1.	TOPSOIL
2.	OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)
	* - WITH CONCRETE DEBRIS
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
N	NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCE
-200 NMC	PERCENT PASSING #200 SIEVE NATURAL MOISTURE CONTENT (%)
▽	ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
▼	GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS
GNE	GROUNDWATER NOT ENCOUNTERED

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE LOOSE MEDIUM DENSE DENSE VERY DENSE	LESS THAN 4 4 to 10 10 to 30 30 to 50 GREATER THAN 50	LESS THAN 3 3 to 8 8 to 24 24 to 40 GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT SOFT FIRM STIFF VERY STIFF HARD	LESS THAN 2 2 to 4 4 to 8 8 to 15 15 to 30 GREATER THAN 30	LESS THAN 1 1 to 3 3 to 6 6 to 12 12 to 24 GREATER THAN 24

LEGEND

1.	LIGHT GRAY, TAN, ORANGE SAND (SP)
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
-200 NMC	PERCENT PASSING #200 SIEVE NATURAL MOISTURE CONTENT (%)
GNE	GROUNDWATER NOT ENCOUNTERED

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

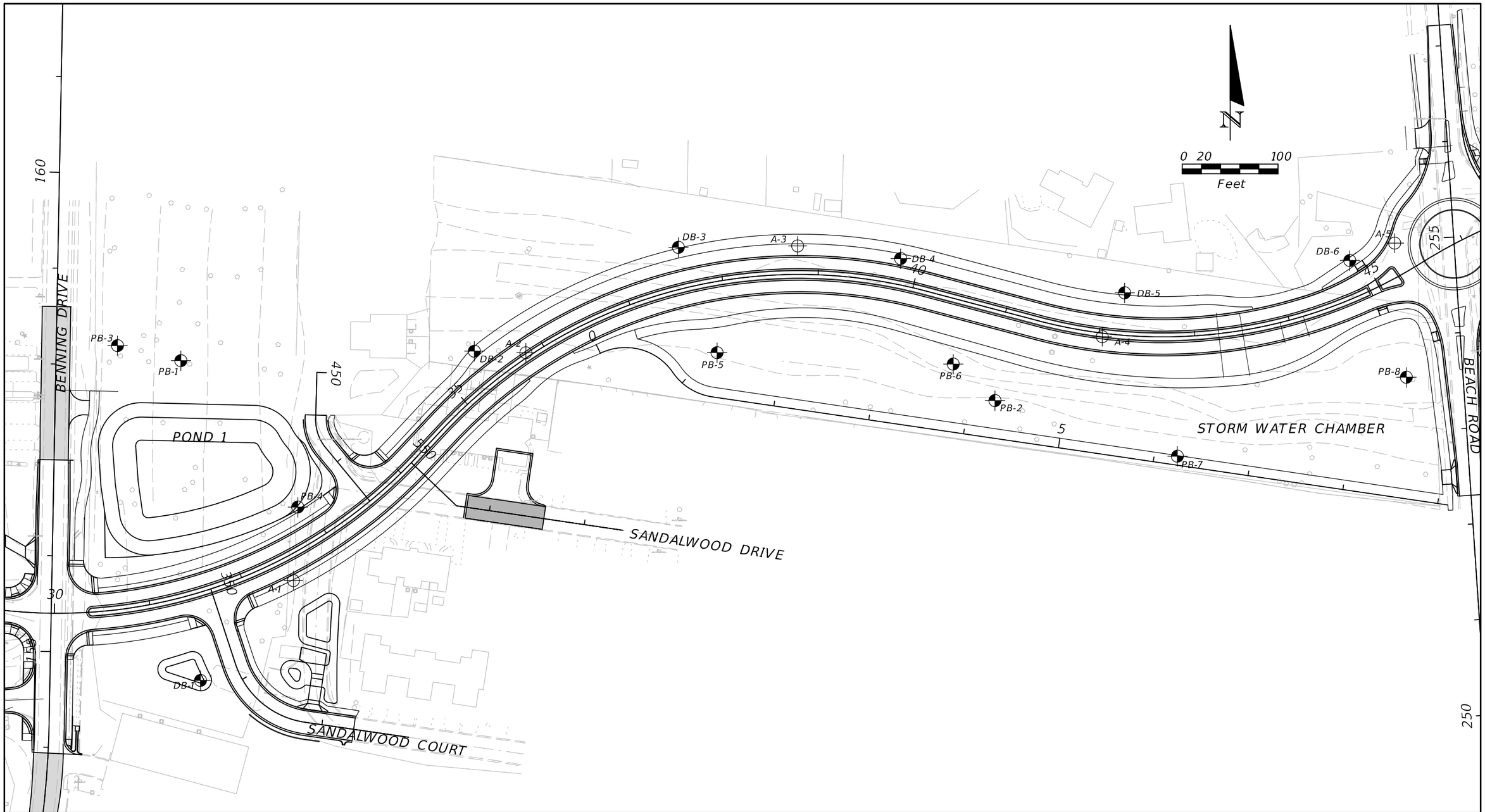
MITCHELL L. SMITH, P.E.
P.E. LICENSE NUMBER 43416
TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FLORIDA 32502

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

ROADWAY SOIL PROFILES (2)

SHEET NO. 65



LEGEND

⊕ APPROXIMATE AUGER BORING LOCATION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 43416
TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FLORIDA 32502

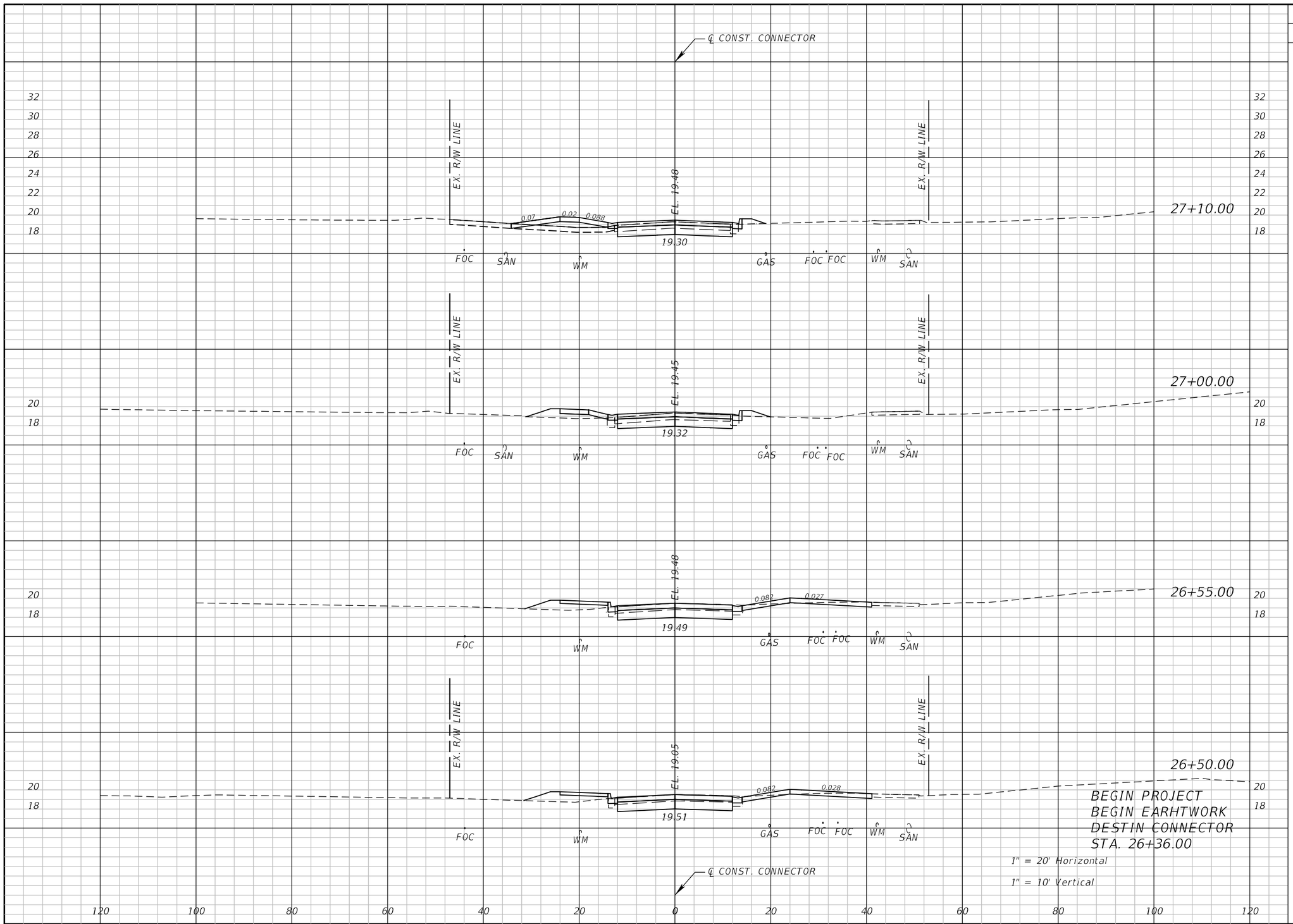
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

BORING LOCATION PLAN

SHEET NO. 66

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	Regular Exc.		Embankment	
	A	V	A	V
27+10.00	33.9		6.9	
		13		3
27+00.00	33.8		9.7	
		65		16
26+55.00	44.8		9.9	
		8		2
26+50.00	44.8		10.2	
		23		5
	44.8		10.2	

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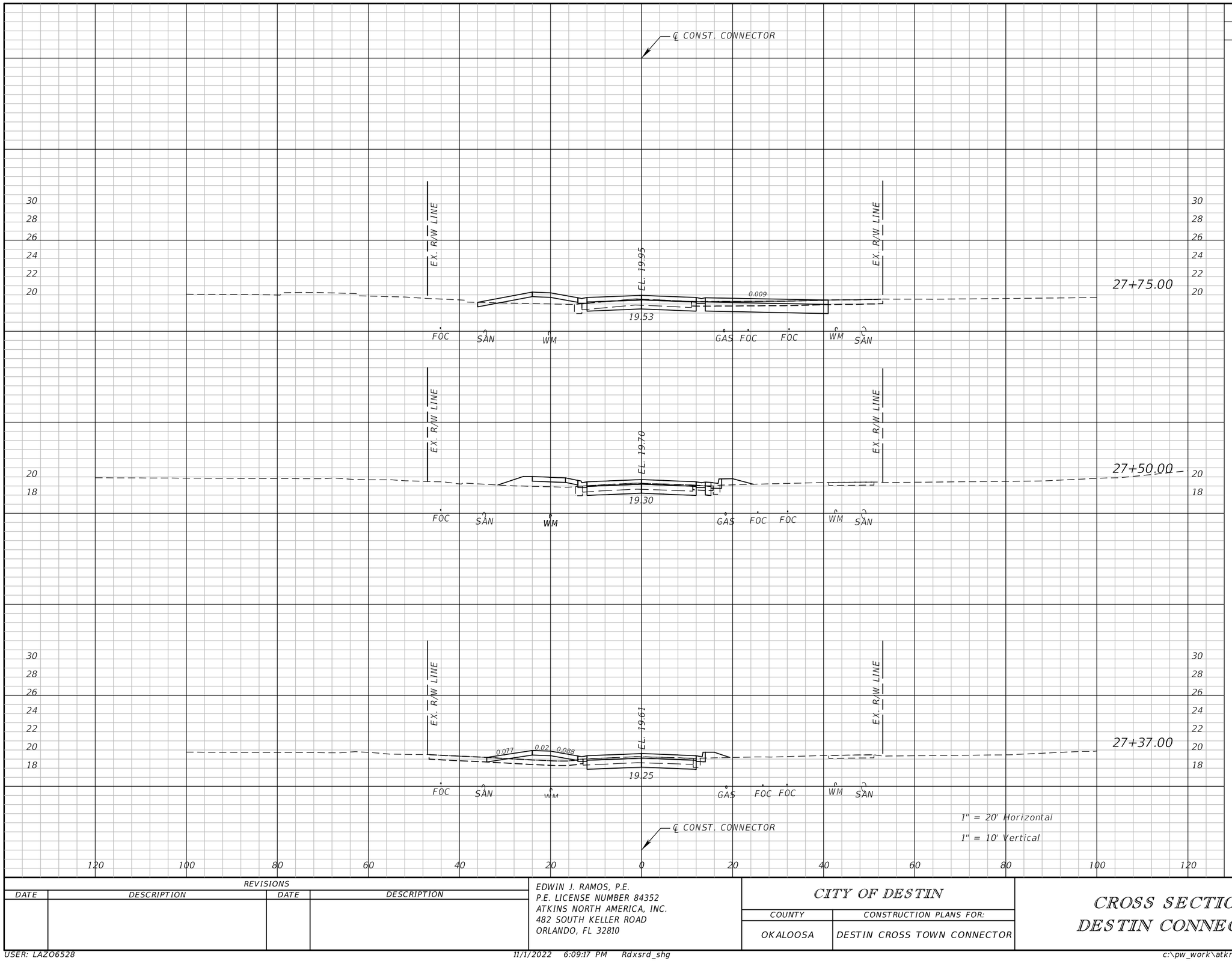
EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 67



Regular Exc.		Embankment	
A	V	A	V
59.8	41	8.8	10
29.4	14	13.2	5
30.6	32	7.6	7

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REVISIONS			
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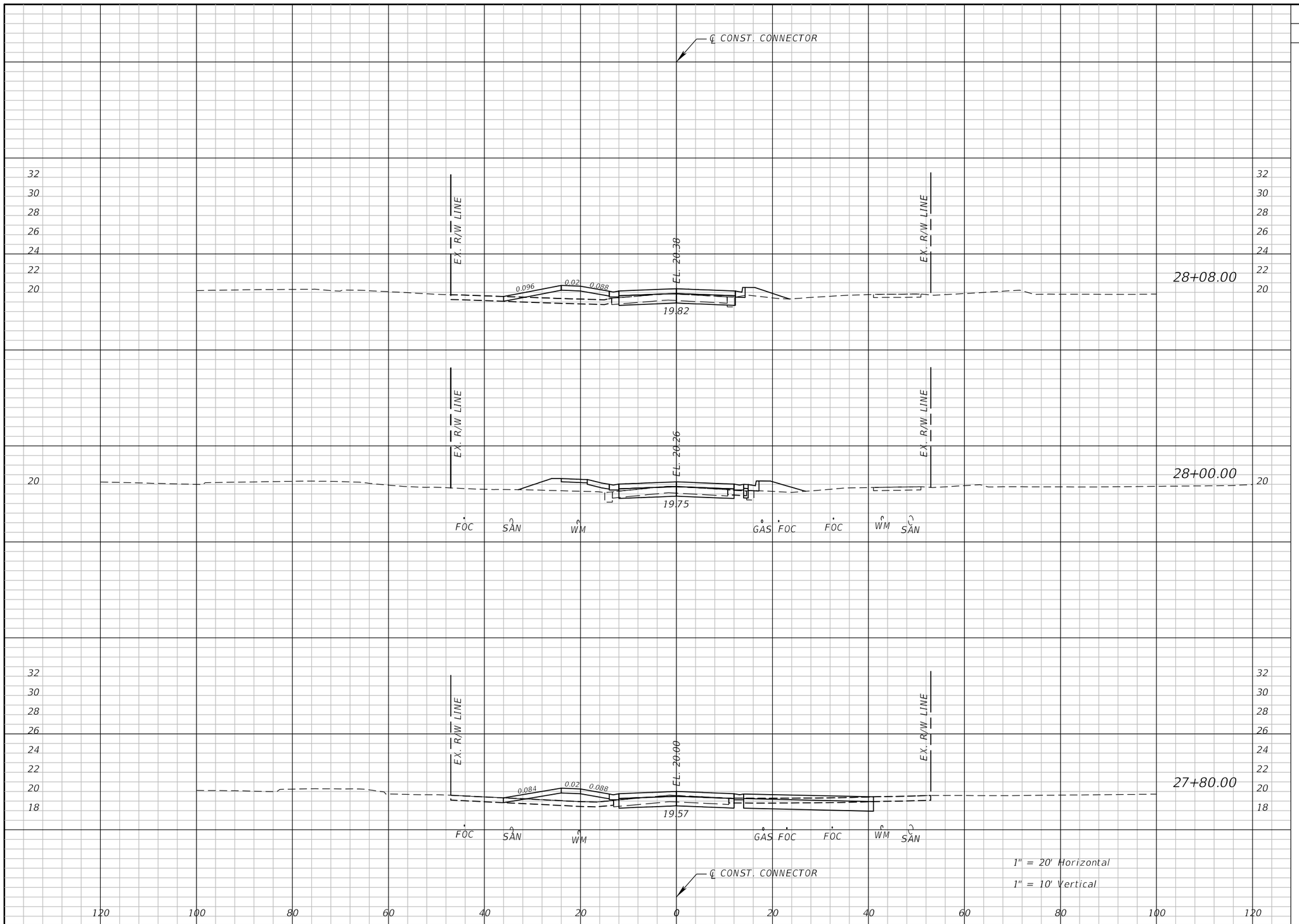
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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 68



Regular Exc.		Embankment	
A	V	A	V
23.4		15.7	
	7		5
23.1		21.3	
	31		12
59.3		9.8	
	11		2

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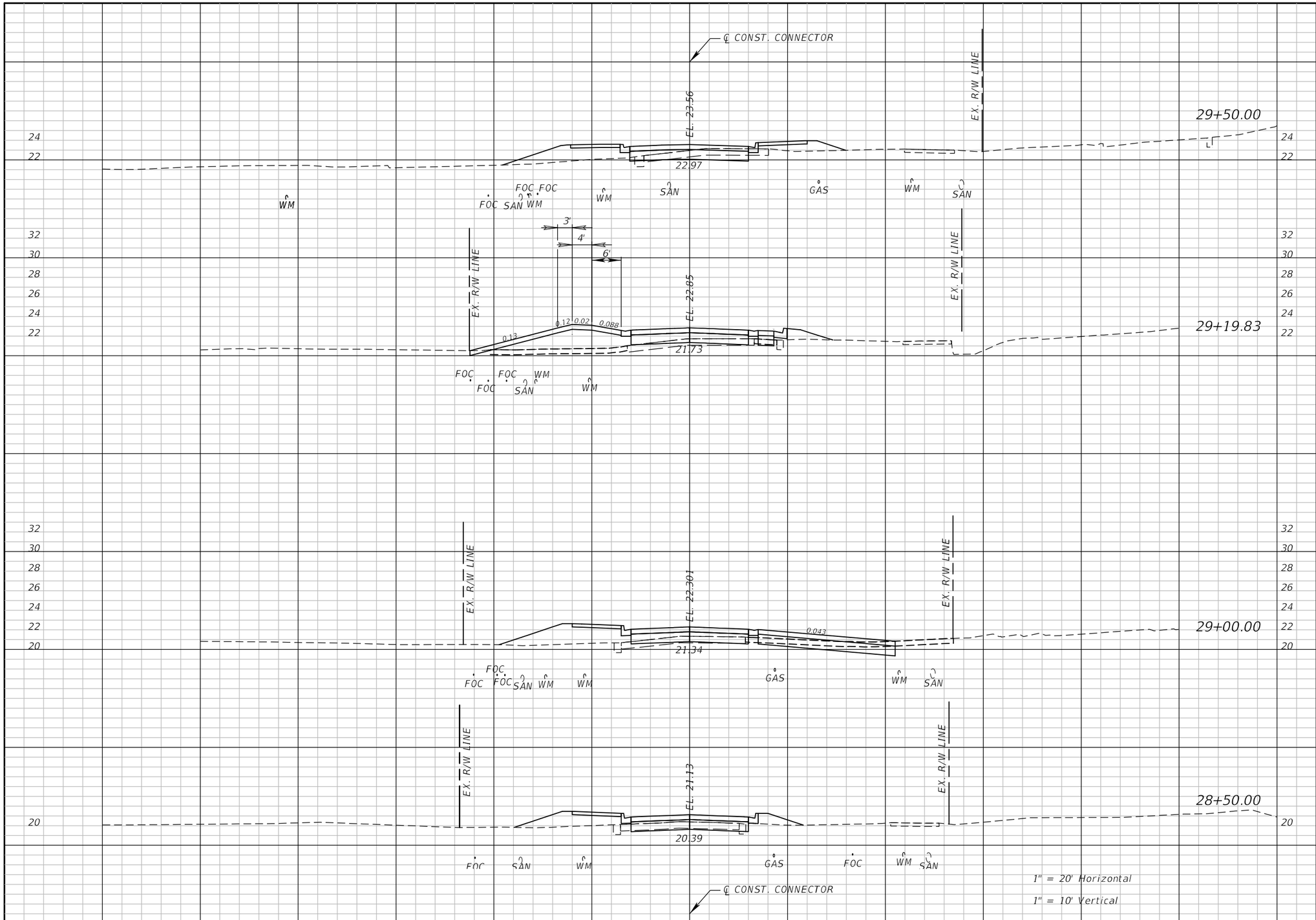
EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 69



Regular Exc.		Embankment	
A	V	A	V
22.3		37.4	
	19		45
11.3		42.9	
	19		29
39.9		36.0	
	54		59
18.9		27.8	
	33		34

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DATE	DESCRIPTION	DATE	DESCRIPTION

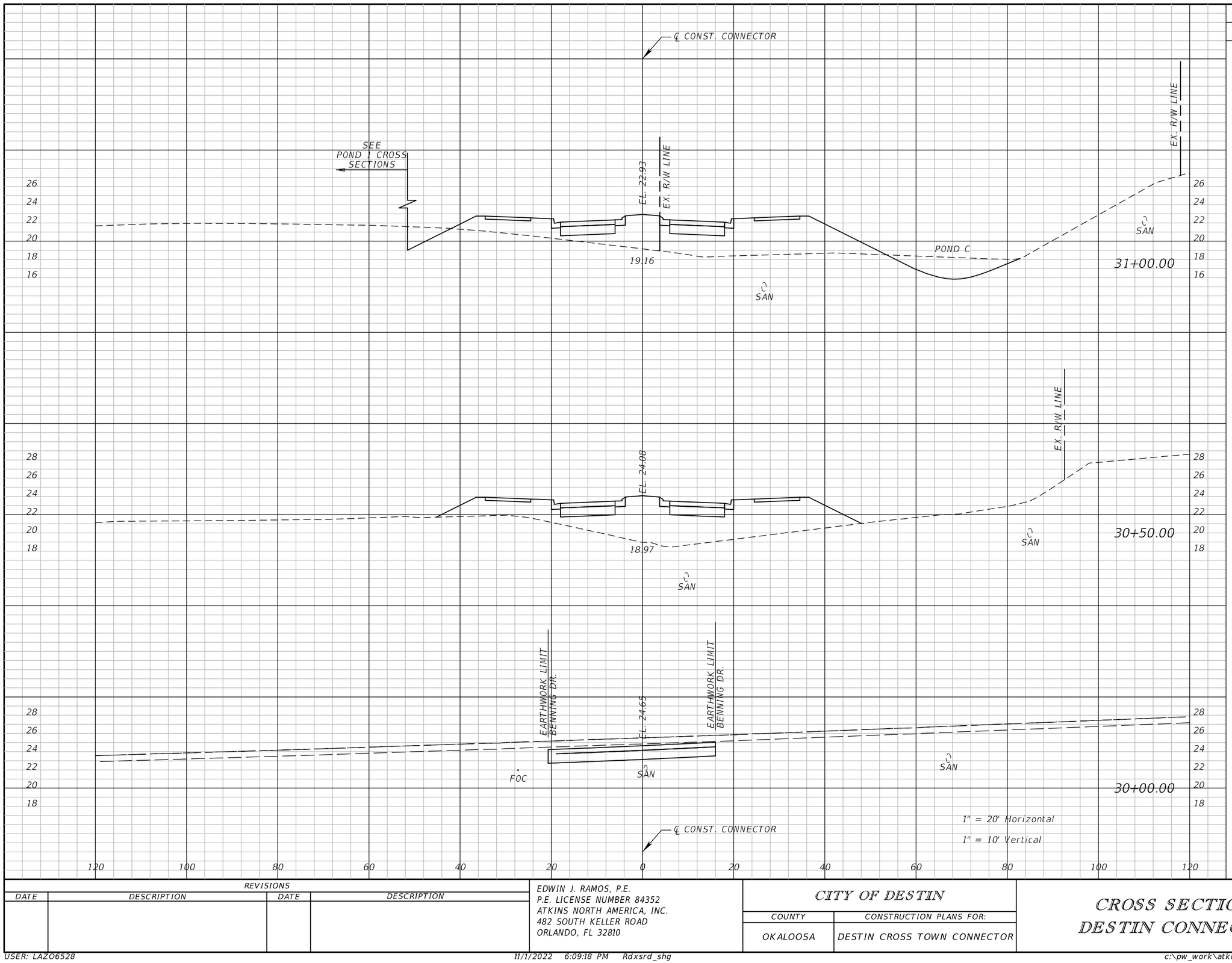
EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 70



Regular Exc.		Embankment	
A	V	A	V
54.1		215.6	
	50		424
0.0		242.8	
	80		225
86.8		0.0	
	101		35

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

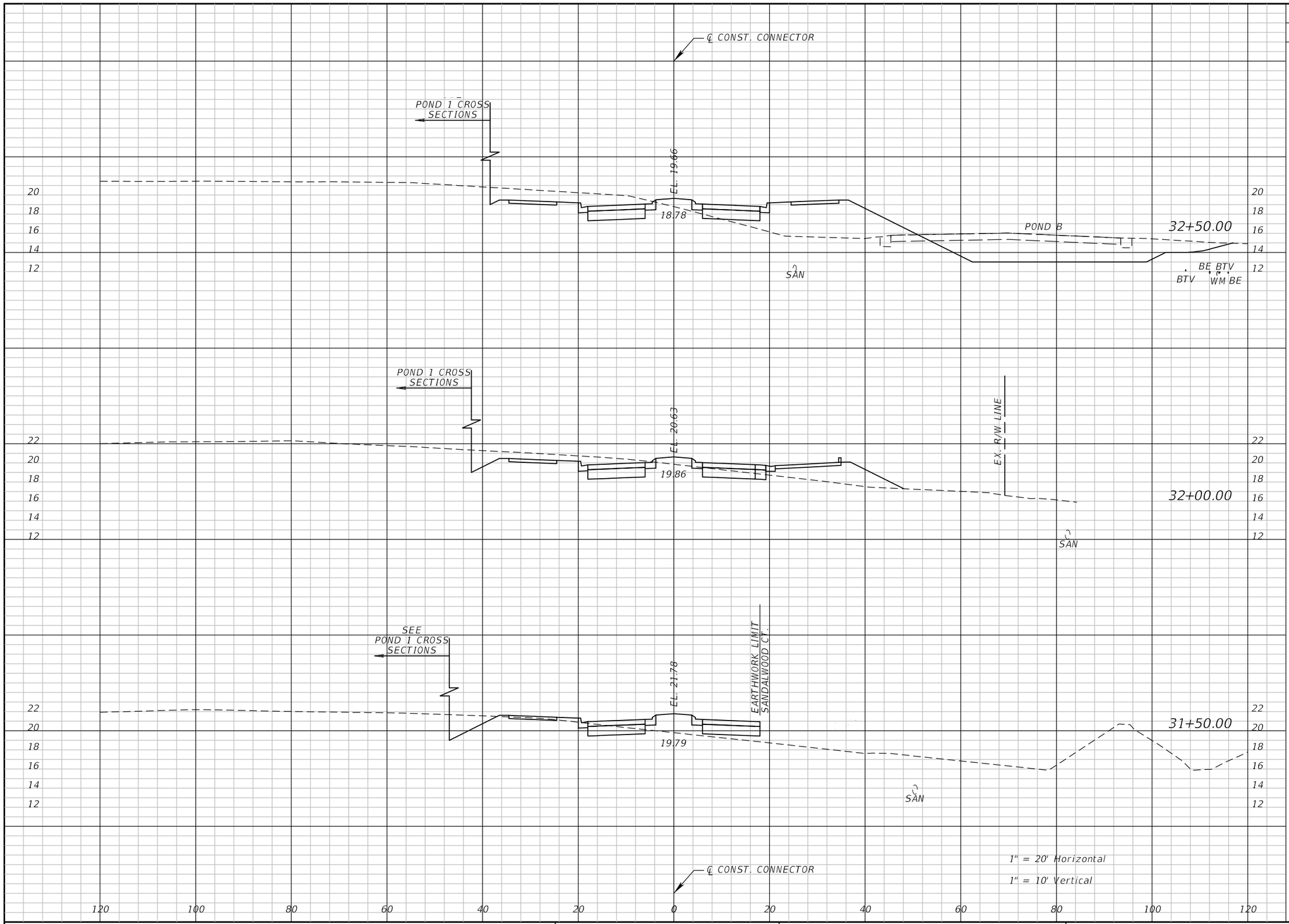
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 71

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Regular Exc.		Embankment	
A	V	A	V
199.9		100.4	
	243		132
62.3		42.2	
	82		62
26.5		24.6	
	75		222

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REVISIONS			
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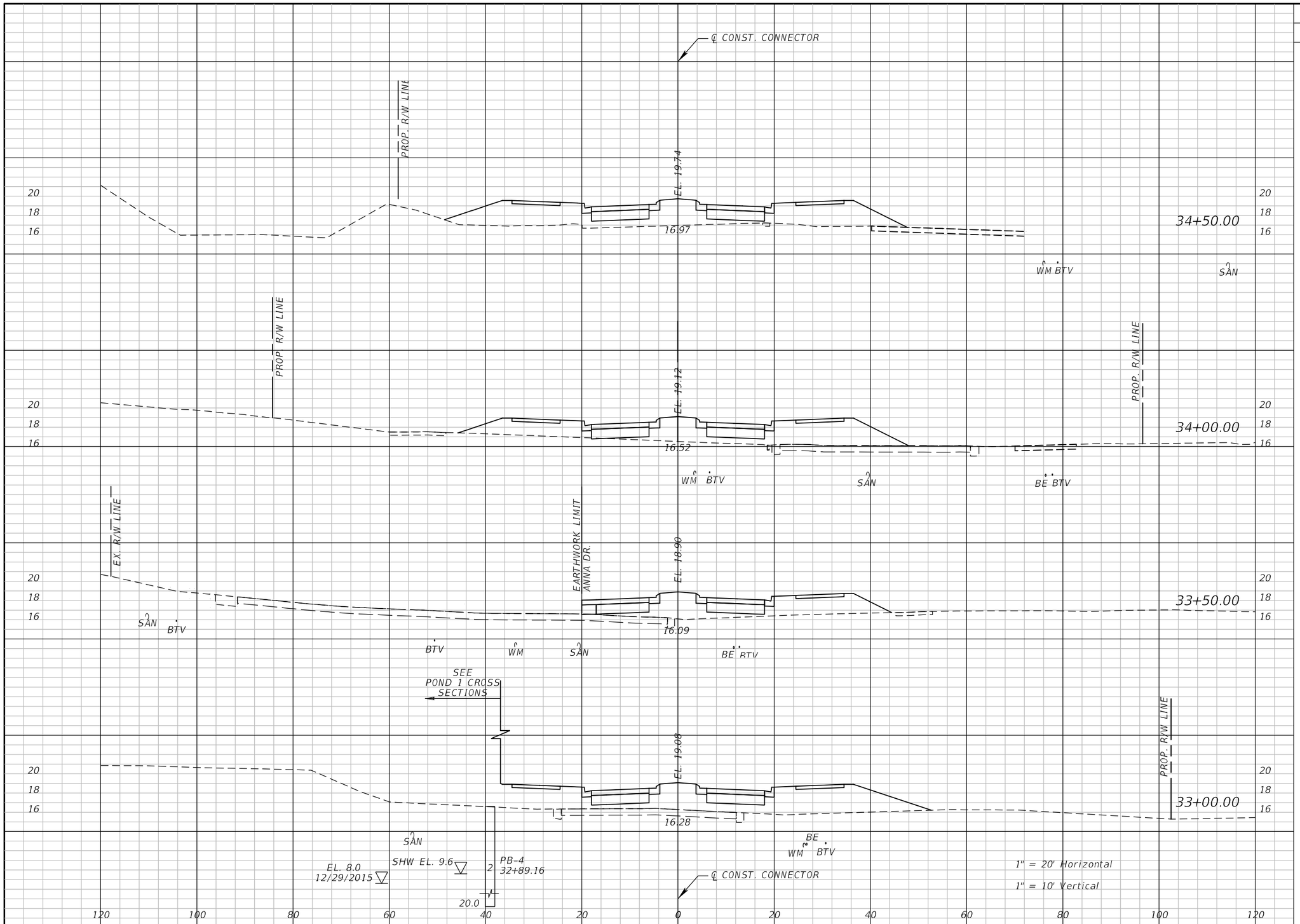
EDWIN J. RAMOS, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR

SHEET NO. 72



Regular Exc.		Embankment	
A	V	A	V
0.0		152.9	
	0		260
0.2		128.1	
	0		189
0.1		76.4	
	0		216
0.0		156.4	
	185		238

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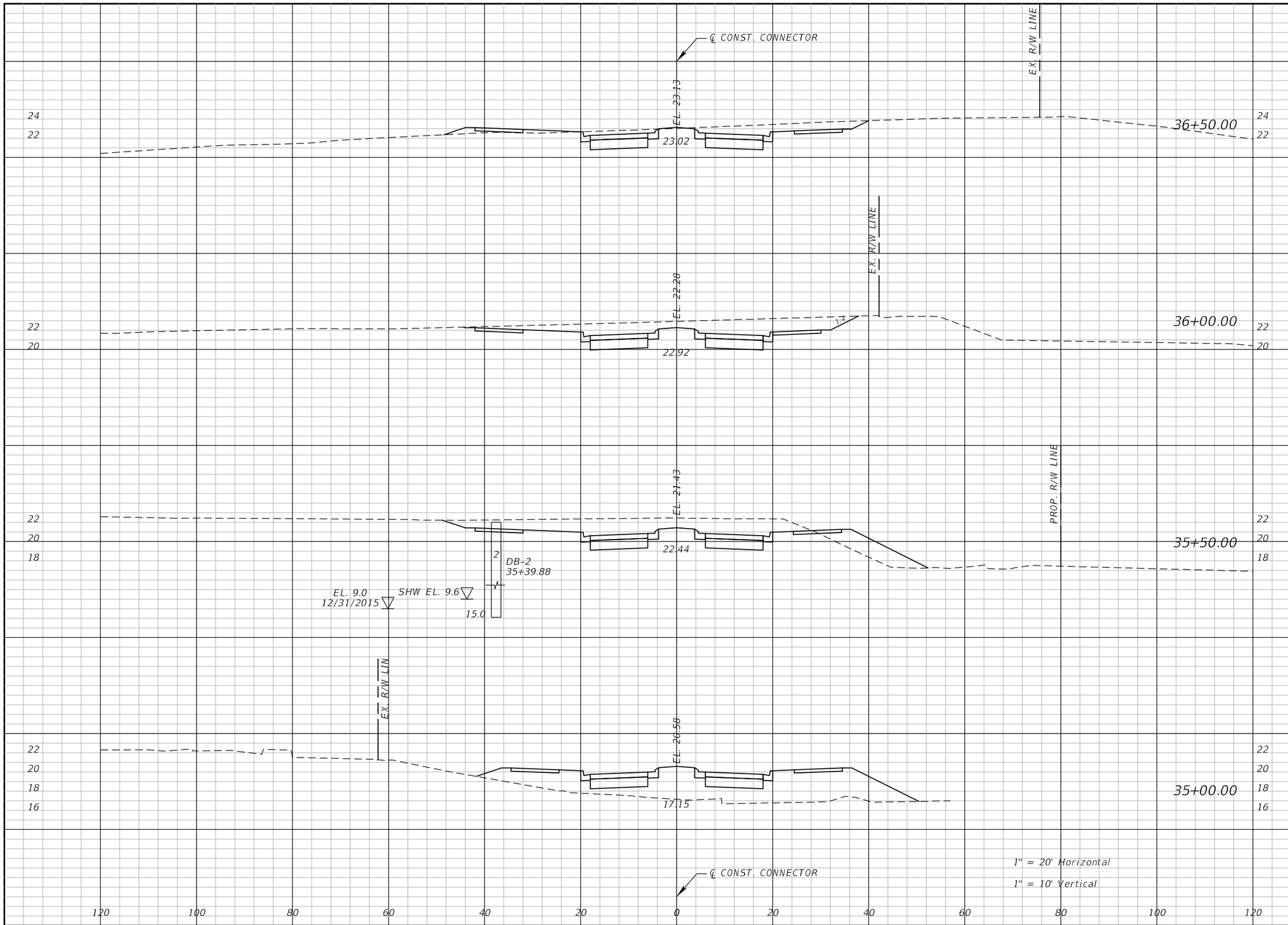
EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 73



Regular Exc.		Embankment	
A	V	A	V
79.4		6.3	
	192		6
128.3		0.0	
	251		28
143.1		30.2	
	133		192
0.0		177.3	
	0		306

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

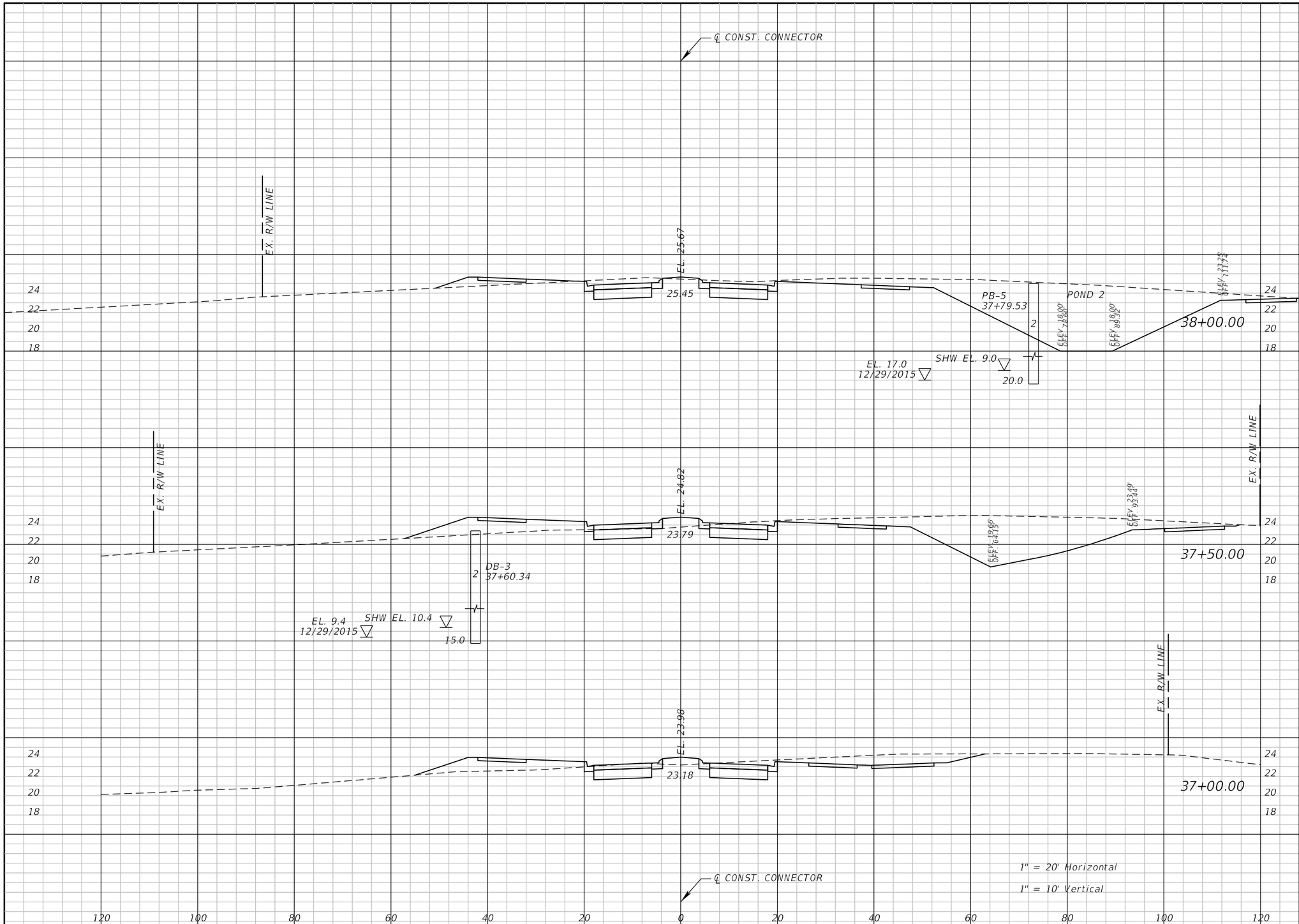
EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 74



Regular Exc.		Embankment	
A	V	A	V
348.1	532	12.7	55
226.4	287	47.0	76
83.1	150	35.2	38

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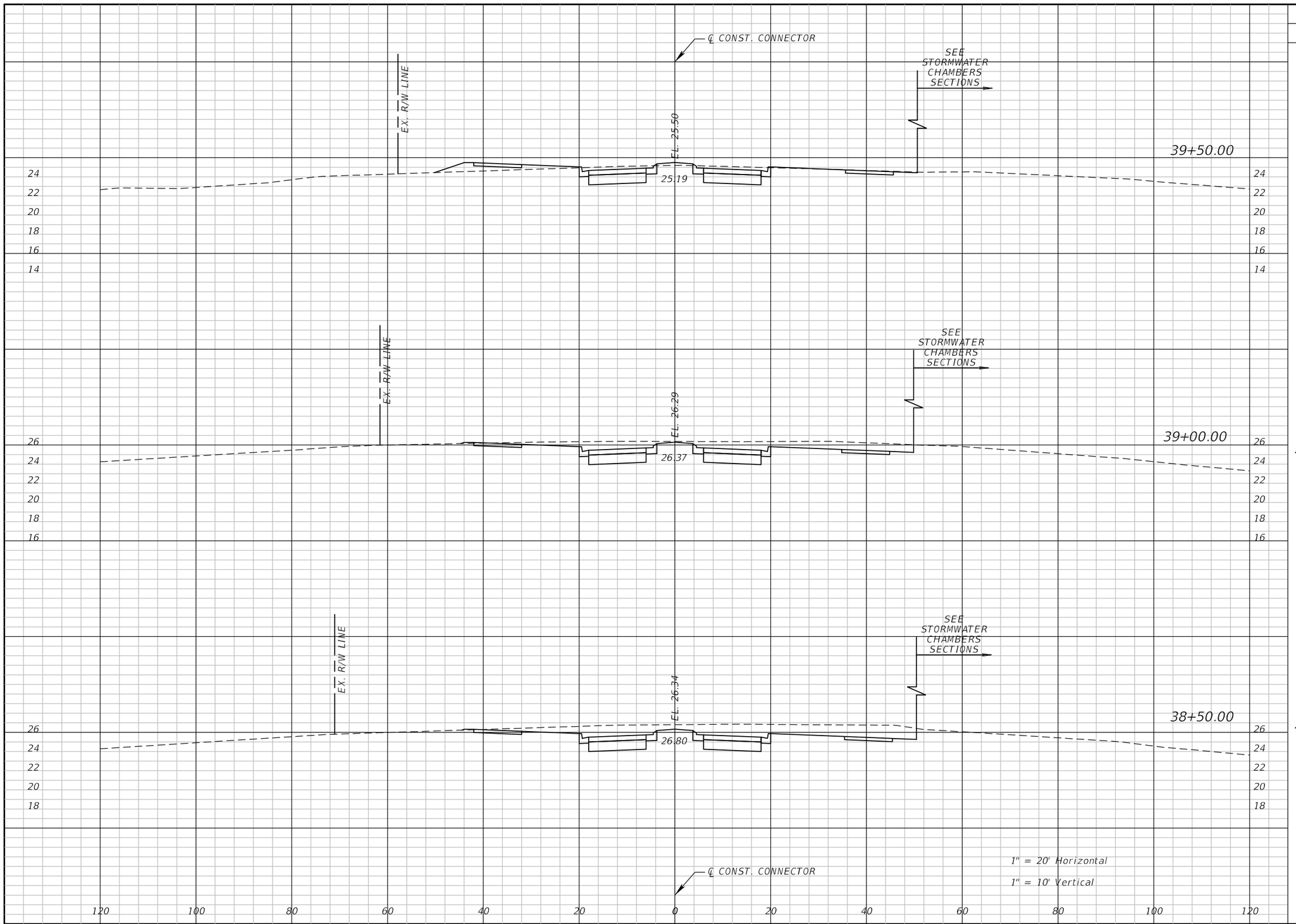
EDWIN J. RAMOS, P.E.
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 75



Regular Exc.		Embankment	
A	V	A	V
137.1		14.6	
	329		14
218.4		0.2	
	441		0
258.0		0.1	
	561		12

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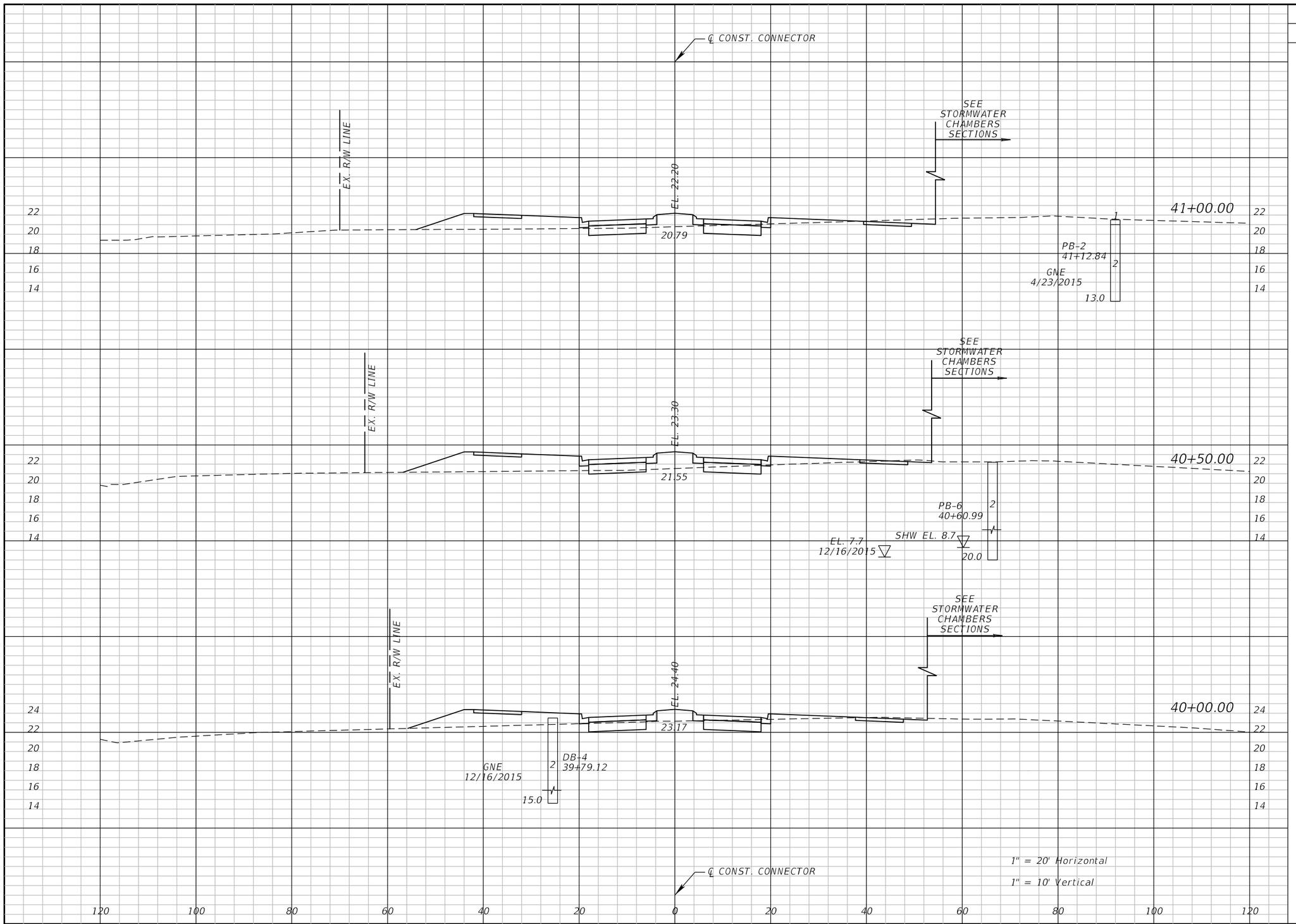
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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 76



Regular Exc.		Embankment	
A	V	A	V
54.5		56.2	
	98		126
51.8		79.7	
	129		126
87.1		55.9	
	208		65

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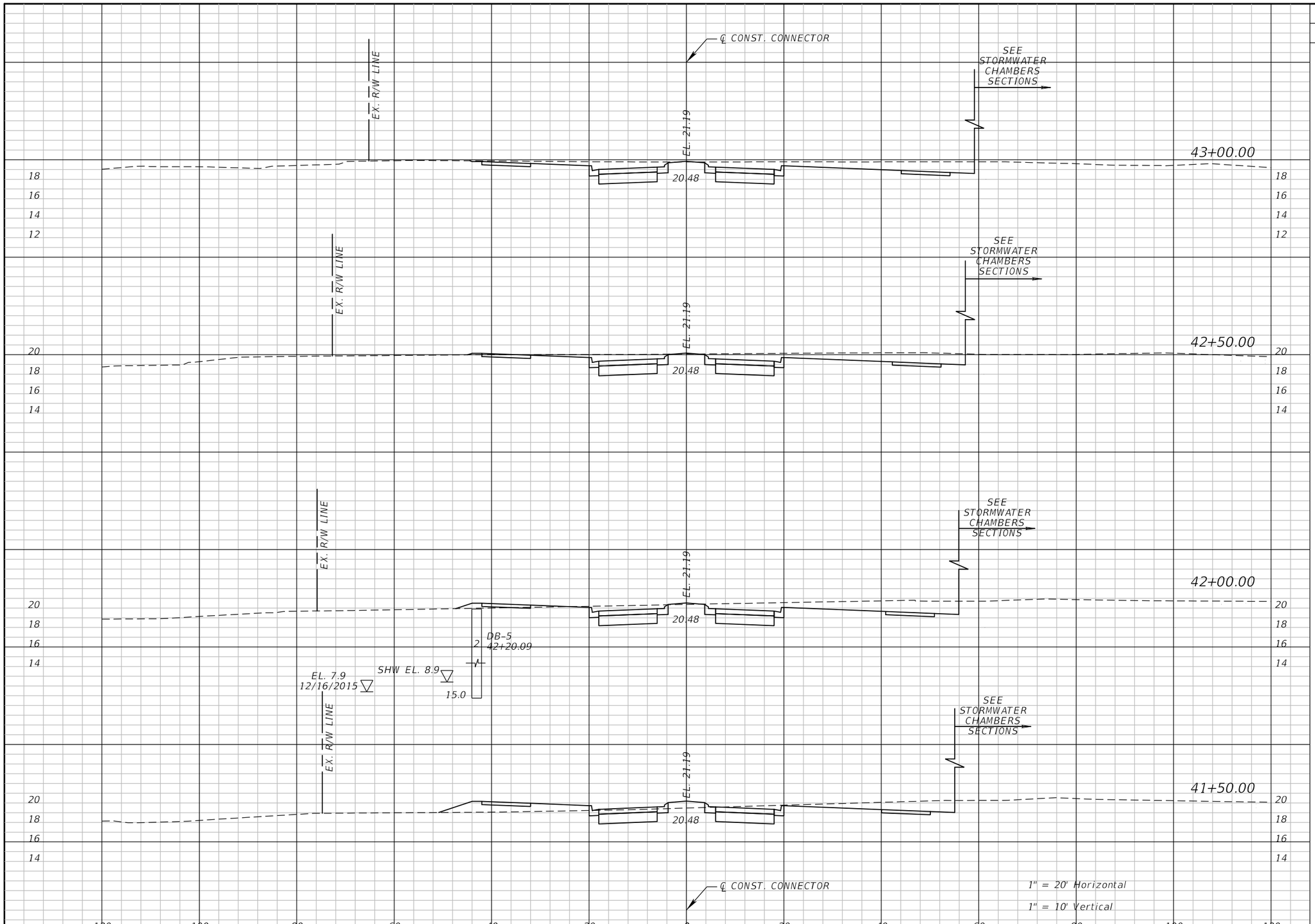
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 77



Regular Exc.		Embankment	
A	V	A	V
109.7		0.1	
	201		1
107.1		0.7	
	201		4
109.7		3.9	
	181		27
86.2		25.4	
	130		76

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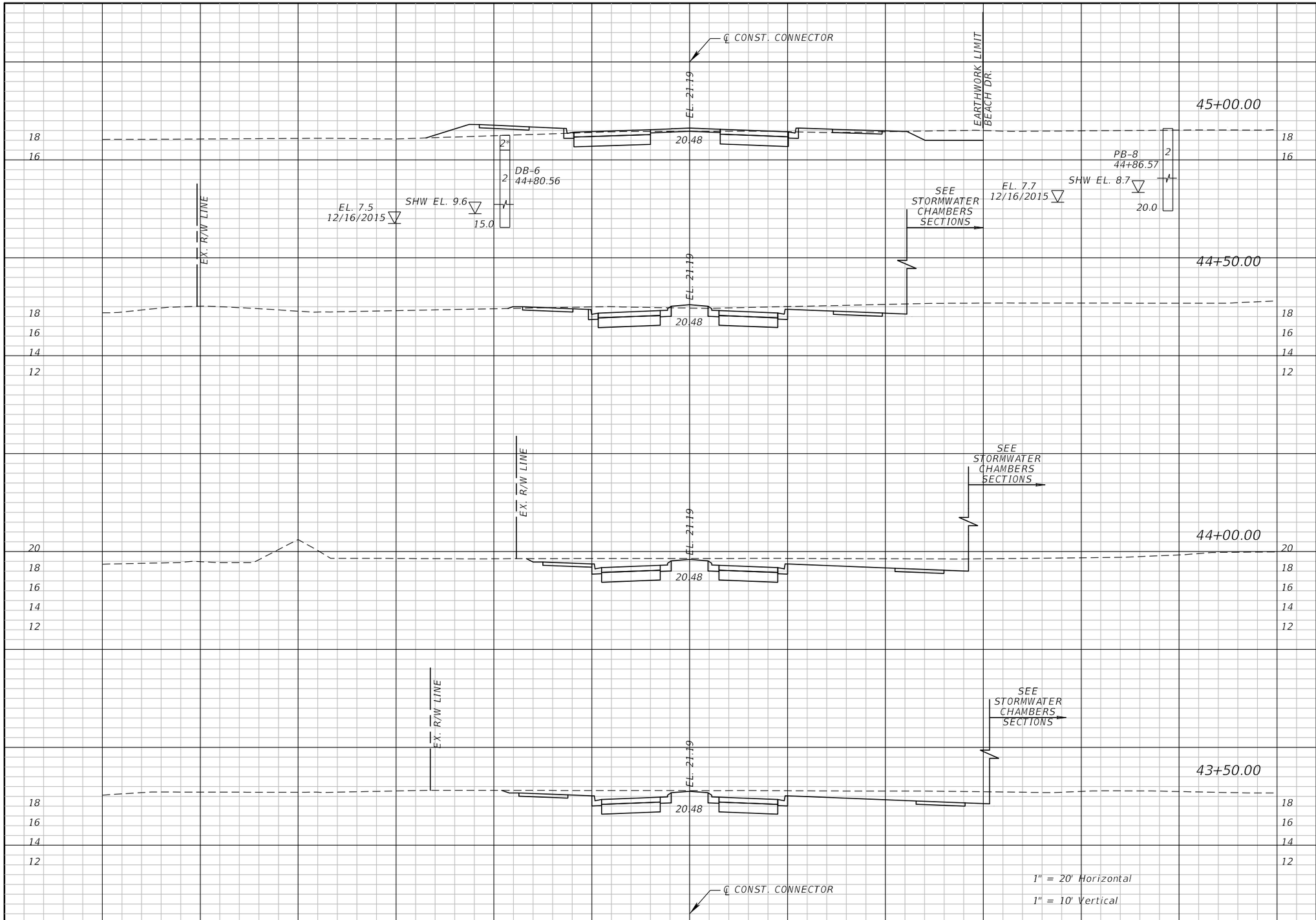
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 78



Regular Exc.		Embankment	
A	V	A	V
59.8		21.9	
	131		22
82.2		2.4	
	182		2
114.3		0.0	
	216		0
119.4		0.0	
	212		0

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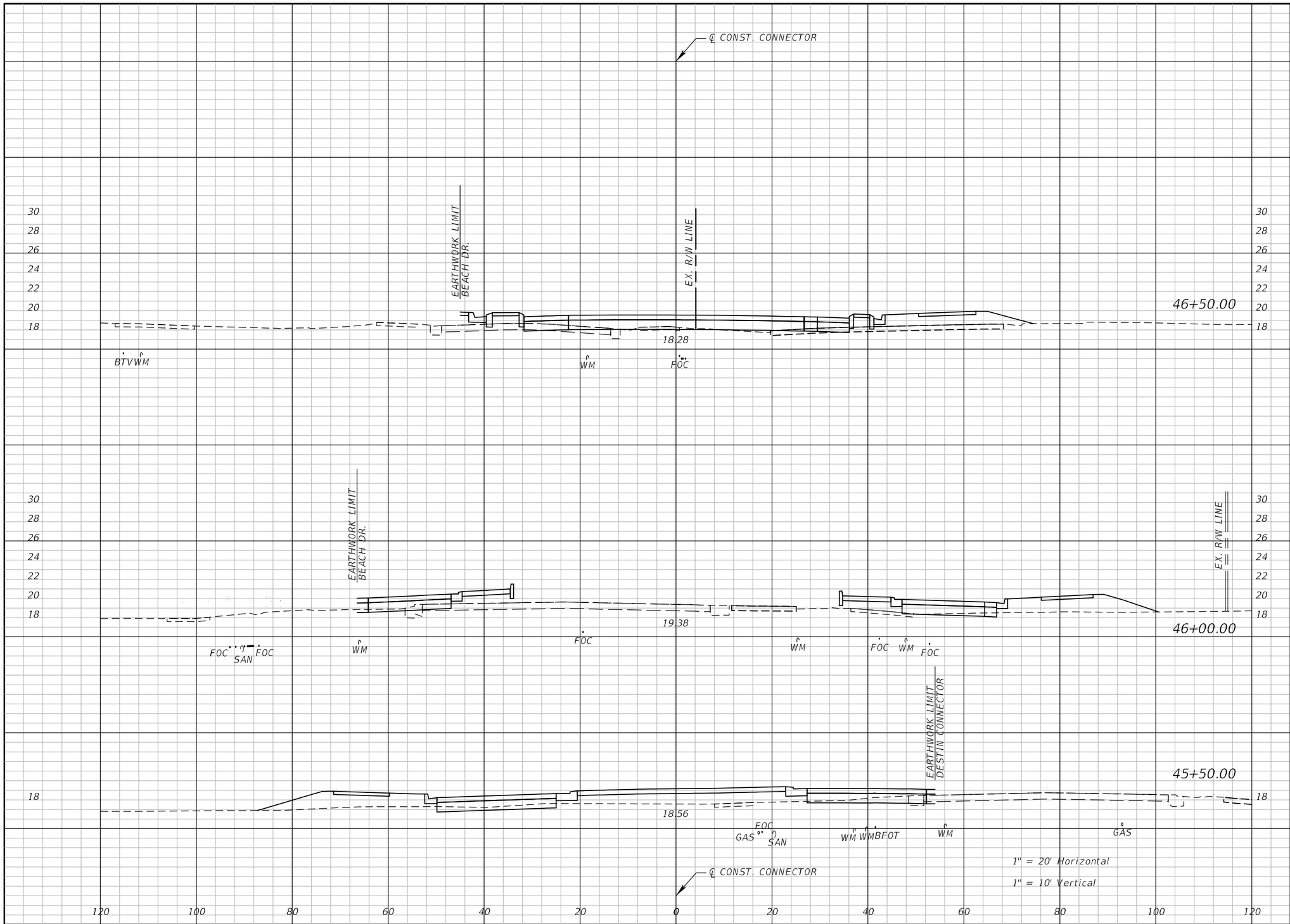
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 79



Regular Exc.		Embankment	
A	V	A	V
17.1	26	35.1	229
11.2	33	212.5	281
24.0	78	91.0	105

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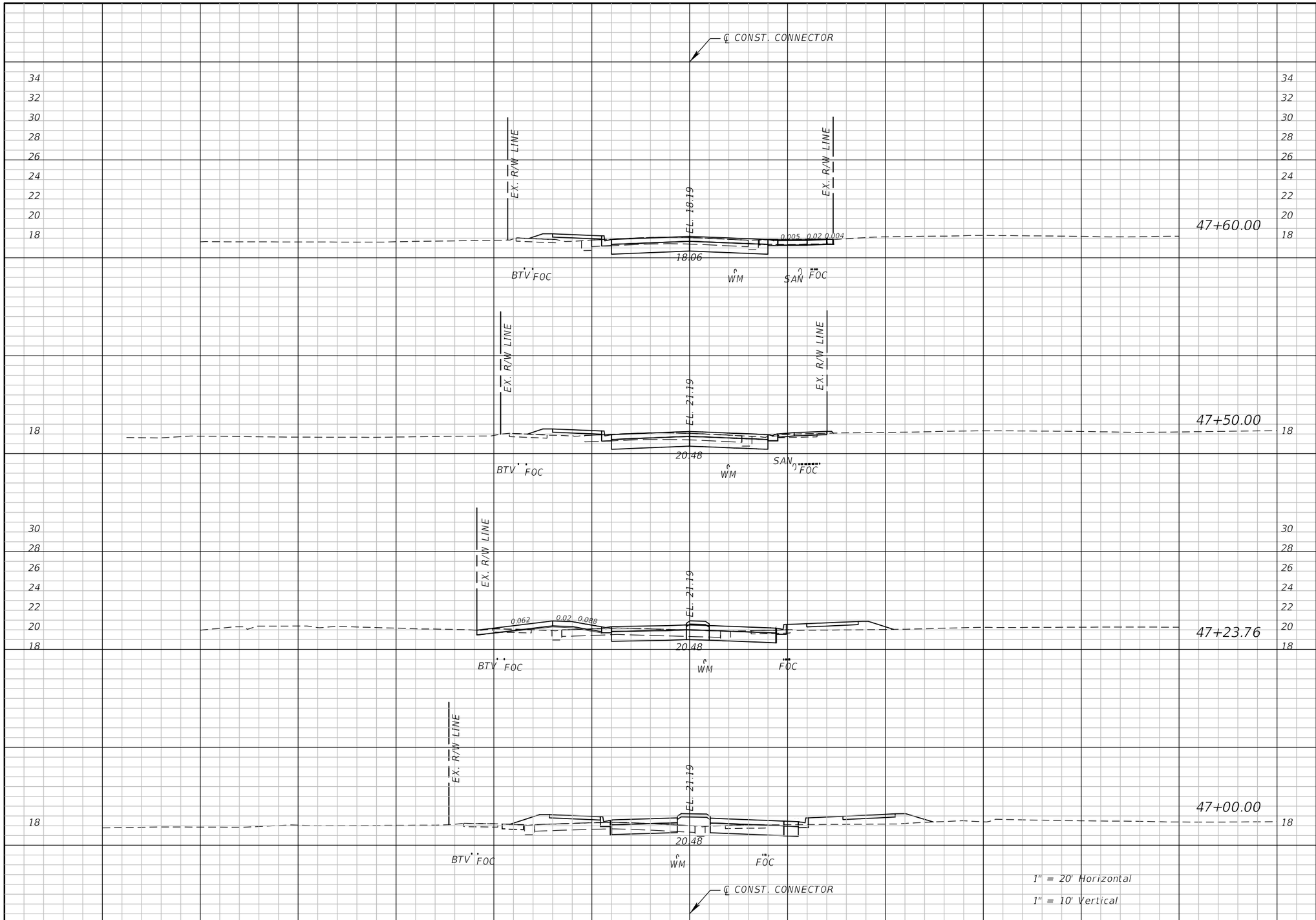
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 80



Regular Exc.		Embankment	
A	V	A	V
48.6		4.4	
	18		2
48.2		4.7	
	44		9
44.3		14.6	
	34		18
33.2		26.5	
	47		57

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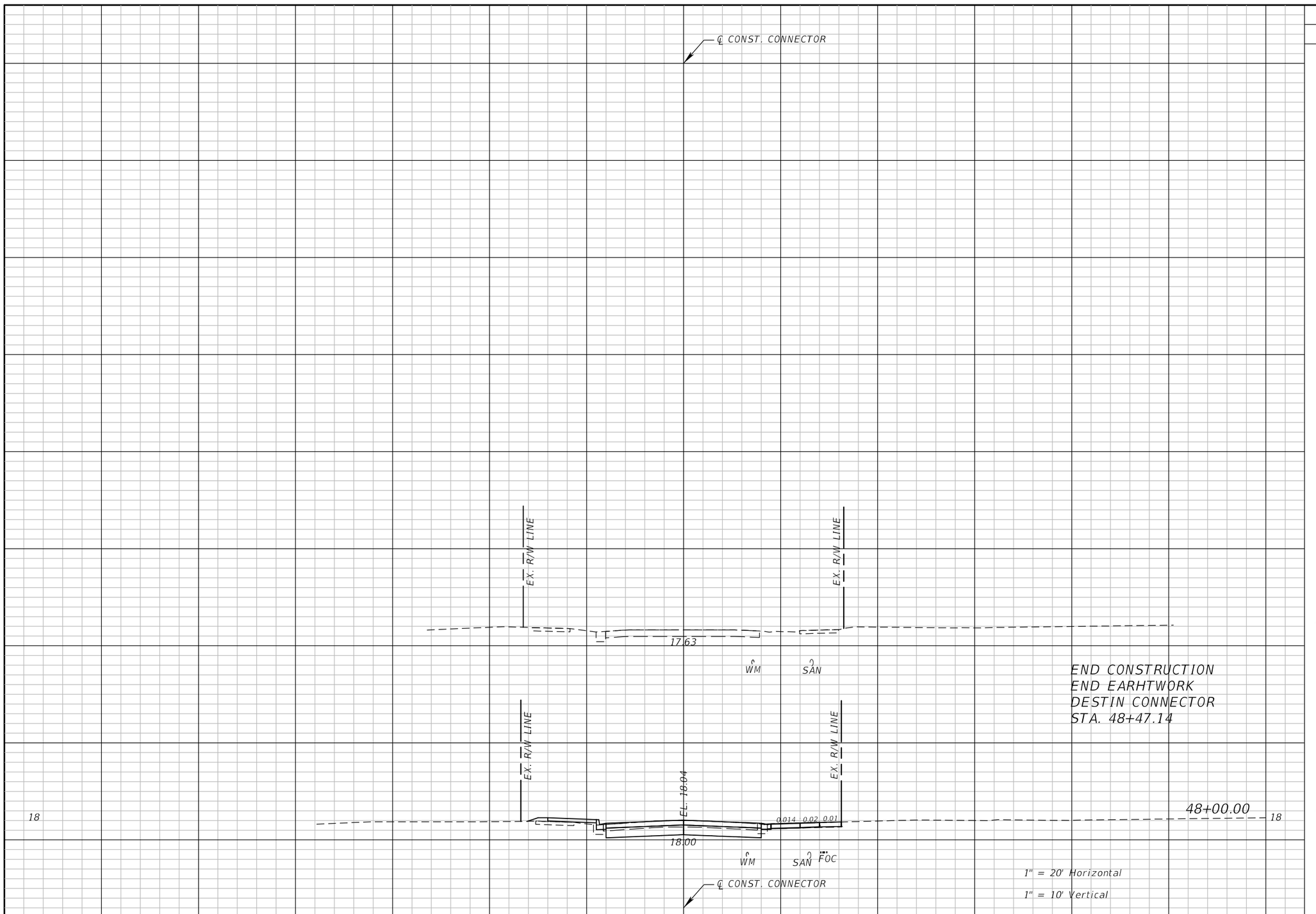
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 81



Regular Exc.		Embankment	
A	V	A	V
49.2		2.1	
	86		4
49.2		2.1	
	72		5

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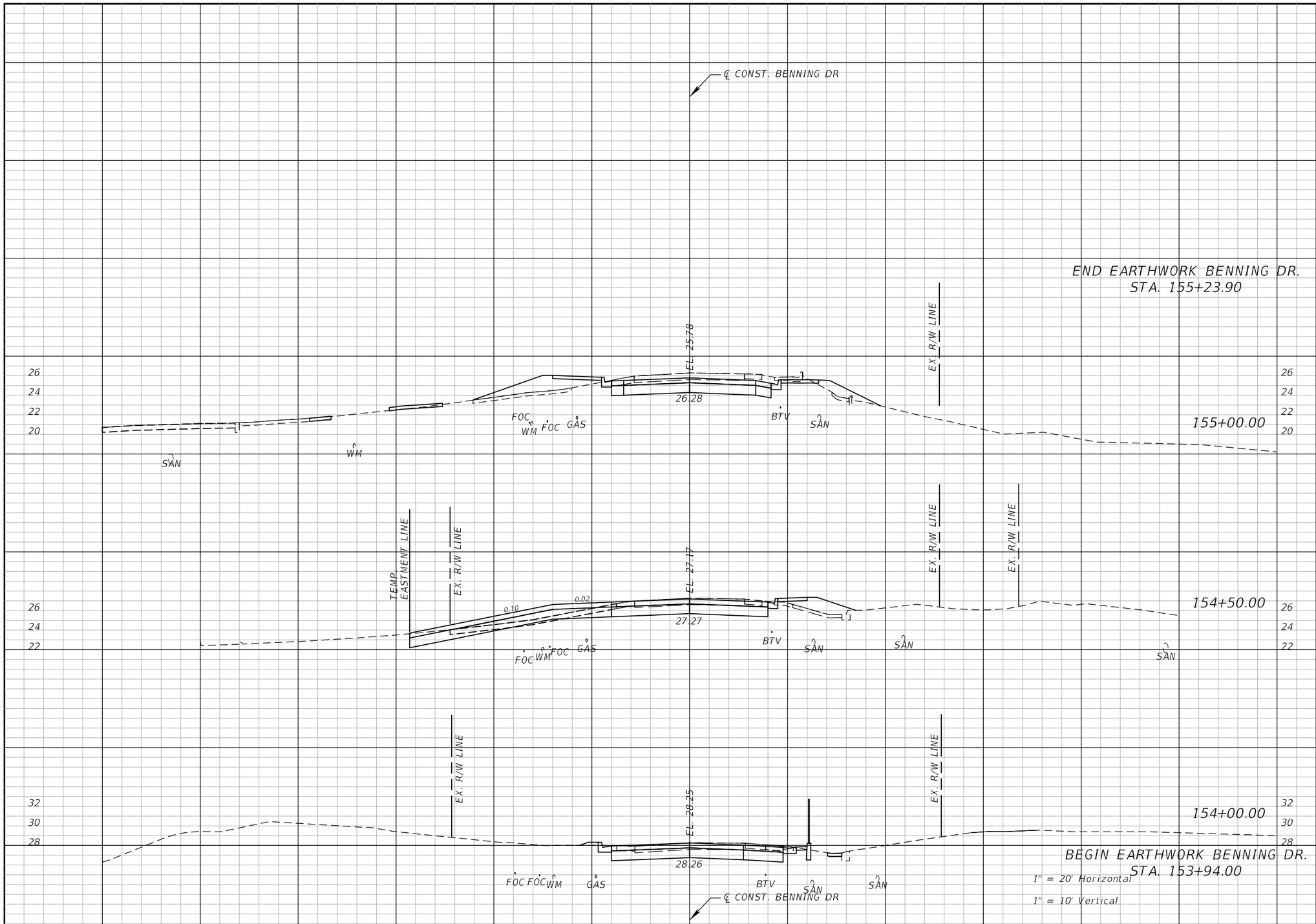
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 82



Regular Exc.		Embankment	
A	V	A	V
74.9		30.8	
	66		27
74.9		30.8	
	146		40
84.1		12.0	
	134		12
60.2		0.9	
	13		0
60.2		0.9	

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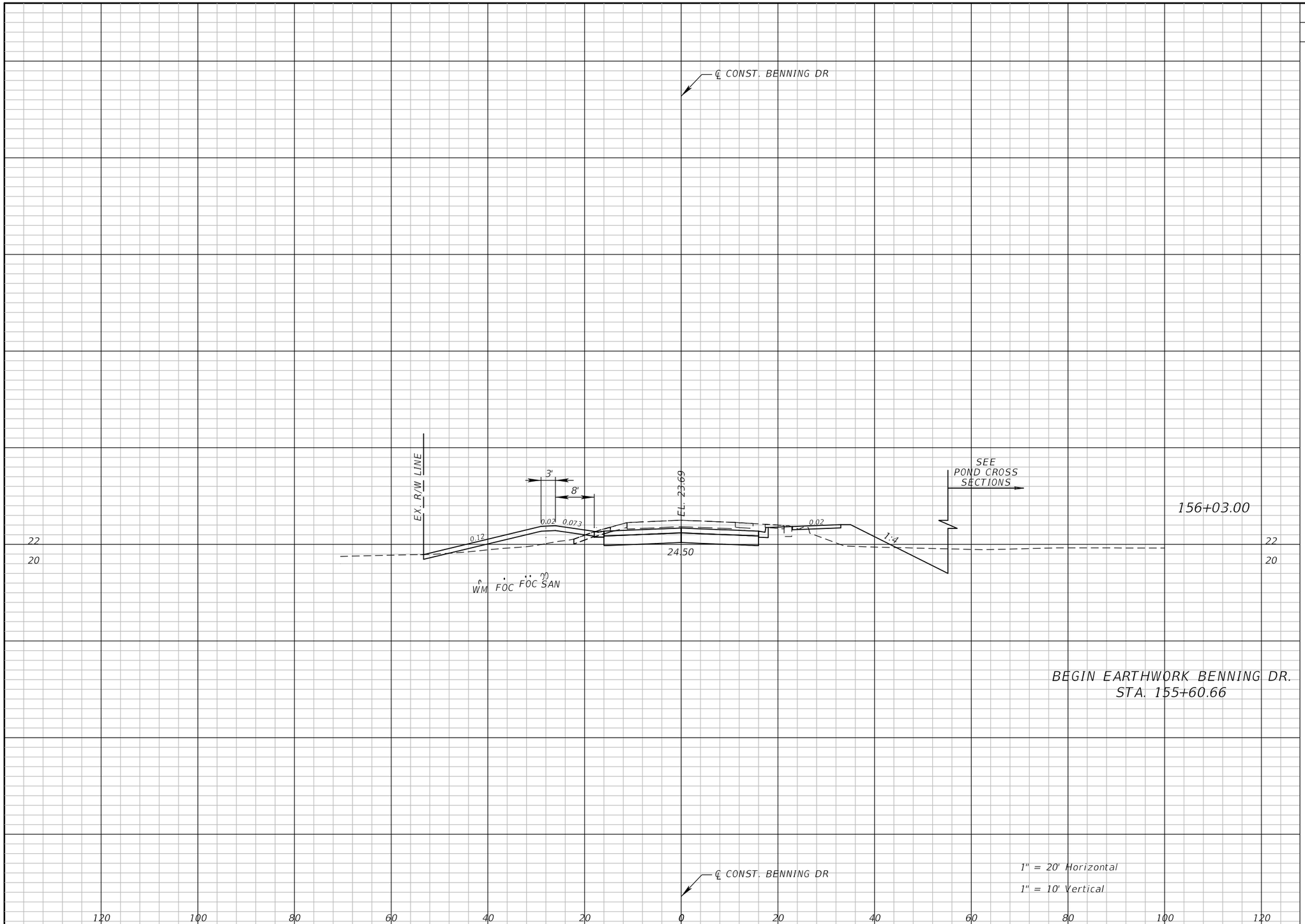
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.

SHEET NO. 83



	Regular Exc.		Embankment	
	A	V	A	V
156+03.00	93.0		43.8	
		146		70
	146		67	
BEGIN EARTHWORK BENNING DR. STA. 155+60.66	93.0		43.8	

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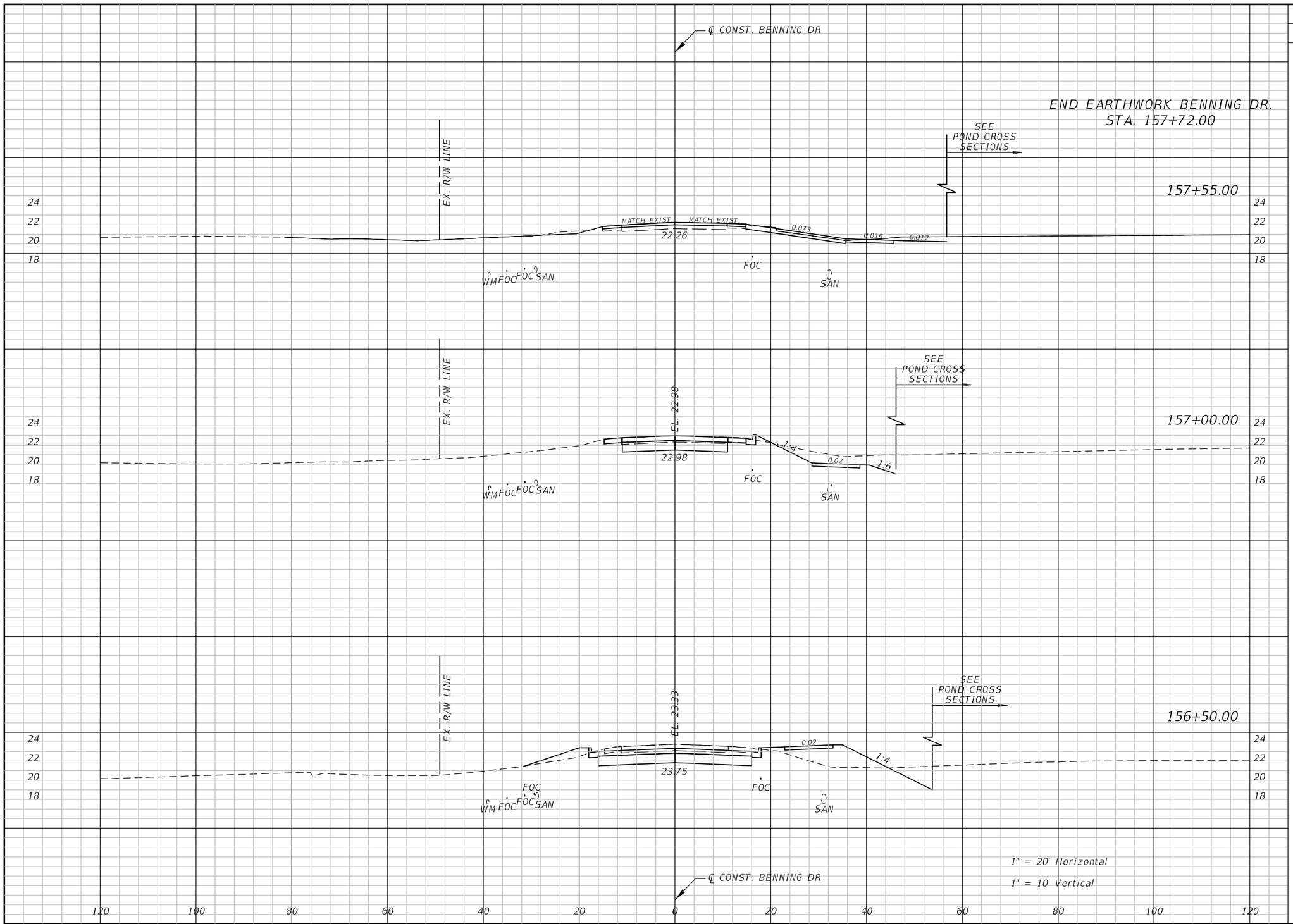
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.

SHEET NO. 84



Regular Exc.		Embankment	
A	V	A	V
16.2		0.0	
	10		0
16.2		0.0	
	84		1
66.3		0.9	
	131		35
75.1		36.8	

REVISIONS			
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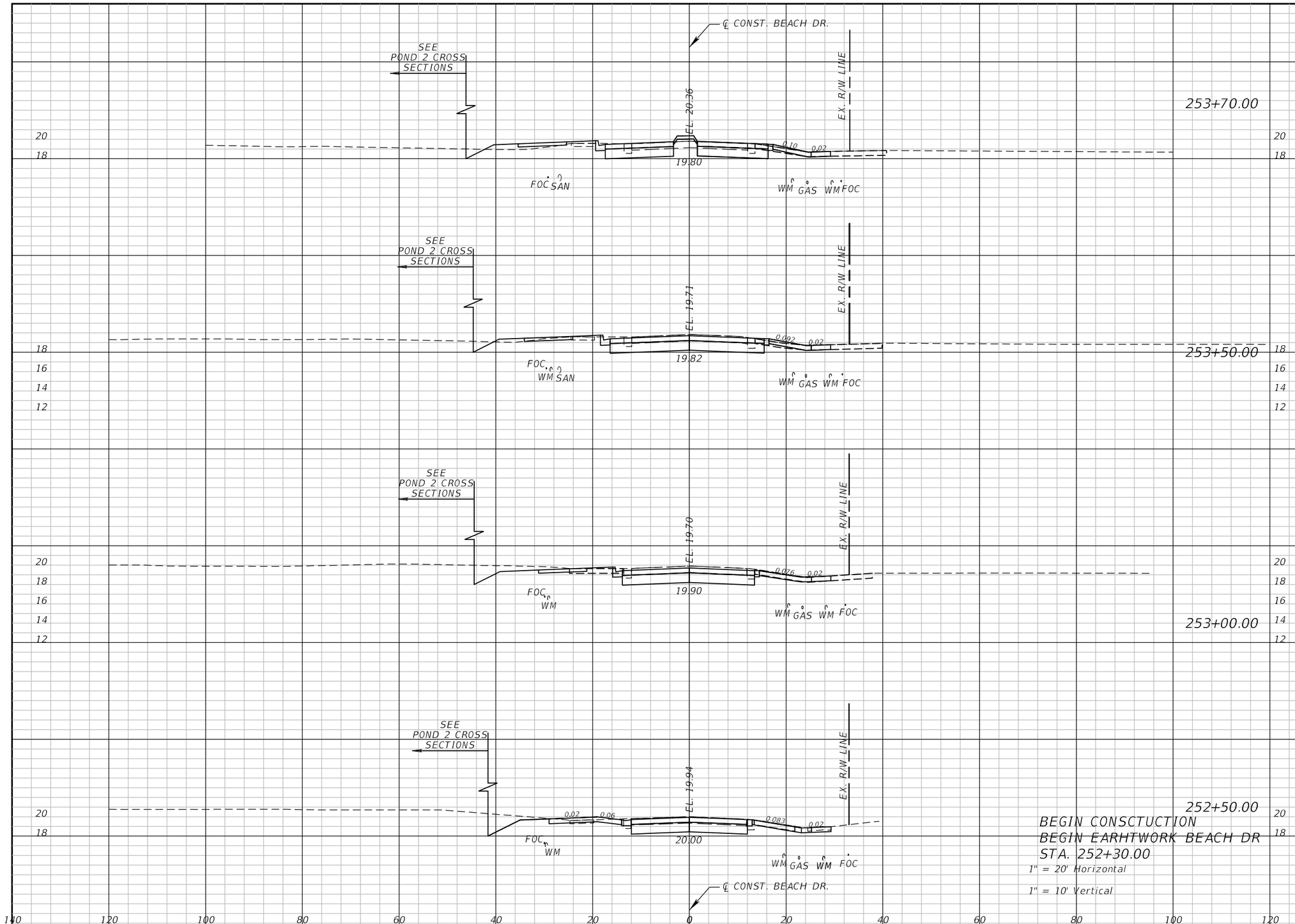
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.

SHEET NO. 85

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Regular Exc.		Embankment	
A	V	A	V
51.8		7.0	
	43		4
63.0		2.6	
	125		3
72.1		0.5	
	126		0
63.7		0.0	
	24		0
0.0		0.0	

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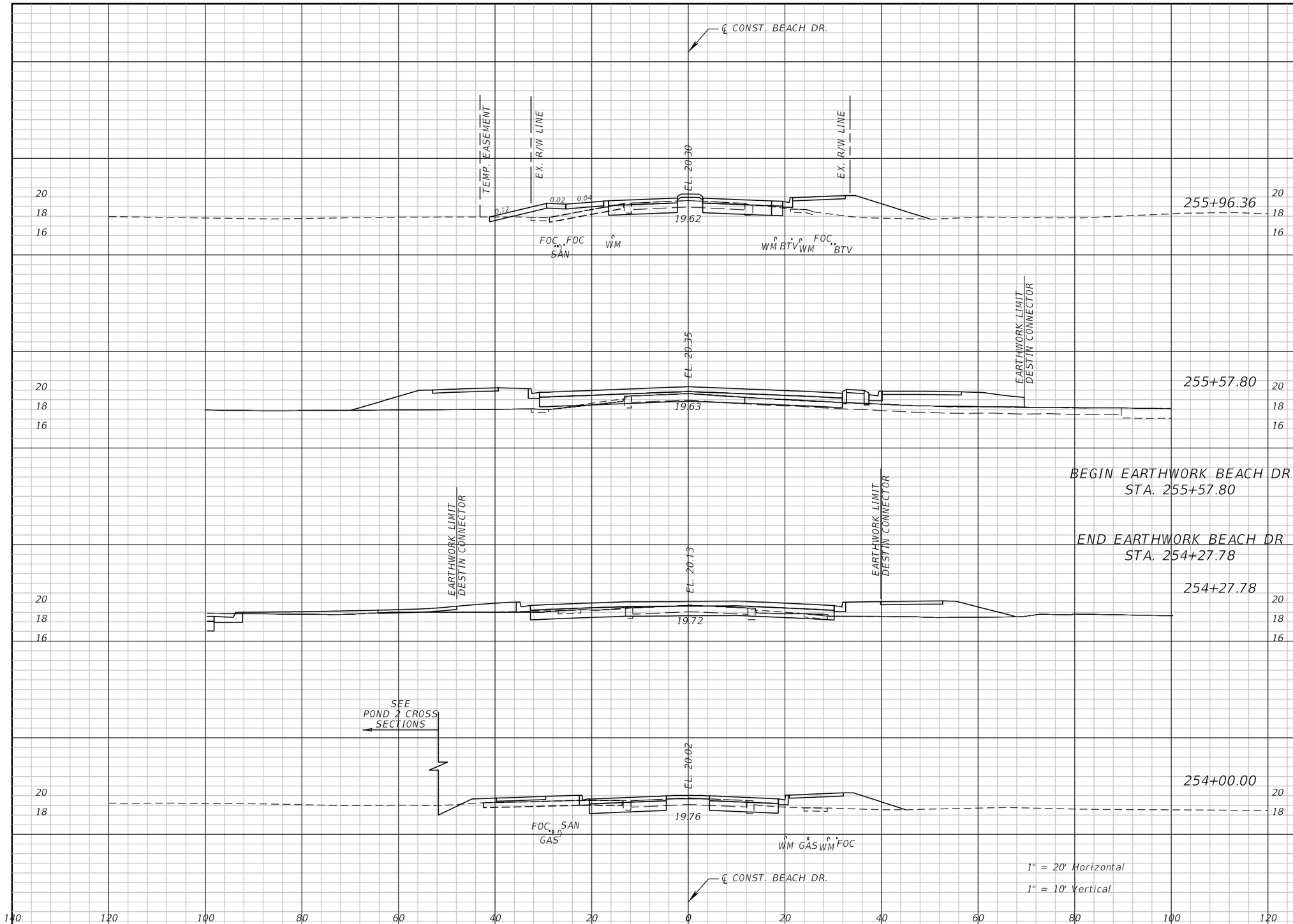
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BEACH DR.

SHEET NO. 86



Regular Exc.		Embankment	
A	V	A	V
34.9	48	48.1	108
32.7		103.0	
49.6	45	22.5	29
37.5	50	33.9	23

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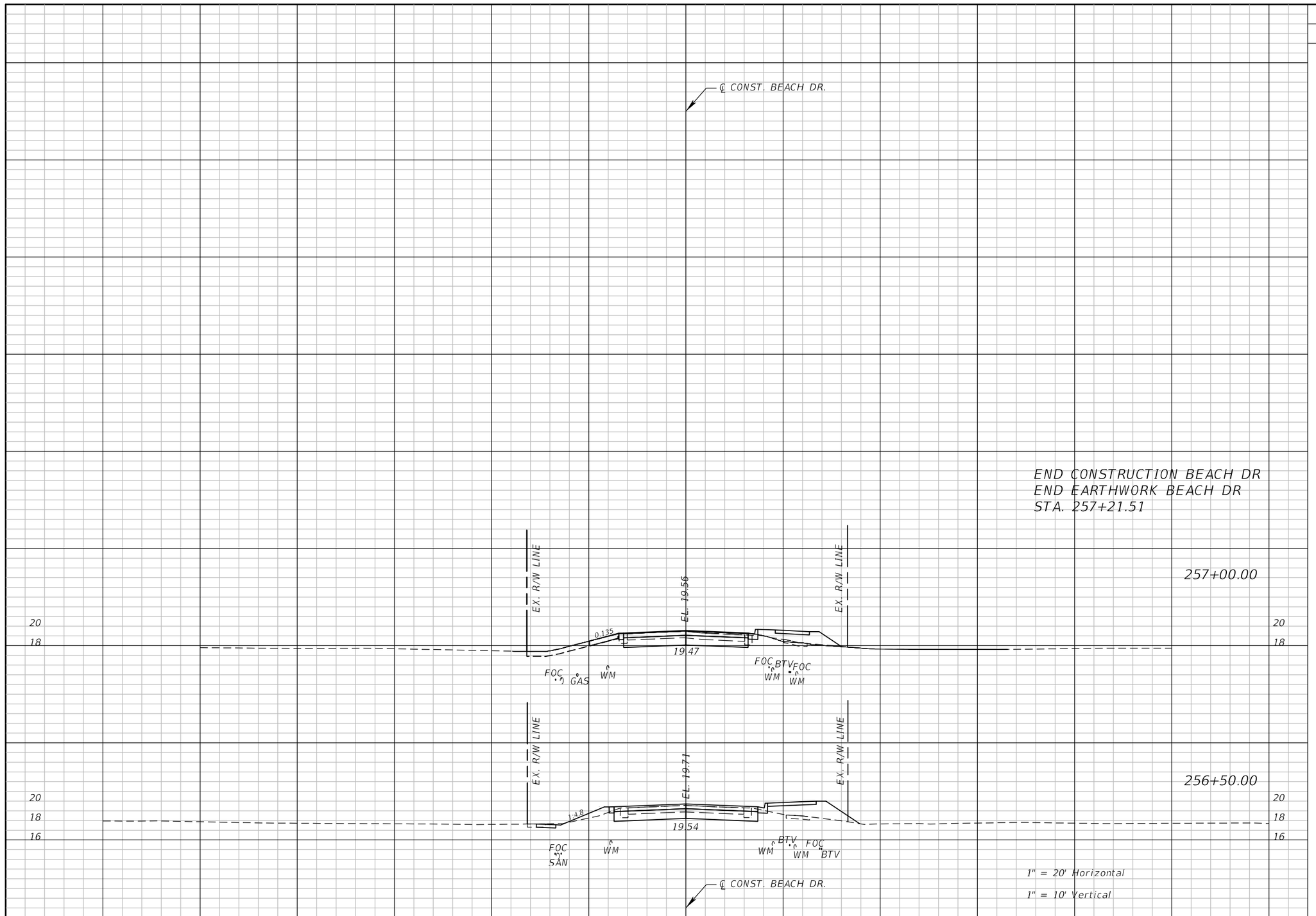
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BEACH DR.

SHEET NO. 87



END CONSTRUCTION BEACH DR
END EARTHWORK BEACH DR
STA. 257+21.51

257+00.00

256+50.00

1" = 20' Horizontal

1" = 10' Vertical

Regular Exc.		Embankment	
A	V	A	V
39.4		13.4	
	31		11
39.4		13.4	
	76		34
42.8		23.4	
	77		71

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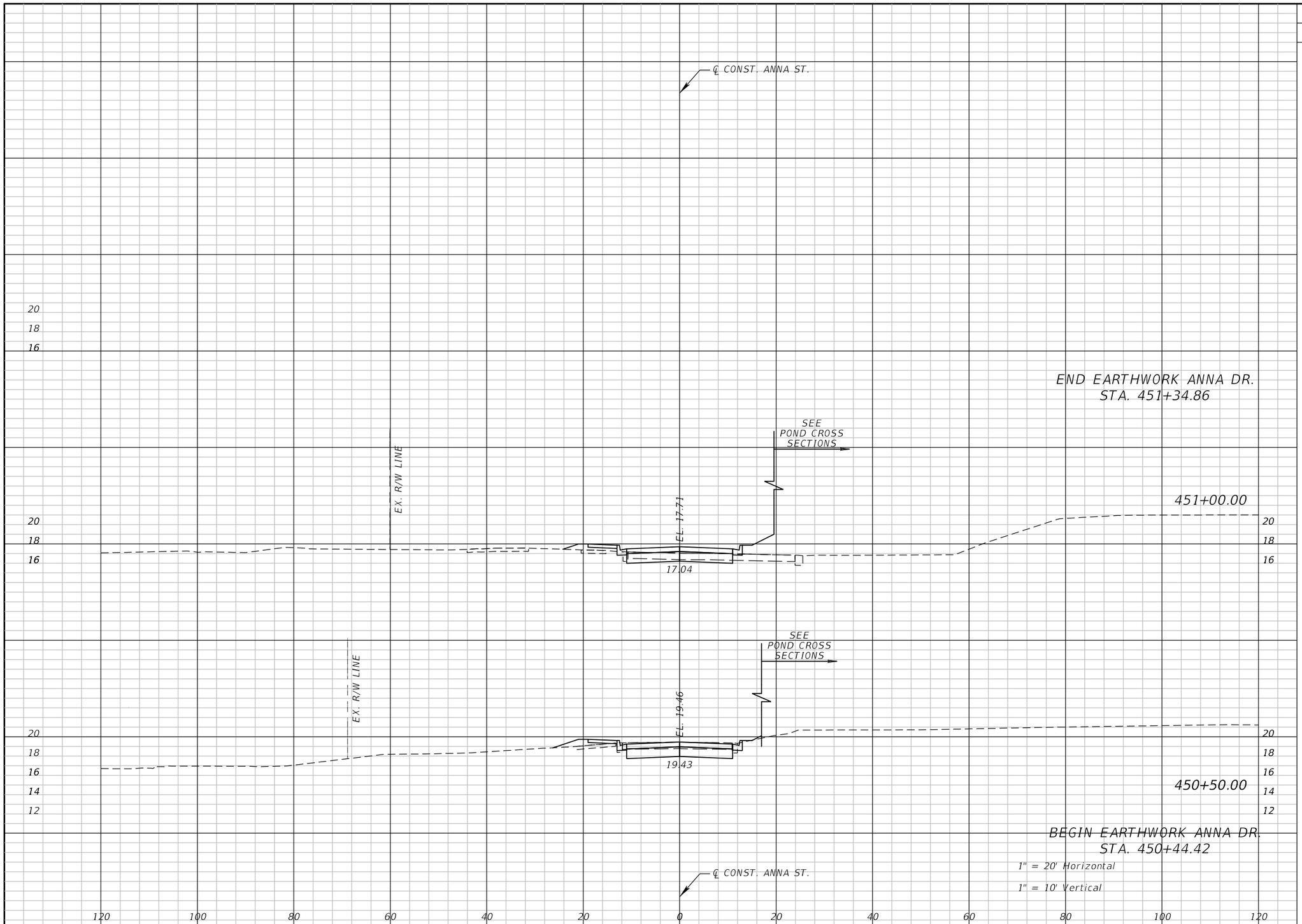
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BEACH DR.

SHEET NO. 88



END EARTHWORK ANNA DR.
STA. 451+34.86

451+00.00

450+50.00

BEGIN EARTHWORK ANNA DR.
STA. 450+44.42

1" = 20' Horizontal

1" = 10' Vertical

Regular Exc.		Embankment	
A	V	A	V
22.1		12.7	
	29		16
22.1		12.7	
	55		16
37.3		4.4	
	13		1
37.3		4.4	

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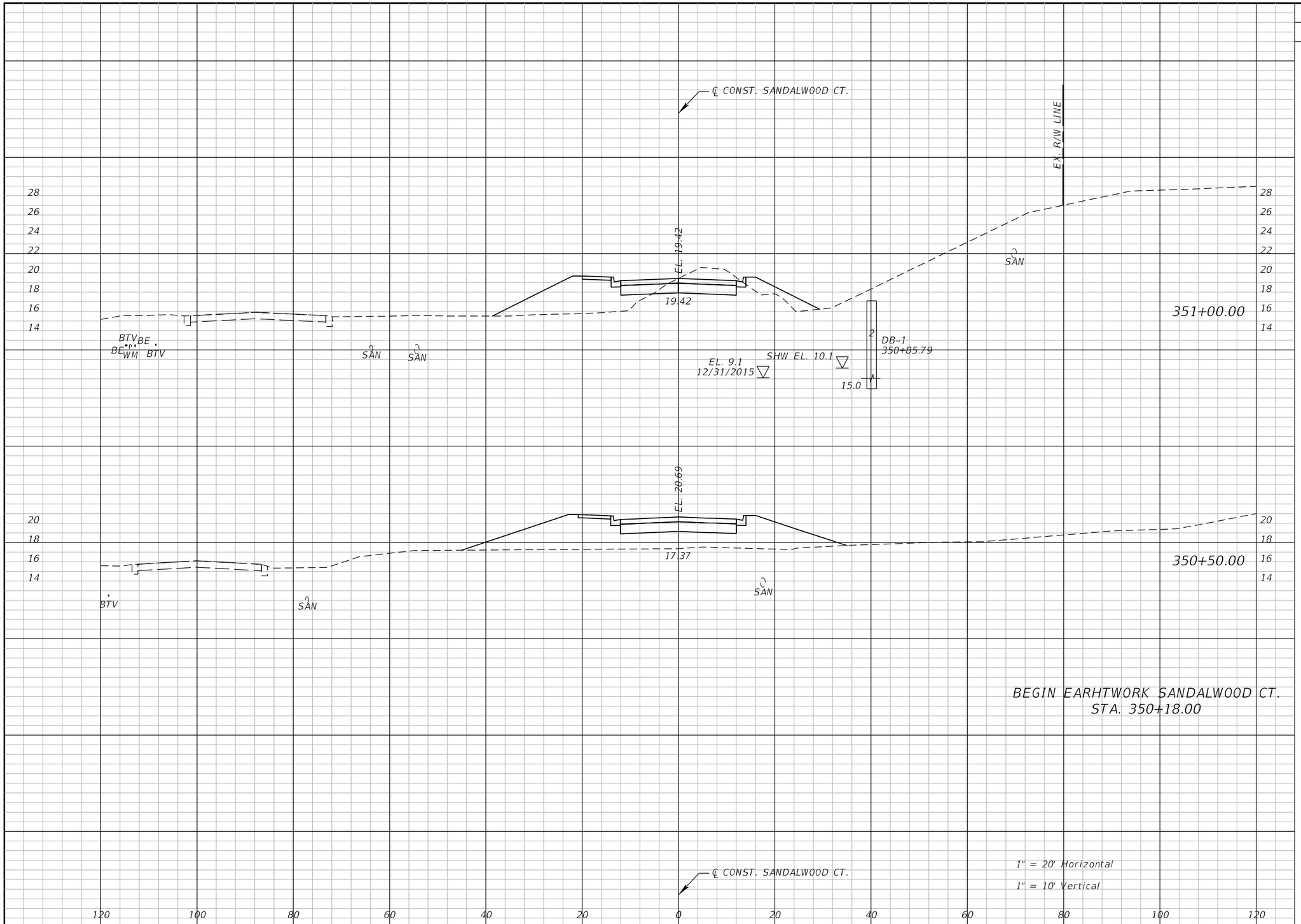
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS ANNA ST.

SHEET NO. 89



Regular Exc.		Embankment	
A	V	A	V
34.1	32	87.7	228
0.0	0	158.7	188
0.0		158.7	

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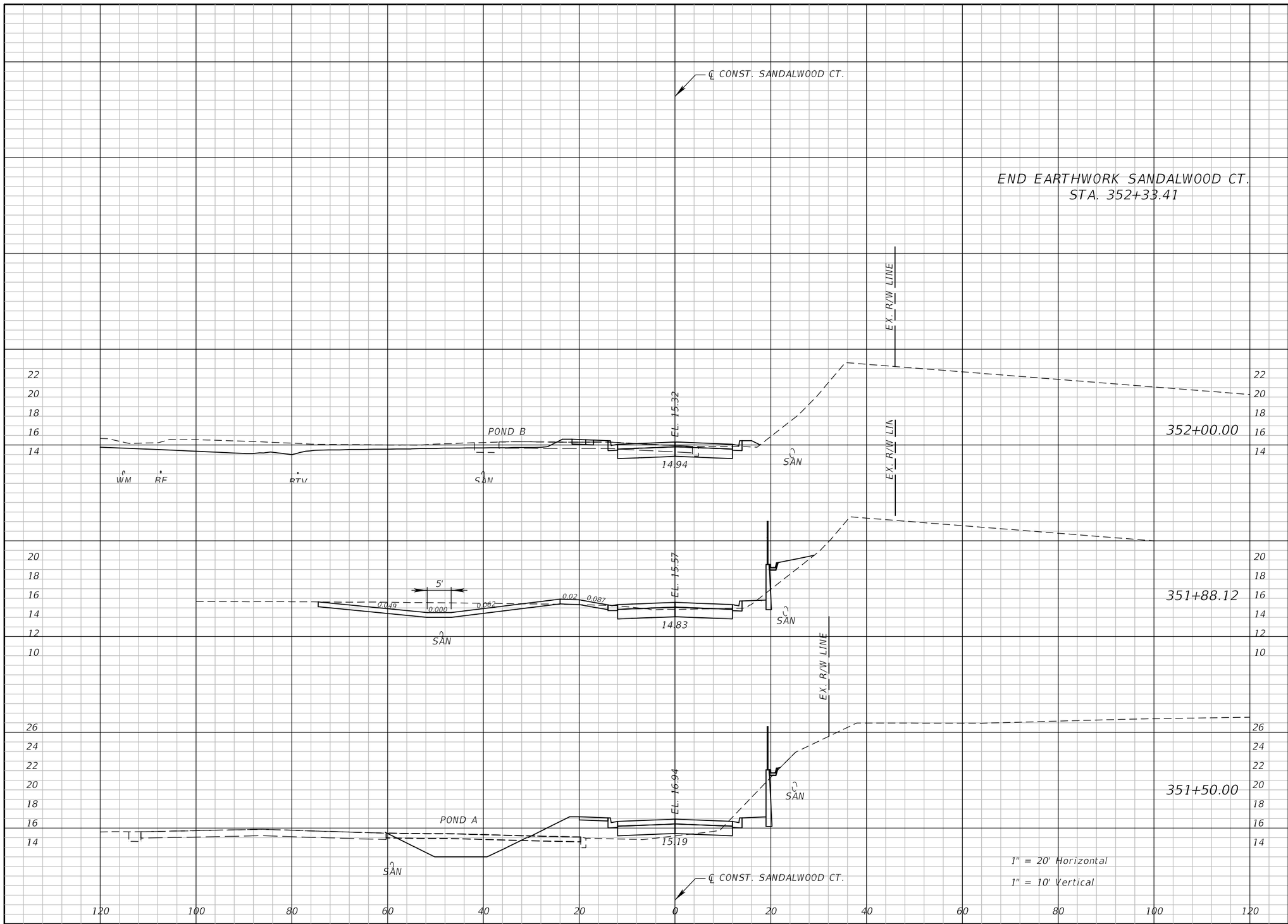
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS SANDALWOOD CT.

SHEET NO. 90



Regular Exc.		Embankment	
A	V	A	V
34.6		3.3	
	43		4
34.6		3.3	
	17		4
41.5		13.0	
	47		31
25.0		31.4	
	55		110

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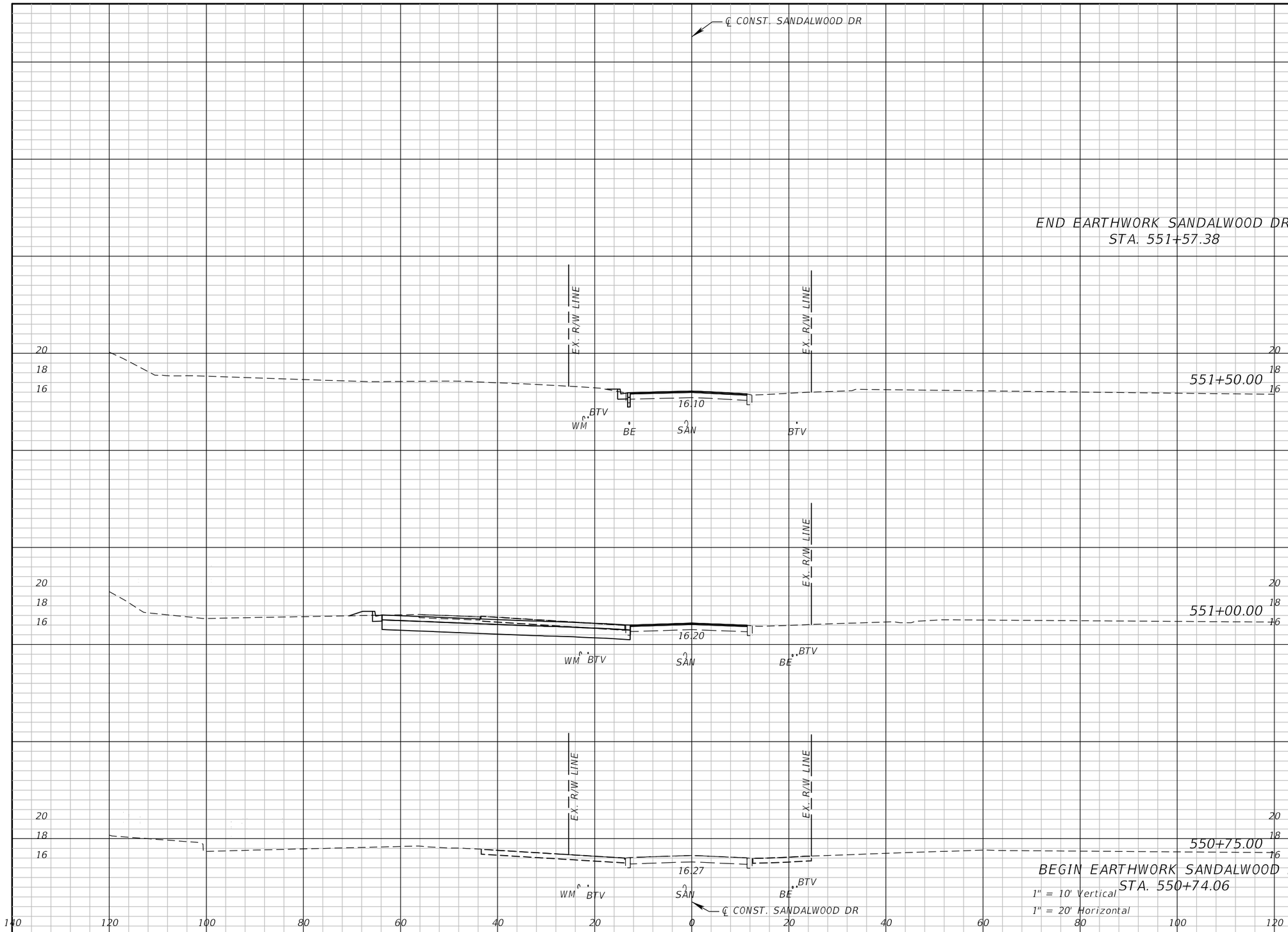
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS SANDALWOOD CT.

SHEET NO. 91



Regular Exc.		Embankment	
A	V	A	V
0.0		0.0	
	0		0
2.2		0.3	
	80		2
83.9		1.5	
	39		1
0.0		0.0	

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS SANDALWOOD DR.

SHEET NO. 92

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE STANDARD PLANS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE DESTIN CROSS TOWN CONNECTOR PROJECT IS LOCATED IN THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA. THE PROJECT INCLUDES APPROXIMATELY 1500 LINEAR FEET OF ROADWAY THAT WILL CONNECT AZALEA DRIVE WITH LEGION DRIVE. THE PROPOSED IMPROVMENTS INCLUDE 11' TRAVEL LANES WITH A 1' SHOULDER AND A 10' SHARED USE PATH.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS A SEQUENCE IS PROPOSED THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING, EARTHWORK, EARTHWORK FOR POND CONSTRUCTION AND STORM DRAIN CONSTRUCTION FOR POND INFLOWS.

2. STORM DRAIN CONSTRUCTION. CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.

3. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF ROADWAY, GRAVITY WALL, CURB, SUBGRADE, BASE, PAVEMENT, AND SIDEWALK.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 10.03 ACRES.
TOTAL AREA TO BE DISTURBED: 10.03 ACRES

1.0. RUNOFF DATA:
RUNOFF COEFFICIENTS:
BEFORE: 0.45
DURING: VARIES FROM 0.45 TO 0.60
AFTER: 0.60

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE ROADWAY SOIL SURVEY SHEETS. THE RESULTS OF SOIL BORINGS DONE IN THE PONDS ARE SHOWN ON THE POND DETAIL SHEETS. THE NUMBERS FOR THESE ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS. IN GENERAL, THE PROJECT AREA CONSISTS OF SANDY SOILS.

OUTFALL INFORMATION:
THERE ARE NO OUTFALLS.

I.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

* DRAINAGE PATTERNS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS.

* APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS AND THE PLAN-PROFILE SHEETS. THERE ARE POND CROSS SECTIONS LOCATED WITH THE POND DETAIL SHEETS.

* AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS, THE CROSS SECTION SHEETS, AND THE POND DETAIL SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

* AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.

* LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE EROSION CONTROL SHEETS. TABLES PROVIDING SUMMARIES OF TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS ARE PROVIDED IN THE SUMMARY OF QUANTITIES SHEETS.

* LOCATIONS OF PERMANENT CONTROLS: THE STORMWATER PONDS, HPTRM AND OUTFALL RIPRAP ARE THE PRIMARY PERMANENT STORMWATER MANAGEMENT CONTROLS. THESE ARE SHOWN ON THE POND DETAIL SHEETS.

* AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS, THE PLAN-PROFILE SHEETS AND THE POND DETAIL SHEETS.

1.F. RECEIVING WATERS:

THERE ARE NO RECEIVING WATER BODIES OR WETLAND AREAS ON THE PROJECT SITE.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATIONS, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

A DESCRIPTION OF EACH PHASE OF THE TEMPORARY TRAFFIC CONTROL IS PROVIDED IN THE TTCP PLAN GENERAL NOTES SHEET.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

* ARTIFICIALCOVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.

* TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

* ASPHALT OR CONCRETE SURFACE.

* SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

* SEDIMENT BARRIERS IN ACCORDANCE WITH DESIGN SPECIFICATION SECTION 104, AND FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.

* INLET PROTECTION IN ACCORDANCE WITH FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, AND SPECIAL DETAILS SHOWN IN THE TTC PLAN.

* SEDIMENT CONTAINMENT SYSTEM: THE PERMANENT STORMWATER PONDS WILL BE TEMPORARILY MODIFIED ACCORDING TO THE DETAILS IN THE TTC PLAN.

PERMANENT:

* STORMWATER PONDS

* SOD

*RIPRAP

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REVISIONS			
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NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO. 93

2.B STORMWATER MANAGEMENT:

STORM DRAIN SYSTEMS WILL BE CONSTRUCTED TO CONVEY RUNOFF TO TWO (2) STORMWATER RETENTION PONDS. THE FACILITIES ARE PENDING PERMITS BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD).

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.

* DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

* DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCT/ON MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. INCLUDE IN THE PROPOSED METHODS AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

* REMOVING EXCESS DIRT FROM ROADS DAILY.

* STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO THE FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.

* USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SPECIFICATION SECTION 104, EROSION CONTROL PLAN, DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 982 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

* FDEP RULE CHAPTER 62-25 F.A.C.

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

* SILT FENCE: MAINTAIN PER SPECIFICATION SECTION 104. ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.

* SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

* PONDS ONE AND TWO: THE PONDS ARE TEMPORARY SEDIMENT BASINS UNTIL THE AREAS THAT DRAIN TO THEM ARE STABILIZED, SO UNTIL THEN, REMOVE SEDIMENT FROM THE POND WHEN IT BECOMES 1.5' DEEP AT ANY POINT.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER.

TO COMPLY, INSTALL AND MA/NTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, CONDUCT INSPECTIONS AT LEAST ONCE EVERY MONTH. ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

* POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

* POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.

* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

* STRUCTURAL CONTROLS.

* STORMWATER MANAGEMENT SYSTEMS.

* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SPECIFICATION SECTION 104 EROSION CONTROL PLAN, IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE NWFWMD AT (800) 913-1518.

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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO. 94

N

0 20 80

Feet

160

BENNING DRIVE

450

35

DESTIN CONNECTOR

0

30

SNAPPER DRIVE

AZALEA DRIVE

SANDALWOOD DRIVE

SANDALWOOD COURT

EXIST. R/W

EXIST. R/W

EXIST. R/W

POND 1

POND A

POND B

POND C

S-100

S-101

S-102

S-103

S-104

S-105

S-106

S-107

S-108

S-109

S-110

S-111

S-112

S-113

S-114

S-115

S-116

S-117

S-118

S-119

S-120

S-121

S-200

S-201

S-202

S-203

S-204

S-300

S-301

S-302

S-303

0-100

0-200

CF-1

CF-2

1

6

7

8

9

LEGEND:

SEDIMENT BARRIER

INLET PROTECTION

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

EROSION AND SEDIMENT CONTROL PLAN (1/2)

SHEET NO. 95

N

0 20 80

Feet

BEACH DRIVE

SEAGULL LANE

ANN CIRCLE

LEGION DRIVE

50

255

45

40

DESTIN CONNECTOR

EXIST. R/W

SANDALWOOD DRIVE

ADS-W

ADS STORMWATER CHAMBERS

ADS-E

S-304

S-400

S-401

S-402

S-403

S-404

S-405

S-406

S-407

S-408

S-409

S-410

S-411

S-412

S-413

S-414

S-415

S-416

S-500

S-501

S-502

S-503

S-504

S-505

S-506

S-507

S-508

4

5

LEGEND:

SEDIMENT BARRIER

INLET PROTECTION

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COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

EROSION AND SEDIMENT CONTROL PLAN (2/2)

SHEET NO. 96

TEMPORARY TRAFFIC CONTROL GENERAL NOTES:

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH PROJECT PLANS, THE CURRENT EDITION OF THE FDOT STANDARD PLANS INDEX 102-100, 102-120 AND 102-600 SERIES, THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).

2. ANY ADDITIONAL INTERRUPTIONS TO NORMAL TRAFFIC PATTERNS, WHICH ARE NOT SHOWN IN THE TRAFFIC CONTROL PLAN, BUT ARE NECESSARY TO CONSTRUCT THE PROJECT SHALL BE SUBMITTED IN WRITING TO THE PROJECT ADMINISTRATOR AND APPROVAL SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF WORK. SUBMITTAL MATERIAL SHALL INCLUDE SKETCHES, CALCULATIONS, AND OTHER DATA AND SHALL BE SIGNED AND SEALED BY A FL REGISTERED ENGINEER.

3. CONTRACTOR SHALL MAINTAIN AND KEEP SIDE ROAD NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.

4. ACCESS TO ALL SIDE ROADS AND DRIVEWAYS WILL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION ACTIVITIES.

5. ALL DROP-OFF CONDITIONS WITHIN THE PROJECT LIMITS WILL BE MITIGATED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600.

6. BENNING DRIVE POSTED SPEED LIMIT: 30 MPH
   BEACH DRIVE POSTED SPEED LIMIT: 30 MPH
   ALL OTHER ROADS THE POSTED SPEED SHALL NOT BE LOWER THAN 20 MPH.

7. CONTRACTOR IS ADVISED TO STUDY THE PROPOSED DRAINAGE PLAN PRIOR TO CONSTRUCTION AND CONSTRUCT ALL DRAINAGE NECESSARY ON SIDE ROADS USING FDOT STANDARD PLANS INDEX 102-603 FOR LANE CLOSURES TO ENSURE POSITIVE DRAINAGE OF THE PROJECT. IF INLETS OR STRUCTURES PROTRUDE 6 INCHES OR MORE FROM THE GRADE WITHIN THE CLEAR ZONE THE CONTRACTOR SHOULD PLACE DRUMS OR BARRIER WALL AS REQUIRED.

8. PLACE PORTABLE CHANGABLE MESSAGE SIGNS ON BENNING DRIVE AND BEACH DRIVE 14 DAYS PRIOR TO CONSTRUCTION.

   PORTABLE CHANGEABLE MESSAGE SIGN #1:

   BENNING ROAD CONST. — STARTS MM/DD

   PORTABLE CHANGEABLE MESSAGE SIGN #2:

   BEACH ROAD CONST. — STARTS MM/DD

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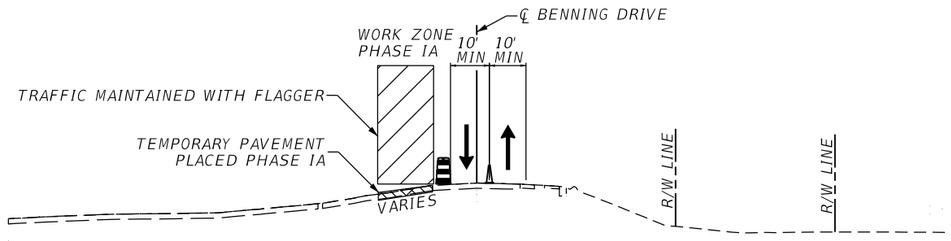
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLANS

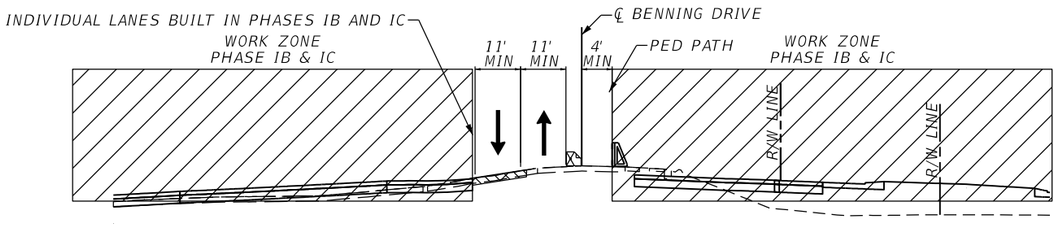
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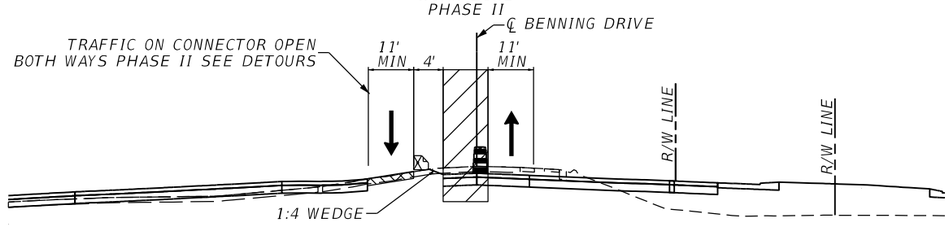
BENNING DRIVE PHASE IA



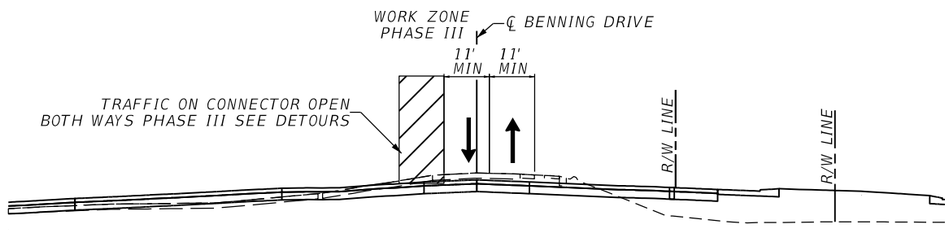
BENNING DRIVE PHASE IB & IC



BENNING DRIVE PHASE II



BENNING DRIVE PHASE III



BENNING DRIVE PHASE IA

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602.
4. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
5. MAINTAIN ACCESS TO AZALEA DRIVE, LEGION DRIVE, SEA HILLS DRIVE AND MOUNTAIN DRIVE AS SHOWN ON THE PHASE IA TEMPORARY TRAFFIC CONTROL PLANS.
6. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IA TEMPORARY TRAFFIC CONTROL PLANS USING FLAGGING OPERATION AS REQUIRED.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE IB & IC

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. SHIFT TRAFFIC ACCORDING TO PHASE IB & IC PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE IB & IC DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES.
4. MAINTAIN ACCESS TO MALTEZOS STREET, LEGION DRIVE AND SEAHILLS DRIVE AS SHOWN ON THE PHASE IB & IC TEMPORARY TRAFFIC CONTROL PLANS.
5. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IB & IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
6. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660. ADJUST PEDESTRIAN PATH TO FINISH CONSTRUCTION.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE II

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE II DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS FROM AZALEA DRIVE AND SEA HILLS DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BENNING DRIVE AS SHOWN ON THE PHASE II PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE III

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE III PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE III DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO AND FROM ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE III TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BENNING DRIVE AS SHOWN ON THE PHASE III PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE IV

1. MILL TRANSITIONS, PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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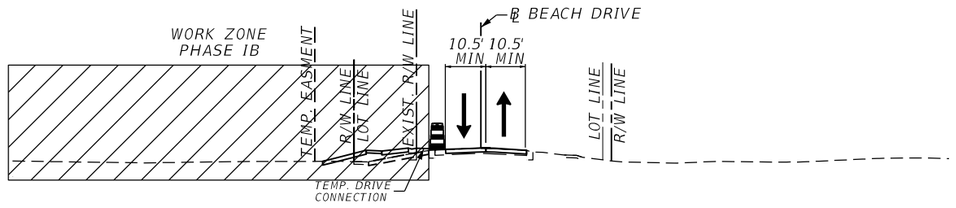
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

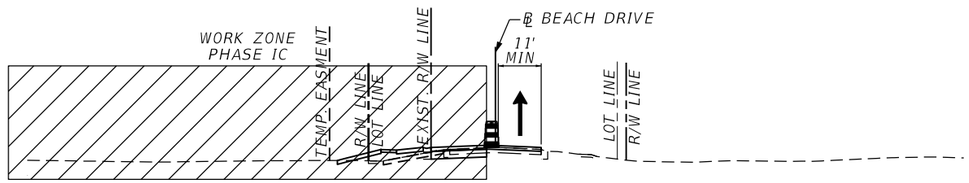
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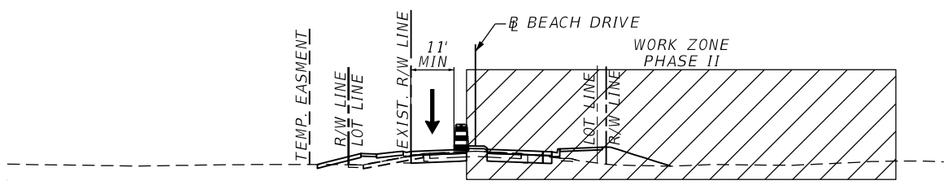
BEACH DRIVE PHASE IB



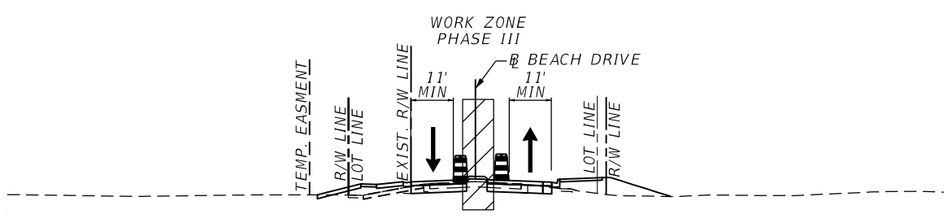
BEACH DRIVE PHASE IC



BEACH DRIVE PHASE II



BEACH DRIVE PHASE III



BEACH DRIVE PHASE IB

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602 WITH LANE CLOSURES TO SHIFT TRAFFIC. PLACE PAVEMENT MARKINGS AND SHIFT TRAFFIC.
4. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
5. MAINTAIN ACCESS TO LEGION DRIVE, SANDALWOOD DRIVE AND BENT ARROW DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
6. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
7. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

BEACH DRIVE PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. MAINTAIN ONE-LANE, NORTH BOUND TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO LEGION DRIVE AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
6. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE II

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. DETOUR LEGION DRIVE TRAFFIC ACCORDING TO PHASE II DETOUR PLAN. MAINTAIN ONE-LANE, SOUTH BOUND TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD COURT AND BENT ARROW DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BEACH DRIVE AND LEGION DRIVE AS SHOWN ON THE PHASE II PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
6. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE III

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE III PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO LEGION DRIVE, SANDALWOOD DRIVE AND BENT ARROW DRIVE AS SHOWN ON THE PHASE III TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY AND CURB & GUTTER ALONG BEACH DRIVE AS SHOWN ON THE PHASE III PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603. USE FLAGGING OPERATION OR NIGHT TIME DETOURS AS NEEDED.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

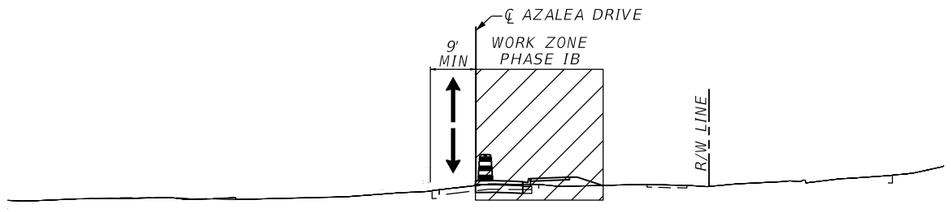
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

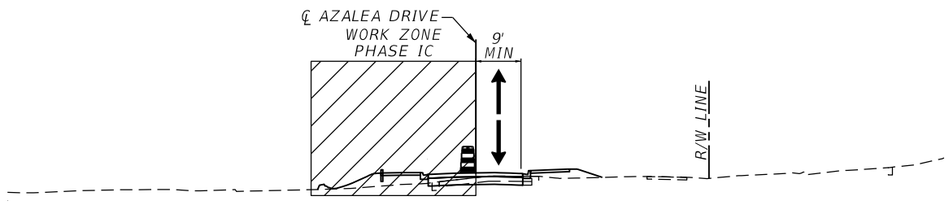
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CONSTRUCTION PHASING NOTES:

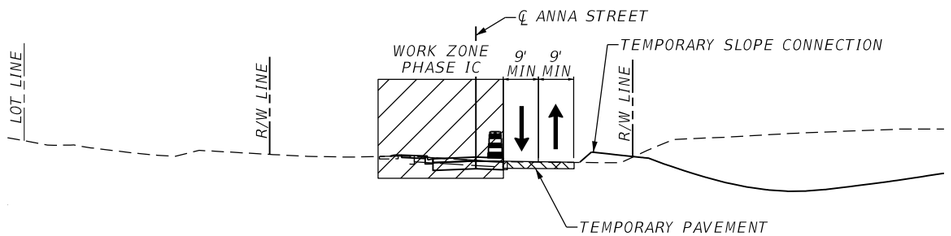
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IB



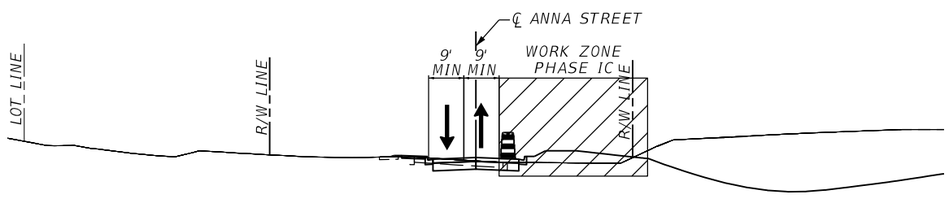
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IC



ANNA STREET PHASE IB



ANNA STREET PHASE IC



AZALEA DRIVE (DESTIN CONNECTOR) PHASE IB

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IB PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG AZALEA DRIVE (DESTIN CONNECTOR) AS SHOWN ON THE PHASE IB PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

AZALEA DRIVE (DESTIN CONNECTOR) PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IC TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG AZALEA DRIVE (DESTIN CONNECTOR) AS SHOWN ON THE PHASE IC PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

AZALEA DRIVE (DESTIN CONNECTOR) PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

ANNA STREET PHASE IB

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IB PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES.
3. MAINTAIN ACCESS TO SANDALWOOD DRIVE AND SANDALWOOD COURT.
4. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.
6. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

ANNA STREET PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

ANNA STREET PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

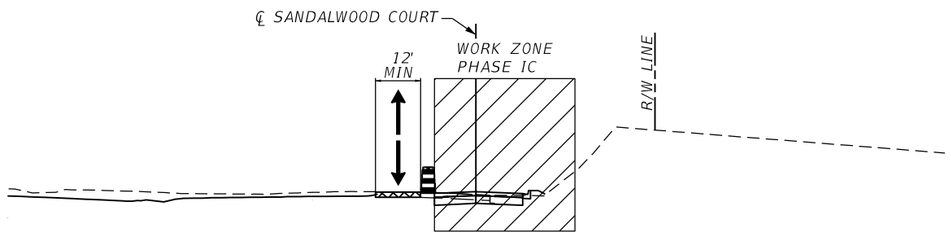
SHEET NO. 100

CONSTRUCTION PHASING NOTES:

SANDALWOOD COURT PHASE IB

1. CONSTRUCT AREA WEST OUTSIDE THE ROADWAY.

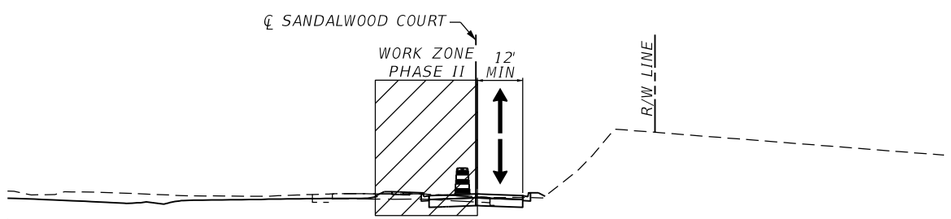
SANDALWOOD COURT PHASE IC



SANDALWOOD COURT PHASE IC

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602.
4. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES WITH USING FLAGGING OPERATION.
5. MAINTAIN ACCESS TO ANNA ST AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
6. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS WITH USING FLAGGING OPERATION.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.
8. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

SANDALWOOD COURT PHASE II



SANDALWOOD COURT PHASE II

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES WITH USING FLAGGING OPERATION.
3. MAINTAIN ACCESS TO BENNING STREET, ANNA STREET AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS USING FLAGGING OPERATION. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

SANDALWOOD COURT PHASE IV

1. PLACE FRICTION COURSE, PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

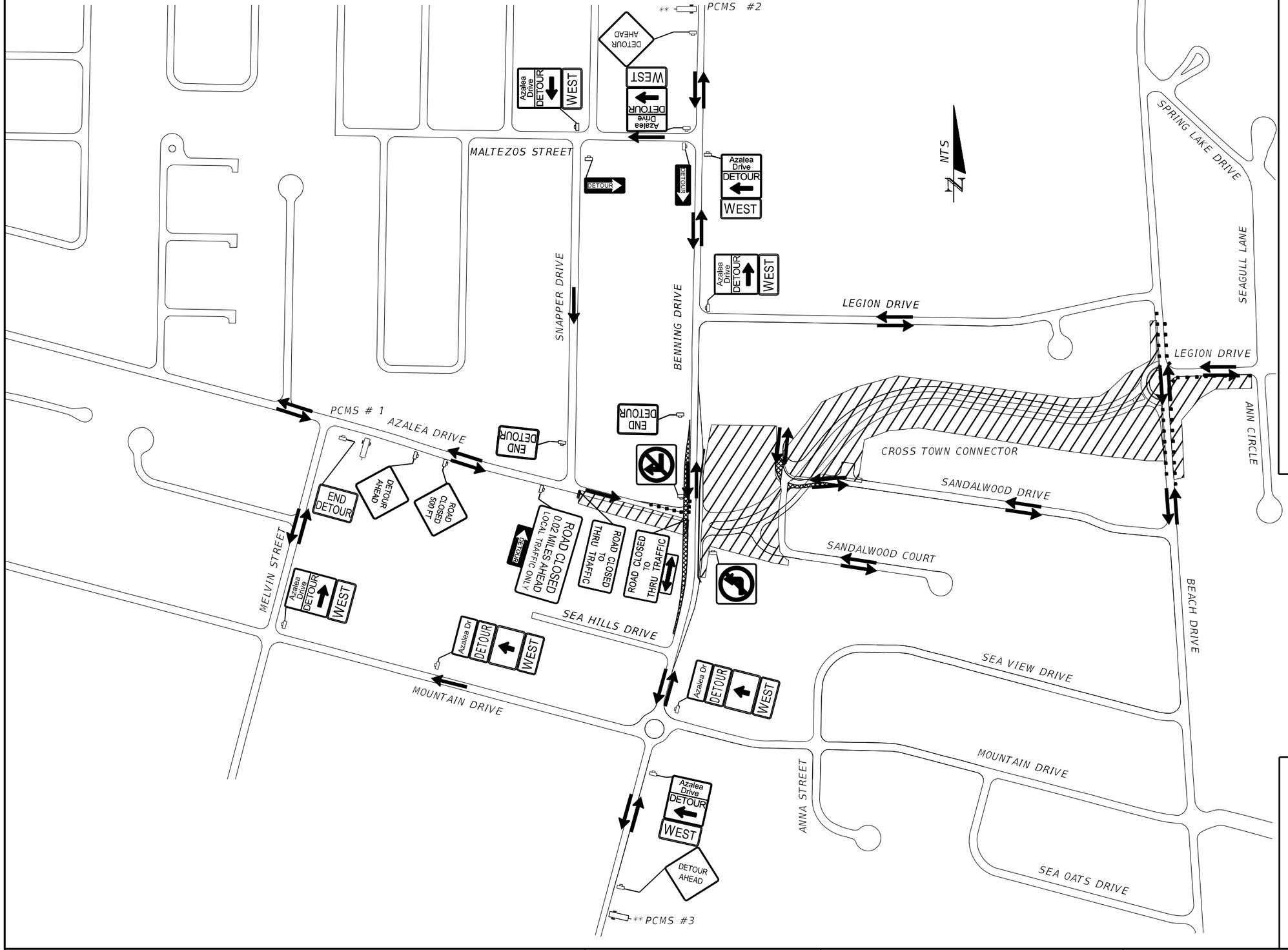
EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 101



NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT THE END OF AZALEA DRIVE TO BENNING DRIVE ACCORDING TO THE PHASE IB TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION THREE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE AND AZALEA DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE IB CONSTRUCTION OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
   DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	SNAPPER
AHEAD	NORTH

   PORTABLE CHANGEABLE MESSAGE SIGN #2:
   DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST

   PORTABLE CHANGEABLE MESSAGE SIGN #3:
   DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST

PHASE IB DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Low Profile Barrier Wall
- Channelizing Device
- Temporary Pavement

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

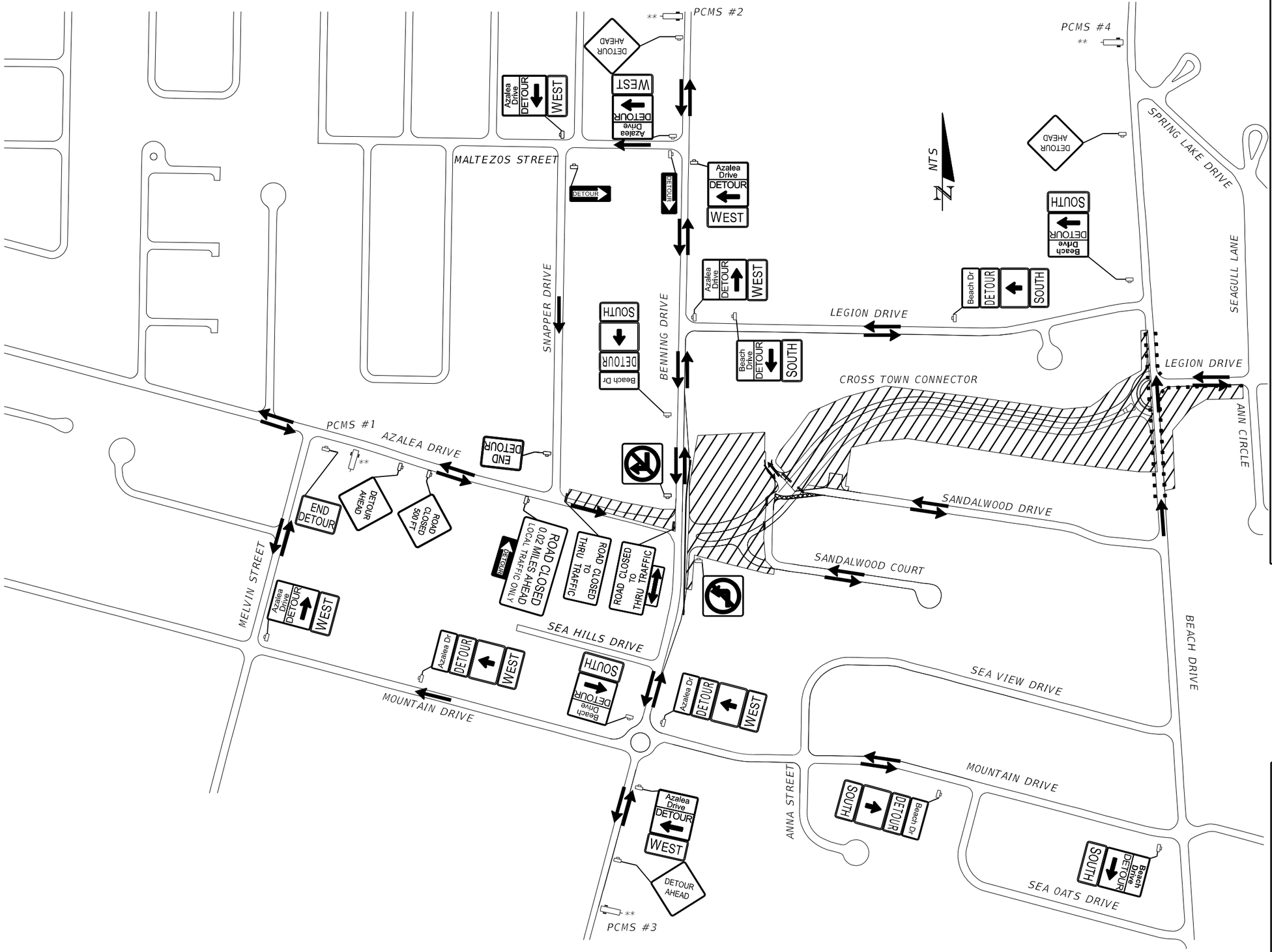
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 102

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NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT THE END OF AZALEA DRIVE TO BENNING DRIVE ACCORDING TO THE PHASE IC TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION THREE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE AND AZALEA DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE IC CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	SNAPPER
AHEAD	NORTH

PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #4:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH	DETOUR
CLOSED	LEGION
AHEAD	WEST

PHASE IC DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Low Profile Barrier Wall
- Channelizing Device
- Temporary Pavement

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

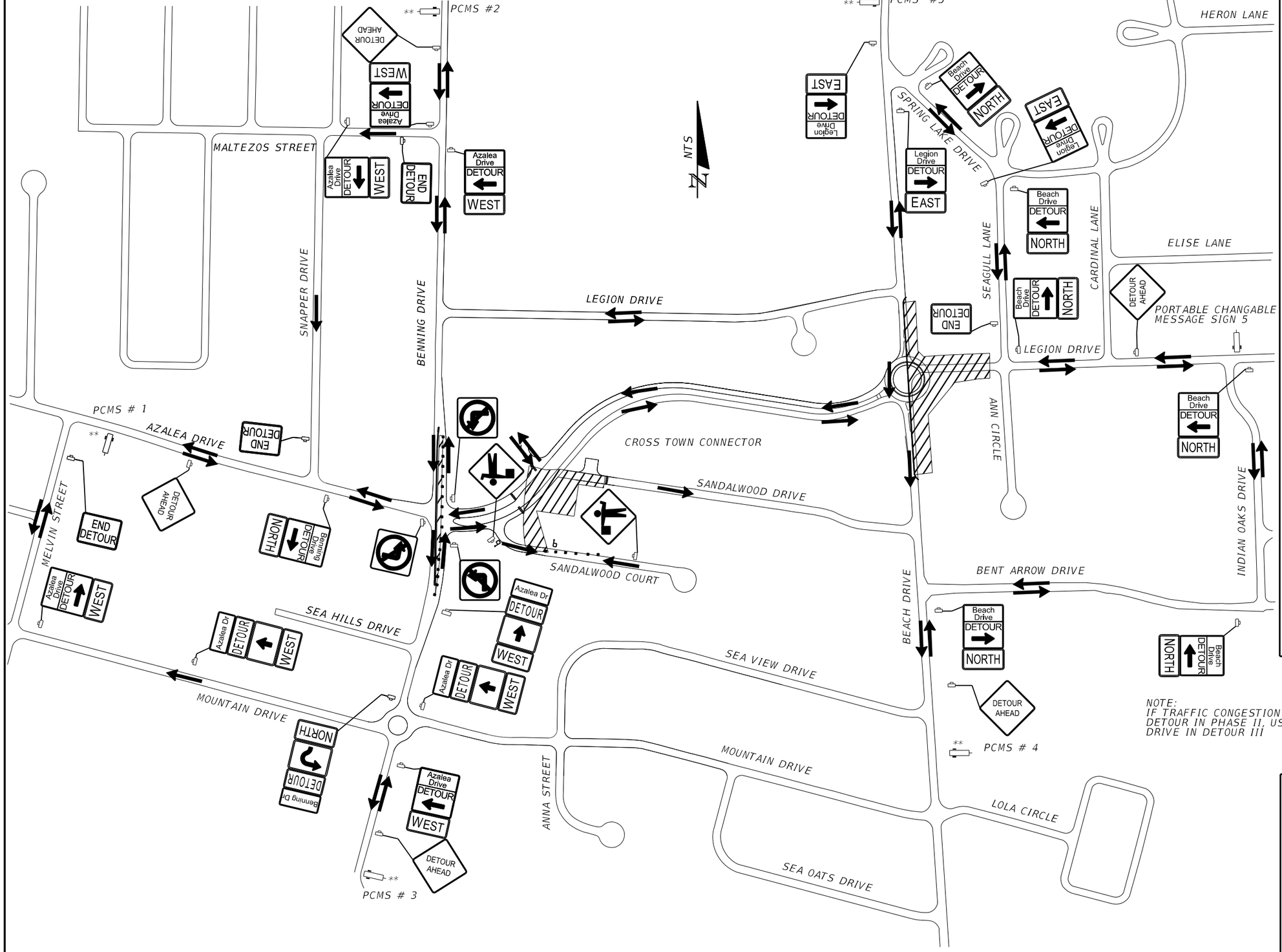
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 103

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY IN THE MIDDLE OF BENNING DRIVE AND AT THE END OF LEGION TO BEACH DRIVE ACCORDING TO THE PHASE II TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF LEGION DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION FIVE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE, AZALEA DRIVE, BEACH DRIVE AND LEGION DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE II CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF LEGION DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BENNING	FOLLOW
CLOSED	DETOUR
AHEAD NB	

PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #4:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #5:
DURING DETOUR

MESSAGE 1	MESSAGE 2
LEGION	DETOUR
CLOSED	SPRING L
AHEAD	NORTH

NOTE:
IF TRAFFIC CONGESTION DEVELOPS FOR NORTHBOUND BEACH DRIVE DETOUR IN PHASE II, USE ADDITINAL DETOUR FOR BEACH DRIVE IN DETOUR III

PHASE II DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Flagger
- Low Profile Barrier Wall
- Channelizing Device

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

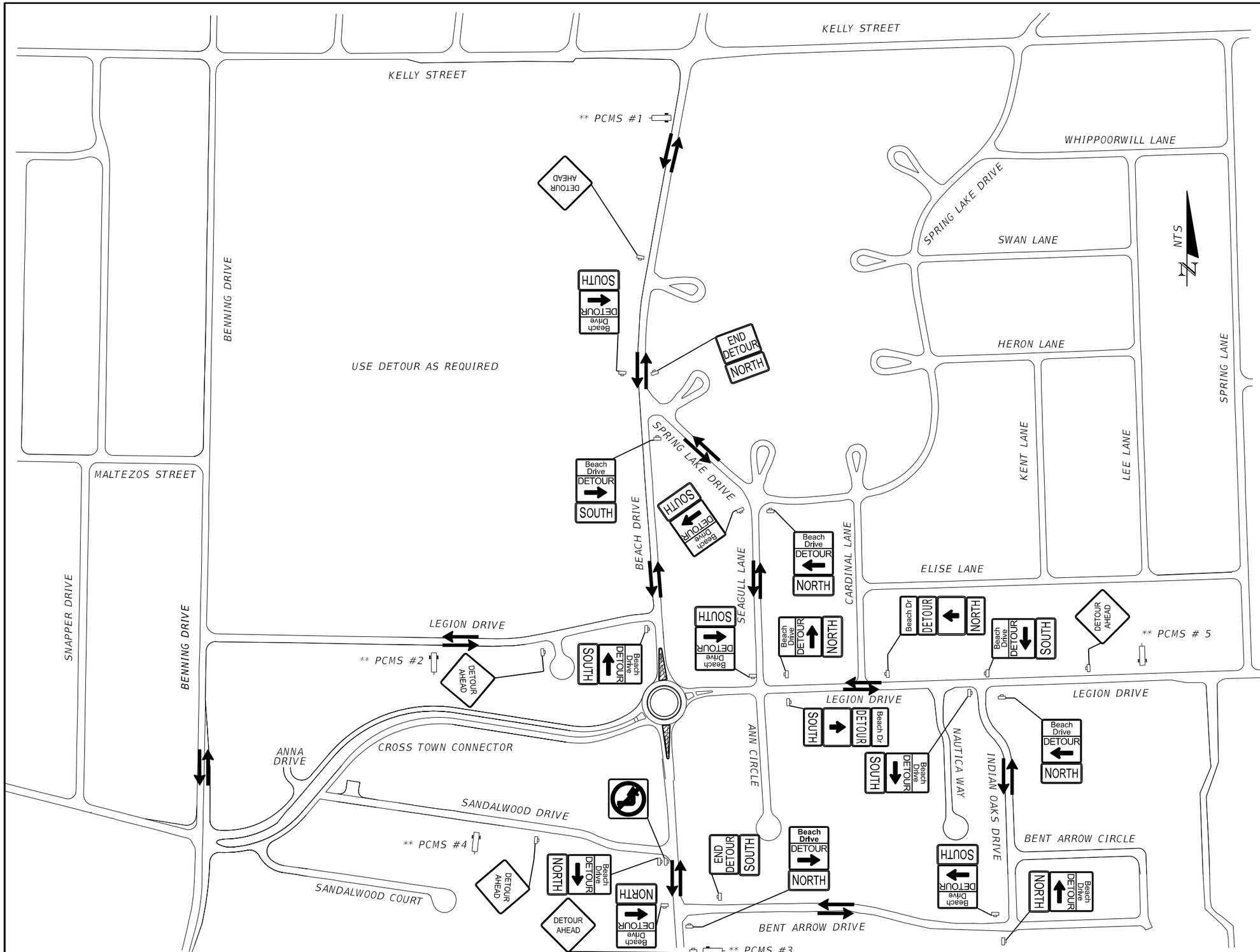
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 104

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NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT BEACH DRIVE AND THE END OF LEGION DRIVE ACCORDING TO THE PHASE III TEMPORARY TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF BEACH DRIVE NORTHBOUND AND LEGION DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION FIVE VARIABLE MESSAGE SIGNS ALONG BEACH DRIVE, LEGION DRIVE AND SANDALWOOD DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE III CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF BEACH DRIVE NORTHBOUND AND LEGION DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	SPRING L
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	FOLLOW
CLOSED	DETOUR
AHEAD	

PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #4:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #5:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	FOLLOW
CLOSED	DETOUR
AHEAD	

PHASE III DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Flagger
- Low Profile Barrier Wall
- Channelizing Device

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REVISIONS			
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EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 105

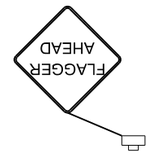
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LEGEND

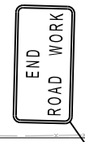
- Temporary Pavement
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

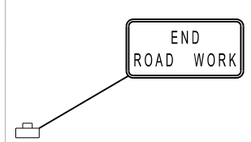
NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-001 & 102-600, SHEET 11 OF 11











*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IA

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

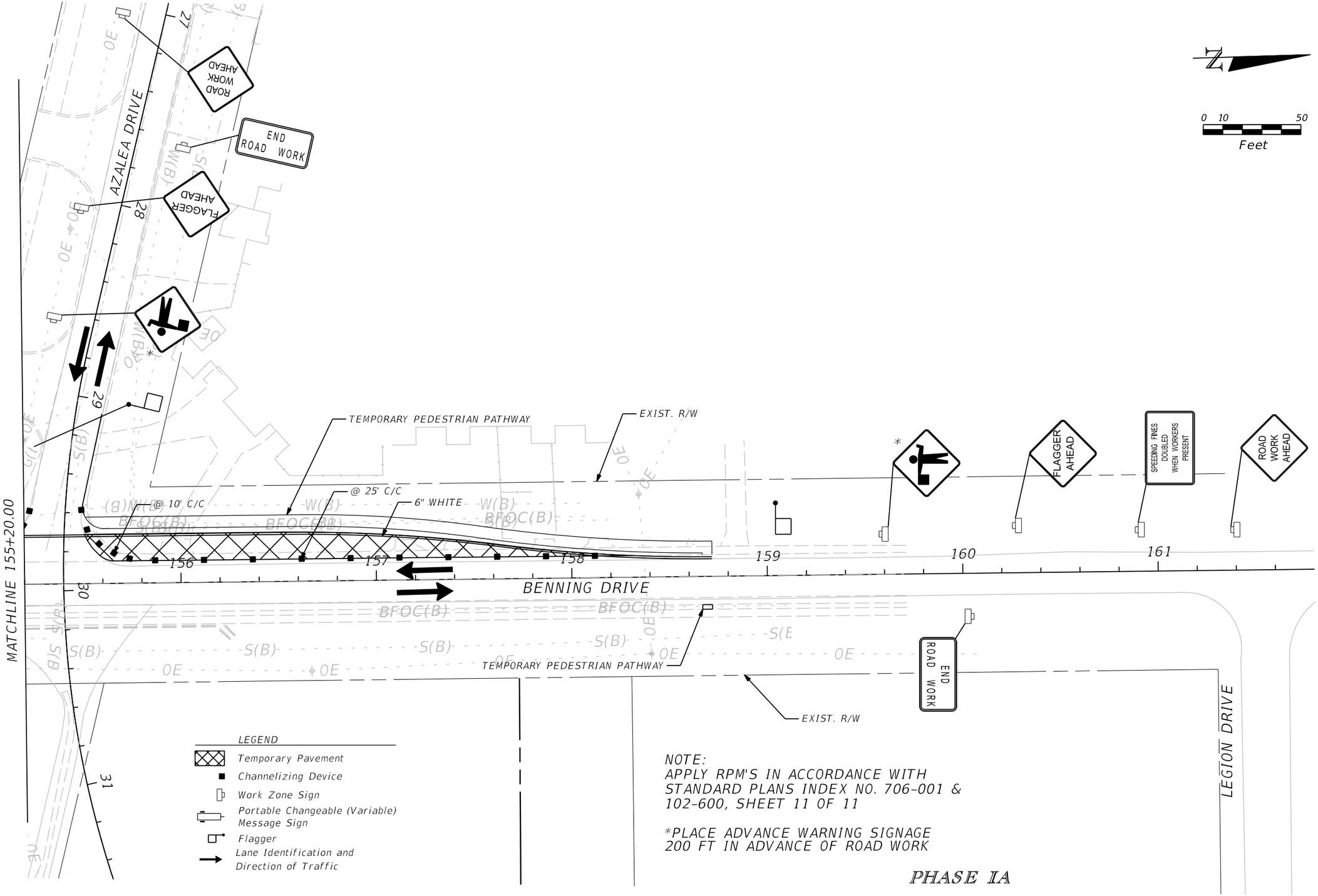
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 106

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND

- Temporary Pavement
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-001 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IA

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

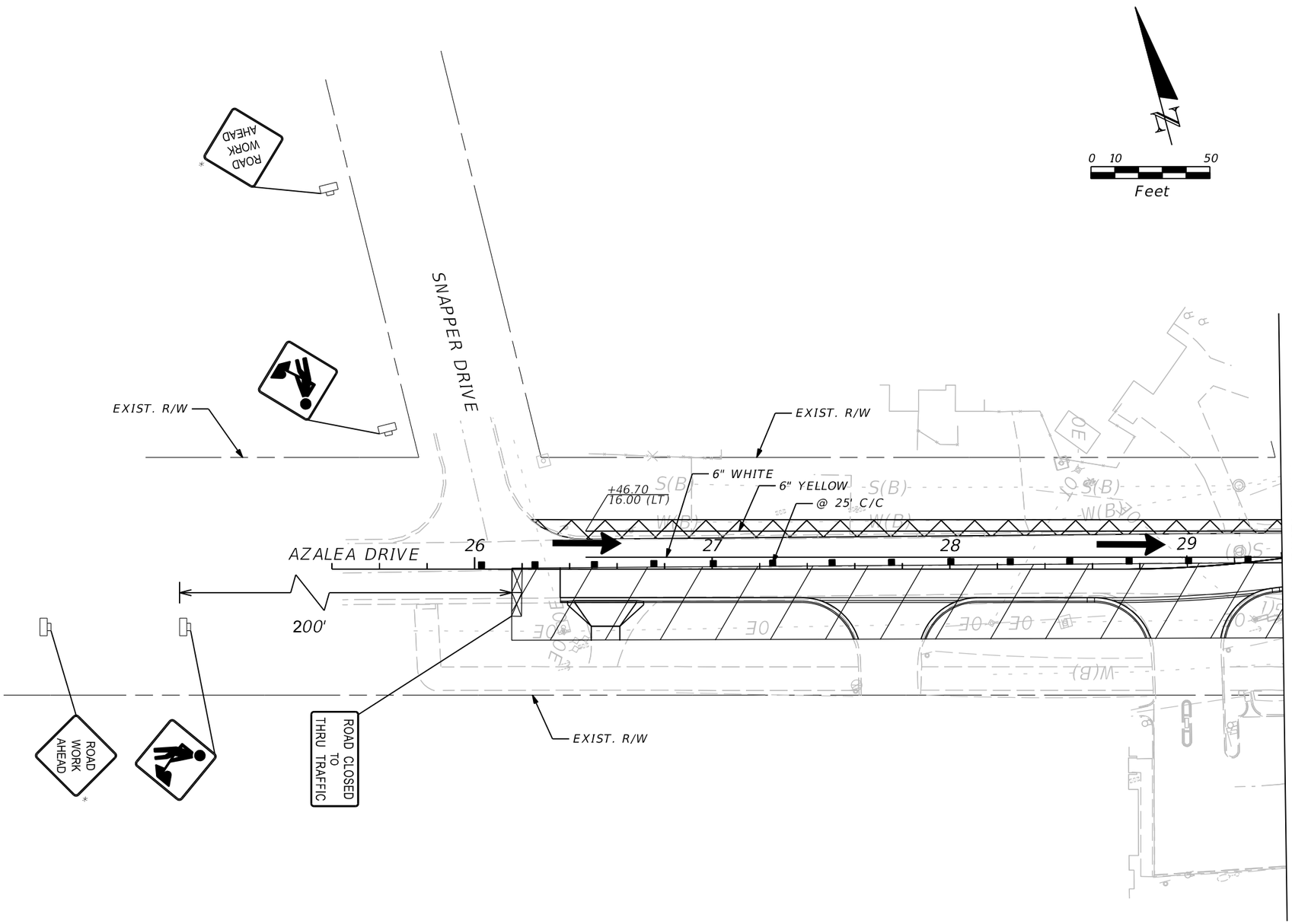
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 107

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LEGEND

- Temporary Pavement
- Work Zone
- Type III Barricade
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IB

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

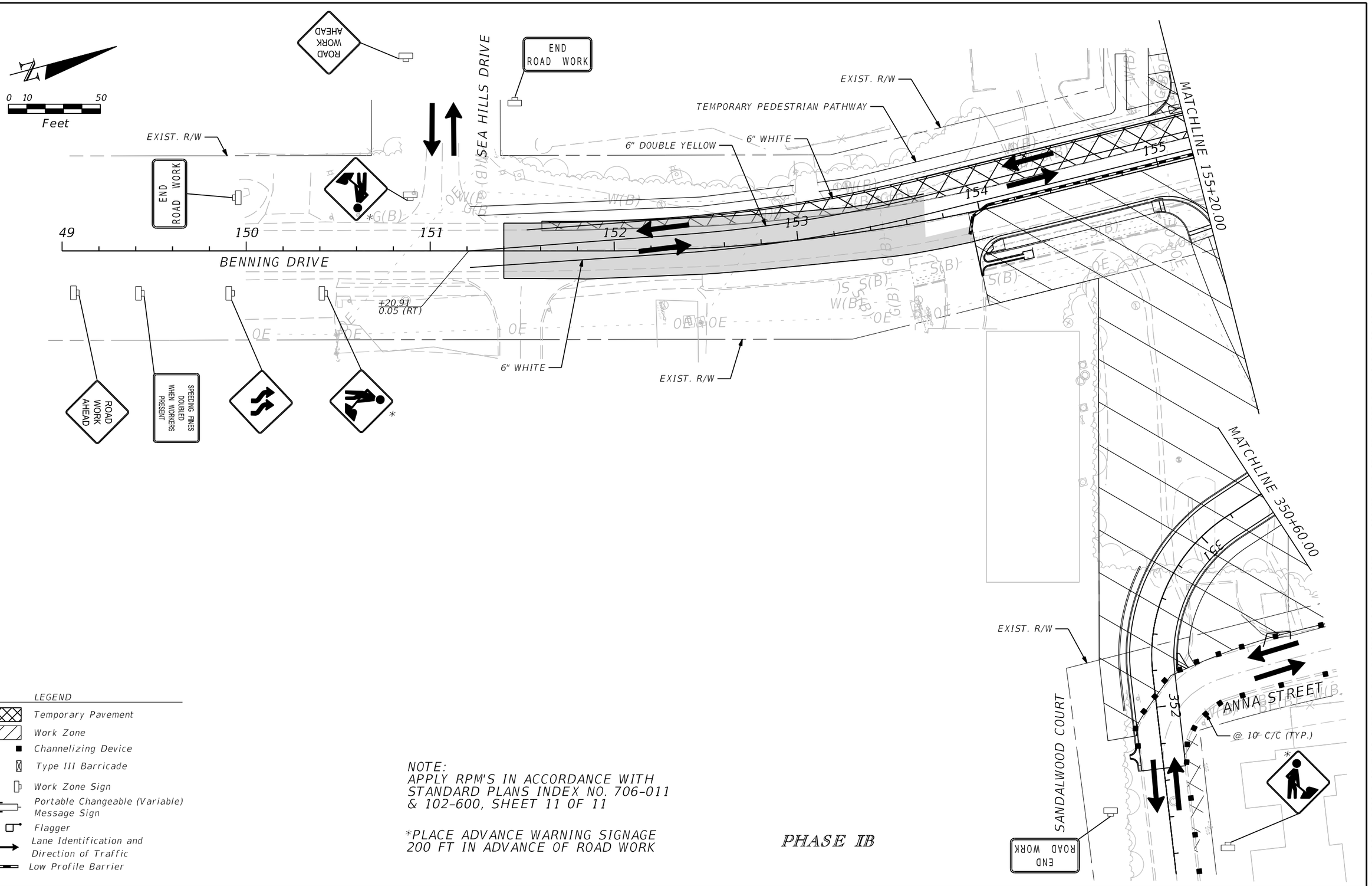
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 108

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LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IB

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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482 SOUTH KELLER ROAD
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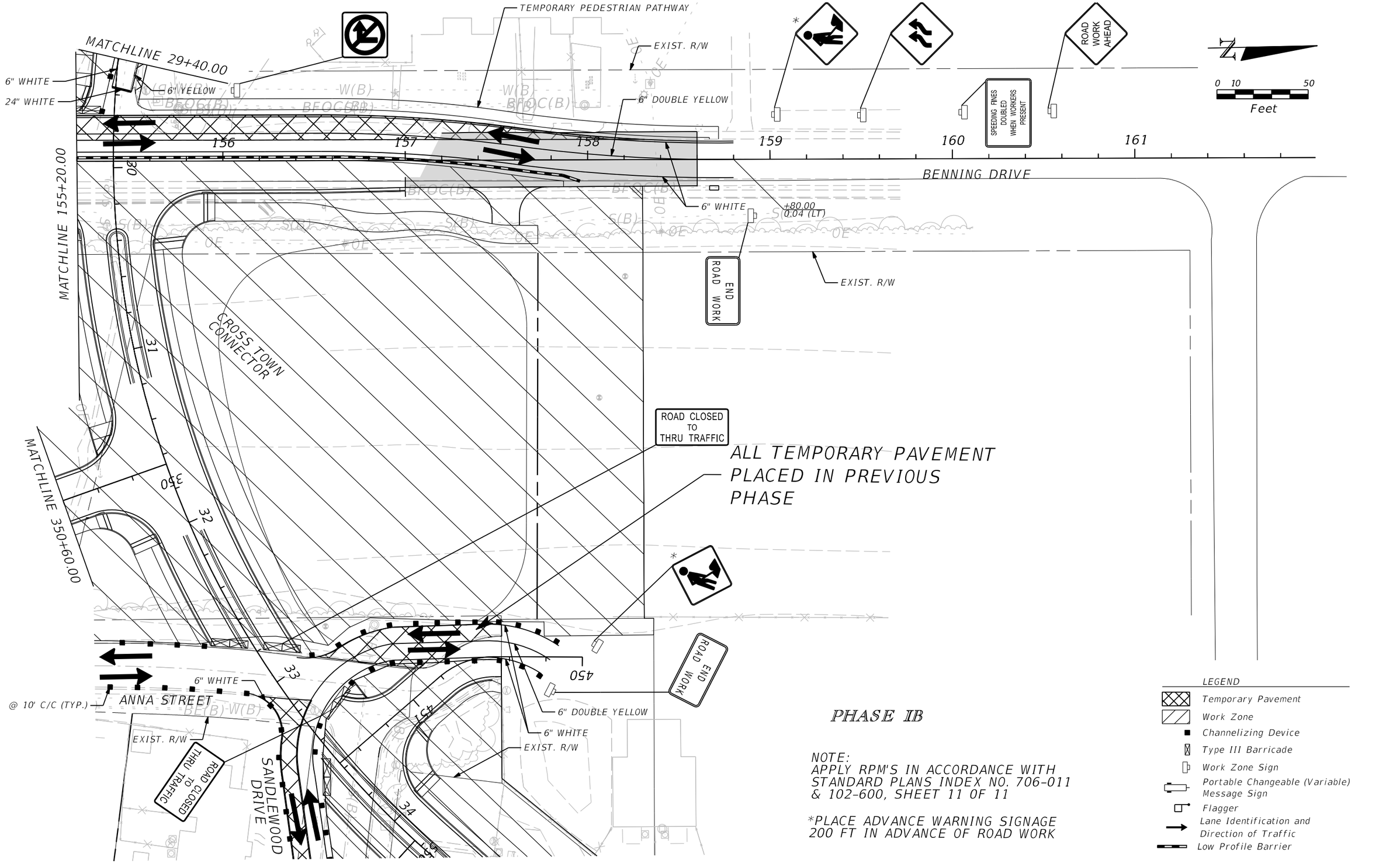
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 109

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PHASE IB

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

REVISIONS			
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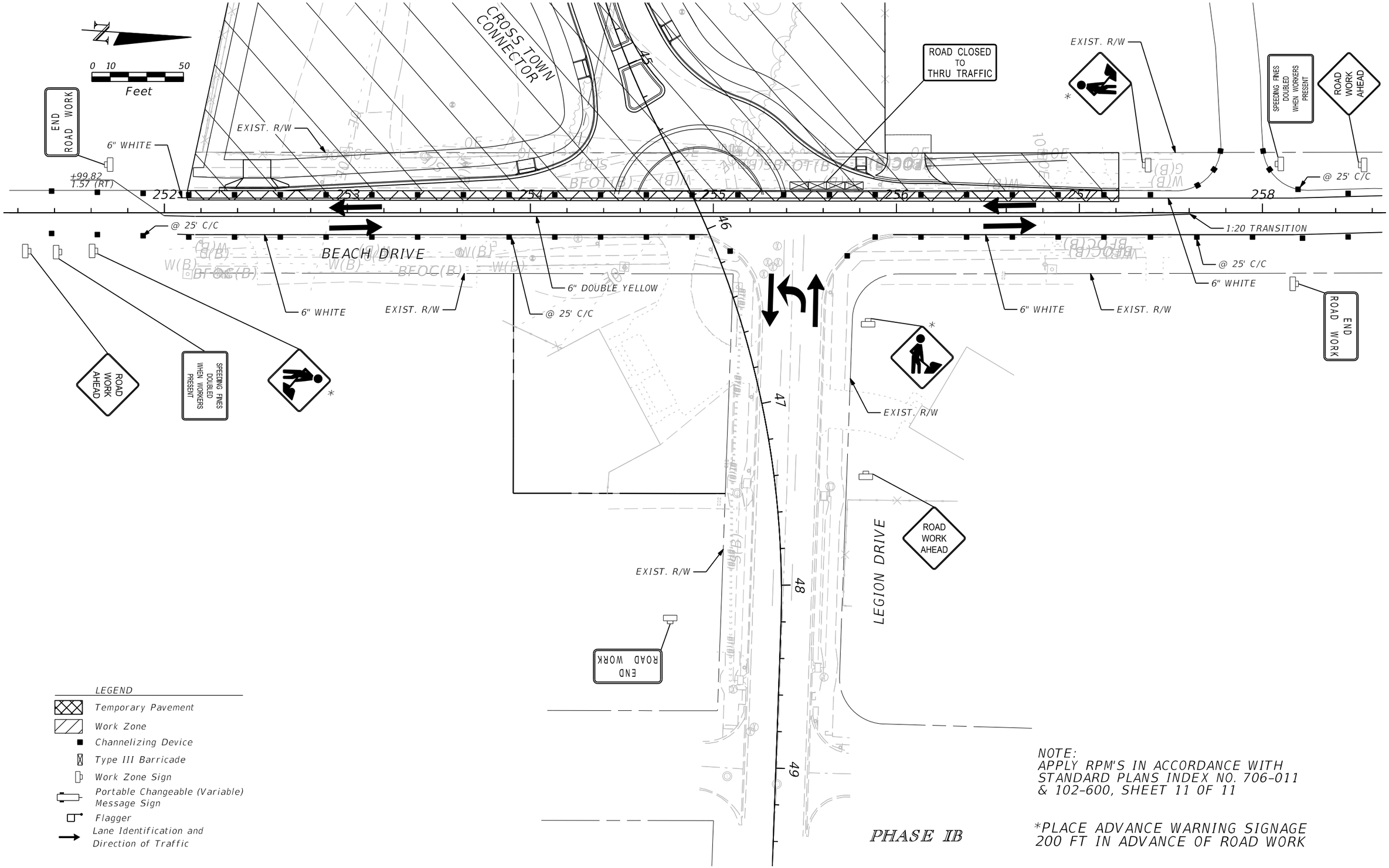
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 110

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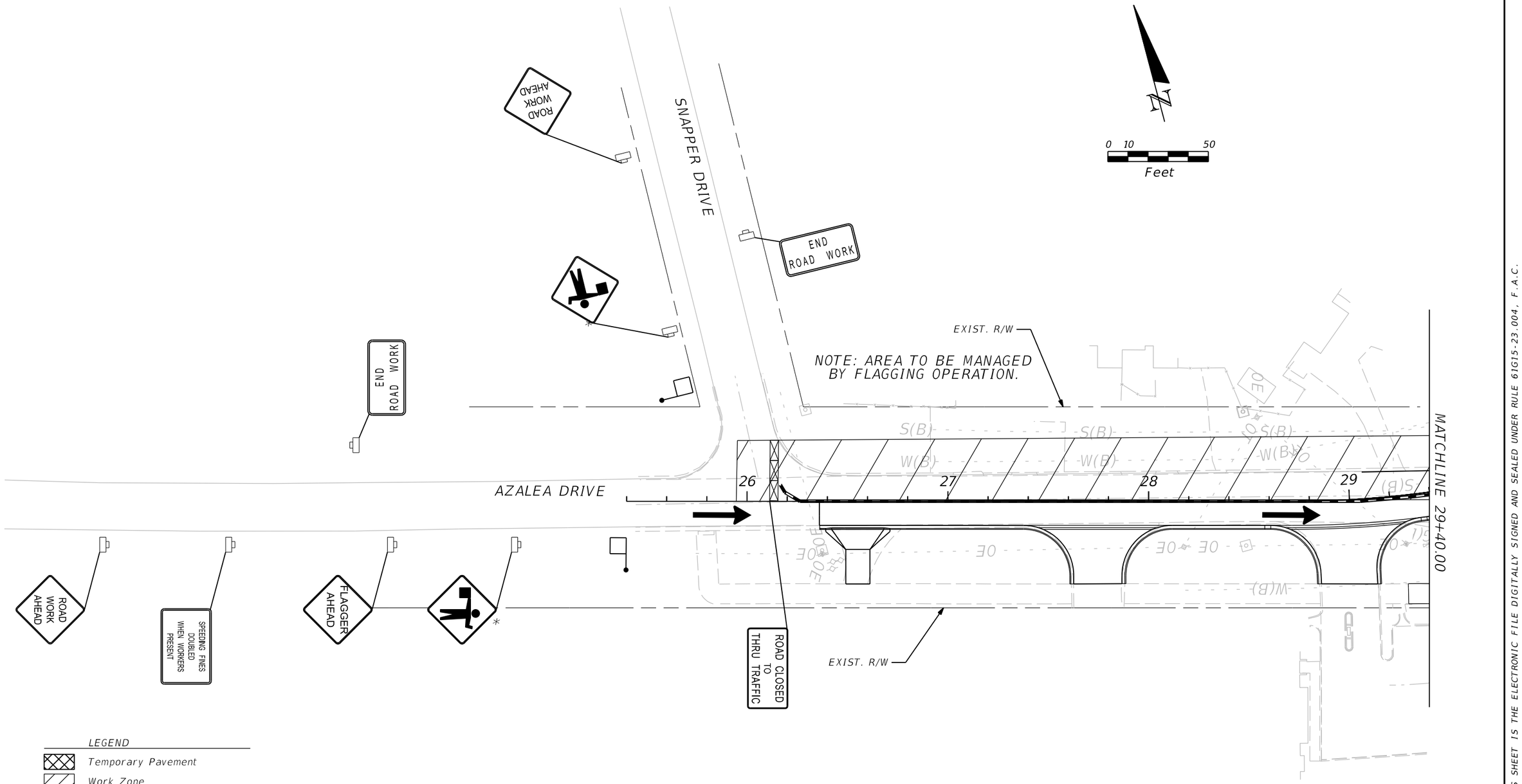
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 111

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LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IC

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

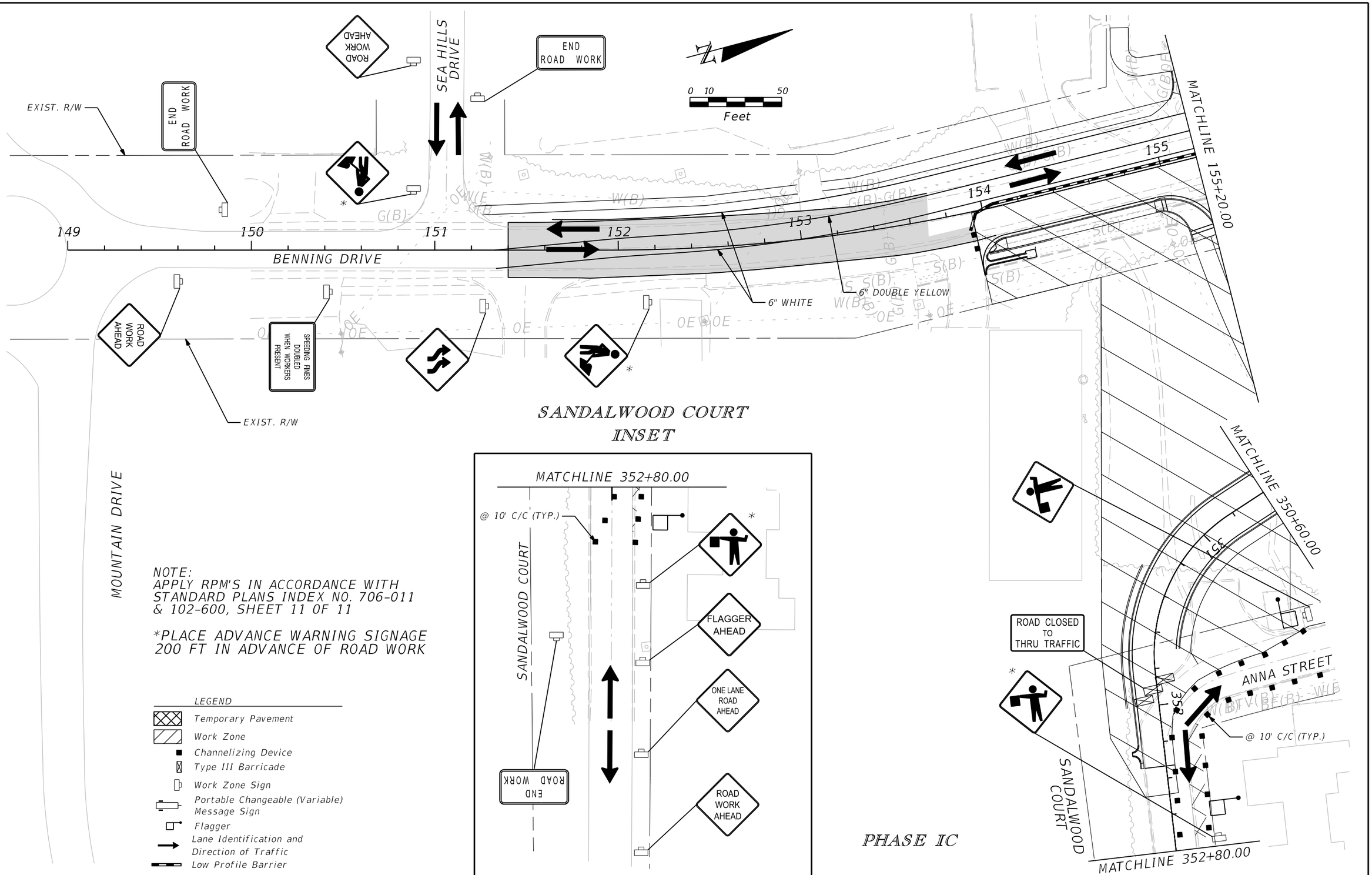
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 112

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NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

PHASE IC

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

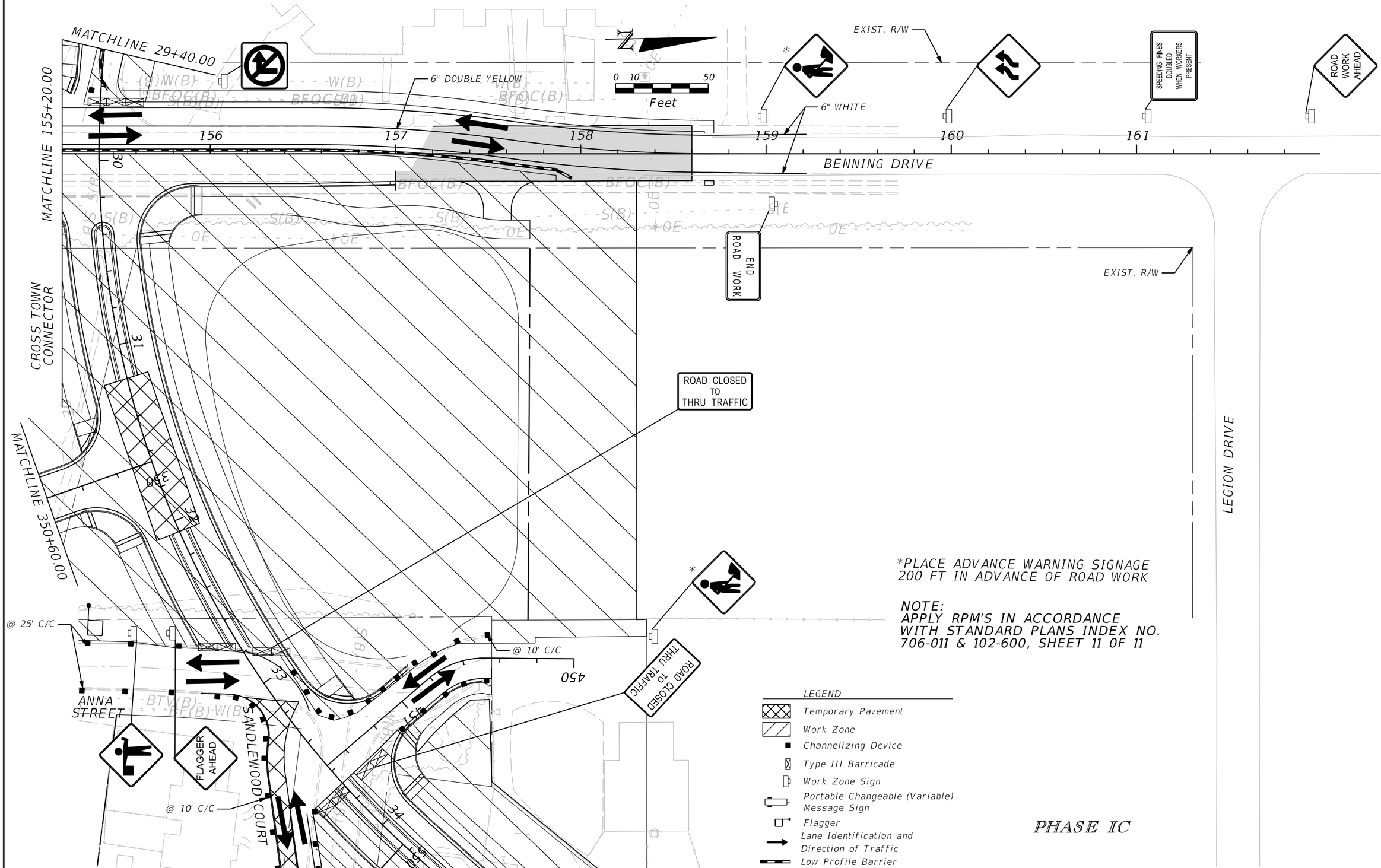
EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 113



*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 0F 11

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

PHASE IC

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

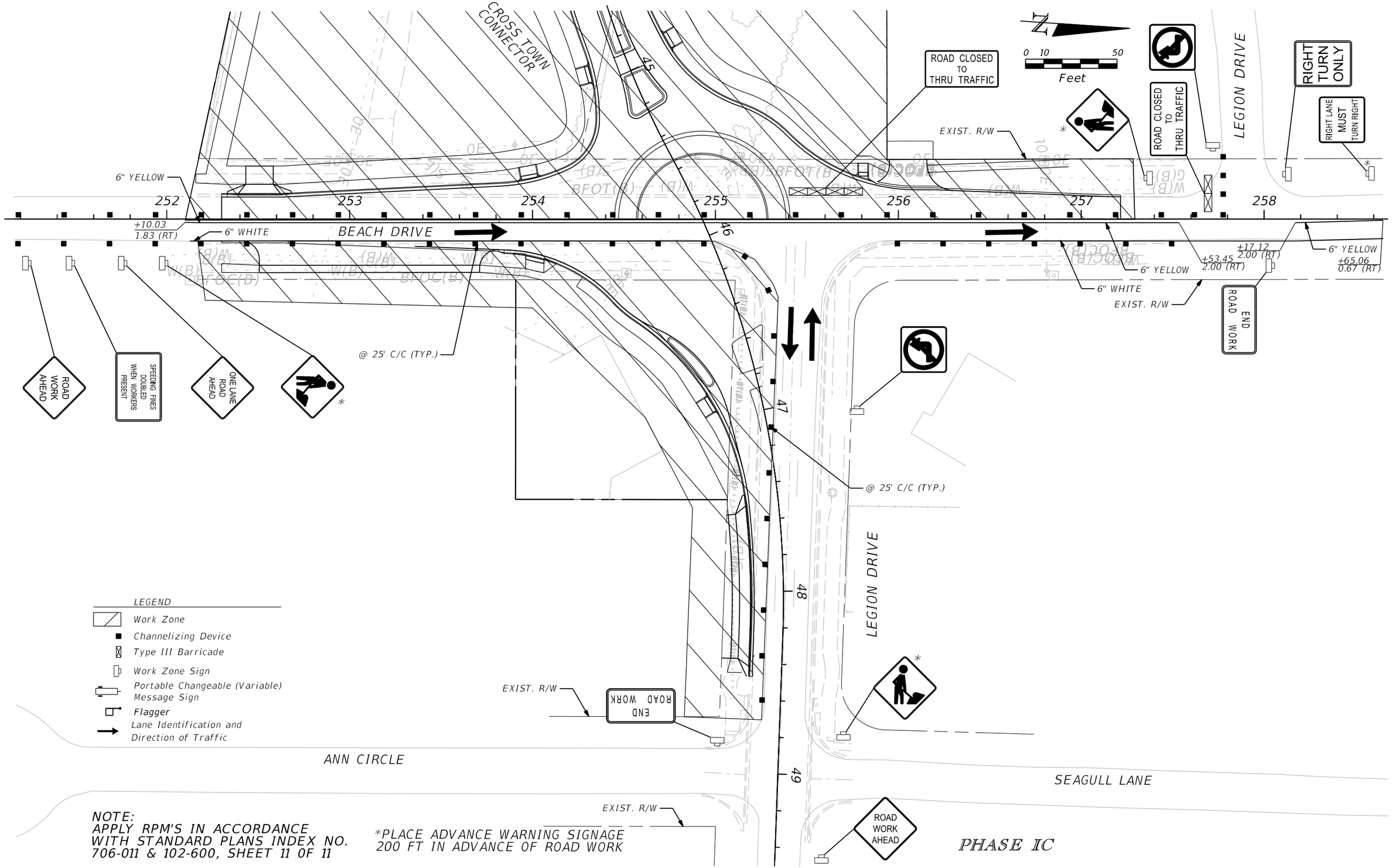
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 114

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NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 0F 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE IC

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

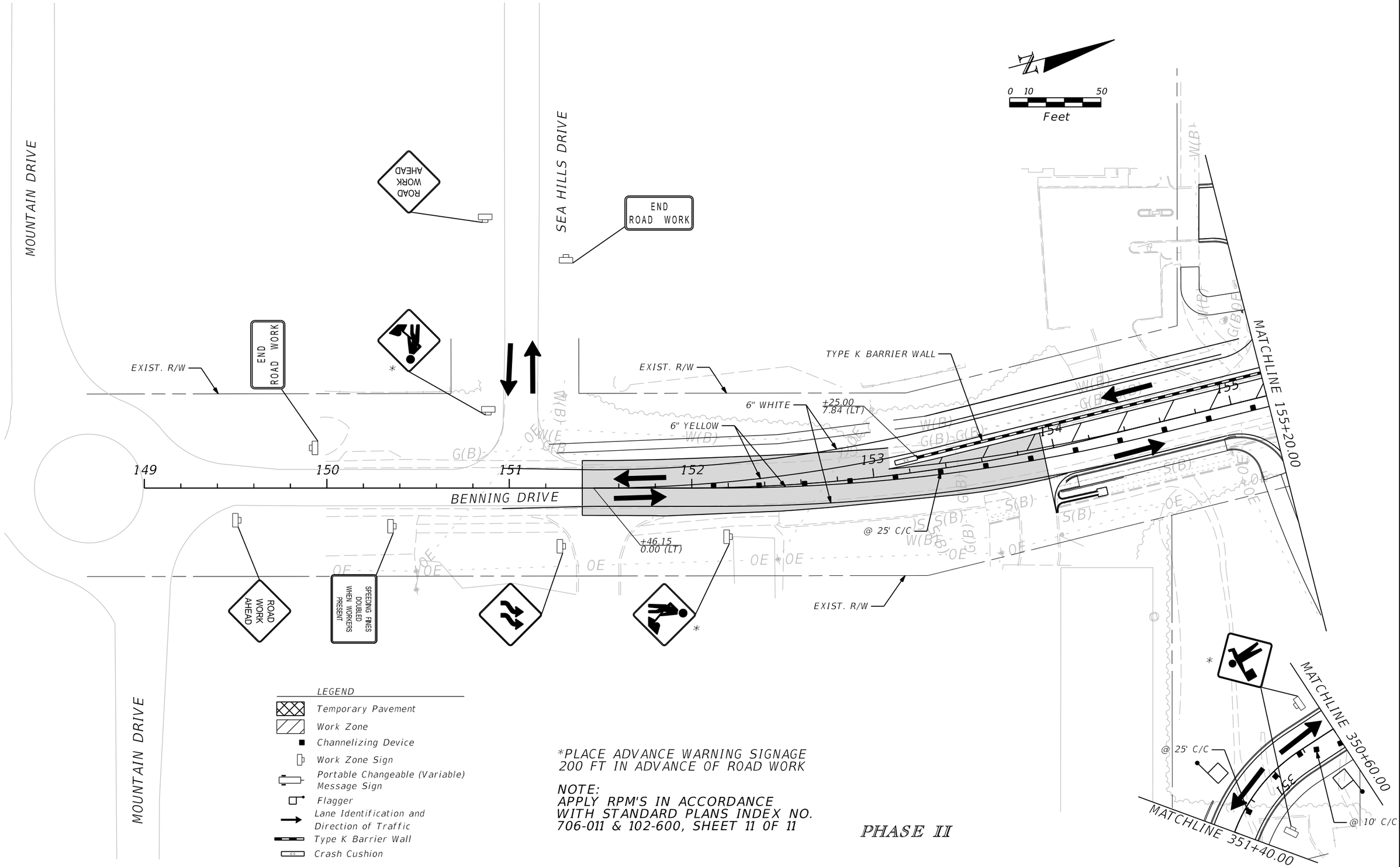
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 115

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

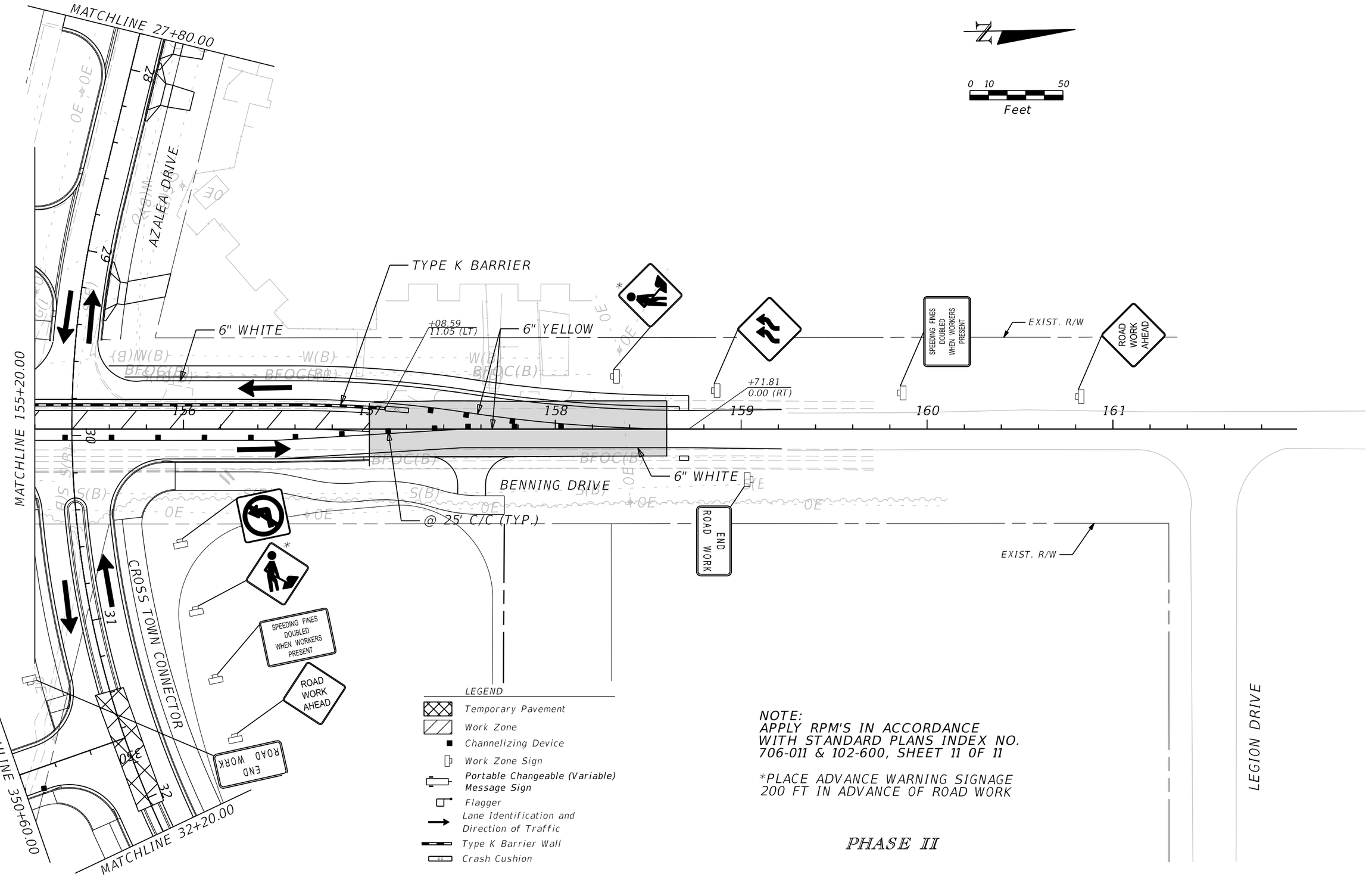
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 116

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOTE:
APPLY RPM'S IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 706-011 & 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE II

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

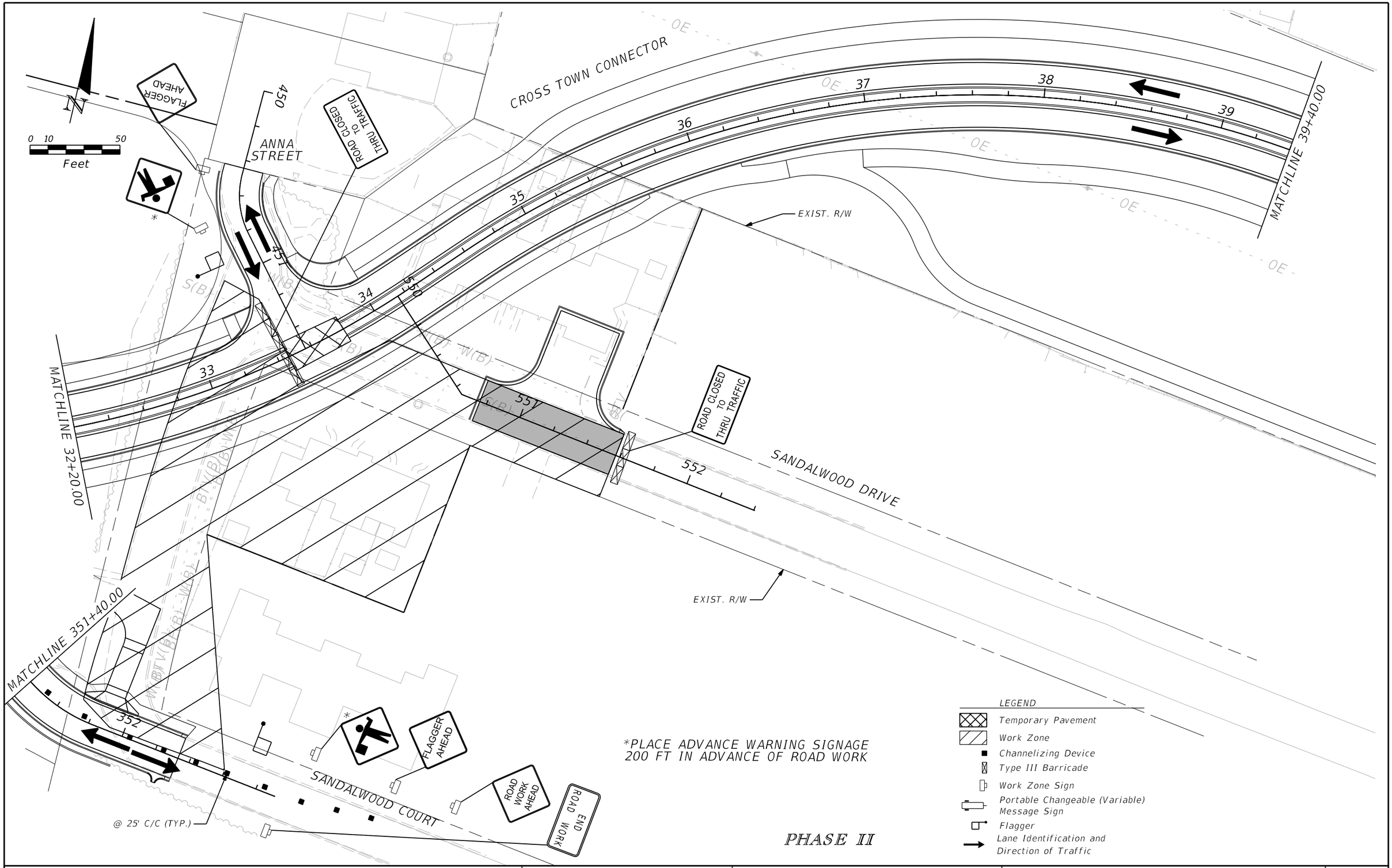
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 117

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

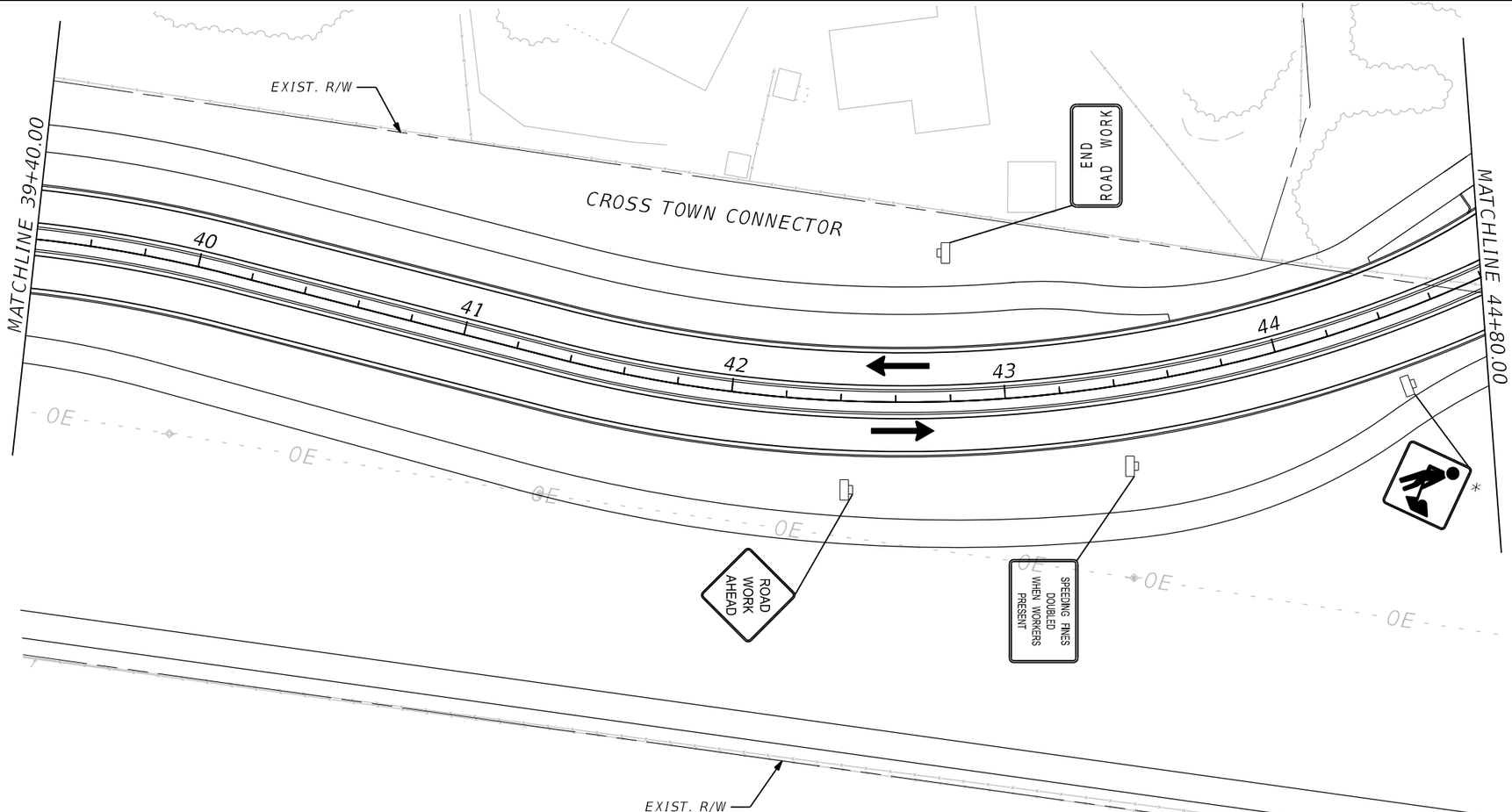
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 118

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



N

0 10 50

Feet

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

PHASE II

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 119

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MATCHLINE 44+80.00

N

0 10 50
Feet

CROSS TOWN CONNECTOR

END ROAD WORK

@ 25' C/C (TYP.)

252 253 254 255 256 257 258

45 46 47 48 49

LEGION DRIVE

SPEEDING FINES DOUBLED WHEN WORKERS PRESENT

ROAD WORK AHEAD

BEACH DRIVE

EXIST. R/W

END ROAD WORK

ROAD CLOSED AHEAD

LEGION DRIVE

ROAD CLOSED TO THRU TRAFFIC

ROAD CLOSED AHEAD

EXIST. R/W

ANN CIRCLE

SEAGULL LANE

*PLACE ADVANCE WARNING SIGNAGE 200 FT IN ADVANCE OF ROAD WORK

PHASE II

LEGEND

- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 120

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

CONST. ROAD CONNECTION
IN PHASES WITH FLAGGER
PER STANDARD PLANS INDEX
102-625 TO FACILITATE
INGRESS/EGRESS TO SIDE ROAD.

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

*MAINTAIN TRAFFIC WITH
FLAGGING OPERATION

N

0 10 50
Feet

AZALEA DRIVE

BENNING DRIVE

CROSS TOWN CONNECTOR

EXIST. R/W

@ 25' C/C (TYP.)

MATCHLINE 32+20.00

PHASE III

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

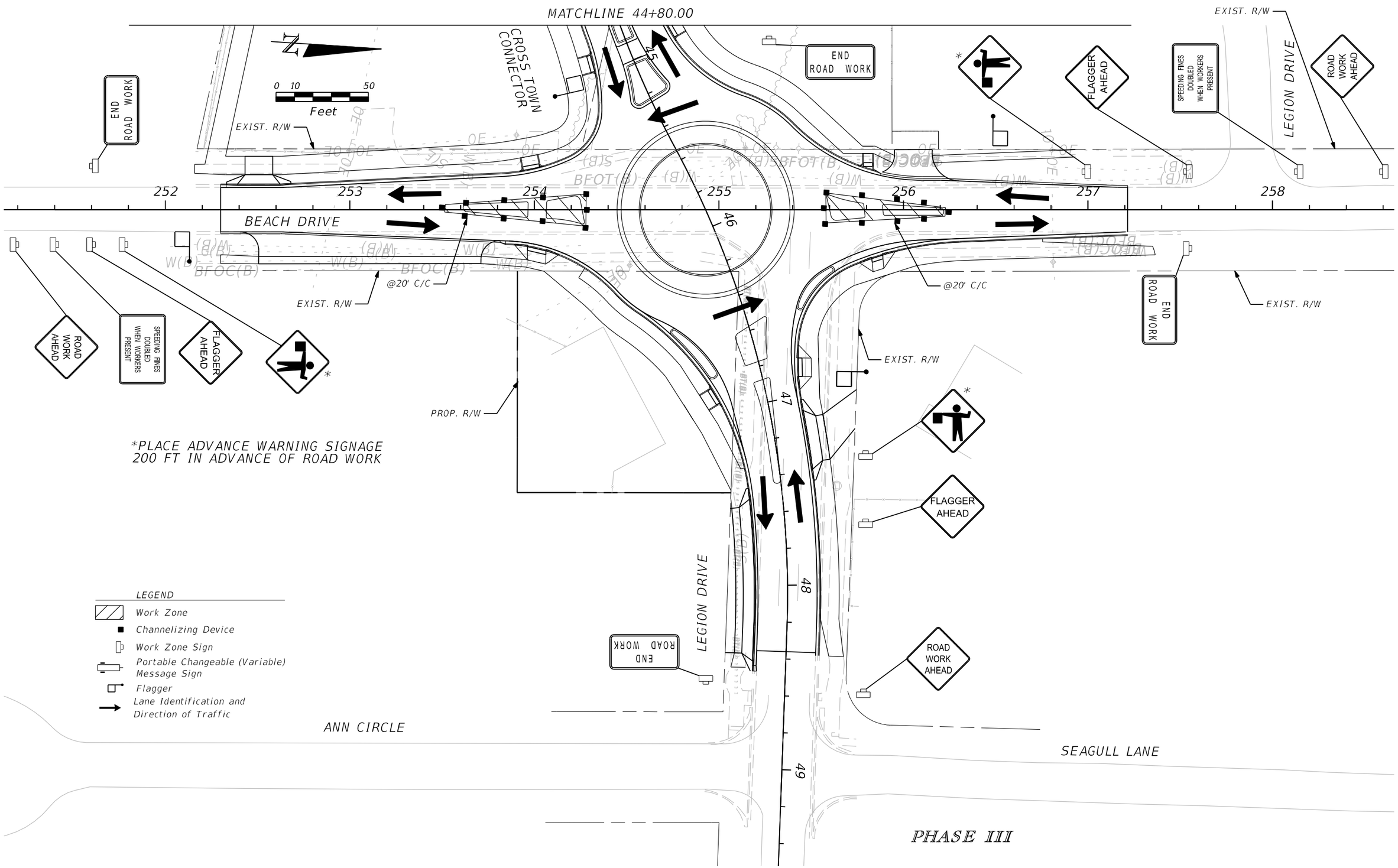
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 121

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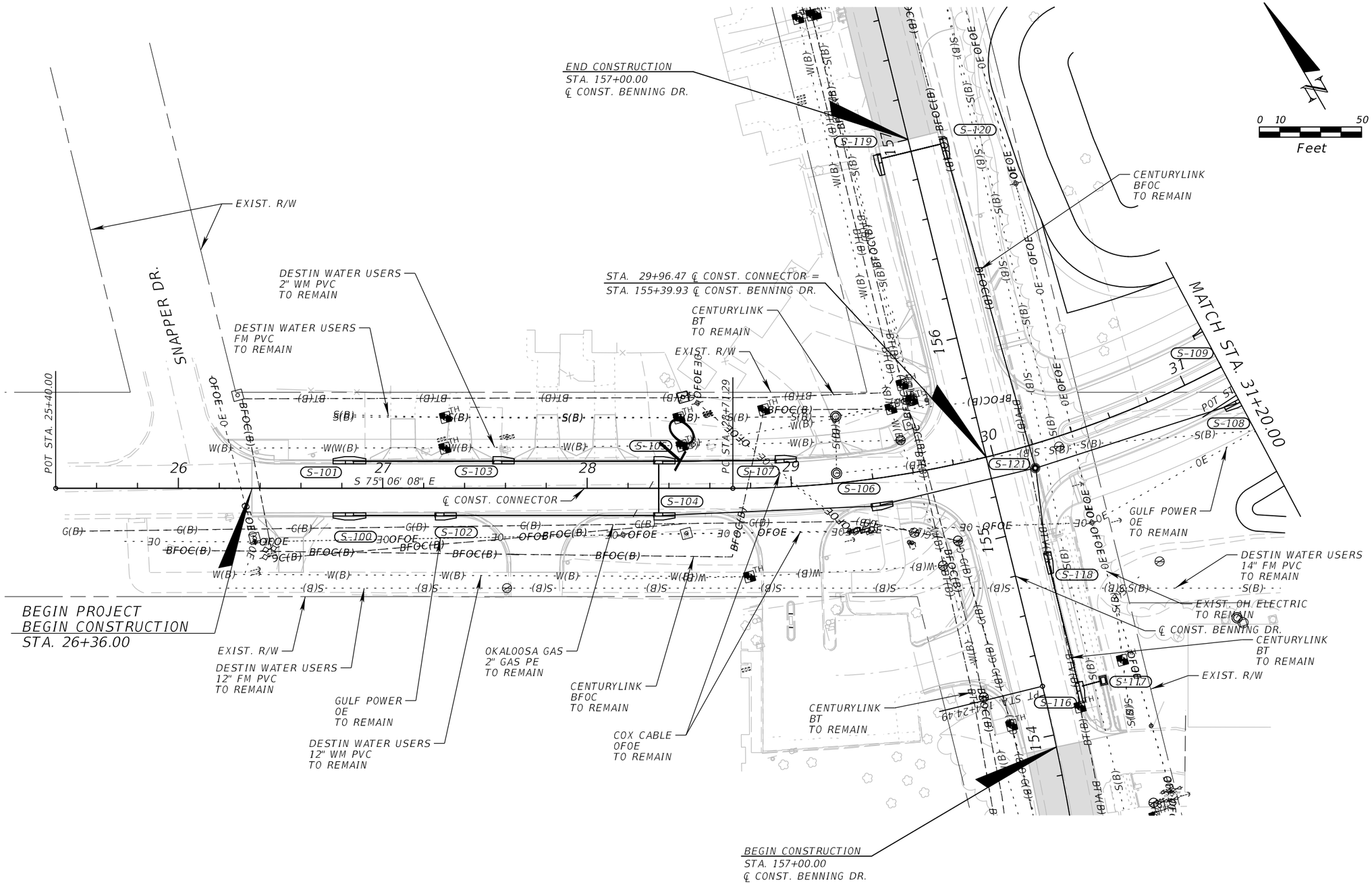
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 122

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (1)

SHEET NO. 123

BEGIN CONSTRUCTION
STA. 450+44.42
℄ CONST. ANNA ST.

STA. 33+56.30 ℄ CONST. CONNECTOR =
STA. 451+53.26 ℄ CONST. ANNA ST.

STA. 31+65.69 ℄ CONST. CONNECTOR =
STA. 350+00.00 ℄ CONST. SANDALWOOD CT.

MATCH STA. 31+20.00

0 10 50
Feet

DESTIN WATER USERS
6" WM PVC
TO REMAIN

GULF POWER
7.2KV OE
TO REMAIN

GULF POWER
7.2KV BE
TO REMAIN

DESTIN WATER USERS
4" FM PVC
TO REMAIN

DESTIN WATER USERS
6" WM PVC
TO REMAIN

DESTIN WATER USERS
2" WM PVC
TO REMAIN

COX CABLE
BTV
TO REMAIN

END CONSTRUCTION
STA. 352+38.00
℄ CONST. SANDALWOOD CT

BEGIN MILLING & RESURFACING
STA. 550+76.06
℄ CONST. SANDALWOOD DR

END MILLING & RESURFACING
END CONSTRUCTION
STA. 551+70.51
℄ CONST. SANDALWOOD DR

℄ CONST. CONNECTOR

MATCH STA. 38+00.00

℄ CONST. SANDALWOOD CT

℄ CONST. SANDALWOOD DR

SANDALWOOD CT.

SANDALWOOD DR.

EXIST. R/W

PT STA. 351+82.21

POT STA. 352+91.37

POT STA. 451+53.26

PT STA. 450+81.15

PC STA. 450+18.15

BEGIN STA. 450+00.00

POT STA. 550+00.00

PI STA. 550+65.24

PC STA. 34+61.94

POT STA. 552+40.63

S 1° 30' 22" W

S 18° 12' 43" E

S 81° 46' 43" E

S 42° 58' 43" E

S 46° 28' 15" E

S 81° 39' 13" E

S 81° 39' 26" E

S 81° 39' 38" E

S-109 S-110 S-111 S-112 S-113 S-114 S-115 S-200 S-201 S-202 S-203 S-204 S-300 S-301 S-302 S-303 O-100 O-200 CF-1 CF-2

350 351 352 31 32 33 34 35 36 37 550 551 552

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

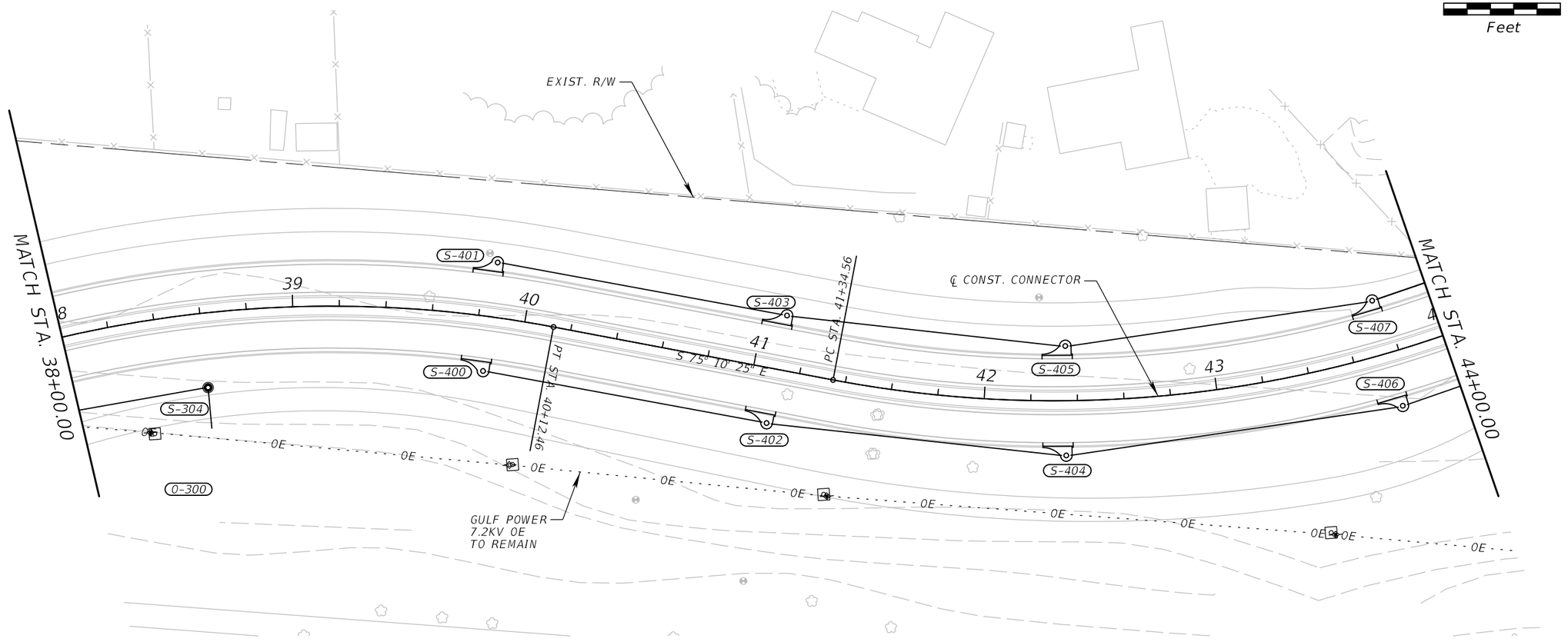
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (2)

SHEET NO. 124



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DATE	DESCRIPTION	DATE	DESCRIPTION

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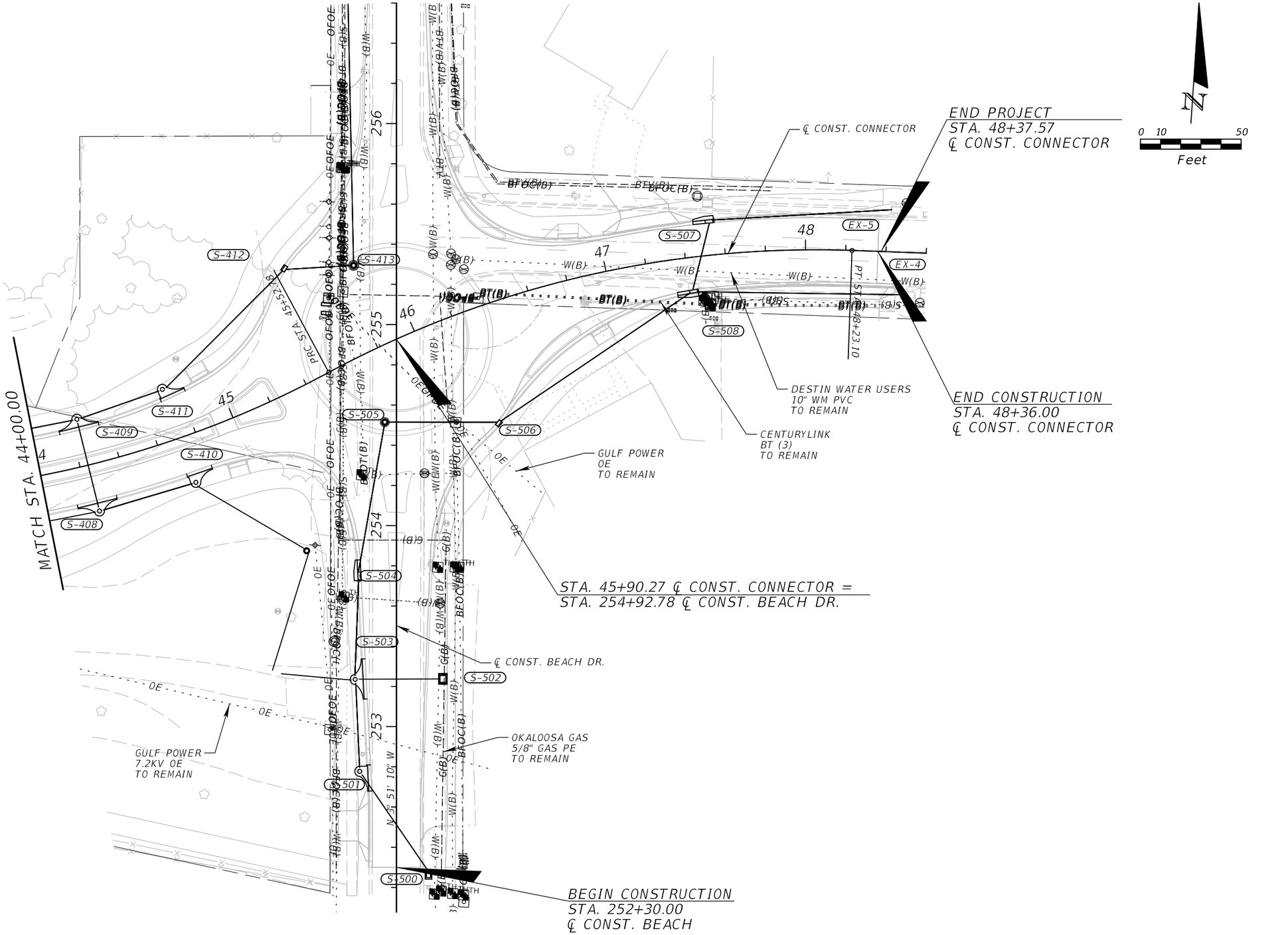
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COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (3)

SHEET NO. 125

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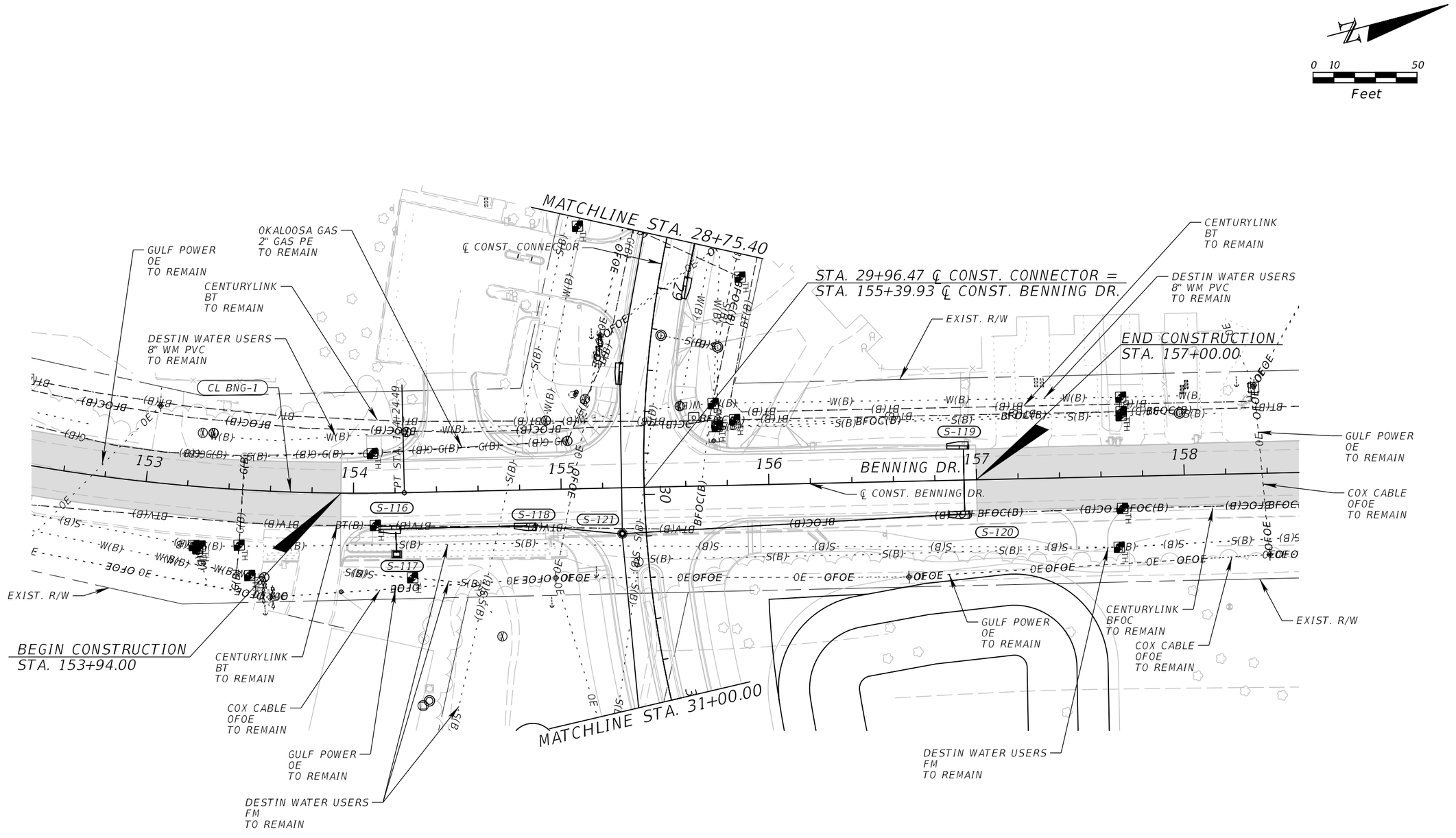
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (4)

SHEET NO. 126



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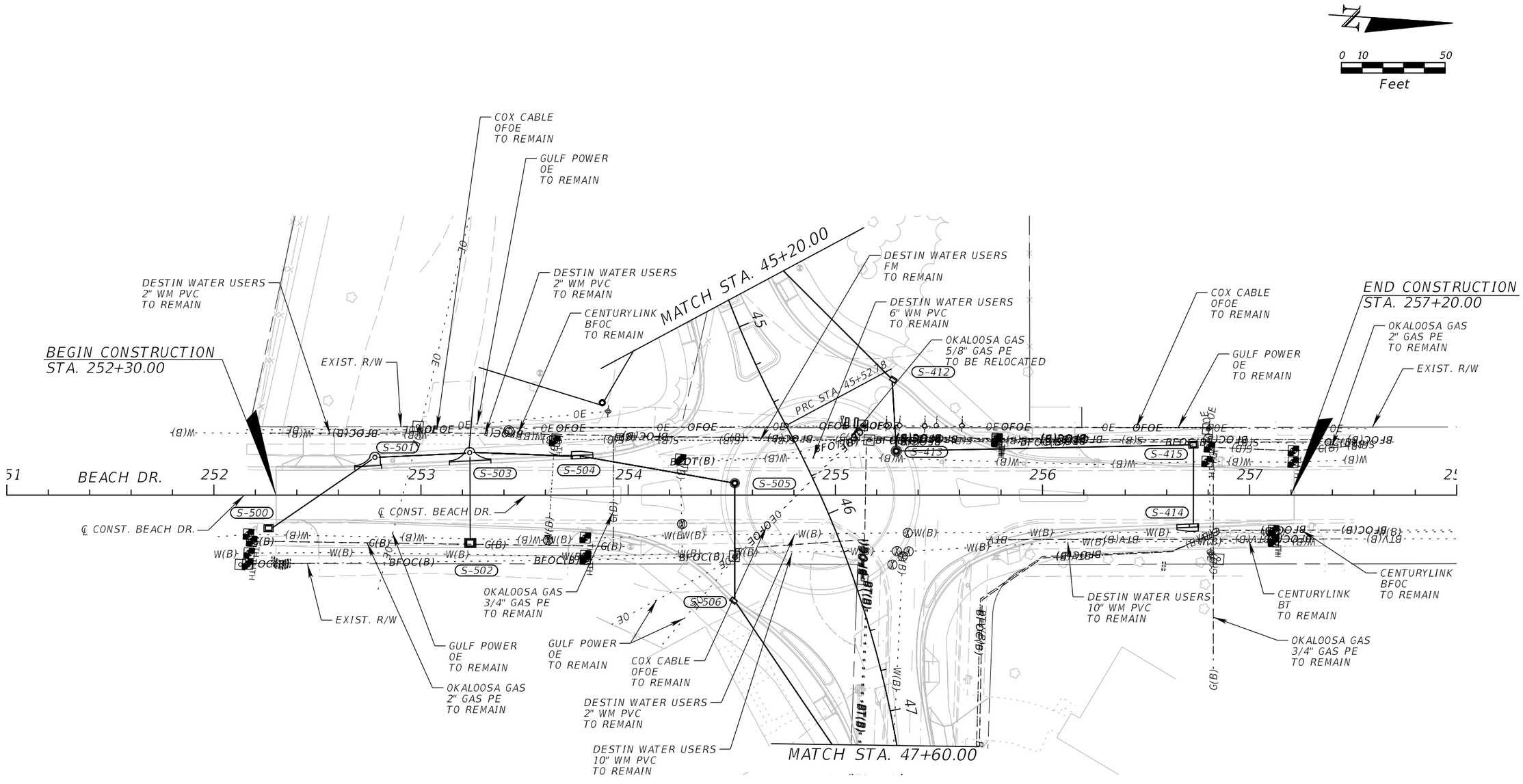
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COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (5)

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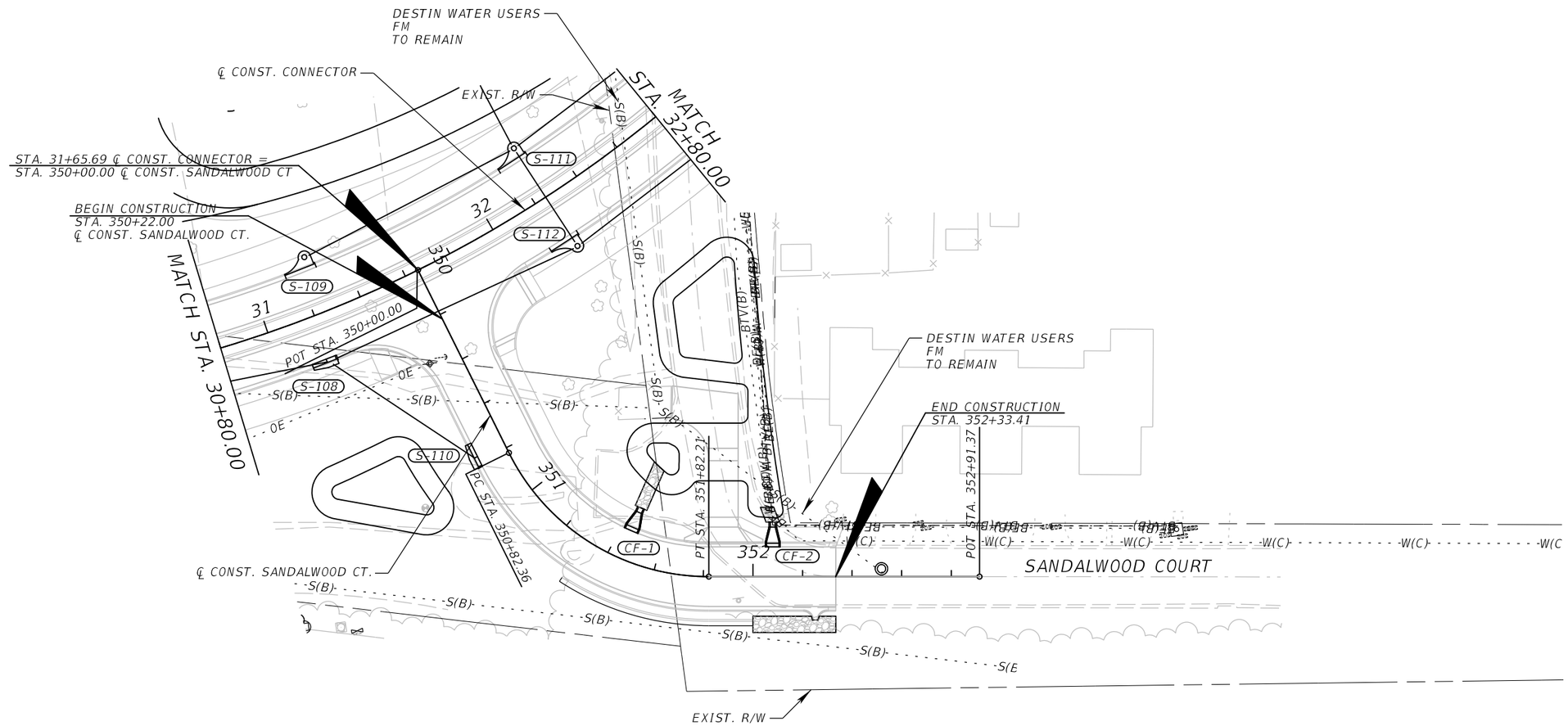
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (6)

SHEET NO. 128

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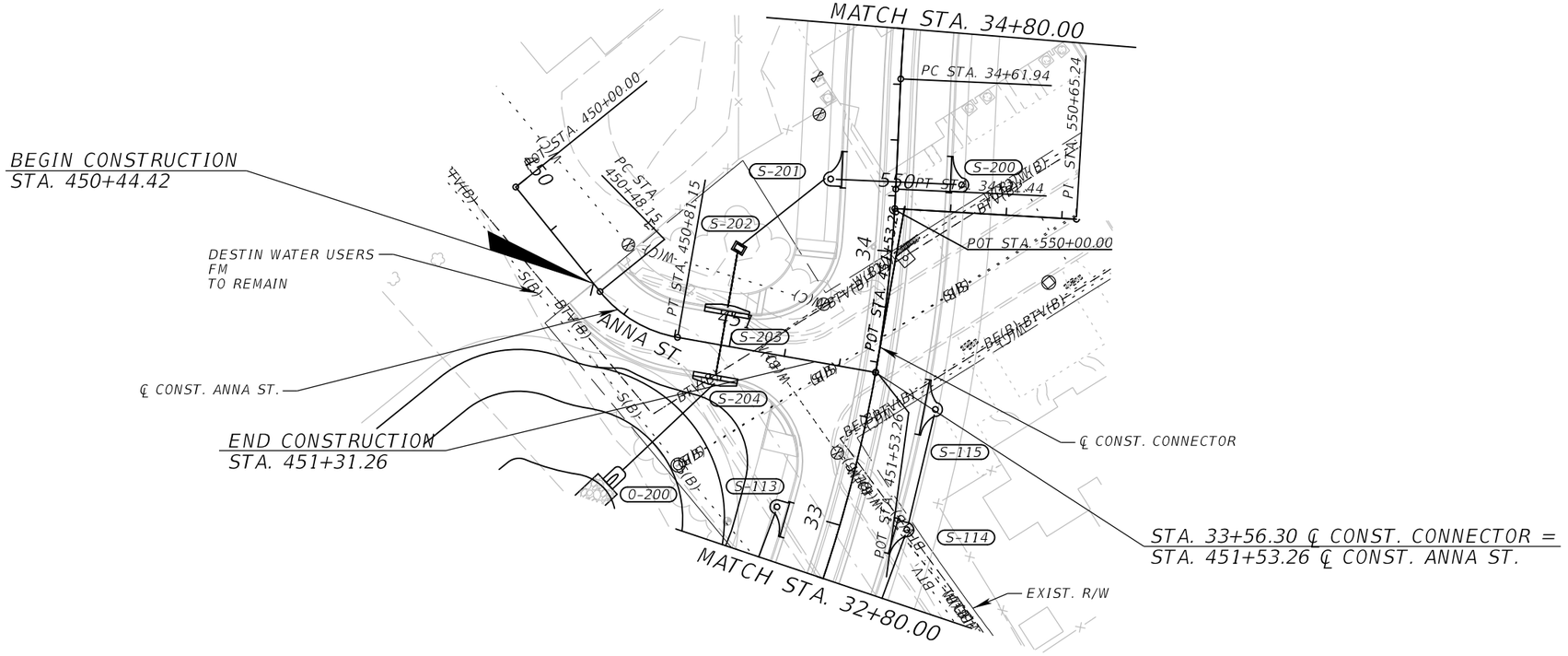
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (7)

SHEET NO. 129



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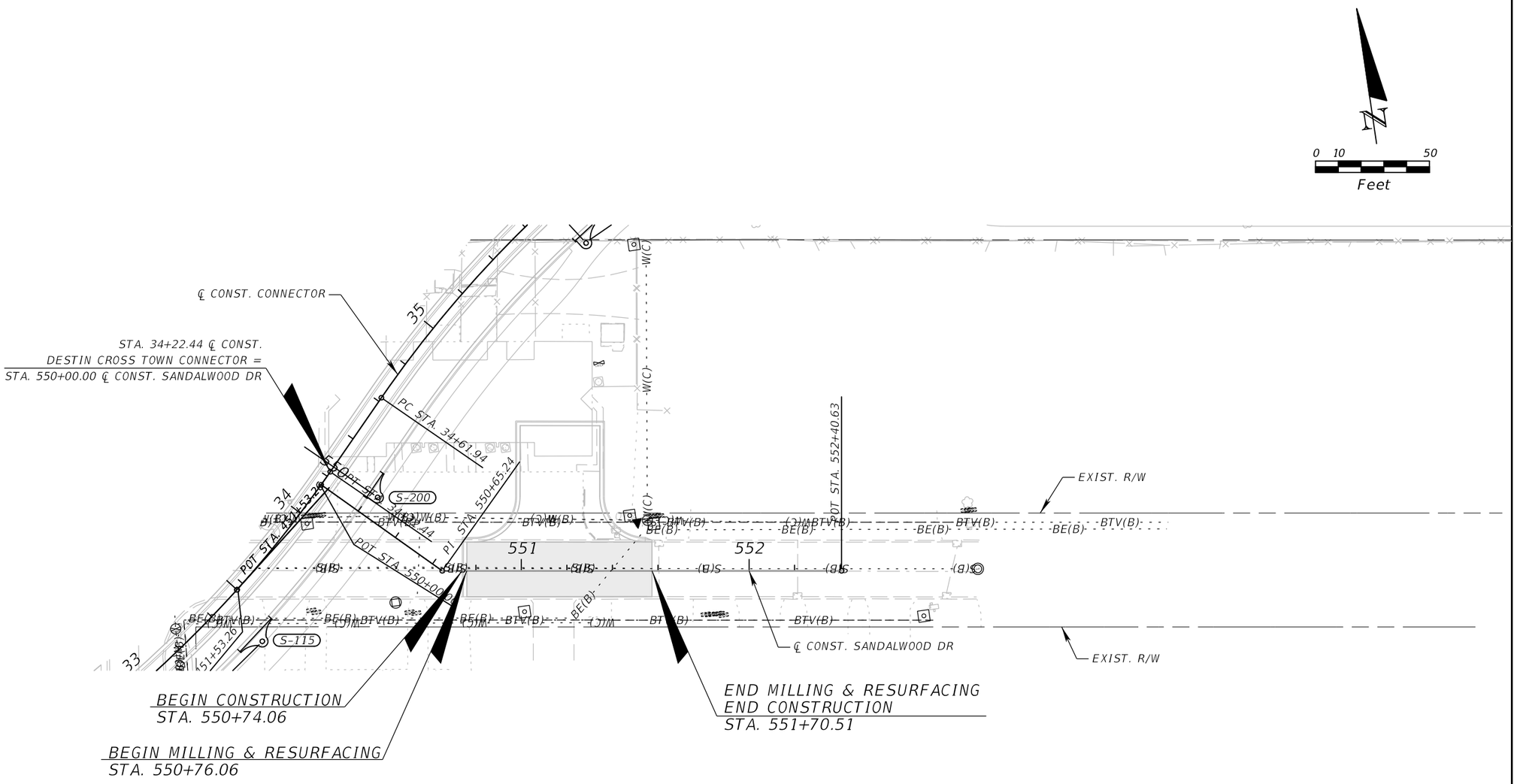
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (8)

SHEET NO. 130



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (9)

SHEET NO. 131

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PAY ITEM NOTES:

0400-0-11 PAY ITEM FOR CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011 TO INCLUDE COST OF FOR CONSTRUCTING GRAVITY WALL CONCRETE GUTTER PER INDEX 430-001.

INDEX OF SUMMARY OF QUANTITIES

SHEET NO.	SHEET DESCRIPTION
SQ-1	PAY ITEM NOTES
	SUMMARY OF LUMP SUM ITEMS
	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS
SQ-2	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS
SQ-3	SUMMARY OF SPECIAL DETOURS
	SUMMARY OF TEMPORARY CRASH CUSHIONS
SQ-4	SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES
SQ-5	SUMMARY OF SIDE DRAIN & MITERED END SECTIONS
	SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS
SQ-6 - SQ-7	SUMMARY OF LITTER REMOVAL AND MOWING
SQ-8 - SQ-9	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
SQ-10	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
	SUMMARY OF MAILBOXES
	SUMMARY OF EARTHWORK
SQ-11	SUMMARY OF PAVEMENT
SQ-12	SUMMARY OF PAVEMENT
	SUMMARY OF WALLS
	SUMMARY OF RAILING
SQ-13 - SQ-15	SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS
SQ-16 - SQ-17	SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

SUMMARY OF LUMP SUM ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY P	QUANTITY F	DESIGN NOTES	CONSTRUCTION REMARKS
101-1	MOBILIZATION	1			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE IA			PHASE IB			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL				
			DAYS	P	P	DAYS	P	P	P	F		
102-1	MAINTENANCE OF TRAFFIC	LS	60	1	60	95	1	95	155		435 TOTAL DA, INCLUDES 14 DA	
102-60	WORK ZONE SIGN	ED	60	20	1200	95	33	3135	4335			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED				95	29	2755	2755			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF					412	412	412			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF										
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP ,DRUM, OR LCD	ED	60	113	6780	95	155	14725	21505			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	14	4	56				56		14 DAYS ADVANCE OF PROJ.	
102-99	PCMS DETOUR FOR PHASE	ED				95	3	285	285			
102-115	TYPE III BARRICADE	ED					16	16	16			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.415	0.415		0.622	0.622	1.037			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF					18	18	18			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.552	0.552		0.682	0.682	1.234			

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EDWIN J. RAMOS, P.E.
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ATKINS NORTH AMERICA, INC.
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ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 132

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SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE IC			PHASE II			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL				
			DAYS	P	P	DAYS	P	P	P	F		
102-1	MAINTENANCE OF TRAFFIC	LS	100	1	100	90	1	90	190		435 TOTAL DAYS	
102-60	WORK ZONE SIGN	ED	100	44	4400	90	36	3240	7640			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED	100	36	3600	90	37	3330	6930			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF		776	776				776			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF					368	368	368			
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP ,DRUM, OR LCD	ED	100	135	13500	90	50	4500	18000			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED										
102-99	PCMS DETOUR FOR PHASE	ED	100	4	400	90	5	450	850			
102-115	TYPE III BARRICADE	ED	100	23	2300	90	12	1080	3380			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.432	0.432		0.371	0	0.803			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF		10	10		28	28	38			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.407	0.407		0.376	0	0.783			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE III			TOTAL		GRAND TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL						
			DAYS	P	P	P	F	P	F		
102-1	MAINTENANCE OF TRAFFIC	LS	90	1	90	90		435		435 TOTAL DAYS	
102-60	WORK ZONE SIGN	ED	90	27	2430	2430		14405			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED	90	30	2700	2700		12385			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF						1188			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF						368			
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP ,DRUM, OR LCD	ED	90	44	3960	3960		43465			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED						56			
102-99	PCMS DETOUR FOR PHASE	ED	90	5	450	450		1585			
102-115	TYPE III BARRICADE	ED	90	2	180	180		3576			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.429	0.429	0.429		2.269			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF						56			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.412	0.412	0.412		2.429			

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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 133

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SUMMARY OF SPECIAL DETOURS

TTC PHASE	LOCATION	SIDE	AREA ID	LENGTH	WIDTH	UNITS	SPECIAL DETOUR TEMPORARY PAVEMENT 0102 2200			SPECIAL DETOUR TEMPORARY EARTHWORK/BASE 0102 2300			PEDESTRIAN SPECIAL DETOUR 0102 4			DESIGN NOTES	CONSTRUCTION REMARKS
	STA. TO STA.						P	SY	F	P	CY	F	P	SY	F		
IA	151+60.00 TO 155+20.00	LT	14391			SY	366	2914		10	44						
	155+50.00 TO 158+30.00	LT	14394			SY	305			8							
IA	153+25.00 TO 155+18.00	LT	15547			SY							137	350			
	155+50.00 TO 158+85.00	LT	15549			SY							213				
IB	26+40.00 TO 29+60.00	LT	16947			SY	664			7							
	450+40.00 TO 451+40.00	RT	16948			SY	157			2							
	33+00.00 TO 34+50.00	LT/RT	16954			SY	143			2							
	252+10.00 TO 257+16.00	LT	17046			SY	311			3							
IC	31+20.00 TO 31+10.00	LT/RT	18985			SY	240			3							
	352+00.00 TO 353+00.00	RT	19319			SY	61			1							
II	33+50.00 TO 33+80.00	LT/RT	20799			SY	63			1							
	253+20.00 TO 254+30.00	LT/RT	21979			SY	336			4							
	255+50.00 TO 257+25.00	LT/RT	21980			SY	268			3							

SUMMARY OF TEMPORARY CRASH CUSHIONS

TTC PHASE	STATION	OFFSET (FT)	SIDE	WORK ZONE SPEED (MPH)	TEST LEVEL (TL-2 OR TL-3)	WIDTH OF HAZARD (IN)	LENGTH RESTRICTION (FT)	TEMPORARY CRASH CUSHION 0102 89 1		DESIGN NOTES	CONSTRUCTION REMARKS
								P	F		
II	153+25	11.00	LT	30	TL-2	WORK ZONE	368.00	1			
II	157+09	11.00	LT	30	TL-2	WORK ZONE	368.00	1			
							SUB-TOTAL:	2			
							TOTAL:	2			

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 134

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SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION	SIDE	SEDIMENT BARRIER		INLET PROTECTION SYSTEM		DESIGN NOTES	CONSTRUCTION REMARKS
		0104 10 3		0104 18			
STA. TO STA.		LF		EA			
		P	F	P	F		
26+12.39 to 26+91.26	LT	78.9					
26+17.15 to 26+49.16	RT	56.7					
26+61.15 to 27+60.69	RT	99.5					
27+16.73 to 27+32.60	LT	15.9					
27+42.49 to 27+75.37	LT	32.9					
27+85.50 to 28+03.62	LT	18.1					
27+88.70 to 28+83.17	RT	95.4					
28+29.65 to 29+05.27	LT	72.7					
29+19.19 to 29+45.53	LT	49.7					
29+28.20 to 29+55.58	RT	51.2					
29+28.59 to 29+75.71	LT	115.7					
29+55.99 to 29+78.22	RT	62.7					
32+28.85 to 32+41.32	RT	32.7					
30+21.82 to 32+60.70	LT	247.1					
32+33.37 to 34+21.99	RT	371.2					
33+26.01 to 33+45.27	RT	40.6					
33+90.80 to 45+97.50	LT	1434.6					
34+32.04 to 34+41.42	RT	16.5					
34+61.76 to 34+79.66	RT	20.3					
34+87.84 to 44+73.32	RT	1091.4					
44+98.39 to 45+05.01	RT	10.7					
45+62.11 to 47+44.50	RT	255.4					
46+06.68 to 46+27.67	LT	77.3					
46+38.11 to 46+48.12	LT	15.2					
46+54.57 to 46+55.13	LT	5.7					
46+54.57 to 47+02.42	LT	212.4					
47+21.42 to 48+39.31	LT	125.7					
48+37.76 to 48+84.78	RT	47.0					
48+64.86 to 49+05.50	RT	40.6					
29+20.28	RT			1		EX-1	
47+42.00	RT			1		EX-2	
47+53.53	LT			1		EX-3	
48+44.24	LT			1		EX-5	
48+52.80	RT			1		EX-4	
551+60.42	LT			1		SANDALWOOD DR, EX-6	
552+21.30	RT			1		SANDALWOOD DR, EX-7	
552+81.14	RT			1		SANDALWOOD DR, EX-9	
552+93.89	LT			1		SANDALWOOD DR, EX-8	
SUB-TOTAL:		4793.8		9			
TOTAL:		4794		9			

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P.E. LICENSE NUMBER 87498
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482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 135

SUMMARY OF SIDE DRAIN & MITERED END SECTIONS

LOCATION STA. TO STA.	SIDE	PIPE LENGTH - LF ROUND 18" P	PIPE LENGTH - LF ROUND 18" F	PIPE LENGTH - LF ROUND 24" P	PIPE LENGTH - LF ROUND 24" F	MES - EA ROUND 18" P	MES - EA ROUND 18" F	MES - EA ROUND 24" P	MES - EA ROUND 24" F	DESIGN NOTES	CONSTRUCTION REMARKS
32+29.69 to 32+29.69	LT			40.7				1		O-100	
450+73.02 to 450+73.02	RT	48.9				1				O-200, ANNA	
SUB-TOTAL:		48.9		40.7		1		1			
TOTAL:		49		41		1		1			

SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	UNIT	QUANTITY P	QUANTITY F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0530-3-4	RIPRAP, RUBBLE F&I, DITCH LINING	32+24.65 to 32+38.43	LT	TN	12.0		50.9			
		32+66.36 to 32+88.38	LT		12.0					
		351+40.40 to 351+49.44	LT		7.3				SANDALWOOD CT	
		352+03.09 to 352+10.67	LT		2.6				SANDALWOOD CT	
		352+00.00 to 352+33.41	RT		17.0				SANDALWOOD CT	
0530-74	BEDDING STONE	32+24.65 to 32+38.43	LT	TN	4.3		18.3			
		32+66.36 to 32+88.38	LT		4.3					
		351+40.40 to 351+49.44	LT		2.6				SANDALWOOD CT	
		352+03.09 to 352+10.67	LT		0.9				SANDALWOOD CT	
		352+00.00 to 352+33.41	RT		6.1				SANDALWOOD CT	

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SUMMARY OF QUANTITIES

SHEET NO. 136

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SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL 0107 1 AREA ID	L	W	CYCLES	AREA AC/CYCLE	AREA TOTAL (AC) P	AREA TOTAL (AC) F	MOWING 0107 2 AREA ID	L	W	CYCLES	AREA AC/CYCLE	AREA TOTAL (AC) P	AREA TOTAL (AC) F	DESIGN NOTES	CONSTRUCTION REMARKS
IA	151+60.00 TO 155+20.00	LT	60	30		360.0	37.0	2	0.306	0.612					2				BENNING_CL	
	155+60.00 TO 158+70.00	RT	60	30		310.0	38.0	2	0.270	0.541					2				BENNING_CL	
IB	26+15.00 TO 29+70.00	RT	95	30		355.0	39.0	3	0.318	0.954					3				DESTIN_CL	
	26+15.00 TO 29+70.00	LT	95	30		355.0	32.0	3	0.261	0.782					3				DESTIN_CL	
	153+95.00 TO 158+30.00	RT	95	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	95	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	30+47.55 TO 45+53.89	LT	95	30		1506.3	85.0	3	2.939	8.818					3				DESTIN_CL	
	30+47.55 TO 45+53.89	RT	95	30		1506.3	100.0	3	3.458	10.374					3				DESTIN_CL	
	252+12.57 TO 257+21.51	LT	95	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	95	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
IC	26+15.00 TO 29+70.00	RT	100	30		355.0	39.0	3	0.318	0.954					3				DESTIN_CL	
	26+15.00 TO 29+70.00	LT	100	30		355.0	32.0	3	0.261	0.782					3				DESTIN_CL	
	153+95.00 TO 158+30.00	RT	100	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	100	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	30+47.55 TO 45+53.89	LT	100	30		1506.3	85.0	3	2.939	8.818					3				DESTIN_CL	
	30+47.55 TO 45+53.89	RT	100	30		1506.3	100.0	3	3.458	10.374					3				DESTIN_CL	
	252+12.57 TO 257+21.51	LT	100	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	100	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
	46+60.00 TO 48+70.00	RT	100	30		210.0	20.0	3	0.096	0.289					3				DESTIN_CL	
	46+60.00 TO 48+70.00	LT	100	30		210.0	24.0	3	0.116	0.347					3				DESTIN_CL	
II	26+15.00 TO 29+70.00	RT	90	30		355.0	39.0	3	0.318	0.954					3				DESTIN_CL	
	26+15.00 TO 29+70.00	LT	90	30		355.0	32.0	3	0.261	0.782					3				DESTIN_CL	
	153+95.00 TO 158+30.00	RT	90	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	30+47.55 TO 45+53.89	LT	90	30		1506.3	85.0	3	2.939	8.818					3				DESTIN_CL	
	30+47.55 TO 45+53.89	RT	90	30		1506.3	100.0	3	3.458	10.374					3				DESTIN_CL	
	30+35.04 TO 44+88.73	LT/RT	90	30		1453.7	9.0	3	0.300	0.901					3				DESTIN_CL	
	252+12.57 TO 257+21.51	LT	90	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
	46+60.00 TO 48+70.00	RT	90	30		210.0	20.0	3	0.096	0.289					3				DESTIN_CL	
	46+60.00 TO 48+70.00	LT	90	30		210.0	24.0	3	0.116	0.347					3				DESTIN_CL	
III	153+95.00 TO 158+30.00	RT	90	30		435.0	33.0	3	0.330	0.989					3				BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30		310.0	38.0	3	0.270	0.811					3				BENNING_CL	
	252+12.57 TO 257+21.51	LT	90	30		508.9	19.0	3	0.222	0.666					3				BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30		508.9	19.5	3	0.228	0.683					3				BEACH_BL	
IA	151+60.00 TO 155+20.00	LT	60	30									360.0	37.0	2	0.306	0.612		BENNING_CL	
	155+60.00 TO 158+70.00	RT	60	30									310.0	38.0	2	0.270	0.541		BENNING_CL	
IB	26+15.00 TO 29+70.00	RT	95	30									355.0	39.0	3	0.318	0.954		DESTIN_CL	
	26+15.00 TO 29+70.00	LT	95	30									355.0	32.0	3	0.261	0.782		DESTIN_CL	
	153+95.00 TO 158+30.00	RT	95	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	95	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
	252+12.57 TO 257+21.51	LT	95	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	95	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
IC	26+15.00 TO 29+70.00	RT	100	30									355.0	39.0	3	0.318	0.954		DESTIN_CL	
	26+15.00 TO 29+70.00	LT	100	30									355.0	32.0	3	0.261	0.782		DESTIN_CL	
	153+95.00 TO 158+30.00	RT	100	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	100	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
									SUB-TOTAL:	78.708						SUB-TOTAL:	9.574			
									TOTAL:	78.71						TOTAL:	39.69			

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 137

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL 0107 1							MOWING 0107 2						DESIGN NOTES	CONSTRUCTION REMARKS
					AREA ID	L	W	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F	AREA ID	L	W	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F		
IC	252+12.57 TO 257+21.51	LT	100	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	100	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
II	26+15.00 TO 29+70.00	RT	90	30									355.0	39.0	3	0.318	0.954		DESTIN_CL	
	26+15.00 TO 29+70.00	LT	90	30									355.0	32.0	3	0.261	0.782		DESTIN_CL	
	153+95.00 TO 158+30.00	RT	90	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
	30+47.55 TO 45+53.89	LT	90	30									1506.3	85.0	3	2.939	8.818		DESTIN_CL	
	30+47.55 TO 45+53.89	RT	90	30									1506.3	100.0	3	3.458	10.374		DESTIN_CL	
	30+35.04 TO 44+88.73	LT/RT	90	30									1453.7	9.0	3	0.300	0.901		DESTIN_CL	
	252+12.57 TO 257+21.51	LT	90	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
	46+60.00 TO 48+70.00	RT	90	30									210.0	20.0	3	0.096	0.289		DESTIN_CL	
	46+60.00 TO 48+70.00	LT	90	30									210.0	24.0	3	0.116	0.347		DESTIN_CL	
III	153+95.00 TO 158+30.00	RT	90	30									435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30									310.0	38.0	3	0.270	0.811		BENNING_CL	
	252+12.57 TO 257+21.51	LT	90	30									508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30									508.9	19.5	3	0.228	0.683		BEACH_BL	
									SUB-TOTAL:							SUB-TOTAL:	30.11			

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 138

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
110 1 1	CLEARING & GRUBBING	26+17.84 TO 27+03.85	LT	7681	LS	0.017			1		TOTAL AREA = 10.22 AC	
		26+36.00 TO 30+15.91	LT/RT	7642		0.276						
		27+45.48 TO 28+05.19	RT	7676		0.024						
		27+15.97 TO 27+32.52	LT	7680		0.004						
		27+42.52 TO 27+75.68	LT	7682		0.007						
		27+85.47 TO 28+03.69	LT	7683		0.004						
		28+13.81 TO 29+17.13	LT	7684		0.020						
		27+87.94 TO 28+84.13	RT	7685		0.006						
		28+63.23 TO 29+26.22	RT	7677		0.025						
		29+10.81 TO 29+74.46	RT	7688		0.035						
		29+18.41 TO 29+80.48	LT	7686		0.046						
		29+38.80 TO 29+79.99	LT	7687		0.009						
		29+75.91 TO 30+22.62	LT	7565		0.080						
		29+54.02 TO 29+84.02	RT	7691		0.039						
		29+53.88 TO 29+68.75	RT	7689		0.003						
		29+71.63 TO 29+82.69	RT	7690		0.005						
		29+82.57 TO 30+22.92	RT	7556		0.075						
		30+12.31 TO 30+26.50	RT	7692		0.026						
		30+17.42 TO 30+90.59	LT/RT	7780		0.157						
		30+15.65 TO 30+32.02	LT/RT	7693		0.003						
		30+39.87 TO 33+71.24	LT/RT	7662		1.580						
		31+88.81 TO 32+30.48	RT	7665		0.024						
		32+09.05 TO 32+40.36	RT	7666		0.020						
		32+29.69 TO 33+00.22	RT	7781		0.046						
		32+00.97 TO 32+83.16	RT	7667		0.093						
		32+56.27 TO 34+30.00	LT/RT	7809		0.174						
		32+41.93 TO 33+62.08	LT/RT	7808		0.073						
		32+84.44 TO 34+10.98	LT/RT	12663		0.050						
		33+62.17 TO 34+72.49	LT/RT	7830		0.085						
		33+82.39 TO 35+94.43	LT/RT	7848		0.457						
		34+11.82 TO 34+82.79	RT	7782		0.046						
		34+65.16 TO 34+82.00	RT	7864		0.004						
		35+01.11 TO 45+31.44	LT/RT	7663		5.037						
		44+04.20 TO 45+99.67	LT/RT	7673		0.276						
		44+69.04 TO 44+95.30	RT	8025		0.016						
		44+77.26 TO 44+99.68	RT	8018		0.011						
		44+85.47 TO 48+36.00	LT/RT	8049		0.451						
		45+09.07 TO 45+29.99	RT	7883		0.007						
		44+96.83 TO 45+24.87	RT	7877		0.013						
		45+26.39 TO 45+74.59	LT/RT	7934		0.004						
		45+37.71 TO 46+14.30	LT/RT	7925		0.057						
		46+09.33 TO 46+47.08	LT	8003		0.039						
		46+35.81 TO 46+72.08	LT	7969		0.024						
		46+42.77 TO 47+02.79	LT	7977		0.036						
		46+44.90 TO 46+99.70	LT	7919		0.005						
		46+34.76 TO 46+68.83	LT	7903		0.002						
		46+02.91 TO 46+22.19	LT/RT	7896		0.004						
		45+59.81 TO 47+55.79	LT/RT	7675		0.024						
		45+76.22 TO 47+46.54	LT/RT	7674		0.323						
		45+49.20 TO 46+04.84	RT	7890		0.023						
		45+08.77 TO 45+64.48	RT	8041		0.022						
		44+99.18 TO 45+13.91	RT	8032		0.007						

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 139

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
110 1 1	CLEARING & GRUBBING	47+19.58 TO 48+37.67	LT	7992	LS	0.012						
		47+21.19 TO 48+37.57	LT	7986		0.008						
		48+37.71 TO 48+45.41	RT	7957		0.001						
		48+37.27 TO 48+47.14	RT	7962		0.001						
		32+11.83 TO 32+54.99	RT	7668		0.019						
		32+73.23 TO 34+05.64	LT/RT	7664		0.278						
		46+88.03 TO 47+56.37	RT	7909		0.007						
0110 4 10	REMOVAL OF EXISTING CONCRETE	26+41.78 TO 26+76.81	RT	4191	SY		57.5		2400		DRIVEWAY	
		27+02.86 TO 27+16.70	LT	4190			26.6				DRIVEWAY	
		27+32.00 TO 27+44.03	LT	4173			22.4				DRIVEWAY	
		27+75.35 TO 27+86.02	LT	4179			23.5				DRIVEWAY	
		28+03.64 TO 28+14.15	LT	4185			24.0				DRIVEWAY	
		29+04.43 TO 29+28.55	LT	4197			37.5				DRIVEWAY	
		29+38.80 TO 29+80.33	LT	4290			49.1				DRIVEWAY	
		44+75.72 TO 45+16.05	RT	4332			122.4				DRIVEWAY	
		45+12.51 TO 45+44.93	RT	4457			71.4				DRIVEWAY	
		45+97.65 TO 46+23.05	LT	4510			60.1				DRIVEWAY	
		46+94.38 TO 47+23.22	LT	4301			38.5				DRIVEWAY	
		47+51.87 TO 48+42.18	RT	4310			159.7				DRIVEWAY	
		46+65.41 TO 46+93.62	LT/RT	4540			28.8				DRIVEWAY	
		45+93.28 TO 46+14.93	RT	4532			28.1				DRIVEWAY	
		45+05.58 TO 45+58.83	RT	4526			171.8				DRIVEWAY	
		26+17.01 TO 29+80.65	LT	4995			60.2				CURB & GUTTER	
		26+36.15 TO 27+62.69	RT	4629			26.8				CURB & GUTTER	
		27+86.46 TO 28+84.96	RT	4641			19.1				CURB & GUTTER	
		29+11.08 TO 29+26.47	RT	4652			3.8				CURB & GUTTER	
		29+53.96 TO 29+82.73	RT	4706			6.1				CURB & GUTTER	
		30+22.32 TO 30+30.09	LT	5044			0.7				CURB & GUTTER	
		30+16.68 TO 30+32.55	LT/RT	5054			11.4				CURB & GUTTER	
		30+20.48 TO 30+27.05	RT	5094			9.2				CURB & GUTTER	
		31+81.06 TO 32+33.73	RT	5128			21.1				CURB & GUTTER	
		32+28.87 TO 32+43.64	RT	5118			10.4				CURB & GUTTER	
		32+42.94 TO 34+11.82	LT/RT	5140			34.4				CURB & GUTTER	
		32+26.47 TO 33+59.38	LT/RT	5155			30.2				CURB & GUTTER	
		33+61.20 TO 34+83.65	LT/RT	5169			29.8				CURB & GUTTER	
		34+64.66 TO 34+83.61	RT	5260			2.0				CURB & GUTTER	
		44+84.51 TO 46+48.16	LT/RT	5185			84.6				CURB & GUTTER	
		45+00.65 TO 45+04.54	RT	5205			2.0				CURB & GUTTER	
		45+04.38 TO 46+03.95	RT	5199			44.8				CURB & GUTTER	
		46+34.10 TO 48+37.54	LT	5232			55.7				CURB & GUTTER	
		46+35.73 TO 46+65.41	LT	5224			21.4				CURB & GUTTER	
		46+02.60 TO 48+47.14	LT/RT	5211			55.2				CURB & GUTTER	
		47+19.58 TO 48+37.57	LT	4594			108.5				SIDEWALK	
		48+37.27 TO 48+45.41	RT	4587			7.0				SIDEWALK	
		46+85.72 TO 47+56.37	RT	4569			59.6				SIDEWALK	
		46+10.68 TO 46+68.83	LT/RT	4562			52.2				SIDEWALK	
		46+37.34 TO 47+01.96	LT	4599			149.8				SIDEWALK	
		45+54.12 TO 46+09.87	RT	4555			56.9				SIDEWALK	
		45+05.81 TO 45+17.28	RT	4404			16.5				SIDEWALK	
		44+74.17 TO 44+97.65	RT	4410			45.2				SIDEWALK	
		45+04.44 TO 45+27.43	RT	4417			30.9				SIDEWALK	

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 140

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
0110 4 10	REMOVAL OF EXISTING CONCRETE	45+33.02 TO 46+02.04	LT/RT	4427	SY		87.8				SIDEWALK	
		46+06.56 TO 46+30.51	LT	4435			32.4				SIDEWALK	
		34+88.51 TO 35+23.90	RT	4610			13.2				SIDEWALK	
		34+71.19 TO 34+91.68	RT	4620			7.0				SIDEWALK	
		33+65.44 TO 34+05.94	LT	4394			65.5				SIDEWALK	
		30+09.32 TO 30+28.32	LT/RT	4381			131.9				SIDEWALK	
		29+36.05 TO 29+79.90	RT	4372			56.4				SIDEWALK	
		29+24.03 TO 29+49.17	RT	4344			25.3				SIDEWALK	
		29+55.46 TO 29+82.27	RT	5106			3.8				CURB & GUTTER	

SUMMARY OF MAILBOXES

STATION	SIDE	QUANTITY (EA) 0110 7 1		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
27+20.67	LT	1		DESTIN_CL	
27+48.79	LT	1		DESTIN_CL	
27+71.87	LT	1		DESTIN_CL	
28+00.86	LT	1		DESTIN_CL	
29+07.89	LT	1		DESTIN_CL	
47+01.81	LT	1		DESTIN_CL	
156+18.77	LT	1		BENNING_CL	
253+78.70	RT	1		BEACH_BL	
256+24.22	LT	1		BEACH_BL	
450+84.51	LT	1		ANNA_CL	
551+45.68	LT	1		SAWODR_CL	
SUB-TOTAL:		11			
TOTAL:		11			

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 1	REGULAR EXCAVATION	6366.00		DESTIN_CL	
		876.00		BENNING_CL	
		645.00		BEACH_BL	
		97.00		ANNA_CL	
		194.00		SAWOCT_CL	
		119.00		SAWODR_CL	
		1481.00		POND CROSS SECTIONS	
	TOTAL EXCAVATION	9778.00			
0120 6	EMBANKMENT	4118.00		DESTIN_CL	
		252.00		BENNING_CL	
		283.00		BEACH_BL	
		33.00		ANNA_CL	
		565.00		SAWOCT_CL	
		3.00		SAWODR_CL	
		29.00		POND CROSS SECTIONS	
	TOTAL EMBANKMENT	5283.00			

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 141

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
0160 4	Type B Stabilization	26+16.95 to 29+46.41		LT/RT	15362			SY	995.0		13378			
		27+37.69 to 28+11.69		RT	5892				109.7					
		28+60.84 to 29+30.59		RT	5883				120.3					
		29+46.24 to 30+61.95		LT/RT	15471				539.4					
		29+46.84 to 30+25.50		RT	15655				656.9					
		29+69.25 to 30+32.15		LT	18129				564.2					
		30+61.91 to 45+75.04		LT/RT	18478				3025.7					
		30+61.93 to 45+60.31		LT	17830				2877.7					
		31+94.54 to 31+94.54		RT	18330				710.6					
		33+10.98 to 34+01.62		LT	18413				301.8					
		34+11.65 to 35+18.44		RT	5785				267.6					
		44+84.07 to 46+20.44		RT	17547				798.1					
		45+31.42 to 48+47.14		LT/RT	18428				1705.2					
		45+63.98 to 46+65.85		LT	5811				705.3					
285706	Optional Base, Base Group 06	26+36.00 to 29+96.57		LT/RT	14085			SY	1030.2		10314			
		27+37.69 to 28+11.69		RT	14117				107.3					
		28+60.84 to 29+34.29		RT	14124				119.3					
		29+46.84 to 29+83.03		RT	14231				133.3					
		29+70.34 to 30+31.49		LT	14133				497.1					
		29+74.81 to 30+24.37		RT	14215				461.3					
		29+96.38 to 45+66.62		RT	14151				2187.3					
		29+96.47 to 45+44.99		LT	14187				2141.8					
		31+41.30 to 32+43.31		RT	14242				597.6					
		33+27.06 to 33+85.54		LT	14259				242.0					
		34+33.08 to 35+15.16		RT	14278				217.8					
		44+85.56 to 46+13.93		RT	14367				620.6					
		45+25.26 to 46+55.32		LT/RT	14285				670.6					
		46+29.09 to 46+49.74		RT	14409				3.4					
		45+69.87 to 46+64.24		LT	14294				548.8					
		46+40.71 to 46+47.09		LT	14420				17.3					
		46+54.47 to 47+06.91		LT	14414				9.5					
		46+76.61 to 47+29.39		RT	14404				13.2					
		46+10.67 to 48+36.00		RT	14330				695.6					
0327 70 6	Milling Exist Asph Pavt, 1 1/2" Avg Depth	550+76.05 to 551+57.38		LT/RT	6665			SY	217.0		1601			
		151+40.00 to 153+94.00		LT/RT	10419				854.9					
		157+00.00 to 158+60.00		LT/RT	10520				529.0					
0334 1 12	Superpave Asphaltic Conc, Traffic B	26+36.00 to 29+96.57		LT/RT	13500			TN	84.99		850.9			
		27+37.69 to 28+11.69		RT	13246				8.86					
		28+60.84 to 29+34.29		RT	13253				9.84					
		29+46.84 to 29+83.03		RT	13426				11.00					
		29+70.34 to 30+31.49		LT	13654				41.01					
		29+74.81 to 30+24.37		RT	13672				38.06					
		29+96.38 to 45+66.62		RT	13560				180.45					
		29+96.47 to 45+44.99		LT	13532				176.70					
		31+41.30 to 32+43.31		RT	13688				49.30					
		33+27.06 to 33+85.54		LT	13705				19.97					
		34+33.08 to 35+15.16		RT	13305				17.96					
		44+85.56 to 46+13.93		RT	13733				51.20					
		45+25.26 to 46+38.72		RT	13724				55.32					
		46+29.09 to 46+49.74		RT	13357				0.28					
		45+69.87 to 46+64.24		LT	13770				45.28					
		46+40.71 to 46+47.09		LT	13340				1.43					
		46+54.47 to 47+06.91		LT	13346				0.79					
		46+76.61 to 47+29.39		RT	13352				1.09					
		46+10.67 to 48+36.00		RT	13456				57.39					

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 142

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
0337 7 81	Asphalt Concrete Friction Course, Traffic B, FC-12.5, PG 76-22 (CONT'D)	26+36.00 to 29+96.57		LT/RT	11241			TN	84.99		983.0			
		27+37.69 to 28+11.69		RT	6231				8.86					
		28+60.84 to 29+34.29		RT	6238				9.84					
		29+46.84 to 29+83.03		RT	10662				11.00					
		29+59.23 to 30+38.79		LT	10588				43.64					
		29+64.27 to 30+07.97		RT	10627				70.53					
		29+70.34 to 30+31.49		LT	12445				41.01					
		29+74.81 to 30+24.37		RT	12268				38.06					
		29+96.38 to 45+66.62		RT	11380				180.45					
		29+96.47 to 45+44.99		LT	11312				176.70					
		31+41.30 to 32+43.31		RT	12229				49.30					
		33+27.06 to 33+85.54		LT	12098				19.97					
		34+12.83 to 34+82.80		RT	6404				17.92					
		34+33.08 to 35+15.16		RT	6203				17.96					
		44+85.56 to 46+13.93		RT	11853				51.20					
		45+25.26 to 46+38.72		RT	11893				55.32					
		46+29.09 to 46+49.74		RT	7231				0.28					
		45+69.87 to 46+64.24		LT	12007				45.28					
		46+40.71 to 46+47.09		LT	7278				1.43					
		46+54.47 to 47+06.91		LT	7208				0.79					
		46+76.61 to 47+29.39		RT	7193				1.09					
		46+10.67 to 48+36.00		RT	10891				57.39					
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	45+90.27 to 45+90.27		LT/RT	5546			SY	278.20		303.7			
		46+47.79 to 46+78.40		RT	10362				15.10					
		46+41.38 to 46+56.23		LT	10355				10.40					

SUMMARY OF WALLS

WALL NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			STA. TO STA.			P	F	P	F		
	0400 0 11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011 SCHEME 1	153+99.05 TO 154+33.13	RT	CY	1.5		12.1		BENNING_CL	
			351+30.00 TO 352+00.00	RT		10.6				SAWOCT_CL	

SUMMARY OF RAILING

LOCATION	SIDE	PIPE HANDRAIL - GUIDERAIL (ALUMINUM) 0515 1 2 LF		DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.		P	F		
153+99.05 to 154+33.13	RT	34.7		BENNING_CL	
351+30.00 to 352+00.00	RT	80.2		SAWOCT_CL	
SUB-TOTAL:		114.9			
TOTAL:		115			

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 143

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNIT	QUANTITY GROSS LENGTH	DEDUCTIONS TYPE	DEDUCTIONS LENGTH	NET LENGTH P	NET LENGTH F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0520 1 7	Concrete Curb & Gutter, Type E	30+39.54 to 30+39.54	LT/RT		LF	14.1			14.1		2994			
		30+39.54 to 40+12.46	RT			971.4			971.4					
		30+39.54 to 40+12.46	LT			974.4			974.4					
		40+12.46 to 44+00.00	LT			385.2			385.2					
		40+12.46 to 44+00.00	RT			389.9			389.9					
		44+00.00 to 44+77.35	LT			76.7			76.7					
		44+00.00 to 44+87.90	RT			88.7			88.7					
		44+77.35 to 44+87.54	LT			10.1			10.1					
		44+87.54 to 44+88.62	LT			1.6			1.6					
		44+87.90 to 44+88.89	RT			1.6			1.6					
		44+88.62 to 44+88.89	LT/RT			7.4			7.4					
		45+01.71 to 45+01.82	LT/RT			10.0			10.0					
		45+01.71 to 45+02.52	LT			1.4			1.4					
		45+01.82 to 45+02.70	RT			1.5			1.5					
		45+02.52 to 45+18.45	LT			16.2			16.2					
		45+02.70 to 45+20.25	RT			18.2			18.2					
		45+18.45 to 45+22.46	LT			5.3			5.3					
		45+20.25 to 45+24.13	RT			6.0			6.0					
		45+22.46 to 45+24.13	LT/RT			14.4			14.4					
0520 1 10	Concrete Curb & Gutter, Type F	26+36.00 to 26+75.70	RT		LF	39.7			39.7		5788			
		26+36.15 to 26+39.13	RT			3.0			3.0					
		26+53.85 to 26+75.70	LT			21.9			21.9					
		26+91.70 to 27+25.50	RT			33.8			33.8					
		26+91.70 to 27+53.75	LT			62.1			62.1					
		27+36.00 to 27+61.19	RT			42.7			42.7					
		27+37.69 to 28+11.69	RT			74.0			74.0					
		27+64.25 to 28+32.50	LT			68.3			68.3					
		27+88.19 to 28+32.50	RT			61.8			61.8					
		28+43.00 to 28+71.29	LT			28.3			28.3					
		28+43.00 to 28+83.59	RT			58.9			58.9					
		28+60.82 to 29+34.29	RT			75.1			75.1					
		28+71.29 to 28+92.43	LT			20.6			20.6					
		29+03.22 to 29+77.53	LT			92.6			92.6					
		29+12.20 to 29+37.56	RT			45.6			45.6					
		29+47.79 to 29+80.10	RT			48.6			48.6					
		29+47.99 to 29+53.91	RT			7.3			7.3					
		29+48.91 to 29+55.56	RT			8.1			8.1					
		29+53.91 to 29+80.36	RT			59.8			59.8					
		29+55.56 to 29+82.86	RT			88.5			88.5					
		29+73.73 to 29+73.81	LT			3.5			3.5					
		29+74.04 to 29+77.53	LT			102.2			102.2					
		30+09.84 to 30+09.96	RT			3.3			3.3					
		30+09.84 to 30+10.55	RT			5.6			5.6					
		30+10.28 to 30+11.81	RT			54.6			54.6					
		30+10.55 to 30+14.84	RT			8.8			8.8					
		30+12.13 to 30+37.42	RT			47.5			47.5					
		30+16.12 to 31+14.60	LT			207.8			207.8					
		30+21.15 to 30+21.30	LT			3.5			3.5					
		30+38.07 to 31+12.29	RT			77.1			77.1					
		31+22.41 to 31+53.90	RT			73.3			73.3					
		31+28.12 to 32+14.60	LT			83.2			83.2					
		31+54.11 to 32+23.16	RT			159.4			159.4					
		31+77.35 to 32+15.37	RT			140.5			140.5					

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 144

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNIT	QUANTITY GROSS LENGTH	DEDUCTIONS TYPE	DEDUCTIONS LENGTH	NET LENGTH P	NET LENGTH F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0520 1 10	Concrete Curb & Gutter, Type F (CONT'D)	31+92.08 to 32+23.55	RT		LF	51.4			51.4					
		32+24.06 to 32+30.12	RT			9.8			9.8					
		32+27.34 to 32+41.48	RT			23.0			23.0					
		32+27.89 to 32+95.37	RT			70.1			70.1					
		32+28.12 to 32+89.60	LT			59.1			59.1					
		33+03.12 to 33+42.45	LT			53.3			53.3					
		33+07.89 to 33+37.72	RT			31.0			31.0					
		33+41.74 to 33+57.83	LT			48.7			48.7					
		33+56.98 to 34+22.02	RT			67.5			67.5					
		33+70.15 to 34+21.98	LT			65.3			65.3					
		33+70.60 to 33+80.84	LT			30.8			30.8					
		34+12.07 to 34+31.53	RT			25.6			25.6					
		34+31.53 to 35+17.69	RT			166.1			166.1					
		34+35.00 to 35+71.88	RT			132.7			132.7					
		34+35.00 to 35+72.11	LT			141.4			141.4					
		35+84.63 to 37+22.11	LT			142.7			142.7					
		35+85.40 to 37+21.88	RT			131.3			131.3					
		37+34.63 to 39+75.37	LT			249.9			249.9					
		37+35.40 to 39+74.60	RT			230.1			230.1					
		39+87.89 to 41+00.00	LT			113.0			113.0					
		39+88.12 to 41+00.00	RT			111.0			111.0					
		41+13.00 to 42+24.60	LT			108.2			108.2					
		41+13.00 to 42+25.37	RT			115.8			115.8					
		42+37.89 to 43+65.37	RT			132.4			132.4					
		42+38.12 to 43+64.60	LT			121.6			121.6					
		43+77.89 to 44+14.52	RT			38.0			38.0					
		43+78.12 to 44+13.76	LT			34.3			34.3					
		44+33.78 to 44+69.11	RT			36.7			36.7					
		44+34.56 to 44+68.73	LT			32.9			32.9					
		44+81.63 to 45+32.19	RT			107.5			107.5					
		44+82.26 to 45+55.87	LT			78.6			78.6					
		44+84.60 to 44+94.07	RT			37.9			37.9					
		44+97.15 to 45+05.43	RT			32.8			32.8					
		45+01.40 to 45+53.14	RT			151.5			151.5					
		45+10.86 to 45+22.36	RT			38.8			38.8					
		45+55.63 to 47+33.79	RT			188.2			188.2					
		45+58.27 to 46+47.33	LT			203.2			203.2					
		46+43.50 to 47+45.80	LT			281.2			281.2					
		47+44.65 to 48+47.14	RT			99.8			99.8					
		47+55.95 to 48+37.54	LT			83.9			83.9					
0520 2 2	Concrete Curb, Type B	46+40.71 to 46+44.22	LT		LF	6.1			6.1		142			
		46+40.71 to 46+54.47	LT			28.2			28.2					
		46+44.22 to 46+56.70	LT			25.0			25.0					
		46+47.26 to 46+49.74	RT			5.9			5.9					
		46+47.26 to 46+76.61	RT			31.7			31.7					
		46+49.74 to 46+78.68	RT			29.9			29.9					
		46+54.47 to 46+56.70	LT			5.9			5.9					
		46+76.61 to 46+78.68	RT			9.3			9.3					
0520 2 4	Concrete Curb, Type D	45+59.53 to 46+23.12	LT/RT		LF	226.2			226.2		226			
0520 2 8	Concrete Curb, Type RA	46+34.49 to 46+34.52	RT		LF	301.5			301.5		302			

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REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 145

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNIT	QUANTITY GROSS LENGTH	QUANTITY DEDUCTIONS TYPE	QUANTITY DEDUCTIONS LENGTH	QUANTITY NET LENGTH P	QUANTITY NET LENGTH F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0520 70	Concrete Traffic Separator, Special - Variable Width	46+55.08 to 46+77.40	LT/RT	6677	SY	32.5			32.5		158			
		46+85.79 to 47+42.45	LT/RT	6688		36.1			36.1					
		253+63.16 to 253+97.39	LT/RT	6667		24.2			24.2					
		254+06.78 to 254+27.11	LT/RT	6655		25.2			25.2					
		255+58.44 to 255+78.77	LT/RT	6700		21.5			21.5					
		255+88.28 to 256+20.05	LT/RT	6711		18.1			18.1					

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REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 146

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4" 0522 1 SY		CONC SIDEWALK 6" 0522 2 SY		DETECTABLE WARNINGS 0527 2 SF		DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.					P	F	P	F	P	F		
26+53.85 to 27+03.97	LT	6067			51.8							
27+15.97 to 27+31.45	LT	6077			10.2							
27+43.45 to 27+74.54	LT	6083			26.8							
27+86.54 to 28+02.87	LT	6092			11.0							
28+14.87 to 29+13.95	LT	6098			100.6							
29+24.02 to 29+49.69	RT	6129			49.7							
29+26.24 to 29+46.78	LT	6109			18.0							
29+39.96 to 29+49.69	RT	14868			11.1							
30+09.84 to 30+18.20	RT	14873			56.4							
31+78.55 to 32+12.98	RT	16120			76.8							
32+19.19 to 32+45.66	RT	6138			25.8							
33+81.29 to 33+78.49	LT	16083			31.7							
45+08.48 to 45+17.20	RT	15062			10.1							
45+92.53 to 46+05.40	LT	15698			10.4							
46+09.02 to 46+30.56	LT	6316			34.3							
47+32.29 to 48+37.57	LT	16226			111.9							
48+37.65 to 48+45.41	RT	6360			5.8							
26+23.75 to 26+53.85	LT	5763					24.2					
26+39.15 to 26+71.15	RT	4412					48.4					
26+93.97 to 27+53.45	LT	4578					66.9					
27+64.54 to 28+24.87	LT	4804					71.1					
29+03.71 to 29+36.48	LT	4876					50.6					
29+38.80 to 29+76.87	LT	5444					53.9					
29+46.67 to 29+68.87	LT	5029					21.9					
29+49.69 to 29+71.58	RT	4953					23.2					
29+61.07 to 29+71.85	LT	14848					2.9					
29+61.56 to 29+76.98	LT	5042					14.0					
29+65.06 to 29+75.20	RT	14885					4.1					
29+66.09 to 29+79.68	RT	4969					16.3					
29+70.44 to 29+80.02	RT	15744					30.3					
29+73.05 to 29+81.85	RT	15841					19.8					
30+10.24 to 30+14.60	RT	5708					4.5					
30+12.27 to 30+38.07	RT	14798					41.8					
30+16.68 to 30+47.57	LT	14780					68.1					
30+22.52 to 30+81.69	LT	15904					198.2					
30+38.07 to 31+34.95	RT	15434					113.8					
30+47.57 to 33+20.02	LT	15460					285.3					
31+34.78 to 31+50.39	RT	14807					15.0					
31+78.55 to 32+08.04	RT	16419					46.7					
32+02.73 to 32+42.93	RT	5889					114.4					
32+08.04 to 36+50.00	RT	15488					497.9					
33+19.86 to 33+38.15	LT	14818					15.5					
33+70.70 to 34+01.79	LT	16470					47.5					
34+01.67 to 45+92.99	LT	15650					1361.7					
36+50.00 to 44+84.24	RT	15557					1051.4					
				SUB-TOTAL:	642.4		4309.4					
				TOTAL:	642		6409		536			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 147

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION STA. TO STA.	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4" 0522 1 SY P	CONC SIDEWALK 4" 0522 1 SY F	CONC SIDEWALK 6" 0522 2 SY P	CONC SIDEWALK 6" 0522 2 SY F	DETECTABLE WARNINGS 0527 2 SF P	DETECTABLE WARNINGS 0527 2 SF F	DESIGN NOTES	CONSTRUCTION REMARKS
36+94.45 to 45+26.29	RT	15613					1115.4					
44+77.66 to 44+93.76	RT	14827					31.7					
44+85.45 to 44+99.14	LT	10136					8.0					
44+88.27 to 45+00.01	RT	10171					8.1					
45+05.36 to 45+59.88	RT	14828					194.9					
45+54.45 to 47+55.53	RT	16158					212.0					
45+59.31 to 45+79.94	RT	14826					13.4					
45+96.10 to 46+04.93	LT	5391					5.0					
46+00.25 to 46+19.63	LT	5455					37.7					
46+43.52 to 46+49.63	LT	9815					10.3					
46+43.73 to 47+12.02	LT	16194					234.8					
46+74.34 to 46+96.90	LT	5342					13.3					
46+83.68 to 46+97.85	RT	5315					8.2					
47+02.24 to 47+44.98	LT	5575					77.6					
47+45.26 to 48+47.14	RT	14825					128.9					
26+23.75 to 26+46.85	LT	15148							47.7			
29+53.42 to 29+61.95	LT	15155							16.2			
29+56.33 to 29+64.51	RT	15154							16.4			
29+71.49 to 29+80.02	RT	15949							18.8			
29+72.84 to 29+76.82	LT	15160							14.7			
29+74.34 to 29+78.96	RT	15943							16.2			
30+11.42 to 30+14.22	RT	15192							8.2			
30+12.95 to 30+19.12	RT	15206							12.3			
30+16.65 to 30+33.74	LT	15221							30.4			
30+32.31 to 30+34.32	RT	15211							26.2			
30+41.09 to 30+43.41	LT	15216							33.7			
31+39.59 to 31+41.51	RT	15227							20.3			
31+41.51 to 31+49.59	RT	15234							22.5			
31+78.97 to 31+88.19	RT	15398							17.9			
32+02.36 to 32+04.40	RT	15248							28.1			
33+25.23 to 33+27.37	LT	15254							21.2			
33+27.37 to 33+37.18	LT	15262							23.5			
33+70.89 to 33+81.04	LT	15400							17.0			
33+95.36 to 33+97.51	LT	15401							27.7			
44+87.27 to 44+96.95	LT	15285							18.0			
44+89.20 to 44+97.97	RT	15278							18.0			
45+26.73 to 45+30.21	RT	15319							17.2			
45+64.20 to 45+74.37	RT	15314							20.5			
46+00.07 to 46+03.39	LT	15293							10.3			
46+43.52 to 46+45.28	LT	15298							12.3			
46+80.79 to 46+90.65	LT	15303							20.0			
46+85.91 to 46+95.60	RT	15308							18.0			
SUB-TOTAL:							2099.3		553.3			

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REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF QUANTITIES

SHEET NO. 148

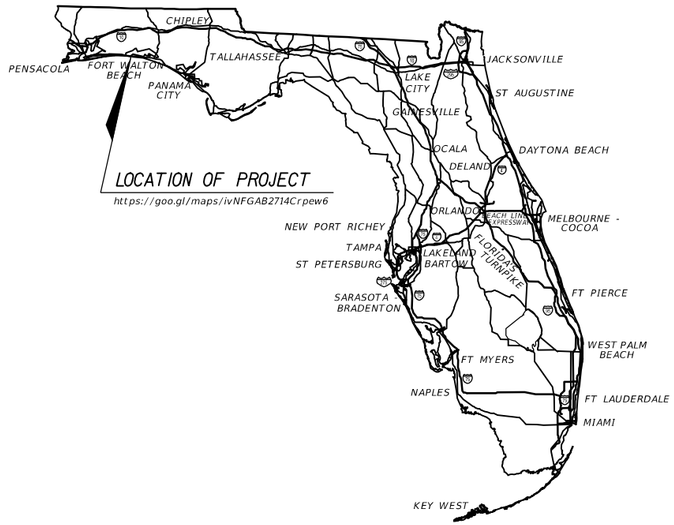
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



INDEX OF SIGNING & PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-1A	SIGNATURE SHEET
S-2	TABULATION OF QUANTITIES
S-3	GENERAL NOTES
S-4 TO S-9	PLAN SHEETS
S-10	ROUNDABOUT DETAIL

SIGNING & PAVEMENT MARKING PLANS

PHASE IV (100%) SUBMITTAL
NOVEMBER 2022

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JANUARY 2022 FDOT STANDARD SPECIFICATIONS.

ROADWAY PLANS
ENGINEER OF RECORD:

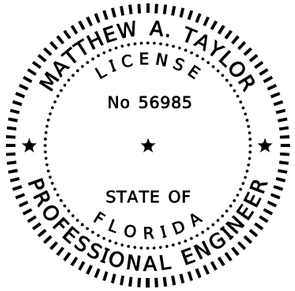
MATTHEW A. TAYLOR, P.E.
P.E. NO.: 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
CONTRACT NO.:
VENDOR NO.:

PROJECT MANAGER:

JOE D. BODI

SHEET NO. S-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
MATTHEW A TAYLOR, P.E. NO. 56985

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	*SHEET DESCRIPTION*
S-1	*KEY SHEET*
S-1A	*SIGNATURE SHEET*
S-2	*TABULATION OF QUANTITIES*
S-3	*GENERAL NOTES*
S-4 TO S-9	*PLAN SHEETS*
S-10	*ROUNDABOUT DETAIL*

REVISIONS			
DATE	*DESCRIPTION*	*DATE*	*DESCRIPTION*

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	*CONSTRUCTION PLANS FOR:*
OKALOOSA	*DESTIN CROSS TOWN CONNECTOR*

SIGNATURE SHEET

SHEET NO.

S-1A

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SUMMARY OF SIGNING & PAVEMENT MARKINGS

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												GRAND TOTAL		NOTES
			S-4		S-5		S-6		S-7		S-8		S-9				
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	10				1		4		3		18		38		
0700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 SF	AS	1												2		
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	2						1						3		
0700-1-60	SINGLE POST SIGN, REMOVE	AS	5						5		2				14		
0700-2-60	MULTI-POST SIGN, REMOVE	AS	1						1						2		
0705-10-1	OBJECT MARKER, TYPE 1	EA											2		2		
0705-10-4	OBJECT MARKER, TYPE 4	EA			3										3		
0706-1-3	RAISED PAVEMENT MARKER, TYPE B																
	BI-DIRECTIONAL YELLOW/YELLOW	EA													103		
	MONO-DIRECTIONAL YELLOW	EA													15		
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS													1		
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF													721		
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF													115		
0711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM													0.057		
0711-11-144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	GM													0.025		
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA													4		
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA													6		
0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL AND CHEVRON	LF													64		
0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF													548		
0711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA													5		
0711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA													5		
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM													1.210		
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM													1.341		
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM													0.022		

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TABULATION OF QUANTITIES

SHEET NO. S-2

GENERAL NOTES

1. THE PAVEMENT MARKINGS AT ALL EXISTING / PROPOSED INTERFACE LOCATIONS ARE TO MATCH IN TERMS OF ALIGNMENT.

2. ANY MARKINGS THAT NEED TO BE REMOVED MAY BE REMOVED BY ANY METHOD WHICH PRODUCES THE SAME RESULTS IN THE SAME MANNER AS HYDRO-BLASTING.

3. ALL REMOVED SIGNS BECOME THE PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF PROPERLY UNLESS OTHERWISE NOTED ON THE PLANS.

4. VERIFY THE LENGTH OF SIGN COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.

5. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, ETC. MAY BE ADJUSTED AS DIRECTED BY THE PROJECT ENGINEER.

6. CAUTION SHOULD BE EXERCISED IN THE INSTALLATION OF POST-MOUNTED ROADSIDE SIGNS IN ORDER TO PREVENT POSSIBLE DAMAGE TO BURIED UTILITIES. CONTRACTOR SHOULD CONSIDER HAND-DIGGING POST HOLES.

7. OUTSIDE CORNERS OF SIGN FACES TO BE CUT CONCENTRIC WITH BORDER. BORDER SHALL BE PARALLEL TO THE EDGE OF SIGN.

8. THE PROJECT ENGINEER MAY REQUIRE THE CONTRACTOR TO FIELD-ADJUST THE LOCATION OF ANY SIGN TO INSURE PROPER VISIBILITY. THE CLEARING AND TRIMMING OF ALL VEGETATION TO ALLOW CLEAR VISIBILITY OF SIGNS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS CLEARING SHALL PERMIT UNOBSTRUCTED VIEWING OF THE SIGN FROM THE OUTSIDE LANE FOR A DISTANCE UP TO 1000 FEET IN ADVANCE OF THE SIGN. THE COST FOR CLEARING AND TRIMMING IS INCIDENTAL.

9. THE STREET NAME SIGNS SHALL BE KEPT VISIBLE AT ALL TIMES DURING CONSTRUCTION FOR EMERGENCY RESPONSE PERSONNEL.

10. REMOVE AND REPLACE ALL EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS. IF SIGNS ARE DAMAGED BY THE CONTRACTOR, THE SIGNS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

11. FINAL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

12. FOR SIGN DETAILS, USE THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, 2009.

13. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR, AS DETERMINED BY THE PROJECT ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING AND PAVEMENT MARKING NOTES

SHEET NO. S-3

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MATCHLINE STA. 157+40.00
SEE SHEET S-8

MATCHLINE STA. 153+20.00
SEE SHEET S-8

MATCHLINE STA. 32+00.00

MATCHLINE STA. 351+60.00

BENNING DR

AZALEA DR

SANDALWOOD CT

SNAPPER DR

SPEED LIMIT 30 — EXISTING TO REMAIN

SPEED LIMIT 35

0 10 50
Feet

NOTE 1:
PROVIDE YELLOW MEDIAN NOSE PAINT AND MONO-DIRECTIONAL YELLOW RPM PER INDEX 706-001

150 LF OF 6" WHITE (2'-4' SKIP)

6" DBL YELLOW WITH YELLOW/YELLOW RPMs @ 40' O.C.

SPECIAL EMPHASIS CROSSWALK MARKINGS PER INDEX 711-001-1 (10' WIDTH) (TYP.)

SPECIAL EMPHASIS CROSSWALK MARKINGS PER INDEX 711-001-1 (TYP.)

6" WHITE BIKE LANE MARKINGS

24" WHITE

6" YELLOW

6" WHITE

6" DBL YELLOW WITH YELLOW/YELLOW RPMs @ 40' O.C.

EXIST. R/W

6" WHITE

+36.00
MATCH EXIST. PAV'T MARKINGS

STA. 26+00
BEGIN SIGNING AND PAVEMENT MARKINGS

PRIVATE SIGN TO REMAIN

EXIST. R/W

STA. 26+40 — 700-1-50

STA. 26+65 — 700-1-50

STA. 155+85 — R1-1 — 30" X 30" — 700-1-11

700-1-60

STA. 350+42 — R1-1 30" X 30" — R3-2 24" X 24" — 700-1-12

STA. 30+59 — R1-1 — 30" X 30" — 700-1-11

STA. 26+00 — R2-1 — 24" X 30" — 700-1-11

STA. 27+91 — R1-1 — 30" X 30" — 700-1-11

STA. 29+19 — R1-1 — 30" X 30" — 700-1-11

STA. 154+19 — R1-1 — 30" X 30" — 700-1-11

STA. 154+02 — R1-1 — 30" X 30" — 700-1-11

STA. 154+98 — R1-1 — 30" X 30" — 700-1-11

700-1-60

700-2-60

STA. 351+00 — W14-2 — 30" X 30" — 700-1-11

+46.85 +49.30 +63.97 +66.55 +75.25 +21.69 +22.90 +39.29 +27.53 +45.88 +39.00 +38.00 +98.03 +48.63 +27.12 +02.32 +69.77 +94.33 +48.03 +13.44 +84.36 +90.44 +86.07 +34.36

BIKE LANE MARKINGS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

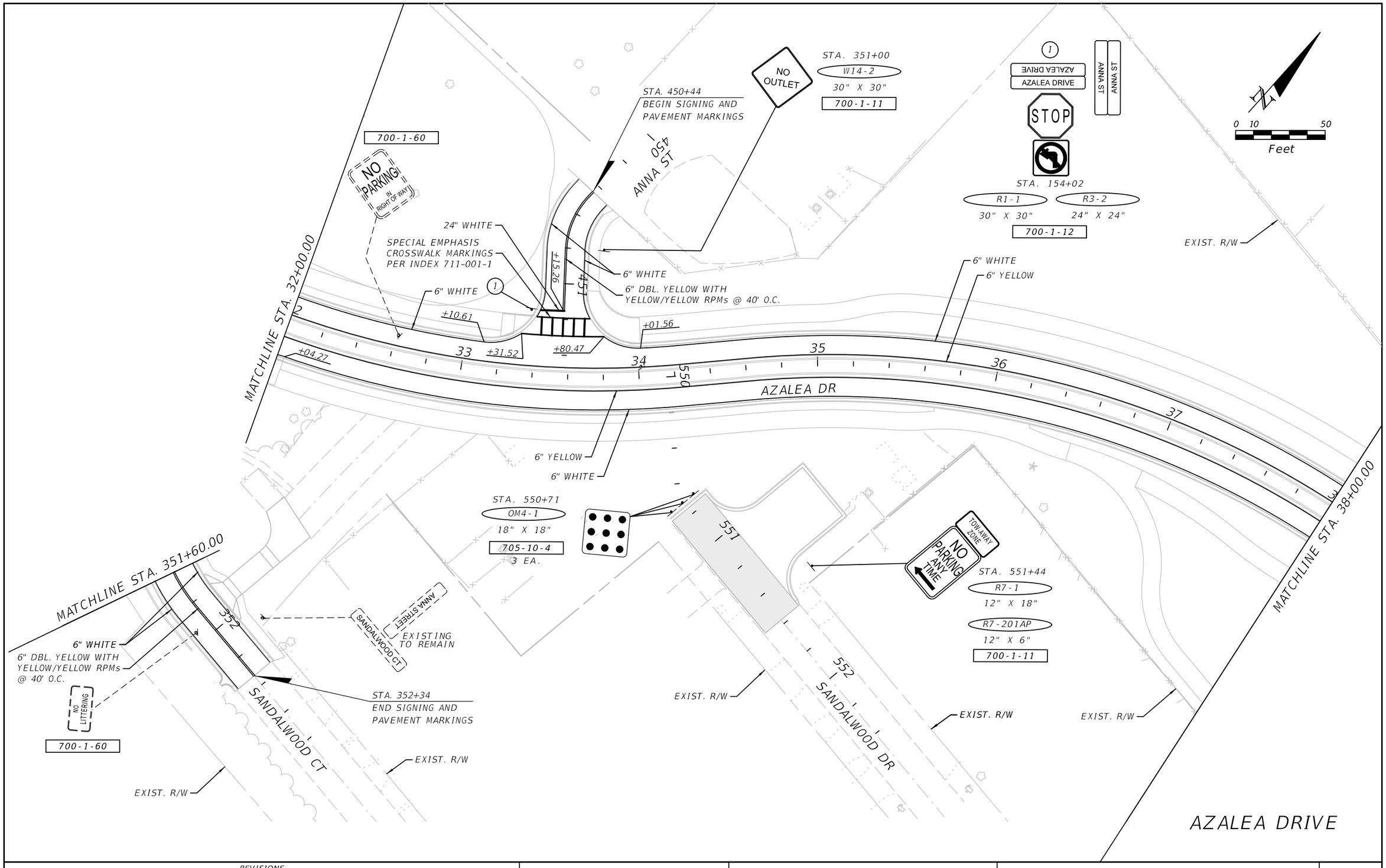
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO. S-4

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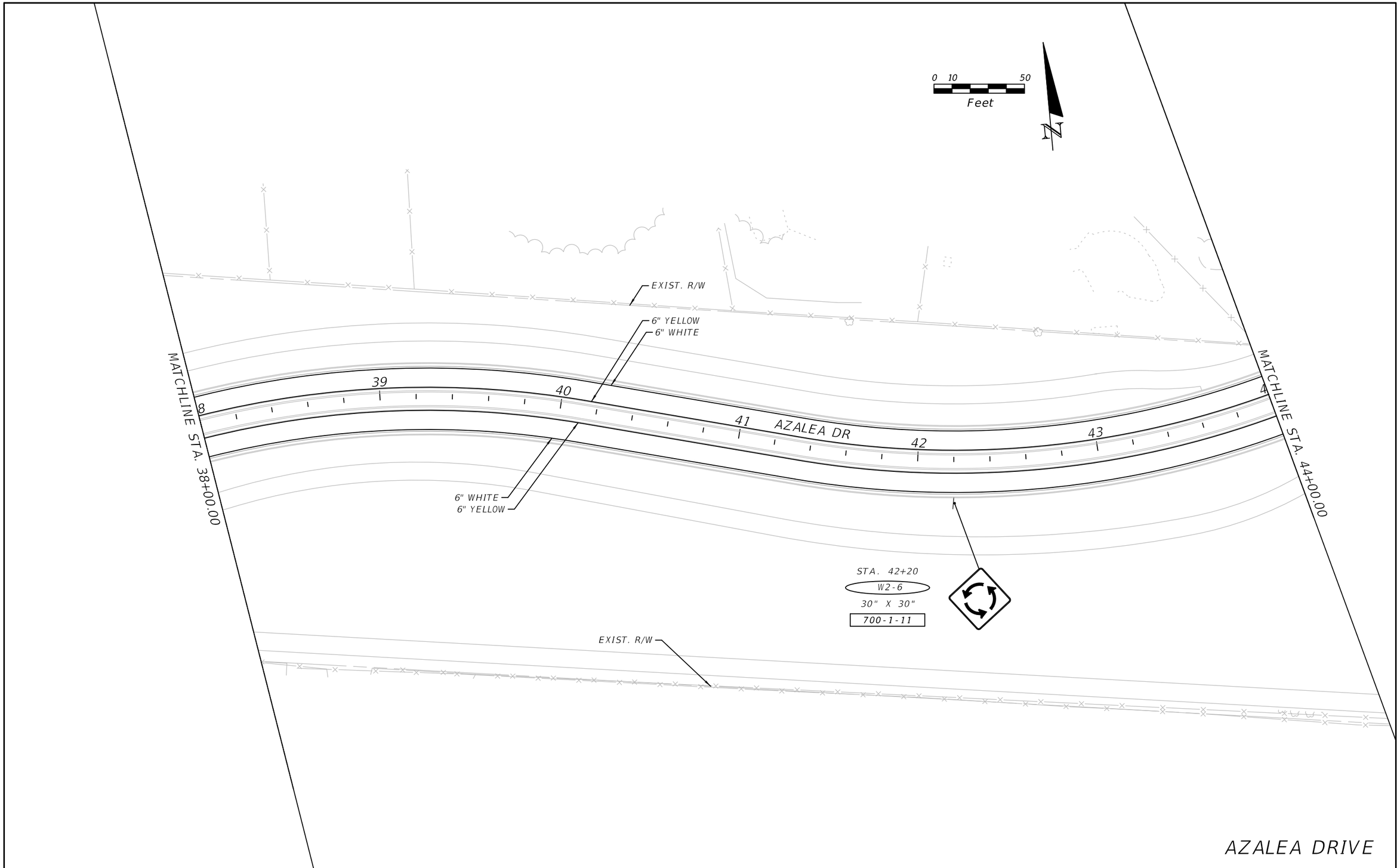
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN		SIGNING & PAVEMENT MARKINGS	SHEET NO.
COUNTY	CONSTRUCTION PLANS FOR:		
OKALOOSA	DESTIN CROSS TOWN CONNECTOR		S-5

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

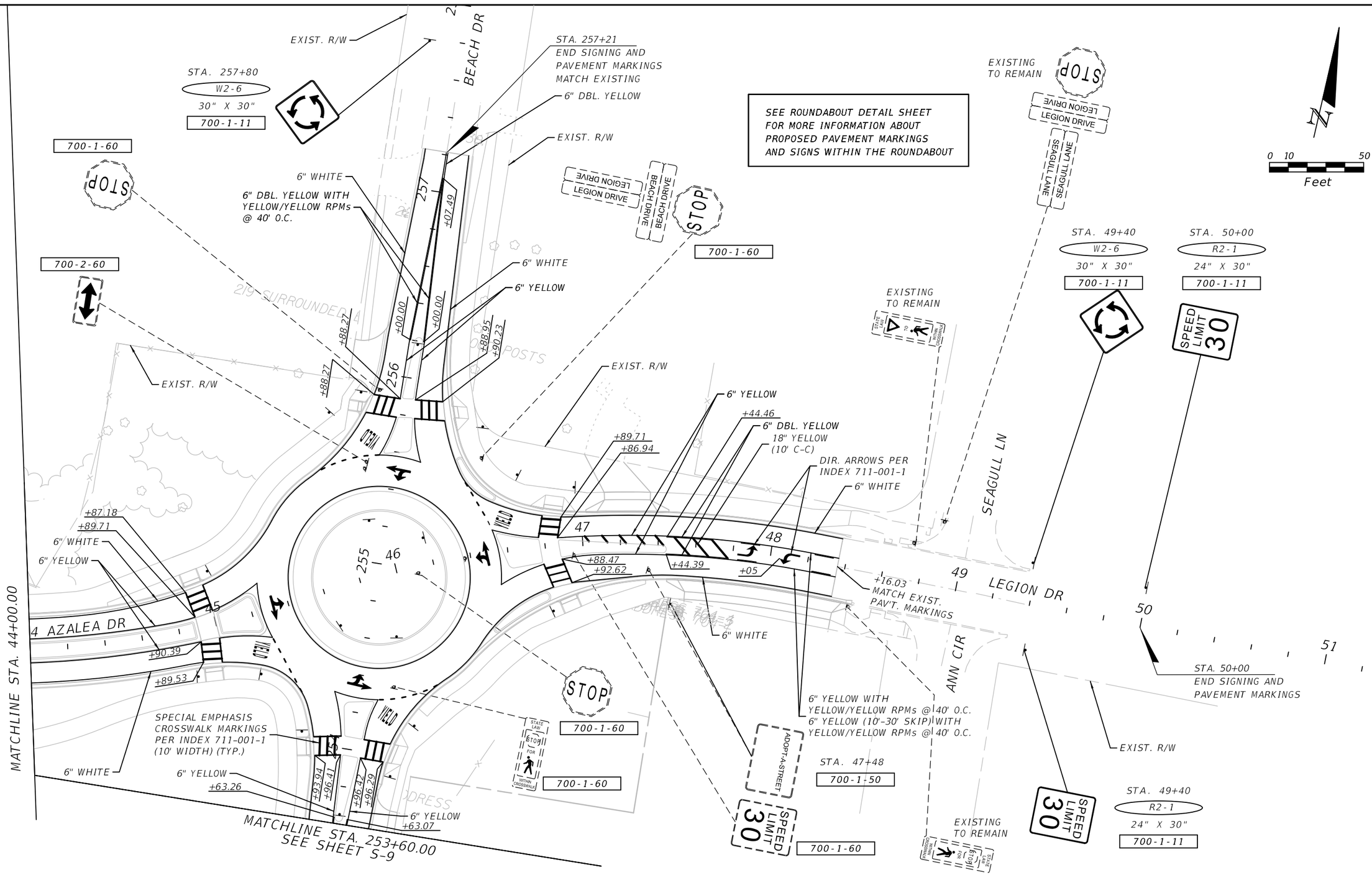
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REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNING & PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		S-6
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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AZALEA DRIVE / LEGION DRIVE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

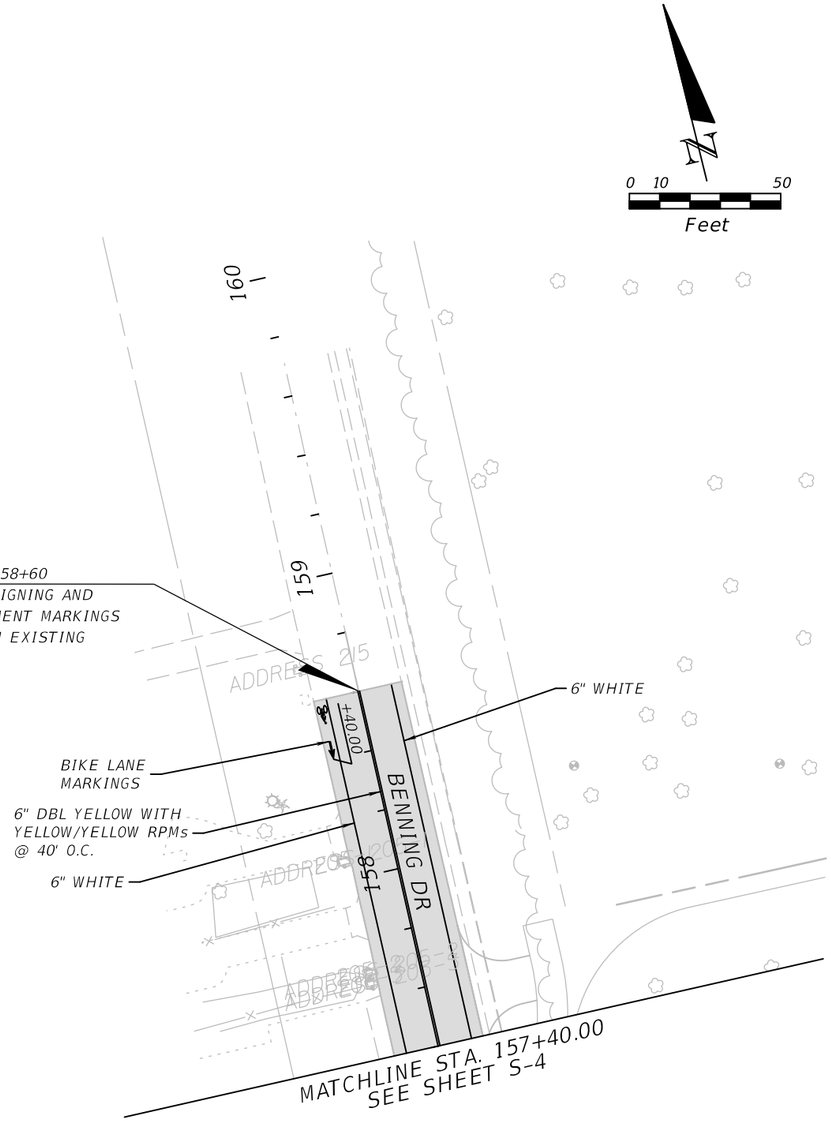
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

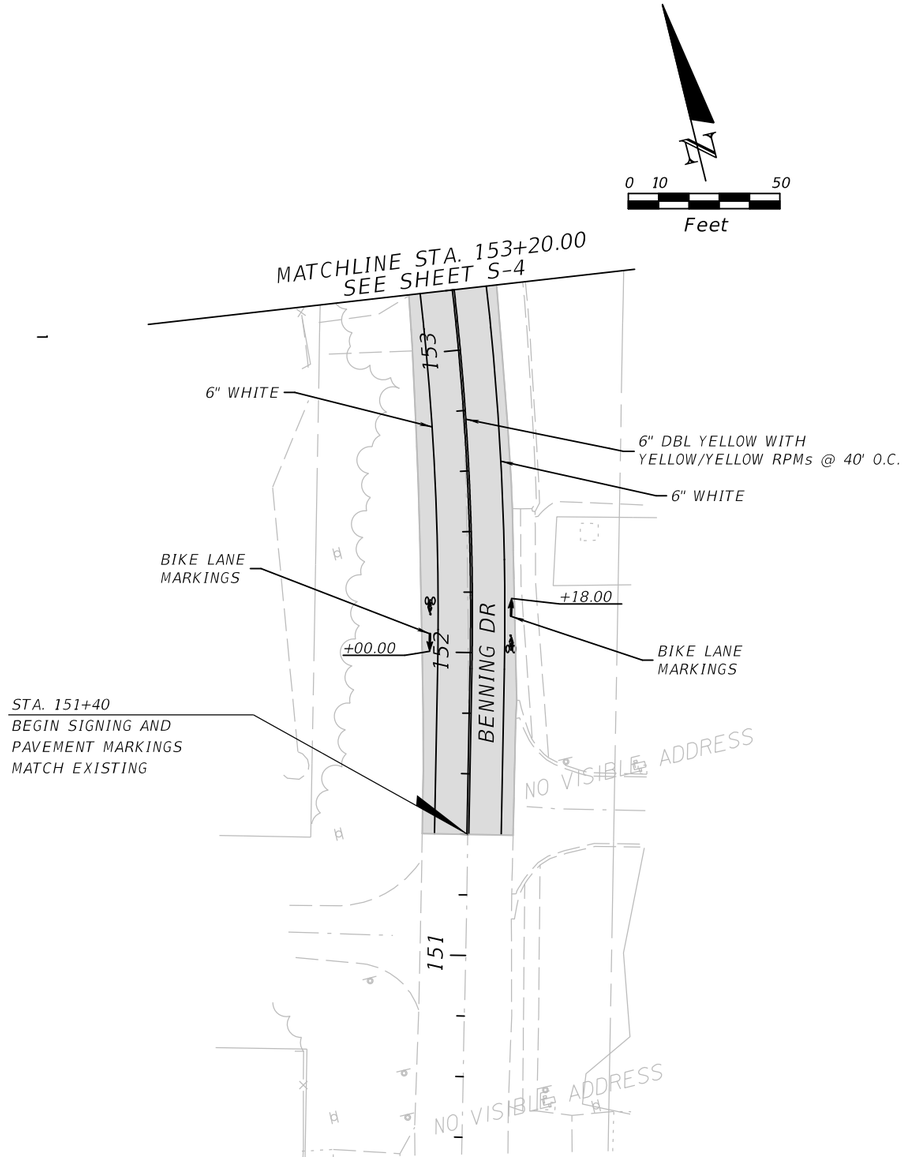
SHEET NO. S-7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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BENNING DRIVE



BENNING DRIVE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

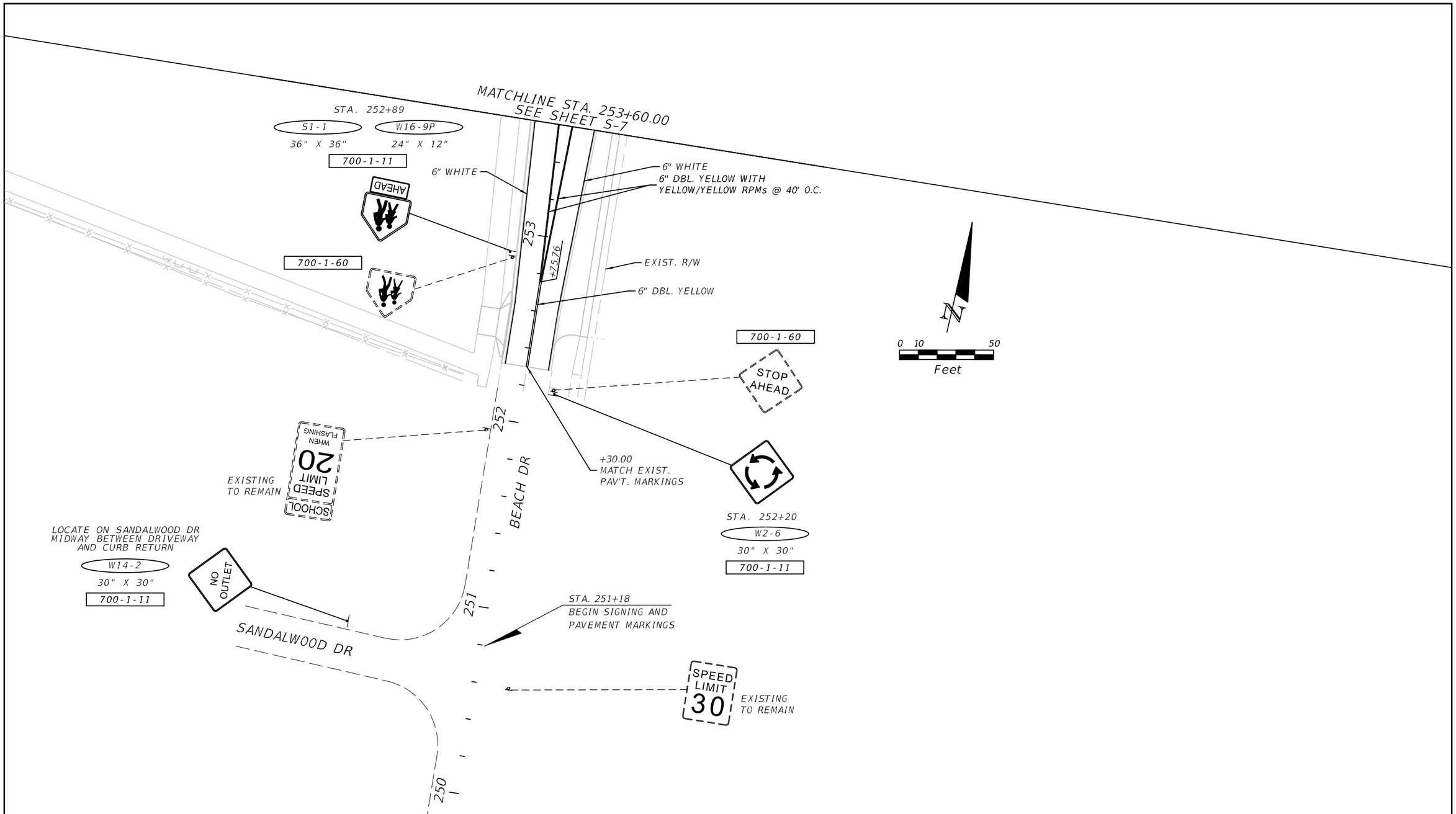
CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO. S-8

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BEACH DRIVE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

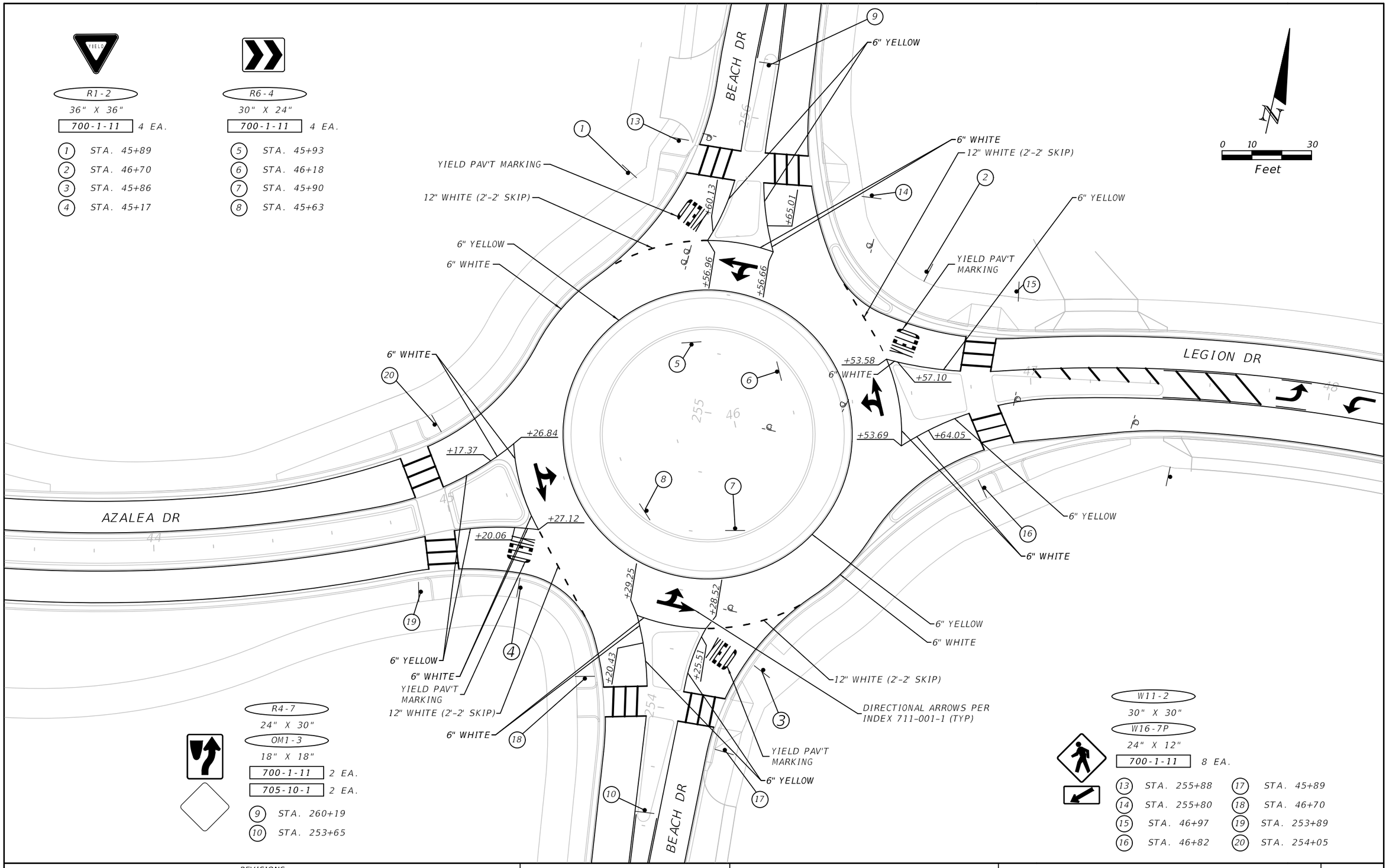
CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNING & PAVEMENT MARKINGS

SHEET NO. S-9

USER: tayl4789 10/31/2022 10:13:11 PM c:\pw_work\atknaf101\tayl4789\dms76952\PLANSP05.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



R1-2
36" X 36"
700-1-11 4 EA.

1 STA. 45+89
2 STA. 46+70
3 STA. 45+86
4 STA. 45+17

R6-4
30" X 24"
700-1-11 4 EA.

5 STA. 45+93
6 STA. 46+18
7 STA. 45+90
8 STA. 45+63

R4-7
24" X 30"
OM1-3
18" X 18"
700-1-11 2 EA.
705-10-1 2 EA.

9 STA. 260+19
10 STA. 253+65

W11-2
30" X 30"
W16-7P
24" X 12"
700-1-11 8 EA.

13 STA. 255+88
14 STA. 255+80
15 STA. 46+97
16 STA. 46+82
17 STA. 45+89
18 STA. 46+70
19 STA. 253+89
20 STA. 254+05

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

ROUNDABOUT DETAIL

SHEET NO. S-10

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

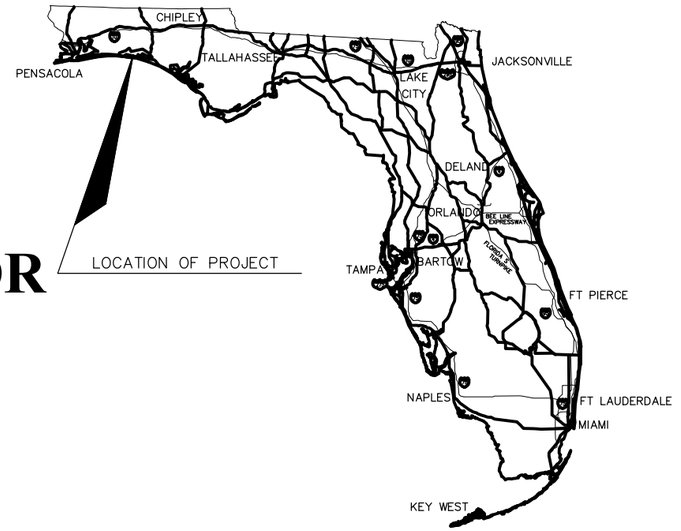
CITY OF DESTIN
INSPECTION DIVISION
APPROVED
DATE: 09/25/2024

CITY OF DESTIN, FLORIDA

CONSTRUCTION PLANS

FOR

DESTIN CROSS TOWN CONNECTOR ROADWAY PROJECT



LIGHTING PLANS

INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
E-001	COVER SHEET
E-002	SUMMARY OF LIGHTING
E-003	ELECTRICAL LEGEND & NOTES
E-004	PANEL SCHEDULES & SPECIFICATIONS
E-005	LIGHTING SCHEDULE & DETAILS
E-100	STREET LIGHTING PLAN A-B
E-101	STREET LIGHTING PLAN C-D
E-102	STREET LIGHTING PLAN E-F
E-103	STREET LIGHTING PLAN G-H

LIGHTING SHOP DRAWINGS TO BE SUBMITTED TO:

PREPARED BY:

ATKINS NORTH AMERICA, INC.
2114 Airport Blvd, Suite 1450
Pensacola, Florida 32504
Phone No. 850.478.9844
Certificate of Authorization # 24

BAGWELL ENGINEERING, INC.
216 E. Government St.
Pensacola, Florida 32502
Phone No. 850.462-8040
Fl Authorization # 30167

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

100% PLANS
NOVEMBER 2022

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

LIGHTING PLANS ENGINEER OF RECORD: DAVID M. BAGWELL, P.E.

P.E. NO.: 59251

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST CITY OF DESTIN LAND DEVELOPMENT CODE AND FDOT STANDARDS & SPECIFICATIONS.

SHEET NO. E-001

CITY OF DESTIN
BUILDING DIVISION
APPROVED
DATE:
09/25/2024

SUMMARY OF LIGHTING

ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS							
			E-100		E-101		E-102		E-103	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
630-2-11	CONDUIT IN OPEN TRENCH	LF	1350		1500		1600		1150	
639-1-122	NEW UNDERGROUND ELECTRIC POWER SERVICE WITH METER BASE	AS	1		–		–		1	
639-2-1	ELECTRIC SERVICE WIRE	LF	300		–		–		300	
715-1-11	LIGHTING-CONDUCTORS	LF	4050		4500		4800		3450	
715-4-215	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION)	EA	16		17		17		14	
715-5-31	LUMINAIRE & BRACKET ARM	EA	16		17		17		15	
715-500-1	LIGHT POLE CABLE DISTRIBUTION SYSTEM	EA	16		17		17		14	

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
		100044431

SUMMARY OF LIGHTING

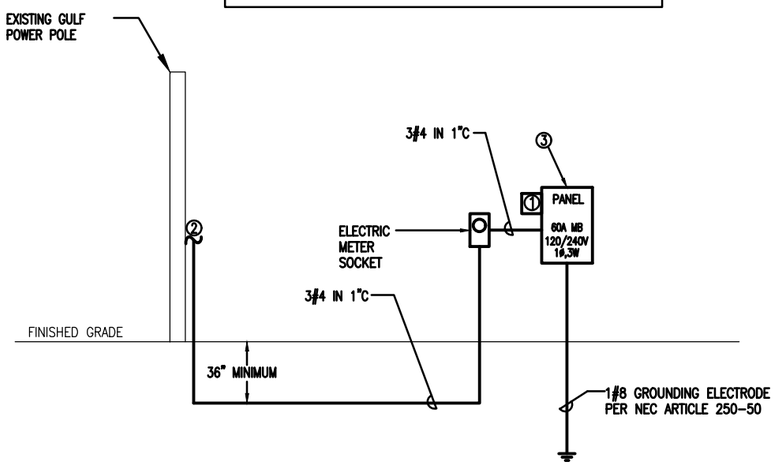
SHEET NO.
E-002

CITY OF DESTIN
BUILDING DIVISION
APPROVED
DATE: 09/25/2024

ELECTRICAL GENERAL NOTES

1. GENERAL CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES. FAILURE TO DO SO INDICATES THAT THE CONTRACTOR ACCEPTS THE CONDITIONS AS THEY EXIST, AND SHALL PERFORM THE WORK REQUIRED AS SHOWN AND SPECIFIED.
2. FURNISH ALL EQUIPMENT AND LABOR, PERFORM ALL LABOR WITH SUPERVISION, BEAR ALL EXPENSES, AS NECESSARY FOR THE SATISFACTORY COMPLETION OF ALL WORK READY FOR OPERATION.
3. COMPLY WITH ALL LOCAL CODE, LAWS, AND ORDINANCES APPLICABLE TO ELECTRICAL WORK, THE STATE BUILDING CODE, THE NATIONAL ELECTRIC CODE, AND UFC PUBLICATIONS. OBTAIN ALL PERMITS REQUIRED BY LOCAL ORDINANCES.
4. THE GENERAL CONTRACTOR SHALL NOTIFY THE CONTRACT MANAGER IMMEDIATELY OF ANY CONFLICTS/DISCREPANCIES BETWEEN DISCIPLINES BEFORE ORDERING EQUIPMENT/MATERIALS.
5. ALL CONDUCTORS INDICATED ON PLAN SHALL BE COPPER UNLESS NOTED OTHERWISE.
6. ALL ELECTRICAL WORK AND MATERIALS USED IN THIS PROJECT SHALL BE NEW, UNDERWRITERS' LABORATORIES (UL) LISTED AND LABELED, AND SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
7. THE CONDUIT SYSTEMS UTILIZED SHALL BE AS FOLLOWS:
   A) BELOW GRADE – PVC SCHEDULE 80
   B) TRANSITIONS FROM BELOW GRADE (WHICH SHALL INCLUDE A 'RSC' FACTORY 90 DEGREE ELBOW) TO ABOVE GRADE AND/OR THRU SLAB – RIGID GALVANIZED STEEL (RGS)
8. ALL NEW CONDUITS RUN UNDERGROUND SHALL HAVE A MINIMUM BURIAL DEPTH OF 36" UNLESS NOTED OTHERWISE
9. WHERE CONFLICTS OCCUR ON ELECTRICAL DRAWINGS BETWEEN DRAWINGS, SPECIFICATIONS AND CODES, THE MOST STRINGENT REQUIREMENT THAT APPLIES SHALL BE ADHERED TO.
10. COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION.
11. ALL FINISHES AND COLORS SHALL BE APPROVED BY CITY OF DESTIN PRIOR TO ORDERING MATERIALS.
12. ALL GROUNDING SHALL BE IN ACCORDANCE WITH NEC.
13. ALL WIRING FOR LIGHTING CIRCUITS SHALL BE A MINIMUM OF #10 AWG COPPER UNLESS NOTED OTHERWISE.
14. ALL PANELBOARDS SHALL BE IN STAINLESS STEEL ENCLOSURES.
15. MINIMUM CONDUIT SIZE FOR LIGHTING CIRCUITS SHALL BE 1".

ELECTRICAL CONTRACTOR SHALL INCLUDE ALL REQUIRED UTILITY FEES IN THEIR BID.



TYPICAL POWER RISER DIAGRAM

NOT TO SCALE

SITE POWER RISER DIAGRAM KEYNOTES:

① SURGE SUPPRESSOR;

② 3#4 IN 1"C; COORDINATE EXACT CONNECTION WITH GULF POWER PRIOR TO CONSTRUCTION.

③ LOCKABLE STAINLESS STEEL NEMA 3R ENCLOSURE

ELECTRICAL LEGEND

BRANCH CIRCUITING

RUN UNDERGROUND

LA-1 — HOMERUN TO PANEL. ANY CIRCUIT WITHOUT FURTHER IDENTIFICATION INDICATES 2 #10, 1 #10 GROUND – 1" C; 3 #10, 1 #10 GROUND – 1" C; 4 #10, 1 #10 GROUND – 3/4" C; ETC. AS PER NEC. LETTERS AND NUMERALS INDICATE PANEL AND CIRCUIT NUMBER

LIGHTING

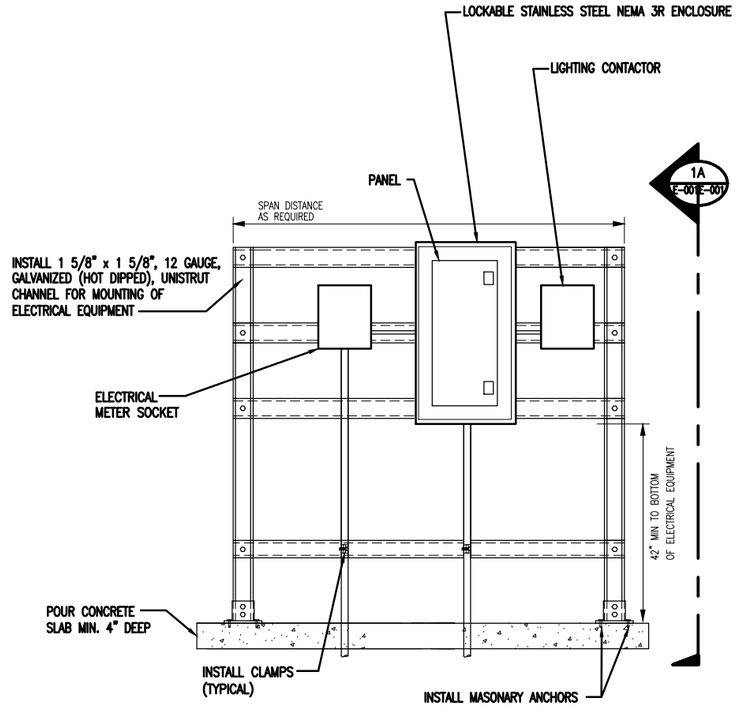
POLE MOUNTED LED LIGHTING FIXTURE

PANELS AND POWER

120/240V PANELBOARD. SEE TYPICAL PANEL MOUNTING DETAIL THIS SHEET.

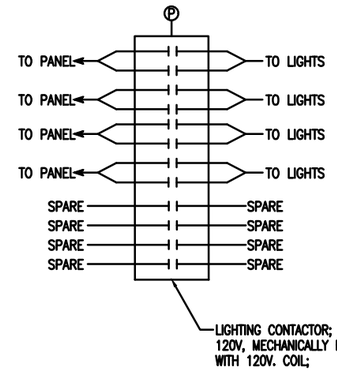
MISCELLANEOUS

C.	CONDUIT
EMT	ELECTRICAL METALLIC TUBING
GND.	GROUND
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
LFMC	LIQUID FLEXIBLE METAL CONDUIT
MTD.	MOUNTED
PVC	POLYVINYL CHLORIDE
RSC	RIGID STEEL CONDUIT
RGS	RIGID GALVANIZED STEEL
U.N.O.	UNLESS NOTED OTHERWISE
V.	VOLTS
WP	WEATHERPROOF



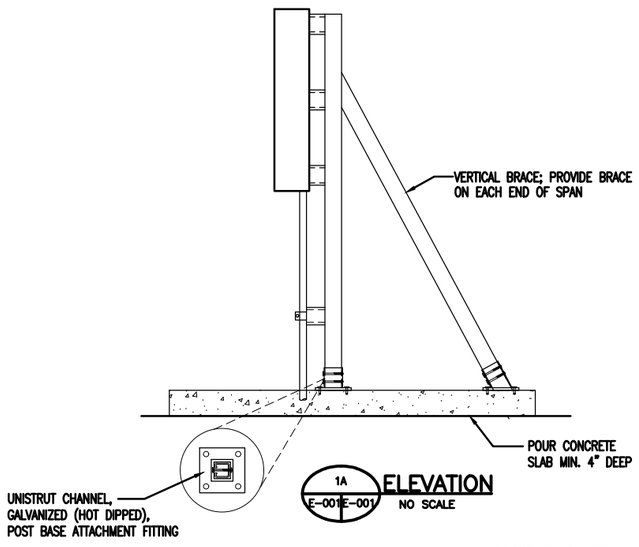
TYPICAL PANEL MOUNTING DETAIL

NOT TO SCALE



TYPICAL LIGHTING CONTROL DIAGRAM

NOT TO SCALE



100% SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO. E-003

CITY OF DESTIN
BUILDING DIVISION
APPROVED
DATE: 09/25/2024

120/240 VOLT 1ø 3W
60 AMP MAIN BREAKER

CIRCUIT BREAKER PANEL SCHEDULE LA1

UNISTRUT MOUNTED
NEMA 3R ENCLOSURE

CKT	LOAD DESCRIPTION	BREAKER POLE	BREAKER AMP	LOAD KVA		BREAKER AMP	BREAKER POLE	LOAD DESCRIPTION	CKT
1	LIGHTS	2	20	1.92	1.15	20	2	LIGHTS	2
3									4
5	LIGHTS	2	20	1.28	1.79	20	2	LIGHTS	6
7									8
9	LIGHTING CONTACTOR	1	20			20	2	SPARE	10
11	SPACE ONLY	–	––						12
13	SPACE ONLY	–	––			––	–	SPACE ONLY	14
15	SPACE ONLY	–	––			––	–	SPACE ONLY	16
17	SPACE ONLY	–	––			––	–	SPACE ONLY	18
9	SPACE ONLY	–	––			––	–	SPACE ONLY	10
11	SPACE ONLY	–	––			30	2	SURGE SUPPRESSOR	12
13	SPACE ONLY	–	––						14

TOTAL CONNECTED LOAD: 6.14 kVA
MINIMUM INTERRUPTING CAPACITY: 10,000 AMPS SYMMETRICAL

120/240 VOLT 1ø 3W
60 AMP MAIN BREAKER

CIRCUIT BREAKER PANEL SCHEDULE LA2

UNISTRUT MOUNTED
NEMA 3R ENCLOSURE

CKT	LOAD DESCRIPTION	BREAKER POLE	BREAKER AMP	LOAD KVA		BREAKER AMP	BREAKER POLE	LOAD DESCRIPTION	CKT
1	LIGHTS	2	20	1.41	1.02	20	2	LIGHTS	2
3									4
5	LIGHTS	2	20	1.41		20	2	SPARE	6
7									8
9	LIGHTING CONTACTOR	1	20			––	–	SPACE ONLY	10
11	SPACE ONLY	–	––			––	–	SPACE ONLY	12
13	SPACE ONLY	–	––			––	–	SPACE ONLY	14
15	SPACE ONLY	–	––			––	–	SPACE ONLY	16
17	SPACE ONLY	–	––			––	–	SPACE ONLY	18
9	SPACE ONLY	–	––			––	–	SPACE ONLY	10
11	SPACE ONLY	–	––			30	2	SURGE SUPPRESSOR	12
13	SPACE ONLY	–	––						14

TOTAL CONNECTED LOAD: 3.58 kVA
MINIMUM INTERRUPTING CAPACITY: 10,000 AMPS SYMMETRICAL

CONDUIT SPECIFICATIONS

1. RIGID METAL CONDUIT SHALL COMPLY WITH UL 6.

2. PVC CONDUIT FOR FOR DIRECT BURIAL SHALL BE SCHEDULE 80 AND COMPLY WITH UL 651 AND NEMA TC 2.

3. RUN CONDUIT IN STRAIGHT LINES EXCEPT WHERE A CHANGE OF DIRECTION IS NECESSARY. PROVIDE NUMBERS AND SIZES OF DUCTS AS INDICATED.

4. PERFORM CHANGES IN DUCTBANK DIRECTION AS FOLLOWS:

   A. SHORT-RADIUS MANUFACTURED 90-DEGREE DUCT BENDS MAY BE USED ONLY FOR POLE OR EQUIPMENT RISERS, UNLESS SPECIFICALLY INDICATED AS ACCEPTABLE.

   B. THE MINIMUM MANUFACTURED BEND RADIUS MUST BE 18 INCHES

   C. AS AN EXCEPTION TO THE BEND RADIUS REQUIRED ABOVE, PROVIDE FIELD MANUFACTURED LONGSWEEP BENDS HAVING A MINIMUM RADIUS OF 25 FEET FOR A CHANGE OF DIRECTION OF MORE THAN 5 DEGREES, EITHER HORIZONTALLY OR VERTICALLY, USING A COMBINATION OF CURVED AND STRAIGHT SECTIONS. MAXIMUM MANUFACTURED CURVED SECTIONS: 30 DEGREES.

5. DUCTS MUST BE KEPT CLEAN OF CONCRETE, DIRT, OR FOREIGN SUBSTANCES DURING CONSTRUCTION. FIELD CUTS REQUIRING TAPERS MUST BE MADE WITH PROPER TOOLS AND MATCH FACTORY TAPERS. A COUPLING RECOMMENDED BY THE DUCT MANUFACTURER MUST BE USED WHENEVER AN EXISTING DUCT IS CONNECTED TO A DUCT OF DIFFERENT MATERIAL OR SHAPE. DUCTS MUST BE STORED TO AVOID WARPING AND DETERIORATION WITH ENDS SUFFICIENTLY PLUGGED TO PREVENT ENTRY OF ANY WATER OR SOLID SUBSTANCES. DUCTS MUST BE THOROUGHLY CLEANED BEFORE BEING LAID. PLASTIC DUCTS MUST BE STORED ON A FLAT SURFACE AND PROTECTED FROM THE DIRECT RAYS OF THE SUN.

6. DRAW A STIFF BRISTLE BRUSH THROUGH UNTIL CONDUIT IS CLEAR OF PARTICLES OF EARTH, SAND AND GRAVEL; THEN IMMEDIATELY INSTALL CONDUIT PLUGS.

5. DEPTHS TO TOP OF THE CONDUIT FOR BRANCH CIRCUITS MUST BE NOT LESS THAN 24 INCHES BELOW FINISHED GRADE. PROVIDE NOT LESS THAN 3 INCHES CLEARANCE FROM THE CONDUIT TO EACH SIDE OF THE TRENCH. GRADE BOTTOM OF TRENCH SMOOTH; WHERE ROCK, SOFT SPOTS, OR SHARP-EDGED MATERIALS ARE ENCOUNTERED, EXCAVATE THE BOTTOM FOR AN ADDITIONAL 3 INCHES, FILL AND TAMP LEVEL WITH ORIGINAL BOTTOM WITH SAND OR EARTH FREE FROM PARTICLES, THAT WOULD BE RETAINED ON A 1/4 INCH SIEVE. THE FIRST 6 INCH LAYER OF BACKFILL COVER MUST BE SAND COMPACTED AS PREVIOUSLY SPECIFIED. THE REST OF THE EXCAVATION MUST BE BACKFILLED AND COMPACTED IN< 3 TO 6 INCH LAYERS. PROVIDE RED 3 INCH WIDE DETECTABLE WARNING TAPE.

PANELBOARD SPECIFICATIONS

PANELBOARDS

PART 1 – GENERAL
1.1 SUMMARY
A. SECTION INCLUDES DISTRIBUTION PANELBOARDS AND LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS.
1.2 QUALITY ASSURANCE
A. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
B. COMPLY WITH NEMA PB 1.
C. COMPLY WITH NFPA 70.
1.3 WARRANTY
A. SPECIAL WARRANTY: MANUFACTURER'S STANDARD FORM IN WHICH MANUFACTURER AGREES TO REPAIR OR REPLACE TRANSIENT VOLTAGE SUPPRESSION DEVICES THAT FAIL IN MATERIALS OR WORKMANSHIP WITHIN SPECIFIED WARRANTY PERIOD.
1. WARRANTY PERIOD: FIVE YEARS FROM DATE OF SUBSTANTIAL COMPLETION.
PART 2 – PRODUCTS
2.1 GENERAL REQUIREMENTS FOR PANELBOARDS
A. ENCLOSURES: SURFACE-MOUNTED CABINETS.
1. RATED FOR ENVIRONMENTAL CONDITIONS AT INSTALLED LOCATION.
a. OUTDOOR LOCATIONS: NEMA 250, TYPE 3R, STAINLESS STEEL.
2. FRONT: SECURED TO BOX WITH CONCEALED TRIM CLAMPS.
3. HINGED FRONT COVER: ENTIRE FRONT TRIM HINGED TO BOX AND WITH STANDARD DOOR WITHIN HINGED TRIM COVER.
4. DIRECTORY CARD: INSIDE PANELBOARD DOOR, MOUNTED IN TRANSPARENT CARD HOLDER.
B. INCOMING MAINS LOCATION: TOP AND BOTTOM.
C. PHASE, NEUTRAL, AND GROUND BUSES: HARD-DRAWN COPPER, 98 PERCENT CONDUCTIVITY.
D. CONDUCTOR CONNECTORS: SUITABLE FOR USE WITH CONDUCTOR MATERIAL AND SIZES.
1. MATERIAL: HARD-DRAWN COPPER, 98 PERCENT CONDUCTIVITY.
2. MAIN AND NEUTRAL LUGS: MECHANICAL TYPE.
3. GROUND LUGS AND BUS CONFIGURED TERMINATORS: MECHANICAL TYPE.
4. FEED-THROUGH LUGS: MECHANICAL TYPE, SUITABLE FOR USE WITH CONDUCTOR MATERIAL. LOCATE AT OPPOSITE END OF BUS FROM INCOMING LUGS OR MAIN DEVICE.
5. SUBFEED (DOUBLE) LUGS: MECHANICAL TYPE SUITABLE FOR USE WITH CONDUCTOR MATERIAL. LOCATE AT SAME END OF BUS AS INCOMING LUGS OR MAIN DEVICE.
E. SERVICE EQUIPMENT LABEL: NRTL LABELED FOR USE AS SERVICE EQUIPMENT FOR PANELBOARDS WITH ONE OR MORE MAIN SERVICE DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES.
F. FUTURE DEVICES: MOUNTING BRACKETS, BUS CONNECTIONS, FILLER PLATES, AND NECESSARY APPURTENANCES REQUIRED FOR FUTURE INSTALLATION OF DEVICES.
G. PANELBOARD SHORT-CIRCUIT CURRENT RATING: RATED FOR SERIES-CONNECTED SYSTEM WITH INTEGRAL OR REMOTE UPSTREAM OVERCURRENT PROTECTIVE DEVICES AND LABELED BY AN NRTL. INCLUDE SIZE AND TYPE OF ALLOWABLE UPSTREAM AND BRANCH DEVICES, AND LISTED AND LABELED FOR SERIES-CONNECTED SHORT-CIRCUIT RATING BY AN NRTL.
H. PANELBOARD SHORT-CIRCUIT CURRENT RATING: FULLY RATED TO INTERRUPT SYMMETRICAL SHORT-CIRCUIT CURRENT AVAILABLE AT TERMINALS.
2.2 PERFORMANCE REQUIREMENTS
A. SURGE SUPPRESSION: FACTORY INSTALLED AS AN INTEGRAL PART OF INDICATED PANELBOARDS, COMPLYING WITH UL 1449 SPD TYPE 1.
2.3 PANELBOARDS
A. PANELBOARDS, AS SPECIFIED IN THIS ARTICLE, FALL UNDER REQUIREMENTS OF "POWER PANELBOARDS" IN NFPA 70.
B. PANELBOARDS: NEMA PB 1, POWER AND FEEDER DISTRIBUTION TYPE.
C. DOORS: SECURED WITH VAULT-TYPE LATCH WITH TUMBLER LOCK; KEYED ALIKE.
D. MAINS: CIRCUIT BREAKER.
E. BRANCH OVERCURRENT PROTECTIVE DEVICES: FOR CIRCUIT-BREAKER FRAME SIZES 125 A AND SMALLER: BOLT-ON CIRCUIT BREAKERS.
PART 3 – EXECUTION
3.1 INSTALLATION
A. RECEIVE, INSPECT, HANDLE, STORE AND INSTALL PANELBOARDS AND ACCESSORIES ACCORDING TO NECA 407.Z E
B. MOUNT TOP OF TRIM 90 INCHES (2286 MM) ABOVE FINISHED FLOOR UNLESS OTHERWISE INDICATED.
C. MOUNT PANELBOARD CABINET PLUMB AND RIGID WITHOUT DISTORTION OF BOX. MOUNT RECESSED PANELBOARDS WITH FRONTS UNIFORMLY FLUSH WITH WALL FINISH AND MATING WITH BACK BOX.
D. INSTALL OVERCURRENT PROTECTIVE DEVICES AND CONTROLLERS NOT ALREADY FACTORY INSTALLED.
1. SET FIELD-ADJUSTABLE, CIRCUIT-BREAKER TRIP RANGES.
F. INSTALL FILLER PLATES IN UNUSED SPACES.
G. STUB FOUR 1-INCH (27-GRC) EMPTY CONDUITS FROM PANELBOARD INTO ACCESSIBLE CEILING SPACE OR SPACE DESIGNATED TO BE CEILING SPACE IN THE FUTURE. STUB FOUR 1-INCH (27-GRC) EMPTY CONDUITS INTO RAISED FLOOR SPACE OR BELOW SLAB NOT ON GRADE.
H. ARRANGE CONDUCTORS IN GUTTERS INTO GROUPS AND BUNDLE AND WRAP WITH WIRE TIES.
I. COMPLY WITH NECA 1.
3.2 IDENTIFICATION
A. IDENTIFY FIELD-INSTALLED CONDUCTORS, INTERCONNECTING WIRING, AND COMPONENTS; PROVIDE WARNING SIGNS COMPLYING WITH SECTION 260553 "IDENTIFICATION FOR ELECTRICAL SYSTEMS."
B. CREATE A DIRECTORY TO INDICATE INSTALLED CIRCUIT LOADS AND INCORPORATING OWNER'S FINAL ROOM DESIGNATIONS. OBTAIN APPROVAL BEFORE INSTALLING. USE A COMPUTER OR TYPEWRITER TO CREATE DIRECTORY; HANDWRITTEN DIRECTORIES ARE NOT ACCEPTABLE.
C. PANELBOARD NAMEPLATES: LABEL EACH PANELBOARD
3.3 FIELD QUALITY CONTROL
A. PERFORM TESTS AND INSPECTIONS.
B. ACCEPTANCE TESTING PREPARATION:
1. TEST INSULATION RESISTANCE FOR EACH PANELBOARD BUS, COMPONENT, CONNECTING SUPPLY, FEEDER, AND CONTROL CIRCUIT.
2. TEST CONTINUITY OF EACH CIRCUIT.

CONDUCTOR SPECIFICATIONS

1. PROVIDE WIRES AND CABLES IN ACCORDANCE APPLICABLE REQUIREMENTS OF NFPA 70 AND UL FOR TYPE OF INSULATION, JACKET, AND CONDUCTOR SPECIFIED OR INDICATED. DO NOT USE WIRES AND CABLES MANUFACTURED MORE THAN 12 MONTHS PRIOR TO DATE OF DELIVERY TO SITE.

2. PROVIDE THE FOLLOWING:
   a. CONDUCTOR SIZES AND CAPACITIES SHOWN ARE BASED ON COPPER, UNLESS INDICATED OTHERWISE.
   b. CONDUCTORS NO. 8 AWG AND LARGER DIAMETER: STRANDED.
   c. CONDUCTORS NO. 10 AWG AND SMALLER DIAMETER: SOLID.

3. ALL CONDUCTORS SHALL BE COPPER.

4. PROVIDE MINIMUM CONDUCTOR SIZE IN ACCORDANCE WITH THE FOLLOWING:
   a. BRANCH CIRCUITS: NO. 10 AWG.

5. PROVIDE COLOR CODING FOR BRANCH CIRCUIT CONDUCTORS.

   5.1 PROVIDE COLOR CODING OF GROUND AND NEUTRAL CONDUCTORS AS FOLLOWS:
   a. GROUNDING CONDUCTORS: GREEN.

   5.2 PROVIDE COLOR CODING OF UNGROUNDED CONDUCTORS IN DIFFERENT VOLTAGE SYSTEMS AS FOLLOWS:
   a. PHASE A – BLACK
   b. PHASE B – RED

6. UNLESS SPECIFIED OR INDICATED OTHERWISE OR REQUIRED BY NFPA 70, PROVIDE POWER AND LIGHTING WIRES RATED FOR 600-VOLTS, TYPE XHHW CONFORMING TO UL 44, EXCEPT THAT GROUNDING WIRE MAY BE TYPE TW CONFORMING TO UL 83; REMOTE-CONTROL AND SIGNAL CIRCUITS: TYPE TW OR TF, CONFORMING TO UL 83. WHERE LIGHTING FIXTURES REQUIRE 90-DEGREE CENTIGRADE (C) CONDUCTORS, PROVIDE ONLY CONDUCTORS WITH 90-DEGREE C INSULATION OR BETTER.

7. BONDING CONDUCTORS SHALL BE ASTM B1, SOLID BARE COPPER WIRE FOR SIZES NO. 8 AWG AND SMALLER DIAMETER; ASTM B8, CLASS B, STRANDED BARE COPPER WIRE FOR SIZES NO. 6 AWG AND LARGER DIAMETER.

8. PROVIDE INSULATED CONDUCTORS INSTALLED IN EMT, EXCEPT WHERE SPECIFICALLY INDICATED OR SPECIFIED OTHERWISE OR REQUIRED BY NFPA 70 TO BE INSTALLED OTHERWISE. GROUNDING CONDUCTOR: SEPARATE FROM ELECTRICAL SYSTEM NEUTRAL CONDUCTOR. PROVIDE INSULATED GREEN EQUIPMENT GROUNDING CONDUCTOR FOR CIRCUIT(S) INSTALLED IN CONDUIT AND RACEWAYS. MINIMUM CONDUIT SIZE: 1/2 INCH IN DIAMETER. FIRESTOP CONDUIT WHICH PENETRATES FIRE-RATED WALLS, FIRE-RATED PARTITIONS AS REQUIRED.

9. SPLICES OF LOW-VOLTAGE CONDUCTORS ARE NOT ALLOWED.

DIRECTIONAL BORING SPECIFICATIONS

1. UTILIZE HDPE CONDUIT FOR DIRECTIONAL BORING.

2. HDPE SHALL BE SMOOTHWALL, APPROVED/LISTED FOR DIRECTIONAL BORING, MINIMUM SCHEDULE 80, ASTM F2160, NEMA TC 7.

3. DEPTHS TO THE TOP OF THE CONDUIT MUST NOT BE LESS THAN 24 INCHES IN PAVEMENT- OR NON-PAVEMENT-COVERED AREAS.

100% SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

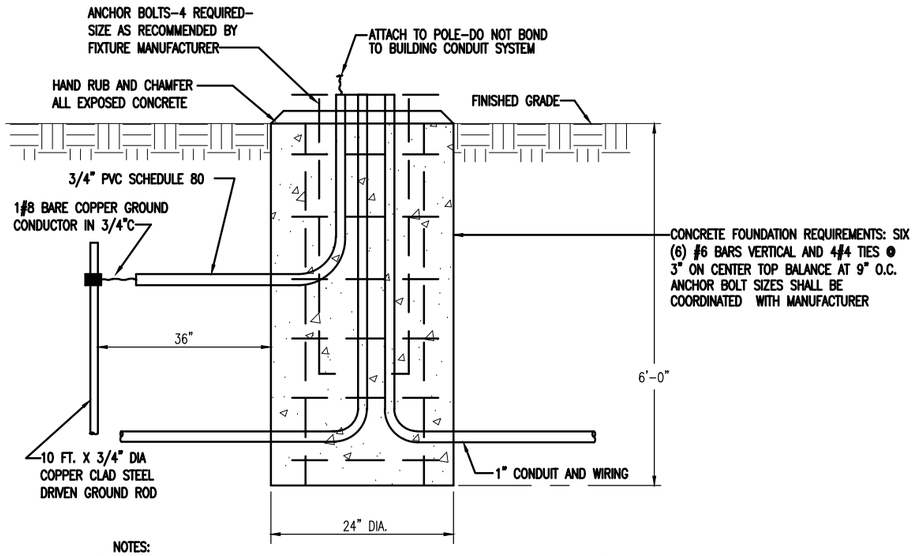
ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO.
E-004

CITY OF DESTIN
BUILDING DIVISION
APPROVED
DATE:
09/25/2024



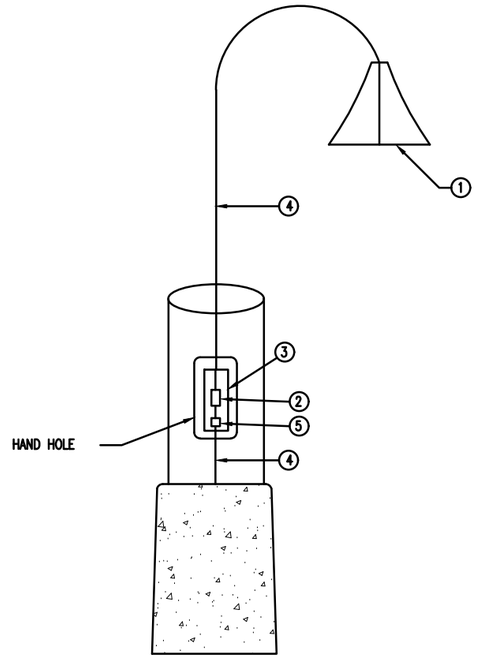
NOTES:
– INSTALL CONCRETE POLE BASE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS
– VERIFY BOLT CIRCLE PATTERN WITH MANUFACTURER

CONCRETE POLE BASE DETAIL FOR FIXTURE 'LP'

NOT TO SCALE

STRUCTURAL CALCULATIONS

DETAILS PROVIDED ARE FOR REFERENCE ONLY TO AID CONTRACTOR IN BIDDING. ELECTRICAL CONTRACTOR SHALL FURNISH DETAILED STRUCTURAL CALCULATIONS FOR EXACT POLE AND LIGHT FIXTURE COMBINATION TO BE INSTALLED.



ITEM #	DESCRIPTION
①	LED FIXTURE; SEE LIGHTING FIXTURE SCHEDULE FOR EXACT FIXTURE
②	SURGE SUPPRESSOR
③	HANDHOLE
④	#10 WIRING TO LIGHT FIXTURE
⑤	IN–LINE FUSE HOLDER, AND RATED FOR 600V. WIRE CONNECTIONS IN THE FUSE HOLDERS SHALL BE COPPER SETSCREW TYPE. FUSED CONNECTIONS SHALL UTILIZE FNQ 10A TIME DELAY FUSE RATED FOR 500V IN ACCORDANCE WITH FDOT REQUIREMENTS. FUSE HOLDERS SHALL BE WATER RESISTANT OR SUBMERSIBLE RATED.

POLE WIRING DETAIL

NOT TO SCALE

FEATURES
POLE TYPE: NOMINAL 15' ROUND FLUTED ALUMINUM POLE

MOUNTING: STANDARD POLE MOUNT

BASE: DECORATIVE FLUTED CAST ALUMINUM BASE COVER NOMINAL 29" HEIGHT

NOMINAL DIMENSIONS: NOM OD – 5"; WALL THICKNESS – 0.208"

GENERAL DESCRIPTION
HOUSING: FLUTED ALUMINUM POLE WITH 4–BOLT ANCHOR BASE AND TENON TOP

ELECTRICAL: POLE SHALL HAVE FACTORY HANDHOLE

FINISH: BLACK

OTHER: FURNISH WITH POLE CAP



FLUTED ALUMINUM POLE

FEATURES
LAMP TYPE: LED 4000K
LUMEN MAINTENANCE: L70 PER LM–80 >100,000 HRS

MOUNTING: TOP ARM MOUNT

LED DRIVER RATING: IP66

WARRANTY: 5–YEAR LIMITED WARRANTY

(21" DIA X 15" H) NOM. DIMENSIONS

GENERAL DESCRIPTION
HOUSING: DIE–CAST ALUMINUM. TOOL–LESS ACCESS

ELECTRICAL: UNIVERSAL VOLTAGE

FINISH: BLACK

OTHER: UL LISTED WET LOCATION, INTEGRAL SURGE PROTECTOR, INTEGRAL RECEPTACLE WITH PHOTOCELL

LED POLE MOUNT AREA LIGHT MARK 'LP'

LIGHTING FIXTURE SCHEDULE

MARK	BASIS OF DESIGN	LAMPS No.	LAMPS TYPE	MOUNTING	REMARKS
PL	PHILIPS HADCO CXF6–80–G2–T–A–5–NA–5–SP2–N		LED	POLE MOUNTED 20' ABOVE GRADE	13,000 LUMEN FIXTURE, TYPE 5 DISTRIBUTION, 4000K, 240V, INTEGRAL PHOTOCELL, TYPE V DISTRIBUTION, 128 WATTS
POLE				CONCRETE POLE BASE SEE DETAIL	15' ROUND ALUMINUM POLE

NOTES:
– ALL FIXTURES MUST BE APPROVED BY THE CITY OF DESTIN PRIOR TO ORDERING

100% SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
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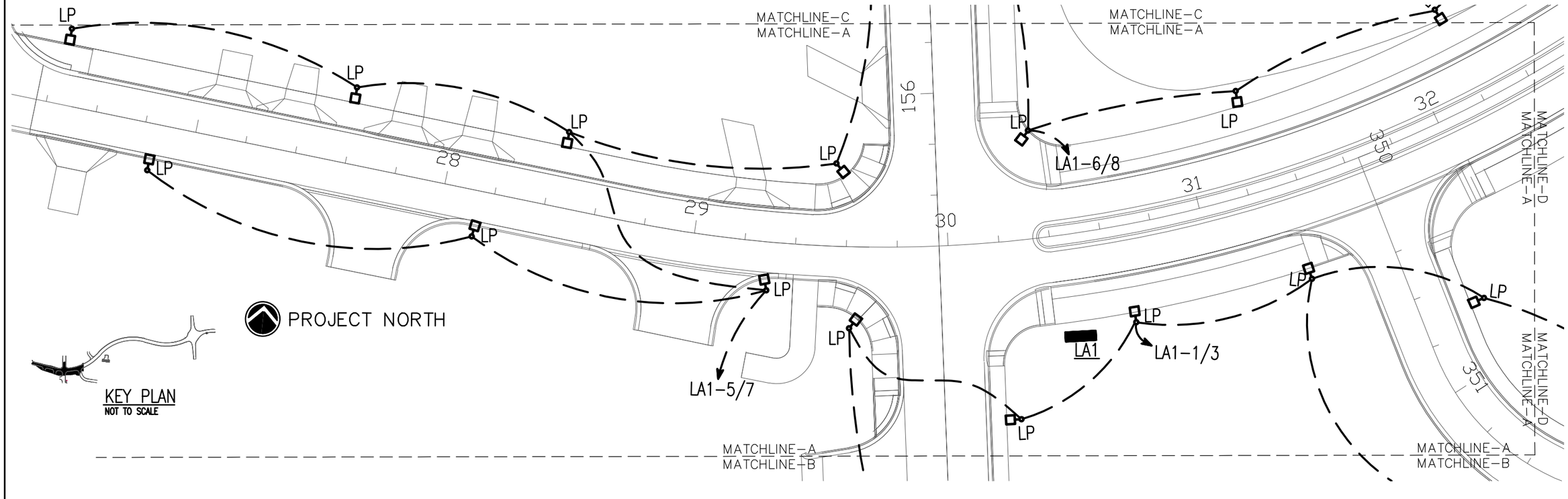
ATKINS

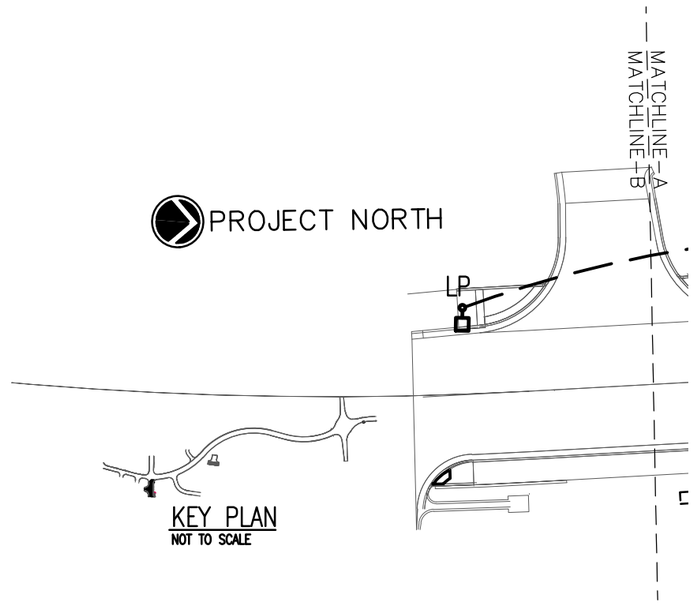
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO.
E–005

CITY OF CRESTVIEW
BUILDING DIVISION
APPROVED
DATE: 09/25/2024





WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E-003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.

40' 0' 40' 80'
SCALE: 1"=40'-0"

100% SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

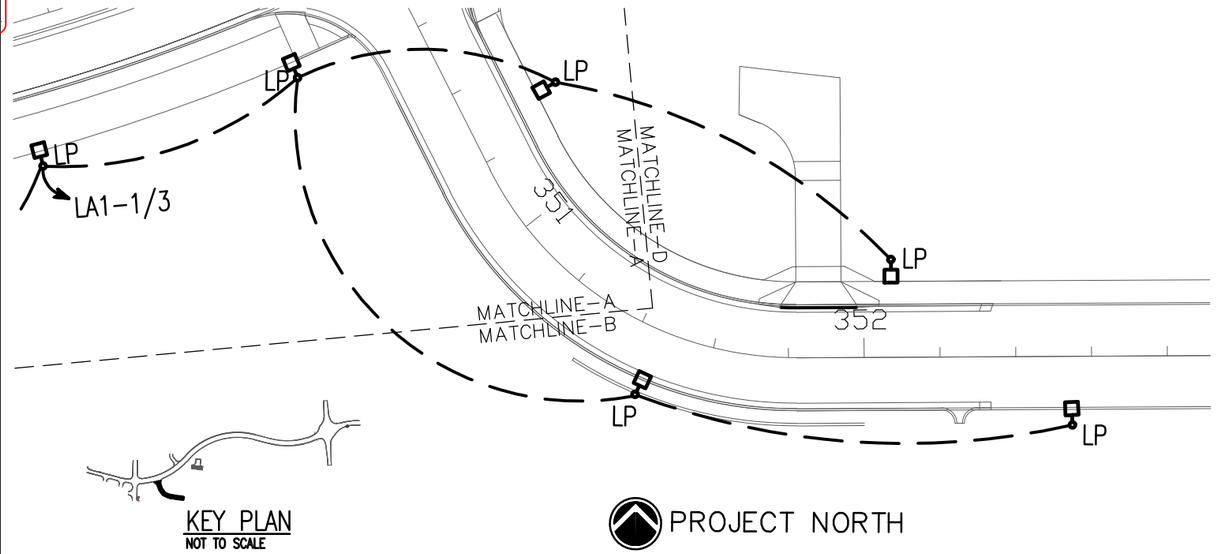
ATKINS

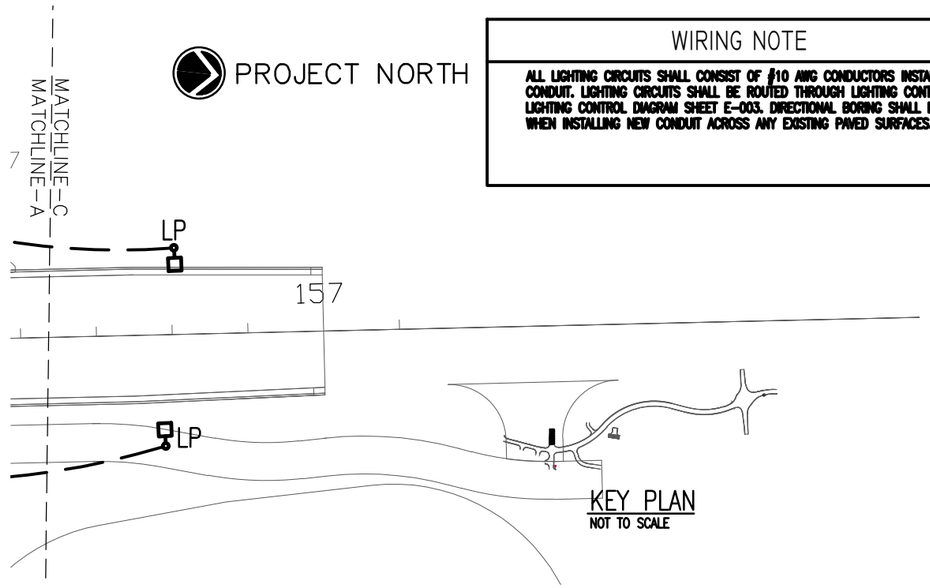
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

STREET LIGHTING PLAN A-B

SHEET NO. E-100

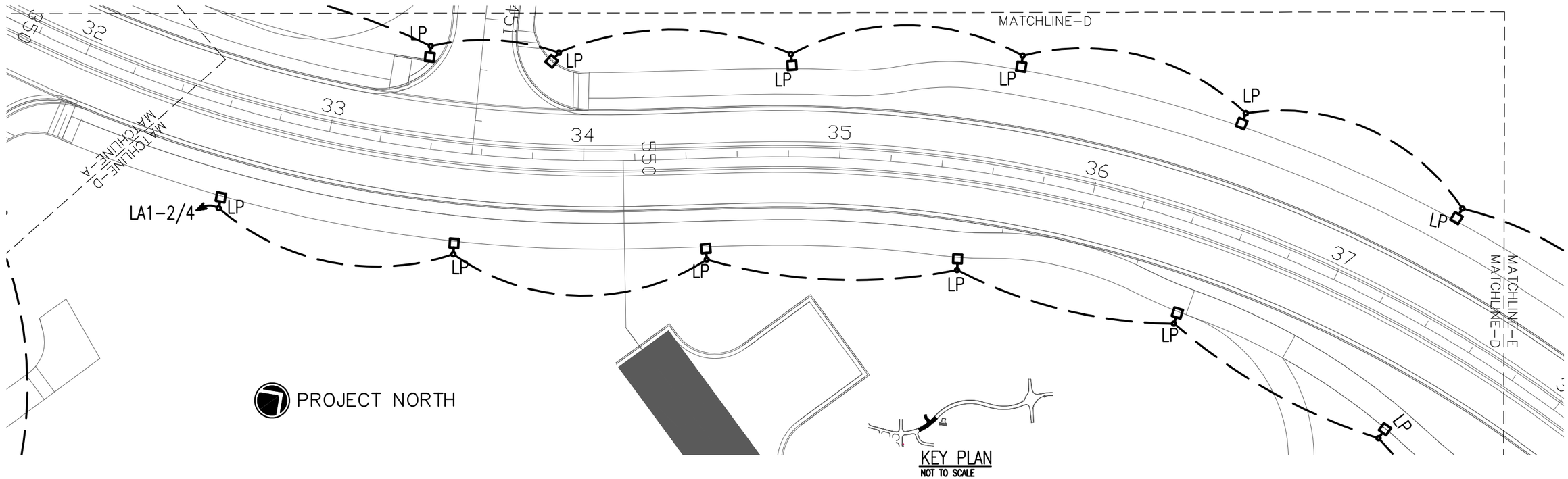
CITY OF DESTIN
BUILDING DIVISION
APPROVED
DATE: 09/25/2024





WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E-003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.



40' 0' 40' 80'
SCALE: 1"=40'-0"

100% SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

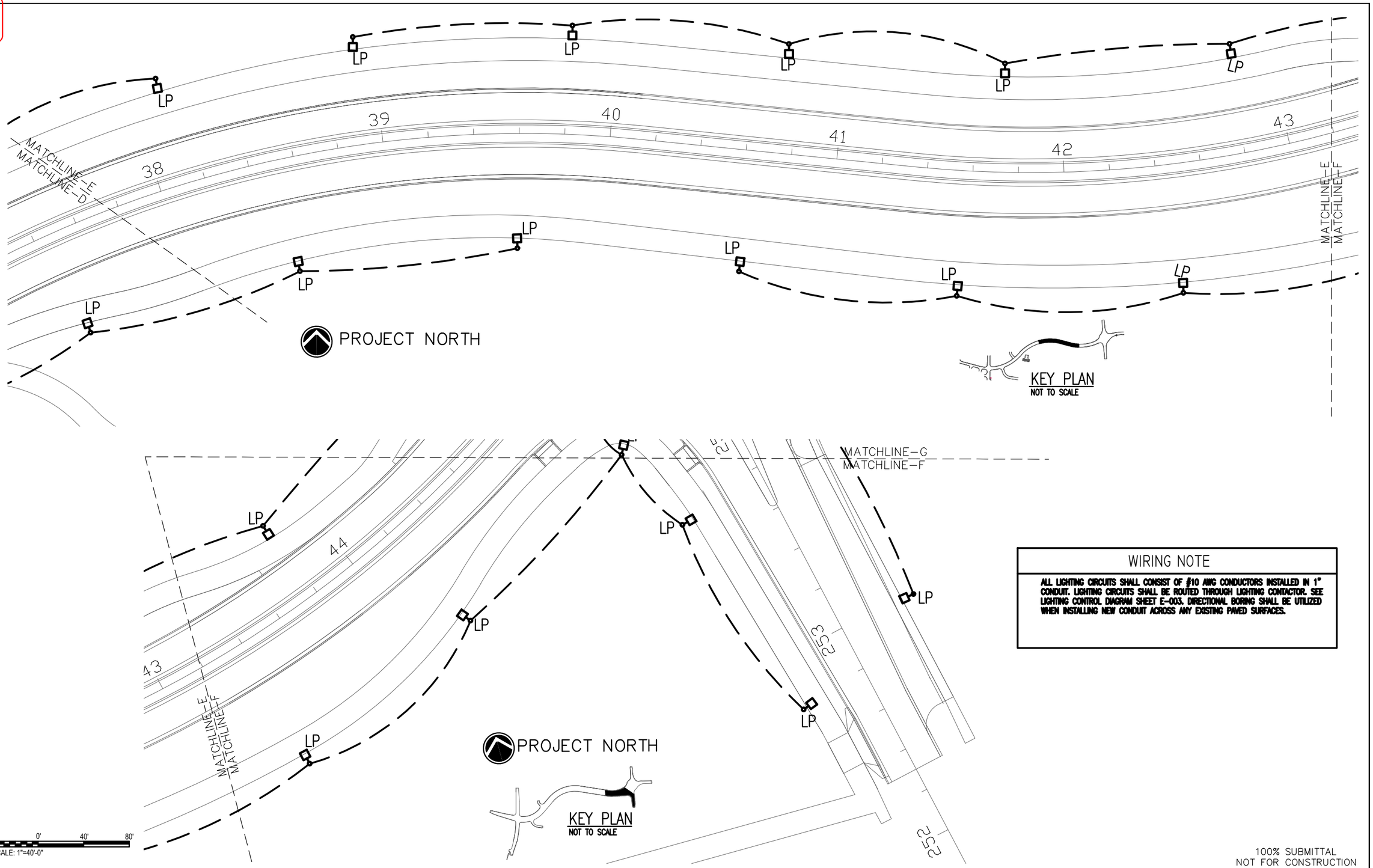
ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

STREET LIGHTING PLAN C-D

SHEET NO.
E-101

CITY OF DESTIN
BUILDING DEPARTMENT
APPROVED
DATE: 09/25/2024



WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E-003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.

100% SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

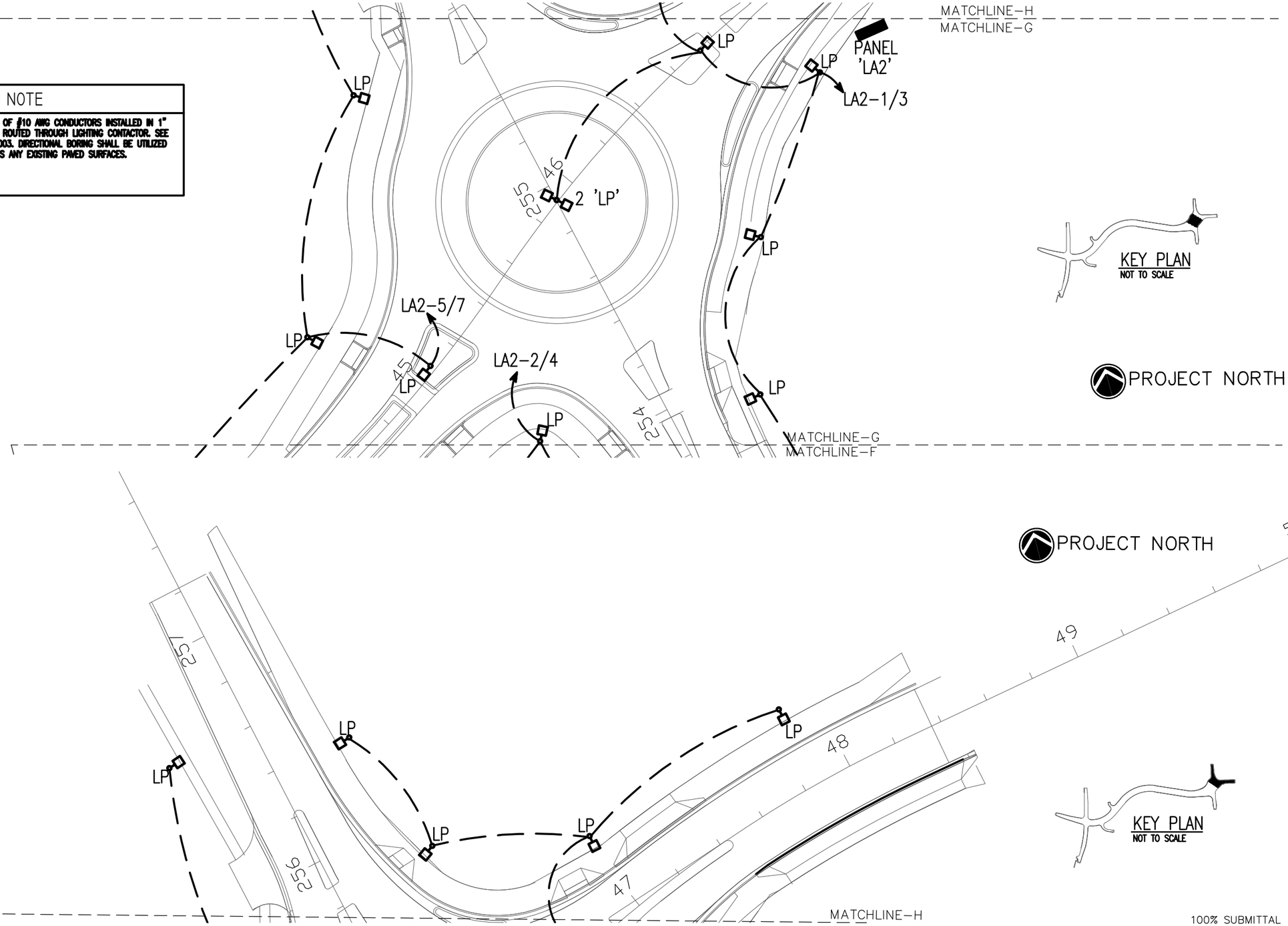
STREET LIGHTING PLAN E-F

SHEET NO.
E-102

CITY OF DESTIN
BUILDING DIVISION
APPROVED
DATE: 09/25/2024

WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E-003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.



100% SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

STREET LIGHTING PLAN G–H

SHEET NO. E–103

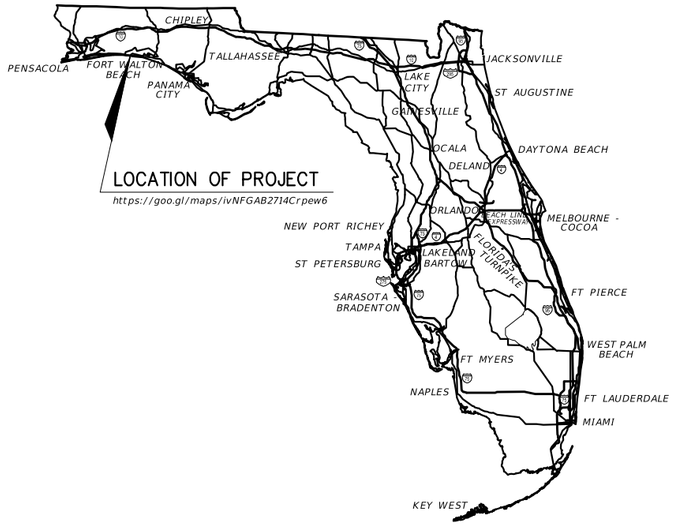
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



LANDSCAPE PLANS

PHASE IV (100%) SUBMITTAL
NOVEMBER 2022

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-01	KEY SHEET
LD-02	SIGNATURE SHEET
LD-03	LANDSCAPE NOTES
LD-04	LANDSCAPE SCHEDULE
LD-05	LAYOUT PLAN
LD-06 TO LD-10	LANDSCAPE PLANS
LD-11	IRRIGATION NOTES

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JULY 2022 FDOT STANDARD SPECIFICATIONS.

LANDSCAPE PLANS
RLA OF RECORD:

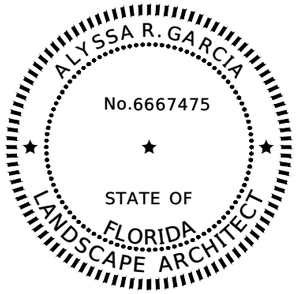
ALYSSA R. GARCIA
R.L.A. NO.: 6667475
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO,FL 32810
CONTRACT NO.:
VENDOR NO.:

PROJECT MANAGER:

JOE D. BODI

SHEET NO.
LD-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-11.011, F.A.C.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
ALYSSA GARCIA, R.L.A. FL #6667475

THE ABOVE NAMED PROFESSIONAL REGISTER LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SHEET NO.	SHEET DESCRIPTION
LD-01	KEY SHEET
LD-02	SIGNATURE SHEET
LD-03	LANDSCAPE NOTES
LD-04	LANDSCAPE SCHEDULE
LD-05	LAYOUT PLAN
LD-06 TO LD-10	LANDSCAPE PLANS
LD-11	IRRIGATION NOTES

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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ALYSSA GARCIA, R.L.A.
R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SIGNATURE SHEET

SHEET NO. LD-02

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ATTENDING A PRE-BID MEETING DURING WHICH INSTALLATION SPECIFICATIONS, INSTALLATION REQUIREMENTS, SCHEDULES, AND MAINTENANCE REQUIREMENTS WILL BE DISCUSSED.

2. THE LANDSCAPE INSTALLATION MUST BE PROPERLY SEQUENCED WITH OTHER CONSTRUCTION SO THAT THE LANDSCAPE AND IRRIGATION IS NOT DAMAGED BY OTHER WORK/TRADES.

3. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF AND STAKE ALL UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION OF PLANT PITS LOCATED WITHIN 5' OF UTILITIES SHALL BE PERFORMED BY HAND. ANY UTILITY/PLANT MATERIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION FOR ANY FIELD ADJUSTMENTS.

4. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS SHOWN ON ALL DRAWINGS. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS AS SHOWN IN THE PLANT SCHEDULE. THE CONTRACTOR SHALL GUARANTEE PLANT HEALTH AND SURVIVABILITY FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. ANY MATERIAL NOT MEETING SPECIFICATIONS OR DISPLAYING POOR HEALTH SHALL BE REPLACED AT CONTRACTOR'S EXPENSE WITHIN 2 WEEKS OF NOTICE.

5. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER (UNLESS OTHERWISE NOTED) AS SET FORTH IN "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, LATEST EDITION. NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF ONE WEEK PRIOR TO PLANT DELIVERY TO SCHEDULE ON-SITE INSPECTION UPON DELIVERY. INSTALLED PLANT MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE. ALL PLANTS MUST BE BROUGHT TO THE SITE FREE OF WEEDS. ADDITIONALLY, THE CONTRACTOR SHALL PROVIDE THE OWNER'S REPRESENTATIVE WITH REPRESENTATIVE PLANT PHOTOS TO APPROVE FOR ALL PLANT MATERIALS PRIOR TO ANY PLANT DELIVERY. MEASURING STICKS SHALL BE SHOWN IN PHOTOS, AS APPROPRIATE.

6. ALL PLANT MATERIALS INDICATED WITH A GALLON SIZE SHALL BE CONTAINER GROWN AND WITHIN A CONTAINER APPROPRIATE FOR THE PLANT SIZE. ROOT BOUND PLANTS SHALL NOT BE ACCEPTED. NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.

7. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO MAKE PLANTING BED FIELD CHANGES TO ACCOMMODATE SITE CONDITIONS AND TO ACHIEVE THE DESIGN INTENT. THE LANDSCAPE CONTRACTOR SHALL FLAG ALL TREE AND BEDLINE LOCATIONS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO ANY INSTALLATION.

8. DIG PLANTING PITS AT 1.5 TIMES THE DIAMETER OF THE POT. FILL PLANT PIT WITH APPROVED PLANTING MIX AND COMPACT SO THAT THE TOP OF ROOT BALL WILL SETTLE TO THE PROPER LEVEL RELATIVE TO FINISH GRADE. SET PLANT AND FILL REMAINDER OF HOLE WITH PLANTING MIX. FERTILIZE EACH PLANT WITH THE APPROVED TYPE AND RATE OF FERTILIZER. WATER IN THOROUGHLY. RESET ANY PLANTS THAT SETTLE TOO DEEP. REMOVE SPOIL SOIL AND RAKE THE BED TO ITS FINISH GRADE. COVER ALL BED AREAS WITH 3" MULCH DEPTH. REMOVE ALL DEBRIS FROM THE MULCH.WATER BED THOROUGHLY. IF/WHERE APPLICABLE, EACH NEWLY PLANTED TREE NOT WITHIN A SHRUB/GROUNDCOVER BED SHALL BE CENTERED WITHIN A LAYER OF MULCH 6' IN DIAMETER AND 3" DEPTH (SETTLED). ALL PINE STRAW SHALL FROM THE 'IMPROVED SLASH' PINE TREE WITH A MINIMUM NEEDLE LENGTH OF EIGHT INCHES.

9. THE LANDSCAPE CONTRACTOR SHALL CONDUCT REPRESENTATIVE SOIL ANALYSIS PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY IMPROPER SOIL CONDITION (NUTRITIONAL DEFICIENCIES, WETNESS, MUCK, DEBRIS, ETC.) AND SHALL RECOMMEND FOR APPROVAL, PRIOR TO INSTALLATION, ALL SOIL AMENDMENTS THAT MAY BE NECESSARY TO PROMOTE HEALTHY, VIGOROUS PLANT GROWTH.

10. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES (AND PLANS), AS NECESSARY, IN PREPARING PLANTING AREAS, INCLUDING FINAL GRADE ELEVATIONS.

11. ALL PLANT MATERIAL MUST BE PLANTED IMMEDIATELY UPON DELIVERY TO THE SITE AND WATERED IN (BY HAND IF THE IRRIGATION SYSTEM IS NOT FUNCTIONING PROPERLY). ANY PLANT MATERIAL NOT INSTALLED WITHIN 6 HOURS OF DELIVERY TO THE SITE MUST BE STORED IN AN APPROVED, PROTECTED HOLDING AREA AND SHALL BE WATERED AS NECESSARY TO MAINTAIN PLANT HEALTH AND QUALITY.

12. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL WALK THROUGH. A FINAL WALK THROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.

13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTINGS UNTIL FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. THIS MAINTENANCE INCLUDES KEEPING BEDS FREE OF DEBRIS, WEEDS, DISEASES, AND INFESTATIONS. THE LANDSCAPE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING SUFFICIENT WATER TO THE PLANTS DURING THIS TIME.

14. THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH AS-BUILT DRAWINGS IN ACAD FORMAT (2018 VERSION OR LATER) WITHIN 30 DAYS OF PROJECT ACCEPTANCE.

15. REFER TO CURRENT FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARD PLANS, THE GENERAL NOTES, AND THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. WHERE CONFLICTS EXIST, THE MORE STRINGENT STANDARDS AND SPECIFICATIONS SHALL APPLY.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-11.011, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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ALYSSA GARCIA, R.L.A.
R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE NOTES

SHEET NO. LD-03

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	REMARKS
	AR	15	ACER RUBRUM	RED MAPLE	30 GAL.	10'-12' HT.; 2"-2.5" CAL.
	CC	14	CERCIS CANADENSIS	EASTERN REDBUD	30 GAL.	8'-10' HT X 4'-5' SPD., 1.5"-2" CAL.
	IC	23	ILEX CASSINE	DAHOON HOLLY	45 GAL.	12'-14' HT, 2"-3" CAL., 2' MIN. CT, SINGLE LEADER, STANDARD
	JS	62	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	30 GAL.	7'-8' HT.
	LJ	18	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	65 GAL.	6'-7' HT X 6'-7" SPD.,
	ML	25	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM DWARF SOUTHERN MAGNOLIA	30 GAL.	6'-7' HT.
	PE	51	PINUS ELLIOTTII	SLASH PINE	30 GAL.	8'-10' HT X 4'-5' SPD., 2" CAL.
	QS	6	QUERCUS SHUMARDII	SHUMARD OAK	30 GAL.	10'-12' HT X 3'-4' SPD., 1.75"-2" CAL.
	QV	76	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	30 GAL.	10'-12' HT; 2"-2..5" CAL.
	SP	60	SABAL PALMETTO	CABBAGE PALMETTO	FG	REGENERATED ROOTS; 16'-20' CT
	TD	10	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL.	8'-10' HT.; 2"-2.5" CAL.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	IN	12,199	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	7 GAL.	36" o.c.	18" - 24" OA FULL
	JP	323	JUNIPERUS CHINENSIS 'PARSONII'	PARSONI JUNIPER	3 GAL.	30" o.c.	12' HT X 12"-18" SPD
	MC	1,184	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL.	36" o.c.	18"-24" HT.
	RG	553	RHODODENDRON 'G.G.GERBRING'	G.G. GERBRING RHODODENDRON	7 GAL.	36" o.c.	24"-30" HT. X 30"-36" SPD.
	SR	561	SERENOA REPENS	SAW PALMETTO	7 GAL.	36" o.c.	12"-15" HT X 12"-15" SPD
	VO	283	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL.	48" o.c.	3' OA

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	AE	1,775 SF	ARACHIS GLABRATA 'ECOTURF'	PERENNIAL PEANUT	SOD		
	CD	205,131 SF	CYNODON DACTYLON	BERMUDAGRASS	SOD		SOLID SOD, WEED FREE

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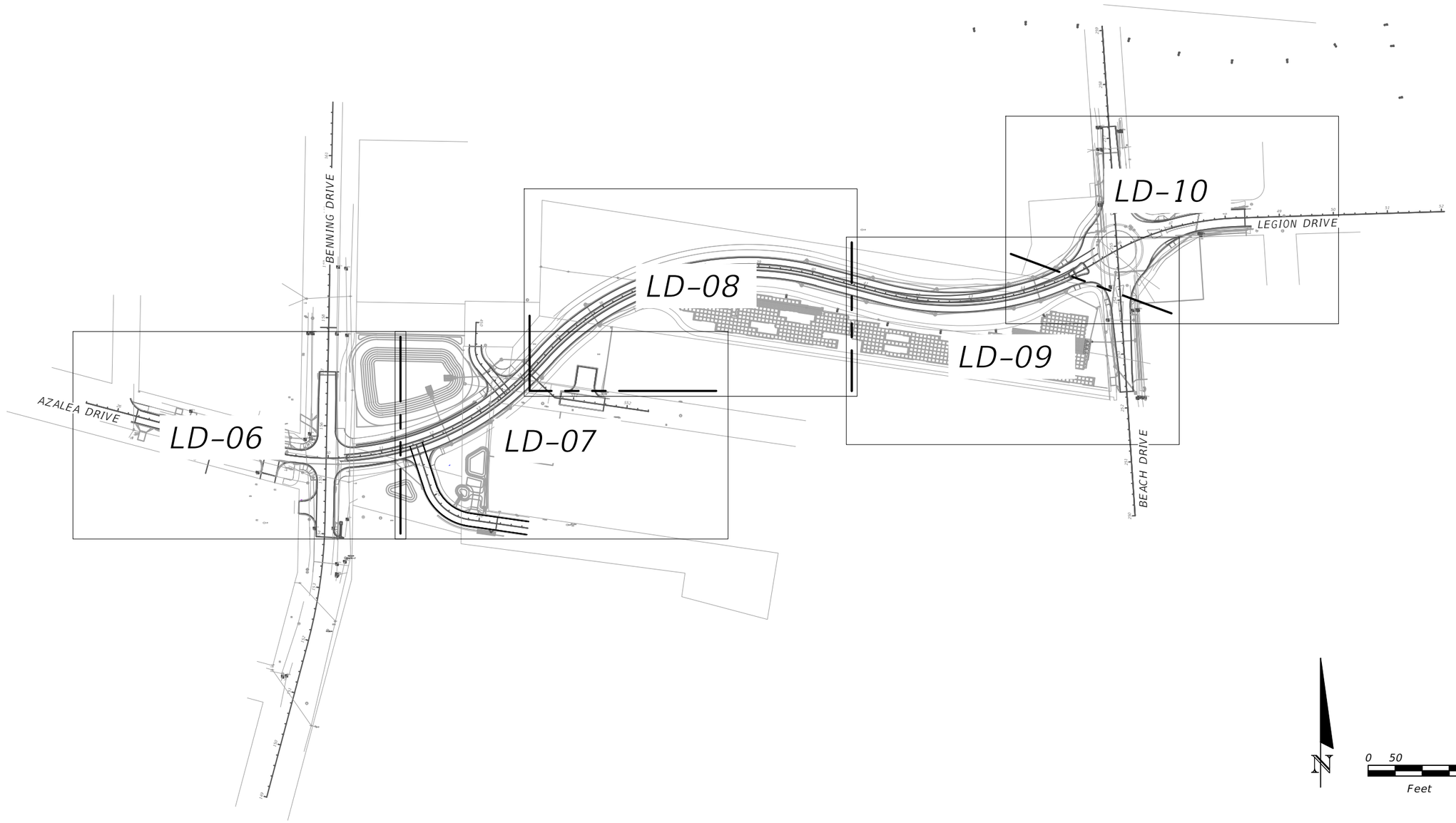
ALYSSA GARCIA, R.L.A.
R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE SCHEDULE

SHEET NO. LD-04



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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LAYOUT PLAN

SHEET NO.

LD-05

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AR
1
CC
3
SR
37
PA
15,786 sf
SP
3
AR
1
TD
3
SP
3
MC
34
PA
314 sf
AE
326 sf
PA
415 sf
PA
449 sf
CC
2
SP
3
QV
2
PA
8,341 sf
PA
1,669 sf
PA
2,531 sf
PA
2,352 sf
PA
1,852 sf
BENNING DRIVE
AZALEA DRIVE
CLEAR SIGHT TRIANGLE, TYP.
100' MEDIAN NOSE OFFSET
4' CLEAR ZONE, TYP.
MATCHLINE - SHEET LD-07
26
27
28
29
30
157
156
155
154
0 10 40
Feet

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CITY OF DESTIN

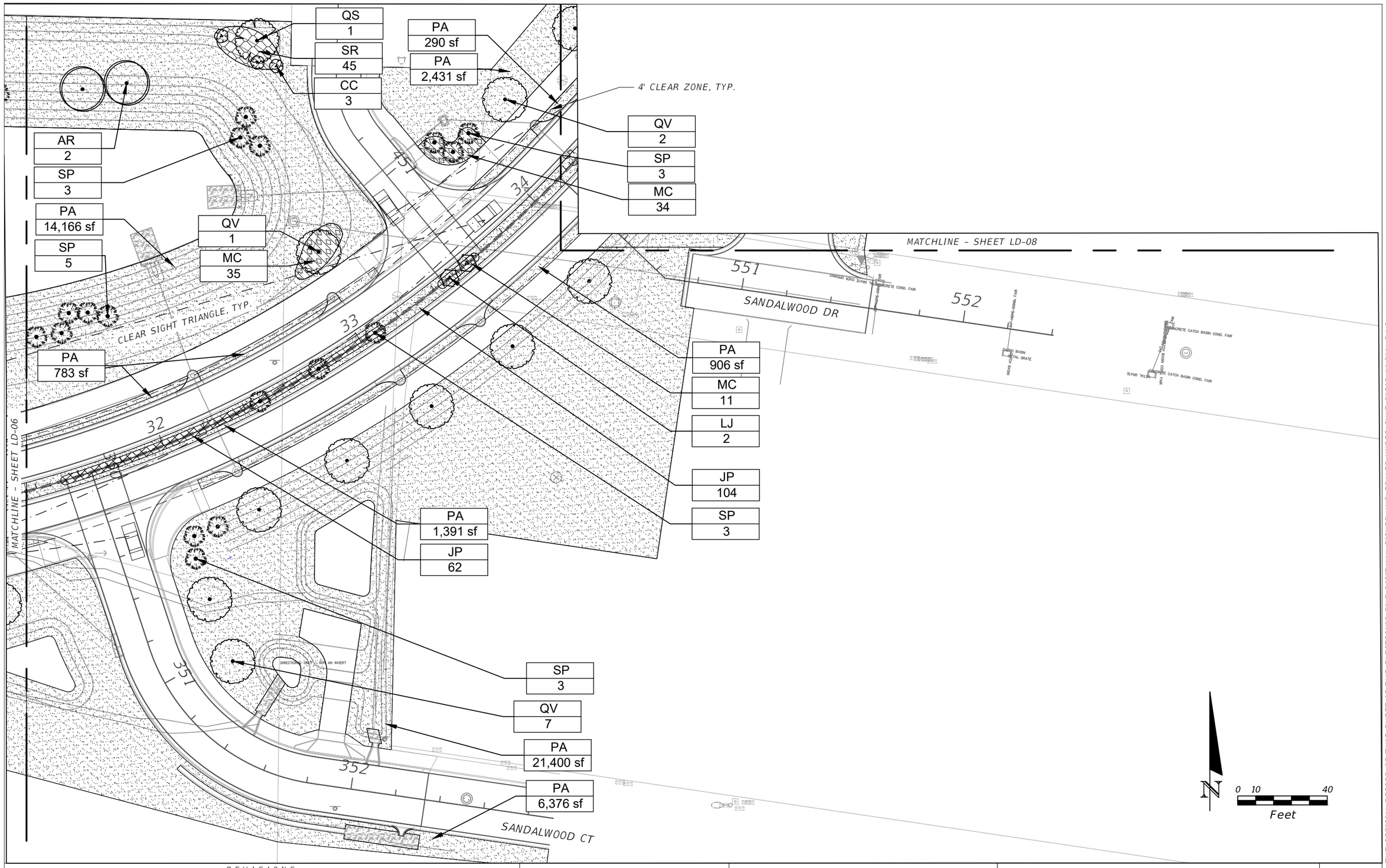
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO.
LD-06

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R.L.A. LICENSE NUMBER FL #6667475
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-07

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QV	1
PE	19
AR	2
JS	12
PA	42,610 sf
MC	53
QV	1
LJ	3
IN	17
IN	53
ML	3
IC	1
MC	53
QV	1
ML	1
PE	5
QV	3
JS	7
AR	2
IN	70
MC	76
PA	5,270 sf
QV	16
IC	5
MC	26
PA	3,106 sf
IC	5
MC	28
RG	107
MC	95
PA	3,785 sf
MC	73
QV	5
QV	8
IC	3
IN	28
PA	598 sf
QV	4
PA	9,340 sf
CC	3
MC	29
JP	83
RG	100
JS	14
VO	38
SP	9
ML	2
QV	1
SR	68
AR	2
PA	25,626 sf
VO	39
QS	1

37 38 39 40

36

4' CLEAR ZONE, TYP.

CLEAR SIGHT TRIANGLE, TYP.

MATCHLINE - SHEET LD-07

MATCHLINE - SHEET LD-09

N

0 10 40

Feet

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CITY OF DESTIN

COUNTY: OKALOOSA

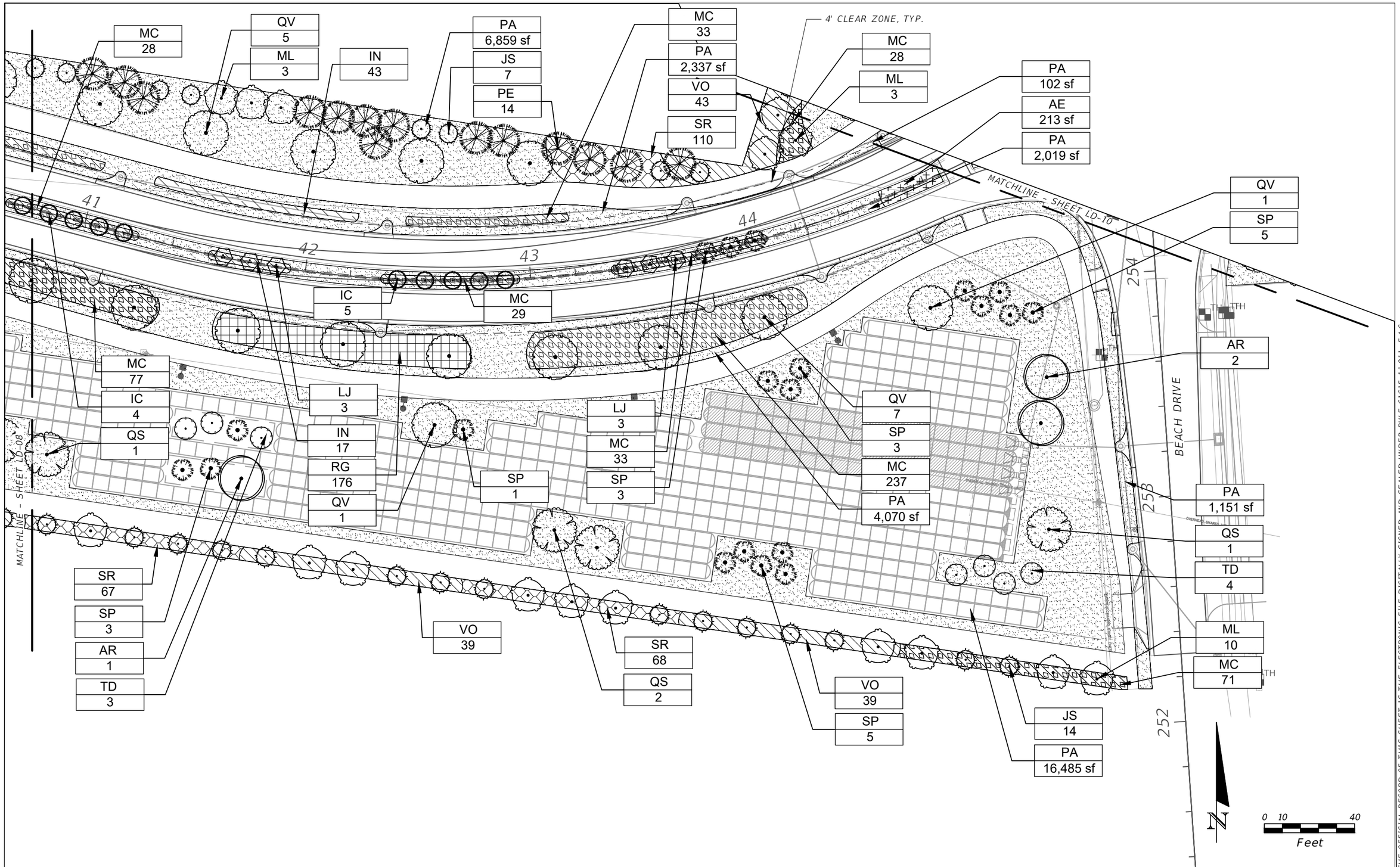
CONSTRUCTION PLANS FOR: DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-08

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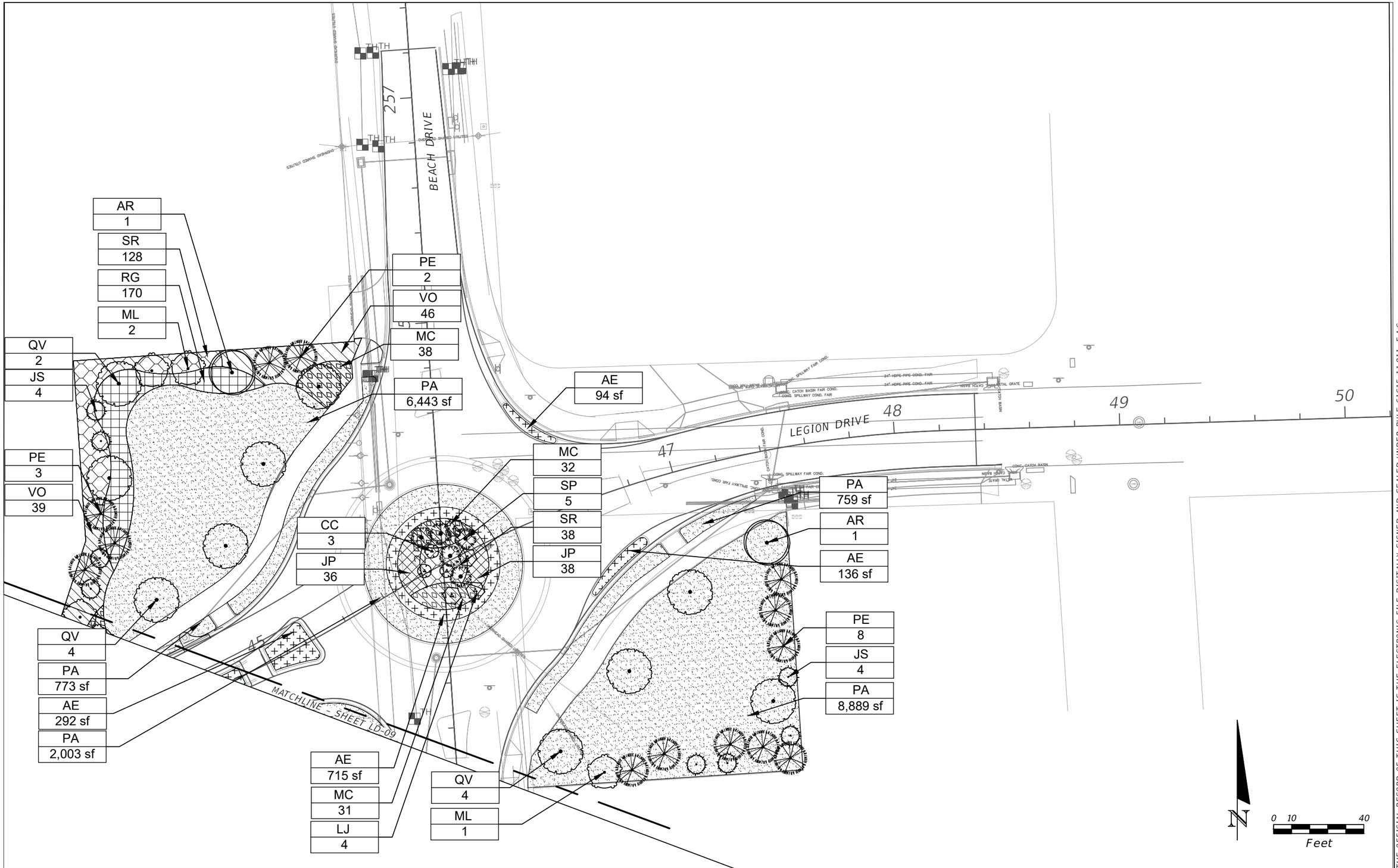
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-09



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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-10

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IRRIGATION NOTES

1. PERMANENT IRRIGATION SHALL BE INSTALLED FOR ALL LANDSCAPE (INCLUDING TURF) SHOWN ON THE PLANS. AS LONG AS IRRIGATION COVERAGE IS COMPLETE, THE CONTRACTOR/IRRIGATION INSTALLER SHALL BE ALLOWED TO DETERMINE THE MOST EFFECTIVE METHOD OF PROVIDING IRRIGATION COVERAGE UTILIZING SPRAY HEADS, RISERS, AND BUBBLERS. THE CONTRACTOR SHALL CONFIRM AND PROVIDE THE WATER SOURCE FOR THE IRRIGATION WITH THE OWNER. A LOCKABLE CABINET CONTROLLER SHALL BE PROVIDED BY THE CONTRACTOR AND ITS LOCATION DETERMINED IN CONJUNCTION WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

2. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED AS A DESIGN–BUILD PORTION OF THE WORK PERFORMED BY THE CONTRACTOR. THE SYSTEM MUST BE DESIGNED/ZONED SO THAT ALL IRRIGATION CAN OCCUR BETWEEN THE HOURS OF 1:00 A.M. AND 6:00 A.M.

3. THE CONTRACTOR SHALL FURNISH THE OWNER'S REPRESENTATIVE WITH SHOP DRAWINGS AND SCHEMATIC DESIGN PLANS INDICATING FULL COVERAGE OF IRRIGATED AREAS. THE SHOP DRAWINGS MUST INCLUDE PROPOSED SLEEVING LOCATIONS/SIZES. ALL TREES SHALL HAVE 2 BUBBLERS THAT ARE PLACED ON BUBBLER–ONLY ZONES THAT ARE SEPARATE FROM THE OTHER IRRIGATION ZONES. INSTALLATION SHALL NOT COMMENCE UNTIL THE SHOP DRAWINGS ARE APPROVED BY THE OWNER'S REPRESENTATIVE.

4. THE CONTRACTOR SHALL OBTAIN THE LOCATIONS OF POINT OF CONNECTION FOR WATER AND POWER SOURCE FROM CITY. CONTRACTOR SHALL COORDINATE WITH CITY FOR THE CONNECTION TO THE EXISTING WATER AND POWER SOURCE.

5. PERMANENT SLEEVES SHALL BE INSTALLED BY THE CONTRACTOR AS NECESSARY. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL BORINGS AND CASINGS, AS NEEDED. THE CONTRACTOR IS RESPONSIBLE, AT THEIR EXPENSE, TO REPAIR ANY AND ALL DAMAGE CAUSED TO ANY ROADWAY OR ANY/ALL OTHER AREAS, OR UTILITIES AS A RESULT OF THE BORINGS OR ANY OTHER IRRIGATION WORK.

6. THE INSTALLER SHALL BE EXPECTED TO MAKE IRRIGATION SYSTEM FIELD ADJUSTMENTS ON THE SITE AS NEEDED, IN ORDER TO MAINTAIN COMPLETE AND ACCURATE IRRIGATION COVERAGE, AND TO MAINTAIN THE INTENT OF THE DESIGN. THE FINAL LOCATIONS FOR ALL MAJOR EQUIPMENT (AS APPLICABLE), INCLUDING CONTROLLERS, VALVES, WELLS, SUPPLY CONNECTIONS, MAINLINES, BACKFLOW PREVENTERS, METERS, ETC. SHALL BE DETERMINED IN THE FIELD, STAKED OUT BY THE CONTRACTOR USING THEIR DRAWINGS AS A GUIDE, AND THEN APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

7. OVERSPRAY ONTO HARDSCAPE AMENITIES AND ANY PAVED SURFACE IS NOT ALLOWED TO OCCUR. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN SUCH A FASHION AND BE OF A TYPE THAT CAN BE ADJUSTED TO THROW IRRIGATION WATER AWAY FROM THE AMENITIES AND ALL PAVED SURFACES.

8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS. IT SHALL BE THE RESPONSIBILITY OF THE INSTALLER TO VERIFY AND CONFORM TO THE PARTICULAR CODES FOR THIS LOCATION. THE INSTALLER SHALL OBTAIN ALL NECESSARY PERMITS (INCLUDING THOSE FOR BORES, WELLS, AND ANY WATER LINE TAPS), UTILITY LOCATES, AND INSPECTIONS.

9. ALL WORK SHALL BE CLOSELY COORDINATED WITH THAT OF OTHER TRADES IN ORDER TO AVOID CONFLICTS. THE INSTALLATION SHALL BE COORDINATED WITH ALL NEW AND EXISTING IMPROVEMENTS, AND WITH THE ACTUAL INSTALLED BED LIMITS,AND PLANT LOCATIONS.

10. ALL MATERIAL AND LABOR NECESSARY TO PROVIDE A COMPLETE, FULLY OPERATIONAL, AND GUARANTEED SYSTEM SHALL BE CONSIDERED PART OF THE WORK, WHETHER OR NOT THEY ARE SPECIFICALLY INDICATED IN THE SUBMITTED DOCUMENTS. THIS SHALL INCLUDE CONFORMANCE WITH THE REQUIREMENTS AND RECOMMENDATIONS OF THE VARIOUS MANUFACTURERS OF THE EQUIPMENT, AND WITH APPLICABLE TRAINING AND CERTIFICATION OF INSTALLATION PERSONNEL.

11. METALLIC LOCATOR/WARNING TAPE SHALL BE BURIED ABOVE ALL WIRING AND PIPING.

12. VALVE BOXES SHALL BE TAMPER–RESISTANT TYPE.

13. ALL SPRINKLER HEADS SHALL BE OF THE PROPER SIZE AND TYPE FOR THE LOCATION AND PLANT MATERIAL. HEADS SHALL BE INSTALLED PLUMB, AND WITH THE PROPER HEIGHT WITH RESPECT TO GRADE AND/OR PLANT MATERIAL. ALL HEADS AND OTHER EQUIPMENT SHALL BE INSTALLED WITH ADEQUATE AND UNIFORM CLEARANCES FROM ALL PAVING, CURBS,SIDEWALKS, WALLS, AND OTHER OBSTACLES, SO THAT DAMAGE TO EQUIPMENT DOES NOT OCCUR DURING NORMAL LANDSCAPE MAINTENANCE OPERATIONS. ALL SPRINKLERS SHALL BE ADJUSTED TO OBTAIN OPTIMAL COVERAGE OF PLANT MATERIAL, WHILE ELIMINATING OVERSPRAY ONTO WALLS, PARK AMENITIES, PAVING OR OTHER IMPERVIOUS SURFACES.THE INSTALLER SHALL UTILIZE THE PROPER SPRAY NOZZLE PATTERN FOR THE LOCATION, AS WELL AS PRESSURE–COMPENSATING HEADS OR SCREENS, AND ADJUSTABLE–PATTERN NOZZLES WHERE A FIXED PATTERN IS NOT SUITABLE TO CONTROL COVERAGE OR OVERSPRAY. 4" POPUP SPRAY HEADS WILL NOT BE USED.

14. CONTROLLER(S) SHALL BE HOOKED UP BY A LICENSED ELECTRICIAN.

15. THE CONTROLLER(S) SHALL BE EQUIPPED WITH A PROPERLY LOCATED AND INSTALLED RAIN/WIND/FREEZE SHUTOFF SENSOR DEVICE THAT COMPLIES WITH FLORIDA LAW. THE SENSOR(S) SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY ARE UNOBSTRUCTED, AND DIRECTLY EXPOSED TO NATURAL RAINFALL AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM DITCHES OR OTHER SURFACES. PRIOR TO INSTALLATION, LOCATION OF THE SENSOR(S) SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.

16. THE MINIMUM SUPPLY REQUIREMENTS FOR THE SYSTEM SHALL BE DETERMINED BY THE CONTRACTOR AND STATED ON THE DESIGN–BUILD PLANS AND SHOP DRAWINGS.

17. THE INSTALLER SHALL BE EXPECTED TO BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT THE WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK–CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW.

18. THE INSTALLER SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR PROVISION OF ELECTRIC SERVICE REQUIREMENTS.

19. ANY EXISTING IRRIGATED AREAS THAT ARE ADJACENT TO THE NEW CONSTRUCTION MUST REMAIN UNDISTURBED AND FULLY FUNCTIONAL. ANY DISRUPTION BY THE CONTRACTOR TO THE EXISTING IRRIGATION COVERAGE MUST BE CORRECTED BY THE CONTRACTOR AT THEIR EXPENSE.

20. THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH DETAILED AND PROPERLY SCALED IRRIGATION AS–BUILT DRAWINGS IN ACAD FORMAT (2018 VERSION OR LATER) WITHIN 30 DAYS OF PROJECT ACCEPTANCE.THE AS–BUILTS MUST INCLUDE ALL SYSTEM COMPONENTS AND THEIR SIZES.

21. THE IRRIGATION SYSTEM WILL BE DESIGNED AND BUILT SO THAT THE MAINLINE HAS MINIMAL ROADWAY CROSSINGS.

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ALYSSA GARCIA, R.L.A.
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ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

IRRIGATION NOTES

SHEET NO. LD-11

PRELIMINARY PLAT

DESTIN CONNECTOR SUBDIVISION

PLAT BOOK _____, PAGE _____.

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25–34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
JANUARY 2025

DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104736
DATED: DECEMBER 08, 2022):

LOT 2, SUMMERFELL AT OLD TOWN, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 29, PAGE 43 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA FORMERLY BEING A PORTION OF PROPERTY AS DESCRIBED IN BOOK 950, PAGE 594.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-53610
DATED: SEPTEMBER 25, 2018):

ALL OF LOT 30, AND THE WEST 15.58 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-15794
DATED: MARCH 19, 2018):

THE WEST 7.79 FEET OF THE NORTH 100.00 FEET AND THE WEST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28 AND THE EAST 8.42 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104657
DATED: AUGUST 10, 2022):

THE EAST 16.21 FEET OF THE NORTH 100.00 FEET AND THE EAST 18.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, A 60 UNIT ADDITION TO SANDALWOOD MANOR TOWNHOMES, A PLANNED TOWNHOME DEVELOPMENT IN DESTIN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18-2374
DATED: SEPTEMBER 13, 2018):

THE WEST 16.21 FEET OF THE NORTH 100 FEET AND THE WEST 18.00 FEET OF THE SOUTH 20 FEET OF LOT 27, SANDALWOOD MANOR TOWN HOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384823
DATED: APRIL 26, 2023):

THE WEST 8.42 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26 AND THE EAST 7.79 FEET OF THE NORTH 100.00 FEET AND THE EAST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6388161
DATED: JUNE 23, 2023):

ALL OF LOT 25 AND THE EAST 15.58 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO PLAT THEREOF ON FILE IN PLAT BOOK 6, PAGE 93, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384818
DATED: APRIL 26, 2023):

LOT 31 AND WESTERLY 6 FEET OF LOT 32, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384837
DATED: APRIL 26, 2023):

LOT 32, LESS AND EXCEPT THE WESTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104694
DATED: AUGUST 10, 2022):

LOT 33, LESS AND EXCEPT THE EASTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. A/K/A PARCEL 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104722
DATED: AUGUST 10, 2022):

LOT 34 AND THE EASTERLY 6.00 FEET OF LOT 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – POLICY NUMBER: FA-35-1460124
DATED: AUGUST 16, 2006):

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43-2006-779
DATED: JUNE 8, 2006):

LOT 18, BLOCK B, SEA HILLS, THIRD ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223-6384807
DATED: MAY 16, 2023):

LOT 13, SKEETER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 10, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43-2008-98
DATED: DECEMBER 11, 2008):

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF U.S. HIGHWAY 98 AND THE EAST LINE OF CALHOUN SUBDIVISION; PROCEED NORTH 00 DEGREES 38 MINUTES WEST 1342.05 FEET, ALONG SAID EAST LINE, TO A CONCRETE MONUMENT; THENCE CONTINUE NORTH 00 DEGREES 38 MINUTES WEST 220.0 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES EAST 140.7 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 83 DEGREES 14 MINUTES EAST 1067.4 FEET TO THE WEST SIDE OF BEACH DRIVE; THENCE NORTH 5 DEGREES 24 MINUTES 30 SECONDS WEST 208.7 FEET, ALONG BEACH DRIVE; THENCE NORTH 83 DEGREES 14 MINUTES WEST 1049.9 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES EAST 205.7 FEET TO THE POINT OF BEGINNING.

AS SURVEYED:

A PORTION OF AZALEA DRIVE, ANNA STREET, SANDALWOOD DRIVE, ALL OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206, ALL OF LOT 2, SUMMERFELL AT OLD TOWN, PLAT BOOK 29, PAGE 43, ALL OF LOTS 25 THROUGH 34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PLAT BOOK 6, PAGE 93, ALL OF LOTS 17 AND 18, BLOCK B, SEA HILLS THIRD ADDITION, PLAT BOOK 5, PAGE 104 AND ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H-8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93; THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE N01°21'57"E ALONG THE WEST LINE OF SAID PARCEL 214.33 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S81°08'32"E ALONG THE NORTH LINE OF SAID PARCEL AND THE SOUTH LINE OF BLOCK B, SEA HILLS THIRD ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 104 A DISTANCE OF 898.00 FEET TO THE SOUTHWEST CORNER OF LOT 18 OF SAID SEA HILLS THIRD ADDITION; THENCE N17°58'23"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 59.32 FEET TO THE SOUTHWEST CORNER OF LOT 17 OF SAID SEA HILLS THIRD ADDITION; THENCE N03°57'46"W ALONG THE WEST LINE OF SAID LOT 17 A DISTANCE OF 79.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE N86°02'14"E ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 17 AND BEING A POINT OF THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°57'47"E ALONG SAID WEST RIGHT OF WAY LINE 17.03 FEET; THENCE S03°46'04"E ALONG SAID WEST RIGHT OF WAY LINE 359.72 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID PARCEL; THENCE N81°37'57"W ALONG THE SOUTH LINE OF SAID PARCEL 929.55 FEET TO THE NORTHEAST CORNER OF LOT 25 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°22'03"W, 170.00 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H-8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H-8 A DISTANCE OF 18.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK H-8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H-8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO:

ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

SUBJECT TO AZALEA DRIVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H-8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93; THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE S81°37'58"E ALONG THE NORTH LINE OF SAID LOT 30, LOT 29 AND LOT 28 A DISTANCE OF 53.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS N77°55'01"E, 479.74 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 497.84 FEET; THENCE S75°10'25"E, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS N88°38'05"E, 273.28 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 276.95 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 248.00 FEET AND A CHORD THAT BEARS N64°41'04"E, 66.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 67.16 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 75.00 FEET AND A CHORD THAT BEARS N35°45'48"E, 52.71 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 53.86 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 67.00 FEET AND A CHORD THAT BEARS N28°10'57"E, 30.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 31.09 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET AND A CHORD THAT BEARS N34°36'57"E, 23.41 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 23.47 FEET TO THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°46'04"E ALONG SAID WEST RIGHT OF WAY LINE 134.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 28.00 FEET AND A CHORD THAT BEARS N68°29'10"W, 23.63 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE WESTERLY ALONG THE ARC OF SAID CURVE, 24.39 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 108.00 FEET AND A CHORD THAT BEARS S76°14'23"W, 38.70 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 38.91 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS S85°22'22"W, 353.03 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 359.90 FEET; THENCE N75°10'25"W, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS S82°13'30"W, 376.63 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 386.58 FEET; THENCE S08°22'03"W, 193.16 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H-8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H-8 A DISTANCE OF 18.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK H-8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H-8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO

ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PREPARED BY

SOUTHEASTERN SURVEYING & MAPPING CORPORATION

SURVEYING • LAND PLANNING • GIS • UTILITIES

CERTIFICATE OF AUTHORIZATION NUMBER LB2108

1130 HIGHWAY 90, CHIPLEY, FLORIDA 32428

PHONE (850) 638-0790

VICINITY MAP

NOT TO SCALE



ACKNOWLEDGMENT TO DEDICATION
STATE OF FLORIDA/COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF THE DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AS _____, AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

JOINDER AND CONSENT TO DEDICATION

_____ THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY, DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREON.

_____
NAME: _____, ITS: _____
_____ BANK

ACKNOWLEDGMENT TO JOINDER AND CONSENT
STATE OF FLORIDA/COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF THE DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, _____ BANK, AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____ BANK.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

CITY OF DESTIN APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY OF DESTIN, FLORIDA, AND WAS APPROVED FOR THE RECORD ON THIS DAY OF _____, 2024.

BY: _____ BY: _____
CITY MAYOR CITY MANAGER

BY: _____
CITY CLERK

NOTICE

THE 26 FOOT EASEMENT SHOWN HEREON IS A DEDICATED TO DESTIN WATER USERS AS A NON-EXCLUSIVE EASEMENT. DESTIN WATER USERS IS GRANTED THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN WATER, WASTEWATER AND RECLAIMED WATER MAINS WITHIN THIS EASEMENT AT THEIR COST. DESTIN WATER USERS SHOULD PROVIDE NOTICE TO AND COORDINATE WITH THE CITY OF ANY WORK BEING PERFORMED WITHIN THIS EASEMENT IN A TIMELY MANNER.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT CITY OF DESTIN, AS OWNER IN FEE SIMPLE OF THE LANDS AS DESCRIBED HEREIN, HAS CAUSED THE LANDS TO BE SURVEYED AND SUBDIVIDED AS DESTIN CONNECTOR SUBDIVISION, HEREBY DEDICATES TO THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA FOR PUBLIC USE ALL ROADS, STREETS AND OTHER RIGHTS OF WAY AND ALL EASEMENTS FOR UTILITIES, DRAINAGE AND OTHER PURPOSES AS SHOWN AND DEPICTED HEREON WHICH ARE TO BE MAINTAINED BY THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA. RESERVING, HOWEVER, THE REVERSION OR REVISIONS THEREOF SHOULD THE SAME BE RENOUNCED, DISCLAIMED OR THE USE THEREOF DISCONTINUED AS PRESCRIBED BY LAW OR ACTION OF THE OFFICIALS HAVING CHARGE OR JURISDICTION THEREOF.

_____ _____
BY: CITY OF DESTIN WITNESS

_____ _____
DATE SIGNED: WITNESS

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA
THIS _____ DAY OF _____, 2024.

BY: _____
LOUIS ZUNGUZE
COMMUNITY DEVELOPMENT DIRECTOR

PUBLIC SERVICES DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA
THIS _____ DAY OF _____, 2024.

BY: _____
MICHAEL G. BURGESS MS, PH, CSM, CFM
PUBLIC WORKS DEPARTMENT DIRECTOR

CITY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEW BY THE CITY SURVEYOR OF DESTIN, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177.011-177.151 OF THE FLORIDA STATUTES AND WAS APPROVED ON THIS _____ DAY OF _____, 2024.

BY: _____
ERIC B. STUART PROFESSIONAL SURVEYOR & MAPPER NO. 6707
CITY OF DESTIN SURVEYOR

TAX COLLECTOR'S STATEMENT

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE AS THE ____ DAY OF _____, 2024.

BY: _____
BEN ANDERSON, TAX COLLECTOR
OKALOOSA COUNTY, FLORIDA

COUNTY CLERK OF CERTIFICATE OF RECORDING

I, J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR PERMANENT RECORD ON THE _____ DAY OF _____, 2024 IN PLAT BOOK NO. _____, PAGE(S) NO. _____, IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

BY: _____
J.D. PEACOCK II
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, "DESTIN CONNECTOR SUBDIVISION" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.

BY: _____
THOMAS K. MEAD
REGISTERED LAND SURVEYOR
FLORIDA LICENSE NUMBER 5624

59123002

SURVEYOR'S NOTES

BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON THE DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GNSS CONTINUOUSLY OPERATING REFERENCE STATION "DSTN & CRST", THE RELATIVE BEARING IS N01°02'22"E ALONG THE EAST RIGHT OF WAY LINE OF BENNING DRIVE. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.

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DESTIN CONNECTOR SUBDIVISION

SHEET 1 OF 2 SHEETS

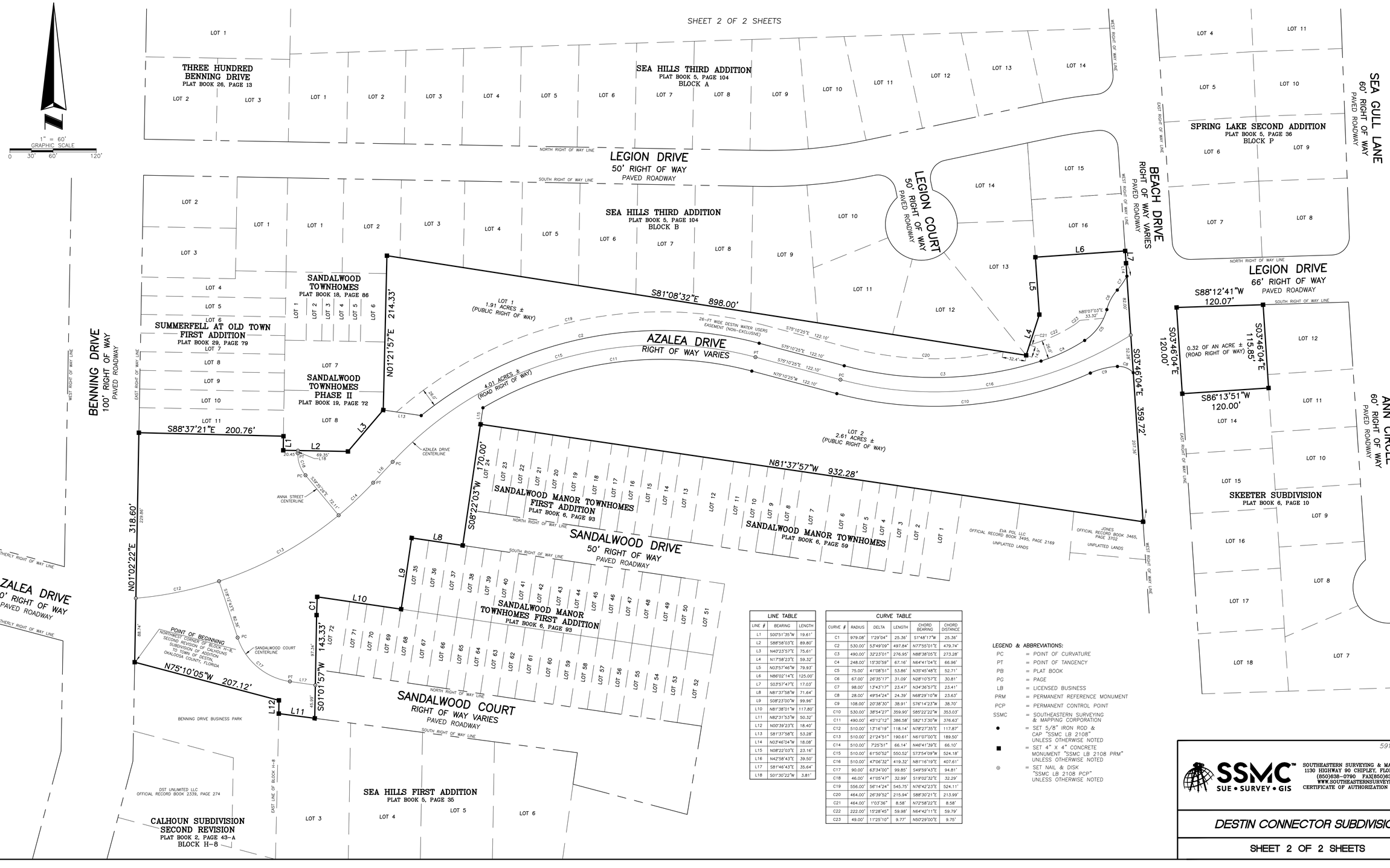
PRELIMINARY PLAT

PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES
CERTIFICATE OF AUTHORIZATION NUMBER LB2108
1130 US HIGHWAY 90, CHIPLEY, FLORIDA 32428
PHONE (850) 638-0790 FAX (850) 638-8069
MAY 2024

PLAT BOOK _____, PAGE _____.

DESTIN CONNECTOR SUBDIVISION

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25–34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
JANUARY 2025



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°51'35"W	19.61'
L2	S88°58'03"E	89.80'
L3	N40°23'57"E	75.61'
L4	N17°58'23"E	59.32'
L5	N03°57'46"W	79.93'
L6	N86°02'14"E	125.00'
L7	S03°57'47"E	17.03'
L8	N81°37'58"W	71.64'
L9	S08°23'00"W	99.96'
L10	N81°38'01"W	117.80'
L11	N82°31'53"W	50.32'
L12	N00°39'23"E	18.40'
L13	S81°37'58"E	53.28'
L14	N03°46'04"W	18.08'
L15	N08°22'03"E	23.16'
L16	N42°58'43"E	39.50'
L17	S81°46'43"E	35.64'
L18	S01°30'22"W	3.81'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	979.08'	1°29'04"	25.36'	S1°48'17"W	25.36'
C2	530.00'	53°49'09"	497.84'	N77°55'01"E	479.74'
C3	490.00'	32°23'01"	276.95'	N88°38'05"E	273.28'
C4	248.00'	15°30'59"	67.16'	N64°41'04"E	66.96'
C5	75.00'	41°08'51"	53.86'	N35°45'48"E	52.71'
C6	67.00'	26°35'17"	31.09'	N28°10'57"E	30.81'
C7	98.00'	13°43'17"	23.47'	N34°36'57"E	23.41'
C8	28.00'	49°54'24"	24.39'	N68°29'10"W	23.63'
C9	108.00'	20°38'30"	38.91'	S76°14'23"W	38.70'
C10	530.00'	38°54'27"	359.90'	S85°22'22"W	353.03'
C11	490.00'	45°12'12"	386.58'	S82°13'30"W	376.63'
C12	510.00'	13°16'19"	118.14'	N78°27'35"E	117.87'
C13	510.00'	21°24'51"	190.61'	N61°07'00"E	189.50'
C14	510.00'	7°25'51"	66.14'	N46°41'39"E	66.10'
C15	510.00'	61°50'52"	550.52'	S73°54'09"W	524.18'
C16	510.00'	47°06'32"	419.32'	N81°16'19"E	407.61'
C17	90.00'	63°34'00"	99.85'	S49°59'43"E	94.81'
C18	46.00'	41°05'47"	32.99'	S19°02'32"E	32.29'
C19	556.00'	56°14'24"	545.75'	N76°42'23"E	524.11'
C20	464.00'	26°39'52"	215.94'	S88°30'21"E	213.99'
C21	464.00'	1°03'36"	8.58'	N72°58'22"E	8.58'
C22	222.00'	15°28'45"	59.98'	N64°42'11"E	59.79'
C23	49.00'	11°25'10"	9.77'	N50°29'00"E	9.75'

LEGEND & ABBREVIATIONS:

PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PB	= PLAT BOOK
PG	= PAGE
LB	= LICENSED BUSINESS
PRM	= PERMANENT REFERENCE MONUMENT
PCP	= PERMANENT CONTROL POINT
SSMC	= SOUTHEASTERN SURVEYING & MAPPING CORPORATION
●	= SET 5/8" IRON ROD & CAP "SSMC LB 2108" UNLESS OTHERWISE NOTED
■	= SET 4" X 4" CONCRETE MONUMENT "SSMC LB 2108 PRM" UNLESS OTHERWISE NOTED
⊙	= SET NAIL & DISK "SSMC LB 2108 PCP" UNLESS OTHERWISE NOTED

59123002

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CERTIFICATE OF AUTHORIZATION NO. LB-2108

DESTIN CONNECTOR SUBDIVISION

SHEET 2 OF 2 SHEETS

Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119| Email: planning@cityofdestin.com

March 4, 2025 **Development Order No. 25-05**

Final Development Order:

DESTIN CROSSTOWN CONNECTOR
MAJOR DEVELOPMENT ORDER & MAJOR SUBDIVISION
(DEV-001449-2024 & SUB-001448-2024)

Based upon the City's approval and issuance of this Development Order on March 4, 2025, this document will serve as the Final Development Order for the proposed subject project(s), and includes all of the provisions and conditions in the attached Technical Review Committee Report.

The approved project scope includes the subdivision of the parcels herein to establish City Right-of-Way (ROW) and associated parcels (to be rezoned to Recreational at a later date), as well as construction of a road connecting Legion Drive to Azalea & Benning Drive, and the associated site infrastructure. This approved Development Order is for the property located and described below:

700 Legion Drive, 215-217 Beach Drive, 209 Beach Drive, 601-611 Sandalwood Drive
Destin, FL 32541

Parcel IDs: 00-2S-22-2335-0000-0130, 00-2S-22-3083-000B-0180, 00-2S-22-3083-000B-0170, 00-2S-22-0000-0009-0000, 00-2S-22-2167-0000-0300, 00-2S-22-2167-0000-0310, 00-2S-22-2167-0000-0280, 00-2S-22-2167-0000-0320, 00-2S-22-2167-0000-029A, 00-2S-22-2167-0000-0330, 00-2S-22-2167-0000-0270, 00-2S-22-2167-0000-0340, 00-2S-22-2167-0000-0260, 00-2S-22-2167-0000-0250, & 00-2S-22-5555-0000-0020

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the Civil Plans (Exhibit A), Signage Set (Exhibit B), Lighting Plan (Exhibit C), Landscape Plans (Exhibit D), and Preliminary Plat (Exhibit E) dated approved November 15, 2024.

2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:

SPECIFIC CONDITIONS:

1. Provide an As-Built Plan for irrigation installed prior to issuance of C.O.

GENERAL CONDITIONS:

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

   Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **March 4, 2025** (no later than **March 4, 2026**) and must be completed as shown on plans approved by the Technical Review Committee.

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

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

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

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for **"Destin Crosstown Connector**" will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**

   A. Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with *LDC Section 2.10.00* to maintain concurrency, or

   B. Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under *LDC Article 6*.

3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require bonding):

   A. Disturbance of the City's Right-Of-Way.
   B. Pavement cuts.
   C. Construction of any kind.
   D. Clearing, grubbing, or demolition.
   E. Paving, grading, drainage, sidewalks.

F. Signage.
G. Installation of utilities.
H. Construction trailers.
I. Site Screening.

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

A. **Prior to the issuance of any City Permit,** a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to ***LDC 7.01.02(B)*** for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.

B. **Prior to the Commencement of Construction,** a fence permit, with a copy of the approved Erosion Control, Staging, and Construction Parking Plan for the site must be submitted and approved by the City. The submitted plan shall also indicate the location of the Construction Site Screening. Said screening must meet the requirements set forth in ***Destin Code of Ordinances, Section 6-51 Screen Criteria***.

C. **Prior to the issuance of any City Permit,** obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer, if applicable. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre.

D. **Prior to the issuance of any City Permit,** a copy of the Northwest Florida Water Management District (NWFWMD) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.

E. **Prior to the issuance of a Certificate of Occupancy,** the developer/owner, engineer of record and the contractor shall make themselves familiar with ***LDC Article 11.09.00., Illicit Discharge***, and shall comply with the codes, or be subject to enforcement.

F. **Prior to the issuance of a Certificate of Occupancy,** all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full. The fee below is an ***estimate only*** and represents the Impact Fee rate as currently adopted. The fee will be reevaluated and assessed based on the fees adopted at the time of Building Permit application submittal.

Estimated impact fee total: None

G. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.

H. **Prior to the issuance of a Certificate of Occupancy,** all assigned address number(s) for the principal building(s) shall be installed in accordance with ***LDC Section 7.18.04***.

Steve O'Connor Date
Deputy Director/Interim Director
Community Development
City of Destin

Matt Taylor, P.E. Date
Authorized Agent
AtkinsRealis

TECHNICAL REVIEW COMMITTEE REPORT
DESTIN CROSSTOWN CONNECTOR
MAJOR DEVELOPMENT ORDER & MAJOR SUBDIVISION
(DEV-001449-2024 & SUB-001448-2024)

Applicant:	City of Destin
Agent:	AtkinsRealis
Location:	700 Legion Drive, 215-217 Beach Drive, 209 Beach Drive, 601-611 Sandalwood Drive
Request:	Subdivision of the parcels herein to establish City Right-of-Way (ROW) and associated parcels (to be rezoned to Recreational at a later date), as well as construction of a road connecting Legion Drive to Azalea & Benning Drive, and the associated site infrastructure
Parcel Size:	±7.62 acres, ±331,927 square feet
Future Land Use:	Medium Density Residential – Village (MDR-V) & Low Density Residential – Village (LDR-V)
Zoning District:	Medium Density Residential – Village (MDR-V) & Low Density Residential – Village (LDR-V)
Density:	N/A
Intensity:	N/A
Application Date:	July 11, 2024
Approved Site Plan Date:	December 27, 2024

DISCUSSION/FINDINGS

Matt Taylor of AtkinsRealis, on behalf of the City of Destin, is requesting approval of a Major Development Order application (DEV-001449-2024) & a Major Subdivision (SUB-001448-2024) application. This project includes the subdivision of the parcels herein to establish City Right-of-Way (ROW) and associated parcels (to be rezoned to Recreation at a later date), as well as construction of a road connecting Legion Drive to Azalea & Benning Drive, and the associated site infrastructure. The subject project is located at 700 Legion Drive, 215-217 Beach Drive, 209 Beach Drive, 601-611 Sandalwood Drive, and unaddressed parcel fronting Benning Drive (Parcel IDs: 00-2S-22-2335-0000-0130, 00-2S-22-3083-000B-0180, 00-2S-22-3083-000B-0170, 00-2S-22-0000-0009-0000, 00-2S-22-2167-0000-0300, 00-2S-22-2167-0000-0310, 00-2S-22-2167-0000-0280, 00-2S-22-2167-0000-0320, 00-2S-22-2167-0000-029A, 00-2S-22-2167-0000-0330, 00-2S-22-2167-0000-0270, 00-2S-22-2167-0000-0340, 00-2S-22-2167-0000-0260, 00-2S-22-2167-0000-0250, & 00-2S-22-5555-0000-0020).

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The subject properties are within the **Medium Density Residential – Village (MDR-V) and Low Density Residential – Village (LDR-V)** zoning district. Also, the properties have a Future Land Use Map Designation of **Medium Density Residential – Village (MDR-V)** and **Low Density Residential – Village (LDR-V).** The proposed project is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

LAND USE

The proposed project is the establishment of Right-of-Way (ROW) so that a new road can be constructed; therefore, there is no ‘use’ associated with this project. The scope of work proposed is permitted within the zoning district in which it is located.

DENSITY
There is no density and/or intensity proposed as part of this project.

HEIGHT
There are no structures proposed as part of this project; therefore, height is not applicable.

SETBACKS
There are no structures proposed as part of this project; therefore, setbacks are not applicable.

OPEN SPACE
Aside from the Right-of-Way establishment for the future road, the adjacent parcels will be vacant, vegetated, and utilized for stormwater maintenance.

PLATTING
This project is currently proposing Preliminary Plat approval, to be reviewed concurrently with the Development Order.

AIRPORT PROTECTION
As proposed, this project is not affected by nor affects the Destin Executive Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport impact area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS
There are no trips being generated as part of this project. The future road will facilitate existing trips on the network.

RIGHT-OF-WAY DEDICATION
The project does include Public Right-of-Way dedication.

INGRESS/EGRESS
The future road will connect Legion Drive to Azalea & Benning Drive. As designed, it could also be accessible via Beach Drive.

PEDESTRIAN NETWORK
The project provides a complete pedestrian network as required in ***LDC 8.09.03.A(6)***.

PARKING:
There is no parking associated with this project, as the scope only consists of a future roadway.

UTILITIES:
All utilities are required to be underground.

STORMWATER:
The City Manager's Stormwater designee approved the stormwater plan on December 6, 2024.

REFUSE COLLECTION:
Refuse collection is not applicable as part of this project, as no waste will be generated.

WHITE SANDS ZONE
The proposed project site is not located within any White Sand Zones.

LANDSCAPING

Front perimeter/common boundary:	Not applicable
Interior parking landscape:	Not applicable
Buffer zone:	Provided
Preservation and restoration:	
Reforestation trees required:	76
Protected trees to be removed/replaced:	0
Preserved tree credits:	0
Required parking trees:	0
Required street trees:	0
Total required trees:	**76**
Total trees provided:	**300**

***Modification/alteration to any approved species of trees or shrubs shall be reviewed and approved by the Community Development Director or their designee prior to installation. A Development Order (DO) Deviation may be required if the proposed changes do not substantially meet the originally approved landscape plan.**

SIGNS
No signs are being proposed with these applications.

IMPACT FEES:
There is no gross floor area and/or 'uses' proposed as part of this project. Therefore, there are no estimated impact fees at this time.

OTHER FEES:
None

COMMENTS:
Staff has not received any written comment for this project from the public. Staff fielded a few phone calls inquiring for additional information; however, those phone calls seemed supportive once understood.

VINTAGE
TITLE & ESCROW

1234 Airport Road, Unit 108
Destin, Florida 32541
Phone: (850) 460-2027
Facsimile: (850) 460-2035

April 25, 2019

City of Destin, Florida
ATTN: Lance Johnson
4200 Indian Bayou Trail
Destin, FL 32541

Re: 601 Sandalwood Drive, Destin, FL 32541

Dear Mr. Johnson,

Pursuant to the closing on the above-referenced, enclosed please find the following items enclosed:

1) Original Owners Title Policy
2) Original Recorded Warranty Deed

Please let us know if there is anything we can do for you in the future.

Sincerely,

Stephanie R Lefebvre

Stephanie@vintagetitlefl.com
Vintage Title & Escrow, Inc.

WESTCOR
LAND TITLE INSURANCE COMPANY

POLICY NO.
OP-25-FL1300-7286403

OWNER'S POLICY OF TITLE INSURANCE
(with Florida Modifications)

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Westcor Land Title Insurance Company, a South Carolina corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS CONTINUED ON NEXT PAGE

In Witness Whereof, **WESTCOR LAND TITLE INSURANCE COMPANY**, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

WESTCOR LAND TITLE INSURANCE COMPANY

Issued By: **FL1300 * V18-2380**

Vintage Title & Escrow, Inc.

1234 Airport Road, Unit 108
Destin, FL 32541

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL SOUTH CAROLINA 1993

By: Mary O'Donnell
President

Attest:
Secretary

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (a) the occupancy, use, or enjoyment of the Land;

   (b) the character, dimensions, or location of any improvement erected on the Land;

   (c) the subdivision of land; or

   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

      (i) to be timely, or

      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation

(including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized bylaw.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any

other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

OWNER'S POLICY OF TITLE INSURANCE (With Florida Modifications)

WESTCOR LAND TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

Westcor Land Title Insurance Company
ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

Schedule A

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Ste., 200, Maitland, FL 32751, Phone No.: (407) 629-5842.**

State: **Florida** County: **Okaloosa**

Agent File No. #:	Policy Number	Effective Date	Amount of Insurance	Premium
V18-2380	**OP-25-FL1300-7286403**	**March 27, 2019 @ 03:38:00 PM**	**$154,000.00**	**$845.00**

Plant File #: **18-53610**	Simultaneous #:	Reinsurance #:

Address Reference: **601 Sandalwood Dr, Destin, Florida 32541**
Property Type: **R**

1. Name of Insured: **City of Destin, Florida**

2. The estate or interest in the Land that is insured by this policy is: **Fee Simple**

3. Title is vested in: **City of Destin, Florida**

4. The land referred to herein is described as follows:

   See Schedule A – Continuation Page for Legal Description

Authorized Signatory

Issued By: **FL1300*V18-2380**
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin FL, 32541

Note: This Policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

Underwriter: WESTCOR LAND TITLE INSURANCE COMPANY

Schedule A, Continuation Page

All of Lot 30, and the West 15.58 feet of the North 100.00 feet and the West 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Schedule B

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. **Rights or claims of parties in possession not shown by the Public Records.**

2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

3. **Easements or claims of easements not shown by the Public Records.**

4. **Taxes or special assessments which are not shown as existing liens by the public records.**

5. **Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.**

*** * * The following items, as listed above, are hereby deleted: 1 and 4 * * ***

6. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

7. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, as amended in Official Records Book 1150, Page 1438, as may be further amended, of the Public Records of Okaloosa County, Florida.

8. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

9. Reservations affecting rights in Oil, Gas or any other Minerals, lying upon or beneath the lands insured hereby, pursuant to that instrument recorded in Official Records Book 952, Page 44, of the Public Records of Okaloosa County, Florida. (No determination has been made as to the current record holder of such mineral interest). Element of coverage 3b of the Florida Form 9 comprehensive Endorsement issued herewith, if any, shall not apply with respect to this item.

10. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:
State: **Florida** County: **Okaloosa**
Property Address: **601 Sandalwood Dr Destin 32541**

Plant File #: 18-53610	Reinsurance #:	Agent File #: v18-2380

Schedule A

1. Effective Date: **September 25, 2018 @ 8:00 am**

2. Policy or Policies to be issued:
   a. Owner's Policy — Amount

   City of Destin — **$154,000.00**

   b. Loan Policy — Amount

   2nd Proposed Insured Loan: — Amount

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   Cynthia C. Putman

5. The land is described as follows:

   See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By:
FL1300
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin, FL 32541

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule A, Continuation Page

All of Lot 30, and the West 15.58 feet of the North 100.00 feet and the West 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 1

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a. Warranty Deed from Cynthia C. Putman to City of Destin conveying the land described under Schedule "A".

    NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

2. Pay the agreed amount for the estate or interest to be insured.

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.

6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

7. Pay the premiums, fees, and charges for the Policy to the Company.

8. Release or Satisfaction of Mortgage executed by Cynthia C. Putman, a single woman in favor of Charles R. Watson and wife, Corinne H. Watson, given to secure the original principal sum of $50,000.00, dated March 16, 2004 and recorded in Official Records Book 2515, Page 4940, of the Public Records of Okaloosa County, Florida.

9. Release or Satisfaction of Mortgage executed by Cynthia C. Putman, unmarried in favor of AmSouth Bank, given to secure the original principal sum of $70,000.00, dated May 25, 2004 and recorded in Official Records Book 2542, Page 3159, of the Public Records of Okaloosa County, Florida.

NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $328.30; Assessed Value $51,952.00; Gross Amount $339.59; Exemptions: Yes ; Folio No.: 00-2S-22-2167-0000-0300. Note: Taxes are being paid in installments.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

1. Warranty Deed recorded March 17, 2004 in Official Records Book 2515, Page 4939, of the Public Records of Okaloosa County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

2. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

4. **Easements or claims of easements not shown by the Public Records**

5. **Taxes or special assessments which are not shown as existing liens by the public records.**

6. **Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.**

7. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

8. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, as amended in Official Records Book 1150, Page 1438, as may be further amended, of the Public Records of Okaloosa County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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9. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

10. Reservations affecting rights in Oil, Gas or any other Minerals, lying upon or beneath the lands insured hereby, pursuant to that instrument recorded in Official Records Book 952, Page 44, of the Public Records of Okaloosa County, Florida. (No determination has been made as to the current record holder of such mineral interest). Element of coverage 3b of the Florida Form 9 comprehensive Endorsement issued herewith, if any, shall not apply with respect to this item.

11. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

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Prepared By and Return To:
Vintage Title & Escrow
1234 Airport Road, Suite 108
Destin, FL 32541

File No. 18-2380

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2167-0000-0300

Inst. #3267361 Bk: 3390 Pg: 4819
Page 1 of 2 Recorded: 3/27/2019 3:38 PM
RECORDING ARTICLE V: $8.00 RECORDING: $10.50
D Doc Stmp: $1,078.00
DEPUTY CLERK CBAKER
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

Rec 18.50
1078.00
$1096.50

WARRANTY DEED

THIS WARRANTY DEED dated March 26, 2019, by Cynthia C. Putman an unmarried woman, whose post office address is 12 Ginger Tree Lane, Coronado, CA 98118, hereinafter called the grantor, to City of Destin, Florida, whose post office address is 4200 Indian Bayou Trail, Destin, FL 32541, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in Okaloosa County, Florida, to wit:

All of Lot 30, and the West 15.58 feet of the North 100.00 feet and the West 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2018.

WARRANTY DEED
(Continued)

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Signature)

VINCE A. GONZALEZ

(Witness Signature)

CLAUDIA AMBROSE

Cynthia C. Putman

Cynthia C. Putman

12 Ginger Tree Lane
(Address)

Coronado, CA 98118
(Address)

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, LUIGI AMBROSE, a Notary Public of the County and State first above written, do hereby certify that Cynthia C Putman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25 day of MARCH 2019

Notary Public

My Commission Expires: 11/10/2021

(SEAL)

LUIGI AMBROSE
Notary Public – California
San Diego County
Commission # 2218056
My Comm. Expires Nov 10, 2021

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN*
C. JEFFREY MCINNIS
RICHARD P. PETERMANN+
TIMOTHY W. SHAW

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
+ ALSO ADMITTED IN WYOMING & ALABAMA

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

May 1, 2023

Via FEDEX

The City of Destin, Florida, a Florida municipal corporation
4200 Indian Bayou Trail
Destin, FL 32541
Attn: Jeff Cozadd/ Projects/Grants/ Contracts Manager

RE: 602 Sandalwood Dr., Destin, FL 32541
Seller: April M. & Thomas Adam Hughes. Our File# 23-0035CJM

Dear Mr. Cozadd ,

Enclosed please find the following documents concerning the above referenced real property closing :

1. Original Owner's Policy # 50184912-0015651e.
2. Original Recorded Warranty Deed.
3. Original Bill of Sale.

It was a pleasure assisting The City of Destin with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please give us a call. Congratulations on your purchase!!!

Sincerely,
ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com
Enclosures

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6384818
Property Address: 602 SANDALWOOD DR, DESTIN, FL 32541-2455

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0035CJM
First American File Number: 7223-6384818
Policy Number: 50184912-0015651e
Amount of Insurance: $215,000.00
Date of Policy: April 26, 2023 at 2:33 p.m.

1. The Insured is:

   The City of Destin, Florida

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0035CJM
FAST File Number: 7223-6384818

The Land referred to herein below is situated in the County of OKALOOSA, State of Florida, and is described as follows:

Lot 31 and Westerly 6 feet of Lot 32, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

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Customer Reference Number: 23-0035CJM
First American File Number: 7223-6384818

SCHEDULE B

Policy Number: 50184912-0015651e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, gas and mineral reservations contained in Deed recorded in Book 952, Page 44.

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Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1-6 above is/are hereby deleted.

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Agent File Number: 23-0035CJM
Issuing Office File Number: 7223-6384818

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 23-0035CJM
Policy #: 50184912-0015651e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:
a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:
a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

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necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

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The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**.

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ 1505.00

E-RECORDED Instr. # 3620011
Okaloosa County, FL
O.R. Book 3672 Page 1950
Date 4/26/2023 Time 2:33 PM

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0035CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 26th day of April, 2023, by **APRIL M. HUGHES, f/k/a APRIL M. WILLIAMS AND HUSBAND, THOMAS ADAM HUGHES,** whose post office address for purposes hereof is 602 Greenwood Cove E. , Niceville, FL 32578, (hereinafter collectively called "Grantor", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 31 and Westerly 6 feet of Lot 32, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2167-0000-0310

The land described herein is not the homestead of the Grantor, and neither the Grantor, nor anyone for whose support the Grantor is responsible, resides on or adjacent to said land.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto.

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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 as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: Jill Bryant
(Witness Sign Above Line)
Printed Name: Jill Bryant

Witness #2: Wendi Townsend
(Witness Sign above Line)
Printed Name: Wendi Townsend

April M. Hughes, f/k/a April M. Williams

Witness #1: Jill Bryant
(Witness Sign Above Line)
Printed Name: Jill Bryant

Witness #2: Wendi Townsend
(Witness Sign above Line)
Printed Name: Wendi Townsend

Thomas Adam Hughes

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 26th day of April, 2023, by April M. Hughes, f/k/a April M. Williams and husband, Thomas Adam Hughes,

_____ who are personally known to me OR

__X__ who have produced a Drivers License as proper identification and who did not take an oath.

Jill Bryant

(NOTARY SEAL)

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

NOTARY PUBLIC
My Commission Expires: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, **April M. Hughes, f/k/a April M. Williams and husband, Thomas Adam Hughes,** party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States, to such party paid by **THE CITY OF DESTIN, Florida, a Florida municipal corporation**, party of the second part, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, the following goods and chattels:

All built in furnishings, built in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting and flooring, on the real property more particularly described in Exhibit A, which items are being conveyed "AS IS" and in accordance with the terms and conditions of the Offer and Purchase Agreement by and between the parties hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, such party's personal representatives, heirs, successors and assigns forever.

And first party does for such party, and such party's personal representatives, heirs and assigns, covenant to and with the said party of the second part, such party's personal representatives, heirs, successors and assigns, that said party of the first part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that first party has good right to sell the same as aforesaid, and that first party will warrant and defend the sale of the said goods and chattels hereby made unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has hereunto set such party's hand(s) and seal(s) effective as of the 26th day of April, 2023.

Signed, sealed and delivered in the presence of:

Witness 1 (Signature Above Line)

Print Name: Jill Bryant

Wendi Townsend
Witness 2 (Signature Above Line)
Print Name: Wendi Townsend

April M. Hughes, f/k/a April M. Williams

Witness 1 (Signature Above Line)

Print Name: Jill Bryant

Wendi Townsend
Witness 2 (Signature Above Line)
Print Name: Wendi Townsend

Thomas Adam Hughes

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 26th day of April, 2023, by April M. Hughes, f/k/a April M. Williams and husband, Thomas Adam Hughes.

_____ who are personally known to me OR
__X__ who have produced a Drivers License as proper identification and who did not take an oath.

Jill Bryant
NOTARY PUBLIC
My Commission Expires: _____

This Instrument prepared by:
C. Jeffrey McInnis, Attorney at Law
Anchors Smith Grimsley, P.L.C.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
jmcinnis@asglegal.com
File No. 23-0035cjm

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

EXHIBIT A

Parcel (ID# 00-2S-22-2167-0000-0310)

Lot 31 and Westerly 6 feet of Lot 32, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

A.

SETTLEMENT STATEMENT

B. TYPE OF LOAN:

1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: 18-2155

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

(18-2155.PFD/18-2155/6)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
City of Destin	The Estate of James A LeMaster deceased 2535 Sugar Grove Trail, NE Leland, NC 28451	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 27-0399046 Vintage Title & Escrow, Inc. PLACE OF SETTLEMENT 1234 Airport Rd #108 Destin, Fl. 32541	I. SETTLEMENT DATE:
603 Sandalwood Dr Destin, FL 32541 Okaloosa County, Florida		

J. SUMMARY OF BUYER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BUYER:			**400. GROSS AMOUNT DUE TO SELLER:**		
101. Contract Sales Price		85,000.00	401. Contract Sales Price		85,000.00
102. Personal Property			402. Personal Property		
103. Settlement Charges to Buyer (Line 1400)		1,565.75	403.		
104.			404.		
105.			405.		
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller in advance*		
106. City/Town Taxes	to		406. City/Town Taxes	to	
107. County Taxes	to		407. County Taxes	to	
108. Assessments	to		408. Assessments	to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BUYER		86,565.75	*420. GROSS AMOUNT DUE TO SELLER*		85,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:			**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**		
201. Deposit or earnest money			501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)			502. Settlement Charges to Seller (Line 1400)		
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff First Mortgage		
205.			505. Payoff Second Mortgage		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210. City/Town Taxes	to		510. City/Town Taxes	to	
211. County Taxes	to		511. County Taxes	to	
212. Assessments	to		512. Assessments	to	
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR BUYER			*520. TOTAL REDUCTION AMOUNT DUE SELLER*		
300. CASH AT SETTLEMENT FROM/TO BUYER:			**600. CASH AT SETTLEMENT TO/FROM SELLER:**		
301. Gross Amount Due From Buyer (Line 120)		86,565.75	601. Gross Amount Due To Seller (Line 420)		85,000.00
302. Less Amount Paid By/For Buyer (Line 220)		( )	602. Less Reductions Due Seller (Line 520)		( )
303. CASH (X FROM) (TO) BUYER		86,565.75	*603. CASH (X TO) (FROM) SELLER*		85,000.00

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin

BY:_____

Seller The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

_____
Vintage Title & Escrow, Inc.
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$ @ %		
Division of Commission (line 700) as Follows:			
701. $ to			
702. $ to			
703. Commission Paid at Settlement			
704. to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee % to			
802. Loan Discount % to			
803. Appraisal Fee to			
804. Credit Report to			
805. Lender's Inspection Fee to			
806. Mortgage Ins. App. Fee to			
807. Assumption Fee to			
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to @ $ /day (days %)			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for years to			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	months @ $ per month		
1002. Mortgage Insurance	months @ $ per month		
1003. City/Town Taxes	months @ $ per month		
1004. County Taxes	months @ $ per month		
1005. Assessments	months @ $ per month		
1006.	months @ $ per month		
1007.	months @ $ per month		
1008.	months @ $ per month		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee	to Vintage Title & Escrow, Inc.	350.00	
1102. Abstract or Title Search	to Westcor Land Title Insurance Company	85.00	
1103. Title Examination	to		
1104. Courier/Express/Wire Fee	to		
1105. Document Preparation	to		
1106. Notary Fees	to		
1107. Attorney's Fees	to		
(includes above item numbers:	)		
1108. Title Insurance	to Westcor Land Title Insurance Company	488.75	
(includes above item numbers:	)		
1109. Lender's Coverage	$		
1110. Owner's Coverage	$ 85,000.00 488.75		
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $ 18.50 ; Mortgage $;	Releases $	18.50	
1202. City/County Tax/Stamps: Deed	; Mortgage		
1203. State Tax/Stamps: Deed 595.00	; Mortgage	595.00	
1204. Intangible Stamps	Clerk of Court		
1205. Record CMA/AONH	to Clerk of Court	28.50	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest Inspection	to		
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		1,565.75	

Vintage Title & Escrow, Inc., Settlement Agent

Certified True Copy

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.
I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin

BY:_____

Seller The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Vintage Title & Escrow, Inc., Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

CITY OF DESTIN
OFFER AND PURCHASE AGREEMENT

AGENCY:	City of Destin
PROJECT:	Destin Connector
COUNTY:	Okaloosa
PARCEL NO.:	603 Sandalwood

Seller: Heirs of James A. and Alice LeMaster
Buyer: City of Destin

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Property Tax ID No. 00-2S-22-2167-0000-0280

(b) Estate being purchased:
- ☑ Fee Simple
- ☐ Permanent Easement
- ☐ Temporary Easement
- ☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: 1,981 SF; 1,184 SF Attached SFR; concrete driveway, wood privacy fence and utility connections – Total Acquisition.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.
is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE

(a) **Real Property**

Land/Improvements	1. $	85,000.00
Real Estate Damages	2. $	0.00
(Severance/Cost-to-Cure)		0.00
Incentive Offer	3. $	0.00
Total Real Property	**4. $**	85,000.00
(b) **Total Personal Property**	**5. $**	0.00
Total Purchase Price (Add lines **4** and **5**)	$	85,000.00
(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.	$	85,000.00
(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.	$	0.00

Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to

Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.

(e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.

(f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation(s) Form(s), Form Number 575-070-12,** executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) prior to or upon receiving payment for the outdoor advertising structure(s).

(g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.

(h) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.

(i) Other:

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)

Catherine Le Master, Exec 9/26/17
Signature Date

Catherine Le Master
Type or Print Name under signature

Signature Date

Type or Print Name under signature

Buyer

City of Destin

BY: _____
Signature Date

City of Destin Consultant Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, 2017 .

BY: _____
Signature Date

Type or Print Name and Title under signature

This document delivered by _____
Date

This document received by _____
Date

SIGNATURE ADDENDUM

SELLER(S):

Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature
Signature Date	Signature Date
Type or Print Name under signature	Type or Print Name under signature

1234 Airport Road, Unit 108
Destin, Florida 32541
Phone: (850) 460-2027
Facsimile: (850) 460-2035

PRIVACY POLICY

Vintage Title & Escrow, Inc. (Company) collects NPI (Non-Public Information) from the following sources:

(1) Information received from customers on applications or other forms.
(2) Information about customer transactions with the Company, its affiliates, or others.
(3) Information received from a consumer reporting agency.

Company restricts access to NPI to those Applicable Parties who need to know that information to provide products or services to customers. The Company maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard NPI.

Our employees are bound by our Code of Conduct and Privacy policies to access personal consumer information for legitimate business purposes only and to safeguard confidential information about you.

I/We have received a copy this ____ day of MAY 2018

City of Destin, Florida

Carisse LeJeune, City Manager

The Estate of James A LeMaster

Catherine M LeMaster, Personal Representative

COMPLIANCE AND TAX PRORATION AGREEMENT
(Continued)

WeunderstandthatWestcorLandTitleInsuranceCompanyisrelyingonthestatementscontainedhereintocompute theappropriateamountfortheLender'sescrowaccount.Theclosingagentwillnotbeliableforanyshortagesinthe escrow amount.

Buyer(s)

City of Destin, Florida

BY:_____
Carisse Lejeune, City Manager

Seller(s)

The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

Prepared By and Return To:
Vintage Title & Escrow, Inc.
1234 Airport Rd #108
Destin, Fl. 32541

File No. 18-2155

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2167-0000-0280

COMPLIANCE AND TAX PRORATION AGREEMENT

RE: Closing Date: May 14, 2018
Buyer(s): City of Destin, Florida
Property Address: 603 Sandalwood Dr, Destin, FL, 32541
File No.: 18-2155

We, the undersigned Buyers & Sellers herein acknowledge the following as conditions of the above referenced transaction:

1. The undersigned parties will fully cooperate if adjustment for clerical errors on any or all closing documentation is necessary and will sign such additional documents as are necessary to correct such errors.

2. Calculations of payoff figures, or principal balance and escrow account balances and/or proration, was based on information, either obtained orally or in writing from your existing lender(s). The closing agent will not be liable for miscalculations as a result of errors made by the lender(s). If there is/are discrepancies between the figures used in preparing the closing statements, and future information provided by the lender(s) resulting in a demand by the lender(s) for additional funds, owner will, upon request forward said funds forthwith;

3. Consent is hereby given, pursuant to Rule 4-186.008(3) of the Florida Administrative Code, to the placement of the settlement funds for the transaction into an interest bearing account in the name of Vintage Title & Escrow, Inc.. The parties understand the interest earned or other benefits earned, if any, on such account will be the property of Vintage Title & Escrow, Inc.;

4. The undersigned parties understand agree that any shortage in payments made to the debtors as a "courtesy" or "accommodation" payoff, that are not secured by the property (i.e. credit cards, car loans, student loans, etc.) will be the sole responsibility of the borrower.

5. The calculation of the amounts escrowed for taxes as reflected on the closing statement has been made on the basis of an estimated gross tax figure in the amount of $943.72. It is agreed and understood by all parties that any adjustments in the tax proration will be settled outside of closing between the buyer and seller.

6. Seller represents and warrants that all Homeowner and/or Condominium Association dues/fees and/or special assessments are paid in full at time of settlement. Dues/fees are the amount of $NA.

The undersigned Owners of the above referenced property hereinacknowledge they_____have_____have not filed for or received homestead exemption for taxes for the current year.

BUYER / SELLER CERTIFICATION

Buyer: City of Destin, Florida
Seller: The Estate of James A LeMaster, deceased
Lender: CASH
Settlement Agent: Vintage Title & Escrow, Inc.
(850)460-2027
Place of Settlement: 1234 Airport Rd #108
Destin, Fl. 32541
Settlement Date: May 14, 2018
Property Location: 603 Sandalwood Dr
Destin, FL 32541
Okaloosa County, Florida

The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs), consisting of two (2) pages. Buyer acknowledges receipt of the payment of the loan proceeds in full, and Seller acknowledges payment in full of the proceeds due Seller from the settlement.

The Buyer and Seller understand that the tax prorations shown on the Settlement Statement are based off of the previous tax assessment The Buyer and Seller agree to adjust the tax prorations shown on the Settlement Statement when the actual advalorem tax bill is rendered. Seller agrees to forward the next tax bill to Buyer immediately upon receipt of the bill from the tax office. Buyer understands that the next tax bill (even though in the name of the Seller) is the responsibility of the Buyer.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof, the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

City of Destin, Florida

BY:_____
Carisse Lejeune, City Manager

The Estate of James A LeMaster, deceased

BY:_____
Catherine M. LeMaster, Personal Rep.

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

_____
Vintage Title & Escrow, Inc.
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 & Section 1010.

L. SETTLEMENT CHARGES

			PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$	@ %		
Division of Commission (line 700) as Follows:				
701. $ to				
702. $ to				
703. Commission Paid at Settlement				
704. to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee % to				
802. Loan Discount % to				
803. Appraisal Fee to				
804. Credit Report to				
805. Lender's Inspection Fee to				
806. Mortgage Ins. App. Fee to				
807. Assumption Fee to				
808.				
809.				
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From to @ $ /day (days %)				
902. Mortgage Insurance Premium for months to				
903. Hazard Insurance Premium for years to				
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance		months @ $ per month		
1002. Mortgage Insurance		months @ $ per month		
1003. City/Town Taxes		months @ $ per month		
1004. County Taxes		months @ $ per month		
1005. Assessments		months @ $ per month		
1006.		months @ $ per month		
1007.		months @ $ per month		
1008.		months @ $ per month		
1100. TITLE CHARGES				
1101. Settlement or Closing Fee	to Vintage Title & Escrow, Inc.		350.00	
1102. Abstract or Title Search	to Westcor Land Title Insurance Company		85.00	
1103. Title Examination	to			
1104. Courier/Express/Wire Fee	to			
1105. Document Preparation	to			
1106. Notary Fees	to			
1107. Attorney's Fees	to			
(includes above item numbers:		)		
1108. Title Insurance	to Westcor Land Title Insurance Company		488.75	
(includes above item numbers:		)		
1109. Lender's Coverage	$			
1110. Owner's Coverage	$ 85,000.00	488.75		
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed $ 18.50	; Mortgage $;	Releases $	18.50	
1202. City/County Tax/Stamps: Deed	; Mortgage			
1203. State Tax/Stamps: Deed	595.00 ; Mortgage		595.00	
1204. Intangible Stamps	Clerk of Court			
1205. Record CMA/AONH	to Clerk of Court		28.50	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to Southeastern Survyeing		650.00	
1302. Pest Inspection	to			
1303.				
1304.				
1305.				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			2,215.75	

Vintage Title & Escrow, Inc., Settlement Agent

Certified True Copy

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.
I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin, Florida

BY: _____
Carisse Lejeune, City Manager

Seller The Estate of James A LeMaster, deceased

BY: _____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Vintage Title & Escrow, Inc., Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

A.

SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: 18-2155
7. LOAN NUMBER:
8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

(18-2155.PFD/18-2155/9)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
City of Destin, Florida 4200 Indian Bayou Trail Destin, FL 32541	The Estate of James A LeMaster deceased 2535 Sugar Grove Trail, NE Leland, NC 28451	CASH

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 27-0399046 Vintage Title & Escrow, Inc. PLACE OF SETTLEMENT 1234 Airport Rd #108 Destin, Fl. 32541	I. SETTLEMENT DATE:
603 Sandalwood Dr Destin, FL 32541 Okaloosa County, Florida		May 14, 2018

J. SUMMARY OF BUYER'S TRANSACTION					K. SUMMARY OF SELLER'S TRANSACTION				
100. GROSS AMOUNT DUE FROM BUYER:					**400. GROSS AMOUNT DUE TO SELLER:**				
101. Contract Sales Price				85,000.00	401. Contract Sales Price				85,000.00
102. Personal Property					402. Personal Property				
103. Settlement Charges to Buyer (Line 1400)				2,215.75	403.				
104.					404.				
105.					405.				
Adjustments For Items Paid By Seller in advance					*Adjustments For Items Paid By Seller in advance*				
106. City/Town Taxes		to			406. City/Town Taxes		to		
107. County Taxes		to			407. County Taxes		to		
108. Assessments		to			408. Assessments		to		
109.					409.				
110.					410.				
111.					411.				
112.					412.				
120. GROSS AMOUNT DUE FROM BUYER				87,215.75	*420. GROSS AMOUNT DUE TO SELLER*				85,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:					**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**				
201. Deposit or earnest money					501. Excess Deposit (See Instructions)				
202. Principal Amount of New Loan(s)					502. Settlement Charges to Seller (Line 1400)				
203. Existing loan(s) taken subject to					503. Existing loan(s) taken subject to				
204.					504. Payoff First Mortgage				
205.					505. Payoff Second Mortgage				
206.					506.				
207.					507.				
208.					508.				
209.					509.				
Adjustments For Items Unpaid By Seller					*Adjustments For Items Unpaid By Seller*				
210. City/Town Taxes		to			510. City/Town Taxes		to		
211. County Taxes	01/01/18	to	05/14/18	343.88	511. County Taxes	01/01/18	to	05/14/18	343.88
212. Assessments		to			512. Assessments		to		
213.					513.				
214.					514.				
215.					515.				
216.					516.				
217.					517.				
218.					518.				
219.					519.				
220. TOTAL PAID BY/FOR BUYER				343.88	*520. TOTAL REDUCTION AMOUNT DUE SELLER*				343.88
300. CASH AT SETTLEMENT FROM/TO BUYER:					**600. CASH AT SETTLEMENT TO/FROM SELLER:**				
301. Gross Amount Due From Buyer (Line 120)				87,215.75	601. Gross Amount Due To Seller (Line 420)				85,000.00
302. Less Amount Paid By/For Buyer (Line 220)				(343.88)	602. Less Reductions Due Seller (Line 520)				(343.88)
303. CASH (X FROM) (TO) BUYER				86,871.87	*603. CASH (X TO) (FROM) SELLER*				84,656.12

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer City of Destin, Florida

BY: _____
Carisse Lejeune, City Manager

Seller The Estate of James A LeMaster, deceased

BY: _____
Catherine M. LeMaster, Personal Rep.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

_____
Vintage Title & Escrow, Inc.
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

WESTCOR
LAND TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Vintage Title & Escrow, Inc.

WESTCOR LAND TITLE INSURANCE COMPANY

By: Mary O'Donnell
President

Attest: Patricia H Power
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;

(b) the Commitment to Issue Policy;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I—Requirements;

(f) Schedule B, Part II—Exceptions; and

(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I—Requirements;

(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:
State: **Florida** County: **Okaloosa**
Property Address: **603 Sandalwood Drive Destin 32541**

Plant File #: 18-15794	Reinsurance #:	Agent File #: V18-2155

Schedule A

1. Effective Date: **March 19, 2018 @ 8:00 am**

2. Policy or Policies to be issued:
   a. Owner's Policy — Amount

   City of Destin — **$85,000.00**

   b. Loan Policy — Amount

   2nd Proposed Insured Loan: — Amount

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   The Estate of James A. LeMaster, deceased

5. The land is described as follows:

   See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By:
FL1300
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin, FL 32541

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule A, Continuation Page

The West 7.79 feet of the North 100.00 feet and the West 6.00 feet of the South 20.00 feet of Lot 28 and the East 8.42 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 1

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a. Personal Representative's Deed from Catherine M. LeMaster, the duly qualified and acting Personal Representative of the Estate of James A. LeMaster, deceased to City of Destin conveying the land.

    NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

2. Pay the agreed amount for the estate or interest to be insured.

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.

6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

7. Pay the premiums, fees, and charges for the Policy to the Company.

8. Affidavit in recordable form making proper reference to the subject property, as to the continuous and uninterrupted marriage of James A. LeMaster and Alice G. LeMaster, from March 3, 1998 through the date of death of Alice G. LeMaster on April 4, 2015.

9. Proof that the land was not the Homestead of James A. LeMaster, deceased at the time of decedent's death.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

2. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

4. **Easements or claims of easements not shown by the Public Records**

5. **Taxes or special assessments which are not shown as existing liens by the public records.**

6. **Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.**

7. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

8. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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9. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

10. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

11. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $905.97; Assessed Value $72,210.00; Gross Amount $943.72; Exemptions: No ; Folio No.: 00-2S-22-2167-0000-0280.

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

1. Deed recorded March 5, 1998 in Official Records Book 2132, Page 1889, of the Public Records of Okaloosa County, Florida.

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EXHIBIT "A"

A parcel of land lying in Township 2 South, Range 22 West, Okaloosa County, Florida, being more particularly described as follows:

The West 7.79 feet of the North 100.00 feet and the West 6.00 feet of the South 20.00 feet of Lot 28 and the East 8.42 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 29 of Sandalwood Manor Townhomes First Addition, according to the plat thereof as recorded in Plat Book 6, Page 93, Public Records of Okaloosa County, Florida.

Being further described as Okaloosa County Property Tax ID No 00-2S-22-2167-0000-0280, and 603 Sandalwood Drive, Destin, Florida 32541.

WESTCOR
LAND TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Vintage Title & Escrow, Inc.

WESTCOR LAND TITLE INSURANCE COMPANY

By: Mary O'Donnell
President

Attest: Patricia H Power
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
(i) comply with the Schedule B, Part I—Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:
State: **Florida** County: **Okaloosa**
Property Address: **603 Sandalwood Drive Destin 32541**

Plant File #: 18-15794	Reinsurance #:	Agent File #: V18-2155

Schedule A

1. Effective Date: **March 19, 2018 @ 8:00 am**

2. Policy or Policies to be issued:
   a. Owner's Policy — Amount

   City of Destin — **$85,000.00**

   b. Loan Policy — Amount

   2nd Proposed Insured Loan: — Amount

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   The Estate of James A. LeMaster, deceased

5. The land is described as follows:

   See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By:
FL1300
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin, FL 32541

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule A, Continuation Page

The West 7.79 feet of the North 100.00 feet and the West 6.00 feet of the South 20.00 feet of Lot 28 and the East 8.42 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 1

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a. Personal Representative's Deed from Catherine M. LeMaster, the duly qualified and acting Personal Representative of the Estate of James A. LeMaster, deceased to City of Destin conveying the land.

    NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

2. Pay the agreed amount for the estate or interest to be insured.

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.

6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

7. Pay the premiums, fees, and charges for the Policy to the Company.

8. Affidavit in recordable form making proper reference to the subject property, as to the continuous and uninterrupted marriage of James A. LeMaster and Alice G. LeMaster, from March 3, 1998 through the date of death of Alice G. LeMaster on April 4, 2015.

9. Proof that the land was not the Homestead of James A. LeMaster, deceased at the time of decedent's death.

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Schedule B - Section 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

2. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

4. **Easements or claims of easements not shown by the Public Records**

5. **Taxes or special assessments which are not shown as existing liens by the public records.**

6. **Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.**

7. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

8. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

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9. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

10. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

11. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $905.97; Assessed Value $72,210.00; Gross Amount $943.72; Exemptions: No ; Folio No.: 00-2S-22-2167-0000-0280.

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

1. Deed recorded March 5, 1998 in Official Records Book 2132, Page 1889, of the Public Records of Okaloosa County, Florida.

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ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
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C. LEDON ANCHORS
STEVEN B. BAUMAN*
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RICHARD P. PETERMANN+
TIMOTHY W. SHAW

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
+ ALSO ADMITTED IN WYOMING & ALABAMA

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

May 1, 2023

Via FEDEX

The City of Destin, Florida, a Florida municipal corporation
4200 Indian Bayou Trail
Destin, FL 32541
Attn: Jeff Cozadd/ Projects/Grants/ Contracts Manager

RE: 604 Sandalwood Dr., Destin, FL 32541
Seller: Frances Evans Poston. Our File# 23-0036CJM

Dear Mr. Cozadd ,

Enclosed please find the following documents concerning the above referenced real property closing :

1. Original Owner's Policy # 50184912-0015655e.
2. Original Recorded Warranty Deed.
3. Original Bill of Sale.

It was a pleasure assisting The City of Destin with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please give us a call. Congratulations on your purchase!!!

Sincerely,
ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com
Enclosures

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6384837
Property Address: 604 SANDALWOOD DR, DESTIN, FL 32541-2455

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0036CJM
First American File Number: 7223-6384837
Policy Number: 50184912-0015655e
Amount of Insurance: $195,000.00
Date of Policy: April 26, 2023 at 02:34 p.m

1. The Insured is:

   The City of Destin, Florida, a Florida municipal corporation

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0036CJM
FAST File Number: 7223-6384837

The Land referred to herein below is situated in the County of OKALOOSA, State of Florida, and is described as follows:

Lot 32, less and except the Westerly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

a/k/a

Parcel 32-A

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Customer Reference Number: 23-0036CJM
First American File Number: 7223-6384837

SCHEDULE B

Policy Number: 50184912-0015655e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, gas and mineral reservations contained in Deed recorded in Book 952, Page 44.

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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NOTE: Exception(s) numbered 1, 3, 5 and 6 above is/are hereby deleted.

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Agent File Number: 23-0036CJM
Issuing Office File Number: 7223-6384837

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:

a. a defect in the Title caused by:
   i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   ii. the failure of a person or Entity to have authorized a transfer or conveyance;
   iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
   iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
   v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
   vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
   vii. a defective judicial or administrative proceeding; or
   viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

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3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
a. the occupancy, use, or enjoyment of the Land;
b. the character, dimensions, or location of an improvement on the Land;
c. the subdivision of the Land; or
d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
a. of the exercise described in an Enforcement Notice; or
b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
   i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
   ii. voidable transfer under the Uniform Voidable Transactions Act; or
b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
   i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
   ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security

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instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy,

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whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to

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the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a

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Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

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Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 23-0036CJM
Policy #: 50184912-0015655e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

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a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:
a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:
a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

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necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
d. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

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The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Recording Fee: $ 18.50
Documentary Stamps: $ 1365.00

E-RECORDED Instr. # 3620012
Okaloosa County, FL
O.R. Book 3672 Page 1952
Date 4/26/2023 Time 2:34 PM

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0036CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 26th day of April, 2023, by **FRANCES EVANS POSTON, A SINGLE WOMAN,** whose post office address for purposes hereof is 15 Rue D'Etretat, Destin, FL 32541, (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 32, less and except the Westerly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.
a/k/a Parcel 32-A

PARCEL ID NO. 00-2S-22-2167-0000-0320

The land described herein is not the homestead of the Grantor, and neither the Grantor, nor anyone for whose support the Grantor is responsible, resides on or adjacent to said land.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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 as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

_____
Frances Evans Poston

Witness #2: _____
(Witness Sign above Line)
Printed Name: Wendi Townsend

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 26th day of April, 2023, by Frances Evans Poston,

_____ who is personally known to me OR

__X__ who has produced a Drivers License as proper identification and who did not take an oath.

_____

(NOTARY SEAL)

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

NOTARY PUBLIC
My Commission Expires: _____

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, **FRANCES EVANS POSTON,** party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States, to such party paid by **THE CITY OF DESTIN, Florida, a Florida municipal corporation**, party of the second part, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, the following goods and chattels:

All built in furnishings, built in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting and flooring, on the real property more particularly described in Exhibit A, which items are being conveyed "AS IS" and in accordance with the terms and conditions of the Offer and Purchase Agreement by and between the parties hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, such party's personal representatives, heirs, successors and assigns forever.

And first party does for such party, and such party's personal representatives, heirs and assigns, covenant to and with the said party of the second part, such party's personal representatives, heirs, successors and assigns, that said party of the first part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that first party has good right to sell the same as aforesaid, and that first party will warrant and defend the sale of the said goods and chattels hereby made unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has hereunto set such party's hand(s) and seal(s) effective as of the 26th day of April, 2023.

Signed, sealed and delivered in the presence of:

Jill Bryant
Witness 1 (Signature Above Line)

Print Name: Jill Bryant

Wendi Townsend
Witness 2 (Signature Above Line)

Print Name: Wendi Townsend

Frances Evans Poston
Frances Evans Poston

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 26th day of April, 2023, by Frances Evans Poston.

_____ who is personally known to me OR
__X__ who has produced a Drivers License as proper identification and who did not take an oath.

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

NOTARY PUBLIC
My Commission Expires: _____

This Instrument prepared by:
C. Jeffrey McInnis, Attorney at Law
Anchors Smith Grimsley, P.L.C.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
jmcinnis@asglegal.com
File No. 23-0036cjm

EXHIBIT A

Parcel (ID# 00-2S-22-2167-0000-0320)

Lot 32, less and except the Westerly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.
a/k/a Parcel 32-A

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN
C. JEFFREY MCINNIS
RICHARD P. PETERMANN*+
TIMOTHY W. SHAW

* ALSO ADMITTED IN ALABAMA
+ ALSO ADMITTED IN WYOMING

MICHAEL A. FLOWERS*
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, LL.M.
KYLE S. BAUMAN

* FORMER CIRCUIT JUDGE

September 14, 2022

Via USPS

The City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

RE: Description: Purchase of 605 Sandalwood Dr., Destin, FL 32541
Our File #: 22-0071CJM

Dear Sir/Madam,

Enclosed please find the following documents concerning the above-referenced transaction:

1. Original Recorded Warranty Deed
2. Owner's Title Insurance Policy

Please put these documents away for safe keeping. It was a pleasure assisting you with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Debi Harless
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: dharless@asglegal.com

Enclosures

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1051520e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0071
Policy #: 5011412-1051520e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051520e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0071
First American File Number: 1054-6104657

Address Reference: 605 SANDALWOOD DR., DESTIN, FL 32541

Amount of Insurance: $345,000.00 Premium: $1,800.00

Date of Policy: August 10, 2022 at 09:45 a.m

1. Name of Insured:

   The City of Destin, Florida

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

First American	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051520e**
Exhibit A	

Agent File Number: 22-0071
FAST File Number: 1054-6104657

The land referred to herein below is situated in the County of Okaloosa, State of FL, and described as follows:

The East 16.21 feet of the North 100.00 feet and the East 18.00 feet of the South 20.00 feet of Lot 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, a 60 unit addition to Sandalwood Manor Townhomes, a planned townhome development in Destin, according to the plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County. Florida.

First American	Owner's Policy of Title Insurance
Schedule B	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051520e**

Customer Reference Number: 22-0071
First American File Number: 1054-6104657

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Interlocal Agreement as set forth in instrument recorded in Book 2912, Page 4350.

10. Oil, Gas and Minerals recorded in Deed Book 952, Page 44.(Without Rights of Entry released pursuant to S270.11 F.S.

Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1, 3 and 5 above is/are hereby deleted.

Agent File Number: 22-0071
Issuing Office File Number: 1054-6104657

Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

FILE #3570582 RCD: 8/10/2022 9:45 AM, BK: 3637 PG: 428, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ EXEMPT

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0071CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of August, 2022, by **GEORGE E. O'BRIAN and DARLA R. O'BRIAN, husband and wife,** whose post office address for purposes hereof is 271 Hickory St., Freeport, FL 32439, (hereinafter collectively called "Grantors", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

The East 16.21 feet of the North 100.00 feet and the East 18.00 feet of the South 20.00 feet of Lot 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, a 60 unit addition to Sandalwood Manor Townhomes, a planned townhome development in Destin, according to the plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County. Florida.

PARCEL ID NO. 00-2s-22-2167-0000-029A

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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 as otherwise stated herein and except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Deb Harless

George E. O'Brian

Witness #2: _____
(Witness Sign above Line)
Printed Name: LISA D'APOLITO

Darla R. O'Brian
Darla R. O'Brian

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this 8th day of August, 2022, by George E. O'Brian and wife, Darla R. O'Brian,

_____ who are personally known to me OR

✓ who have produced a Drivers License as proper identification and who did not take an oath.

Deborah M. Harless
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

DEBORAH M. HARLESS
Notary Public
State of Florida
Comm# HH281965
Expires 7/4/2026

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN
C. JEFFREY MCINNIS
RICHARD P. PETERMANN*+
TIMOTHY W. SHAW

* ALSO ADMITTED IN ALABAMA
+ ALSO ADMITTED IN WYOMING

MICHAEL A. FLOWERS*
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, LL.M.
KYLE S. BAUMAN

* FORMER CIRCUIT JUDGE

September 14, 2022

Via USPS

The City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: Description: Purchase of 606 Sandalwood Dr., Destin, FL 32541
Our File #: 22-0072CJM

Dear Sir/Madam,

Enclosed please find the following documents concerning the above-referenced transaction:

1. Original Recorded Warranty Deed
2. Owner's Title Insurance Policy

Please put these documents away for safe keeping. It was a pleasure assisting you with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Debi Harless
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: dharless@asglegal.com

Enclosures

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1051618e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0073CJM
Policy #: 5011412-1051618e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051624e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0072CJM
First American File Number: 1054-6104694

Address Reference: 606 SANDALWOOD DR., DESTIN, FL 32541

Amount of Insurance: $265,000.00 Premium: $1,400.00

Date of Policy: August 10, 2022 at 8:45 a.m.

1. Name of Insured:

   The City of Destin

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

First American	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051624e**
Exhibit A	

Agent File Number: 22-0072CJM
FAST File Number: 1054-6104694

The land referred to herein below is situated in the County of OKALOOSA, State of FL, and described as follows:

Lot 33, less and except the Easterly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida. a/k/a Parcel 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

First American	Owner's Policy of Title Insurance
	ISSUED BY
Schedule B	**First American Title Insurance Company**
	POLICY NUMBER
	5011412-1051624e

Customer Reference Number: 22-0072CJM
First American File Number: 1054-6104694

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, gas and mineral reservations contained in instrument recorded in Oil, Gas and Minerals recorded in Deed Book 952, Page 44 Without Rights of Entry released pursuant to S270.11 F.S..

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1, 3 and 5 above is/are hereby deleted.

Agent File Number: 22-0072CJM
Issuing Office File Number: 1054-6104694

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

FILE #3570549 RCD: 8/10/2022 8:46 AM, BK: 3637 PG: 256, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ EXEMPT

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0073CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of August, 2022, by **GEORGE E. O'BRIAN and DARLA R. O'BRIAN, husband and wife,** whose post office address for purposes hereof is 271 Hickory St., Freeport, FL 32439, (hereinafter collectively called "Grantors", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 34 And the Easterly 6.00 Feet Of Lot 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, As Recorded in Plat Book 6, Page 93, Of The Public Records Of Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2167-0000-0340

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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 as otherwise stated herein and except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: LISA E. D'APOLITO

George E. O'Brian

Witness #2: _____
(Witness Sign above Line)
Printed Name: Debi Harless

Darla R. O'Brian

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 8th day of August, 2022, by George E. O'Brian and wife, Darla R. O'Brian,

___ who are personally known to me OR

✓ who have produced a Drivers license as proper identification and who did not take an oath.

Deborah M. Harless
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

DEBORAH M. HARLESS
Notary Public
State of Florida
Comm# HH281965
Expires 7/4/2026

VINTAGE
TITLE & ESCROW

1234 Airport Road, Unit 108
Destin, Florida 32541
Phone: (850) 460-2027
Facsimile: (850) 460-2035

May 20, 2019

City of Destin
ATTN: Lance Johnson
4200 Indian Bayou Trail
Destin, FL 32541

Re: 607 Sandalwood Drive, Destin

Dear Mr. Johnson,

Pursuant to the closing on the above-referenced, enclosed please find the following items enclosed:

1) Original Owners Title Policy
2) Original Recorded Warranty Deed

Please let us know if there is anything we can do for you in the future.

Sincerely,

Stephanie R Lefebvre
Stephanie@vintagetitlefl.com
Vintage Title & Escrow, Inc.

WESTCOR
LAND TITLE INSURANCE COMPANY

POLICY NO.
OP-25-FL1300-7358508

OWNER'S POLICY OF TITLE INSURANCE
(with Florida Modifications)

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Westcor Land Title Insurance Company, a South Carolina corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS CONTINUED ON NEXT PAGE

In Witness Whereof, **WESTCOR LAND TITLE INSURANCE COMPANY**, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

WESTCOR LAND TITLE INSURANCE COMPANY

Issued By: FL1300 * V18-2374
Vintage Title & Escrow, Inc.

1234 Airport Road, Unit 108
Destin, FL 32541

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL 1993 SOUTH CAROLINA

By: Mary O'Donnell
President

Attest:
Secretary

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (a) the occupancy, use, or enjoyment of the Land;

   (b) the character, dimensions, or location of any improvement erected on the Land;

   (c) the subdivision of land; or

   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

      (i) to be timely, or

      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation

(including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized bylaw.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any

other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

OWNER'S POLICY OF TITLE INSURANCE (With Florida Modifications)

WESTCOR LAND TITLE INSURANCE COMPANY

OWNER'S POLICY
OF
TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

Westcor Land Title Insurance Company
ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

Schedule A

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Ste., 200, Maitland, FL 32751, Phone No.: (407) 629-5842.**

State: **Florida** County: **Okaloosa**

Agent File No. #:	Policy Number	Effective Date	Amount of Insurance	Premium
V18-2374	**OP-25-FL1300-7358508**	**April 2, 2019 @ 04:08:00 PM**	**$145,000.00**	**$800.00**

Plant File #: **18-52986**	Simultaneous #:	Reinsurance #:

Address Reference: **607 Sandalwood Drive, Destin, Florida 32541**
Property Type: **R**

1. Name of Insured: **City Of Destin**
2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple
3. Title is vested in: **City Of Destin**
4. The land referred to herein is described as follows:

   See Schedule A – Continuation Page for Legal Description

Authorized Signatory

Issued By: **FL1300*V18-2374**
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin FL, 32541

Note: This Policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

Underwriter: WESTCOR LAND TITLE INSURANCE COMPANY

Schedule A, Continuation Page

The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Schedule B

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. **Rights or claims of parties in possession not shown by the Public Records.**

2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

3. **Easements or claims of easements not shown by the Public Records.**

4. **Taxes or special assessments which are not shown as existing liens by the public records.**

5. **Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.**

   *** * * The following items, as listed above, are hereby deleted: 1 and 4 * * ***

6. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

7. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

8. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

9. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

10. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

WESTCOR
LAND TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Vintage Title & Escrow, Inc.

WESTCOR LAND TITLE INSURANCE COMPANY

By: Mary O'Donnell
President

Attest: Patricia W Bowers
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
(i) comply with the Schedule B, Part I—Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:

Issuing Agent:	Stephanie R Schroeder
Issuing Office:	Vintage Title & Escrow, Inc.
ALTA Universal ID:	1067034
Loan ID Number:	
Commitment Number:	18-52986
Issuing Office File Number:	18-2374
Property Address:	607 Sandalwood Drive Destin, Florida 32541
Revision Number:	

SCHEDULE A

1. Commitment Date: September 13, 2018 at 8:00 AM

2. Policy or Policies to be issued: Proposed Policy Amount:

   a. __X__ Owner's Policy ( ) $ 145,000.00
   Proposed Insured: Premium: $ 800.00
   City of Destin

   b. _____ Loan Policy ( )
   Proposed Insured: Premium:

3. The estate or interest in the Land described or referred to in this Commitment is:
   Fee Simple

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
   Milagros T. Golden and Sherry C. Kasper

5. The Land is described as follows:

   The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

Issued By:

By: _____
Vintage Title & Escrow, Inc.

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Schedule A, Continuation Page

The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

SCHEDULE B-I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records. a. Warranty Deed from Milagros T. Golden and Sherry C. Kasper to City of Destin conveying the land described under Schedule "A". b. NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.
6. Pay the agreed amount for the estate or interest to be insured.
7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
9. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
10. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
11. Pay the premiums, fees, and charges for the Policy to the Company.
12. Release or Satisfaction of Mortgage executed by Sherry C. Casper, an unmarried woman in favor of Fifth Third Mortgage Company, given to secure the original principal sum of $60,000.00, dated May 26, 2010 and recorded in Official Records Book 2939, Page 857, and rerecorded in Official records Book 3019, Page 114, of the Public Records of Okaloosa County, Florida.
13. Recordation of proof that Milagros T. Golden, the grantor(s) in that certain deed recorded in Official Records Book 2165, Page 2205, was unmarried at the time of conveyance, or that the property was not the homestead of the said grantor(s).

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WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)

SCHEDULE B-II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

10. Rights or claims of parties in possession not shown by the Public Records.

11. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.

12. Easements or claims of easements not shown by Public Records.

13. Taxes or special assessments which are not shown as existing liens by the public records.

14. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

15. NOTE: Real Estate Taxes for the year 2017 were paid in the amount of $893.14; Assessed Value $71,187.00; Gross Amount $930.35; Exemptions: No ; Folio No.: 00-2S-22-2167-0000-0270.

16. NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

    1. Quit Claim Deed recorded July 17, 1998 in Official Records Book 2165, Page 2205, of the Public Records of Okaloosa County, Florida.

17. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.

18. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.

19. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

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AMERICAN LAND TITLE ASSOCIATION

20. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.

21. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

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Prepared By and Return To:
Vintage Title & Escrow, Inc.
1234 Airport Rd #108
Destin, Fl. 32541

File No. 18-2374

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2167-0000-0270

Inst. #3268516 Bk: 3391 Pg: 4326
Page 1 of 2 Recorded: 4/2/2019 4:08 PM
RECORDING ARTICLE V: $8.00 RECORDING: $10.50
D Doc Stmp: $1,015.00
DEPUTY CLERK CBAKER
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

18.50
1015.00

WARRANTY DEED

THIS WARRANTY DEED dated March 26, 2019, by Milagros T. Golden an unmarried woman and Sherry C. Kasper k/n/a Sherry C. Reilly, a married woman, both as to their non-homestead property, whose post office address is 1084 Forest Shore Drive, Miramar Beach, FL 32550, hereinafter called the grantor, to City of Destin, Florida, whose post office address is 4200 Indian Bayou Trail, Destin, FL 32541, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in OKALOOSA County, Florida, to wit:

The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2018.

WARRANTY DEED
(Continued)

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Signature)

Stephanie R. Lefebvre

(Witness Signature)

Desiree M. Adams

Milagros T. Golden

Milagros T. Golden

Sherry C. Kasper n/k/a Sherry C. Reilly

1084 Forest Shore Drive
(Address)

Miramar Beach, FL 32550
(Address)

STATE OF FL

COUNTY OF Okaloosa Lefebvre

I, Stephanie R, a Notary Public of the County and State first above written, do hereby certify that Milagros T Golden and Sherry C Reilly, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27 day of MARCH 2019

Notary Public

My Commission Expires:

(SEAL)

Notary Public State of Florida
Stephanie R Lefebvre
My Commission GG 280344
Expires 07/11/2022

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN
C. JEFFREY MCINNIS
RICHARD P. PETERMANN*+
TIMOTHY W. SHAW

* ALSO ADMITTED IN ALABAMA
+ ALSO ADMITTED IN WYOMING

MICHAEL A. FLOWERS*
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, LL.M.
KYLE S. BAUMAN

* FORMER CIRCUIT JUDGE

September 14, 2022

Via USPS

The City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

RE: Property: 608 Sandalwood Dr., Destin, FL 32541
Our File #: 20-0073CJM

Dear Sir/Madam,

Enclosed please find the following documents concerning the above-referenced transaction:

1. Original Recorded Warranty Deed
2. Owners Title Policy

Should you have any questions, or if we can provide you with any assistance in the future please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Debi Harless
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: dharless@asglegal.com

Enclosures

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1051624e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0072CJM
Policy #: 5011412-1051624e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051618e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0073CJM
First American File Number: 1054-6104722

Address Reference: 608 SANDALWOOD DR., DESTIN, FL 32541

Amount of Insurance: $345,000.00 Premium: $1,800.00

Date of Policy: August 10, 2022 at 8:46 a.m.

1. Name of Insured:

   The City of Destin

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)



First American

Exhibit A

ISSUED BY
First American Title Insurance Company
POLICY NUMBER
5011412-1051618e

Agent File Number: 22-0073CJM
FAST File Number: 1054-6104722

The land referred to herein below is situated in the County of OKALOOSA, State of FL, and described as follows:

Lot 34 And The Easterly 6.00 Feet Of Lot 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, As Recorded in Plat Book 6, Page 93, Of The Public Records Of Okaloosa County, Florida.

First American	Owner's Policy of Title Insurance ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1051618e**
Schedule B	

Customer Reference Number: 22-0073CJM
First American File Number: 1054-6104722

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, Gas and Minerals recorded in Deed Book 952, Page 44 Without Rights of Entry released pursuant to S270.11 F.S.

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1, 3 and 5 above is/are hereby deleted.

Agent File Number: 22-0073CJM
Issuing Office File Number: 1054-6104722

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

FILE #3570548 RCD: 8/10/2022 8:45 AM, BK: 3637 PG: 254, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ EXEMPT

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0072CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of August, 2022, by **EDUARDO LLANOS, JR., and wife, STEPHANIE LLANOS,** whose post office address for purposes hereof is 323 Cypress St., Destin, FL 32541, (hereinafter collectively called "Grantors", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 33, less and except the Easterly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida. a/k/a Parcel 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

PARCEL ID NO. 00-2S-22-2167-0000-0330

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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 as otherwise stated herein and except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: LISA E D'APOLITO

Witness #2: _____
(Witness Sign above Line)
Printed Name: Debi Harless

_____
Eduardo Llanos, Jr.

_____
Stephanie Llanos

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 8 day of August, 2022, by Eduardo Llanos, Jr. and wife, Stephanie Llanos,

_____ who are personally known to me OR

__✓__ who have produced a Drivers License as proper identification and who did not take an oath.

_____
Deborah M. Harless
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

DEBORAH M. HARLESS
Notary Public
State of Florida
Comm# HH281965
Expires 7/4/2026

REPLACEMENT HOUSING PAYMENT TRANSACTION PACKAGE

AGENCY: City of Destin
PROJECT: Destin Connector
STATE ROAD NO.: N/A
COUNTY: Okaloosa
PARCEL NO.: 608 Sandalwood Drive

DISPLACEE NAME:		
George E. O'Brian, IV		
MAKE WARRANT PAYABLE TO:	AMOUNT	☒ REGULAR PAYMENT ☐ ADVANCE CLAIM
George E. O'Brian, IV	$37,800.00	☐ PARTIAL PAYMENT ☐ ADVANCE PAYMENT
		(Balance: $0.00)

Total RHP claimed to date (including this claim) $ 37,800.00

ITEM	DOCUMENT TYPE	FORM #	TYPE OF PAYMENT: MOBILE HOME PURCHASE	PURCHASE ADDITIVE	DOWN PAYMENT ASSISTANCE	RENTAL ASSISTANCE	RELOCATION INCIDENTAL EXPENSES	INCREASED INTEREST	PENDING	ATTACHED
1	R.H.P. CLAIM	14	X	X	X	X	X	X	☐	☒
2	HOUSEHOLD SURVEY	02	X	X	X	X	X	X	☐	☒
3	R.H.P. DETERMINATION	05	X	X	X	X	X	X	☐	☒
4	ELIGIBILITY STATEMENT - 180-D OWNER	06		X			*	*	☐	☐
5	ELIGIBILITY STATEMENT – OTHERS	03			X	X	*	*	☐	☒
6	SUBJECT RENTAL/UTILITY DOCUMENTATION					X			☐	☒
7	R.H. RENTAL/UTILITY DOCUMENTATION					X			☐	☒
8	INCOME VERIFICATION					X			☐	☐
9	SUBJECT PROPERTY CLOSING STATEMENT			X			X	X	☐	☐
10	REPLACEMENT PROPERTY CLOSING STATEMENT			X	X		**	X	☐	☐
11	R.H. OCCUPANCY VERIFICATION/DSS CERTIF.	13		X	X	X			☐	☒
12	R.H. QUESTIONNAIRE – EACH COMP.	13		X		X			☐	☒
13	MORTGAGE NOTES – SUBJECT PROPERTY							X	☐	☐
14	MORTGAGE NOTE – R.H.							X	☐	☐
15	COMPUTATION WORKSHEET – INCREASED INTEREST							X	☐	☐
16	SUBJECT PROPERTY CARVE – OUT WORKSHEET			**					☐	☐
17	R.H. CARVE – OUT WORKSHEET			**				**	☐	☐
18	R.H. DOWNPAYMENT DOCUMENTATION				X	X			☐	☐
19	SUMMARY WORKSHEET								☐	☒
20	MOBILE HOME PURCHASE AGREEMENT AND TITLE		X						☐	☐
21	APPRAISAL								☐	☐
22	FORM ROW-F030-21 (FOR INITIAL CLAIM)								☐	☒
23	ESTIMATES (DS&S IMPROVEMENTS)		**	X	**	**	**	**	☐	☐
24	OTHER								☐	☐
25									☐	☐

LEGEND:
* -Item 4 or 5 ** If applicable X - Required

REMARKS:
608 Sandalwood Drive – Rent Supplement for 90-Day Occupant
$37,800.00

PREPARED BY / Marsha Hayes, HCS, Inc. SIGNATURE/TITLE, Consultant Agent — DATE 8/11/2022

REVIEWED BY / Jeffrey Cozadd SIGNATURE/TITLE, City of Destin — DATE

APPROVED BY / Lance Johnson SIGNATURE/TITLE, City of Destin, City Manager — DATE

APPLICATION AND CLAIM FOR REPLACEMENT HOUSING PAYMENT

Agency: City of Destin
Project: Destin Crosstown Connector
County: Okaloosa
Parcel: 608 Sandalwood

Displaced Tenant's Name: George E. O'Brian IV

Displaced Tenant's Address: 608 Sandalwood Drive, Destin, FL
Make Warrant Payable to: George E. O'Brian IV

Warrant Amount: $37,800.00

The undersigned, herein referred to as Claimant, hereby makes application for a replacement housing payment authorized by the City of Destin. Claimant, after first being duly sworn, deposed and says:

1. Claimant certifies that he/she is a legal resident of the United States, and upon a request by City of Destin, can provide documentation verifying legal residency.

2. That claimant rented and occupied the above referenced property for not less than 90 days prior to the initiation of negotiations by City of Destin for the acquisition of said property.

3. That claimant was required to move from the referenced property on 9/8/2022 and purchased or **rented** a replacement dwelling on 8/7/2022.

   The replacement dwelling is located at: 2230 Janet Street, Navarre, FL and was occupied on _____.

4. Claimant believes and is satisfied that said dwelling meets the requirements of being decent, safe and sanitary.

5. The total number of persons, including claimant, displaced by the acquisition of the former dwelling by City of Destin is 1.

6. Claimant requests that the payment in the amount of $ 37,800.00, applied for herein be made to (check one) ☒ claimant ☐ other (if payment is to be made to a person or persons other than claimant, the name and address of said payee should be written in space provided below and the explanation for payment given).

7. That claimant will permit representatives of City of Destin to inspect the replacement dwelling at reasonable times.

8. This Claim will be reviewed for approval of payment within ten (10) working days of receipt by City of Destin at its office located at: 4200 Indian Bayou Trail, Destin, FL 32541.

City of Destin Representative's Signature

Claimant Signature

STATE OF FLORIDA
OKALOOSA COUNTY

The foregoing instrument was acknowledged before me this 8th day of August 2022 by George E. O'Brian, IV who is personally known to me or who has produced FL Drivers License as identification, and who did take an oath.

Notary Public in and for the County and State last aforesaid:
My commission expires:
Serial No., if any:
Notary Signature:

MARSHA HAYES
Commission # HH 125262
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

HOUSEHOLD SURVEY QUESTIONNAIRE

NAME:
George E. O'Brian, IV (Micky)

STREET ADDRESS:
608 Sandalwood Drive, Destin, FL

MAILING ADDRESS:

EMAIL: itsmickyyall@hotmail.com

TELEPHONE NO.:
850-430-4329

LESS THAN 90-DAY OCCUPANT:
☐ YES ☒ NO

ITEM/SEGMENT #: Destin Connector
MANAGING DISTRICT: City of Destin
FAP #: N/A
STATE ROAD #: Destin Connector
COUNTY: Okaloosa
PARCEL #: 608 Sandalwood

UPDATED:
BY: _____ DATE: _____
BY: _____ DATE: _____
BY: _____ DATE: _____

RACE: ☒ WHITE ☐ AMERICAN INDIAN/ALASKAN NATIVE ☐ BLACK ☐ ASIAN AMERICAN/PACIFIC ISLANDER ☐ HISPANIC ☐ UNDISCLOSED

HEAD OF HOUSEHOLD AND ALL HOUSEHOLD OCCUPANTS ARE:
☒ Citizens of the United States ☐ Nationals of the United States ☐ Aliens lawfully present in the United States (Documentation required)

DATE OF OCCUPANCY: _____ VERIFICATION OF OCCUPANCY: Lease
☒ Support Documentation Attached

	NAME	AGE	RELATIONSHIP
1.	George E. O'Brian, IV	38	Self
2.			
3.			
4.			
5.			
6.			
7.			
8.			

EMPLOYER & ADDRESS (HEAD OF HOUSEHOLD):
Corcoran Revrele Destin
4014 East Commons Drive, Suite 100
Destin, Florida

TELEPHONE NO:
DISTANCE TO WORK:

EMPLOYER & ADDRESS (OTHER):

TELEPHONE NO:
DISTANCE TO WORK:

DOMICILE? ☒ YES ☐ NO IF NO, GIVE PERMANENT ADDRESS:

– COMPLETE FOR TENANTS ONLY –

MONTHLY UTILITY EXPENSE

Electric	$ 150.00
Water	$ 100.00
Sewage	$ 50.00
Other	$ 0.00
Total	$ 300.00

INCOME SOURCE	AMOUNT
W-2	$ 50,000.00
	$
	$
	$
TOTAL	$ 50,000.00

Contract Rent: $ 800.00
Market Rent: $
Rental Subsidy: $

Personal property on premises owned by other than occupants?
☐ YES ☒ NO

I HEREBY CERTIFY THAT THE ABOVE INFORMATION TO BE TRUE AND CORRECT:

SIGNED: _____ 6-3-22
OCCUPANT DATE

SUBJECT DWELLING:

TYPE: ☐ SINGLE-FAMILY ☒ MULTI-FAMILY ☐ MOBILE HOME ☐ OTHER

LIVABLE AREA: 1,004 SF	BR.	2	UTIL. RM.	1
LOT SIZE: 0.06 AC	BATHS	1.5	STORAGE	1
DWELLING AGE: 1993	LR	1	SCREEN PORCH	0
TYPE CONSTRUCTION: Frame	DR	1	FAMILY RM.	0
TOTAL ROOMS: 8	KIT	1	PATIO	1
	CARPORT	0	GARAGE	0
	HEATING TYPE	Central	OTHER	0
	AIR COND.	Central	TYPE Elec Units #	1
	WELL	Public	SEPTIC	No - Sewer

EXTERIOR ATTRIBUTES: Concrete Parking with Designated Parking

NEIGHBORHOOD TYPE: Residential ZONING SFR

DISTANCE TO SHOPPING:
Less than 1 Mile

DISTANCE TO CHURCH OF CHOICE: N/A

DISTANCE TO SCHOOLS:

ELEMENTARY: N/A

JR. HIGH: N/A

SR. HIGH: N/A

DISTANCE TO TRANSPORTATION: N/A

UTILIZED BY HOUSEHOLD?

☐ YES ☒ NO

FINANCING: ☐ FHA ☐ CONVENTIONAL ☐ VA ☒ NONE

MORTGAGE SERVICED BY: N/A
ADDRESS: N/A

INTEREST RATE: N/A

PRINCIPAL BALANCE: $0.00

MONTHLY PRINCIPAL & INTEREST PAYMENT: $0.00

REMAINING TERM: N/A

PREVAILING INTEREST RATE: N/A

REPLACEMENT DWELLING PREFERENCES:

NEIGHBORHOOD: Residential CITY: Destin COUNTY: Okaloosa

MAXIMUM AMOUNT ALLOCABLE FOR HOUSING (WITHIN OCCUPANT'S PRESENT FINANCIAL MEANS): $ Undetermined PURCHASE $ _____ RENT

TYPE DWELLING DESIRED:
☒ SINGLE – FAMILY
☒ MULTI-FAMILY
☐ MOBILE HOME

DISPLACEE PLANS TO:
☒ BUY
☒ RENT
☐ BUILD
☐ RETAIN

REMAINDER PROPERTY ADEQUATE? ☐ YES ☒ NO

OWN OTHER PROPERTY THAT IS ADEQUATE? ☐ YES ☒ NO AVAILABLE? ☐ YES ☒ NO

WILL SUBSIDIZED HOUSING BE REQUIRED? ☐ YES ☒ NO

SPECIAL FAMILY NEEDS:
Destin Health & Fitness; Miramar Recovery Center - would like to stay within this area; possibly Navarre area.

REMARKS:

AGENT'S SIGNATURE _____ DATE 6/3/22

PRINT NAME/TITLE Marsha Hayes, SR/WA - Hayes Consulting Services, LLC

608

Right of Way

REPLACEMENT HOUSING PAYMENT DETERMINATION
AND
STATEMENT OF ELIGIBILITY FOR SUPPLEMENTARY
REPLACEMENT HOUSING PAYMENT FOR 90 DAY TENANT OCCUPANT

This is to certify that George E. O'Brian, IV, residing at 608 Sandalwood Drive, Destin, FL:

☐ will not be eligible for a replacement housing payment because:

_____

☒ *will be eligible for the amount required to rent a decent, safe, and sanitary dwelling not to exceed **$37,800.00** as a tenant who elects to rent. This amount is based upon the difference between the current rental rate plus average utilities and the rental rate and utilities of the comparable replacement dwelling offered by City of Destin of $1,850/month plus average utilities of $150/month. If the displacee rents a replacement dwelling with a different rental rate, the amount of the eligibility may change. The tenant is also eligible to convert the **$37,800.00** to a down payment to purchase a decent, safe and sanitary replacement dwelling.

The displacee will be eligible for the payment as indicated above provided he/she rents and occupies or purchases and occupies decent, safe and sanitary replacement housing within one year from the time he/she was required to move. Payments will not be made until the displacee occupies the replacement unit.

If you are eligible for a replacement housing payment, please refer to Page 2 of this document for the location and further information on the comparable replacement dwelling offered to you, and the calculation of the replacement housing payment.

SIGNED: tajohnson DATED: 08/17/2022 6/12/2022

TITLE: City of Destin

RECEIPT ACKNOWLEDGED BY DISPLACEE:

Delivered Electronically DATED: 6/12/2022

*Contingent Upon City of Destin – City Council approval and sale of property to City of Destin by owner.

Occupant and Address:

George E. O'Brian, IV

608 Sandalwood Drive, Destin, Florida

The determination of replacement value is based on the following comparable which is decent, safe and sanitary as determined by City of Destin, Florida. The comparable is open to all persons regardless of race, color, religion, sex, or national origin.

COMPARABLE:

ADDRESS: 308 W Miracle Strip Parkway, Unit 30A, Ft. Walton Beach, FL 32548

DISTANCE FROM SUBJECT: 9.4 miles

MONTHLY RENTAL: $1,850/month

MONTHLY UTILITIES: $150/month (average electric bill/ water, sewer, garbage included.)

TENURE:
SUBJECT PROPERTY:

☐ OWNER ☒ TENANT

REPLACEMENT PROPERTY:

☐ OWNER ☒ TENANT

ELIGIBILITY BASED UPON: ☐ 12 months or less ☒ more than 12 months

COMPARABLE VALUE ANALYSIS - RENTAL ASSISTANCE:

BASED UPON CURRENT RENTAL PRICE INCLUDING UTILITIES OF:

COMPARABLE ANALYSIS FINDING (Rent + Utilities) $ 2,000.00
(Water, Sewer & Garbage included in comparable rental unit rent amount.)

LESS: Current Rent + Utilities ($800 + $300) $ 1,100.00

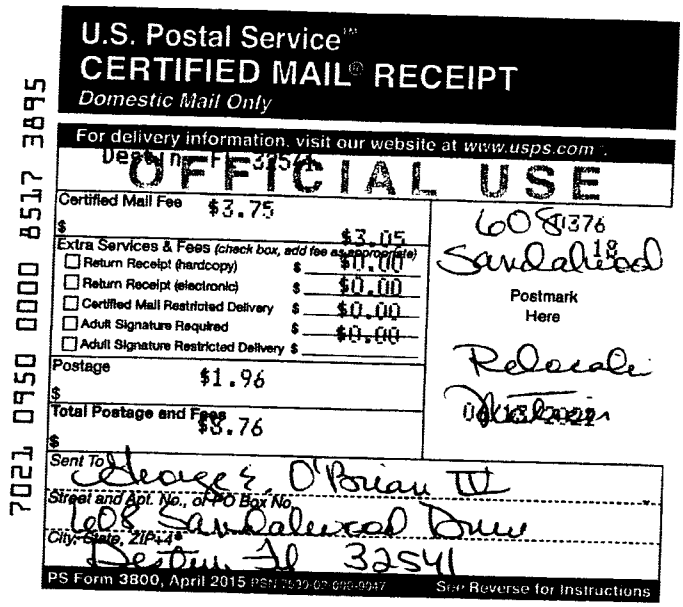
EQUALS: RENT DIFFERENTIAL
$ 900.00 X ☒ 42 months

EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT $ 37,800.00

SUBMITTED: _____ 6/12/2022

REVIEWED: _____ _____

APPROVED: _____ _____



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Destin FL 32541

OFFICIAL USE

Certified Mail Fee $3.75
$ $3.05

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ $1.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $1.96
$

Total Postage and Fees $8.76
$

Postmark Here
6084376
Sandalwood
18
Reloaded
06/13/2022

Sent To George E. O'Brien III
Street and Apt. No., or PO Box No. 1605 Sandalwood Drive
City, State, ZIP+4® Destin FL 32541

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7021 0950 0000 8517 3895

Delivered 6/17/22

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70210950000085173895

Remove ×

Your item was delivered to an individual at the address at 1:02 pm on June 17, 2022 in DESTIN, FL 32541.

USPS Tracking Plus® Available ∨

Delivered, Left with Individual

June 17, 2022 at 1:02 pm
DESTIN, FL 32541

Feedback

Get Updates ∨

Text & Email Updates ∨

Tracking History ∧

June 17, 2022, 1:02 pm
Delivered, Left with Individual
DESTIN, FL 32541
Your item was delivered to an individual at the address at 1:02 pm on June 17, 2022 in DESTIN, FL 32541.

June 17, 2022, 2:58 am
Departed USPS Regional Destination Facility
PENSACOLA FL PROCESSING CENTER

June 15, 2022, 1:21 pm

Arrived at USPS Regional Destination Facility
PENSACOLA FL PROCESSING CENTER

June 14, 2022, 8:32 pm
Departed USPS Regional Facility
GREENSBORO NC DISTRIBUTION CENTER

June 14, 2022, 12:05 am
Arrived at USPS Regional Origin Facility
GREENSBORO NC DISTRIBUTION CENTER

June 13, 2022, 4:31 pm
Departed Post Office
WEST END, NC 27376

June 13, 2022, 1:00 pm
USPS in possession of item
WEST END, NC 27376

Feedback

USPS Tracking Plus® ⌄

Product Information ⌄

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Check Availability Save

Destin, FL

Presented by: April Pierce, Agent with Newcastle Property Management

NEW

Call Leasing Agent
Cassidy
850.424-7403.

Avg Utilities

Electric $150.00
Water, Trash - Included
Sewer

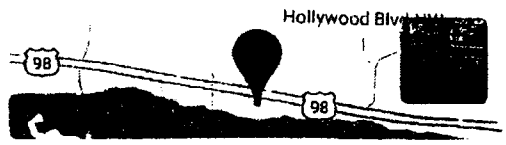
$150.00

For Rent

Get Moving Quotes

$1,850 /mo

2 bed 2 bath 1,030 sqft



308 SW Miracle Strip Pkwy Unit 30A

308 SW Miracle Strip Pkwy Unit 30A, Fort Walton Beach, FL 32548 Add a commute

Property Type	Condos
Pets	Check pet policy
Last updated	1 week ago
Availability	Check availability

BEAUTIFUL views of the Inter Coastal Waterways! Don't miss out on this elegant 2 bedroom, 2 bath ground unit located in Fountainhead Condominium. Less than 15 minuets to Destin and Hurlburt Field AFB! Features include: Tile & vinyl plank flooring throughout, stainless steel appliances, and granite countertops in kitchen. No washer & dryer in the unit. Amenities include a large community pool, rec room, 24hr laundry, tennis court, boat slips, dock, and meeting rooms. Water, trash, and sewer is included. Schedule your showing

Other Property Info

- Source Listing Status: Active
- County: Okaloosa
- Directions: Going West of Ft Walton Beach on Highway 98 just past Memorial take a left into Fountainhead- Building #30, Unit "A"
- Restrictions: Lease Required
- Source Property Type: Condominium
- Area: 12 - Fort Walton Beach
- Property Subtype: condo
- Source Neighborhood: FOUNTAINHEAD CONDO
- Subdivision: FOUNTAINHEAD CONDO
- Zoning: Resid Multi-Family
- Source System Name: C2C

Building and Construction

- Total Square Feet Living: 1030
- Building Exterior Type: Siding Vinyl, Trim Vinyl
- Levels or Stories: 1.0

Home Features

- Energy: AC - Central Elect, Heat Cntrl Electric, Water Heater - Elect

Find out more about this rental

[redacted]

SEE LESS

Fees & terms

City of Destin – Destin Crosstown Connector
608 Sandalwood Drive – George E. O'Brian, IV

SUMMARY WORKSHEET

Actual Rent plus utilities for Comparable rental	$ 2,000.00/month
Actual Rent plus utilities for Subject	$ 1,100.00/month
Rent Supplement (up to)	**$ 900.00/month**
X 42 months	**$ 37,800.00**

LEASE AGREEMENT

THIS AGREEMENT, entered into this 1st day of January 2022 between George & Darla O'Brian hereinafter called the Lessor, and George O'Brian IV, hereinafter called the Lessee.

WITNESSETH, That in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said Lessor does hereby demise and lease to the said Lessee that certain property:

Two story townhome located at 608 Sandalwood Drive, Destin FL 32541

To hold the said premises hereby devised unto the said Lessee from the 1st day of January 2022 to the 31st day of December 2022, the said Lessee paying therefor the rent of One thousand one hundred ($1,100) Dollars. Monthly rent is to be paid as follows:
Due on the 1st day of each month, check or money order paid to Cash Flow 101, LLC

The Lessor covenant with the Lessee that the Lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the said premises for the full term of the lease without let, hindrance, eviction, molestation or interruption whatever, except as provided below, and the said Lessee covenants with the Lessor:

1. To pay said rent herein before reserved at the time at which the same is made payable.

3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of the same.

4. Not to assign this lease or underlet the said premises or any part thereof without the previous consent of the said Lessor being first obtained in writing.

5. That this lease shall terminate when the Lessee vacates the said premises providing all payments have been made hereunder or a sub-lease agreement has been executed.

6. At the termination of said tenancy to quietly yield up the said buildings and grounds in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are.

7. The Lessee has no authority to make any alterations to the premises or to incur any debt or make any charge against the Lessor or create any lien upon the leased property for any work done or materials furnished without the express consent of the Lessor in writing.

8. Additional agreements:

a) No smoking or vaping inside the property

b) No painting or modifications to property unless approved in writing by the Lessor

c) Property will be cleaned by lessee when vacating

d) No pets allowed

e) Lessee will provide 30 day notice (in writing) if vacating the property at the end of the lease

IT IS HEREBY AGREED that all expenses in connection with upkeep of the grounds will be paid for by the Lessee

PROVIDED ALWAYS that in the event of any breach of the covenants and agreements herein contained by either the Lessor or Lessee, if such breach is not cured within fifteen (15) days after due notice is given of such breach, then the aggrieved party may, at his option, declare this lease void and immediately terminate same. In the event that the rent herby reserved, or an part thereof shall be in arrears, the Lessor may declare this lease terminated and enter upon and take possession of said premises and expel the occupant thereof without in anywise being a trespasser.

PROVIDED ALWAYS that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm or any other cause outside the control of the Lessee, then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation. Provided, however, that if the premises are not rendered habitable within a period of thirty (30) days then the Lessee may, at his option, declare the lease null and void and vacate the premises permanently with no further obligations under the terms of this lease.

WITNESSE OUR HANDS AND SEALS, in triplicate, on the day and year first above written. Signed, Sealed, and Delivered in the presence of:

Darla O'Brian 1/1/22

Lessor Date

STANDARD LEASE AGREEMENT

This Agreement executed on 8/7/2022 by and between: The individuals known as Christy Barnes & George E O'Brian IV, the Tenant(s) may also use the address for any notice, hereinafter known as the "Landlord", AND Individual(s) known as
Tenant George O'Brian IV
Tenant_____
Tenant_____
Tenant_____
hereinafter known as the "Tenant(s)" agree to the following:

OFFER TO RENT: The Landlord hereby rents to the Tenant(s), subject to the following terms and conditions of this Agreement, a single-family home with the address of 2230 Janet St Navarre FL 32566, consisting of 2 bathroom(s) and 3 bedroom(s) hereinafter known as the "Premises". The Landlord may also use the address for notices sent to the Tenant(s). Tenant(s) shall pay the Landlord in equal monthly installments of: $2,000.00 Dollars), hereinafter known as the "Rent".
PURPOSE: The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional service(s), or for any commercial use unless otherwise stated in this Agreement.
FURNISHINGS: The Premises is not furnished.
APPLIANCES: The Landlord shall provide the following appliances: Dishwasher, Fan(s), Hot Water Heater, HVAC, Microwave, Oven(s), Refrigerator, and Stove(s). All other appliances to be provided by the Tenant(s). Any damage to the Landlord's appliances shall be the liability of the Tenant(s), reasonable wear-and-tear excepted, to be billed directly or less the Security Deposit.
LEASE TERM: This Agreement shall be a fixed-period arrangement beginning on: 8/15/2022
And ending: 8/15/2023 ,with the Tenant(s) being required to move-out at the end of the Lease Term if a new Lease Agreement is not authorized.

1. RENT: The monthly rent, in the amount set forth above, is due in advance on or before the **1st of each month by 12pm**, by payment of Check Or Bank Deposit @ Eglin Federal Credit Union. In the event that any rent payment is not paid to Landlord by the 1st day of the month, Tenant shall pay to Landlord, in addition to the rent and any other charge due hereunder, a late charge in the amount of **$50.00**, plus an additional charge of **$5.00** per day for each day thereafter, which late charge and additional charge shall be deemed additional rent, until the rent and late charge(s) are fully paid. Payment or receipt of a rental payment of less than the full amount due shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction, nor forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check of monetary instrument. If any check for rent is returned to the Landlord or its agent for non-sufficient funds or other reason, late charges will continue until rent is actually paid by Tenant(s). Further, Tenant(s) must pay Landlord a service charge of **$50.00**, plus any other charges and penalties provided by Florida law, plus any accrued late charge(s), as additional rent.

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

Tenant Initials: _____

Owner/Agent Initials: CB

Electronically Signed using eSignOnline™ [Session ID 62e35cab-f6e5-4107-80da-67a38b980ea7]

If two of Tenant's payments are dishonored, Tenant(s) must pay all future rent, late charges, and all other amounts due to Landlord under this Lease by cashier's check or money order. Landlord is not required to redeposit a dishonored check. All payments, at Landlord's option, may first be applied to any prior outstanding balance owed by Tenant(s) to Landlord under this Lease, then any current balance due. All sums due from Tenant(s) to Landlord under this Lease, or the Lease Rules, Regulations and Policies, or any addendum, whether or not expressly described as such, shall be considered rent.

Notwithstanding anything in this Lease to the contrary, if, from any circumstances whatsoever, fulfillment of any provision of this Lease at the time performance of said provision shall be due shall involve transcending the limit of validity prescribed by the usury laws of the State of Florida or any other law of the State of Florida as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity so that in no event shall exaction be possible under this Lease in excess of the limit of such validity and if under any circumstances whatsoever charges or fees deemed to be in the nature of interest in excess of the limit of such validity will have been paid by Tenant(s) in connection with this Lease, such excess shall be applied by Landlord to any unpaid rent under this Lease or refunded to Tenant(s), the manner of handling such excess to be at Landlord's election, and/or in case any such excess charges or fees has accrued, the Landlord shall eliminate such excess so that under no circumstances shall charges or fees on account of this Lease exceed the maximum rate allowed by the laws of the State of Florida as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof.

2. CONDITION OF PREMISES: Tenant(s) agrees that he/she has examined the leased premises prior to signing this Lease and agrees that the leased premises is in clean, good and working condition. Tenant(s) shall keep and maintain, and cause its occupant(s) and guest(s) to keep and maintain, the leased premises in good condition, ordinary wear and tear excepted. Tenant(s) shall quit and surrender the leased premises at the end of the lease term in as good condition as existed at the beginning of the lease term, ordinary wear and tear excepted. Tenant(s) shall not make any alterations, additions or improvements in the leased premises without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Any alterations, additions, or improvements, which may have been made by Tenant(s) shall be the property of Landlord and shall remain upon the leased premises at the termination of this Lease. Tenant(s) shall not install dishwashers, air conditioners, aerials or other appliances or similar equipment without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.

3. PRE-PAYMENT: The Landlord shall not require any pre-payment of rent by the Tenant(s).

4. PRORATION PERIOD: The Tenant(s) will not move into the Premises before the start of the Lease Term.

5. SECURITY DEPOSIT: A Security Deposit in the amount of $ 1,500.00 (US Dollars) shall be required by the Tenant(s) at the execution of this Agreement to the Landlord for the faithful performance of all the terms and conditions. Tenant(s) may not unilaterally apply the security deposit toward any unpaid rent, late charge, or other amount owed to Landlord during the lease term. Tenant's liability to Landlord under this Lease and/or Florida law is in no way limited by the amount of the security deposit. Pursuant to Florida Law, the following information is provided to Tenant(s): The Security Deposit is to be returned to the Tenant(s) within 15 days after this Agreement has terminated, less any damage charges and without interest. If the Landlord makes any deductions from the Security Deposit, the allowed time-frame to return the funds shall extend to thirty (30) days after this Agreement has terminated per Florida law. The Security Deposit shall not be credited towards rent unless the Landlord gives their written consent. The Landlord agrees to give the Tenant(s) a receipt in accordance with § 83.49 for their Security Deposit. This Agreement requires payment of certain deposits. The Landlord may transfer advance rents to the Landlord's account as they are due and without notice. When the Tenant(s) move out, the Tenant(s) must give the Landlord their new address so that the Landlord can send the Tenant(s)notices regarding their deposit. The Landlord must mail the Tenant(s) notice, within thirty (30) days after move out, of

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

Tenant Initials: _____ Owner/Agent Initials: CB

Electronically Signed using eSignOnline™ | Session ID 62e35cab-f6e5-4107-80da-67a38b980ea7]

the Landlord's intent to impose a claim against the deposit. If the Tenant(s) do not reply to the Landlord stating their Tenant(s) fail to timely object to a claim, the Landlord may collect from the deposit, but the Tenant(s) may later file a lawsuit claiming a refund. The Tenant(s) should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded the costs and attorney fees objection to the claim within fifteen (15) days after receipt of the Landlord's notice, the Landlord will collect the claim and must mail the Tenant(s) the remaining deposit, if any. If the Landlord fails to timely mail the Tenant(s) notice, the Landlord must return the deposit but may later file a lawsuit against the Tenant(s) for damages. If the payable by the losing party. This disclosure is basic but required by the State of Florida. Please refer to Part II of Chapter 83, Florida Statutes, to determine the Tenant(s) legal rights and obligations.

6. POSSESSION: Tenant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s).

Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

7. ACCESS: Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord or a fee will be charged to the Tenant(s) or the fee will be subtracted from the Security Deposit.

8. MOVE-IN INSPECTION: Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s) shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the Premises.

9. SUBLETTING: The Tenant(s) shall not have the right to sub-let the Premises or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant(s) will be responsible for all actions and liabilities of the Sublessee including but not limited to: damage to the Premises, non-payment of rent, and any eviction process (In the event of an eviction the Tenant(s) shall be responsible for all court filing fee(s), representation, and any other fee(s) associated with removing the Sublessee). The consent by the Landlord to one sub-let shall not be deemed to be consent to any subsequent subletting.

10. ABANDONMENT: If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or fifteen (15) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement. In the event Tenant(s) abandons the leased premises, Tenant(s) hereby acknowledges that it is also abandoning all personal property remaining at the leased premises and authorizes Landlord to dispose of said property as Landlord deems appropriate, in Landlord's sole discretion, including, but not limited to, hauling the personal property to the nearest public right-of-way. Tenant's possession of the leased premises, but does not affect Tenant's obligations under this Lease.

11. ASSIGNMENT: Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment. In the event Tenant(s) abandons the leased premises, Tenant(s) hereby acknowledges that it is also abandoning all personal property remaining at the leased premises and authorizes Landlord to dispose of said property as Landlord deems appropriate, in Landlord's sole discretion, including, but not limited to, hauling the personal

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to the nearest public right-of-way.

12. RULES, REGULATIONS AND POLICIES: Tenant(s) and all occupant(s) and guest(s) shall comply with all rules, regulations and policies now in effect or adopted by Landlord at any time hereafter during the term of this Lease, regarding matters; including, but not limited to, the house community as a whole and the leased premises. The foregoing rules, regulations and policies shall be incorporated herein by reference to this Lease as additional terms, conditions and provisions to the same as if originally stated in this Lease. Landlord shall have the authority to amend, at its sole discretion, any or all such rules, regulations and policies by delivering written notice of such amendments to the Tenant(s).

13. PARKING: Tenant(s) agrees to comply, cause its occupant(s) and guest(s) to comply, with all signs, notices, rules and policies posted on or around the residential community relating to driving, parking, storage and use and maintenance of vehicles. Tenant(s) and occupant(s) must register their vehicle(s) with the Landlord. As used herein, the term "vehicle" shall include, but not be limited to, car, truck, sports utility vehicle, jeep, ATV, motorcycle, trailer, camper, boat or other recreational vehicle of any kind. The Landlord shall provide the Tenant(s) 4 Parking Spaces. The Landlord shall not charge a fee for any parking provided for the vehicle(s). The Parking Space(s) can be described as: Two car garage and private driveway. The Tenant(s) or any guest(s) of Tenant(s) or occupant (s) **shall not park on the road, grass or any other location.**

The following are strictly prohibited:

a. Vehicles; including, but not limited to, motorcycles or mopeds being parked or stored in an house, common area, hallway, patio/balcony, sidewalk or walkway of any kind.

b. Parking in an area designated as a fire lane, "no parking" area or a designated reserved area.

c. Parking in a grass or landscaped area.

d. Obstructing a driveway.

e. Storage of vehicles of any kind without the prior written permission of Landlord, which permission may be withheld at Landlord's sole discretion.

f. Car washing, oil changes and mechanical work on vehicles are to be properly cleaned up.

g. Trailers, camper, boat or other recreational vehicle must be parked behind fence out of plain sight.

All vehicles that fail to comply with Landlord's rules may be towed at the vehicle owner or Tenant's expense after 3rd violation. Acceptance of the parking privileges described herein constitutes an agreement by Tenant (a) to comply with all applicable traffic rules and regulations, and (b) that any vehicle parked, operated, or driven on or around the residential community shall be solely at the risk of Tenant(s) or its occupant(s) or guest(s) and Landlord shall not be liable for any loss or damage whatsoever.

14. RIGHT OF ENTRY: The Landlord shall have the right to enter the Premises during normal working hours by providing at least twelve (12) hours notice oral or written in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

15. LOCKS: Tenant shall not alter, replace or add locks, bolts or any other attachments (example, knockers), to any door without the Landlord's prior written consent. In the event that Landlord consents to any changed or new lock(s) or any attachments, then the same shall become the immediate property of Landlord and shall not be removed by Tenant, and Tenant shall promptly provide Landlord with a key to such lock(s). Upon vacating the leased premises, Tenant shall return to Landlord all the keys/FOBs to the leased premises, mailbox, recreational facilities (if applicable) or amenities (if applicable) and access gate (if applicable).

16. SALE OF PROPERTY: If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant(s).

Tenant Initials: GEOI Tenant Initials: _____ Owner/Agent Initials: CB

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17. OCCUPANCY: The house is to be occupied solely as a residential dwelling by tenant and those persons listed as occupants on the Lease. Persons not named in the Lease, as tenants or occupants, are not allowed to occupy the house.

18. UTILITIES: The Landlord agrees to pay for the following utilities and services: Electric, Water & Trash $300.00 Tenant(s) is responsible for all other utilities. Please see Utilities Addendum.

19. SATELLITE DISH OR ANTENNA: Satellite dishes and antennas may not be installed. In the event Tenant(s) fails to sign the required addendum and comply therewith prior to installing the satellite dish or antenna, Landlord reserves the right to remove, at Tenant's expense, the satellite dish or antenna and restore the condition of the leased premises.

20. MAINTENANCE, REPAIRS, OR ALTERATIONS: The Tenant(s) shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. Window blinds provided by the Landlord must be used. No signs, signal illuminations, non-approved drapery, window tint, foil, awnings, aerial or wiring, or other equipment shall be exhibited, affixed or exposed on or at any window, door, roof or on any part of the outside of the house or community without the prior written consent of the Landlord. Tenant(s) will not repaint, change or alter any part of the leased premises. Tenant(s) may hang pictures, mirrors or other items with finishing nails. The use of adhesives or bolts is strictly prohibited (**MOUNTING OF TELEVISION(s) IS STRICTLY PROHIBITED**). Holiday décor does **NOT** require written permission but must not damage the structure and be **removed within 30 days** of the end of the holiday. Dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant(s) moves into the premises. After the initial placement of the fresh batteries, it is the responsibility of the Tenant(s) to replace batteries when needed. The Landlord will provide all LED light bulbs. After the initial placement of the bulbs it is the responsibility of the Tenant(s) to replace with a LED bulb when needed. A new HVAC Filter will be provided and good for 3 months per manufactory. After initial filter install it is the Tenant(s) responsibility to replace. An annual "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

* Tenants shall maintain exclusive control over all exterior portions of the premises and shall be solely responsible for all maintenance of lawns, vegetation and landscaping. Tenants shall maintain the yard in substantially the same condition as the yard was at the commencement of the original rental agreement, including but not limited to weeding, watering and mowing the lawn and any other areas of the yard as necessary to maintain such condition. If this condition is not met landlord may, after notice and an opportunity to cure, hire a landscaping contractor to correct the deficiency at tenants expense. Tenants agree to pay such charges in full on demand. If there is a sprinkler system, tenants agree to keep the watering schedule as determined by landlord and in accordance with any local water restrictions.

21. HOUSE IS AS-IS; FIXTURES AND APPLIANCES: Tenant(s) accepts the house, and all fixtures and appliances located therein, in AS-IS condition except for conditions that materially affect the health or safety of ordinary persons. Tenant(s) is responsible for closing all windows, turning off all electrical appliances and water faucets, and locking the door and windows prior to leaving the house. Plumbing fixtures shall be used only for the purpose for which they were designed. Tenant(s) shall not interfere in any manner with the plumbing fixtures, electrical wiring, heating or air conditioning, lighting, or utilities or telecommunication devices in or around the leased premises or the residential community.

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22. EARLY TERMINATION: The Tenant(s) may not be able to cancel this Agreement unless the Tenant is a victim of Domestic Violence, in such case, the Tenant may be able to cancel in accordance with any local, state, or federal laws. OFFER OF LIQUIDATED DAMAGES/EARLY TERMINATION FEE IN THE EVENT OF AN EARLY TERMINATION OF LEASE. Landlord hereby offers to Tenant the option of agreeing to liquidated damages / early termination fee in the event Tenant vacates his/her house prior to the end of Tenant's Lease term:

Option A: [ ] I agree to pay $_____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the Lease, and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession.

Option B: [ ] I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Landlord may seek damages pursuant to the Lease and/or applicable law.

In the event that Tenant desires to terminate his/her/their Lease prior to the end of the lease term, Tenant(s) must fully comply with the following: A. Tenant(s) must provide Landlord written notice, delivered to Landlord, no less than 60 days prior to the date of the lease termination, stating (i) Tenant's desire to terminate his/her/their lease prior to the end of the lease term and (ii) the date upon which Tenant's lease shall terminate. B. The date of the lease termination must be at the end of a calendar month. C. Tenant(s) must pay all rent and other charges due to the Landlord through the date of the lease termination, and charges for damages to the house. D. Tenant(s) must also pay the early termination fee set forth in Option A above. E. Upon an early termination of the Lease, Tenant(s) shall peacefully surrender his/her/their house and turn in all keys and FOBs (if any) to Landlord's leasing office.

23. PETS: The Tenant(s) shall not be allowed to have pets on the Premises or common areas except those that are necessary for individuals with disabilities unless written approval is given by Landlord. Please see No Pet/**Pet Addendum**.

24. ANIMALS: No dogs, cats, birds or other animals shall be kept, even temporarily, in or upon the leased premises or on or around the residential community without the prior written permission of Landlord. In the event that Tenant(s) keeps an animal in violation of this section, Landlord shall be entitled to receive from Tenant(s), in addition to all other remedies available to Landlord, the amount of $_____a day for each animal until the animal is removed or the Tenant's eviction is completed. In the event that Landlord approves, in writing, an animal to reside in the leased premises, the Tenant(s) and its occupants and guests must at all times adhere to the pet policies of Landlord; including, but not limited to, the policy that animals may only urinate or defecate within certain designated areas of the house community and the defecation must be immediately removed and disposed. Tenant shall be charged $_____ per occurrence for failure to properly dispose of any defecation.

25. LITTERING: Littering on grounds/parking lots is not permitted. Tenant(s) will be charged a minimum of $_____per occurrence for littering committed or caused by Tenant(s) or his/her/their occupant(s) or guests.

26. NOISE/WASTE: The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

27. USE AND TRESPASSING: The leased premises are for residential use only. Without limiting the foregoing, the Tenant(s) shall not operate a business or commercial enterprise or conduct any business or commercial activities whatsoever in or from the leased premises. The leased premises will be occupied only by the Tenant(s) and occupants specifically identified on Page 1 of this Lease. No other individuals will be allowed to occupy the leased premises without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Without limiting the foregoing, any prior tenant or occupant of an house at the house community whose possessory interest or leasehold interest was terminated by Landlord, any trespasser, any individual that the police, Landlord or Landlord's agents have removed or directed to leave the house community and/or any other individual whose presence on or around the house community is unauthorized ("Terminated Person") shall not be permitted to return to the house community as a tenant or guest without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Without limiting the foregoing, a Terminated Person shall not be permitted to stay in any house at the residential

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

Tenant Initials: _____ Owner/Agent Initials: CB

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community or visit the residential community for any other reason and shall be considered unauthorized and any Tenant(s) and/or occupants that permits the presence of a Terminated Person or unauthorized person shall be in material violation of this Lease. In the event that the residential community has any common areas, laundry rooms, pool, fitness center, business center, playground, picnic or other recreational facilities or amenities, Tenant(s) acknowledges and agrees that (a) the use of the same is a privilege and not a contractual right, (b) this privilege is conditioned on Tenant and Tenant's occupants and guests strict compliance of all rules, regulations, and policies as well as all posted signs or notices pertaining thereto, (c) these recreational facilities and amenities may be changed, conditioned or restricted and this privilege may be revoked or suspended by Landlord at any time in accordance with applicable law, (d) without limiting anything contained herein, any misuse or abuse of these recreational facilities and amenities is a material violation of this Lease,(e) Tenant and Tenant's occupants and guests assume all risks, dangers and hazards related to or connected with use of any recreational facilities and amenities, and (f) Tenant and Tenant's occupants and guests waive and release all claims and indemnify Landlord, and each of its respective successors, assigns, officers, directors, shareholders, managers, members, general partners, limited partners, employees, representatives, management companies, servants, agents, contractors and/or affiliates, from any and all claims for injury, death and any damages or losses of any kind related to or connected with Tenant or Tenant's occupant(s) and guest(s)' use of
any recreational facilities and amenities. **IT IS STRONGLY RECOMMENDED THAT TENANT OBTAIN LIABILITY AND CASUALTY INSURANCE TO PROTECT TENANT AND TENANT'S OCCUPANTS AND GUESTS, AND THE PROPERTY BELONGING TO SUCH PERSONS. TENANT IRREFUTABLY AGREES THAT FAILURE TO MAINTAIN LIABILITY AND CASUALTY INSURANCE SHALL IN NO WAY LIMIT THE LIABILITY OF TENANT(s) UNDER THIS LEASE.**

28. GUESTS: There shall be no other persons living on the Premises other than the Tenant(s) and any Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for more than 1 week unless otherwise approved by the Landlord.

29. SMOKING POLICY: ALL RENTAL HOMES ARE SMOKE FREE UNLESS OTHERWISE NOTED. Smoking on the Premises is prohibited in the house.

1. This is a non-smoking residence. No smoking, including medical marijuana, inside the home or on the Premise is permitted.
2. Consuming medical marijuana with a vaporizer or in cannabis edibles, tonics, or concentrates is also NOT permitted on the premise.
3. No recreational or medical marijuana may be grown or consumed on the Premises by the Tenant(s) or guest(s). Doing so will be a breach of this Lease Agreement.

30. COMPLIANCE WITH LAW: The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

31. DISCLOSURE RIGHTS: Tenant(s) acknowledges and agrees that if someone requests information on you or your rental history for law enforcement, governmental or business purposes, we may provide it.

32. TAKING: If all or any portion of the leased premises shall be taken by a governmental or quasi-governmental authority ("Authority"), then this Lease shall no longer apply to the portion of the leased premises so taken. Landlord or Tenant(s) shall have the right to terminate this Lease only if the taking by the Authority shall have resulted in the leased premises no longer being able to be used as a habitable dwelling. A taking of any of the common areas or recreational facilities of the house community shall not affect this Lease. Landlord shall

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have the right to all damages or monies awarded by the Authority relating to or connected with any taking.

33. BREACH OR DEFAULT: If Tenant(s) and/or its occupant(s) or guest(s) fail to comply with (a) any of the material provisions of this Lease (other than the covenant to pay rent), (b) any material provisions of the rules, regulations and policies of Landlord currently in effect, or (c) any duties imposed on Tenant by statute, then within seven (7) days after delivery of written notice by Landlord to Tenant(s) specifying the material non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Tenant(s) and any occupants shall surrender the leased premises to Landlord. This Lease shall be deemed automatically terminated, without further notice to Tenant, on the 7th day after delivery of such notice. If Tenant fails to pay rent when due, and the default continues for a period of three (3) days (excluding Saturday, Sunday and legal holidays) after the delivery of a 3-Day Notice from Landlord regarding such default, then Landlord may, at Landlord's sole discretion, exercise any and all rights and remedies available to Landlord under this Lease or at law or in equity; including, the termination of this Lease, without further notice to Tenant. Without limiting the foregoing, Tenant(s) shall be liable to Landlord for Landlord's reasonable costs of enforcing this Lease; including, but not limited to, court cost and expenses, collection costs and reasonable attorney's fees and costs, and Landlord reserves the right to report any unpaid amounts under this Lease to credit agencies. The Landlord's termination of this lease pursuant to this section shall not release Tenant(s) from liability for rent or other obligations under this Lease. Landlord's rights and remedies set forth in this Lease shall be cumulative in nature and not exclusive of any other right or remedy allowed by law.

34. MULTIPLE TENANT(S) OR OCCUPANT(S): Each individual that is considered a Tenant(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). In eviction suits, the Tenant(s) is considered the agent of the Premise for the service of process.

35. DISPUTES: If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

36. SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

37. WAIVER OF JURY TRIAL: To the extent permitted by applicable law, Landlord and Tenant(s) hereby waive their right to a trial by jury.

38. NOTICES: All notices required to be given by Landlord to Tenant(s) shall be deemed delivered by any of the following methods: (a) leaving the same upon the leased premises, (b) depositing said notice in the U.S. Mail, (c) by delivering said notice using an overnight carrier, or (d) any such other method as agreed to by Landlord and Tenant(s). Notices to Tenant(s) constitute notice to Tenant's occupants and guests. All notices given by Tenant(s) to Landlord shall be given by certified mail with return receipt request. The only admissible evidence that notice has been given by Tenant(s) to Landlord shall be a certified return receipt signed by Landlord or its agent.

39. NON-WAIVER: The failure of Landlord to exercise any of its rights hereunder or insist upon strict performance of any terms, covenants or conditions of this Lease shall not be construed as a waiver of any such terms, covenants or conditions, and shall not preclude Landlord from the exercise of any such rights upon subsequent default or breach by Tenant(s). The acceptance of past due rent shall in no event act as a waiver of

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

Tenant Initials: _____ Owner/Agent Initials: CB

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Landlord's rights to terminate this Lease for non-payment of rent when due, and no notice or demand shall be required for enforcement thereof.

40. SURRENDER OF PREMISES: The Tenant(s) has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

41. RETALIATION: The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

42. WAIVER: A Waiver by the Landlord for a breach of any covenant or duty by the Tenant(s), under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant(s), or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant(s) and Landlord.

46. EQUAL HOUSING: If the Tenant(s) possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant(s) are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

47. SAFETY: Tenant(s) must exercise due care and take any measures necessary for his or her own and others' safety and security as well as the safety and security of his/her/their property. Tenant(s) understands and agrees that (a) Landlord does not provide security for the protection of a Tenant(s), Tenant's occupants or guests or their respective property, (b) any courtesy officer provided at the residential community is provided solely for the protection of the Landlord's property and the protection of such property during any disturbances at the house community, and (c) Tenant(s) is responsible for obtaining adequate insurance for the protection of the contents of Tenant's house. In the event of any suspicious behavior, violence, acts of a crime and/or emergencies, Tenant(s) must call 911 or law enforcement authorities/emergency medical services. It is also the Tenant's obligation to report, **IN WRITING**, to the Landlord any problem, defect, malfunction or failure of any windows, doors, locks and/or any repair needed to the same.

48. LOCKOUTS: Tenant(s) must utilize, at his or her expense, a professional locksmith in order to gain entry into the house. Tenant will be responsible for any damages to the property caused by the locksmith or forced entry. Landlord does not provide any lockout service.

49. FIREWORKS: The possession of any type of fireworks in not allowed on or around the leased premises or the residential community. Tenant(s) is solely responsible for all fines or penalties caused by the action or inaction of Tenant(s), or its occupant(s) or guests, in violation of any applicable law or ordinance related to or connected with fireworks or fire.

50. GRILLS: Any outdoor cooking or open flame device must be operated in designated areas at least ten (10) feet away from any building or structure. Outdoor cooking or open flame devices shall not be operated on any patio or balcony. Tenant(s) shall not store propane or gas on or around the leased premises. Tenant(s) is solely responsible for all fines or penalties caused by the action or inaction of Tenant(s), or its occupant(s) or guests, in violation of any applicable law or ordinance related to or connected with grills, propane tanks, gas and/or fire.

51. HAZARDOUS MATERIALS: The Tenant(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

52. WATERBEDS: The Tenant(s) is not permitted to furnish the Premises with waterbeds.

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

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Tenant Initials: _____ Owner/Agent Initials: CB

53. INDEMNIFICATION: The Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant(s)'s expense.

54. COVENANTS: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

55. CLEANLINESS AND ORDERLINESS: Tenant(s) shall maintain the leased premises in a clean and neat condition and shall at all times comply with all applicable laws, codes and ordinances. Tenant(s) shall properly maintain, use and operate all appliances and electrical, gas and plumbing fixtures. All trash, garbage and other debris shall be placed in dumpsters or receptacles provided by Landlord. No receptacles, vehicles, baby carriages, or other articles or obstructions shall be placed in the halls or other common areas or passageways. Tenant(s) shall keep its house and balcony or patio in a neat, clean and respectable condition.

55a.CLEANING: Upon move out, Tenant (s) is responsible for the cleaning of the entire leased premises. There is a deep cleaning fee that is NON-REFUNDABLE charge of $ 100.00. This includes, but is not limited, to cleaning the appliances, bathrooms, mitigating any odor and the removal of trash and furniture. Tenant(s) will be liable for additional cleaning charges in the event the house is not returned at the end of the Lease in clean condition. Landlord will conduct an inspection of the leased premises after move out. If Tenant(s) wishes to be present during this inspection, written notice must be received by Landlord in advance. If Tenant(s) has fulfilled the terms of the Lease and Landlord determines that the leased premises are clean, then no additional cleaning charge will be assessed. If Tenant has not fulfilled the terms of the Lease, Tenant(s) will be charged a cleaning charge of $ 100.00 and/or a removal fee of $ 100.00 .

56. TRASH: The trash receptacles, dumpsters and containers at the residential community are provided after Tenant's secures service (see Utilities Addendum) for non-hazardous trash or waste and recycling. Tenant(s) shall place all such trash in the dumpsters or recycling containers. Trash cannot be left outside the premises front door or in plain sight. Failure to comply with this policy will result in a $ 20.00 minimum charge per occurrence. The Landlord is not responsible for hauling away items such as discarded furniture. Boxes and cartons must be broken down before being placed in dumpsters or recycling bins.

57. PAINTING: Landlord expects the house's interior paint to last at least two years with only minor touch-ups. Upon move- out, Tenant will not be charged for touch-ups. If occupancy has been less than 12 months, and Landlord determines a full paint of the house is necessary, the Tenant will be charged for the full cost of the full-paint. If occupancy has been greater than 12 months, but less than 24 months, and Landlord determines a full-paint of the house is necessary, the Tenant will be charged half the cost of the full-paint. Extra painting, priming, or cleaning for removal of smoke damage, grease or items will be charged at actual cost. The decision to touch-up or paint all or a portion of the house is at the sole discretion of the Landlord.

58. POWER OUTAGES: In the event of a power outage, the use of candles or other flammables is strictly prohibited. Smoke detectors are equipped with battery back-ups will operate without electricity. Extreme caution if necessary.

59. PREMISES DEEMED UNINHABITABLE: If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

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Tenant Initials: _____ Owner/Agent Initials: CB

60. QUIET HOURS AND PROHIBITED CONDUCT: Quiet hours for this residential community are between 10:00 p.m. and 7:00 a.m. During such time, no noise should be heard outside of the leased premises. Tenant(s) agrees not to (a) engage or generate, or allow anyone else to engage or generate, excessive noise or any unlawful activity or other activity in the leased premises, or on or around the house community, which may disturb the peace and quiet of other tenants and their occupants and guests as well as employees and vendors performing services at the residential community or disrupt Landlord's business operations, and/or (b) solicit, congregate, lounge, and/or loiter on or around the house community or remain in one place on or around the house community with no apparent purpose and/or allow, cause or encourage anyone else to do the same. Without limiting the foregoing, Tenant(s) acknowledges that the following shall disturb the peace and quiet of other tenants and their occupants and guests, employees and vendors performing services at the residential community and/or to the Landlord's business operations and shall constitute a material default under this Lease: (a) that any of the following on or near the residential community: (i) abusive, loud, obnoxious, profane or threatening conduct or language, (ii) the discharge of a firearm, (iii) the brandishing or display of a weapon in a manner that threatens others, (iv) the tampering with utilities or telecommunications, (v) the manufacturing, delivering, possessing of a controlled substance or drug paraphernalia, (vi) bringing hazardous substances into the leased premises or the house community and (vii) harassing or threatening conduct or language, and (b) making bad faith allegations against Landlord to others in order to injure Landlord's reputation. Tenant(s) understands that he/she is responsible for the conduct of Tenant's occupants and guests and that the conduct of Tenant's occupants or guests shall be attributable to Tenant(s) and may constitute a violation of the terms of this Lease. Tenant(s) further agrees that Tenant shall be liable for any injury or damage done to the leased premises, the building and common areas of the residential community in which the leased premises is located, or the common areas of the residential community caused by Tenant(s) and/or Tenant's occupants or guests. In the event that Tenant(s) and/or its occupants engage in any illegal activity or behavior away from the house community that results in the arrest of the Tenant(s) and/or its occupants, and such activity or behavior could pose a harmful threat to the Tenants of the residential community, then such activity shall constitute grounds for eviction. Without limiting the foregoing or anything contained herein, Landlord may also terminate this Lease if Tenant(s), Tenant's occupant(s), or other person under Tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver or possessed a controlled substance on the leased premises.

61. LEAD PAINT: The Premises was constructed after 1978 and therefore the Lead-Based Paint Disclosure is not required by Florida state statue.

61a. Lead-Based Paint Disclosure: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

62. DEATH OF THE TENANT(S): By signing this Agreement, the Tenant(s) agrees that upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining tenant, as provided by Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property.

63. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Tenant(s) county health department.

64. FIRE PROTECTION: The Premises is not located in a building that is at least three (3) stories tall.

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

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Tenant Initials: _____ Owner/Agent Initials: CB

65. EXTERIOR PROJECTIONS AND WINDOW COVERINGS: Tenant(s) shall not exhibit any sign or advertisement or allow any projection in or out of the windows or exterior of the building or in any place except as previously approved, in writing, by Landlord. Tenant(s) shall only use window blinds in the windows approved by Landlord.

66. FORCE MAJEURE: As used herein the term "Force Majeure Event" means acts of God, floods, blizzards, ice storms, volcanic eruptions and emanations, earthquakes, thaws, named tropical storms, and hurricanes; insurrection, terrorism, revolution, piracy, and war; strikes, lockouts, and labor disputes; federal or state laws; changes to ordinances, standards, rules and regulations of any governmental or public authorities having or asserting jurisdiction over the leased premises or the house community; inability to procure material, equipment, or necessary labor despite reasonable efforts; or similar causes (except financial) beyond the control of Landlord. To the extent permitted by applicable law, Landlord shall be excused from complying with the terms and conditions of this Lease if, to the extent, and for as long as, Landlord's compliance is delayed or prevented by a Force Majeure Event.

67. CASUALTY: If the leased premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution of this Lease and during the term or any extension or renewal thereof, Landlord shall have the right to terminate this Leased upon written notice to Tenant(s). If this Lease is not so terminated, then in case of any such casualty to the leased premises rendering the same or any part thereof unfit for use and occupancy, a just proportion of the rent (according to the nature and extent of the damage to the leased premises), shall be suspended or abated until the leased premises is fit for use and occupancy. If the leased premises are not restored by Landlord for use and occupancy within sixty (60) days after the casualty occurred, Tenant(s) may terminate this Lease by delivering written notice of termination to Landlord. If either party gives notice of intention to terminate under this section, this Lease shall terminate on the last day of the current monthly rental period. Landlord shall not be liable for any damage, loss or injury to Tenant's personal property, or the personal property of other occupants and/or guests. Landlord strongly recommends that Tenant(s) secure appropriate insurance coverage to protect against any such damage, loss or injury.

68. LIABILITY FOR LOSS AND DAMAGE: Tenant(s) shall cooperate to maintain a safe environment by giving Landlord prompt, written notice of any damages and needed repairs or defects in the leased premises or the house community. Tenant(s) agrees that Landlord shall not be liable for, and hereby releases Landlord and its agents from, any claim, damage, loss, or injury suffered by any person; including, but not limited to, Tenant or Tenant's occupants or guests, occurring within the leased premises and/or the house community, regardless of whether such may be caused or contributed to by Landlord's negligence or the negligence of someone else. Tenant(s) further agrees, on behalf of Tenant(s) and Tenant's occupants and guests, to defend, indemnify, and hold Landlord harmless from and against any and all such claims, damages, losses, or injuries; including, all reasonable costs and attorney's fees related thereto. Should any such claim or demand be made against Landlord, Tenant(s), upon notice from Landlord, shall defend the same, at Tenant's sole expense, with the use of counsel satisfactory to Landlord. Tenant(s) is responsible for obtaining Tenant's own liability and casualty insurance. **IT IS STRONGLY RECOMMENDED THAT TENANT OBTAIN LIABILITY AND CASUALTY INSURANCE TO PROTECT TENANT(S) AND TENANT'S OCCUPANT(S) AND GUESTS, AND THE PROPERTY BELONGING TO SUCH PERSONS. TENANT IRREFUTABLY AGREES THAT FAILURE TO MAINTAIN LIABILITY AND CASUALTY INSURANCE SHALL IN NO WAY LIMIT THE LIABILITY OF TENANT UNDER THIS LEASE.** Tenant(s) agrees that Tenant's successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this Lease.

69. ADDITIONAL TERMS AND CONDITIONS: There are no further terms or conditions that will be added to this Agreement other than any attachments or addendums attached.

70. INCONVENIENCE: Landlord shall not be responsible for consequential or other damages as a result of

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

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inconveniences or annoyances related to this Lease or Tenant's tenancy.

71. RENEWAL: Landlord shall notify Tenant(s), in writing, of its intent to non-renew this Lease at least one calendar month prior to the end of the term of the Lease. If Tenant(s) wishes to terminate this Lease at the end of its initial term (or any subsequent term), Tenant shall notify Landlord, in writing, of its intent to vacate at least one calendar month prior to the end of the term of the Lease. Within fifteen (15) days prior to the commencement of the last month of the term of the Lease, Landlord shall send notice to Tenant(s) reminding Tenant(s) of its obligation to send such termination notice and setting forth the fees, penalties and other charges applicable to Tenant(s) in the event Tenant(s) fails to send timely termination notice. If Tenant(s) fails to give timely notice to Landlord of its intent to vacate and thereafter vacates at the expiration of the term of the Lease, Tenant(s) shall immediately pay Landlord an amount equivalent to one (1) month's rent as liquidated damages. Where the Tenant(s) continues in possession with the permission of the Landlord beyond the term of the Lease, the tenancy following the expiration of the term of the Lease shall be that of a month-to-month tenant at will terminable by either party on fifteen (15) days' notice prior to the end of any monthly period. Where the Tenant(s) continues in possession without the permission of the Landlord following the expiration of the term of the Lease, Tenant(s) shall be a holdover tenant- at-sufferance governed by Section 16 below.

72. REFUSAL TO DELIVER POSSESSION; HOLD OVER: In the event that Tenant(s) continues to occupy the leased premises after the ending date of this Lease without the permission of the Landlord, and this Lease has not been renewed nor a new Lease made, Tenant(s) shall pay to Landlord an amount equal to double or two times the amount of monthly Rent due under this Lease each month and this Lease shall convert to a month-to-month tenancy-at-sufferance. In the event this Lease is converted into a month-to-month tenancy-at-sufferance, Tenant(s) agrees that no further notice shall be required by Landlord in order to terminate the tenancy or commence eviction proceedings. Rent cannot be prorated if Tenant(s) moves out in the middle of the final month or any part of the final month. Tenant is responsible for the full rental period ending on the last day of the calendar month.

73. DELIVERY OF PREMISES: In the event that Landlord is unable to deliver the leased premises to Tenant(s) at the date called for herein, the rent shall be abated on a pro-rated basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay. If Landlord cannot deliver such possession within thirty (30) days from the dated called for herein, either Landlord or Tenant(s) may then terminate this Lease by giving written notice to the other and any payment made under this Lease shall be forthwith refunded.

74. VACATING THE PREMISES: In the event that Tenant(s) voluntarily vacates the leased premises in violation of this Lease, or this Lease is terminated as a result of a default or breach of Tenant(s), Landlord may re-enter and take possession of the leased premises. Neither vacating the leasing premises nor delivering the keys/FOBs to Landlord shall be deemed a surrender of this Lease or a release of Tenant(s) from its obligations under this Lease.

75. REMOVAL OF POSSESSIONS: BY SIGNING THIS LEASE, EACH TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT(S), AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

76. GOVERNING LAW: This Agreement is to be governed under the laws located in the State of Florida.

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Tenant Initials: _____ Owner/Agent Initials: CB

77. **ADDENDA:** The following addenda apply to this Lease and shall be included in and made a part of this Lease:

- ☐ **General Addendum to Lease**
- ☐ **Access Gate Addendum**
- ☐ **Alligator Addendum**
- ☐ **Cable Addendum**
- ☐ **Carport/Garage and/or Storage Unit Addendum**
- ☐ **Cleanliness Standard Addendum**
- ☐ **Concessions, Specials, Discounts and Giveaways**
- ☐ **Addendum Dehumidifier Addendum**
- ☐ **Electronic Notification Agreement**
- ☐ **Fireplace Addendum**
- ☐ **Fitness Center Addendum-Move-In**
- ☐ **Keys and Card Receipt- Move-In**
- ☐ **Master Cost of Repairs Worksheet-Move-Out**
- ☐ **Mold and Mildew Addendum**
- ☐ **Natural Disaster and Weather Preparedness Addendum**
- ☐ **No Pet Addendum**
- ☐ **Pet Addendum**
- ☐ **Reserved Parking Space Addendum**
- ☐ **Satellite Dish or Antenna Addendum**
- ☐ **Utilities and Services Addendum**
- ☐ **Bed Bug Addendum**
- ☐ **Vehicle Registration Form**
- ☐ **Washer/Dryer Appliance Addendum**

78. OTHER TERMS:. All terms and conditions of the Tenant's Lease shall remain unchanged except as specifically modified by this Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Such damages may include, but may not be limited to, rent, utilities and other amounts due under the Lease for the remaining term of the Lease, late fees as well as repayment of specials, concessions, discounts, and the value of all giveaway items.

79. ENTIRE AGREEMENT: This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term. The parties have agreed and executed this agreement on _____.

EACH PERSON WHO SIGNS THIS LEASE ACKNOWLEDGES, BY HIS/HER SIGNATURE, THAT HE/SHE (A) IS MENTALLY COMPETENT AND 18 YEARS OF AGE OR OLDER, (B) UNDERSTANDS THE TERMS AND CONDITIONS OF THIS LEASE, AND (C) SIGNS THIS LEASE AS HIS/HER OWN FREE ACT AND OF HIS/HER OWN FREE WILL.

Tenant Signature: George E O'Brian IV Date: 08/07/2022 4:45 PM CDT

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Owner Signature: Christy Barnes Date: 08/07/2022 4:44 PM CDT

Electronically Signed using eSignOnline™ [Session ID 62e35cab-f6e5-4107-80da-67a38b980ea7]

REPLACEMENT HOUSING QUESTIONNAIRE / CERTIFICATION

AGENCY: City of Destin
PROJECT: Destin Connector
COUNTY: Okaloosa
PARCEL: 608 Sandalwood Drive

DISPLACEE ADDRESS:
608 Sandalwood Drive, Destin, FL

COMPARABLE NO.: Replacement

NUMBER BEING RELOCATED TO THIS UNIT:
1

ADDRESS OF REPLACEMENT PROPERTY:
2230 Janet Street, Navarre, FL

LISTED BY: Cocharan

OWNER'S NAME & ADDRESS:
Christy Barnes
2230 Janet Street
Navarre, FL 32566

☒ SINGLE ☐ M/H
☐ MULTI ☐ OTHER

ADVERSE ENVIRONMENTAL FACTORS?
None Noted.

ASKING PRICE:	RENTAL:	% DOWN TO PURCHASE:	LOT SIZE: 0.19 AC	GARAGE OR CARPORT:2 CAR(S)
N/A	$2,000.00	N/A		

TYPE OF NEIGHBORHOOD:	DISTANCE TO EMPLOYMENT:	DISTANCE TO TRANSPORTATION:
Residential	23.8 miles	N/A

DISTANCE TO SHOPPING: Less than 1 mile

DISTANCE TO SCHOOL: ELEMENTARY: N/A JR. HIGH: N/A
SR. HIGH: N/A

DISTANCE TO CHURCH OF CHOICE: N/A

FAIR HOUSING ☒ YES ☐ NO

EXTERIOR APPURTENANCES: Garage

TOTAL FLOOR SPACE: Total floor space includes all heated areas. In addition to habitable floor space, total floor space includes closets, baths, connecting corridors, pantries, if heated and considered part of the main body of the house.

TYPE OF CONSTRUCTION:	AGE:	# BEDROOMS:	# BATHS:	# TOTAL ROOMS:
☐ BRICK ☒ FRAME ☐ CONCRETE BLOCK ☐ OTHER	2016	3	2	8

HOUSING CODE:
- IS PROPERTY COVERED BY A LOCAL HOUSING CODE? ☒ YES ☐ NO
- DOES PROPERTY CONFORM TO CODE? ☒ YES ☐ NO EXCEPTION LIST ATTACHED

ELECTRICITY:
- IS THERE PROVISION FOR ARTIFICIAL LIGHTING IN EACH ROOM? ☒ YES ☐ NO

HEATING AND AIR CONDITIONING:
- IS THERE AN ADEQUATE HEATING SYSTEM MAINTAINING A 70° TEMPERATURE? ☒ YES ☐ NO
  GIVE TYPE: Central Electric
- IS INSPECTION BY A HEATING EXPERT NEEDED? ☐ YES ☒ NO
- IS THERE AN AIR CONDITIONING SYSTEM? ☒ YES ☐ NO
  GIVE TYPE: Central # OF UNITS:

WATER SUPPLY:
- IS THERE A CONTINUING AND ADEQUATE SUPPLY OF POTABLE SAFE WATER? ☒ YES ☐ NO
  GIVE SOURCE:
- IF WELL OR CISTERN, WHEN WAS IT LAST TESTED?_____
  RESULTS: _____

KITCHEN:
- DOES KITCHEN CONTAIN A SINK WITH HOT & COLD WATER FAUCETS IN WORKING CONDITION? ☒ YES ☐ NO
- DOES KITCHEN HAVE UTILITY CONNECTIONS & SPACE FOR RANGE AND REFRIGERATOR? ☒ YES ☐ NO

BATHROOM:
- IS BATHROOM WELL-LIGHTED, VENTILATED & AFFORDING PRIVACY? ☒ YES ☐ NO
- DOES BATHROOM CONTAIN LAVATORY BASIN, FLUSH, CLOSET, AND BATHTUB OR STALL SHOWER? ☒ YES ☐ NO
- ARE FACILITIES CONNECTED TO: ☒ SEWER ☐ SEPTIC TANK? ☒ YES ☐ NO

STRUCTURE:
- IS STRUCTURE SOUND, WEATHER TIGHT & IN GOOD REPAIR? ☒ YES ☐ NO
- IS STRUCTURE ADEQUATELY MAINTAINED? ☒ YES ☐ NO
- IS THERE MEANS TO EGRESS TO SAFE OPEN SPACE AT GROUND LEVEL? ☒ YES ☐ NO
- IS STRUCTURE THREE OR MORE STORIES HIGH? ☐ YES ☒ NO
  IF YES, HAS TWO OR MORE EXITS TO SAFE OPEN AREA AT GROUND LEVEL ☐ YES ☐ NO
- DOES STRUCTURE APPEAR TO MEET DECENT, SAFE AND SANITARY LIVING REQUIREMENTS? ☒ YES ☐ NO

REMARKS:

I HEREBY CERTIFY THAT I HAVE PERSONALLY INSPECTED THE ABOVE DESCRIBED PROPERTY, AND THE PROPERTY APPEARS TO MEET PENSACOLA INTERNATIONAL AIRPORT'S DECENT, SAFE AND SANITARY REQUIREMENTS.

☒ YES ☐ NO

ANY DETERMINATION MADE BY PENSACOLA INTERNATIONAL AIRPORT THAT A DWELLING MEETS THE DECENT, SAFE AND SANITARY HOUSING STANDARDS IS MADE SOLELY FOR THE PURPOSE OF DETERMINING ELIGIBILITY FOR A TENANT'S REPLACEMENT HOUSING PAYMENT AND IS NOT A REPRESENTATION OR WARRANTY FOR ANY OTHER PURPOSE.

INFORMATION OBTAINED FROM: Realtor and Agent Inspection	AGENT'S SIGNATURE	DATE: 8/8/2022

I HEREBY CERTIFY THE ABOVE PROPERTY OCCUPIED AS OF _____

AGENT'S SIGNATURE _____

Santa Rosa County Property Appraiser
Gregory S. Brown II, CFA



Home Search Map

Parcel Information

Parcel Number	21-2S-26-0780-0QQ00-1350
Situs/Physical Address	2230 JANET ST NAVARRE 32566
Property Usage	SINGLE FAMILY (0100)
Section-Township-Range	21-2S-26
Tax District	HOLLEY/NAVARRE
2020 Millage Rates	0
Acreage	0.19
Homestead	Y
Brief Legal Description	PERRY-BROCK UNREC SUB BLK ALOTS 20 & 21 BEING A PORT OFCRESCENT SHORES LOT QQ NOWDES AS PARCEL "B"- N 1/2 OF:COM AT NE CORN CRESCENT SHORESLOT QQ THN W 110 FT THN S 819.45 FT TO POB & CONT S 150 FTTHN E 110 FT THN N 150 FT THNW 110 FT TO POB AS DES IN OR3575 PG 1693 (NEW PARCEL FOR2016 TAX ROLL)

Owner Information

Primary Owner

Barnes Christy
2230 Janet St
Navarre, FL 32566

Valuation

	2019 Certified	2020 Certified	2021 Certified
Building	$74,240.00	$79,029.00	$100,684.00
Extra Feature	$0.00	$0.00	$0.00
Land Value	$29,925.00	$29,925.00	$29,925.00
Land Agricultural Value	$0.00	$0.00	$0.00
Agricultural (Market) Value	$0.00	$0.00	$0.00
Just (Market) Value*	$104,165.00	$108,954.00	$130,609.00
Co. Assessed Value	$76,709.00	$78,473.00	$79,572.00
Exempt Value	$50,000.00	$50,000.00	$50,000.00
Co. Taxable Value	$26,709.00	$28,473.00	$29,572.00

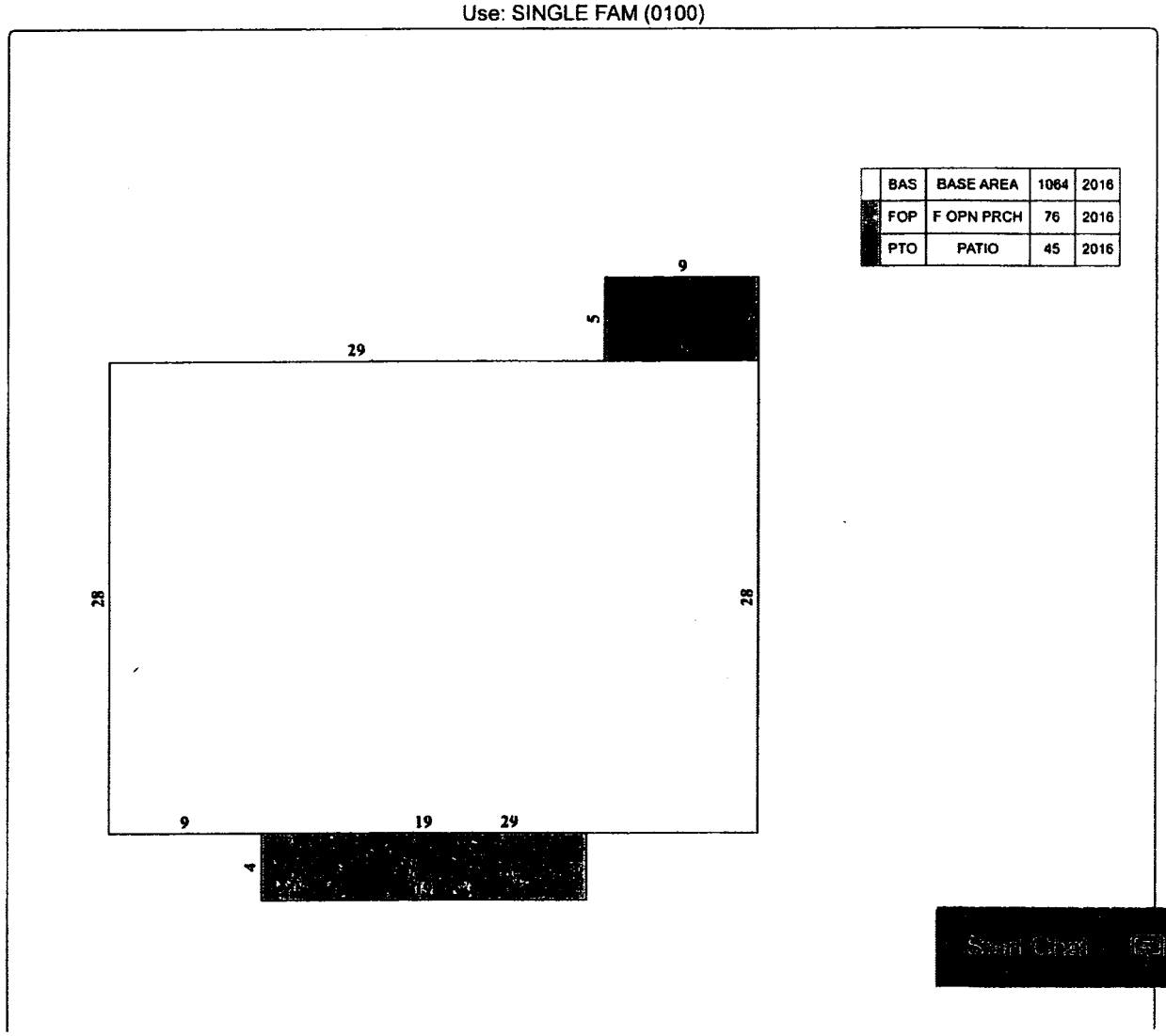
[redacted]

Residential Buildings

Building 1

Type	SINGLE FAM
Total Area	1185
Heated Area	1064.00
Ext Walls	VINYL SIDE
Roof Cover	TIMB/SHING
Interior Walls	DRYWALL
Foundation	MONOLITHIC
Frame	WOOD FRAME
Floor	VINYL
Heat Type	FCD AIR D
A/C Type	CENTRAL
Bathrooms	2.00
Bedrooms	3.00
Stories	1.00
Actual Year Built	2016
Effective Year Built	2016

Use: SINGLE FAM (0100)



- Bedrooms: 2
- Bedroom 1 Dimensions: 15 x 11
- Bedroom 2 Dimensions: 11 x 10
- Bedroom 1 Level: 1
- Bedroom 2 Level: 1

Bathrooms

- Total Bathrooms: 2
- Full Bathrooms: 2

Interior Features

- Breakfast Bar
- Floor Tile
- Floor Vinyl

Appliances

- Dishwasher
- Disposal
- Microwave
- Oven Self Cleaning
- Refrigerator
- Smoke Detector
- Smooth Stovetop Rnge
- Stove/Oven Electric

Other Rooms

- Bedroom, Dining Room, Kitchen, Master Bedroom

Kitchen and Dining

- Dining Room Dimensions: Dining Area Dimensions: 28 x 13
- Dining Room Features: Dining/Living combo
- Dining Room Level: 1

Exterior and Lot Features

- Porch Open

Pool and Spa

- Pool Features: Community

Waterfront and Water Access

- Intracoastal Wtrwy
- Sound
- Waterfront Feet: .

Land Info

- Lot Size Acres: 6.54
- Lot Size Square Feet: 284882

Garage and Parking

- Parking Total: 2

School Information

- Elementary School: Edwins
- High School: Fort Walton Beach
- Middle School: Bruner

Amenities and Community Features

- Facilities: Community Room, Dock, Laundry, Pool, Tennis, Waterfront

Rental Info

- Lease Term: 1 Year, 6+ Months, Military Clause
- Security Deposit: Yes

Homeowners Association

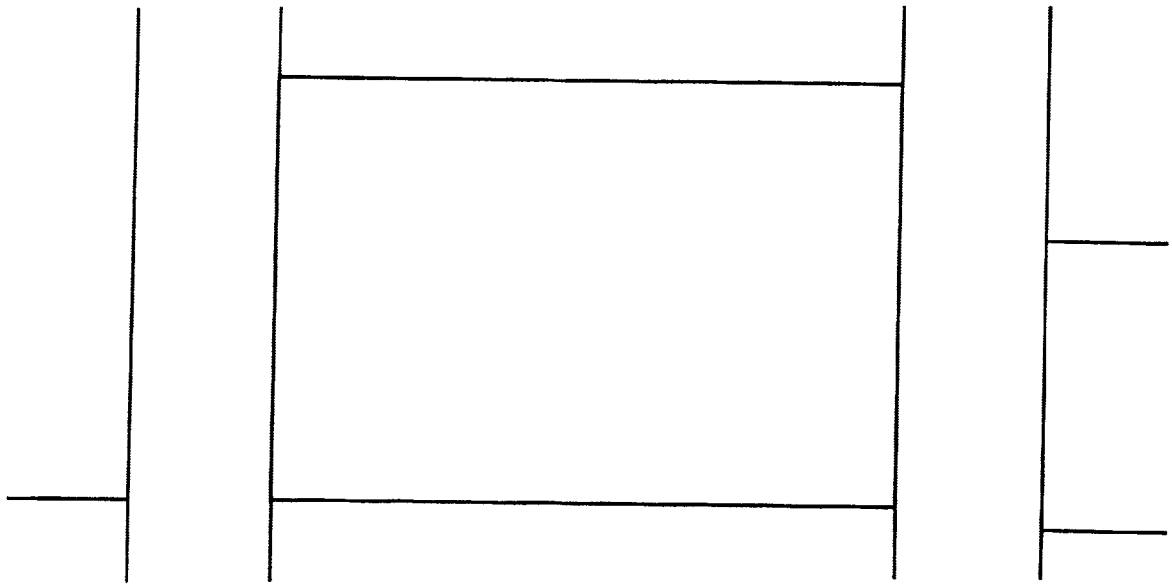
Land

Land Code	Description	Zoning	Frontage	Depth	Unit Type	Land Units	Land Value
0100	SFR	R2M	75.00	110.00	FF	75.00	$29,925

Sales

Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Book / Page	Qualification	Vacant or Improved	Grantor	Grantee
N	11/17/2016	$106,900	SW	3575 / 1693	U	I	PENSACOLA HABITAT FOR HUMANITY	BARNES CHRISTY (S)

Map



The Santa Rosa County Property Appraiser and staff are constantly working to provide and publish the most current and accurate information possible. No warranties, expressed or implied are provided for the data herein, its use, or its interpretation. The current assessed values as viewed herein are 2021 Certified Values, the data elements are current as of October 07, 2021. Again, one must remember that the primary use of the assessment data contained herein is for general public information. No responsibility or liability is assumed for inaccuracies or errors.

City of Destin – Destin Crosstown Connector
608 Sandalwood Drive – George E. O'Brian IV (Tenant)

SUMMARY WORKSHEET

Actual Rent plus utilities for Comparable rental	$ 2,000.00month
Actual Rent plus utilities for Subject	$ 1,100.00/month
Rent Supplement (up to)	**$ 900.00/month**
X 42 months	**$37,800.00**

Replacement Rental plus Utilities	$2,300.00/month	
Subject Actual Rent Plus Utilities	$1,100.00/month	
Difference		**$ 1,200.00/month**
X 42 months		**$50,400.00**

Total Claim for Rent Supplement: **$37,800.00**

Rent plus utilities for the replacement home caused the replacement rental to exceed the approved rent supplement amount, therefore, tenant is eligible for the comparable amount of $37,800.00. Rent is shown in the lease as flat $300/month plus rental amount of $2,000/month.

CITY OF DESTIN
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

AGENCY:	City of Destin
PROJECT:	Destin Connector
COUNTY:	Okaloosa
PARCEL NO.:	608 Sandalwood Drive

Dear Property Owners:

City of Destin will be acquiring, or has acquired property owned by you for a roadway improvement project. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions let us know.

Name George E. O'Brian IV	
Business Name, if different from above	
Address (number, street, and apt. or suite no.) 608 Sandalwood Drive	**OWNERSHIP INTEREST** ( ) Sole Owner Tenant ( ) Part Owner with ____% interest
City, State, and ZIP Code Destin, FL 32439	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): 593-90-6823

For other entities, it is your employer identification number (EIN): ___-_____

Certification.

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign here _____ **Date** 8/8/2022

If you do not have a TIN, see attached instructions for **How to get a TIN**.

Instructions for Names and Taxpayer Identification Numbers

1. **Individuals** should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

2. **Married couples** should give the name and SSN of either person.

3. **Custodian accounts (guardianship)** must give the ward's name and SSN. Do not furnish the TIN of the guardian.

4. For a **trust account that is not a legal or valid trust under state law,** give the name and SSN of the actual owner.

5. **Limited liability company (LLC)** – If a **single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the **owner's name** on the "Name" line and enter the LLC name on the "Business name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.

6. For a **sole proprietor** or a **single-owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.

7. For a **valid trust,** name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.

8. For an **estate,** the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.

9. For an **association, club, religious, charitable, educational, or other tax-exempt organization,** give the name and EIN of the organization.

10. For a **partnership or multi-member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at **www.ssa.gov/online/ss5.html.** You may also get this form by calling 1-800-772-1213. Use **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov.**

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

RECEIPT

Date: 8/7/2022 Receipt Number: 1

Amount Received: Two Thousand dollars [$ 2,000]

For Payment of: Rent 1st Month

Received by: Christy Barnes Received From: George E. O'Brian IV

Payment Method: ☒ Cash ☐ Check ☐ Credit Card ☐ Other _____

Check #: _____ Credit Card #: _____ Exp. ___/___ Sec. Code ___

Lessor Date

Lessee Date

Lessee Date

(SEAL)
Witness

ITEM # 2022-5423

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE: July 5, 2022

SUBJECT: Acquisition of Properties for the Crosstown Connector

I. BACKGROUND: The Beach Drive to Benning Drive road project is the last unconnected leg of the City's Crosstown Connector, an east-west corridor intended to relieve traffic congestion on U.S. Highway 98. There are several properties located within the project area that will require purchase by the City, both complete and partial acquisitions.

At its regular meeting May 17, 2021, Council approved a contract amendment with Atkins of North America that provided for property acquisition assistance to allow the City to purchase properties that will be needed for the completion of the Crosstown Connector.

II. DISCUSSION: Atkins' consultant, Ms. Marsha Hayes, has been working to acquire Purchase Agreements for the needed properties. She has secured Purchase Agreements for the following properties: 605 Sandalwood, 606 Sandalwood, 608 Sandalwood, and Vacant Lot owned by George Winton. Copies of the signed Agreements are included with this agenda item.

Appraisals for these properties are also attached. Appraisals were obtained during the Fall of 2021 but due to changing housing market, these values may not reflect present-day value. The title commitments that were available at the time the agenda was published have been attached. The remaining title commitments have been ordered through the City Attorney's office and First American Title Company is working on producing them. If approved by City Council, these Agreements will be fully executed, and staff will proceed to close with a General Warranty Deed, survey, title policy, and other such declarations as are typical for real estate closing. Two appraisals are provided for the Winton-owned vacant property as is required by state statute, because the value is above $500,000.

The following should be considered as estimated costs associated with the closings of the referenced properties:

605 Sandalwood:
Purchase of Property - $345,000
*Closing Costs on Purchase - $5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to $25,000
Relocation - Tenant Rent Supplement - $60,632.46
*Relocation - Tenant Move Costs - $5,000
Total Costs - $440,632.46

606 Sandalwood:
Purchase of Property - $265,000
*Closing Costs on Purchase - $5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to $25,000
Relocation - Tenant Rent Supplement - $26,334
*Relocation - Tenant Move Costs - $5,000
Total Costs - $326,334.00

608 Sandalwood:
Purchase of Property - $345,000
*Closing Costs on Purchase - $5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to $25,000
Relocation - Tenant Rent Supplement - $37,800
*Relocation - Tenant Move Costs - $5,000
Total Costs - $417,800.00

Vacant Land (Winton) - Anna Street & Benning Drive:
Purchase of Property - $752,450
*Closing Costs on Purchase - $10,000
Total Costs - $762,450.00

A. **Link to Strategic Goals / Objectives:** Important Priorities 1.2 Complete two-lane Crosstown Connector

B. **Effect on Budget (EOB):** FDOT TRIP funding is being used for these purchases. Acquisition costs and other expenses for these four properties will total approximately $1,947,216. Staff recommend demolition of structures on these properties should be scheduled as soon as possible after closing to decrease expenditures for utility base fees and to lower property insurance expenses.

	30554133 FDOT TRIP	31554132 Road Impact Fees	TOTAL
565000-EN615 capital project-	$2,699,664	$ -	$2,699,664
FY22 Adopted Budget	2,699,664	-	2,699,664
Internal Budget Transfer	-	330,268	330,268
Revised Budget	2,699,664	330,268	3,029,932
Previous Expenses/Encumbrances	(361,034)	(318,638)	(679,672)
Available Program Budget	2,338,629	11,630	2,350,259
This Agreement +(-)	(1,947,216)		(1,947,216)
FY22 Remaining Program Budget	$ 391,413	$ 11,630	$ 403,043

SUMMARY:

	Property	Closing	Relo LLE	Relo Rent/ move	TOTAL
605 Sandalwood	345,000	5,000	25,000	65,632	440,632
606 Sandalwood	265,000	5,000	25,000	31,334	326,334
608 Sandalwood	345,000	5,000	25,000	42,800	417,800
Anna St/Benning Dr Vacant	752,450	10,000			762,450
	$1,707,450	$ 25,000	$ 75,000	$ 139,766	$1,947,216

In addition, property insurance and utilities will need to be paid on the townhomes until the City all units in each building are purchased and the buildings may be demolished. The City currently owns three Sandalwood properties (601, 603, 607 Sandalwood) intended to be demolished for ROW, so this purchase will increase the total to six. Insurance on each unit is approximately $1200/year. Utilities is approximately $1800/year for each unit. $3000 x 6 units = $18,000/year is the estimated carrying cost.

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

D. **Legislative Sponsor:**

III. CONCLUSION: This represents another important step in the acquisition of the necessary properties for the Crosstown Connector. A supermajority vote is necessary to pass the motion on the Winton-owned parcel as the purchase agreement cost is greater than $500,000.00 and it is greater than the average of the two appraised values.

IV. RECOMMENDED MOTION: 605 Sandalwood: I move that the City Council approve the purchase of 605 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass)

606 Sandalwood: I move that the City Council approve the purchase of 606 Sandalwood and authorize the City Manager to execute the purchase agreement and

proceed with closing. (simple majority vote required to pass)

608 Sandalwood: I move that the City Council approve the purchase of 608 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass).

Vacant Land (Winton) - Anna Street & Benning Drive: I move that the City Council approve the purchase of the vacant land at the corner of Anna Street & Benning Drive and authorize the City Manager to execute the purchase agreement and proceed with closing. (supermajority vote required to pass)

Attachments:

1. 605 Sandalwood - Executed Offer and Purchase Agreement - 7-1-22
2. Appraisal 605 Sandalwood
3. 606 Sandalwood Drive - Signed Agreement and Addendum
4. 606 Sandalwood Dr - Lot 33A - Title Commitment
5. Appraisal 606 Sandalwood
6. 608 Sandalwood - Executed Offer and Purchase Agreement
7. Appraisal 608 Sandalwood
8. Winton - Purchase Agreement - Settlement
9. Appraisal 1 Winton
10. Appraisal 2 Winton
11. Letter to City Council Crosstown Connector
12. CMA For Destin City Council For Town Homes

B. Cross Town Connector Design - 90% Update

Motion to amend the design, place the drainage on the ground, and not create a retention pond passed 4-3 (Bagby/Destin/ Wagner/Braden – "yes"; Schmidt/King/ Hebert – "no"

Bring back the additional amount necessary for amending the design if it exceeds the City Manager's spending threshold.

C. Acquisition of Properties for the Crosstown Connector

Motion to approve the purchase of 605 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing passed 7-0.

Motion to approve the purchase of 606 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing passed 7-0.

Motion to approve the purchase of 608 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing passed 7-0.

Motion to approve the purchase of the vacant land at the corner of Anna Street and Benning Drive and authorize the City Manager to execute the purchase agreement and proceed with closing failed 4-3 for lack of supermajority vote. (Schmidt/King/Hebert/Wagner – "yes"; Bagby/Destin/Braden – "no"

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
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C. LEDON ANCHORS
STEVEN B. BAUMAN*
C. JEFFREY MCINNIS
RICHARD P. PETERMANN+
TIMOTHY W. SHAW

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
+ ALSO ADMITTED IN WYOMING & ALABAMA
** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

May 1, 2023

Via FEDEX

The City of Destin, Florida, a Florida municipal corporation
4200 Indian Bayou Trail
Destin, FL 32541
Attn: Jeff Cozadd/ Projects/Grants/ Contracts Manager

RE: 609 Sandalwood Dr., Destin, FL 32541
Seller: Zoilo A. Fermin. Our File# 23-0034CJM

Dear Mr. Cozadd ,

Enclosed please find the following documents concerning the above referenced real property closing :

1. Original Owner's Policy # 50184912-0015666e.
2. Original Recorded Warranty Deed.
3. Original Bill of Sale.

It was a pleasure assisting The City of Destin with this transaction. Should you have any questions, or if we can provide you with any assistance in the future please give us a call. Congratulations on your purchase!!!

Sincerely,
ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com
Enclosures

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6384823
Property Address: 609 SANDALWOOD DR, DESTIN, FL 32541-2454

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0034CJM
First American File Number: 7223-6384823
Policy Number: 50184912-0015666e
Amount of Insurance: $360,000.00
Date of Policy: April 26, 2023 at 2:27 p.m.

1. The Insured is:

   The City of Destin, Florida

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0034CJM
FAST File Number: 7223-6384823

The Land referred to herein below is situated in the County of OKALOOSA, State of Florida, and is described as follows:

The West 8.42 Feet of The North 100.00 Feet and The West 12.00 Feet of The South 20.00 Feet of Lot 26 and The East 7.79 Feet of The North 100.00 Feet and The East 6.00 Feet of The South 20.00 Feet of Lot 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, as recorded in Plat Book 6, Page 93 of the Public Records of Okaloosa County, Florida.

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Customer Reference Number: 23-0034CJM
First American File Number: 7223-6384823

SCHEDULE B

Policy Number: 50184912-0015666e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.

9. Oil, gas and mineral reservations contained in Deed from , recorded in Book 952, Page 44.

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Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1-6 above is/are hereby deleted.

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Agent File Number: 23-0034CJM
Issuing Office File Number: 7223-6384823

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 23-0034CJM
Policy #: 50184912-0015666e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:
a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:
a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

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necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
d. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

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The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**.

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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E-RECORDED Instr. # 3620005
Okaloosa County, FL
O.R. Book 3672 Page 1923
Date 4/26/2023 Time 2:27 PM

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ 2520.00

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0034CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 26th day of April, 2023, by **ZOILO A. FERMIN AND WIFE, SUN J. FERMIN,** whose post office address for purposes hereof is 8094 Raleigh St., Navarre, FL 32566, (hereinafter collectively called "Grantor", whether one or more), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

The West 8.42 Feet of The North 100.00 Feet and The West 12.00 Feet of The South 20.00 Feet of Lot 26 and The East 7.79 Feet of The North 100.00 Feet and The East 6.00 Feet of The South 20.00 Feet of Lot 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, as recorded in Plat Book 6, Page 93 of the Public Records of Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2167-0000-0260

The land described herein is not the homestead of the Grantor, and neither the Grantor, nor anyone for whose support the Grantor is responsible, resides on or adjacent to said land.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto.

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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 as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

Witness #2: _____
(Witness Sign above Line)
Printed Name: Marsha Hayes

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

Witness #2: _____
(Witness Sign above Line)
Printed Name: Marsha Hayes

_____
Zoilo A. Fermin

_____
Sun J. Fermin

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 26th day of April, 2023, by Zoilo A. Fermin and wife, Sun J. Fermin,

_____ who are personally known to me OR

__X__ who have produced a Driver's License as proper identification and who did not take an oath.

_____
NOTARY PUBLIC
My Commission Expires: _____

(NOTARY SEAL)

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, **Zoilo A. Fermin,** party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States, to such party paid by **THE CITY OF DESTIN, Florida, a Florida municipal corporation**, party of the second part, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, the following goods and chattels:

All built in furnishings, built in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting and flooring, on the real property more particularly described in Exhibit A, which items are being conveyed "AS IS" and in accordance with the terms and conditions of the Offer and Purchase Agreement by and between the parties hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, such party's personal representatives, heirs, successors and assigns forever.

And first party does for such party, and such party's personal representatives, heirs and assigns, covenant to and with the said party of the second part, such party's personal representatives, heirs, successors and assigns, that said party of the first part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that first party has good right to sell the same as aforesaid, and that first party will warrant and defend the sale of the said goods and chattels hereby made unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has hereunto set such party's hand(s) and seal(s) effective as of the 26th day of April, 2023.

Signed, sealed and delivered in the presence of:

Witness 1 (Signature Above Line)

Print Name: Jill Bryant

Witness 2 (Signature Above Line)

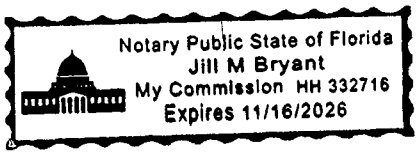
Print Name: Marsha Hayes

Zoilo A. Fermin

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 26th day of April, 2023, by Zoilo A. Fermin.

____ who is personally known to me OR
__X__ who has produced a Driver's License as proper identification and who did not take an oath.



NOTARY PUBLIC
My Commission Expires: _____

This Instrument prepared by:
C. Jeffrey McInnis, Attorney at Law
Anchors Smith Grimsley, P.L.C.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
jmcinnis@asglegal.com
File No. 23-0034cjm

EXHIBIT A

Parcel (ID# 00-2S-22-2167-0000-0260)

The West 8.42 Feet of The North 100.00 Feet and The West 12.00 Feet of The South 20.00 Feet of Lot 26 and The East 7.79 Feet of The North 100.00 Feet and The East 6.00 Feet of The South 20.00 Feet of Lot 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, as recorded in Plat Book 6, Page 93 of the Public Records of Okaloosa County, Florida.

OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ 3531.50

E-RECORDED Instr. # 3631523
Okaloosa County, FL
O.R. Book 3680 Page 3775
Date 6/23/2023 Time 9:23 AM

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0038CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 22nd day of June, 2023, by **TRACY LYNNE BANIS, A SINGLE WOMAN,** whose post office address for purposes hereof is 1154 Bay Ct., Destin, FL 32541 (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

All of Lot 25 and the East 15.58 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to plat thereof on file in Plat Book 6, Page 93, in the office of the Clerk of Circuit Court, Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2167-0000-0250

THE PROPERTY HEREIN CONVEYED IS NOT THE HOMESTEAD PROPERTY OF GRANTOR.

THE LAND DESCRIBED HEREIN IS NOT THE HOMESTEAD OF THE GRANTOR (S) AND NEITHER THE GRANTOR(S),NOR THE GRANTOR(S) SPOUSE, NOR ANYONE FOR WHOSE SUPPORT THE GRANTOR(S) IS RESPONSIBLE, RESIDES ON OR ADJACENT TO SAID LAND.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, and appurtenances belonging or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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 as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: Wendi Townsend
(Witness Sign Above Line)
Printed Name: Wendi Townsend

Witness #2: Jill Bryant
(Witness Sign above Line)
Printed Name: Jill Bryant

Tracy Lynne Banis

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online presence this 22nd day of June, 2023, by Tracy Lynne Banis, who
[ ] is personally known to me or
[X] who produced Driver's License as identification and who did not take an oath.

Jill Bryant
NOTARY PUBLIC

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6388161
Property Address: 611 SANDALWOOD DR, DESTIN, FL 32541-2454

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0038CJM
First American File Number: 7223-6388161
Policy Number: 50140212-0014765e
Amount of Insurance: $504,500.00
Date of Policy: June 23, 2023 at 09:23 a.m.

1. The Insured is:

   The City of Destin, Florida, a Florida municipal corporation

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0038CJM
FAST File Number: 7223-6388161

The Land referred to herein below is situated in the County of OKALOOSA, State of Florida, and is described as follows:

All of Lot 25 and the East 15.58 feet of the North 100.00 feet and the East 12.00 feet of the South 20.00 feet of Lot 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to plat thereof on file in Plat Book 6, Page 93, in the office of the Clerk of Circuit Court, Okaloosa County, Florida.

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Customer Reference Number: 23-0038CJM
First American File Number: 7223-6388161

SCHEDULE B

Policy Number: 50140212-0014765e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

NOTE: Exception(s) numbered 1, 3, 5 and 6 above is/are hereby deleted.

8. Oil, gas and mineral reservations contained in Deed from , recorded in Book 952, Page 44, without right of entry.

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Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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Agent File Number: 23-0038CJM
Issuing Office File Number: 7223-6388161

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:

a. a defect in the Title caused by:
   i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   ii. the failure of a person or Entity to have authorized a transfer or conveyance;
   iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
   iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
   v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
   vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
   vii. a defective judicial or administrative proceeding; or
   viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

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3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
a. the occupancy, use, or enjoyment of the Land;
b. the character, dimensions, or location of an improvement on the Land;
c. the subdivision of the Land; or
d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
a. of the exercise described in an Enforcement Notice; or
b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
   i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
   ii. voidable transfer under the Uniform Voidable Transactions Act; or
b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
   i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
   ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security

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instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy,

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whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to

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the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a

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Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

i. modify any prior endorsement,
ii. extend the Date of Policy,
iii. insure against loss or damage exceeding the Amount of Insurance, or
iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

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Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
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C. LEDON ANCHORS
STEVEN B. BAUMAN*
C. JEFFREY MCINNIS
RICHARD P. PETERMANN+
TIMOTHY W. SHAW

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
+ ALSO ADMITTED IN WYOMING & ALABAMA

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

June 6, 2023

Via FEDEX

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
Attn: Jeffrey Cozadd

RE: File# 23-0033CJM /
700 Legion Dr., Destin, FL 32541 / BEVERLYCOLE ENTERPRISES, LLC

Dear Mr. Cozadd,

Enclosed please find the following documents concerning the above referenced real property closing :

1. Original Owner's Policy # 50140212-0008364e.
2. Original Recorded Warranty Deed.
3. Original Bill of Sale.

Please keep these documents in a safe place. Please let me know if you should need anything further. Should you have any questions, or if we can provide you with any assistance in the future please give us a call. Congratulations on your Purchase!!!

Sincerely,
ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com
Enclosures



After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company
Issuing Office: PO Box 776123, Chicago, IL 60677-6124
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 7223-6384807
Property Address: 700 LEGION DR, DESTIN, FL 32541-7504

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707
Customer Reference Number: 23-0033CJM
First American File Number: 7223-6384807
Policy Number: 50140212-0008364e
Amount of Insurance: $622,500.00
Date of Policy: May 16, 2023 at 12:05 p.m.

1. The Insured is:

   The City of Destin, Florida, a Florida municipal corporation

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Signatory

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Exhibit A

Agent File Number: 23-0033CJM
FAST File Number: 7223-6384807

The Land referred to herein below is situated in the County of OKALOOSA, State of Florida, and is described as follows:

Lot 13, SKEETER SUBDIVISION, according to the plat thereof recorded in Plat Book 6, Page 10, of the Public Records of Okaloosa County, Florida.

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Customer Reference Number: 23-0033CJM
First American File Number: 7223-6384807

SCHEDULE B

Policy Number: 50140212-0008364e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

NOTE: Exception(s) numbered 1, 3, 4, 5 and 6 above is/are hereby deleted.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Easement granted to Gulf Power Company by instrument recorded in Book 148, Page 99.

9. Easement granted to Gulf Power Company by instrument recorded in Book 1121, Page 1728.

10. Grant of Easement recorded in Book 1102, Page 116.

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11. Reservation of oil, gas and minerals contained in Warranty Deed recorded in Book 1062, Page 849, without right of entry.

12. Easement(s) set forth in Warranty Deed recorded in Book 1101, Page 343.

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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Agent File Number: 23-0033CJM
Issuing Office File Number: 7223-6384807

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
- a. a defect in the Title caused by:
  - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
  - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
  - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
  - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
  - vii. a defective judicial or administrative proceeding; or
  - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 23-0033CJM
Policy #: 50140212-0008364e

Issued By:

Anchors Smith Grimsley, Professional Limited C ompany
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:
a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:
a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

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necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

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The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**.

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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OKALOOSA COUNTY, FLORIDA
Recording Fee: $ 18.50
Documentary Stamps: $ 4357.50

E-RECORDED Instr. # 3623775
Okaloosa County, FL
O.R. Book 3675 Page 269
Date 5/16/2023 Time 12:05 PM

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 23-0033CJM

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 15th day of May, 2023, by **BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company,** whose post office address for purposes hereof is 52 Chelsea Dr., Santa Rosa Beach, FL 32459, (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 13, SKEETER SUBDIVISION, according to the plat thereof recorded in Plat Book 6, Page 10, of the Public Records of Okaloosa County, Florida.

PARCEL ID NO. 00-2S-22-2335-0000-0130

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, and appurtenances belonging or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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 as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Jill Bryant

Witness #2: _____
(Witness Sign above Line)
Printed Name: Marsha Hayes

BEVERLYCOLE ENTERPRISES, LLC,
a Florida limited liability company

By: _____
Colleen E. Aki, Manager

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online presence this 15th day of May, 2023, by Colleen E. Aki, in her capacity as Manager of BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company on behalf of the Company who
[ ] is personally known to me or
[X] who produced Driver's License as identification and who did not take an oath.

_____
NOTARY PUBLIC

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, **BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company,** party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States, to such party paid by **THE CITY OF DESTIN, Florida, a Florida municipal corporation**, party of the second part, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, the following goods and chattels:

All built in furnishings, built in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting and flooring, on the real property more particularly described in Exhibit A, which items are being conveyed "AS IS" and in accordance with the terms and conditions of the Offer and Purchase Agreement by and between the parties hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, such party's personal representatives, heirs, successors and assigns forever.

And first party does for such party, and such party's personal representatives, heirs and assigns, covenant to and with the said party of the second part, such party's personal representatives, heirs, successors and assigns, that said party of the first part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that first party has good right to sell the same as aforesaid, and that first party will warrant and defend the sale of the said goods and chattels hereby made unto the said party of the second part, such party's personal representatives, heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has hereunto set such party's hand(s) and seal(s) effective as of the 15th day of May, 2023.

Signed, sealed and delivered in the presence of:

Witness 1 (Signature Above Line)

Print Name: Jill Bryant

Witness 2 (Signature Above Line)

Print Name: Marsha Hayes

BEVERLYCOLE ENTERPRISES, LLC,
a Florida limited liability company

By: _____
Colleen E. Aki, Manager

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online presence this 15th day of May, 2023, by Colleen E. Aki, in her capacity as Manager of BEVERLYCOLE ENTERPRISES, LLC, a Florida limited liability company on behalf of the Company who

[ ] is personally known to me or

[✓] who produced D.L. as identification and who did not take an oath.

Jill Bryant
NOTARY PUBLIC

Notary Public State of Florida
Jill M Bryant
My Commission HH 332716
Expires 11/16/2026

This Instrument prepared by:
C. Jeffrey McInnis, Attorney at Law
Anchors Smith Grimsley, P.L.C.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
jmcinnis@asglegal.com
File No. 23-0033cjm

EXHIBIT A

Parcel (ID# 00-2S-22-2335-0000-0130)

Lot 13, SKEETER SUBDIVISION, according to the plat thereof recorded in Plat Book 6, Page 10, of the Public Records of Okaloosa County, Florida.

Rec $
Doc $1,575.00

This instrument prepared by:
J. Jerome Miller
Miller & Ansley, P.A.
Attorneys at Law
Wildcat Plaza
415 Mountain Dr., Suite 3
Destin, Florida 32541

FOR RECORDING PURPOSES ONLY

WARRANTY DEED

THIS WARRANTY DEED, executed this 11th day of August, 2006, by ROBERT A. BONEZZI and PATRICIA L. BONEZZI, Husband and Wife, whose mailing address is 662 Harbor Boulevard, #310, Destin, Florida, 32541, hereafter called the Grantors, to THE CITY OF DESTIN, a Florida Municipal Corporation, whose mailing address is 4200 Two Trees Road, Destin, Florida 32541, hereafter called the Grantee.

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

WITNESSETH: For value received, Grantors convey to Grantee the following real property:

Lot 18, Block B, Sea Hills, Third Addition, according to the Plat thereof, recorded in Plat Book 5, Page 104 of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0180

Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, including but not limited to ad valorem taxes through December 31, 2005.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first written above.

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D. Willingham

ROBERT A. BONEZZI

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D Willingham

PATRICIA L. BONEZZI

Instr # 2354088 BK: 2728 PG:3110,Page 1 of 2
Recorded 08/15/2006 at 11:29 AM,
RECORDING: $10.50 RECORDING ARTICLE V: $8.00
DEED DOCSTAMPS: $1575.00

DEPUTY CLERK PDUNN
DON W. HOWARD,CLERK OF COURTS, OKALOOSA COUNTY, FL

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 11th day of August, 2006, by ROBERT A. BONEZZI.

(Notarial Seal)



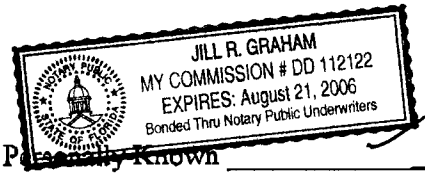
Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 11th day of August, 2006, by PATRICIA L. BONEZZI.

(Notarial Seal)



Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

(850)689-5846
(850)651-7214
P.O. Box 1359 Crestview, Fl. 32536

786579

Transaction #: **786579**
Receipt #: **1160284**
Cashier Date: **8/15/2006**
11:29:25 AM (PDUNN)

Print Date:
8/15/2006 11:30:18 AM

Customer Information	Transaction Information	Payment Summary
(4207) MILLER & ANSLEY P A 415 MOUNTAIN DRIVE SUITE 3 DESTIN, FL 32541 Attention: atty title	DateReceived: 08/15/2006 Source Code: CRESTVIEW OVER THE COUNTER Q Code: CRESTVIEW MAIL Return Code: CRESTVIEW OVER THE COUNTER Trans Type: Recording Agent Ref Num:	Total Fees $1593.50 Total Payments $1593.50

1 Payments

P CHECK 891 $1593.50

1 Recorded Items

R (WD) WARRANTY DEED *BK/PG:* ***2728/3110*** *CFN:****2354088*** *Date:****8/15/2006*** ***11:29:24 AM*** *From: To:*

Recording @ 1st=$6 Addt'l=$4.50 ea.	2	$10.50
Indexing @ 1st 4 Names Free, Addt'l=$1 ea.	3	$0.00
Deed Doc Stamps @ $0.70 per $100	225000	$1575.00
Recording Fee - Art V	2	$8.00

0 Search Items

1 Miscellaneous Items

M (MISC) Misc COVER LETTER

FILE # 2361803 RCD: 09/13/2006 @ 10:30 AM, BK: 2735 PG: 1755 RECORDING: $6.00 RECORDING ARTICLE V: $4.00 DEPUTY CLERK PDUNN DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

This instrument prepared by:
First National Bank and Trust
Connie L. Krebsbach, Loan Admin.
P. O. Drawer 1327
Fort Walton Beach, FL 32549-1327
Loan # 98590

COPY

MORTGAGE CANCELLATION

State of Florida
County of Okaloosa

The undersigned owners of a mortgage (and of the indebtedness secured thereby) made by **Robert A. Bonezzi and Patricia L. Bonezzi, Husband and Wife, Joint Tenants by the Entirety** to **First National Bank and Trust** for **$224,000.00** on the **31st** day of **March, A.D., 2005** and originally recorded in **OR BK 2606, PG 1270** and an Assignment of Rents recorded in **OR BK 2606, PG 1276** do hereby acknowledge that the said indebtedness has been paid and do hereby cancel the said mortgage.

FIRST NATIONAL BANK & TRUST

CORPORATE SEAL

By: _____
William E. Winston
Senior Vice President

State of Florida
County Of Okaloosa

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County **William E. Winston** personally known to me to be the individual described by that name and who executed the foregoing instrument, and to be the **Senior Vice President** of First National Bank & Trust, a corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it as its act and deed.

Given under my hand and official seal this 8th day of **September A.D., 2006.**

_____
NOTARY PUBLIC

CONNIE L. KREBSBACH
Notary Public - State of Florida
My Commission Expires Feb 26, 2008
Commission # DD 294306
Bonded By National Notary Assn.

Notary Public - State of Florida
My Commission Expires Feb 26, 2008
Commission # DD 294306
Bonded By National Notary Assn.

OWNERS' AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared, ROBERT A. BONEZZI and PATRICIA L. BONEZZI, Husband and Wife, who, having been first duly sworn according to law, depose and say:

1. We have personal knowledge of all matters set forth in this Affidavit.

2. ROBERT A. BONEZZI and PATRICIA L. BONEZZI (hereafter referred to as the "Owners") are the owners of the fee simple title to certain real property (hereafter referred to as the "Property") situated in Okaloosa County, Florida (subject only to those matters set forth in Schedule B of the Title Insurance Commitment which is attached hereto and incorporated by reference as Exhibit "A") more particularly described as follows:

Lot 18, Block B, Sea Hills, Third Addition, according to the Plat thereof, recorded in Plat Book 5, Page 104 of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0180

TO THE BEST OF OWNERS' KNOWLEDGE AND BELIEF:

3. Owners' title to and possession and enjoyment of the Property has been open, notorious, peaceable and undisturbed.

4. Neither the Owners' title to nor possession of the Property has ever been disputed or questioned nor are the Owners aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.

5. No person or entity, other than the Owners, claim or are presently entitled to the right to possession or are in possession of the Property and there are no tenancies, leases or other occupancies that affect the Property.

6. There are no disputes concerning the location of the boundary lines of the Property.

7. There are no existing contracts for sale of the Property other than the contract being closed or any unpaid or unsatisfied mortgages, claims of lien or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or no part of it or against any personal property located on it, except as set forth in Schedule B of the Title Insurance Commitment.

8. No assessments, fines or liens against the Property have been made by any governmental instrumentality, which are unpaid. The Owners have fully reviewed Schedule B of the Title Insurance Commitment and hereby affirmatively state that any recorded easements shown therein are the only easements existing and affecting the Property.

9. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings, equipment or other personal property placed on or installed in or on the Property or the improvements located on it.

10. There are no actions, proceedings, judgments, bankruptcies, liens, or executions recorded among the Public Records of Okaloosa County, Florida or any other county in Florida or pending against the Owners in the Courts of Okaloosa County, Florida or any other courts in the State of Florida or in the United States.

11. No improvements or repairs have been made to the Property during the ninety (90) day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers incurred in connection with the Property. No "Notice of Commencement" has been recorded affecting the Property, there are no unrecorded mechanics' liens against the Property and the Owners have not received notice form any materialman, laborer, or subcontractor, pursuant to the provisions of Florida Statue Chapter 713.06, as most recently amended.

12. Subsequent to June 8, 2006, (effective date on binder), the Owners have not and the Owners hereby agree and represent that the Owners will not execute any instruments, do any act whatsoever or omit to take any action that in any way would or may affect the title to the Property, including but not limited to mortgaging or conveying the Property to any interest in it or causing any liens to be recorded against the Property or the Owners.

13. No part of the Property has been either damaged, taken by or is under cloud or eminent domain proceedings or otherwise threatened with any title proceedings.

14. There are no violations of Federal, State, County or Municipal ordinances or of rules and regulations of any other governmental authority having or asserting jurisdiction with respect to the Property (or to the present or normal use or operation thereof).

15. There have been no violations of the covenants, conditions or restrictions, if any, as listed on Schedule B-II of the Title Insurance Commitment and no violations thereof will result in a forfeiture or reversion of title. Notwithstanding the same, should any forfeiture or reversion occur, Owners will indemnify and hold harmless the City of Destin for any loss or damages resulting therefrom.

16. The Owners have knowledge of the past and present use of the Property, and to the best of the knowledge of Owners, no toxic or hazardous or radioactive wastes, toxic or

hazardous or radioactive chemicals, petroleum substances, asbestos, or urea formaldehyde are located on, under or anywhere proximate to the premises and that the state and/or federal environmental protection agencies have not identified any toxic waste site or other hazardous substances in the proximity of the premises nor have Owners received any notices from any governmental agency or authority with respect to storage or release of a contamination from hazardous or toxic materials onto the premises or in the proximity thereof.

17. All of the warranties and representations set forth in the Deed and all of the other documents executed in connection with this closing are fully true, correct and complete as of the date hereof.

18. The warranties and representations contained in this Affidavit shall survive the closing.

19. This Affidavit is made and given by the Owners with full knowledge of applicable Florida Laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

20. Owners understand that the exact amount of real property taxes applicable to the subject property for the current year is unknown. Owners agree that they shall solely bear the cost of real property taxes applicable to the subject property. Owners further agree to indemnify, save and hold harmless the City of Destin and its Attorney as to such costs of real property taxes. to the Date of Closing.

21. This Affidavit is made and delivered for the purposes of inducing Attorneys' Title Insurance Fund, Inc. to insure title to the Property. This Affidavit is made well knowing that J. Jerome Miller and Miller & Ansley, P.A., Attorneys at Law, intend to and do in fact materially rely thereon. Accordingly, Affiants do jointly and severally agree to indemnify and hold harmless J. Jerome Miller and Miller & Ansley, P.A., Attorneys at Law, of and from any and all loss, costs, damages and expenses of every kind including attorneys fees, which said Title Company and Agent shall or may suffer or become liable for under the Owners or Loan Policy to be issued upon the Property, on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment previous referred to be insured. Affiants further state that Affiants have read this affidavit and understand its substance and further understand that the same is signed under oath.

Dated this 11th day of August, 2006.

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D Willingham

ROBERT A. BONEZZI

WITNESS
Printed Name: Jill R. Graham

WITNESS
Printed Name: Michele D Willingham

PATRICIA L. BONEZZI

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO AND SUBSCRIBED before me this 11th day of Aguust, 2006, by ROBERT A. BONEZZI, who did take an oath.

(Notarial Seal) JILL R. GRAHAM MY COMMISSION # DD 112122 EXPIRES: August 21, 2006 Bonded Thru Notary Public Underwriters

Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO AND SUBSCRIBED before me this 11th day of August, 2006, by PATRICIA L. BONEZZI, who did take an oath.

(Notarial Seal) JILL R. GRAHAM MY COMMISSION # DD 112122 EXPIRES: August 21, 2006 Bonded Thru Notary Public Underwriters

Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

BUYER CLOSING STATEMENT

BUYER: City of Destin, a Florida Municipal Corporation

SELLERS: Robert A. Bonezzi and Patricia L. Bonezzi

PROPERTY: 215 Beach Drive

DATE: August 11, 2006

	DEBIT	CREDIT
Purchase Price	$ 225,000.00	
Earnest Money Deposit		$ 5,000.00
Record General Warranty Deed	$ 18.50	
Title Insurance	$ 1200.00	
Record Release Documents	$ 20.00	
Title Review	$ 150.00	
Abstracting and Title Search	$ 95.00	
Survey	$ POC	
Phase I Environmental Audit	$ POC	
Termite Inspection	Waived by Buyer	
TOTAL:	$ 226,483.50	$ 5,000.00

TOTAL DUE BY BUYER
AT CLOSING: $ 221,483.50

ATTEST:

Dana L. S. Williams
Its: City Clerk

CITY OF DESTIN

Buyer
By: Gregory A. Kisela
Its: City Manager

Original

CONTRACT FOR SALE AND PURCHASE

PARTIES: ROBERT A. BONEZZI and PATRICIA L. BONEZZI, Husband and Wife ("Sellers"), and CITY OF DESTIN, ("Buyer") hereby agree that the Sellers shall sell and Buyer shall buy the following real property: ("Property") upon the following terms and conditions which INCLUDE the Standards for Real Estate Transactions attached ("Standards") and the Addendum to this instrument.

I. DESCRIPTION:

(a) Legal description of Property located in Okaloosa County, Florida

Lot 18, Block B, Sea Hills, Third Addition, according to the Plat thereof, recorded in Plat Book 5, Page 104, of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0180

(b) 215 Beach Drive, Destin, Florida, 32541

(c) All fixtures, machinery, appliances, equipment of every nature and kind whether now on the premises or hereafter placed or installed therein or thereon, appurtenant to the buildings erected or to be erected on the premises and intended for the use of occupants, shall be deemed a part of the realty as between Seller and Buyer, their successors and assigns.

II.	PURCHASE PRICE	$	225,000.00
	PAYMENT:		
(a)	Earnest Money Deposit(s) to be held in escrow, by J. Jerome Miller, Attorney at Law, in the amount of	$	5,000.00
(b)	Balance to close (U.S. cash, LOCALLY DRAWN certified or cashier's check), subject to adjustments and prorations	$	220,000.00

III. TIME FOR ACCEPTANCE, EFFECTIVE DATE:

If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before 5 PM CST, June 12, 2006, the deposit will, at Buyer's option, be returned to Buyer and the offer withdrawn. The date of this Contract

("Effective Date") will be the date when the last one of the Buyer and the Seller has signed this offer.

IV. TITLE EVIDENCE:

At least 20 days before closing date, Buyer shall, at Buyer's expense, obtain, in accordance with Standard A, title insurance commitment, issued by J. Jerome Miller, Attorney at Law, as title insurance agent.

V. CLOSING DATE:

This transaction shall be closed and the deed and other closing papers delivered on or before August 31, 2006, ~~unless extended by other provisions of Contract.~~

VI. RESTRICTIONS; EASEMENTS; LIMITATIONS:

Buyer shall take title subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authority; public utility easements of record; provided, that there exists at closing no violation of the foregoing and none of them prevents use of Real Property for public purpose(s).

VII. OCCUPANCY:

Sellers warrant that at the time of closing there will be no parties in occupancy other than Sellers. Sellers agree to deliver occupancy of Property at time of closing. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein or in a separate writing.

VIII. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:

Typewritten or handwritten provisions shall control all printed provisions of Contract in conflict with them.

IX. ASSIGNABILITY:

Buyer may not assign Contract.

X. APPROVAL BY BUYER'S CITY COUNCIL:

For the purposes of binding the parties to this contract, the Sellers shall be bound upon their execution of this contract and the Buyer shall be bound upon approval of the City of Destin City Council. The City of Destin in its dealings regarding this prospective purchase is utilizing Section 166.045, Florida Statutes, and for all purposes herein this contract for sale and purchase

is an option contract. This option contract will be submitted to the City Council for its approval or rejection at a public meeting after 30 days' public notice. In the event the City Council rejects the contract or the city council has not voted to approve the contract by August 7, 2006, the parties are both discharged from their responsibilities hereunder and the earnest money deposit will be returned to Buyer and the Buyer and Sellers shall be released each from further responsibility under this contract. Nothing herein shall affect the authority of the City Council to decline to approve and withdraw from this contract pursuant to the provisions of Section 1 of this Addendum above and Section 166.045, Florida Statutes.

XI. ENVIRONMENTAL REPRESENTATIONS AND INSPECTIONS:

Seller hereby represents and warrants to Buyer (the "Representations") as follows: (1) the property and all uses of the property have been, and presently are in compliance with federal, state, and local environmental laws; (2) no hazardous substances have been generated, stored, or transferred on the property except as specifically disclosed to Buyer or permitted under environmental law; (3) Seller has no knowledge of any spill or environmental law violation on any property contiguous to or in the vicinity of the property to be sold to Buyer; (4) Seller has not received or otherwise obtained knowledge of any spill or contamination on the property, any existing or threatened environmental lien against the property, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances on the property; and (5) Seller has all permits necessary for any activity and operations currently being conducted on the property and such permits are in full force and effect.

For a period of 45 days (the "Inspection Period") from the date of this Agreement, Buyer shall have the right to come upon the property at reasonable times with Buyer's agents, employees, and other consultants and personnel, to inspect and conduct testing on the property to determine whether the Representations are true and correct. Further, during the Inspection Period, Buyer shall have the right to make other investigations of regulatory authorities, past uses of the property, and such other investigations as are deemed necessary to establish whether the Representations are true and correct.

If during the Inspection Period, Buyer determines that any of the representations are not true and correct, Buyer may terminate this contract by giving Seller written notice thereof by delivering notice to Seller before expiration of the Inspection Period in accordance with the terms and provisions for delivery of notice as set forth herein. Upon proper termination of the agreement, Buyer will be entitled to a complete refund of any deposits paid hereunder, and upon refund and payment to Buyer of such deposits, the parties hereto will have no further liability hereunder.

XII. ~~LEAD BASED PAINT WARNING STATEMENT.~~

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,

reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Sellers of any interest in residential real property are required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspection in the Sellers' possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (INITIAL)

_____ **(a)** Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):

_____ Known lead-based paint or lead-based paint hazards are present in the housing.

_____ Sellers have no knowledge of lead-based paint or lead-based paint hazards in the housing.

_____ **(b)** Records and reports available to the Seller (CHECK ONE BELOW):

_____ Sellers have provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents:

_____ Sellers have no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

_____ **(c)** Buyer has received copies of all information listed above.

_____ **(d)** Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

_____ **(e)** Buyer has (CHECK ONE BELOW):

_____ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLERS:

_____ _____

ROBERT A. BONEZZI DATE

_____ _____

PATRICIA L. BONEZZI DATE

BUYER:
CITY OF DESTIN, FLORIDA

By: _____ DATE
Its: _____

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

XIII. NON APPROPRIATION:

In the event sufficient funds shall not be appropriated for the payment required to be paid at closing, and if Buyer has no funds legally available for payment at closing from other sources, the Buyer may terminate this Contract, the earnest money deposit and all accrued interest shall be paid to Sellers, and neither party shall thereafter have any responsibility under the Contract.

XIV. SOVEREIGN IMMUNITY

Nothing contained herein is intended to nor shall be construed to waive the Buyer's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

XV. VENUE

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. The venue for any action arising out of this contract shall be exclusively in Okaloosa County, Florida and nowhere else.

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE:

A "title insurance commitment" issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to Real Property, subject only to liens, encumbrances, exceptions, or qualification set forth in this Contract and those which shall be discharged by Sellers at or before closing. Sellers shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law. Buyer shall have 30 days, if abstract, or 5 days if title commitment, from date of receiving evidence of title to examine it. If title is found defective, Buyer shall, within 3 days, notify Sellers in writing specifying defect(s). If the defect(s) render title unmarketable, Sellers will have 120 days from receipt of notice within which to remove the defect(s), failing

which Buyer shall have the option of either accepting the title as it then is or demanding a refund of deposit(s) paid which shall immediately be returned to Buyer; thereupon, Buyer and Sellers shall release one another of all further obligations under the Contract. Sellers will, if title is found unmarketable, use diligent effort to correct defect(s) in title within the time provided therefor, including the bringing of necessary suits.

B. SURVEY:

Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. ~~TERMITES~~

~~Buyer~~, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may ~~have~~ Real Property inspected by a Florida Certified Pest Control Operator to determine if there is any visible active termite infestation or visible existing damage from termite infestation in the improvements. If either or both are found, Buyer will have 4 days from the date of written notice thereof within which to have all damages, whether visible or not, inspected and estimated by a licensed builder or general contractor. Sellers shall pay valid costs of treatment and repair up to 2% of purchase price. Should such costs exceed that amount, Buyer shall have the option of canceling the Contract within 5 days after receipt of Contractor's repair estimate by giving written notice to Sellers or Buyer may elect to proceed with the transaction, in which the Buyer shall receive a credit at closing of an amount equal to the total of the treatment and repair estimated not in excess of 2% of purchase price. "Termites" shall be deemed to include all wood ~~destroying organisms required to be reported under the Florida Pest~~ Control Act.

D. INGRESS AND EGRESS:

Sellers warrant and represent that there is ingress and egress to the Real Property sufficient for the intended use as described in Paragraph VII hereof, title to which is in accordance with Standard A.

E. LIENS:

Sellers shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential leiners known to Sellers and further attesting that there have been no improvements or repairs to Property for 90 days immediately preceding date of closing. If Property has been improved, or repaired within that time, Sellers shall deliver releases or waivers of mechanics' liens executed by all general contractors, subcontractors, suppliers, and materialmen in addition to Sellers' lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve

as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing of this Contract.

F. PLACE OF CLOSING:

Closing shall be held at the office of J. Jerome Miller, Attorney at Law, 415 Mountain Drive, Suite 3, Destin, Florida 32541.

G. TIME:

Time is of the essence of this Contract. Time periods herein of less than 6 days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

H. DOCUMENTS FOR CLOSING:

Buyers shall furnish deed, bill of sale, mechanic's lien affidavit, construction lien affidavit, corrective instruments and closing statements.

I. EXPENSES:

Documentary stamps on the deed shall be paid by Sellers. Title insurance, commitment, and title insurance policy shall be issued by J. Jerome Miller, Attorney at Law, as title insurance agent. Recording fees on the deed, corrective instruments, abstracting, title review, title insurance commitment and title insurance policy shall be paid by Buyer.

J. PRORATIONS; CREDITS:

Taxes and assessments shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and exemptions. A request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate may, at request of either Buyer or Sellers, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

~~K. SPECIAL ASSESSMENT LIEN~~S:

~~Sellers~~ shall pay up to the sum of $5,000.00 total for any and all certified, confirmed and ratified special assessment ~~liens as of~~ date of closing (and not as of Effective Date) that are made by governmental bodies other than the City of ~~Destin~~. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially ~~completed~~ as of Effective Date, such pending lien shall be considered certified, confirmed or ratified and Sellers ~~shall~~, at closing, ~~pay $5,000.00 or an amount equal to the last estimate of assessment for the improvement by the~~

public body (other than the City of Destin), whichever is less. In the event that the City of Destin shall levy any special assessment lien against the Property that is certified, confirmed and ratified, the purchase price shall be increased by an amount equal to all such lien amounts paid by Sellers. Pending liens by the City of Destin shall be assumed by Buyer.

L. INSPECTION, REPAIR, AND MAINTENANCE. Seller is selling Property as is.

Sellers warrant that, as of 30 days prior to closing, the ceiling, roof, (including the fascia and faucets) and exterior and interior walls do not have any VISIBLE EVIDENCE of leaks, water damage, or structural damage and that the septic tank, and all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in WORKING CONDITION. Buyer may, at Buyer's expense, have inspections made of those items by a firm or individual specializing in inspection and holding an occupational license for such purpose (if required) or by an appropriately licensed Florida contractor. Buyer shall, prior to Buyer's occupancy or not less than 10 days prior to closing, whichever comes first, report in writing to Sellers such items that do not meet the above standards as to defects. Unless Buyer reports such defects within that time, Buyer shall be deemed to have waived Sellers' warranties as to defects not reported. Should Sellers disagree that an item fails to meet the above standards as to defects, Buyer and Sellers shall agree on another inspector or contractor, as the case may be, to evaluate the item in question as to the above standards as to defects. The cost of such evaluation shall be paid by Sellers. In the event the evaluation determines to the contrary that the item does not have any visible evidence of leaks, water damage, or structural damage or that the item is in working condition, then the item shall not be repaired or replaced at Sellers' expense. If repairs or replacements are required, Sellers shall cause such repairs to be made and shall pay up to 3% of the purchase price for such repairs or replacements as may be required in order to place such items in WORKING CONDITION. If the cost for such repairs or replacements exceeds 3% of purchase price, Buyer or Sellers may elect to pay such excess, failing which either party may cancel this Contract. If Sellers are unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing. Sellers will, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing. Between Effective Date and date of closing, except for repairs required by this Standard, Sellers shall maintain Property including, but not limited to, the lawn and shrubbery, in the condition herein warranted, ordinary wear and tear excepted.

M. RISK OF LOSS

If the property is damaged by fire or other casualty before closing, and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Sellers and closing shall proceed pursuant to the terms of Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the improvements so damaged, and insurance proceeds are payable to Sellers by virtue of such loss or damage, Buyer shall buy the property as is, together with an assignment of said insurance proceeds. In the event Sellers' deductible is more than 3% or there is a shortfall between the insurance proceeds paid and restoration cost, cost of restoration remains the

obligation of the Sellers and closing shall proceed pursuant to the terms of this Contract with the gap in deductible or insurance coverage shortfall for restoration costs escrowed at closing.

N. PROCEEDS OF SALE; CLOSING PROCEDURE:

The deed shall be recorded upon clearance of funds. If abstract, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Sellers' title unmarketable from the date of the last evidence, and the sale proceeds shall be paid to Sellers.

O. ESCROW:

Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance disburse them in accordance with terms and conditions of Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Sellers where agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be charged and assessed as court costs in favor of the prevailing party. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Sellers of items subject to this escrow, unless such misdelivery is due to willful breach of Contract or gross negligence of Agent.

P. ATTORNEYS FEES; COSTS:

In any litigation arising out of this Contract, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

Q. FAILURE OF PERFORMANCE

If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), and deposits agreed to be paid may be retained by or for the account of Sellers as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Sellers shall be relieved of all obligations under Contract; or Sellers, at Sellers' option, may proceed in equity to enforce Sellers' rights under this Contract. If, for any reason other than failure of Sellers to make Sellers' title marketable after diligent effort, Sellers fail, neglect or refuse to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Sellers' breach.

R. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE:

Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the contract permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

S. CONVEYANCE:

Sellers shall convey title to Real Property by statutory warranty deed, subject only to matters contained in Paragraph VI and those otherwise accepted by Buyer. Personalty shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such maters as may be otherwise provided for herein.

T. OTHER AGREEMENTS:

No prior or present agreements or representations shall be binding upon Buyer or Sellers unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

U. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

V. WARRANTIES:

Sellers warrant that there are no facts known to Sellers materially affecting the value of the Real Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

DATE: June 6, 2006

BUYER:
CITY OF DESTIN, FLORIDA

By: _____
Its: City Manager

WITNESS: _____
PRINTED NAME: Jill R. Graham

WITNESS: _____
PRINTED NAME: Michele D Willingham

DATE: June 6, 2006

SELLERS:

_____
ROBERT A. BONEZZI

_____
PATRICIA L. BONEZZI

WITNESS: _____
PRINTED NAME: Jill R. Graham

WITNESS: _____
PRINTED NAME: Michele D Willingham

MILLER & ANSLEY, P.A.
ATTORNEYS AT LAW
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, Florida 32541-2349
Telephone: (850) 837-3860 • *Facsimile:* (850) 837-6158
E-Mail: miller@destinlawfirm.com

J. Jerome Miller
Andrea D. Ansley

October 10, 2006

VIA HAND DELIVERY

City of Destin
Attention: City Clerk
4200 Two Trees Road
Destin, FL 32541

Re: Sale and Purchase of 215 Beach Drive

Dear Clerk:

Enclosed please find the following items regarding the above-referenced transaction:

1. Original Executed Buyer Closing Statement;
2. Copy of Warranty Deed from Robert A. Bonezzi and Patricia L. Bonezzi to the City of Destin, which has been recorded in Official Records Book 2728, Page 3110 on August 15, 2006, of the Public Records of Okaloosa County, Florida. *The original recorded deed was forwarded to you on August 29, 2006;*
3. Copy of Mortgage Cancellation which has been recorded in Official Records Book 2735, Page 1755 on September 13, 2006 of the Public Records of Okaloosa County, Florida;
4. Copy of executed Owner's Affidavit from Mr. and Mrs. Bonezzi; and
5. Original title insurance policy issued by Attorneys' Title Insurance Fund, Inc.

The original Title Commitment was forwarded to you on August 7, 2006.

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

Sincerely,

J. JEROME MILLER
Attorney at Law
JJM/scw
Enclosures: as stated above
CC: Greg Kisela (without attachments)

MILLER & ANSLEY, P.A.
ATTORNEYS AT LAW
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, Florida 32541-2349
Telephone: (850) 837-3860 • *Facsimile:* (850) 837-6158
E-Mail: miller@destinlawfirm.com

J. Jerome Miller
Andrea D. Ansley
Stephanie M. Ockunzzi

August 7, 2006

VIA HAND DELIVERY

City of Destin
Attn: Dana Williams
4200 Two Trees Road
Destin, FL 32541

Re: 215 Beach Drive Acquisition

Dear Dana:

Enclosed please find the Original Attorneys' Title Insurance Fund, Inc. Commitment #C-2928201 for the above-referenced real estate matter.

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

Sincerely,

J. JEROME MILLER
Attorney at Law

JJM/scw
Enclosure: as stated

COMMITMENT

to

INSURE TITLE

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call (407) 240-3863.

Offices at 6545 Corporate Centre Boulevard
Orlando, Florida 32822
(407) 240-3863 • (800) 336-3863

COMMITMENT

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

Commitment To Insure Title

ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called THE FUND, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A; subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by THE FUND, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of THE FUND.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By Charles J. Kovaleski

Charles J. Kovaleski
President

SERIAL
C- 2928201

FUND COMMITMENT

Schedule A

Commitment No.: C-2928201 ***Fund File Number*** : 43-2006-779
Effective Date: June 8, 2006 ***at*** 8:00 AM ***Agent's File Reference:*** 06.0112

1. Policy or Policies to be issued: ***Proposed Amount of Insurance***

OWNER'S: ALTA Owner's Policy (10/17/92). (If other, specify.) $225,000.00

Proposed Insured:

City of Destin, Florida

MORTGAGEE:

2. The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:

Robert A. Bonezzi and Patricia L. Bonezzi

3. The land referred to in this commitment is described as follows:

Lot 18, Block B, Sea Hills, Third Addition, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

AGENT NO.: 752100
ISSUED BY: J. Jerome Miller

MAILING ADDRESS:

415 Mountain Drive
Suite 3

Destin, FL 32541

AGENT'S SIGNATURE J. Jerome Miller

J. Jerome Miller

Rev.1.2

FUND COMMITMENT

Schedule B

Commitment No.: C-2928201 *Fund File Number* 43-2006-779
Agent's File Reference: 06.0112

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.

2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:

A. Warranty Deed from Robert A. Bonezzi and Patricia L. Bonezzi, husband and wife to the proposed insured purchaser(s).

3. A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.

4. Affidavit to be executed by Robert A. Bonezzi and Patricia L. Bonezzi, husband and wife stating: 1) There are no matters pending against the affiant that could give rise to a lien that would attach to the property between June 8, 2006 and the recording of the interest to be insured. 2) That the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.

5. Closing funds are to be disbursed by or at the direction of the agent of The Fund identified at bottom of Schedule A.

6. A search commencing with the effective date of this commitment will be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.

7. Agent is to record the insured instruments as soon as possible after closing.

8. Satisfaction of the mortgage from Robert A. Bonezzi and Patricia L. Bonezzi, husband and wife to First National Bank & Trust dated March 31, 2005, and recorded in O.R. Book 2606, Page 1270, Public Records of Okaloosa County, Florida.

9. Release or reassignment of the assignment of Rents, Leases, Profits, and Contracts recorded April 4, 2005, in O.R. Book 2606, Page 1276, Public Records of Okaloosa County, Florida.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:

FUND COMMITMENT

Commitment No.: C-2928201 *Fund File Number* 43-2006-779

Agent's File Reference: 06.0112

1. ***Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.***

2. ***Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).***

3. ***Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands and lands accreted to such lands.***

4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SEA HILLS THIRD ADDITION, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

5. Covenants, conditions and restrictions recorded March 14, 1978, in O.R. Book 960, Page 669, Public Records of Okaloosa County, Florida.

6. Oil, gas, mineral, or other reservations as set forth in deed by Mattie Kelly Simms et al., recorded in O.R. Book 952, Page 44, Public Records of Okaloosa County, Florida. No determination has been made as to the current record owner for the interest excepted herein.

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski
President

SERIAL

OPM - 2815634

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) **The Fund's Right of Subrogation.**

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) **The Fund's Rights Against Non-insured Obligors.**

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNER'S
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

FUND OWNER'S POLICY

Schedule A

Policy No.: OPM-2815634
Effective Date: August 15, 2006 *at* 11:29 AM

Fund File Number 43-2006-779
Agent's File Reference: 06.0112

Amount of Insurance: $225,000.00

1. *Name of Insured:*

   The City of Destin, a Florida Municipal Corporation

2. *The estate or interest in the land described herein and which is covered by this policy is a fee simple and is at the effective date hereof vested in the named insured as shown by instrument recorded in O.R. Book* 2728, *Page* 3110, *of the Public Records of* Okaloosa *County, Florida.*

3. *The land referred to in this policy is described as follows:*

   Lot 18, Block B, Sea Hills, Third Addition, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

AGENT NO.: 752100
ISSUED BY: J. Jerome Miller

MAILING ADDRESS:

415 Mountain Drive
Suite 3
Destin, FL 32541

AGENT'S SIGNATURE J. Jerome Miller

Rev.1.0

FUND OWNER'S POLICY

Schedule B

Policy No.: OPM-2815634 *Fund File Number* 43-2006-779

Agent's File Reference: 06.0112

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

4. Easements or claims of easements not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

Items 2 and 5-6 are hereby deleted.

7. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SEA HILLS THIRD ADDITION, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 104, Public Records of Okaloosa County, Florida.

8. Covenants, conditions and restrictions recorded March 14, 1978, in O.R. Book 960, Page 669, Public Records of Okaloosa County, Florida.

9. Oil, gas, mineral, or other reservations as set forth in deed by Mattie Kelly Simms et al., recorded in O.R. Book 952, Page 44, Public Records of Okaloosa County, Florida. No determination has been made as to the current record owner for the interest excepted herein.



Attorneys' Title Insurance Fund, Inc.
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Attorneys' Title Insurance Fund, Inc.

1. *INFORMATION WE COLLECT:*

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we may receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

2. *INFORMATION WE DISCLOSE TO THIRD PARTIES AS PERMITTED BY LAW:*

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

3. *OUR PRACTICES REGARDING INFORMATION CONFIDENTIALITY AND SECURITY:*

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: JWG-2005-AP-539
7. LOAN NUMBER: 98590
8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (JWG-2005-AP-539.PFD/JWG-2005-AP-539/8)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
ROBERT A. BONEZZI PATRICIA L. BONEZZI 662 Harbor Blvd Unit 310 Destin, FL 32541	MICHAEL D. GROSE 1699 W HIGHWAY 98 APT 304 MARY ESTHER, FL 32569	FIRST NATIONAL BANK & TRUST 29 EGLIN PARKWAY FORT WALTON BEACH, FL 32548

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
215 BEACH DRIVE DESTIN, FL 32541 OKALOOSA County, Florida LOT 18, BLOCK B, SEA HILLS, THIRD ADDITION, PLAT BOOK 5 PAGE 104, OKALOOSA CO., FL	JAMES W. GRIMSLEY PLACE OF SETTLEMENT 25 WALTER MARTIN ROAD , NE FORT WALTON BEACH, FL 32548	March 31, 2005

J. SUMMARY OF BUYER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BUYER:		
101. Contract Sales Price		219,000.00
102. Personal Property		
103. Settlement Charges to Buyer (Line 1400)		6,242.50
104.		
105.		
Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes	to	
107. County Taxes	to	
108. Assessments	to	
109.		
110.		
111.		
112.		
120. GROSS AMOUNT DUE FROM BUYER		225,242.50
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		
201. Deposit/earnest money $4,142.32 RETURNED		857.68
202. Principal Amount of New Loan(s)		224,000.00
203. Existing loan(s) taken subject to		
204.		
205.		
206.		
207.		
208.		
209.		
Adjustments For Items Unpaid By Seller		
210. City/Town Taxes	to	
211. County Taxes 01/01/05	to 03/31/05	384.82
212. Assessments	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		
220. TOTAL PAID BY/FOR BUYER		225,242.50
300. CASH AT SETTLEMENT FROM/TO BUYER:		
301. Gross Amount Due From Buyer (Line 120)		225,242.50
302. Less Amount Paid By/For Buyer (Line 220)		(225,242.50)
303. CASH (FROM) (TO) BUYER		0.00

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:		
401. Contract Sales Price		219,000.00
402. Personal Property		
403.		
404.		
405.		
Adjustments For Items Paid By Seller in advance		
406. City/Town Taxes	to	
407. County Taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		
420. GROSS AMOUNT DUE TO SELLER		219,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Excess Deposit (See Instructions)		
502. Settlement Charges to Seller (Line 1400)		10,970.00
503. Existing loan(s) taken subject to		
504. Payoff of first Mortgage to Primwest Mortgage Corp		13,001.84
505. Payoff of second Mortgage to Destin Bank		22,191.77
506.		
507. (Deposit disb. as proceeds)		
508.		
509.		
Adjustments For Items Unpaid By Seller		
510. City/Town Taxes	to	
511. County Taxes 01/01/05	to 03/31/05	384.82
512. Assessments	to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		
520. TOTAL REDUCTION AMOUNT DUE SELLER		46,548.43
600. CASH AT SETTLEMENT TO/FROM SELLER:		
601. Gross Amount Due To Seller (Line 420)		219,000.00
602. Less Reductions Due Seller (Line 520)		(46,548.43
603. CASH (X TO) (FROM) SELLER		172,451.57

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer

ROBERT A. BONEZZI

PATRICIA L. BONEZZI

Seller

MICHAEL D. GROSE

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

JAMES W. GRIMSLEY
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$ 219,000.00 @ 5.0000 % 10,950.00		
Division of Commission (line 700) as Follows:			
701. $ 10,950.00	to Real Estate Professionals of Destin, Inc.		
702. $	to		
703. Commission Paid at Settlement			10,950.00
704.	to		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee 0.5000 %	to FIRST NATIONAL BANK & TRUST	1,120.00	
802. Loan Discount %	to		
803. Appraisal Fee	to FIRST NATIONAL BANK & TRUST	400.00	
804. Credit Report	to		
805. Flood Certification Fee	to FIRST NATIONAL BANK & TRUST	16.00	
806. Mortgage Ins. App. Fee	to		
807. Assumption Fee	to		
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to	@ $ /day (days %)		
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for 1.0	years to		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	months @ $ per month		
1002. Mortgage Insurance	months @ $ per month		
1003. City/Town Taxes	months @ $ per month		
1004. County Taxes	months @ $ per month		
1005. Assessments	months @ $ per month		
1006.	months @ $ per month		
1007.	months @ $ per month		
1008.	months @ $ per month		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee	to JAMES W. GRIMSLEY		
1102. Abstract or Title Search	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	85.00	
1103. Title Examination	to JAMES W. GRIMSLEY		
1104. Title Insurance Binder	to		
1105. Document Preparation	to		
1106. Notary Fees	to		
1107. Attorney's Fees	to		
(includes above item numbers:	)		
1108. Title Insurance	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	1,220.00	
(includes above item numbers:	)		
1109. Lender's Coverage	$ 224,000.00 prom $1,195.00		
1110. Owner's Coverage	$ 219,000.00 sim $25.00		
1111. ALTA Form 6	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	25.00	
1112. ALTA Form 8.1	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	25.00	
1113. Florida Form 9	to TICOR TITLE INSURANCE COMPANY OF FLORIDA	122.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $ 18.50; Mortgage $ 52.50;	Releases $ 20.00	71.00	20.00
1202. City/County Tax/Stamps: Deed	; Mortgage		
1203. State Tax/Stamps: Revenue Stamps	1,533.00; Revenue Stamps 784.00	2,317.00	
1204. Intangible Tax on Mortgage	to County Clerk of the Court	448.00	
1205. Record Assignment of Rents	to County Clerk of the Court	18.50	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to W.W. Curle Land Surveying, Inc.	375.00	
1302. Pest Inspection	to		
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		6,242.50	10,970.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

JAMES W. GRIMSLEY
Settlement Agent

Certified to be a true copy.
A FACSIMILE SIGNED COPY HAS THE SAME LEGAL EFFICACY AND IMPORT AS THE ORIGINAL.

Prepared by:
Jennifer Helmich
Okaloosa Walton Title, Inc.
770 Industrial Drive
Crestview, Florida 32539

File Number: 06-0008

Instr # 2354617 BK: 2729 PG:300,Page 1 of 1
Recorded 08/16/2006 at 02:32 PM,
RECORDING: $6.00 RECORDING ARTICLE V: $4.00
DEED DOCSTAMPS: $0.70

DEPUTY CLERK PDUNN
DON W. HOWARD,CLERK OF COURTS, OKALOOSA COUNTY, FL

Corrective Warranty Deed

Made this August 11, 2006 A.D. By **Robert A. Glaze and Sharon M. Glaze, husband and wife,** whose address is: 2953 Pine Valley Drive, Destin, FL 32550 , hereinafter called the grantor, to **Rather Be Diving, L.L.C., a Florida Limited Liability Company,** whose address is: 4502 Bellbuoy Landing, Destin, Florida 32541 hereinafter called the "grantee":

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 17, Block B, Sea Hills Third Addition, according to the plat thereof as recorded in Plat Book 5, Page(s) 104, of the Public Records Of Okaloosa County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: **00-2S-22-30830-00B-0170**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2005.

This Corrective Warranty Deed is given for the express purpose or correcting due to the legal description being inadvertently left off of the Quit Claim Deed recorded in O.R. Book 2534, Page 4197 in the Public Records of Okaloosa County.

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

Signed, sealed and delivered in our presence:

Witness Printed Name Keerin M. Helmich

Witness Printed Name Jennifer AM Helmich

Robert A. Glaze

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this August 11, 2006, by Robert A. Glaze, a married man, who is/are personally known to me or who has produced FLD as identification.

JENNIFER A.M. HELMICH
Comm# DD0430615
Expires 12/14/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Notary Public
Print Name:

My Commission Expires:

Witness Printed Name Judy Price

Witness Printed Name Deborah Atwell

Sharon M. Glaze

State of Florida
County of Walton

The foregoing instrument was acknowledged before me this August 11, 2006, by Sharon M. Glaze, a married woman, who is/are personally known to me or who has produced personally known as identification.

DEBORAH ATWELL MCCOART
MY COMMISSION # DD 481760
EXPIRES: November 15, 2009
Bonded Thru Notary Public Underwriters

Notary Public
Print Name:

My Commission Expires:

DEED Individual Warranty Deed - Legal on Face
Closers' Choice

OWT

Prepared by and Return to:
Jennifer Helmich
Okaloosa Walton Title, Inc.
770 Industrial Drive
Crestview, Florida 32539

File Number: 06-0008

Instr # 2354618 BK: 2729 PG:301,Page 1 of 1
Recorded 08/16/2006 at 02:32 PM,
RECORDING: $6.00 RECORDING ARTICLE V: $4.00
DEED DOCSTAMPS: $1585.50

DEPUTY CLERK PDUNN
DON W. HOWARD,CLERK OF COURTS, OKALOOSA COUNTY, FL

General Warranty Deed

Made this August 11, 2006 A.D. By **Rather Be Diving, L.L.C., a Florida Limited Liability Company**, whose address is: 4502 Bellbuoy Landing, Destin, Florida 32541, hereinafter called the grantor, to **The City of Destin, a municipality in Okaloosa County, Florida**, whose address is: P.O. Box 399, Destin, Florida 32540, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 00-2S-22-30830-00B-0170

This conveyance is made subject to Oil, Gas, Mineral, or other reservations as set forth in Deed recorded in O.R. Book 952, Page 44, Public Records of Okaloosa County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

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

Signed, sealed and delivered in our presence:

Witness Printed Name Kevin M. Helmich

Witness Printed Name Jennifer AM Helmich

Witness Printed Name Kevin M. Helmich

Witness Printed Name Jennifer AM Helmich

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze, Jr.
Its: Managing Member

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this August 11, 2006, by Bradley S. Smith and Robert A. Glaze, Jr., as Managing Members of Rather Be Diving, L.L.C., a Florida Limited Liability Company, who are personally known to me or who have produced PL ID as identification.

JENNIFER A.M. HELMICH
Comm# DD0436815
Expires 12/14/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Notary Public
Print Name:

My Commission Expires:

A. **U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**
SETTLEMENT STATEMENT

Okaloosa Walton Title, Inc.
770 Industrial Drive
Crestview, Florida 32539
850-682-7900 fax: 850-682-7665

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.

6. File Number: 06-0008 7. Loan Number:
8. Mortgage Ins. Case No.:

COPY

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (p.o.c.) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Borrower:	The City of Destin, a municipality in Okaloosa County, Florida P.O. Box 399 Destin, Florida 32540
E. Seller:	Rather Be Diving, L.L.C., a Florida Limited Liability Company 4502 Bellbuoy Landing Destin, Florida 32541
F. Lender:	
G. Property:	217 Beach Drive Destin, Okaloosa County, Florida 32541 Lot 17, Block B Sea Hills 3rd Addition
H. Settlement Agent:	Okaloosa Walton Title, Inc.
Place of Settlement:	770 Industrial Drive, Crestview, Florida 32539 Okaloosa County
I. Settlement Date:	August 11, 2006

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		**400. Gross Amount Due To Seller:**	
101. Contract Sales Price	226,500.00	401. Contract Sales Price	226,500.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (line 1400)	1,222.50	403.	
Adjustments for Items Paid by Seller in Advance:		**Adjustments for Items Paid by Seller in Advance:**	
106. City / Town Taxes		406. City / Town Taxes	
107. County / Parish Taxes		407. County / Parish Taxes	
108. Assessments		408. Assessments	
120. Gross Amount Due from Borrower:	**227,722.50**	**420. Gross Amount Due to Seller:**	**226,500.00**
200. Amounts Paid by or in Behalf of Borrower:		**500. Reductions in Amount Due to Seller:**	
201. Deposit / Earnest Money	5,000.00	501. Excess Deposit (see instructions)	
202. Principal Amount of New Loan		502. Settlement Charges to Seller (Line 1400)	6,141.20
203. Existing Loan(s)		503. Existing Loan(s)	
204.		504. Payoff of First Mortgage Loan No. 0043373141 good through Aug. 15, 2006 to Wells Fargo Home Mortgage	105,171.57
205.		505. Payoff of Second Mortgage to	
206.		506. Purchase Money Mortgage to	
Adjustments for Items Unpaid by Seller:		**Adjustments for Items Unpaid by Seller:**	
210. City / Town Taxes		510. City / Town Taxes	
211. County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77	511. County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77
212. Assessments		512. Assessments	
220. Total Paid by / for Borrower:	**6,558.77**	**520. Total Reductions in Amount Due Seller:**	**112,871.54**
300. Cash at Settlement from / to Borrower:		**600. Cash at Settlement to / from Seller:**	
301. Gross Amount due from Borrower (line 120)	227,722.50	601. Gross Amount due to Seller (line 420)	226,500.00
302. Less Amount Paid by/for Borrower (line 220)	6,558.77	602. Less Reductions Amount due Seller (line 520)	112,871.54
303. Cash From Borrower:	**$221,163.73**	**603. Cash To Seller:**	**$113,628.46**

L. Settlement Charges	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission: Based on Price $226,500.00 @ 2.00% = $4,530.00 Division of Commission as follows		
701. 4,530.00 to ResortQuest		
702.		
703. Commission Paid at Settlement		4,530.00
800. Items Payable in Connection with Loan:		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required by Lender to be Paid in Advance:		
901. Interest from Aug 11, 2006 @ 0.0000 / day		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904. Flood Insurance Premium		
1000. Reserves Deposited with Lender:		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1100. Title Charges:		
1101. Settlement or Closing Fee to Okaloosa Walton Title, Inc.	200.00	
1102. Abstract or Title Search to First American Title Insurance Company	60.00	
1103. Title Examination to First American Title Insurance Company	25.00	
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary Fees		
1107. Attorney Fees (includes above item numbers:		
1108. Title Insurance to Okaloosa Walton Title, Inc. (includes above item numbers:	892.50	
1109. Lender's Coverage 0.00 Risk Premium 0.00		
1110. Owner's Coverage 226,500.00 Risk Premium 892.50		
1111. Administrative-Courier Fee to Okaloosa Walton Title, Inc.	25.00	
1112.		
1200. Government Recording and Transfer Charges:		
1201. Recording Fees: Deed 10.00 Mortgage 0.00 Releases 10.00	10.00	10.00
1202. City/County tax/stamps: Deed 0.00 Mortgage 0.00		
1203. State tax/stamps: Deed 1,585.50 Mortgage 0.00		1,585.50
1204. Intangible Tax to Clerk of the Circuit Court		
1205. Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	10.00	0.70
1300. Additional Settlement Charges:		
1301. Survey and Environmenal Inspection (poc 2,450.00)		
1302. Appraisal (poc 500.00)		
1303. Wire Transfer Fee (Payoff) to Okaloosa Walton Title, Inc.		15.00
1304. Estimated Prorated 2006 Property Taxes to Okaloosa County Tax Collector (poc 1,558.77)		
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	**$1,222.50**	**$6,141.20**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrower: The City of Destin, a municipality in Okaloosa County, Florida
Gregory A. Kisela, City Manager

Seller: Rather Be Diving, L.L.C.
Bradley S. Smith, Managing Member
Robert A. Glaze, Jr., Managing Member

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Jennifer Helmich

Date: August 11, 2006
File No.: 06-0008
FATCO

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

FILE # 2125107 RCD: 05/26/2004 @ 03:56 PM, BK: 2534 PG: 4195 RECORDING: $10.50 DEED DOCSTAMPS $945.00 DEPUTY CLERK PDUNN NEWMAN C. BRACKIN, OKALOOSA COUNTY FL

10.50 rec.
945.00 doc.

Prepared by
Carol Bragdon, an employee of
First American Title Insurance Company d/b/a Advance Title
4477 Legendary Drive, Suite 101
Destin, Florida 32541
(850) 837-7784

Return to: Grantee

File No.: 2032-504307

WARRANTY DEED

This indenture made on **May 14, 2004** A.D., by

Bruce M. Fults and Sherrie L. Fults, husband and wife

whose address is: **4315 Carriage Hills Lane, Destin, FL 32541**
hereinafter called the "grantor", to

Robert A. Glaze and Sharon M. Glaze, husband and wife

whose address is: **2953 Pine Valley Drive, Destin, FL 32550**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Okaloosa** County, **Florida**, to-wit:

Lot 17, Block B of SEA HILLS 3RD ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page(s) 104, of the Public Records of Okaloosa County, Florida.

Parcel Identification Number: **00-2S-22-3083-000B-0170**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

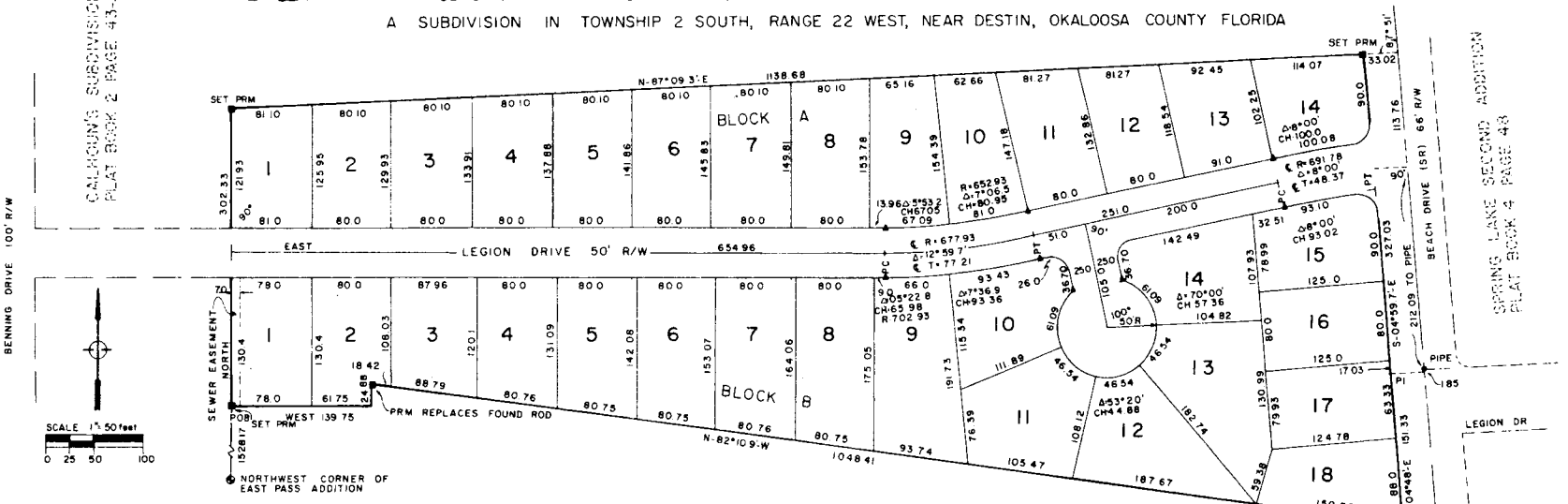
To Have and to Hold, the same in fee simple forever.

504307 FATCOBAB

5-104

SEA HILLS THIRD ADDITION

A SUBDIVISION IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, NEAR DESTIN, OKALOOSA COUNTY FLORIDA



DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF EAST PASS ADDITION, PLAT BOOK 1, PAGE 18, OKALOOSA COUNTY, FLORIDA, PROCEED NORTH 1528.17 FEET ALONG EAST LINE OF CALHOUN'S S/D, TO THE POB, THENCE CONTINUE NORTH 302.33 FEET, THENCE N-87°09 3'-E 1138.68 FEET, THENCE S-04°59 7'-E 327.03 FEET, THENCE S-04°48'-E 151.33 FEET, THENCE N-82°10 9-W 1048.41 FEET, THENCE SOUTH 24.88 FEET, THENCE WEST 139.75 FEET TO THE POB.

TITLE OPINION

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY-AT-LAW, LICENSED IN FLORIDA, THAT TITLE TO LAND DESCRIBED HEREON IS IN THE NAMES OF DEDICATORS AND THERE ARE NO UNSATISFIED MORTGAGES OF THE LAND EXCEPT AS SHOWN IN THE DEDICATION

ATTORNEY-AT-LAW

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT ANDERSON, ANDERSON, AND FLESHMAN, A CO-PARTNERSHIP, AND KELLY TRUST, MORTAGEE, OWNERS OF "SEA HILLS THIRD ADDITION", HEREBY DEDICATE TO THE PUBLIC, IN FEE SIMPLE, ALL STREETS, ROADS, AND THOROUGHFARES SHOWN HEREON

WITNESS THE NAMES AND SEALS OF SAID DEDICATORS

SIGNED ANDERSON, ANDERSON, AND FLESHMAN, A CO-PARTNERSHIP

BY _____ A G ANDERSON SR _____ A G ANDERSON JR _____ WADE H FLESHMAN III

SIGNED KELLY TRUST

BY _____ MATTIE KELLY SIMS TRUSTEE

BY _____ M W LUCAS AS TRUSTEE

BY _____ A L NABORS AS TRUSTEE

APPROVAL OF COUNTY COMMISSIONERS

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA AND APPROVED BY THEM ON THE ____ DAY OF _____, 1978

MEMBER MEMBER MEMBER MEMBER

CHAIRMAN

PLANNING COMMISSION'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PLANNING COMMISSION OF OKALOOSA COUNTY, FLORIDA AND APPROVED BY THEM ON THE 21 DAY OF FEB, 1978

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT PERMANENT REFERENCE MONUMENTS, PRM, HAVE BEEN PLACED AS SHOWN, AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES

REG SURVEYOR NO 2032
STATE OF FLORIDA

Prepared By:
W E Overstreet
Consulting Engineer
Fort Walton Beach, Florida

COUNTY CLERK'S CERTIFICATE

I, NEWMAN C BRACKIN, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT, CHAPTER 177 OF THE FLORIDA STATUTES, AND THE SAME WAS FILED FOR RECORD ON THE 19TH DAY OF MARCH, 1978, AND FILED IN PLAT BOOK 5, PAGE 104 OF SAID COUNTY

CLERK OF THE CIRCUIT COURT

NOTES

THE SIGN (°) MEANS DEGREES, THE SIGN (') MEANS FEET OR MINUTES, THE SIGN (") MEANS SECONDS
■ INDICATES SET PRM
● INDICATES FND PIPE
▲ INDICATES PCP
ALL STREET INTERSECTION HAVE A 25' RADIUS

ACKNOWLEDGEMENT

STATE OF FLORIDA, COUNTY OF OKALOOSA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED A G ANDERSON, SR, A G ANDERSON, JR, AND WADE H FLESHMAN III A CO-PARTNERSHIP, AND MATTIE KELLY SIMS, M W LUCAS, AND A L NABORS, TRUSTEES FOR KELLY TRUST, KNOWN TO ME TO BE THE INDIVIDUALS DESCIBED IN AND WHO EXECUTED THE DEDICATION AND ACKNOWLEDGED THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires February 6 1980

COUNTY ENGINEER'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COUNTY ENGINEER OF OKALOOSA COUNTY, FLORIDA AND APPROVED BY HIM ON THE 14 DAY OF March, 1978

COUNTY ENGINEER

SEA HILLS THIRD ADDITION
PLAT BOOK 5
PAGE 104

Drawn By Jerry Carroll

Sea Hills 3rd Add
5-104

BOOK 960 PAGE 669

OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF OKALOOSA

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That Anderson, Anderson, and Fleshman, a Co-partnership, owner, and Kelly Trust, Mortgagee, of the following described real property in the State of Florida, County of Okaloosa, to wit:

SEA HILLS THIRD ADDITION, a subdivision as recorded in Plat Book 5 , page 104, Okaloosa County, Florida,

desiring to restrict the use of said real property for the benefit thereof and to promote its development, hereby encumber all of the above described property with restrictive covenants as herein set forth and declare that such restrictive covenants shall apply to and bind us, our successors and assigns for the term set forth hereinafter and that said covenants shall run with the land, to wit:

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other that one detached single family dwelling not to exceed two stories in height and a private garage.

2. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the front line of the building erected thereon, nor over six (6) feet in height and no spite fence shall be constructed.

3. No dwelling shall be permitted on any lot at a cost of less than $15.00 per square foot based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of the covenents to assure that the dwelling shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The livable floor area of the main structure exclusive of open porches and garages shall not be less than 1,100 square feet for a dwelling.

4. No building shall be located on a lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line, or nearer than 7 1/2 feet to an interior lot line, or nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches without roof supports shall be permitted to extend five (5) feet beyond the building line. Two lots or a lot and a part of another lot may be combined to produce a building parcel and the setback requirements shall then apply to the exterior lines of such parcel but not to former lot lines inside such parcel.

5. Sidewalks shall be constructed in the right of way abutting each lot in accordance with County requirements. Sidewalk shall be four feet wide and four inches thick concrete. Sidewalk shall abut the R/W line or shall continue the existing sidewalk line if different. Sidewalk shall be constructed by purchaser of lot before occupancy of residence constructed on lot or within two years of purchase of lot, whichever is sooner.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trucks larger than a pickup truck shall be parked on the premises.

7. No structure of a temporary character, trailer, tent, shack, garage, barn or any other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No shell homes shall be permitted.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2003.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Bruce M. Fults

Sherrie L. Fults

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Carol Bragdon

Witness Signature

Print Name: BRETT J. BUTLER

State of **Florida**

County of **Okaloosa**

The Foregoing Instrument Was Acknowledged before me on **May 14, 2004**, by **Bruce M. Fults and Sherrie L. Fults, husband and wife** who is/are personally known to me or who has/have produced a valid driver's license as identification.

NOTARY PUBLIC

BRETT J. BUTLER
MY COMMISSION # CC 912936
EXPIRES: June 23, 2004
Bonded Thru Notary Public Underwriters

Notary Print Name

My Commission Expires: _____

FILE # 2125103 RCD: 05/26/2004 @ 03:56 PM, BK: 2534 PG: 4197 RECORDING: $10.50 DEED DOCSTAMPS $756.00 DEPUTY CLERK PDUNN NEWMAN C. BRACKIN, OKALOOSA COUNTY FL

10.50 rec.
756.50 doc.

Prepared by
Carol Bragdon, an employee of
First American Title Insurance Company d/b/a Advance Title
4477 Legendary Drive, Suite 101
Destin, Florida 32541
(850) 837-7784

Return to: Grantee

File No.: 2032-504307

QUIT CLAIM DEED

Made on **May 14, 2004**, by and between

Robert A. Glaze and Sharon M. Glaze Husband and wife

whose address is: **2953 Pine Valley Drive, Destin, FL 32550**
hereinafter called the "grantor", to

RATHER BE DIVING, L.L.C.

whose address is: **1441 Baytowne Circle, Destin, FL 32550**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation of individual, and sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration, receipt whereof is hereby acknowledged, does hereby remise, release, and quite claim unto the grantee forever, all the right title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Walton County Destin, Florida 32541, viz:

See Exhibit "A" attached hereto

Parcel Identification Number: **00-2S-22-3083-000B-0170**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinanaces and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

504307 FATCO BAB

To Have and to Hold, the same together with all and singular appurtances thereunto belonging or in anywise appertaining, and all 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.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Robert A. Glaze

Sharon M. Glaze

Signed, sealed and delivered in the presence of these witnesses:

Witness Signature

Print Name: Carol Bragdon

Witness Signature

Print Name: BRETT J. BUTLER

State of **Florida**

County of **Okaloosa**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **May 12, 2004**, by **Robert A. Glaze and Sharon M. Glaze** who is personally known to me or who has produced a valid driver's license as identification.

NOTARY PUBLIC

BRETT J. BUTLER
MY COMMISSION # CC 912936
EXPIRES: June 23, 2004
Bonded Thru Notary Public Underwriters

Notary Print Name

My Commission Expires: _____

FATCO NO. 1268516 LEGAL: Lot 17, Blk B COUNTY: Okaloosa EFFECTIVE DATE: 7/17/06

AGENTS NO. 00-0008 Sea Hills Third Addition INITIALS: MC

RESPA _____ NON-RESPA _____ REFERENCE PRIOR ATTACHED _____

SELLER Rather Be Diving, LLC, a FL. LLC PLAT BOOK 5 PAGE 104 EXACT PRIOR ATTACHED ✓ DATED: 4/29/04

BUYER City of Destin, FL. TAX ID# 00-2S-22-3083-000B-0170 504307

MORTGAGOR _____ ASSESSMENT = 117,493.00 HX = YES ____ NO X

MORTGAGEE N/A GROSS = 1,761.57 PAID = 1,691.11 DATE: 11/29/05 DELINQUENT NONE

ITEM NO.	TYPE INSTR.	DATED	FILED	BOOK	PAGE	GRANTOR	GRANTEE	REMARKS
⊗	WD	5/14/04	5/26/04	2534	4195	Bruce M. Fults + Sherrie L. Fults, H+W	Robert A. Glaze + Sharon M. Glaze, H+W	
⊗	QCD	5/14/04	5/26/04	2534	4197	✓	Rather Be Diving, LLC.	no legal
⊗	MTG	5/14/04	5/26/04	2534	4199	Robert A. Glaze + Sharon M. Glaze.	Wells Fargo Bank, N.A.	108,000

FATIC 524

Policy No. **FA-35-**1460124

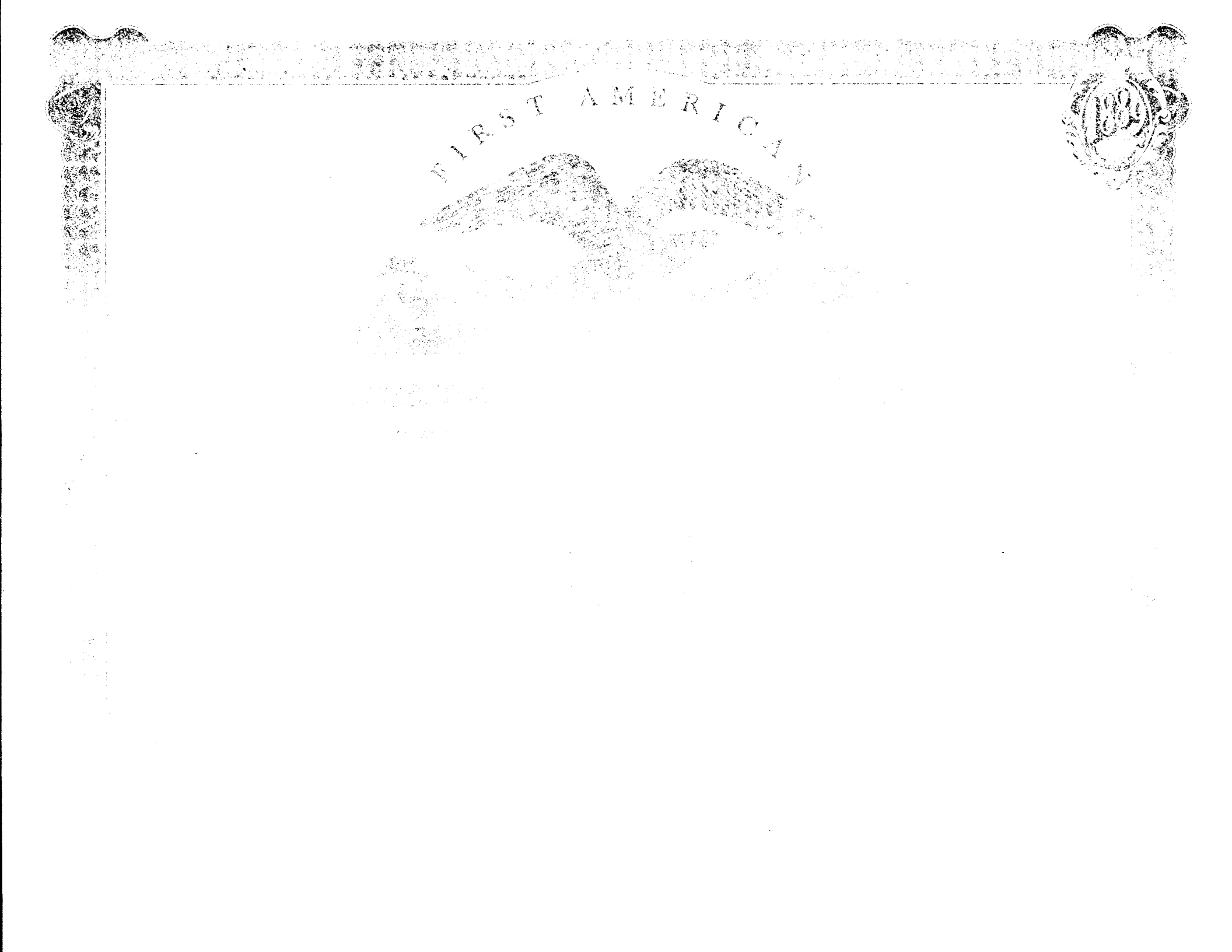
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

Gary L. Kermott

Mark R Arneson


FIRST AMERICAN

First American Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: **06-0008** Owner's Policy Number: **FA-35-1460124**

Schedule A

Date of Policy: **August 16, 2006** at **02:32 PM**

Amount of Insurance: **$226,500.00**

1. Name of Insured:

   The City of Destin, a municipality in Okaloosa County, Florida

2. The estate or interest in the land which is encumbered by the insured is:

   Fee Simple

3. Title to the estate or interest in the land is vested in the Insured by:

   Warranty deed executed by Rather Be Diving, L.L.C., a Florida Limited Liability Company to The City of Destin, a municipality in Okaloosa County, Florida dated August 11, 2006, filed August 16, 2006 in Official Records Book 2729, Page 301, Public Records of Okaloosa County, Florida, conveying said property described herein.

4. The land referred to in this policy is situated in the State of Florida, County of Okaloosa and is described as follows:

   See Schedule A Continuation, for Legal Description

Okaloosa Walton Title, Inc.

By: _____
Authorized Agent
Jennifer Helmich

First American Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: **06-0008** Owner's Policy Number: **FA-35-1460124**

Schedule A, Continuation

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

First American Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: **06-0008** Owner's Policy Number: **FA-35-1460124**

Schedule B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) by reason of the following.:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any mineral or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year **2006** and subsequent years, which are not yet due and payable.

NOTE: Items 1-5 listed above are hereby deleted.

8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SEA HILLS THIRD ADDITION, as recorded in Plat Book 5, Page(s) 104, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Book 960, Page 669 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Oil, Gas and Minerals Reservation recorded in Book 952, Page 44.

FATIC-217P
ALTA COMMITMENT 1982

TITLE INSURANCE COMMITMENT

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.
The Requirements in Schedule B-1.
The Exceptions in Schedule B-2.
The Conditions on the other side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY Gary L. Kerwott *PRESIDENT*

ATTEST Mark A. Arnsen *SECRETARY*

TITLE INSURANCE COMMITMENT

Issued by

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.
The Requirements in Schedule B-1.
The Exceptions in Schedule B-2.
The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY Gary L. Kennedy PRESIDENT

ATTEST Mark A. Arnett SECRETARY

CONDITIONS

1. **DEFINITIONS**
(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. **LATER DEFECTS**
The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section 1

or

Eliminate, with our written consent, any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

FATIC 213X
ALTA Commitment (1982)

SCHEDULE A

Agent File No: **060008**

1. Commitment Date: **July 17, 2006** at 8:00 a.m.

2. Policy (or Policies) to be issued:
   (a) Owner's Policy (Identify policy type below) Policy Amount $ **226,500.00**
   ALTA Owners Policy (10-17-92)(with Florida Modifications)
   Proposed Insured: **The City of Destin, a Florida Municipality**

   (b) Loan Policy (Identify policy type below) Policy Amount $
   ALTA Loan Policy (10-17-92)(with Florida Modifications)
   Proposed Insured:

   (c) Other Policy (Identify policy type below) Policy Amount $
   Proposed Insured:

3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
   Rather Be Diving, LLC, a Florida Limited Liability Company

4. The land referred to in this Commitment is described as follows:

   See Attached Schedule A Continued

Okaloosa/Walton Title, Inc.

By: _____
Authorized Signatory

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

FATIC 214X
ALTA Commitment (1982)

SCHEDULE B - SECTION 1
REQUIREMENTS

Agent's File No.: **060008**

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:

5. The Quit Claim Deed from Robert A. Glaze and Sharon M. Glaze, husband and wife to Rather Be Diving, LLC, a Florida Limited Liability Company, recorded in Book 2534, Page 4197, is defective in that the legal description was left off . Said instrument should be corrected, re-executed, re-acknowledged, and re-recorded; or a new instrument in proper form should be recorded (if from an individual, joinder of spouse or non-homestead statement). This Commitment should then be updated through the date of recording of said instrument, and the Company reserves the right to amend the commitment, including, but not limited to, the addition of further requirements and/or exceptions as it deems necesary based upon the matters disclosed by the update.

   a. Warranty Deed from Rather Be Diving, LLC, a Florida Limited Liability Company, to The City of Destin, a Florida Municipality. In connection with said deed, we will further require regarding the grantor:

      i) Production of a copy of the articles of organization operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;

      ii) That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;

      iii) If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating

Schedule A (Continued)

Agent File No.: **060008**

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;

iv) Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;

v) Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi) Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

6. Payment, cancellation and satisfaction of record of mortgage in the original principal amount of $108,000.00, executed by Robert A. Glaze and Sharon M. Glaze in favor of Wells Fargo Bank, N.A., recorded May 26, 2004 in Book 2534, Page 4199 .

7. Proof of payment of any Association liens and/or assessments.

8. Note: 2005 ad valorem taxes show **PAID** in the gross amount of $1,761.57 for Tax Identification No. 00-2S-22-3083-000B-0170. Assessed value is $117,493.00

9. Note: Items 1, 2, 3, 4 and 5 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.

Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

FATIC 216X
ALTA Commitment (1982)
(with printed mineral exception)

SCHEDULE B - SECTION 2
EXCEPTIONS

Agent's File No.: **060008**

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction.

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.

2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.

3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year **2006** and subsequent years, which are not yet due and payable.

8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SEA HILLS THIRD ADDITION, as recorded in Plat Book 5, Page(s) 104, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

9. Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Book 960, Page 669 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

10. Oil, Gas and Minerals Reservation recorded in Book 952, Page 44.

Agent File No.: 060008

Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

Privacy Policy

We Are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with which we or our affiliated companies have joint marketing agreements.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.


FIRST AMERICAN
1889
First American Title Insurance Company
TITLE
INSURANCE
COMMITMENT
FIRST AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPTEMBER 24,
1968
CALIFORNIA

OKALOOSA WALTON TITLE, INC.
770 Industrial Drive, Crestview, Florida 32539

Buyer's Closing Statement

File Number: **06-0008**

Date: **August 11, 2006**

Sellers: **Rather Be Diving, L.L.C., a Florida Limited Liability Company**

COPY

Buyers: **The City of Destin, a municipality in Okaloosa County, Florida**

Property: **Lot 17, Block B Sea Hills 3rd Addition**
217 Beach Drive, Destin, Florida 32541

Gross Amount Due from Buyer

Purchase Price	226,500.00
Settlement or Closing Fee to Okaloosa Walton Title, Inc.	200.00
Abstract or Title Search to First American Title Insurance Company	60.00
Title Examination to First American Title Insurance Company	25.00
Title Insurance to Okaloosa Walton Title, Inc.	892.50
Administrative-Courier Fee to Okaloosa Walton Title, Inc.	25.00
Deed Recording Fees	10.00
Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	10.00
Gross Amount Due from Buyer	**227,722.50**

Amounts Paid by or in Behalf of Buyer

Deposit / Earnest Money	5,000.00

Adjustments for Items Unpaid

County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77
Total Paid by / for Buyer	**6,558.77**

Cash at Settlement from / to Buyer

Gross Amount Due from Buyer	227,722.50
Less Amount Paid by / for Buyer	6,558.77
Cash From Buyer	**221,163.73**

The City of Destin, a municipality in Okaloosa County, Florida

Gregory A. Kisela
Its City Manager

OKALOOSA WALTON TITLE, INC.
770 Industrial Drive, Crestview, Florida 32539

Seller's Closing Statement

File Number: **06-0008**

Date: **August 11, 2006**

Sellers: **Rather Be Diving, L.L.C., a Florida Limited Liability Company**

Buyers: **The City of Destin, a municipality in Okaloosa County, Florida**

Property: **Lot 17, Block B Sea Hills 3rd Addition**
217 Beach Drive, Destin, Florida 32541

COPY

Gross Amount Due to Seller

Purchase Price	226,500.00
Gross Amount Due to Seller	**226,500.00**

Reductions in Amount Due to Seller

Payoff of First Mortgage Loan No. 0043373141 good through Aug. 15, 2006	105,171.57
Commission Paid at Settlement	4,530.00
Deed Recording Fees	10.00
Deed State Tax/Stamps	1,585.50
Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	0.70
Wire Transfer Fee (Payoff) to Okaloosa Walton Title, Inc.	15.00

Adjustments for Items Unpaid

County / Parish Taxes Jan 1, 2006 thru Aug 10, 2006	1,558.77
Total Reductions in Amount Due Seller	**112,871.54**

Cash at Settlement to / from Seller

Gross Amount Due to Seller	226,500.00
Less Reductions Amount due Seller	112,871.54
Cash To Seller	**113,628.46**

Rather Be Diving, L.L.C., a Florida Limited Liability Company

Bradley S. Smith
Its Managing Member

Robert A. Glaze
Its Managing Member

OWNER'S AFFIDAVIT OF NO LIENS

STATE OF Florida
COUNTY OF Okaloosa

File Number: 06-0008

COPY

BEFORE ME, the undersigned authority, did personally appear Rather Be Diving, L.L.C., a Florida Limited Liability Company, who after first being duly sworn by me, did depose and say:

1. That I/we am/are the Owner(s) of the following described property located in Okaloosa County, Florida, to wit:

   LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

2. Affiants has/have possession of the property, and there are no other person(s) in possession who has any right in the property.

3. No Notice of Commencement has been recorded affecting the property, there are no labor, mechanics, or materialmens liens against the property, and no materials have been furnished to or labor or services performed upon the property which has not been paid for in full.

4. There are no unrecorded easements, unpaid bills, liens or assessments, for sewers, paving or other public utilities or improvements made by any governmental authority, and that no notice has been received for any public hearing regarding future or pending assessments for improvements by any governmental instrumentality which are now unpaid against the property.

5. That there are no matters pending against the undersigned Affiant(s) that could give rise to a lien that would attach to the property between the date of closing and the recording of the interest to be insured.

6. That the Affiant(s) has/have not and will not execute any instruments that would adversely affect the interest to be insured.

7. Affiant(s) is/are the owner(s) of, and there are no claims whatsoever of any kind or description against the furniture, fixtures, equipment and other personal property located on or in the property.

8. There are no existing contracts for sale of the property, other than the contract being closed.

9. There are no loans, mortgages, or leases, recorded or unrecorded, on any of said property except:
   Wells Fargo Home Mortgage Loan in the principal sum of $108,000.00

10. That parties have not been divorced since the purchase of the property.

11. That Affiant(s) is/are non-foreign person(s) within the meaning of the Tax Reform Act of 1984 and is/are exempt from the withholding requirements of the Tax Reform Act of 1984.

12. That there are no present violations on the land of any enforceable covenants, conditions or restrictions, and that there are no private charges or assessments due and payable.

THIS AFFIDAVIT is made for the purpose of inducing First American Title Insurance Company to issue a title insurance policy on the above described property, and to disburse funds held by Okaloosa Walton Title, Inc., as

Escrow Agent.

Dated this 11th day of August, 2006

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

EIN: 57-1169884

State of Florida
County of Okaloosa

Sworn to and subscribed before me on this August 11, 2006, by Bradley S. Smith and Robert A. Glaze, as Managing Members of Rather Be Diving, L.L.C., a Florida Limited Liability Company, who have produced FLID as identification or who are personally known to me.

NOTARY PUBLIC

Print Name

MY COMMISSION EXPIRES:
(Seal)

JENNIFER A.M. HELMICH
Comm# DD0438615
Expires 12/14/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

COMPLIANCE AND TAX PRORATION AGREEMENT

DATE: 8/11/06 RE: FILE #: 06-0008

COPY

SELLERS: Rather Be Diving, L.L.C., a Florida Limited Liability Company

BUYERS: The City of Destin, a municipality in Okaloosa County, Florida

LEGAL DESCRIPTION: Lot 17, Block B Sea Hills 3rd Addition

CLOSING AGENT: Okaloosa Walton Title, Inc.

We, the undersigned Seller(s) and Buyers(s) of the above captioned property, hereby acknowledge that the following are conditions regarding the transfer of the above captioned property:

1. That all contingencies set forth in the Contract of Sale have been complied with:

2. That the proration of taxes as shown by the closing statement on this date has been made on the basis of:
   _____ Taxes for the previous year, based on $2,552.30 assuming the same exemptions to be allowable for the current year; or
   __X__ An estimate of current year's tax, based on the latest information with regard to current millage, assessed valuation and exemption allowed, $2,552.30, estimate for the year 2006.
   _____ No tax proration has been made.

3. That it is understood by the Buyer(s) and Seller(s) with respect to tax proration, that the following shall apply:
   _____ Both parties have accepted such proration as a final determination of liability for taxes between the parties; or;
   __X__ When current year's tax bills are available, the parties will make such further adjustments as might be necessary. This adjustment will be made directly between the parties and not through Okaloosa Walton Title, Inc.

4. That all utility bills (unrecorded assessments and association dues, if applicable), including but not limited to water, sewer, gas, garbage and electric are the responsibility of the parties involved in this transaction and not that of the closing agent. All matters in regards to utility bills (unrecorded assessments and association dues will be handled outside of closing even if such matters appear on the closing statement.

5. That each party will fully cooperate to adjust for clerical errors on any or all closing documentation, if necessary.

6. Seller(s) acknowledges that the payoff statements received by Okaloosa Walton Title, Inc. from current mortgagees may be subject to said mortgagee's final audit after receipt of the payoff funds resulting in a demand by said mortgagees for additional funds. Seller(s), upon request, agree to forward said funds forthwith.

7. This shall confirm the undersigned's consent, as per Rule 4-21.010(3) of the Florida Administrative Code, to the placement of the settlement funds for the above referenced transaction into an interest bearing escrow account in the name of Okaloosa Walton Title, Inc. and to further confirm that the interest earned on such account will be the property of Okaloosa Walton Title, Inc.

SELLERS:

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

BUYER:

The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela
Its: Managing Member

COMPLIANCE AND TAX PRORATION AGREEMENT

DATE: 8/11/06 RE: FILE #: 06-0008

SELLERS: Rather Be Diving, L.L.C., a Florida Limited Liability Company

BUYERS: The City of Destin, a municipality in Okaloosa County, Florida

LEGAL DESCRIPTION: Lot 17, Block B Sea Hills 3rd Addition

CLOSING AGENT: Okaloosa Walton Title, Inc.

COPY

We, the undersigned Seller(s) and Buyers(s) of the above captioned property, hereby acknowledge that the following are conditions regarding the transfer of the above captioned property:

1. That all contingencies set forth in the Contract of Sale have been complied with:

2. That the proration of taxes as shown by the closing statement on this date has been made on the basis of:
   _____ Taxes for the previous year, based on $2,552.30 assuming the same exemptions to be allowable for the current year; or
   __X__ An estimate of current year's tax, based on the latest information with regard to current millage, assessed valuation and exemption allowed, $2,552.30, estimate for the year 2006.
   _____ No tax proration has been made.

3. That it is understood by the Buyer(s) and Seller(s) with respect to tax proration, that the following shall apply:
   _____ Both parties have accepted such proration as a final determination of liability for taxes between the parties; or;
   __X__ When current year's tax bills are available, the parties will make such further adjustments as might be necessary. This adjustment will be made directly between the parties and not through Okaloosa Walton Title, Inc.

4. That all utility bills (unrecorded assessments and association dues, if applicable), including but not limited to water, sewer, gas, garbage and electric are the responsibility of the parties involved in this transaction and not that of the closing agent. All matters in regards to utility bills (unrecorded assessments and association dues will be handled outside of closing even if such matters appear on the closing statement.

5. That each party will fully cooperate to adjust for clerical errors on any or all closing documentation, if necessary.

6. Seller(s) acknowledges that the payoff statements received by Okaloosa Walton Title, Inc. from current mortgagees may be subject to said mortgagee's final audit after receipt of the payoff funds resulting in a demand by said mortgagees for additional funds. Seller(s), upon request, agree to forward said funds forthwith.

7. This shall confirm the undersigned's consent, as per Rule 4-21.010(3) of the Florida Administrative Code, to the placement of the settlement funds for the above referenced transaction into an interest bearing escrow account in the name of Okaloosa Walton Title, Inc. and to further confirm that the interest earned on such account will be the property of Okaloosa Walton Title, Inc.

SELLERS:

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

BUYER:

The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela
Its: Managing Member

COUNTY TAX PRORATION STATEMENT

FILE NUMBER: **06-0008**

PROPERTY: **217 Beach Drive, Destin, Florida 32541**

DATE: **August 11, 2006**

LEGAL: **Lot 17, Block B Sea Hills 3rd Addition**

COPY

It is understood between the parties hereto that the exact amount of real property taxes applicable to the subject property for the current year is unknown. The tax proration herein was therefor based upon estimated taxes in the amount of **$2,552.30**

Should actual taxes for the current year vary from estimated taxes, each party shall have the right to demand and receive from the other a reproration of taxes and reimbursement for the prorated amount of variation thereof. Each party consents to such proration and agrees to look to the other party should a reproration become necessary, and to save and hold harmless as to such proration the mortgagee, realtors and closing attorney and/or agent.

PURCHASERS
The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela - Buyer
Its: City Manager

SELLERS
Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith - Seller
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

TAX RE-PRORATION WORKSHEET

Actual bill paid equals $ _____ divided by 365 equals $ _____, the daily tax rate.

$ _____, the daily tax rate times 222 , the number of days prorated per closing statement equals

$ _____, the actual proration.

Actual tax proration	**$_____**
LESS: Estimated tax proration	**$ 1,558.77**
Difference, actual vs. Estimated taxes	**$_____**

If difference is a positive number, Seller owes Buyer the difference.
If difference is a negative number, Buyer owes Seller the difference.

COUNTY TAX PRORATION STATEMENT

FILE NUMBER: **06-0008**

PROPERTY: **217 Beach Drive, Destin, Florida 32541**

DATE: **August 11, 2006**

LEGAL: **Lot 17, Block B Sea Hills 3rd Addition**

COPY

It is understood between the parties hereto that the exact amount of real property taxes applicable to the subject property for the current year is unknown. The tax proration herein was therefor based upon estimated taxes in the amount of **$2,552.30**

Should actual taxes for the current year vary from estimated taxes, each party shall have the right to demand and receive from the other a reproration of taxes and reimbursement for the prorated amount of variation thereof. Each party consents to such proration and agrees to look to the other party should a reproration become necessary, and to save and hold harmless as to such proration the mortgagee, realtors and closing attorney and/or agent.

PURCHASERS

The City of Destin, a municipality in Okaloosa County, Florida

By: Gregory A. Kisela - Buyer
Its: City Manager

SELLERS

Rather Be Diving, L.L.C., a Florida Limited Liability Company

By: Bradley S. Smith - Seller
Its: Managing Member

By: Robert A. Glaze
Its: Managing Member

TAX RE-PRORATION WORKSHEET

Actual bill paid equals $ _____ divided by 365 equals $ _____ , the daily tax rate.

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Actual tax proration	**$_____**
LESS: Estimated tax proration	**$ 1,558.77**
Difference, actual vs. Estimated taxes	**$_____**

If difference is a positive number, Seller owes Buyer the difference.
If difference is a negative number, Buyer owes Seller the difference.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared, ROBERT A. GLAZE, JR. a/k/a ROBERT A. GLAZE whose address is 2953 Pine Valley Road, Destin, Florida, 32550 and BRADLEY S. SMITH whose address is 4502 Bellbuoy Landing, Destin, Florida 32541 as Managing Members of RATHER BE DIVING, L.L.C., a Florida Limited Liability Company, who, having been first duly sworn according to law depose and say:

1. This declaration is made to the Mayor of the City of Destin, Florida for the purposes of complying with Section 286.23 of Florida Statutes (2005).

2. We are the Managing Members of RATHER BE DIVING, L.L.C., a Florida Limited Liability Company and have personal knowledge of all matters set forth in this Affidavit.

3. RATHER BE DIVING, L.L.C. is the owner of the fee simple title to certain real property (hereafter referred to as the "Property") situated in Okaloosa County, Florida more particularly described as follows:

Lot 17, Block B of Sea Hills 3rd Addition, according to the Plat thereof as recorded in Plat Book 5, Page 104, of the Public Records of Okaloosa County, Florida.
Parcel ID No. 00-2S-22-3083-000B-0170

Most commonly referred to as: 217 Beach Drive, Destin, Florida, 32541

TO THE BEST OF AFFIANTS' KNOWLEDGE AND BELIEF:

4. The names and addresses of any person or entity having a beneficial interest, no matter how small or minimal, in the above stated Property are as follows:

a. Bradley S. Smith
4502 Bellbuoy Landing
Destin FL 32541

b. Robert A. Glaze Jr
2953 Pine Valley Rd
Miramar Beach FL 32550

c. _____

d. _____

e. _____

5. There are no other persons or entities having any interest in the above stated Property and RATHER BE DIVING, L.L.C.

Dated this 29 day of June 2006.

RATHER BE DIVING, L.L.C

Witnesses

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

By: Robert A. Glaze, Jr. a/k/a Robert A. Glaze
Its: Managing Member

By: Bradley S. Smith
Its: Managing Member

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was sworn and subscribed before me this 29 day of JUNE 2006, by Robert A. Glaze, Jr. a/k/a Robert A. Glaze and Bradley S. Smith as Managing Members of Rather Be Diving, L.L.C and who are ✓ personally known to me or ____ have produced _____ as identification and who did take an oath.

[seal]

LAURA MORRISON
MY COMMISSION # DD 154567
EXPIRES: October 1, 2006
Bonded Thru Notary Public Underwriters

Notary Public:
State of Florida

L. Settlement Charges	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission: Based on Price $226,500.00 @ 2.00% = $4,530.00 Division of Commission as follows		
701. 4,530.00 to ResortQuest		
702.		
703. Commission Paid at Settlement		4,530.00
800. Items Payable in Connection with Loan:		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required by Lender to be Paid in Advance:		
901. Interest from Aug 11, 2006 @ 0.0000 / day		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904. Flood Insurance Premium		
1000. Reserves Deposited with Lender:		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1100. Title Charges:		
1101. Settlement or Closing Fee to Okaloosa Walton Title, Inc.	200.00	
1102. Abstract or Title Search to First American Title Insurance Company	60.00	
1103. Title Examination to First American Title Insurance Company	25.00	
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary Fees		
1107. Attorney Fees (includes above item numbers:		
1108. Title Insurance to Okaloosa Walton Title, Inc. (includes above item numbers:	892.50	
1109. Lender's Coverage 0.00 Risk Premium 0.00		
1110. Owner's Coverage 226,500.00 Risk Premium 892.50		
1111. Administrative-Courier Fee to Okaloosa Walton Title, Inc.	25.00	
1112.		
1200. Government Recording and Transfer Charges:		
1201. Recording Fees: Deed 10.00 Mortgage 0.00 Releases 10.00	10.00	10.00
1202. City/County tax/stamps: Deed 0.00 Mortgage 0.00		
1203. State tax/stamps: Deed 1,585.50 Mortgage 0.00		1,585.50
1204. Intangible Tax to Clerk of the Circuit Court		
1205. Corrective Warranty Deed Recording Fees to Clerk of the Circuit Court	10.00	0.70
1300. Additional Settlement Charges:		
1301. Survey and Environmenal Inspection (poc 2,450.00)		
1302. Appraisal (poc 500.00)		
1303. Wire Transfer Fee (Payoff) to Okaloosa Walton Title, Inc.		15.00
1304. Estimated Prorated 2006 Property Taxes to Okaloosa County Tax Collector (poc 1,558.77)		
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	**$1,222.50**	**$6,141.20**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrower: The City of Destin, a municipality in Okaloosa County, Florida
Gregory A. Kisela, City Manager

Seller: Rather Be Diving, L.L.C.
Bradley S. Smith, Managing Member

Robert A. Glaze, Jr., Managing Member

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____
Jennifer Helmich

Date: August 11, 2006
File No.: 06-0008
FATCO

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Prepared by:
J. JEROME MILLER, Esq.
Miller Ansley Stewart, P.A.
Attorneys at Law
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, FL 32541
Florida Bar No. 0128569
Phone: 850-837-3860
File No.: **8.0034**

Instr # 2535659 BK: 2868 PG: 1206 Page 1 of 1
Recorded 12/11/2008 at 08:29 AM
RECORDING: $6.00 RECORDING ARTICLE V: $4.00

DEED DOCSTAMPS: $30782.50

DEPUTY CLERK: TSADLER
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY, FL

WARRANTY DEED

This indenture made on A.D. , by **John C. Gronning, a married man, as his separate non-homestead property,** whose address is: 1365 W. Highway 98, Unit 307 , Mary Esther, FL 32569 **and Carl S. Napoli, a married man, as his separate non-homestead property,** whose address is: 736 Shore Drive, Miramar Beach, FL 32550, hereinafter called the "grantor", to **The City of Destin, A Florida Municipal Corporation,** whose address is: 4200 Two Trees Road , Destin, FL 32541, hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Okaloosa** County, **FL**, to-wit:

Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

Parcel Identification Number: **00-2S-22-0000-0009-0000**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2007.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

John C. Gronning
John C. Gronning
1365 W. Highway 98, Unit 307
Mary Esther, FL 32569

Carl S. Napoli
Carl S. Napoli
736 Shore Drive
Miramar Beach, FL 32550

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Michael E McQuillen

Witness Signature

Print Name: **J. Jerome Miller**

State of **Florida**
County of **Okaloosa**

Sworn To, Subscribed and Acknowledged before me on **12/10/2008,** by **John C. Gronning and Carl S. Napoli** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public

My Commission Expires: 6-11-2011

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

(850)689-5000 ext 3360
(850)651-7200 ext 4360
P.O. Box 1359 Crestview, Fl. 32536

Transaction
#: **902682**
Receipt #: **1269490**
Cashier Date: **12/11/2008**
8:29:54 AM (TSADLER)

902682
Print Date:
12/11/2008 8:29:50 AM

Customer Information	Transaction Information	Payment Summary
(4207) MILLER & ANSLEY P A 415 MOUNTAIN DRIVE SUITE 3 DESTIN, FL 32541	DateReceived: 12/11/2008 Source Code: SHALIMAR OVER THE COUNTER Q Code: SHALIMAR OVER THE COUNTER Return Code: SHALIMAR OVER THE COUNTER Trans Type: Recording Agent Ref Num:	Total Fees $30792.50 Total Payments $30792.50

1 Payments

CHECK 1852 $30792.50

1 Recorded Items

(WD) WARRANTY DEED *BK/PG:* ***2868/1206*** *CFN:****2535659*** *Date:****12/11/2008*** ***8:29:53 AM*** *From: To:*

Recording @ 1st=$6 Addt'l=$4.50 ea.	1	$6.00
Deed Doc Stamps	0	$0.00
Indexing @ 1st 4 Names Free, Addt'l=$1 ea.	3	$0.00
Deed Doc Stamps @ $0.70 per $100	4397500	$30782.50
Recording Fee - Art V	1	$4.00

0 Search Items

0 Miscellaneous Items

Instr # 2536824 BK: 2369 PG:191 Page 1 of 2
Recorded 12/17/2008 at 04:58 PM,
RECORDING: $10.50 RECORDING ARTICLE V: $8.00

DEPUTY CLERK KSCHOOLCRAFT
DON W. HOWARD CLERK OF COURTS OKALOOSA COUNTY FL

This Instrument Prepared by:

J. JEROME MILLER, Esq.
Miller, Ansley, Stewart P.A.
Attorneys at Law
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, FL 32541-2349
Florida Bar No. 0128569
Phone: (850) 837-3860

FOR RECORDING PURPOSES

AFFIDAVIT OF COMPLIANCE

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared Carl S. Napoli and John C. Gronning having been first duly sworn according to law depose and say:

1. Affiants have personal knowledge of all matters set forth in this Affidavit.

2. Affiants (hereafter collectively referred to as the "Owner") are owners of the fee simple title to certain real property (hereafter referred to as "Property" or "Destin Campground" or "Park") situated in Okaloosa County, Florida more particularly described as follows:

Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

TO THE BEST OF OWNERS' KNOWLEDGE AND BELIEF:

3. With reference to an offer by them for the sale of the Destin Campground, they have complied with the provisions of section 723.071(1), Florida Statutes.

4. With reference to an offer received by them for the purchase of the Destin Campground, or with reference to a counteroffer which they intend to make, or have made, for the sale of such park, they have complied with the provisions of section 723.071(2), Florida Statutes.

5. Notwithstanding their compliance, with the provisions of either subsection (1) or subsection (2) of section 723.071, Florida Statutes, no contract has been executed for the sale of such park between them and the park homeowner's association;

6. There is not a homeowner's association pursuant to Chapter 723.

7. The provisions of subsections (1) and (2) of section 723.071, Florida Statutes are inapplicable to a particular sale or transfer of such park by them, and compliance with such subsections is not required; or

8. A particular sale or transfer of such park is exempted from the provisions of this section and section 723.071, Florida Statutes.

9. This affidavit is made so that the City of Destin, which is acquiring the property known as the Destin Campground and Attorney's Title Insurance Fund, Inc. and Miller Ansley Stewart, P.A. who are preparing, furnishing, and examining any evidence of title, have the absolute right to rely on the truth and accuracy of all statements appearing in this affidavit and are under no obligation to inquire further as to any matter or fact relating to the our compliance with the provisions of section 723.071, Florida Statutes.

Dated this 10th day of December 2008.

WITNESS _____ Carl S. Napoli
Printed Name: Michael E. McQuillen

WITNESS _____
Printed Name: J. Jerome Miller

WITNESS _____ John C. Gronning
Printed Name: Michael E. McQuillen

WITNESS _____
Printed Name: J. Jerome Miller

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was sworn and subscribed to before me this 10th day of December 2008, by Carl S. Napoli and John C. Gronning, who are ✓ personally known to me; ~~or _____ have produced a driver's license as identification~~, and who did take an oath.

[seal]

_____
NOTARY PUBLIC

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned notary public, personally appeared, Carl S. Napoli and John C. Gronning, having been first duly sworn according to law depose and say:

1. Affiants have personal knowledge of all matters set forth in this Affidavit.

2. Affiants (hereafter collectively referred to as the "Owners") are owners of the fee simple title to certain real property (hereafter refereed to as the "Property") situated in Okaloosa County, Florida (subject only to those matters set forth in Schedule B of the Title Insurance Commitment) more particularly described as follows:

Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

TO THE BEST OF OWNERS' KNOWLEDGE AND BELIEF:

3. Owners' title to and possession and enjoyment of the Property has been open, notorious, peaceable and undisturbed.

4. Neither the Owners' title to nor possession of the Property has ever been disputed or questioned nor are the Owners aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.

5. No person or entity other than the Owners claim or is presently entitled to the right to possession or is in possession of the Property and there are no tenancies, leases or other occupancies that affect the property.

6. There are no disputes concerning the location of the boundary lines of the Property.

7. There are no existing contracts for sale of the Property other than the contract being closed or any unpaid or unsatisfied mortgages, claims of lien or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or no part of it or against any personal property located on it, except as set forth in Schedule B of the Title Insurance Commitment.

8. No assessments, fines or liens against the Property have been made by any governmental instrumentality, which are unpaid. The owners have fully reviewed Schedule B of the Title Insurance Commitment and hereby affirmatively state that any recorded easements shown therein are the only easements existing and affecting the Property.

9. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings, equipment or other personal property placed on or installed in or on the Property or the improvements located on it.

10. There are no actions, proceedings, judgments, bankruptcies, liens, or executions recorded among the Public Records of Okaloosa County, Florida or any other county in Florida or pending against the Owner in the Courts of Okaloosa County, Florida or any other courts in the State of Florida or in the United States.

11. No improvements or repairs have been made to the property during the ninety (90) day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers incurred in connection with the Property. No "Notice of Commencement" has been recorded affecting the Property, there are no unrecorded mechanics' liens against the Property and the Owners have not received notice form any materialman, laborer, or subcontractor, pursuant to the provisions of Florida Statue Chapter 713.06, as most recently amended.

12. Subsequent to November 14, 2008 (effective date on binder), the Owners have not and the Owners hereby agree and represent that the Owners will not execute any instruments, do any act whatsoever or omit to take any action that in any way would or may affect the title to the Property, including but not limited to mortgaging or conveying the Property to any interest in it or causing any liens to be recorded against the Property or the Owners.

13. No part of the Property has been either damaged, taken by or is under cloud or eminent domain proceedings or otherwise threatened with any title proceedings.

14. There are no violations of Federal, State, County or Municipal ordinances or of rules and regulations of any other governmental authority having or asserting jurisdiction with respect to the Property (or to the present or normal use or operation thereof).

15. There have been no violations of the covenants, conditions or restrictions, if any, as listed on Schedule B-II of the Title Insurance Commitment and no violations thereof will result in a forfeiture or reversion of title. Notwithstanding the same, should any forfeiture or reversion occur, Owners will indemnify and hold harmless the City of Destin for any loss or damages resulting therefrom.

16. The Owners have complied with all restrictions of record pertaining to the Property and are not in violation thereof. Specifically all current maintenance charges, recreational fees, and/or association assessments applicable to the subject premises are fully paid.

17. The Owners have knowledge of the past and present use of the Property, and to the best of the knowledge of owners, no toxic or hazardous or radioactive wastes, toxic or hazardous or radioactive chemicals, petroleum substances, asbestos, or urea formaldehyde are located on, under or anywhere proximate to the premises and that the state and/or federal environmental protection agencies have not identified any toxic waste site or other hazardous substances in the proximity of the premises nor have Owners received any notices from any governmental agency or authority with respect to storage or release of a contamination from hazardous or toxic materials onto the premises or in the proximity thereof.

18. Owners understand that Section 1445 of the Internal Revenue Code provides that as transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor(Seller) is a foreign person as those terms are defined in the Internal Revenue Code. Therefore, in order to inform the Buyer that withholding of tax is not required by the disposition of U.S. real property to which this affidavit relates, Owners certify:

a. That Owners are not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

b. That the Owners' taxpayer identification is: 366-32-2318 for Carl S. Napoli and 537-30-3788 for John C. Gronning.

c. That the Owners' addresses are 736 Shore Drive, Miramar Beach, FL 32550 for Carl S. Napoli and 1365 W. Highway 98, Unit 307, Mary Esther, FL 32569 for John C. Gronning.

19. Owners further state that Owners understand this affidavit may be disclosed to the Internal Revenue Service and that Owners are familiar with the nature of any oath; and with the penalties as provided by the laws of the state aforesaid for falsely swearing to the statements made in an instrument of this nature. Owners further certifies that Owners have read, or have had read to Owners, the full facts of this affidavit, and understands its content.

20. Owners represent that in compliance with the Contract for Sale and Purchase that no other parties are in occupancy of the property other than Owners.

21. Owners represent that they will indemnify and hold harmless the City of Destin from any possessory interest of any tenants of the property (Destin Campground) including attorneys fees and costs.

22. Owners represent that they have complied with the Florida Mobile Home Act (Chapter 723, Florida Statutes) with the sale of this property.

23. Owners represent that they are not in violation or under investigation by the Florida Department of Business and Professional Regulation as to their compliance with Florida Statues, Chapter 723.

24. Owners represent that there are no service contracts or any other contracts that affect the property and Owners indemnify and hold harmless the City of Destin for any claim by a service contract provider or other contract.

25. All notices to the Condominium Association to which the subject property belongs regarding any rights of first refusal or option to purchase have been made, and the time in which the Association could exercise any such rights has passed, and the Association failed to asset any such rights.

26. All of the warranties and representations set forth in the Deed and all of the other documents executed in connection with this closing are fully true, correct and complete as of the date hereof.

27. The warranties and representations contained in this Affidavit shall survive the closing.

28. This Affidavit is made and given by the Owners with full knowledge of applicable Florida Laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

29. This Affidavit is made and delivered for the purposes of inducing Attorneys' Title Insurance Fund, Inc. to insure title to the above described real property. This Affidavit is made well knowing that J. Jerome Miller and Miller Ansley Stewart, P.A., Attorneys at Law, intend to and do in fact materially rely thereon. Accordingly, Affiants do jointly and severally agree to indemnify and hold harmless J. Jerome Miller and Miller Ansley Stewart, P.A., Attorneys at Law, of and from any and all loss, costs, damage and expense of every kind including attorneys fees, which said Title Company and Agent shall or may suffer or become liable for under the Owner Policy to be issued upon the Property, on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment previous referred to be insured. Owners further state that Owners have read this affidavit and understand its substance and further understand that the same is signed under oath.

Dated this 10th day of December 2008.

WITNESS _____
Printed Name: Michael McQuillen

_____
Carl S. Napoli

WITNESS _____

J. Jerome Mille

Printed Name: J. Jerome Miller

WITNESS _____ _____
Printed Name: Michael E McQuillen John C. Gronning

WITNESS _____
Printed Name: J. Jerome Miller

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was sworn and subscribed to before me this 10 day of December 2008, by Carl S. Napoli and John C. Gronning, who are ✓ personally known to me; ~~or _____ have produced a driver's license as identification~~, and who did take an oath.

[seal]

_____
NOTARY PUBLIC

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF OKALOOSA

BILL OF SALE

THIS INSTRUMENT executed effective this 10th of December, 2008, by John G. Gronning and Carl S. Napoli, hereafter called "Sellers", to the City of Destin, a Florida municipality, hereinafter called "Buyer".

WITNESSETH:

WHEREAS, Sellers are the owner and holder of the personal property described in Exhibit "A" attached hereto and incorporated by reference; and located at 209 Beach Drive, Destin, Florida 32541.

WHEREAS, Buyer is purchasing the above described personal property, and Sellers wish to transfer title to all of the above described personal property to Buyer; now, therefore,

KNOW ALL MEN BY THESE PRESENTS that Sellers, for and in consideration of the payment of Ten Dollar ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and transfer and deliver to Buyer the tangible personal property described in Exhibit "A" attached hereto and incorporated by reference.

Sellers warrant that Sellers are the lawful owner in every respect of all the herein described personal property and that it is free and clear of any and all liens, security agreements, encumbrances, claims, demands, and charges of every kind and character.

Sellers hereby bind Sellers, and the successors and assigns of Sellers, to warrant and defend the title to all herein described personal property unto Buyer, Buyer's successors and assigns, forever, against every person whomsoever lawfully claiming or attempting to claim such herein described personal property or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals this 10th day of December, 2008.

WITNESS:

Printed Name: Michael E. McQuillen

John G. Gronning

Printed Name: J. Jerome Miller

WITNESS:

Printed Name: Michael E. McQuillen

Carl S. Napoli

Printed Name: J. Jerome Miller

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing was acknowledged before me this 10th day of December, 2008, by John G. Gronning and Carl S. Napoli, who are personally known to me.

(SEAL)

J. JEROME MILLER
Notary Public

This instrument was prepared by
J. JEROME MILLER
Attorney at Law
415 Mountain Dr., Suite 3
Destin, Florida 32541

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

(Phase I)

ADDENDUM TO CONTRACT FOR PURCHASE

Exchangor:	John C. Gronning
Purchaser:	City of Destin, Florida
Relinquished Property Description:	Undivided 50% interest in See Attached Exhibit "A"

John C. Gronning , (Exchangor), and **City of Destin, Florida ,** (Purchaser) herein agree that this is Phase I of a tax-deferred, like-kind exchange of real property pursuant to Section 1031 of the Internal Revenue Code as regards to the Exchangor. Exchangor and Purchaser further agree that this contract may be assigned to an Intermediary for purposes of said exchange.

Purchaser shall cooperate in effecting the 1031 Exchange at no additional expense or liability to Purchaser.

EXCHANGOR:

John C. Gronning
Dated: December 10, 2008

PURCHASER:
City of Destin, Florida

BY: _____
Name: GREGORY P. KISELA
Title: City Manager

Dated: December 10, 2008

BUYER'S COMPLIANCE AGREEMENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

DATE: December 10, 2008

BUYER(S): CITY OF DESTIN, a Florida Municipal Corporation

SELLER(S) Carl S. Napoli and John C. Gronning

PROPERTY: 209 Beach Drive, Destin, Florida 32541

CLOSING AGENT: J. JEROME MILLER

FILE NO.: 8.0034

The undersigned Buyer for and in consideration of the above referenced Closing Agent this date processing the closing of the above referenced property agrees, if requested by Closing Agent, to fully cooperate and adjust for clerical errors, in any and all closing documentation, if deemed necessary or desirable in the reasonable discretion of Closing Agent.

The undersigned Buyer does hereby so agree and so covenant in order to assure that the closing documentation executed will conform and be acceptable in the market place in the instance of transfer, sale or conveyance.

In the event legal action is brought to enforce the covenants contained herein, the prevailing party in such action shall be entitled to the recovery of attorney fees and costs incurred therein.

Executed this 10th day of December, 2008.

WITNESS:

Printed Name: Michael E. McQuillen

Printed Name: J. Jerome Miller

CITY OF DESTIN

Buyer
By: Gregory A. Kisela
Its: City Manager

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 10th day of December, 2008, by GREGORY A. KISELA, as City Manager of the CITY OF DESTIN.

(Notarial Seal)

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

Notary Public-State of _____
My Commission Expires: _____
Commission Number: _____

SELLER'S COMPLIANCE AGREEMENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

DATE: December 10, 2008

BUYER(S): City of Destin

SELLER(S) Carl S. Napoli and John C. Gronning

PROPERTY: 209 Beach Drive, Destin, FL 32541

CLOSING AGENT: J. JEROME MILLER

FILE NO.: 8.0034

The Seller for and in consideration of the above referenced Closing Agent this date processing the closing of the above referenced property agrees, if requested by Closing Agent, to fully cooperate and adjust for clerical errors, in any and all closing documentation, if deemed necessary or desirable in the reasonable discretion of Closing Agent.

The undersigned Seller does hereby so agree and so covenant in order to assure that the closing documentation executed will conform and be acceptable in the market place in the instance of transfer, sale or conveyance.

In the event legal action is brought to enforce the covenants contained herein, the prevailing party in such action shall be entitled to the recovery of attorney fees and costs incurred therein.

Executed this 10th day of December, 2008.

WITNESS
Printed Name: Michael E. McQuillen

Carl S. Napoli

WITNESS
Printed Name: J. Jerome Miller

John C. Gronning

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO AND SUBSCRIBED before me this 10th day of December, 2008, by Carl S. Napoli and John C. Gronning, who are personally known to me or who have produced a driver's license as identification, who did take an oath.

(Notarial Seal)

J. JEROME MILLER
MY COMMISSION # DD 684224
EXPIRES: June 11, 2011
Bonded Thru Notary Public Underwriters

Notary Public-State of Florida
My Commission Expires: _____
Commission Number: _____

ASSIGNMENT, ACCEPTANCE AND NOTICE

PURCHASE AGREEMENT

THIS ASSIGNMENT, ACCEPTANCE AND NOTICE (this "Assignment") is made this December 10, 2008, between **John C. Gronning** , ("Assignor"), **American Real Estate Exchange Services, Inc.**, ("Assignee"), and **City of Destin, Florida** , ("Recipients").

RECITALS

WHEREAS, Assignor and Recipients entered into that certain real estate purchase contract (the "Purchase Agreement"), dated 7 day of January 2008, between Assignor, as Seller, and Recipient, as Purchaser, for the purchase and sale of certain property located in Okaloosa County, Florida more particularly described as:

See Attached Exhibit "A", (the "Relinquished Property");
(50% undivided interest as to John C. Gronning)

WHEREAS, Assignor and Assignee have entered into an Exchange Agreement dated December 10, 2008, (the "Exchange Agreement"), in order to effect the transfer of the Relinquished Property and acquisition of certain replacement property as part of an integrated, interdependent transaction between Assignor and Assignee which qualifies as a like-kind exchange in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended;

WHEREAS, Assignor wishes to assign the Purchase Agreement to Assignee, and Assignee has agreed to accept such assignment, on the terms and conditions contained herein pursuant to the Exchange Agreement; and

WHEREAS, Recipient consents to such assignment of the Purchase Agreement on the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Subject to the conditions set forth in paragraph 2 below, (a) Assignor assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to, but not the obligations under the Purchase Agreement, including any security deposit paid in connection with the Purchase Agreement, and (b) Recipient consents to such assignment. Nothing herein shall be deemed to be a waiver or modification of the obligations of Assignor to Recipient under the Purchase Agreement.

2. **Conditions.** The assignment described above shall be subject to the following conditions:
(a) title to the Relinquished Property shall be conveyed to Recipient by deed from Assignor;
(b) Assignor and Recipient release Assignee of and from any and all claims or causes of action either of them have or may have against Assignee as a result of Assignee's accepting and assignment of the Purchase Agreement;
(c) Recipient shall pay to Assignee the net proceeds due Assignor pursuant to the Purchase Agreement, in accordance with wiring instructions to be furnished prior to closing;
(d) Compliance by Assignor of the terms and conditions stated in the Exchange Agreement; and
(e) Assignee's review and approval of Assignor's closing instructions and any of the documents related to the transaction.

3. **Notice.** This Assignment shall constitute notice to Recipient within the meaning of Section 1.1031(k)-1(g)(4)(v) of the Regulations.

4. **Recipient's Remedies.** Recipient acknowledges that Assignee has not made any warranties or representations of any kind with regard to the Relinquished Property, and Recipient is not relying on any representations or information provided by Assignee and that any warranties or representations made in the Purchase Agreement or otherwise shall be deemed to be made directly by Assignor to Recipient and all rights or remedies arising therefrom shall be enforced directly against Assignor.

5. **Miscellaneous.** Except as expressly provided in this Agreement, the terms of the Purchase Agreement shall remain in full force and effect. This Assignment shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns. This Assignment may be executed in any number of counterparts and each shall be considered an original and together they shall constitute one agreement. Facsimile signatures on this Agreement shall be deemed original signatures.

WITNESS the following signatures:

ASSIGNOR:

John C. Gronning
Dated: December 10, 2008

ASSIGNEE:
American Real Estate Exchange Services, Inc.
BY:

Brett A. McCrary, President
Dated: December 10, 2008

RECIPIENTS:
City of Destin, Florida
BY: _____
Name: GREGORY A. KISELA
Title: C.M. MANAGER
Dated: December 10, 2008

DIRECT DEEDING INSTRUCTIONS – RELINQUISHED PROPERTY

John C. Gronning , ("Taxpayer") and American Real Estate Exchange Services, Inc. ("Facilitator"), have entered into an Exchange Agreement dated December 10, 2008, ("Exchange Agreement") involving the exchange of the property located in Okaloosa, Florida, more particularly described as:

Undivided 50% interest in
See Attached Exhibit "A", (the "Relinquished Property")

Upon or shortly after acquisition of the Relinquished Property, Facilitator intends to sell the Relinquished Property to City of Destin, Florida ("Recipients").

Accordingly, in order to save duplicate recording fees, escrow costs and other like charges, Facilitator hereby instructs Taxpayer and Taxpayer hereby agrees to execute a deed to the Relinquished Property in favor of Recipient. In addition, Taxpayer agrees to execute all bills of sale and assignments of leases, security deposits, trade names and other assets comprising the Relinquished Property which are necessary to close the transaction described herein directly in favor of Recipient.

The above transfers are part of an integrated, interdependent, mutual and reciprocal plan intended to effectuate an exchange by Taxpayer of a like-kind real properties pursuant to and in accordance with the provision of the Internal Revenue Code Section 1031 and to the extent applicable, state tax statutes.

American Real Estate Exchange Services, Inc.
By: _____
BRETT A. McCRARY, Its President
Dated: December 10, 2008

TAXPAYER:
_____
John C. Gronning
Dated: December 10, 2008

BUYER

City of Destin, Florida
BY: _____
Name: GREGORY A. KISELA
Title: City MANAGER
Dated: December 10, 2008

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) **The Fund's Right of Subrogation.**

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) **The Fund's Rights Against Non-insured Obligors.**

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNER'S
TITLEINSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By _____

Charles J. Kovaleski
President

SERIAL

OPM - 2815640

FUND OWNER'S POLICY

Schedule A

Policy No.: OPM-2815640
Effective Date: December 11, 2008 *at* 8:29 AM

Fund File Number 43-2008-98
Agent's File Reference: 8.0034

Amount of Insurance: $4,397,500.00

1. *Name of Insured:*

   The City of Destin, a Florida Municipal Corporation

2. ***The estate or interest in the land described herein and which is covered by this policy is a fee simple and is at the effective date hereof vested in the named insured as shown by instrument recorded in O.R. Book*** 2868, ***Page*** 1206, ***of the Public Records of*** Okaloosa ***County, Florida.***

3. ***The land referred to in this policy is described as follows:***

   Commencing at the intersection of the North line of U.S. Highway 98 and the East line of Calhoun Subdivision; proceed North 00 degrees 38 minutes West 1342.05 feet, along said East line, to a concrete monument; thence continue North 00 degrees 38 minutes West 220.0 feet; thence South 83 degrees 14 minutes East 140.7 feet to the Point of Beginning of the land herein described; thence continue South 83 degrees 14 minutes East 1067.4 feet to the West side of Beach Drive; thence North 5 degrees 24 minutes 30 seconds West 208.7 feet, along Beach Drive; thence North 83 degrees 14 minutes West 1049.9 feet; thence South 0 degrees 38 minutes East 205.7 feet to the Point of Beginning.

AGENT NO.: 752100
ISSUED BY: J. Jerome Miller

MAILING ADDRESS:

415 Mountain Drive
Suite 3
Destin, FL 32541

AGENT'S SIGNATURE J. Jerome Miller

Rev.1.0

FUND OWNER'S POLICY
Schedule B

Policy No.: OPM-2815640

Agent's File Reference: 8.0034
Fund File Number 43-2008-98

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

4. Easements or claims of easements not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

Items 2-6 are hereby deleted.

7. Easement contained in instrument recorded under O.R. Book 148, Page 99, Public Records of Okaloosa County, Florida.

8. Rights of tenants under unrecorded leases.



Attorneys' Title Insurance Fund, Inc.
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Attorneys' Title Insurance Fund, Inc.

1. *INFORMATION WE COLLECT:*

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we may receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

2. *INFORMATION WE DISCLOSE TO THIRD PARTIES AS PERMITTED BY LAW:*

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

3. *OUR PRACTICES REGARDING INFORMATION CONFIDENTIALITY AND SECURITY:*

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ANCHORS ◆ SMITH ◆ GRIMSLEY
A PROFESSIONAL LIMITED COMPANY
ATTORNEYS AND COUNSELORS AT LAW
909 MAR WALT DRIVE, SUITE 1014
FORT WALTON BEACH, FL 32547-6711
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX
WWW.ASGLEGAL.COM

C. LEDON ANCHORS
STEVEN B. BAUMAN*
C. JEFFREY MCINNIS
RICHARD P. PETERMANN+
TIMOTHY W. SHAW

MICHAEL A. FLOWERS**
SHIRAZ A. HOSEIN
N. GRESHAM FOSTER, L.L.M.
KYLE S. BAUMAN
MICHAEL R. GOODSON++

* FLORIDA SUPREME COURT CERTIFIED CIRCUIT AND APPELLATE MEDIATOR
\+ ALSO ADMITTED IN WYOMING & ALABAMA
** FORMER CIRCUIT JUDGE
++ FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

December 20, 2022

Via USPS
City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541
Lance A. Johnson, City Manager

RE: Anna Street & Benning Drive
Our File #: 22-0074CJM / City of Destin / George Winton

Dear Mr. Johnson:

Enclosed please find the following documents concerning the above referenced transaction:

1. Original Owners's Title Policy # 5011412-1092275e
2. Original Recorded Warranty Deed

Please put these documents away for safe keeping. It was a pleasure assisting you with this transaction. Should you have any questions, or if we can provide you with any assistance in the future, please call us.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Jill Bryant
Real Estate Closing Administrator for
C. Jeffrey McInnis, Esq.
Direct line: 850-362-7217
Email: jbryant@asglegal.com

Enclosures

First American	Owner's Policy of Title Insurance
Schedule A	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1092275e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 22-0074CJM
First American File Number: 1054-6104736

Address Reference: ANNA STREET AND BENNING DRIVE, DESTIN, FL 32541

Amount of Insurance: $692,000.00 Premium: $3,535.00

Date of Policy: December 08, 2022 at 11:22 a.m.

1. Name of Insured:

   The City of Destin, Florida

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   The City of Destin, Florida, a Florida municipal corporation

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)



First American

Exhibit A

ISSUED BY
First American Title Insurance Company
POLICY NUMBER
5011412-1092275e

Agent File Number: 22-0074CJM
FAST File Number: 1054-6104736

The land referred to herein below is situated in the County of OKALOOSA, State of FL, and described as follows:

Lot 2, SUMMERFELL AT OLD TOWN, according to the plat recorded in Plat Book 29, Page 43 of the Public Records of Okaloosa County, Florida formerly being a portion of property as described in Book 950, Page 594.

First American	Owner's Policy of Title Insurance ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-1092275e**
Schedule B	

Customer Reference Number: 22-0074CJM
First American File Number: 1054-6104736

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SUMMERFELL AT OLD TOWN, as recorded in Plat Book 29, Page(s) 43, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of CALHOUNS SUBDIVISION OF ADDITION TO DESTIN, as recorded in Plat Book 2, Page(s) 43-A, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1-6 above is/are hereby deleted.

Agent File Number: 22-0074CJM
Issuing Office File Number: 1054-6104736

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-1092275e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 22-0074CJM
Policy #: 5011412-1092275e

Issued By:

Anchors Smith Grimsley, Professional Limited Company
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

(This Policy is valid only when Schedules A and B are attached)

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

Recording Fee: $ 18.50
Documentary Stamps: $ 4844.00

THIS INSTRUMENT PREPARED BY:
C. JEFFREY MCINNIS, Attorney at Law
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
File No. 22-0074CJM

E-RECORDED Instr. # 3594999
Okaloosa County, FL
O.R. Book 3654 Page 1163
Date 12/8/2022 Time 11:22 Am

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WARRANTY DEED

THIS WARRANTY DEED is made effective the 8th day of December, 2022, by **GEORGE B. Winton, a married person** whose post office address for purposes hereof is 1917 Millbrook Dr, Johnson City, TN 37604-1485, (hereinafter called "Grantor"), to **The City of Destin, Florida, a Florida municipal corporation,** whose post office address for purposes hereof is 4200 Indian Bayou Trail, Destin, FL 32541, (hereinafter called "Grantee):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantees successors and assigns forever, all that certain land located in **Okaloosa County, State of Florida,** more particularly described as follows:

Lot 2, SUMMERFELL AT OLD TOWN, according to the plat recorded in Plat Book 29, Page 43, of the Public Records of Okaloosa County, Florida, formerly being a portion of the property as described in Book 950, page 594

PARCEL ID NO. 00-2S-22-5555-0000-0020

The land described herein is not the Homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

SUBJECT to covenants, restrictions, easements, reservations and other matters of record, if any now exist, which are not hereby reimposed.

TOGETHER WITH all and singular rights, privileges, hereditaments, and appurtenances to the Real Estate belonging or in any wise incident to appertaining thereto (collectively, the "Property").

TO HAVE AND TO HOLD, the same unto the said Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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 as otherwise stated herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective for all purposes as of the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: _____
(Witness Sign Above Line)
Printed Name: Kevin Vines

Witness #2: _____
(Witness Sign above Line)
Printed Name: Renee Verran

_____
George B. Winton

JANE A EUSTICE
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

STATE OF TENNESSEE)
COUNTY OF Washington)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 10 day of December, 2022, by George B. Winton

____ who is personally known to me OR

✓ who has produced a drivers license as proper identification and who did not take an oath.

_____
(NOTARY SEAL)

NOTARY PUBLIC
My Commission Expires: 2/25/25