

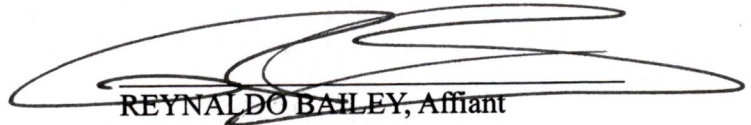
AFFIDAVIT OF CITY OF DESTIN, FLORIDA
CITY CLERK REYNALDO BAILEY

STATE OF FLORIDA
COUNTY OF OKALOOSA

The undersigned, REYNALDO BAILEY, who is personally known to me and who, after being first duly sworn, deposes and says:

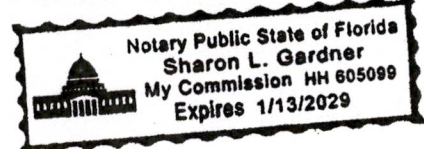
1. I am the City Clerk for the City of Destin, Florida, a Florida municipal corporation (the "City").
2. Attached hereto as Exhibit "A" is a true and correct copy of the Minutes of the February 17, 2026, City of Destin City Council meeting whereby the City Council of the City authorized and directed the City Manager to enter into the Purchase Agreement for 446 Calhoun Drive, Destin FL, 32541, with a Okaloosa County Property Appraiser Parcel ID Number of 00-2S-22-0310-000D-038C (the "Purchase Agreement"). The Purchase Agreement is attached hereto as Exhibit "B."
3. Article IV, Section 4.05(k) of the City Charter provides that the City Manager shall sign contracts on behalf of the City. A true and correct copy of Article IV, Section 4.05(k) of the City Charter is attached hereto as Exhibit "C."
4. Larry Jones is the City's City Manager. Larry Jones is therefore authorized and empowered to execute and deliver in the name of the City, all instruments necessary to carry out the closing transactions under the Purchase Agreement.

FURTHER AFFIANT SAYETH NAUGHT.


REYNALDO BAILEY, Affiant

Sworn to (or affirmed) and subscribed before me by X physical presence or online notarization, the 17th day of April 2026, by Reynaldo Bailey.


NOTARY PUBLIC – STATE OF FLORIDA



**REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 17, 2026
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 Dewey Destin

Councilmember Terésa Hebert
Councilmember Kevin Schmidt

Destin City Staff

City Manager Larry Jones
Projects/Grants/Contract Manager Jeffrey Cozadd
Public Information Director Tamara Young
City Engineer Robert Tomasek
HR Director Jaime Haynes
City Attorney Kimberly Kopp

City Clerk Rey Bailey
Parks & Recreation Director Lisa Firth
Principal Planner Daniel Butler
Finance Director Krystal Strickland
Senior Planner Jesse Hernandez
IT Director Andy Peters

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

Moved agenda item 4J – *446 Calhoun Avenue* up following the Consent Agenda.

Added a topic of discussion – *State Park on Holiday Isle* – under City Manager Report

Added a call for an additional executive session on the case *Carissa Harbarger; Rainbow Frost Ice Cream, Inc. v. City of Destin* under City Attorney Report.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve the agenda, as amended, passed 4-0 (Council members Geile, Bagby, and Braden were absent from the meeting)

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

- A. PW/PS Committee 2025 Annual Report/2026 Work Plan
- B. Rapid Flashing Beacon Potential Placement - Two Locations

Public Works/Safety Chairman Jim Wood reported that the committee had a relatively modest FY2025, with about \$89,000 spent on projects including linear trail crossings and the installation of three rapid flashing beacons. Additional accomplishments included adopting a new property maintenance code, completing area reviews, and making recommendations on road and sidewalk improvements. The committee also spent significant time addressing e-bike regulations, with progress toward adopting an ordinance based on nearby cities' models.

Looking ahead to FY2026, Mr. Wood outlined goals such as finalizing the e-bike ordinance, continuing infrastructure assessments, addressing maintenance concerns (like utility boxes), and recommending two new rapid flashing beacons at key midblock crossings near school bus stops and future student traffic areas. He emphasized that while infrastructure improvements are important, education and enforcement are critical to achieving safety outcomes.

Councilmember Schmidt raised concerns about a crossing section north of Beach Drive that lacks a stop sign and may become more hazardous as a nearby elementary school opens. He recommended the committee monitor this area closely and ensure that prior development safety requirements (like lighting and benches) were fulfilled.

The mayor highlighted the importance of expanding pathways and safety infrastructure, noting potential opportunities to leverage state or grant funding – such as Safe Routes to School programs – to improve sidewalks, crossings, and related safety features within school zones.

Public Works/Safety Committee Chairman Jim Wood presented the committee's 2025 Annual Report and 2026 Work Plan.

Councilmember Trammell moved for approval of the PW/PS Committee's recommendation for the placement of rapid flashing beacons at the existing mid-block crosswalks on Azalea Drive at Melvin Street and on Benning Drive at Maltezos Street intersections and would be funded by the PW/PS Committee's discretionary funds. Motion was seconded by Councilmember Hebert and passed 4-0.

Motion by Councilmember Schmidt, seconded by Councilmember Hebert, to approve the PW/PS Committee 2025 Annual Report/2026 Work Plan as presented passed 4-0.

2. PUBLIC COMMENTS

Mr. Mike Buckingham urged the city to move forward with purchasing property near the Destin Little League field for parking, even offering to personally donate money to help. Also criticized temporary barriers (4x4 posts) near the elementary school that restrict parent parking, suggesting short-term solutions like parallel parking instead.

Mr. Ricky Lynn Grant Jr spoke loosely about personal circumstances, wanting to become a homeowner, and possibly working with broader (even federal) systems. His comments centered on housing goals and general life direction.

Mr. Jeff Reese highlighted the importance of lower speed limits in school zones, citing data showing significantly higher fatality risk at higher speeds. Also expressed concern about county control over Norriego Point and encouraged greater public involvement.

Mr. Alan Osborne alleged serious misconduct and possible fraud involving public funds, calling for investigations regardless of political affiliation. Urged the council to take a stronger stance and push back against county officials.

Mr. Joe Fitzpatrick raised concerns about a city-managed stormwater system discharging onto his property without an easement, causing damage. He asked the council to clarify whether the city accepts responsibility or will allow him to proceed with corrective measures.

Mr. Curtis Gwyn strongly supported purchasing land for additional parking at the Destin Little League, emphasizing safety concerns and the benefit to children and families. Noted long-standing personal involvement with the league.

Ms. Christina Stevens requested removal or reduction of an \$82,000 code enforcement lien, explaining she was misled by contractors and did not intentionally violate rules. She asked for reconsideration based on her situation and progress toward compliance.

Ms. Leslie Schmidt expressed emotional support for improvements to Threadgill Park, highlighting its importance to families and future generations. She emphasized the need for better parking and pride in the community.

3. CONSENT AGENDA

- A. Replacement of 2017 John Deere 5055E Tractor (Parks & Rec), authorization to issue a Purchase Order
- B. Reimbursement to Mayor Bobby Wagner for expenses incurred while traveling to Tallahassee, Florida to attend the Florida League of Cities Legislative Action Days and Florida League of Mayors events from January 26-29, 2026.
- C. Destin Little League Opening Day Parade Request for use of City Right-of-way
- D. Approval of minutes of February 2, 2026, Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve Consent Agenda items 3A through 3D, as printed above, passed 4-0.

4. CITY MANAGER REPORTS

- A. Destin Fire District-Beach Safety Contract 2026

The City Manager explained that since the last discussion, two issues were addressed with the Destin Fire District regarding the beach safety contract. First, the contract now includes updated force majeure language, allowing for possible fee reductions if disruptions last longer than seven days, to be considered on a case-by-case basis. Second, the idea of using lifeguards to assist with code enforcement was ultimately removed, as the fire district and their legal counsel were not comfortable with that role or with adding language about "egregious violations."

Motion by Councilmember Destin, seconded by Councilmember Trammell, to authorize the mayor to execute the Interlocal Agreement between the Destin Fire Control District and the City of Destin to provide Beach Safety and Lifeguard Services on the City of Destin beaches for FY2025 passed 4-0.

- B. Resolution 26-02, Amendment to the Schedule of Fees, Section 2 (Building Permit and Developer Fees, correction) & Section 4 (34450X), Parking Facilities User Fees

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to adopt Resolution 26-02 passed 4-0.

C. Work Authorization Halff Associates for Crosstown Phase 2 CEI

The City Manager clarified that item 4C authorizes Halff Associates to begin work on Phase 2 (construction) of the Crosstown Connector project's CI component, noting that while the firm already holds the overall contract, this step formally permits them to proceed as construction starts.

Councilmember Trammell moved for approval of Work Authorization 2 with Halff Associates for the Phase 2 CEI of the Crosstown Connector Project associated with RFQ 25-06-CD and direct the City Manager to execute. Councilmember Hebert seconded the motion

D. Annexation Metes & Bounds Authorization

The City Manager presented this item, which concerns the authorization for a meets and bounds survey for potential annexation, noting that the city has a continuing service agreement with SAM Companies to perform the required surveys. The estimated fee for the survey is \$110,000, and funding is available. The City Manager highlighted the areas of interest based on their mapping exercise.

Councilmember Destin asked whether the meets and bounds survey would include all areas from the old incorporation, specifically up to the Walton County line.

Staff confirmed that the survey will include everything to the Walton County line that is not currently incorporated, which aligns with the council's intent.

Councilmember Destin moved to approve the Work Authorization of SAM Companies to complete the annexation metes and bounds survey as required by Florida Statutes; seconded by Councilmember Hebert. Motion passed 4-0).

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve a budget amendment to transfer funds from Code Compliance Billing Services to Council Professional Services in the amount of \$110,000 passed 4-0.

E. Artificial Intelligence in Planning Review Process (an Update)

The City Manager opened by informing the council about SwiftGV, a company using artificial intelligence (AI) for planning and permit reviews, and requested authority to continue discussions without asking for any immediate decisions.

The IT Director presented the platform, explaining that it can analyze large sets of documents, apply relevant codes, flag items for planners, and assist in permit review. He emphasized that AI acts as a collaborative tool and staff are already using AI for basic tasks like meeting minutes. The system was described as potentially transformative and more immediate than previously expected.

Councilmember Trammell moved to direct the City Manager to continue evaluation and negotiation of scope, pricing, and contract terms with SwiftGov.ai, including exploring a similar capability for code enforcement that can be integrated with the SwiftGov.ai system – and further direct that the City Attorney review any proposed agreement prior to council consideration. Motion was seconded by Councilmember Hebert.

Councilmember Destin cautioned against rushing into the technology, highlighting potential glitches, high costs (e.g., \$210,000 yearly maintenance), and the risk that AI could replace staff positions. He emphasized the need to carefully consider workforce impacts and ensure the technology is ready before full adoption.

The motion passed 4-0.

- F. Capital Project Status - Informational Only
- G. TDC Monthly Report - Informational Only
- H. Operations Financial Report - Informational Only
- I. Minutes of Boards and Committees - Informational Only

- J. 446 Calhoun Avenue Update

The City Manager reported on efforts to negotiate the purchase of the property at 446 Calhoun. Following direction from a previous meeting, staff contacted the new owners to determine a potential purchase price. The city calculated an offer that would provide the owners with a 10% return over time, amounting to approximately \$416,000 based on their \$400,000 purchase price.

The owners rejected this offer and stated their asking price was \$450,000. The city countered with \$435,000, but the owners maintained that \$450,000 was their final, non-negotiable price. The City Manager concluded by noting that this final offer of \$450,000 is now being presented for consideration.

Councilmember Schmidt moved to authorize the City Manager and City Attorney to prepare a contract for the purchase of 446 Calhoun for a purchase price of \$450,000, on the condition that the property's Future Land Use and Zoning be changed to Recreation prior to closing with permission of the seller/property owner. Councilmember Hebert provided a second to the motion, which passed 4-0.

K. State Park on Holiday Isle

The City Manager begins by referencing the earlier Board of County Commissioners (BOCC) meeting that took place this morning, noting that many members of the city council and the public – particularly Destin residents – had attended to follow discussions about the Holiday Isle State Park issue. He pointed out that several attendees left before the meeting concluded. He then explains that toward the end of the BOCC meeting, Commissioner Palmer made comments acknowledging that some individuals were no longer present to hear his remarks.

The City Manager then introduces a short video clip containing Commissioner Palmer's closing comments.

The following is a summary of Commissioner Palmer's comment:

Commissioner Palmer emphasized that efforts have been made to collaborate with the City of Destin and address concerns about the Holiday Isle State Park project, but communication has been largely one-sided and affected by misinformation. He noted that while nearby residents are vocal, the park is intended to serve the broader Okaloosa County population, not function as a private or neighborhood park.

Commissioner Palmer highlighted that planned improvements – including parking and a public marina – are designed for public benefit and tourism, not heavy commercialization. He clarified that the marina would offer limited services (such as rental slips) without major commercial features like fuel docks. He also argued that the site cannot realistically be converted into a natural conservation area due to existing infrastructure.

Commissioner Palmer urged patience and perspective, stressing the goal of creating a world-class public park that benefits the entire county rather than a small group of nearby residents.

At the outset of the discussion, the mayor requested that the City Attorney, noting her expertise in Land Development Code, read directly from the applicable development order before he asked a follow-up question.

The City Attorney read verbatim from Development Order 21-23, Page 4 of 8, Section I:

“Docking facilities are prohibited on the subject property except as an ancillary use to the residential development authorized in DO0917. No use of the docking facilities may be made, nor may a certificate of completion for the docking facilities be issued until such time as the city issues a certificate of occupancy for the previously approved multifamily residential development authorized by DO0917.”

The City Attorney then read Section J regarding prohibited activities:

“The docking facilities authorized herein are authorized as long-term residential boat slips for use by residents of the upland condominium development authorized by DO0917 and their guests. Any commercial use of the docking facilities is expressly and strictly prohibited. Commercial uses include any non-residential use of the docking facilities. Additionally, vessels must depart, remain docked, and return to the docking facilities at a frequency and intensity common to residential uses. Excessive departures and arrivals by a vessel or group of vessels at the docking facilities may be deemed a commercial use and is subject to enforcement action by the city. Subleasing or renting of any boat slip or part of the docking facilities by any non-resident of the upland residential development is considered a commercial use and is expressly prohibited. Nothing herein shall prohibit a lawful long-term tenant of the upland residential development from occupying a boat slip with permission of the unit owner.”

Following the reading, the mayor asked whether there was any recollection, knowledge, or documentation indicating that the county had been awarded jurisdiction, ownership, or any interest in the parcel by the state, noting repeated public statements suggesting the county may already own it.

The City Attorney responded that the land is owned by the state, that Okaloosa County has no ownership interest, does not currently have a lease, and that she is aware of no agreement between the county and the state regarding the property.

The mayor then asked whether any deed restrictions or requirements were imposed when the state purchased the land that would dictate its use.

The City Attorney stated she was unaware of any such restrictions, explaining that the only related document was a concept plan included in an application package, which the state did not

require. She emphasized there are no deed restrictions or contractual obligations mandating any specific development.

The City Manager added that staff have had numerous conversations with state officials and that the county appears to rely on language from a concept or management plan included in the cabinet approval packet, which referenced collaboration with the City of Destin. However, he confirmed that no management plan has been approved. The City Attorney further clarified that the state intended for the city to be involved and that the property was acquired for conservation purposes, with collaboration anticipated if the county were to obtain an interest.

Councilmember Destin emphasized the importance of continuing to work collaboratively with the county despite disagreements. He referenced prior cooperation with the state that required Conservation zoning, such as at Norriego Point, and explained that Conservation zoning allows passive uses while limiting commercial activity. He proposed that the city take a proactive step by offering to rezone the property to Conservation.

Councilmember Destin moved to place an item on the agenda for the next city council meeting to take a vote on working collaboratively with Okaloosa County to pursue rezoning of the subject property to Conservation – consistent with the Norriego Point Park – and to jointly move forward with development of a public park that reflects the community input expressed by county residents. Councilmember Hebert seconded the motion, which passed 4-0.

The City Attorney cautioned that statements made by a single county commissioner should not be interpreted as representing the entire commission, noting that other commissioners appeared open to collaboration and that some had reached out and engaged with city staff.

Councilmember Trammell then raised concerns that the definition of “Conservation” appeared to differ between the city and the county or state, noting that the county’s interpretation might allow vendor activity, rentals, and other uses, and that clarification would be necessary moving forward. She emphasized the importance of clearly defining and communicating the city’s standards for conservation in future discussions with the county.

In response, the City Attorney explained that the city’s definition of Conservation is governed by its Comprehensive Plan and Land Development Code, which allow features such as boardwalks, dune crossovers, and docks, but prohibit commercial activity, including renting slips.

L. Announcements

- 1) After reviewing the House and Senate budgets, all four of the city’s projects are included in both budgets, and they’re hoping the projects make it through committee and receive the Governor’s favorable consideration, noting they were pleased to have gotten that far.
- 2) Destin Parks Foundation held a fundraiser on Friday night, February 13th, that drew over 85 attendees, and the city expressed thanks to The Local Market for supporting the foundation by donating the food, with more information available at destinparksfoundation.org.
- 3) The Nancy Weidenheimer Dog Park now has a Little Free Library, which was installed on February 3rd and stocked for Valentine’s Day, and the community is encouraged to visit the dog park to check it out and borrow a book.

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 26-05-LC - Amending Article 8, "Transportation" of the Land Development Code; amending Section 8.06.00, "Vehicle and Parking Standard" and Section 8.09.00, "Multimodal Transportation District"; deleting multimodal Transportation District (MMTD) and replacing with "Parking Standards for Commercial Mixed-Use, Multifamily and Transit Oriented Development"; amending and removing parking reduction options; removing on-site parking maximums; removing alternative parking options as set forth herein; deleting Map 8-4 "Multimodal Transportation District Map."

The City Attorney read Ordinance 26-05-LC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 8, "TRANSPORTATION", OF THE LAND DEVELOPMENT CODE; AMENDING SECTION 8.06.00 "VEHICLE AND PARKING STANDARDS" AND SECTION 8.09.00 "MULTIMODAL TRANSPORTATION DISTRICT"; DELETING MULTIMODAL TRANSPORTATION DISTRICT (MMTD) AND REPLACING WITH "PARKING STANDARDS FOR COMMERCIAL MIXED-USE, MULTIFAMILY AND TRANSIT ORIENTED DEVELOPMENT"; AMENDING AND REMOVING PARKING REDUCTION OPTIONS; REMOVING ON-SITE PARKING MAXIMUMS; REMOVING ALTERNATIVE PARKING OPTIONS AS SET FORTH HEREIN; DELETING MAP 8-4 MULTIMODAL TRANSPORTATION DISTRICT MAP"; 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 Trammell, seconded by Councilmember Hebert, to approve Ordinance 26-05-LC on second reading, passed 4-0.

- B. First reading of Ordinance 25-28-LC - Amending Table 7-2 of the Land Development Code - "Table of Allowable Uses" to add coffee and tea manufacturing as a conditional use within the Industrial zoning district.

The City Attorney read Ordinance 25-28-LC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING TABLE 7-2 OF THE LAND DEVELOPMENT CODE "TABLE OF ALLOWABLE USES" TO ADD COFFEE AND TEA MANUFACTURING AS A CONDITIONAL USE WITHIN THE INDUSTRIAL ZONING DISTRICT; 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.

Mr. Alan Osborne raised concerns about how the proposed use is classified, arguing that it should be considered food processing rather than manufacturing because it involves processing naturally grown products rather than creating new materials. He cautioned that this distinction could have legal implications. More importantly, he emphasized potential health risks, noting that airborne particles from food processing – such as

coffee, nuts, or oils – could trigger allergic reactions in nearby residents, making the issue more serious than odor alone. He explained that many municipalities restrict such activities to heavy industrial zones for this reason, but noted that the city's small geographic size makes it difficult to adequately separate these uses from residential areas. Mr. Osborne recommended requiring an independent impact study, funded by any applicant, to evaluate potential effects on the community. Overall, he urged caution, highlighting the risks of setting a precedent without fully considering health, legal, and community impacts.

Having no other public comments, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Some council members expressed concern based on a prior operation on Mountain Drive that generated persistent and unpleasant odors, leading to numerous complaints from nearby residents. Because industrial areas in the city are often located close to residential neighborhoods, some members worried that approving the amendment could recreate similar quality-of-life issues.

The City Attorney clarified that passing the ordinance would not automatically approve any specific project; instead, it would allow applicants to seek conditional use approval, which would require a separate review process. During that process, the council could evaluate site-specific factors such as traffic, scale, land-use compatibility, and mitigation of impacts, including odors, even if not explicitly listed in the criteria.

Despite this explanation, some council members remained skeptical, with a few willing to support the measure on first reading to allow for further public input, while others opposed it outright, arguing that previous negative experiences demonstrate the use is inappropriate for the city. There was also debate about whether industrial zoning is truly suitable, given the city's limited size and proximity between industrial and residential areas.

Councilmember Schmidt moved for the approval of the proposed LDC Text Amendment adding "Coffee and Tea Manufacturing" as a "Conditional use" within the Industrial zoning district in Table 7-2: Table of Allowable Uses of the Land Development Code. Councilmember Hebert provided a second to the motion. Motion passed 3-2 (Council members Schmidt and Destin voted "yes"; Council members Hebert and Trammell voted "no"; Mayor Wagner cast a tie-breaking vote of "yes").

- C. First reading of Ordinance 26-11-CC - Amending Section 14-86 relating to application to city council for reduction of existing code compliance liens.

The City Attorney read Ordinance 26-11-CC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING SECTION 14-86 RELATING TO APPLICATIONS TO CITY COUNCIL FOR REDUCTION OF EXISTING CODE COMPLIANCE LIENS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Motion by Councilmember Destin, seconded by Councilmember Hebert, to approve Ordinance 26-11-CC on first reading passed 4-0.

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

- A. Councilmember Braden
- B. Councilmember Trammell

Councilmember Trammell thanked attendees of the Parks Foundation fundraiser and explained the effort to raise private donations to improve the existing pavilion at Clement Taylor Park in recognition of the site as Destin's first schoolhouse, directing the public to donate online and noting plans to sell commemorative bricks.

- C. Councilmember Destin

Councilmember Destin raised concerns about a long-running drainage problem affecting Mr. Fitzpatrick's property. He requested that staff identify mitigation options, costs, and potential stormwater grants to pursue.

The City Manager reported staff research showing the drainage path reflects historic flow patterns documented from the 1930s–1950s, reported that no recorded easement was found, and said staff would continue assisting Mr. Fitzpatrick and explore grants and engineering solutions based on council direction.

- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember Geile
- G. Councilmember Schmidt

Councilmember Schmidt invited the council and staff to the Little League opening day celebration on March 7. He also addressed Destin Elementary School parking changes as a safety measure, explaining why posts-and-rope were installed and that future adjustments could be considered.

- H. Mayor Wagner

The mayor asked for the approximate cost of the Kelly Street posts-and-rope and requested the concept be placed on a future agenda under his name to consider a similar, more attractive approach at Crystal Beach.

- I. City Attorney Kimberly Romano Kopp

- 1) Call for Executive Session in *Kristopher Ross Mercurio v. City of Destin*, 2022 CA 3170 (Okaloosa County), at 5:15 PM, on March 2, 2026, in the City Hall Annex Council Chambers.
- 2) Call for Executive Session *Carissa Harbarger; Rainbow Frost Ice Cream, Inc.; Ronald Ellison and William Ellison, Plaintiffs v. City of Destin, Florida, Defendant, et al* in the U.S. District Court, Northern District of Florida, Pensacola Division, Case No. 3:25-cv-00550-MCR-ZCB (ECF 20)

7. PUBLIC COMMENTS

Mr. Allan Osborne criticized the idea of renegotiating an interlocal agreement regarding the Holiday Isle State Park property, calling it a losing strategy, and accused officials of

misrepresenting facts about beachfront property jurisdiction. He encouraged the council to “stand tall,” be more assertive, and consider public input earlier in decision-making. He closed by emphasizing constitutional principles, grassroots action, and his support for environmental protection.

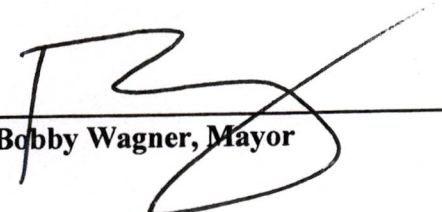
Mr. Joe Fitzpatrick explained that he has owned his property for four years but only recently uncovered the extent of the drainage issues. He stated that historical city decisions routed water directly onto his parcel, leaving no alternative flow path. He thanked the council for their attention and expressed hope for a timely resolution to address the problem.

Ms. Carrie Harbarger expressed frustration over a legal dispute with the city, describing it as unfair and claiming she was “bullied” and outmatched by city-funded legal resources. She emphasized that mediation and settlement discussions have not resolved the underlying issue, warning that the same conflicts – particularly “ice cream wars” on the beach – will continue into the upcoming season. While acknowledging one city official’s efforts, she criticized the broader handling of the situation and urged the council to address future impacts rather than just settling past disputes.

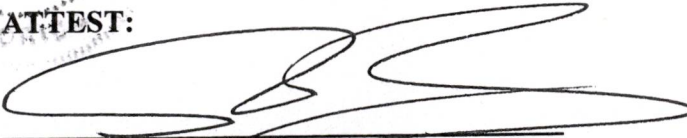
ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:25 PM.

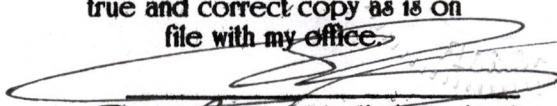




Bobby Wagner, Mayor

ATTEST:


Rey Bailey, City Clerk

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

Rey Bailey, City Clerk, Destin, FL

**PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF DESTIN AND
SANDCASTLES SUITES LLC FOR
446 CALHOUN AVENUE**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") entered into this 27/0 day of February, 2026 ("Effective Date") between **SANDCASTLES SUITES LLC** whose address is PO BOX 6096, Miramar Beach, FL 32550 ("Seller"), and **THE CITY OF DESTIN, FLORIDA**, whose address is 4200 Indian Bayou Trail, Destin, Florida, 32541, ("Buyer") (Seller and Buyer are collectively hereinafter referred to as the "Parties").

RECITALS

- A. **Property.** The subject property is a .78 acre parcel of residential land located adjacent to the City-owned Threadgill Park, and having the assigned postal address of 446 Calhoun Avenue, Destin, Okaloosa County, FL 32541, with Okaloosa County Property Appraiser Parcel ID Number: 00-2S-22-0310-000D-038C (the "**Property**"). The Property includes any and all improvements, fixtures, timber, water, minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian and littoral rights, timber rights access rights and mineral rights.
- B. **As Is Condition.** Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the Property from Seller in its "As Is" condition on the terms and conditions set forth in this Agreement.
- C. **Authority.** The City Council of the City has authorized the City Manager to execute this Agreement at a duly noticed regular City Council meeting held on February 17, 2026.
- D. **Contact Information.** The contact information for the Parties to this Agreement is as follows:

FOR BUYER:

Larry Jones, City Manager
 City of Destin
 4200 Indian Bayou Trail
 Destin, FL 32541
ljones@cityofdestin.com
 850-837-4242

FOR SELLER:

Lara N. Watt
 Sandcastle Suites, LLC
 PO Box 6
 Miramar Beach, Florida
lalanwatt@gmail.com
 614-638-1345

With a copy to :

Kimberly Romano Kopp, City Attorney
 City of Destin
 PO Box 5524
 Destin, FL 32541
 407-430-7070
kkopp@cityofdestin.com

Joseph McNair, Esq.
 350 W. Cedar St.
 Suite 401
 Pensacola, Florida 32502
 770-855-3177
joseph@mcnair-law.com

THE ABOVE RECITALS ARE HEREBY INCORPORATED HEREIN AND THE PARTIES FURTHER AGREE AS FOLLOWS:

1. **Purchase and Sale.** In consideration of an earnest money deposit by Buyer to Seller in the amount of One Thousand Dollars and 00/100 (\$1,000.00) (the "Deposit") and other good and valuable consideration as set forth below, to be delivered to The Closing Agent within 48 hours of the execution of this Agreement, and sufficiency of which is hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period.** The period of time from the effective date of this Agreement through the Closing Date, shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer. Any surveys, environmental assessments, or other reports, studies or any other documents of any kind whatsoever obtained by Buyer related to the Property, whether obtained during the Inspection Period or otherwise, shall be provided to Seller within ten days of Seller's request if Buyer cancels this Agreement or does not close as required hereunder.

3. **Purchase Terms.**

a. **Price.** The purchase price for the Property shall be Four-Hundred and Fifty Thousand Dollars and 00/100 (**\$450,000.00**) (the "**Purchase Price**").

b. **Method of Payment.** The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing.** In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place **on or before April 20, 2026**, at a time and place mutually agreeable to the parties and the Closing Agent. The Parties may arrange to close by mail. Seller shall have the right to extend the closing date if it reasonably believes the City is not acting in good faith to process its application pursuant to Paragraph 11. The Closing Date may also be extended by mutual written agreement between the parties. The Closing Agent for this transaction shall be Anchors Smith Grimsley, PLC.

Closing Agent shall deliver to Buyer at closing the following documents prepared by Closing Agent and approved by Seller:

a. a warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any, and;

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens,

boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

c. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

d. closing statement.

Possession of the Property shall pass to Buyer at time of closing.

5. **Closing Expenses and Prorations.**

- a. Buyer shall pay all costs associated with the closing of this Purchase and Sale Agreement and the transfer of title of the Property, including, but not limited to: i.) transfer and documentary taxes on the deed of conveyance, if any; ii.) recording fees for the deed of conveyance; iii.) the cost of the survey; iv.) the cost of the hazardous materials audits; and v.) the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, the lender's title insurance premium (if applicable) and all other costs associated with the preparation and delivery of the owner's and lender's title insurance policies.
- b. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title.**

- a. Within fifteen (15) days of the effective date of this Agreement, Closing Agent shall provide a commitment for a title insurance policy from First American through Closing Agent on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid in accordance with Section 5.
- b. Buyer may object to any matter of title that would render title unmarketable or uninsurable. Such objections to title shall be specified in writing and delivered to Seller within ten(10) days from the date of receipt of the title commitment by Buyer.
- c. In the event Buyer timely notifies Seller of objections to title, Seller may or may not make efforts to cure such title defects within thirty (30) days from receipt of notice.
- d. If Seller is unable to make title to the Property such as is required by Buyer by the closing date, or chooses not to make efforts to cure the title, then Buyer shall have the right to:
 - i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the Parties shall be relieved of any further obligations hereunder; or
 - ii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey.** Seller shall provide to Buyer any boundary surveys in Seller's possession and Buyer shall be entitled to obtain a survey of the Property if desired. If a survey by Seller or Buyer's surveyor discloses any state of facts which materially or

adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above.

8. **Future Land Use and Zoning Contingency.** This Agreement is contingent on the Destin City Council changing the Future Land Use designation and Zoning classification of the Property from Bay Estates (BE) to Recreation (REC) prior to the Closing Date (unless an extension is otherwise agreed by the parties in writing). Seller acknowledges and agrees that such changes from BE to REC are made with Seller's full authorization. Nothing herein shall obligate the City Council to change the Future Land Use or Zoning of the Property, and any such decision shall be in the sole discretion of the City Council after duly held public hearings with public input. In the event the Closing does not occur, the Future Land Use Designation and Zoning shall remain Bay Estates (BE) or shall be returned to Bay Estates (BE) at no cost to Seller
9. **Hazardous Materials.** Buyer may obtain a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTM E 1527-15. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.
10. **Representations and Warranties of Seller.**

Seller represents and warrants to Buyer that:

(a) Seller currently has, and shall have at closing, good and marketable fee simple title to the Property.

(b) Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement.

(c) No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer or anytime thereafter. This includes any person with a leasehold interest or an agreement to rent the Property on a long-term or short-term basis.

(d) Seller represents that Seller does not know of any violations of governmental laws, rules, and regulations that materially affect the value of the Property.

(e) Flood Zone: Buyer is advised to verify by survey or with appropriate governmental agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(f) Homeowner's Association: As of the date of closing, the Property will not be subject to a mandatory membership in a Homeowner's Association.

If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or

representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property.

11. **Notices.**

All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, electronic mail, first class mail, or courier service, in accordance with the information set forth in Recital "A."

12. **Binding on Successors.** This Agreement shall be binding not only upon the Parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. **Remedies upon Default.** In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer may elect to receive the return of its earnest money deposit for Seller's default or Buyer may elect to pursue a specific performance action against the Seller. In the event of a default by Buyer, Seller shall have the right to pursue a specific performance action against Buyer, or pursue any other available legal or equitable remedies.

14. **Entire Agreement/Modification.** This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

15. **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

16. **Acknowledgement.** In the event temporary or permanent informational plaques or signs are placed by Buyer on sites purchased under this Agreement, such plaques will include statement indicating that the sites were acquired with the assistance of Seller, and shall contain Seller's logo. Such logo shall be readable from the distance at which the sign was intended to be read.

17. **Time is of the Essence.** Time is of the essence for all provisions of this Agreement.

18. **Brokers/Real Estate Agents.** The Parties acknowledge and agree that no real estate broker or agent is involved in this transaction and that no commission or other compensation will be owed to any broker or real estate agent as a result of this transaction.

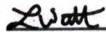
19. **Attorney Fees and Venue.** Each party shall pay its own attorney's fees and costs incurred in any litigation relating to this Agreement and any and all documents relating to this Agreement. The parties acknowledge and agree that this Agreement was entered into in Okaloosa County, Florida and if any litigation results from an alleged breach of this Agreement by any party, the exclusive venue and jurisdiction for any such litigation that relates in any way whatsoever to this Agreement, or any and all documents or instruments executed pursuant to this Agreement shall

be the state courts of Okaloosa County, Florida.

20. **Assignment.** Buyer may not assign this Agreement without written approval of Seller.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the dates set forth below.

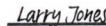
SELLER
SANDCASTLES SUITES LLC



Lara N. Watt (Feb 26, 2026 20:03:08 CST)

Lara N. Watt, Managing Member

BUYER
CITY OF DESTIN



Larry Jones (Feb 27, 2026 15:27:29 CST)

Larry Jones, City Manager

The form and legal sufficiency of this Agreement has been reviewed for the City of Destin, only.



Kimberly Romano Kopp, City Attorney

ARTICLE IV. - ADMINISTRATIVE

Section 4.01 - City manager.

There shall be a city manager who shall be fully engaged in work for the city and shall serve at the pleasure of the city council.

(Res. No. 90-31, 9-6-90, Ref. of 11-6-90)

Section 4.02 - City manager; qualifications; term of office.

(a) *Qualifications.* The city manager shall be appointed by the council subject to a 70 percent vote of approval by the council.

(Res. No. 90-31, 9-6-90, Ref. of 11-6-90)

Section 4.03 - Salary.

The compensation for city manager shall be fixed by the council.

(Res. No. 90-31, 9-6-90, Ref. of 11-6-90)

Section 4.04 - Vacancy in office of city manager.

Any vacancy in the office of city manager shall be filled by the city council.

(Res. No. 90-31, 9-6-90, Ref. of 11-6-90)

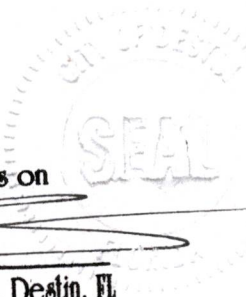
Section 4.05 - Powers and duties of city manager.

The city manager shall:

- (a) Attend the meetings of the council.
- (b) Draw and sign vouchers upon the depositories which vouchers shall be countersigned by the mayor, or mayor pro tem, and keep a true and accurate account of same. The city manager shall prepare and submit to the council once each month a statement of all finances, receipts, and disbursements.
- (c) Sign all licenses issued by the city, and issue receipts for all moneys paid, to the city manager, and shall deposit said money in the proper depositories on the first regular banking day after receipt.
- (d) Provide administrative services as required by the mayor and council.
- (e)

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

Rey Bailey
City Clerk, Destin, FL



Appoint and, when deemed to be in the best interest of the city, suspend, or remove any city employee except as otherwise provided by law, this charter, or personnel rules adopted pursuant to this charter. Such suspension or removal shall be subject to review and reversal upon appeal, as set forth by ordinance. The city manager may authorize any administrative officer who is subject to the city manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency, subject to the same appeal procedure.

- (f) Direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this charter or by law.
- (g) See that all laws, provisions of this charter, and acts of the council, subject to his direction and supervision, are faithfully executed.
- (h) Prepare and submit the annual budget, budget message, and capital programs to the council in the form prescribed by general law.
- (i) Submit to the council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (j) Keep the council fully advised as to the financial condition and future needs of the city and make recommendations to the council concerning the affairs of the city.
- (k) Sign contracts on behalf of the city.
- (l) Perform such other duties as are specified in this charter or may be required by the council.

(Res. No. 90-31, 9-6-90, Ref. of 11-6-90)

Section 4.06 - City clerk—Powers and duties.

- (a) The city clerk shall be fully engaged in work for the city.
- (b) The city clerk shall be keeper of the city seal.
- (c) The city clerk shall serve as clerk of the council who shall give notice of council meetings to its members and to the public, shall keep the minutes of its proceedings which shall be a public record, shall provide administrative services as required by the council.
- (d) The city clerk or deputy city clerk shall attend all meetings of the council.
- (e) The city clerk shall be custodian of all city records.
- (f) The city clerk shall perform such other duties as may be required by the city council or the city manager.

(Res. No. 90-31, 9-6-90, Ref. of 11-6-90)