

**REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 18, 2018
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL *(Matters not specifically listed on the agenda may be added and acted upon with a super-majority vote of the Council members present and eligible to vote on the matter)*

1. APPROVAL OF MINUTES

A. Approval of minutes of May 17, 2018 city council workshop

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (No public comments)

A. Pointe Resort Marina - Net Positive Public Benefit - Mr. Matt Trammell, Taylor Engineering, Inc.

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA (All agenda items other than those under Number 5)

(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)

4. CITY MANAGER REPORTS

5. PUBLIC HEARINGS

A. First Reading of Ordinance 18-06-LC, an Ordinance of the City of Destin, relating to the establishment of the Technical Review Committee (TRC)

B. Second Reading of Ordinance 18-10-CC, an Ordinance of the City of Destin amending Article VI - Registration of Short-term rentals.

6. *CONSENT AGENDA (No public comments)

A. Reimbursement to Councilmember Skip Overdier for expenses incurred while traveling to Jupiter, Florida to attend the Institute for Elected Municipal Officials (IEMO) Training from June 7 - 11, 2018

B. Contract Extension with CrowderGulf

C. Sports Field Mower Lease Renewal
Resolution 18-20

7. **COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY** (No public comments)

A. Councilmember Braden

Discussion of ordinance regarding vehicles on beach

B. Councilmember Ramswell

C. Councilmember Dixon

D. Councilmember Overdier

E. Councilmember Marler

Nomination of Ms. Barbara Mizell for membership to the Harbor CRA Advisory Committee

F. Councilmember Destin

G. Councilmember Morgan

H. Mayor Gary Jarvis

I. Land Use Attorney

J. City Attorney

8. **ADJOURN**

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

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

***** 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.**

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

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242.

Personas con discapacidades que necesitan asistencia o personas que necesiten ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-

4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

Note: *Persons who wish to provide public comments on agenda items are requested to fill out a blue speaker card and submit it to the City Clerk at the start of the meeting.*

Persons who wish to provide public comments on any other matters not on the agenda are requested to fill out a yellow speaker card and submit it to the City Clerk at the start of the meeting.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel, www.youtube.com/CityofDestin. Past council meetings can also be viewed here.

Please visit our agenda center on the city website at www.cityofdestin.com/agendas

**MINUTES
SPECIAL WORKSHOP
DESTIN CITY COUNCIL
MAY 17, 2018
CITY HALL ANNEX
COUNCIL CHAMBERS
6:00 PM**

The Council for the City of Destin met in special workshop session with the following members present:

Destin City Council

Mayor Gary Jarvis
Councilmember Parker Destin
Councilmember Cyron Marler

Councilmember Chatham Morgan
Councilmember Skip Overdier
Councilmember Tuffy Dixon

Destin City Staff

City Manager Carisse LeJeune
Community Development Director Jennifer Bryla
City Planner Stuart Campbell

City Clerk Rey Bailey
Parks & Rec Director Lance Johnson
City Attorney Jeffrey Burns

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 6:00 PM. He called for a moment of silence; which was then followed by the Pledge of Allegiance.

I. INTRODUCTION:

City Manager Carisse LeJeune explained the purpose of the workshop. She stated that in order for City staff to draft the correct language for the City of Destin Tree Protection Ordinance they would need to obtain answers to the following questions. She continued that getting clear direction from the City Council will enable staff to create an ordinance with understandable language, clear processes, and ensure fair and equitable treatment for everyone involved. Once the ordinance is drafted, they would send it to the City's legal team to review for legal sufficiency and then to the City Council for adoption.

- What is the intent of the Tree Protection Ordinance?
- What area of the City should it cover (city-wide, only residential neighborhoods, only recreational areas)?
- Are we treating everyone the same (businesses, homeowners, developers...)?
- Are all trees the same (Pine Trees, Palm Trees, Deciduous Trees, Conifers...)?
- Does size matter (saplings, mature, historic, specimen...)?
- Maintenance standards (who can maintain)?
- How will it be regulated? Is a permit necessary? Is there a fee?
- Who issues a permit?
- Who decides if a tree is sick or dead or unsafe, which would allow the property owner to cut the tree down?
- What are the consequences if the guidelines are not followed?

The City Attorney noted that at their last meeting, the Council directed that the City's volunteer committee ordinance be amended establishing a Tree Ordinance Committee. He discussed this issue with the City Manager, and that they both felt it would be more beneficial to have the City staff draft the tree protection ordinance, for the City's attorneys to review it for legal sufficiency, and then bring present it for review and approval by the Council. He added the Council could still establish a Tree Ordinance Committee if they feel it is necessary after reviewing the draft ordinance.

II. COMMENTS FROM THE PUBLIC

The Mayor announced he would allow public comments pertaining to this subject at this time.

Ms. Sandra Early, a Destin resident, objects to creating a new tree protection ordinance; adding that if the City insists on doing so and prevents her from cutting down her trees to protect her property, she would hold the City liable if a tree falls and damages her property. She suggests putting the ordinance to a vote by the citizens of Destin before adopting it.

Ms. Mona Schoenfeld, a Destin resident, questions the necessity for the City to generate such an ordinance at this time.

Councilmember Morgan explained that its purpose is to preserve the tree canopy and that having such an ordinance is quite common with municipalities across the country. In addition to its environmental benefits, every tax appraiser in the country would opine that a healthy tree canopy raises property values; adding that clear cutting of trees devalues neighborhood properties.

Mr. Charlie Saleeby, a Destin resident, argues that such an ordinance puts the burden on home owners by having them pay a tremendous amount of money for cutting trees on their property. He stated that commercial properties normally do the clear cutting, but most residential home owners want to keep trees in their yards. He continued they may have to cut down some trees in order to build a home, but they would not necessarily remove them all; and that creating such an ordinance would prevent property owners from building a house on their property.

Mr. Jim Telford, a Destin resident, stated that the new tree ordinance the Council previously adopted and in the process of repealing was too broad and difficult to understand. He also stated that he agrees with saving heritage trees, but the needs to come up with a better definition for heritage trees.

Mr. Ben Hammet, a Destin resident, stated that he has been studying up on trees with the International Society of Arborists (ISA); and that the first thing they emphasize with regards to tree preservation is deciding which trees to preserve. He continued that ISA publication emphasizes focusing on high quality trees on higher density urban development.

Mr. Saleeby argues that the City itself is guilty of clear cutting because they have recently done so on Calhoun Drive area.

The City Manager explained that several trees were hit by lightning in that particular area of Calhoun Drive. The State owned that property and took the damaged trees down. She continued that some termite infested trees were also taken down for safety reasons. She added that the State will be building a park and putting in new landscaping and planting new trees in that area.

Mr. Shawn Dahnke, a Destin resident, remarked there is no need for the City to put restrictions on residential home owners because most of them love trees; adding that the perceived problem was brought about by commercial developers and not by residential home owners. He continued that 85 to 90 percent of residential home owners would agree with him if they put this issue to a vote.

Ms. Sandy Trammell, a Destin resident, noted that the previous tree ordinance takes effect once the newly adopted tree ordinance is rescinded; however, that ordinance does not have the necessary authority or enforcement power. She also stated that when they built their homes in Destin, there was a requirement to have a certain number of trees on the property based on the size of the lot. She suggests keeping a similar requirement in the new code, but establishing different criteria for each zoning district; adding it should not be a “one size fits all” concept.

Ms. Myra Williams, a Destin resident, stated she is in favor of preserving trees for the City of Destin and its future generation. It should be regulated in residential areas also as there should be some obligation on the part of all property owners to keep some trees in their lots. She continued she had lived in Destin for nearly 32 years and had witnessed clear-cutting of many residential lots without mitigation. She stated that the tree protection ordinance needs to be crystal clear on how different species of trees would be handled, how rules are going to be implemented and enforced. The permitting process needs to be well-defined so that the average citizen will know when to get a permit and which procedure to follow. She also stated that a grievance process needs to be added because a citizen has the right to be heard. She suggests allowing trees to be cut down for safety reasons and not requiring a permit for pruning to allow people to maintain their trees and let them grow.

Ms. Aubrey Santucci, a Destin resident and a certified arborist, maintains that setting a requirement for all property owners to have a certain number of trees in their front yards would help grow the tree canopy overtime and help the code enforcement personnel determine code compliance. It would also allow the City to achieve its goal for mitigation when a property owner clear cuts their lot.

III. CITY COUNCIL DISCUSSION TOPICS:

The City Council discussed the following bullet points.

➤ What is the intent of the Tree Protection Ordinance?

Councilmember Morgan noted that the primary intent is to protect the tree canopy that had been decimated over the past 30 years. He continued that the only way to preserve a 150-year old Live Oak Tree and to deter people from cutting it down is to impose a heavy fine of \$5,000 to \$10,000; however, he does not think they could pass an ordinance that has strict enough penalties that the public would tolerate.

Mayor Jarvis remarked that everyone in the Council wants to protect the historic canopy in the community and they are looking for staff to develop a scope of intent in the ordinance; adding this is an issue every jurisdiction faces when they consider the health and well-being of tree canopies as part of making their community a good place to live.

According to Councilmember Destin, they need to plan to underground the utilities and replant more trees in order to reinvigorate their downtown area and be able to compete with the pre-planned communities on the eastern portions of Okaloosa and Walton counties. Trees take a long time to grow and so the City needs to start planting more trees now starting at the U.S. Hwy 98. He added that a perfect example is the road in front of The Home Depot in Destin where trees were planted on both sides of the road 10 years ago. Those trees now shade a lot of the roadway and beautify the entire area.

Councilmember Marler suggests putting more trees along Kelly Street in front of Destin Elementary School.

The City Manager stated that due to storm water issues, they are limited as to the amount of trees they could plant in that area; however, they would contact the school principal and the school district to see if there is a way to put more trees in that corridor.

Councilmember Dixon stated they would need to be careful trees do not obstruct the vision of motorists going in and out of the school.

➤ **What area of the City should it cover (city-wide, only residential neighborhoods, only recreational areas)?**

The City Manager stated they could break it down into different residential zoning areas.

Mayor Jarvis noted that the City of Tallahassee has established corridors with specific set of rules outside of residential and commercial development areas; which is something the City may want to consider. He suggests setting a baseline standard for tree canopy for the entire community, but using the exemption process to address unique needs in specific areas.

The City Manager stated that she agrees with establishing the baseline for tree canopy, but in order to do so they would need more direction from the Council as to their baseline expectation for the different neighborhoods. She also announced that City staff is currently doing a tree inventory in City parks. Based upon that tree inventory, they would be able to determine where the “pockets” are so that whenever they have the opportunity to plant trees they would know exactly where to place them.

➤ **Are we treating everyone the same (businesses, homeowners, developers...)?**

Councilmember Destin stated that homesteaded landowners cutting down and removing trees are different than commercial developers because they do not generally clear cut their lot to develop it and make money. He continued there is a very significant profit incentive for commercial developers to clear cut lots that are being sub-divided in order to get as much square footage of a house as possible. He suggests they consider providing an exemption for individual residential property homesteaded landowner, and to have a different set of rules for single-family residential development.

There were some discussions relative to mitigation.

Ms. Myra Williams stated she was involved in drafting the current tree ordinance, and that the mindset for the mitigation was taken directly from the City of Fairhope, Alabama who has a very nice tree canopy throughout the community. She also stated they set the fines higher for

commercial developers because they believed a \$100 or \$200 fine is not a deterrent for those wanting to subdivide a particular lot and clear cut large historic trees as they would simply be added to construction costs.

Councilmember Marler noted that the tree ordinance they just adopted and soon to be rescinded, puts the burden on residential homeowners to justify cutting down their trees and then have to suffer through a difficult process in order to do so. However, a similar burden has not been placed on utility companies such as Gulf Power who recently took out a complete tree canopy in one area of the City to give power to a City project. He continued they would need to place similar burden on utility companies in order to have a successful tree protection ordinance.

The City Manager noted that State statutes exempt utility companies from having to comply with the City's tree protection ordinance.

According to the City Attorney, there is an exemption for utility companies cutting trees that are within the rights-of-way; however, they are held accountable for damaging or killing trees that are outside the rights-of-way.

➤ **Are all trees the same (Pine Trees, Palm Trees, Deciduous Trees, Conifers...)?**

The Mayor stated they need to start establishing the different types of trees they want to target for preservation or mitigation. A big focus should be on those trees that are indigenous to this area such as Live Oaks, Magnolias and Dogwoods.

➤ **Does size matter (saplings, mature, historic, specimen...)?**

The Mayor recommends looking into particular portions of the current tree ordinance as well as the previous landscaping ordinance and trying to come up with a satisfactory compromise in terms of sizes and types of trees and focusing on species native to this area. He added that simplicity and clarity is important when they start identifying species and sizes so people can clearly understand what qualifies under those standards.

Councilmember Marler stated he is not in favor of Palm Trees especially those not indigenous to this area. He suggests placing priorities on the types of trees that are native to Destin.

➤ **Maintenance standards (who can maintain)?**

The Mayor noted maintenance standard in the previous landscape ordinance was clear and concise; however, it is much more detailed in the current ordinance. He also suggests leaving maintenance standard up to the owner with a homestead exemption.

The City Manager stated that the City will have three different departments that would be working together on this issue; adding that maintenance standard is something that they know very well and would keep it very simple and understandable.

➤ **How will it be regulated? Is a permit necessary? Is there a fee?**

Councilmember Dixon stated that a residential homeowner should be allowed to cut down their own tree without a permit; but if they hire a contractor to do the work, that contractor has to obtain a permit.

Ms. Aubrey Santucci stated it may pose a real safety problem if they incentivize homeowners to try to perform one of the most dangerous jobs of cutting down trees. She suggests not exempting anyone from the permitting process for safety reasons.

Councilmember Dixon maintains that if a residential homeowner feels they could cut down a 10 to 12 inch tree on their own, they should be allowed to do so without requiring a permit.

Councilmember Destin stated that the only time the homeowner should be required to pull a permit to cut a tree down is if the tree is in the right-of-way.

Ms. Santucci asked if commercial properties would be required to pull a permit for tree trimming.

Councilmember Dixon recommends not requiring a permit for tree trimming because it is beneficial for tree growth.

➤ **Who issues a permit?**

The City issues a permit.

➤ **Who decides if a tree is sick or dead or unsafe, which would allow the property owner to cut the tree down?**

Ms. Santucci asked if the City would require a certified arborist to determine if a tree located on commercial property is sick, dead or unsafe, and if a permit is required to remove the tree.

Councilmember Destin suggests getting verification from a certified arborist that a tree on commercial property is sick, dead or unsafe before cutting it down; and to have mitigation action in place.

Councilmember Marler suggests including a criteria for removal of nuisance tree.

The City Manager stated that the direction from Council seems to be that there are several criteria that are acceptable for cutting down trees on commercial property; and that part of the permitting process is to require inspection by a City arborist to verify all of these criteria.

➤ **What are the consequences if the guidelines are not followed?**

The City Manager noted the previous tree ordinance does not have the necessary authority or enforcement power.

Councilmember Destin stated that since they have shifted their focus on the commercial property because there is profit incentive, they would need to impose stiff fines for violators in order to get the commercial sector to comply with the rules. He would not recommend imposing a heavy penalty for a homesteaded property owner who accidentally cuts a tree down that is in the right-of-way because most people are not generally aware of the exact right-of-way location at their homesteaded property. However, if they hire a contractor to do the work, that contractor would be expected to know and advise the homeowner of the location of the right-of-way.

According to the City Manager, they have enough information to be able to draft the tree protection ordinance to be reviewed by the City's attorneys and brought forward for Council consideration.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:20 PM.

ADOPTED THIS 18TH DAY OF JUNE 2018
By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Pointe Resort Marina - Net Positive Public Benefit - Mr. Matt Trammell, Taylor Engineering, Inc.

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Speaker Form - Matt Trammell, Taylor Engineering
2. 06.08.18 Point Resort DO 09-17 Letter
3. 0975_setback_waiver_ltr
4. 2018-06-12 Public Benefit FIGURES
5. 2018-06-12 Public Benefit Letter
6. 2018-06-12 Public Benefit Presentation
7. DO 09-17 March 2022 Pointe Resort LLC
8. Harbor Dredging FDEP Permit
9. HIIA Settlement Recorded

10. OCSD 20180612_154325
11. Pointe Resort Permit Dwgs

SPEAKER'S FORM
City of Destin Council Meeting

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

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

The City appreciates your cooperation and adherence to these guidelines.

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

DATE OF REQUEST: 6/13/18 *COUNCIL MEETING DATE: 6/18/18

*NAME: MATTHEW TRAMMELL *PHONE #: 850-375-8651

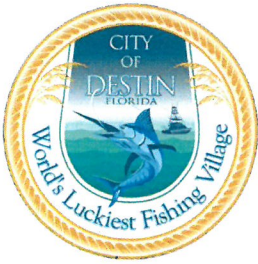
ADDRESS: 4300 LEGENDARY DR. EMAIL: mframmell@taylor
engineering.com

*TOPIC/ISSUE DESTIN POINTE RESORT PUBLIC BENEFIT

*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?
YES. DAVID CAMPBELL, STEVE SCHMIDT,
JENNIFER BEYLA 5/24/2018

*DESIRED ACTION BY COUNCIL? APPROVE PUBLIC BENEFIT
ITEMS AND 25-FOOT SETBACK WAIVER

PRESENTATION MATERIALS ATTACHED?: YES ☒ NO ☐ # OF PAGES _____



Office of the City Manager

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

June 8, 2018

Pointe Resort
Mr. Matt Trammell
Senior Engineer, Taylor Engineering, Inc.
4300 Legendary Drive
Destin, Florida 32541

SUBJECT: DO 09-17

Dear Mr. Trammell,

In response to your email of May 24th 2018, may this letter serve as confirmation that the proposed Pointe Resort docking facility project would be consistent with the City of Destin Comprehensive Plan as amended. The project shall not cause adverse impacts to the coastal and estuarine environment quality or the shoreline consistent with policies 6-1.1.2 and 6-1.1.3, and objectives 6-1.2 and 6-1.4. In addition, the residents of the development to the south of the proposed docking facility will be permitted to traverse the public street if appropriate crosswalk facilities are incorporated into the residential facility during the construction phase.

I believe this fulfills your request of the May 24th email. Should you have any further questions or concerns, please do not hesitate to contact me either via e-mail (clejeune@cityofdestin.com) or phone (850-837-4242).

Sincerely,

Carisse LeJeune
City Manager

cc: David Campbell
Kimberly Kopp, City Land Use Attorney (via email)
Community Development (File)



LETTER OF CONCURRENCE FOR SETBACK WAIVER

TO: _____ (owner/applicant)

_____ (address of project)

File No.: _____

FROM: _____ (adjacent property owner)

Section 18-21.004(3)(d), Florida Administrative Code, provides:

Except as provided herein, all structures, including mooring pilings, breakwaters, jetties and groins, and activities must be set back a minimum of 25 feet inside the applicant's riparian rights lines. Marginal docks, however, must be set back a minimum of 10 feet. Exceptions to the setbacks are: private residential single-family docks or piers associated with a parcel that has a shoreline frontage of less than 65 feet, where portions of such structures are located between riparian lines less than 65 feet apart, or where such structure is shared by two adjacent single-family parcels; utility lines; bulkheads, seawalls, riprap or similar shoreline protection structures located along the shoreline; structures and activities previously authorized by the Board; structures and activities built or occurring prior to any requirement for Board authorization; **when a letter of concurrence is obtained from the affected adjacent upland riparian owner;** or when the Board determines that locating any portion of the structure or activity within the setback area is necessary to avoid or minimize adverse impacts to natural resources.

I hereby state that I am the owner of the adjacent upland riparian property located to the (north / south / east / west) of the facility or activity proposed to be constructed or conducted by _____ (the applicant), as shown in the above referenced file (and on the attached drawing). **I understand that the subject project will be located entirely within the applicant's riparian rights area, and I do not object to the proposed structure or activity being located within the area required as a setback distance from the common riparian rights line, as required by Chapter 18-21.004(3)(d), F.A.C.** This file shows the structure will be located entirely within the applicant's riparian rights area and within _____ feet of the common riparian rights line between our parcels.

(Original signature of adjacent owner)

(Date signed)

(Printed name of adjacent owner)

This form is not adopted by rule; therefore, any letter of concurrence of similar content may be accepted.

LETTER OF CONCURRENCE FOR SETBACK WAIVER

PAGE 2 – DRAWING, SKETCH, OR SURVEY OF PROPOSED DOCK LOCATION

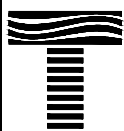
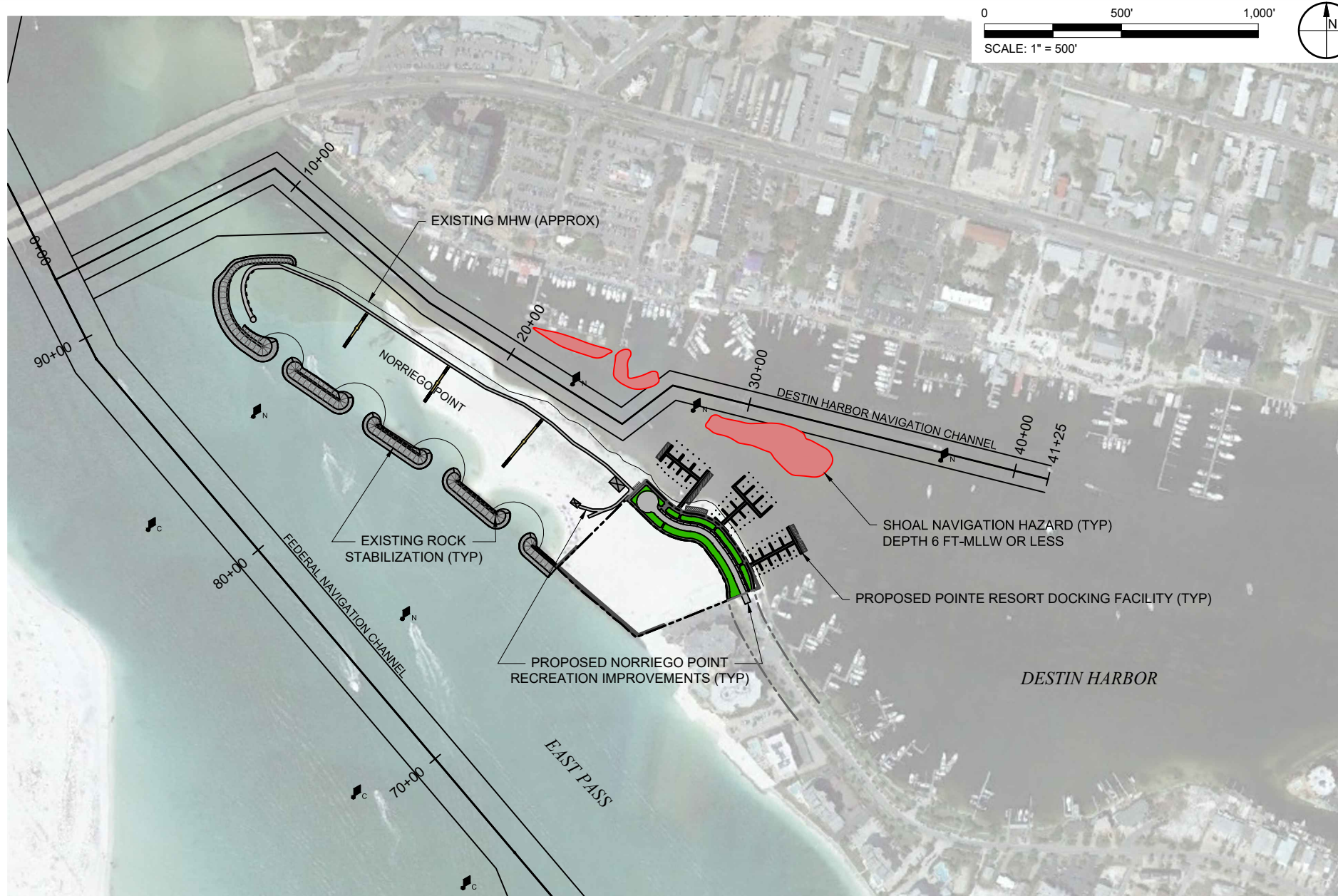
INSERT DRAWING HERE

Drawing should show the distance of the structure or activities
from the riparian rights lines.

_____ (Initials of adjacent owner)

_____ (Date)

DUNCAN GREER L2017C2017-004-01 POINT RESORT POINT MARINA PERMITTING/TASKS_PUBLIC BENEFIT DNG 6/12/2018 11:30:01 AM



TAYLOR ENGINEERING INC.

4300 LEGENDARY DR
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1 - OVERVIEW OF PROPOSED FACILITY
PROPOSED PUBLIC BENEFIT MEASURES
POINTE RESORT DOCKING FACILITY
DESTIN, FL

PROJECT	C2017-004-01
DRAWN BY	DG
SHEET	1 of 3
DATE	MAY 2018

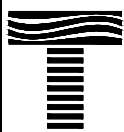
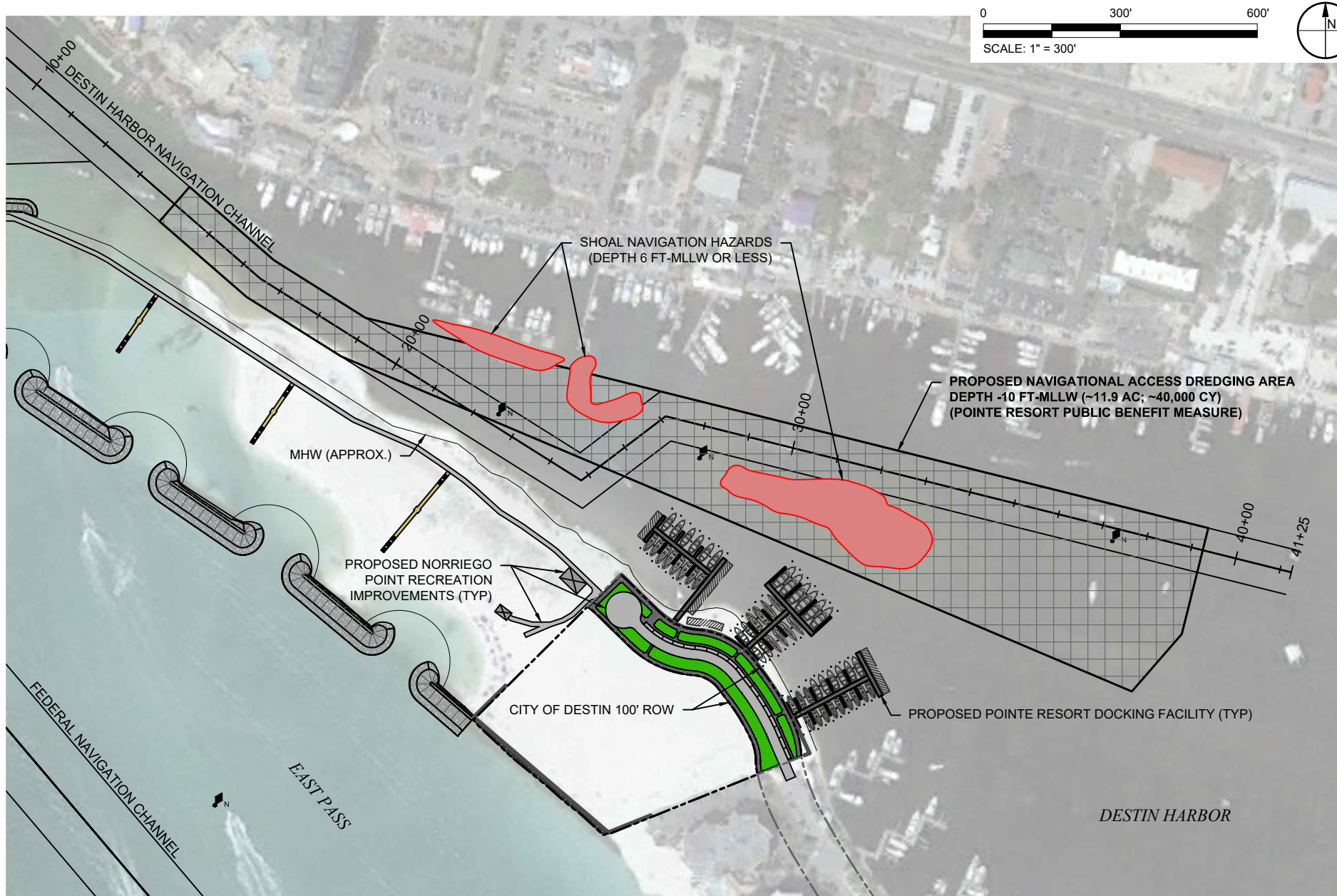
SEAL

DRAFT

ENG

DATE

DUNCAN GREER L2017C2017-004-01 POINT RESORT POINT MARINA PERMITTING/TASKS/ PERMIT PROCESSING/PUBLIC BENEFIT/2018-06-12_PUBLIC BENEFIT.DWG 6/12/2018 11:50:08 AM



TAYLOR ENGINEERING INC.

4300 LEGENDARY DR
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3 - PROPOSED NAVIGATION DREDGING
PROPOSED PUBLIC BENEFIT MEASURES
POINTE RESORT DOCKING FACILITY
DESTIN, FL

PROJECT	C2017-004-01
DRAWN BY	DG
SHEET	3 of 3
DATE	MAY 2018

SEAL

DRAFT

ENG

DATE



June 12, 2018

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: Proposed Public Benefit Activities – Pointe Resort Docking Facility
City of Destin, Okaloosa County, FL

To whom it may concern,

On behalf of Pointe Mezzanine, LLC, Taylor Engineering has prepared this letter to describe proposed public benefit measures and associated costs to fulfill public benefit requirements for the proposed Pointe Resort Docking Facility (FDEP Project No. 0251677-006-EI-46). The Pointe Resort Docking Facility is located on a currently vacant property along the western shoreline of Destin Harbor, between the existing East Pass Towers condominium and the City's Norriego Point property. Permit applications describe the proposed project as a 50-slip docking facility with approximately 1 acre of dredge area located immediately offshore of the existing sheetpile wall. The dredge material appears to result from the substantial volume of previously placed dredge material (placed within the Pointe Mezzanine and Norriego Point properties) that has migrated over the sheetpile wall via aeolian (i.e., wind-blown) transport.

The multi-family private docking facility is currently proposed to be associated with a future upland development (previously reviewed and approved by the City under Development Order #09-17). The upland development will be comprised of luxurious condominiums targeting high-end clientele and the majority of the condominiums will include ownership of a specific boat slip. The premium prices of the proposed condominiums will provide additional benefit to the City through increased property values and associated ad valorem taxes. The currently proposed facility maximizes the overall benefit by providing high value property (with associated marina amenities) while limiting potential adverse impacts associated with increased public parking and roadway congestion.

Notably, the proposed development closely follows the previously reviewed and approved development order, marina regulatory authorizations, and previously approved public benefit components. In summary, the docking facility is in nearly the same alignment and footprint as that previously reviewed and approved by the City and state regulators (only minor revisions to the number of slips and slip sizes have been made). The previously approved public benefit included deeding over the existing 100-ft ROW along the northern portion of the property (which has occurred), dredging the Destin Harbor, and constructing a gravel drive and small restroom on the City's Norriego Point property.

As the docking facility is proposed as a private multi-family facility, Florida statute requires the applicant provide public benefit that amounts to 10% of the overall docking facility value. A recent appraisal report provides the estimated value of the proposed docking facility at approximately \$4.7M, resulting in a required public benefit of approximately \$470,000. This letter describes the proposed public benefit elements to be implemented by the applicant (Point Mezzanine, LLC), to satisfy the state's requirements. Specifically, these elements include the design, permitting and construction of a Life Safety/Rescue Access Dock and increased dredging within Destin Harbor to improve navigational safety.

Life Safety/Rescue Access Dock

Given recent stabilization activities and proposed recreational improvements along Norriego Point, the applicant proposes to permit and construct an approximately 110-ft Life Safety/Rescue dock to provide necessary waterside (e.g., emergency) access to the City's keystone amenity. As illustrated in Figure 2, the 8-ft wide fixed access dock would originate at the City's proposed harbor-side boardwalk and extend into navigable depths suitable for existing or future law enforcement, life safety, fire rescue or other waterside emergency services. The applicant anticipates the dock will be only for short-term transient use (i.e., no overnight or permanent mooring); however, the City Council can make the determination regarding the specific usage. The proposed dock would provide critical life-safety access from the water to the large-scale Norriego Point recreational area.

Per the public benefit requirements, the applicant (Point Mezzanine, LLC) proposes funding and performing the following tasks. As the proposed access dock will be located offshore of the City's existing Norriego Point parcel, the applicant assumes the City will be listed as the permittee on the required regulatory permits. The details of the proposed projects and final applications will be provided to the City for approval prior to permit application submittal.

Life Safety/Rescue Access Dock - Required Tasks	Estimated Cost
Preliminary Design	\$ 5,000.00
Regulatory Permitting	\$ 5,000.00
Construction Document Preparation and Coordination	\$ 10,000.00
Dock Construction	\$ 60,000.00
Life Safety/Rescue Access Dock Total Estimated Cost	\$ 80,000.00

Destin Harbor Navigation Access Dredging

Despite the City's ongoing effort to conduct maintenance dredging of the Destin Harbor Navigation channel and construct the Norriego Point Stabilization Project, navigation issues continue to occur within Destin Harbor. From both recent and historical observations, the majority of these navigation issues result primarily from the channel orientation changes between channel stations 24+00 and 28+00 that realign the channel north of navigation hazards (currently marked as shallow shoal areas). The channel orientation changes, sparsely marked with navigational aids, combined with additional navigation hazard markers appears to cause confusion with less experienced boaters and results in channel congestion within this area.

To alleviate boater disorientation in this area and reduce potential for user conflicts, the applicant proposes to dredge approximately 40,000 cy of sand from the Harbor entrance to effectively expand the navigation channel and eliminate the existing navigation hazards (shallow shoals). Figure 3 illustrates the proposed dredge area, which extends approximately 100 - 350 ft south of the existing channel boundary with a proposed navigation clearance (depth) of -10 ft, mean lower low water. Notably, this proposed dredging was previously reviewed and approved by the City and permitted by FDEP for the previously proposed marina development at the subject property. However, due to expiration of regulatory permits, Pointe Mezzanine currently seeks approval from the City to conduct the same dredging activities previously reviewed and approved, as public benefit for the current project. Additionally, from previous numerical modeling hydrodynamic assessments performed for the previous project, "the post-dredge

tidal flow rates (thus tidal prism) during ebb and flood stages were shown to increase on the order of 4.4 to 5.4 percent compared to pre-dredge conditions. Therefore, the proposed dredging will have a positive effect on the potential flushing capacity of the harbor and ambient water quality conditions within the harbor". Given the similarities between the previous and current proposed dredging, the applicant anticipates similar increased tidal exchange and enhanced water quality conditions.

Per the public benefit requirements, the applicant will fund and perform the following tasks.

Harbor Navigation Dredging - Required Tasks	Estimated Cost
Preliminary Design	\$ 10,000.00
Data Collection (bathymetric and boundary surveys, geotechnical analyses, hydrographic assessments, natural resource surveys, etc.)	\$ 40,000.00
Regulatory Permitting	\$ 30,000.00
Construction Document Preparation	\$ 20,000.00
Construction (Approx. 40,000 cy at \$12/cy)	\$ 480,000.00
Destin Harbor Navigation Access Dredging Total Estimated Cost	\$ 580,000.00

As the proposed public benefit activities shall occur offshore of City property and within submerged lands, the applicant anticipates the City would be listed as the permittee (i.e. applicant), with details of the proposed projects approved by the City prior to permit application submittal. For clarity, all costs and efforts associated with the planning, design, permitting and construction of the proposed projects would be provided by Pointe Mezzanine, LLC to fulfill the public benefit requirements of the proposed docking facility.

Combining the estimated costs of the proposed Life Safety/Rescue Access Dock (\$80,000) and the Destin Harbor Navigation Dredging (\$580,000) results in approximately \$660,000 in public benefit. With current appraisal estimates for the docking facility at approximately \$4.7M, the additional costs of proposed public benefits equal approximately 14% ($\$660,000 / \$4,700,000 = 12\%$) of the docking facility appraisal, exceeding the 10% requirement.

Thank you for your consideration of the request to approve the proposed public benefit activities for the proposed Pointe Resort Docking Facility. As described above, the measures aim to increase public safety accessibility to Norriego Point and to increase navigation safety and alleviate congestion within the Destin Harbor entrance channel.

Sincerely,

Matthew A. Trammell, P.E.
Senior Engineer

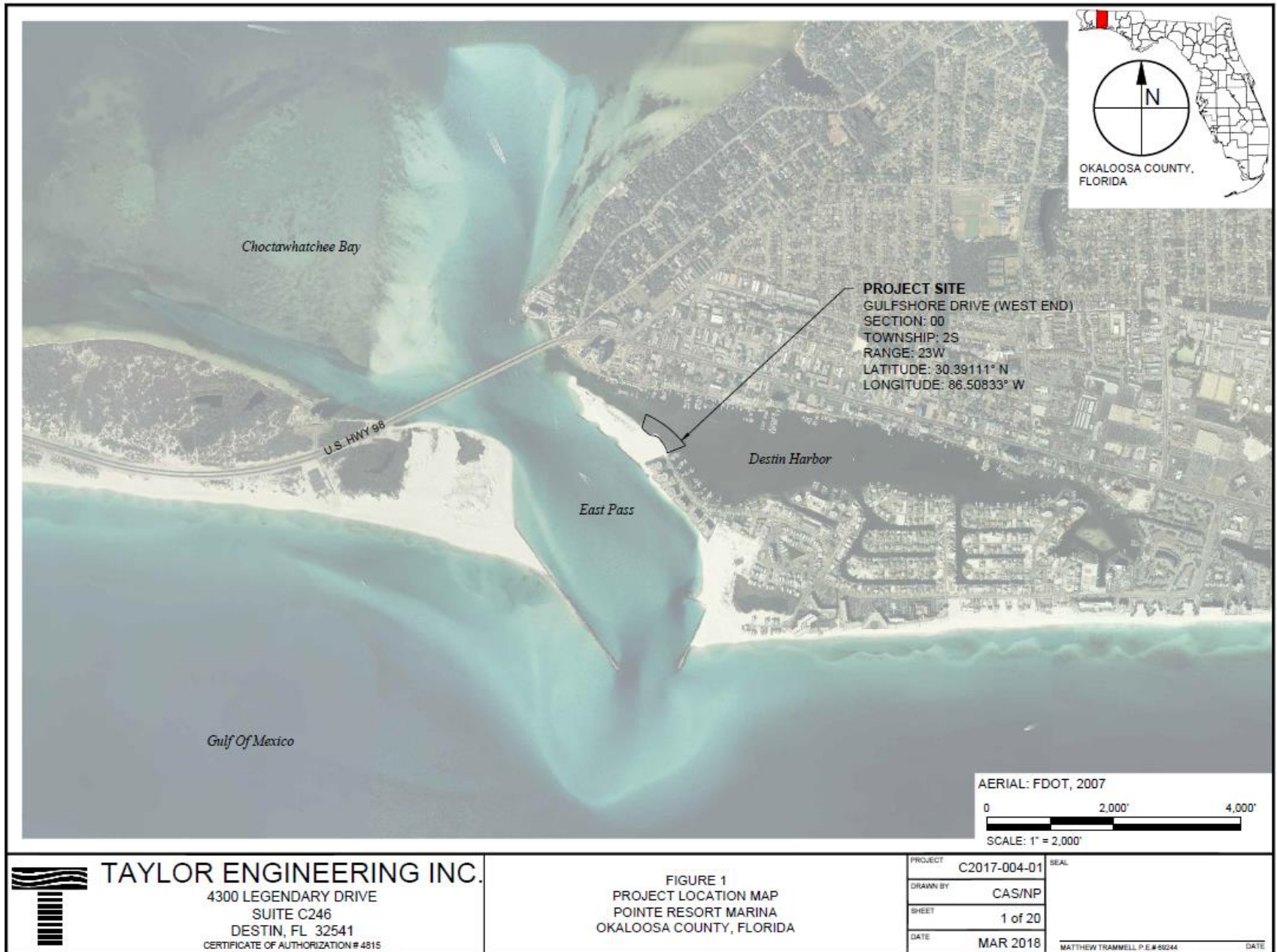
Point Resort Docking Facility Public Benefit Summary

Date: June 18, 2018

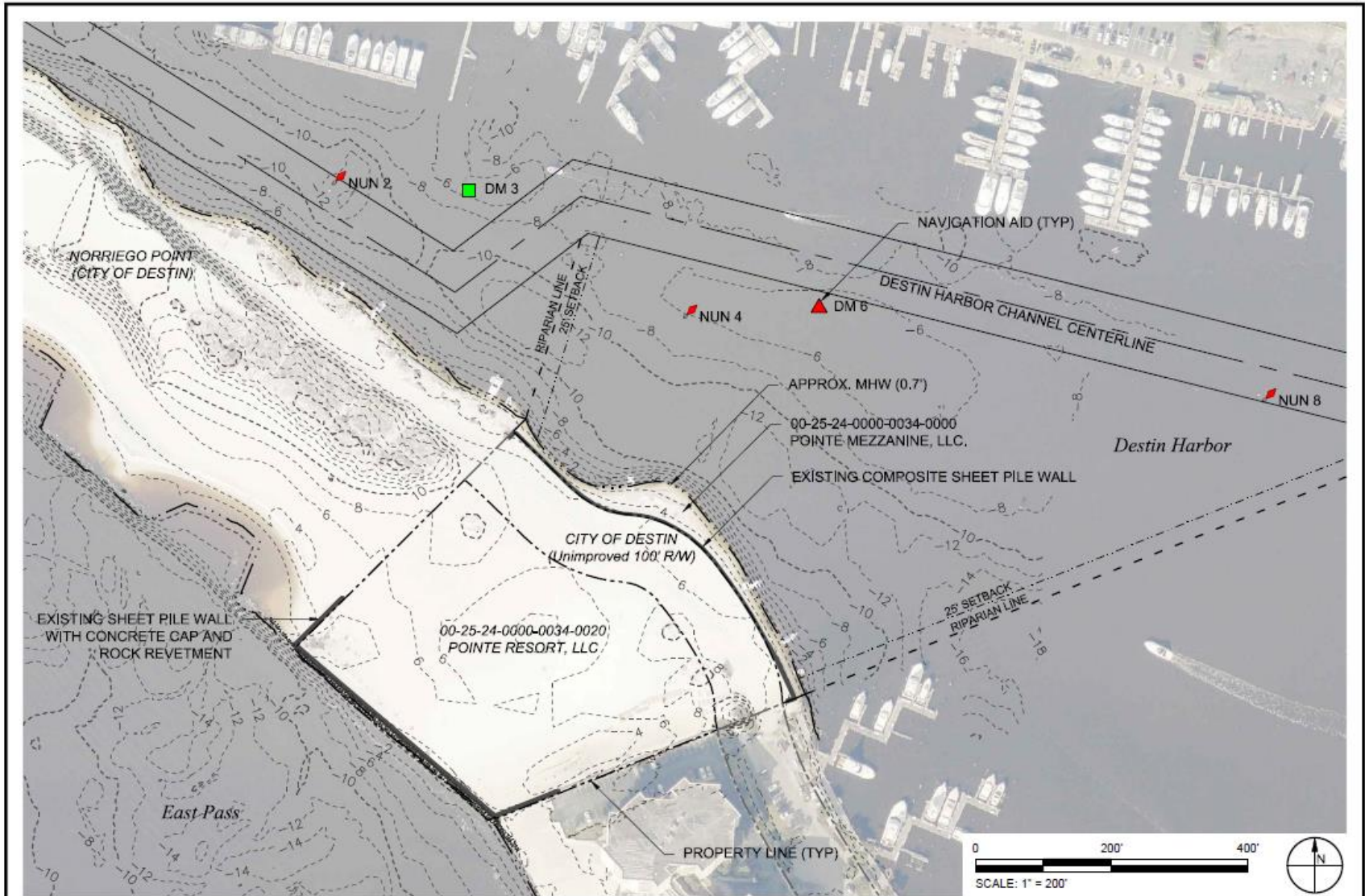
Presentation Outline

1. Project History
2. Project Overview
3. Proposed Public Benefit
4. Requested Approvals

Project Location



Project Location



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
EXISTING CONDITIONS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

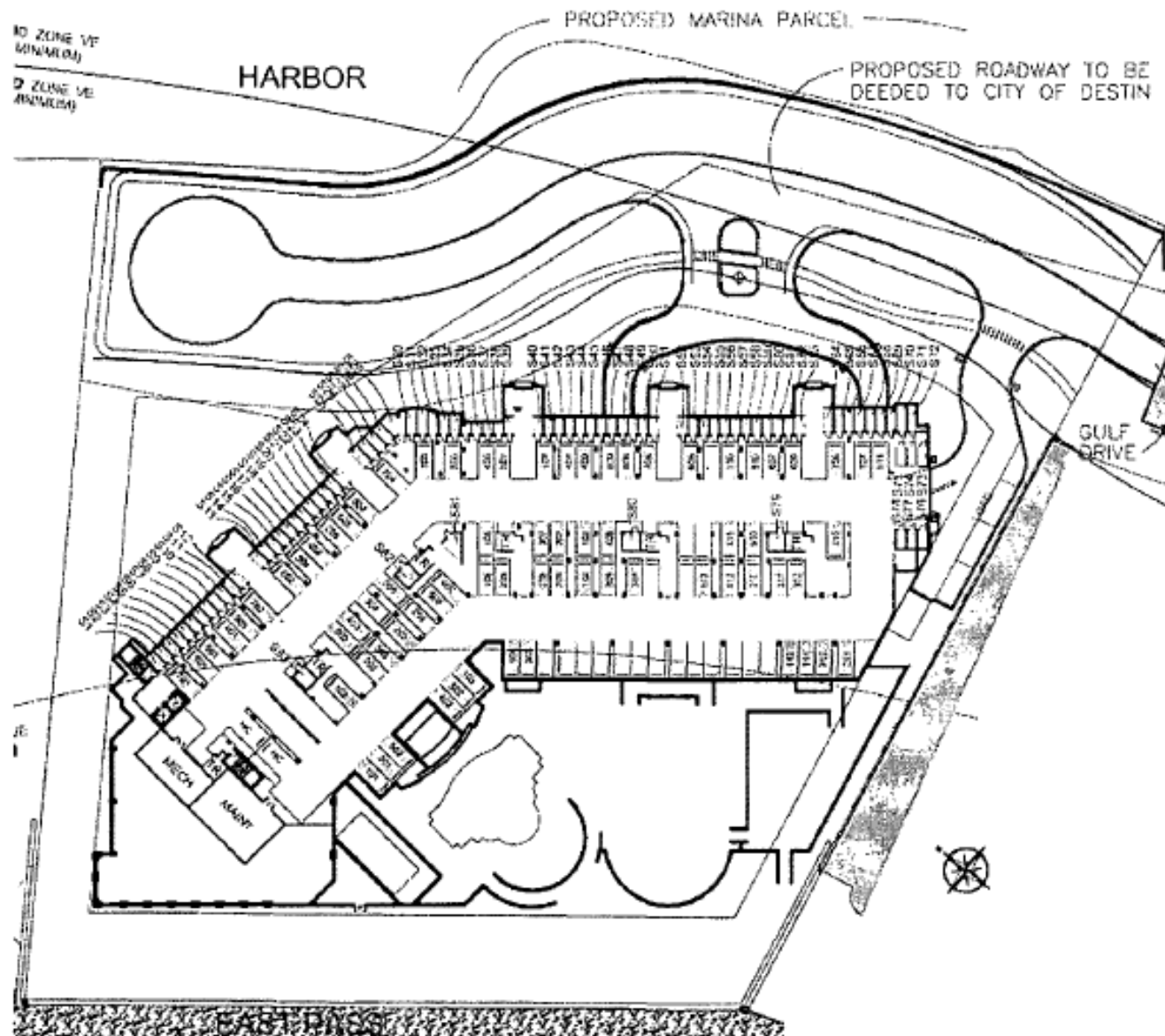
PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	3 of 20
DATE	MAR 2018

SEAL	
MATTHEW TRAMMELL P.E. # 85244	DATE

Project History

- Development Order applied for 2009
 - Existing DO includes 79-unit condominium, marina, associated parking and amenities (marina, pool, etc.)
 - DO issued August 2009 (DO#09-17)
 - DO extended through May 2022
- Marina project originally applied for 2006/2007
 - 51 slip facility with approx. 590 cy of dredging
 - Private facility requiring public benefit
 - City-approved public benefit measures
 - ❑ 100-ft ROW deed along private parcel
 - ❑ Restroom facility
 - ❑ Destin Harbor dredging

Project History



Project History



mrd
mrd associates, inc.
Virtual, Mobile & Water Resources Management

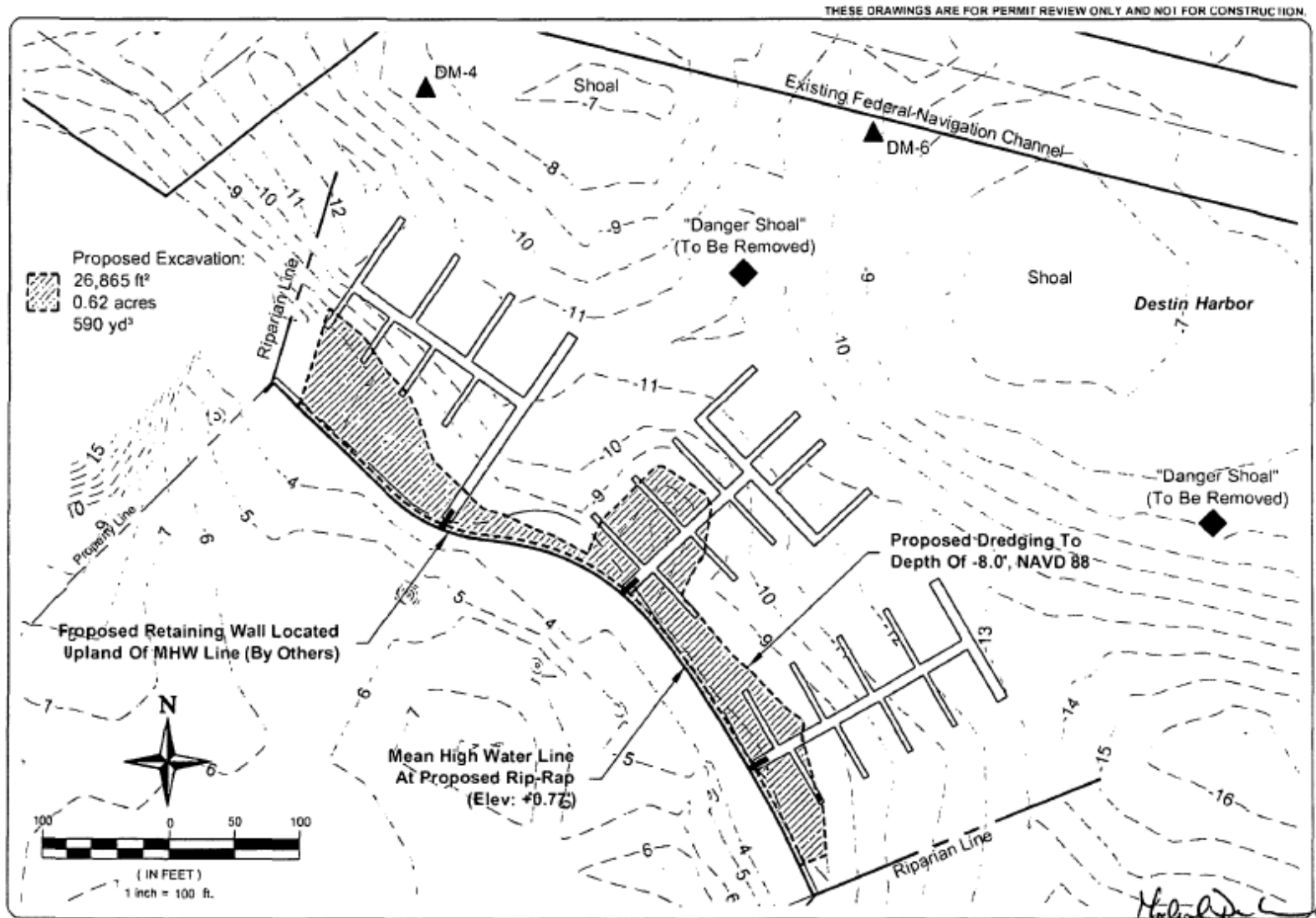
543 Harbor Boulevard, Suite 204
Destin, Florida 32541
Certification of Authorization Number 9482
850.654.1555 (toll-free) • 850.654.0350 (fax)
www.mrd-usa.com

MARINA SITE PLAN AND INDEX KEY
Pointe One Marina

Pointe One, LLC
3512 7th Avenue South, Birmingham, Alabama 35222

Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: May 1, 2005	
Revision: February 10, 2009	
PROJECT NUMBER 05-159.1	SHEET NUMBER 3

Project History



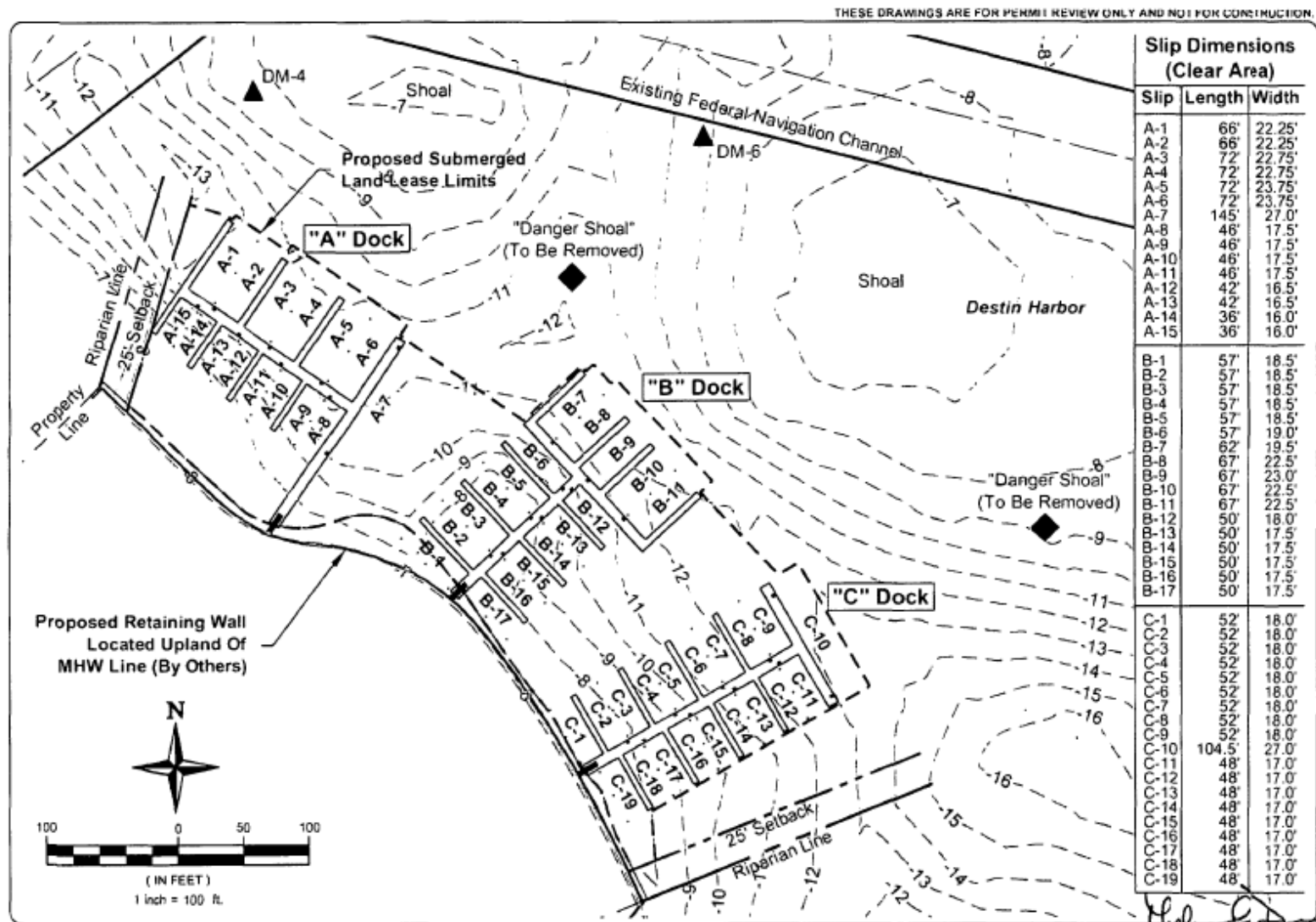
mrd
mrd associates, inc.
543 Harbor Boulevard, Suite 204
Destin, Florida 32541
Certification of Authorization Number 9482
850.654.1555 (voice) • 850.654.9550 (fax)
www.mrd-associates.com

DREDGE AND FILL PLAN Pointe One Marina

Pointe One, LLC
3512 7th Avenue South, Birmingham, Alabama 35222

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255
Date: May 1, 2005
Revision: February 10, 2009
PROJECT NUMBER
05-159.1
SHEET NUMBER
13

Project History

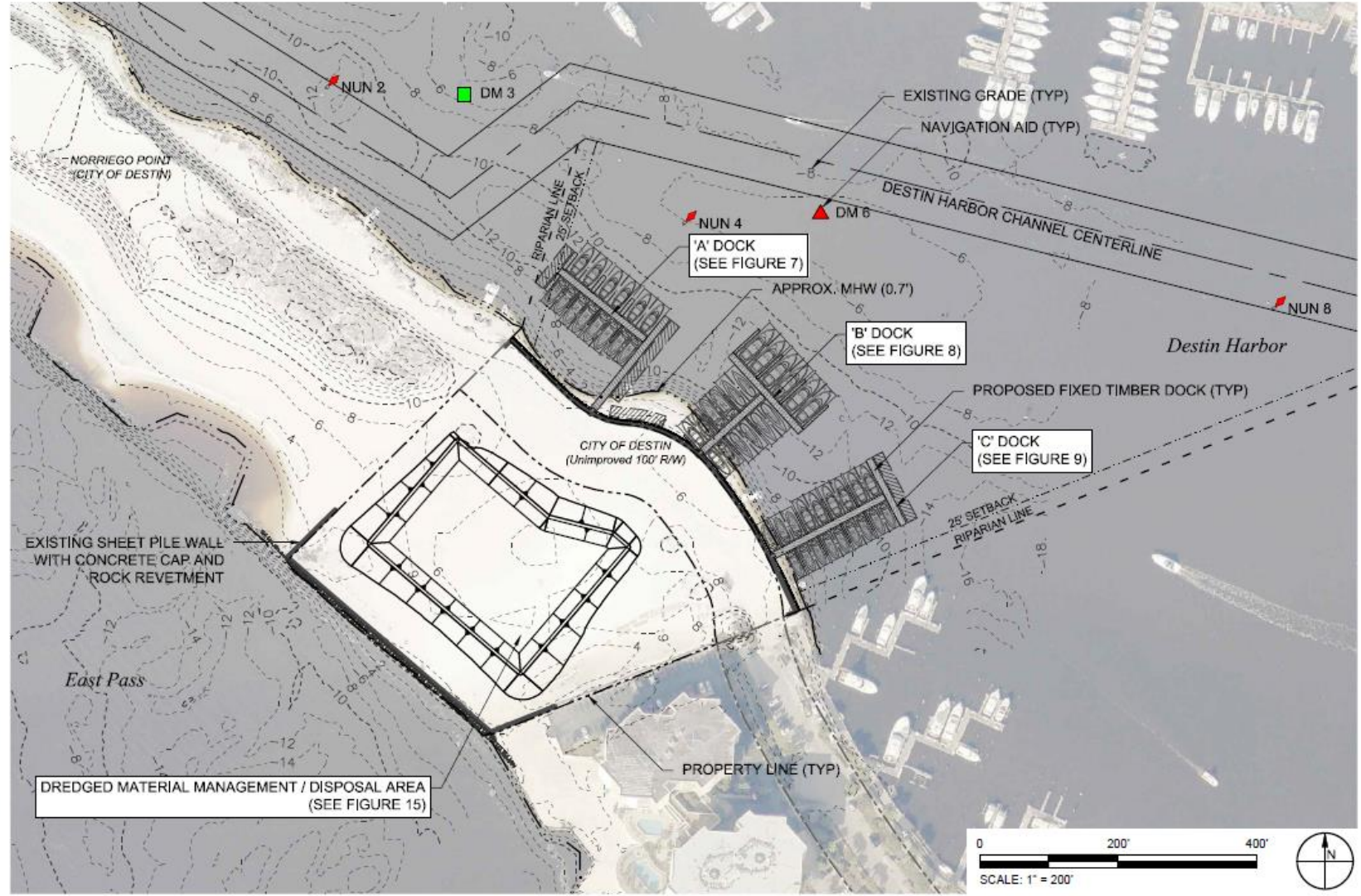


Project Overview

Proposed Docking Facility

- 50-slips
 - 40 – 66+ ft vessels
 - 398 L.F. flexible mooring area
- Dredge area: ~1 acre (~9,300 cy)
- Amenities: Power, water, sewage pumpout, internet
- Private marina – requiring public benefit

Project Overview



TAYLOR ENGINEERING INC.

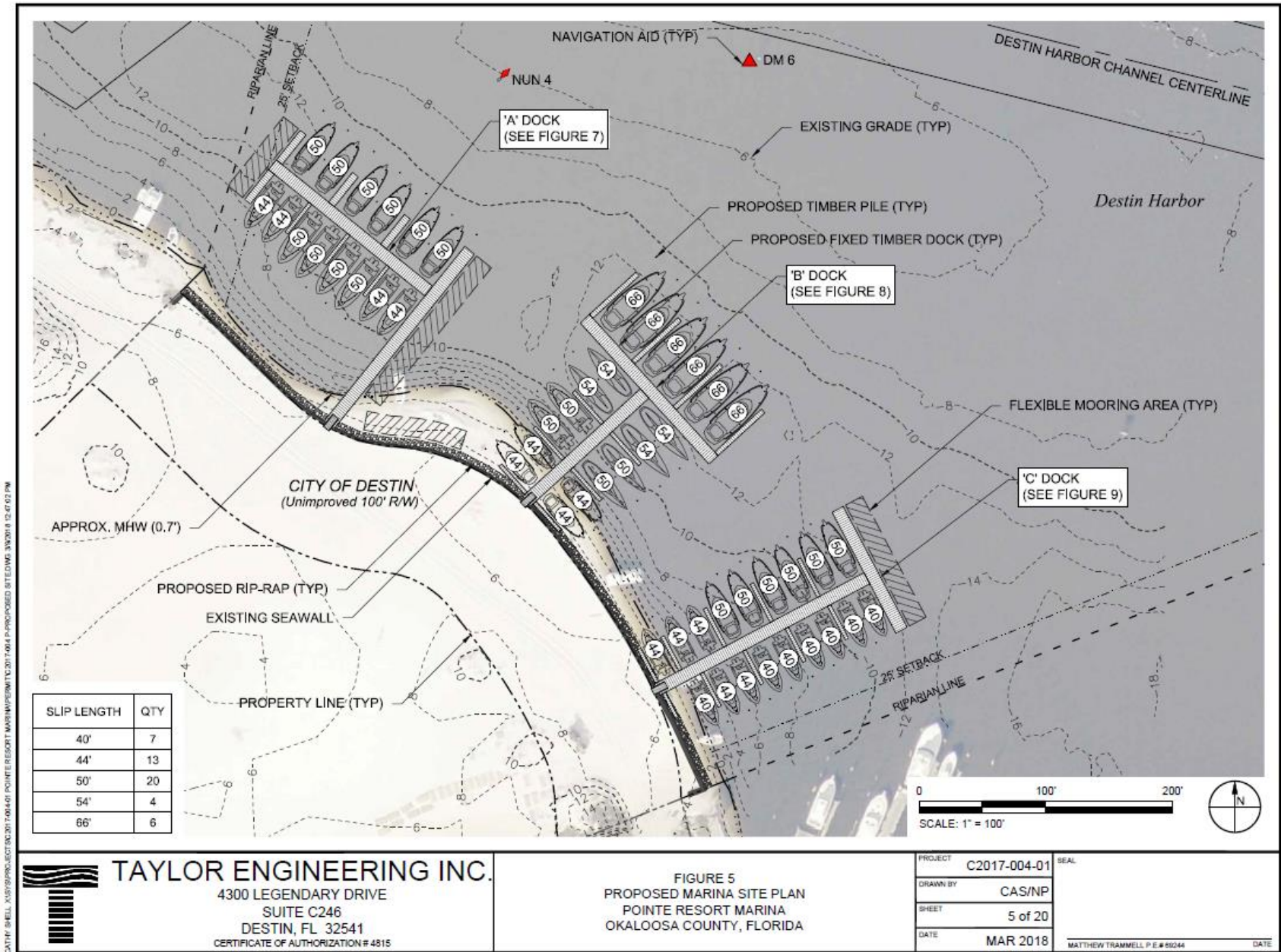
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROJECT OVERVIEW
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

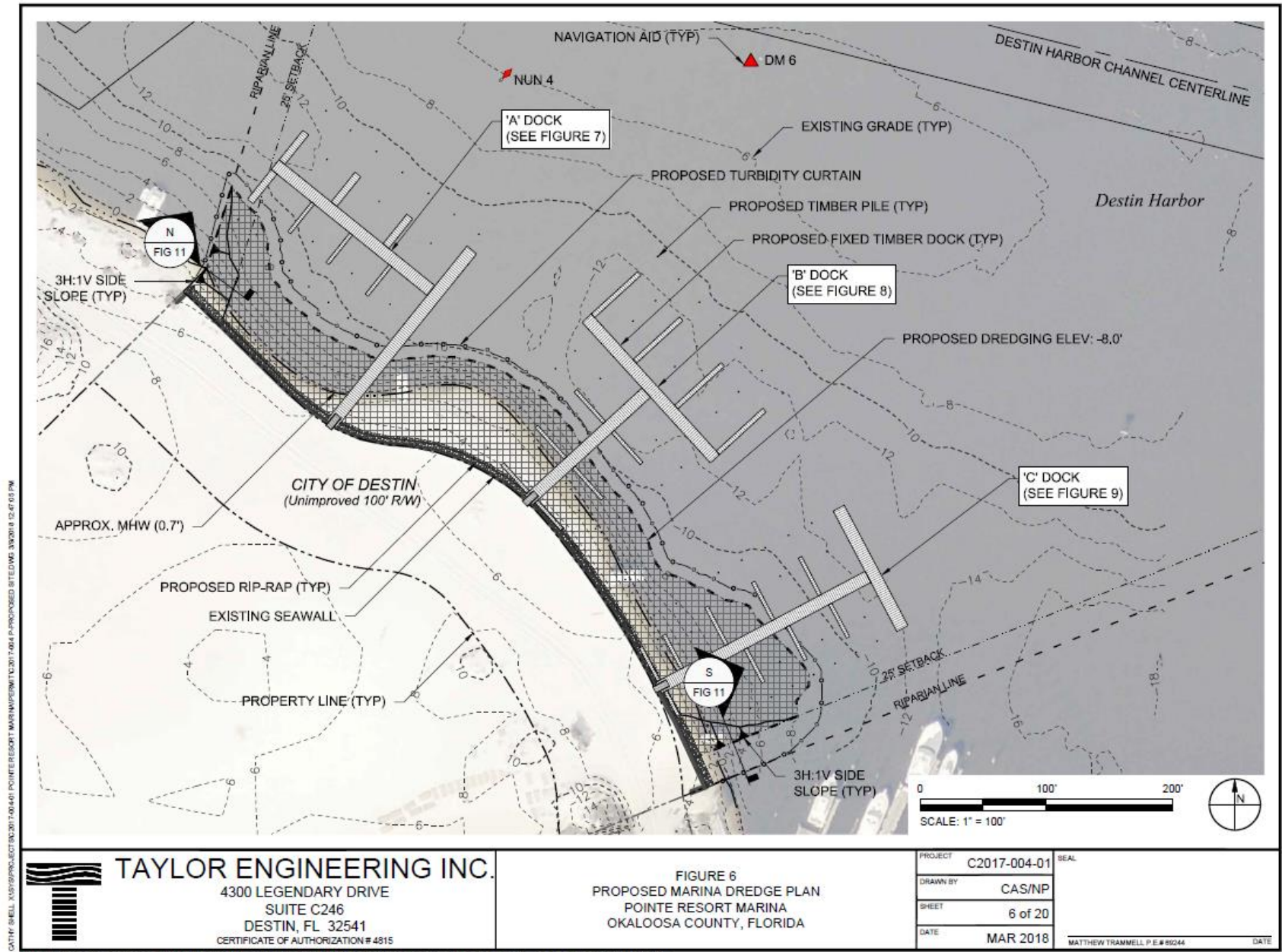
PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	4 of 20
DATE	MAR 2018

SEAL	
MATTHEW TRAMMELL, P.E. # 69244	DATE

Project Overview



Project Overview



Project Overview

Environmental Reviews / Benefit

- Water quality / Sediment testing
- Hydrodynamic (flushing) analyses
- No seagrass or wetland impacts
- Timber pilings wrapped in plastic
- Sewage pump-out facilities
 - No direct discharge into sewer system
- NPEB Fee (paid): $\$420/\text{slip} \times 55 \text{ slips} = \$23,100$
- City Permit Fee: 25% of construction costs = $\sim \$250,000$
(estimate, to be paid prior to construction)

Project Overview

Public Benefit

- Construction outside peak summer season
- All required parking contained within upland development site

FDEP-Required 25-ft Setback Waiver

- All vessels moored within applicant's riparian waters

FDEP-Required Public Benefit

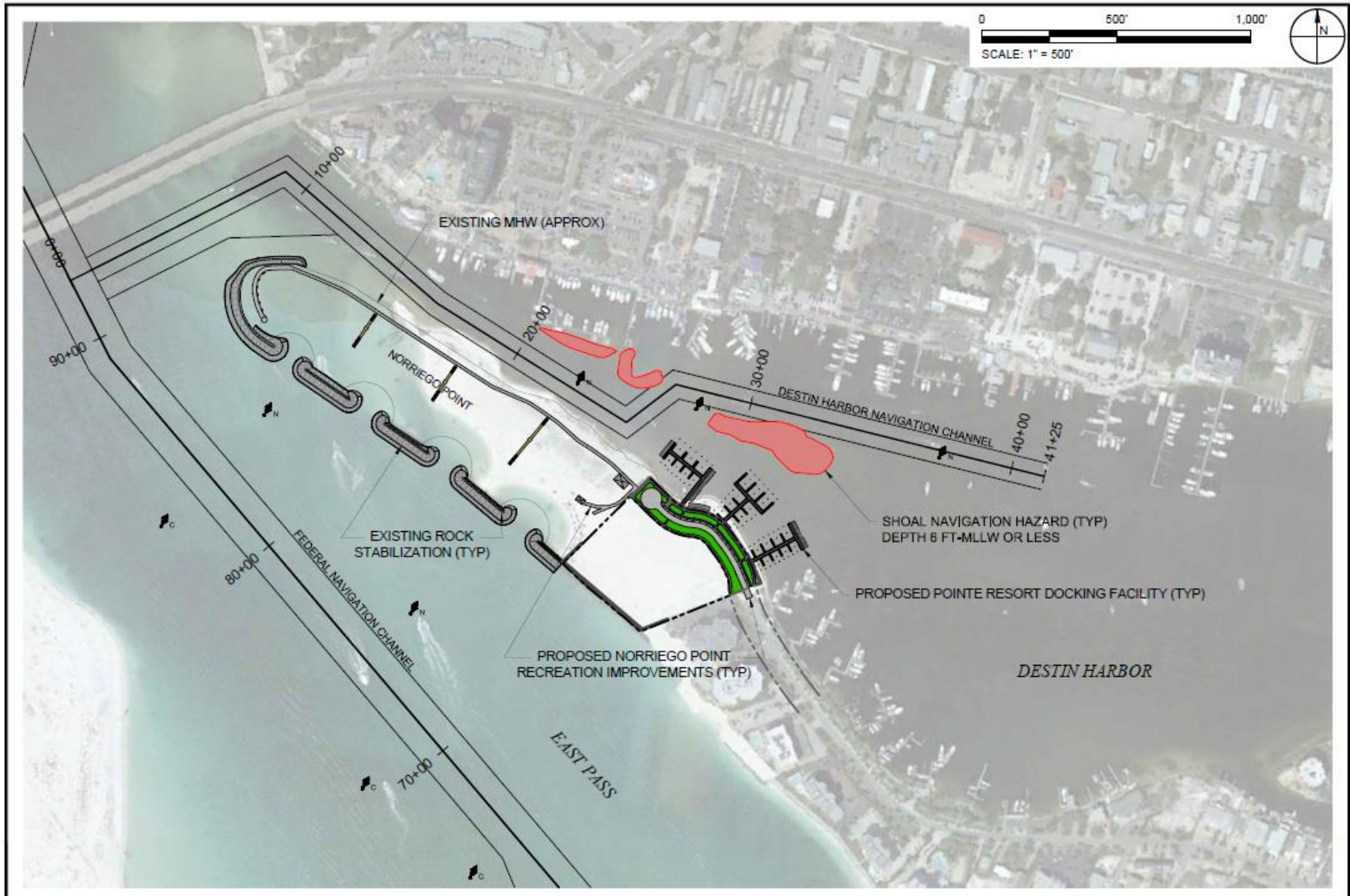
- Required 10% of appraisal value
 - Estimated Facility Appraisal Value: \$4.7M
 - Public Benefit Value: \$470,000

Project Overview

Proposed FDEP-Required Public Benefit

- **Life Safety / Rescue Access Dock**
 - Approx. 8' x 110' dock
 - Design, Permitting, Construction
 - Estimated Cost: \$80,000
- **Destin Harbor Dredging**
 - Remove hazardous shoals within Harbor entrance
 - Increased navigational safety
 - Increased tidal circulation / enhanced water quality
 - Approx. 40,000 cy
 - Design, Permitting, Construction
 - Estimated Cost: \$580,000

Public Benefit



TAYLOR ENGINEERING INC.

4300 LEGENDARY DR
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1 - OVERVIEW OF PROPOSED FACILITY
PROPOSED PUBLIC BENEFIT MEASURES
POINTE RESORT DOCKING FACILITY
DESTIN, FL

PROJECT C2017-004-01

DRAWN BY DG

SHEET 15

DATE MAY 2018

SEAL

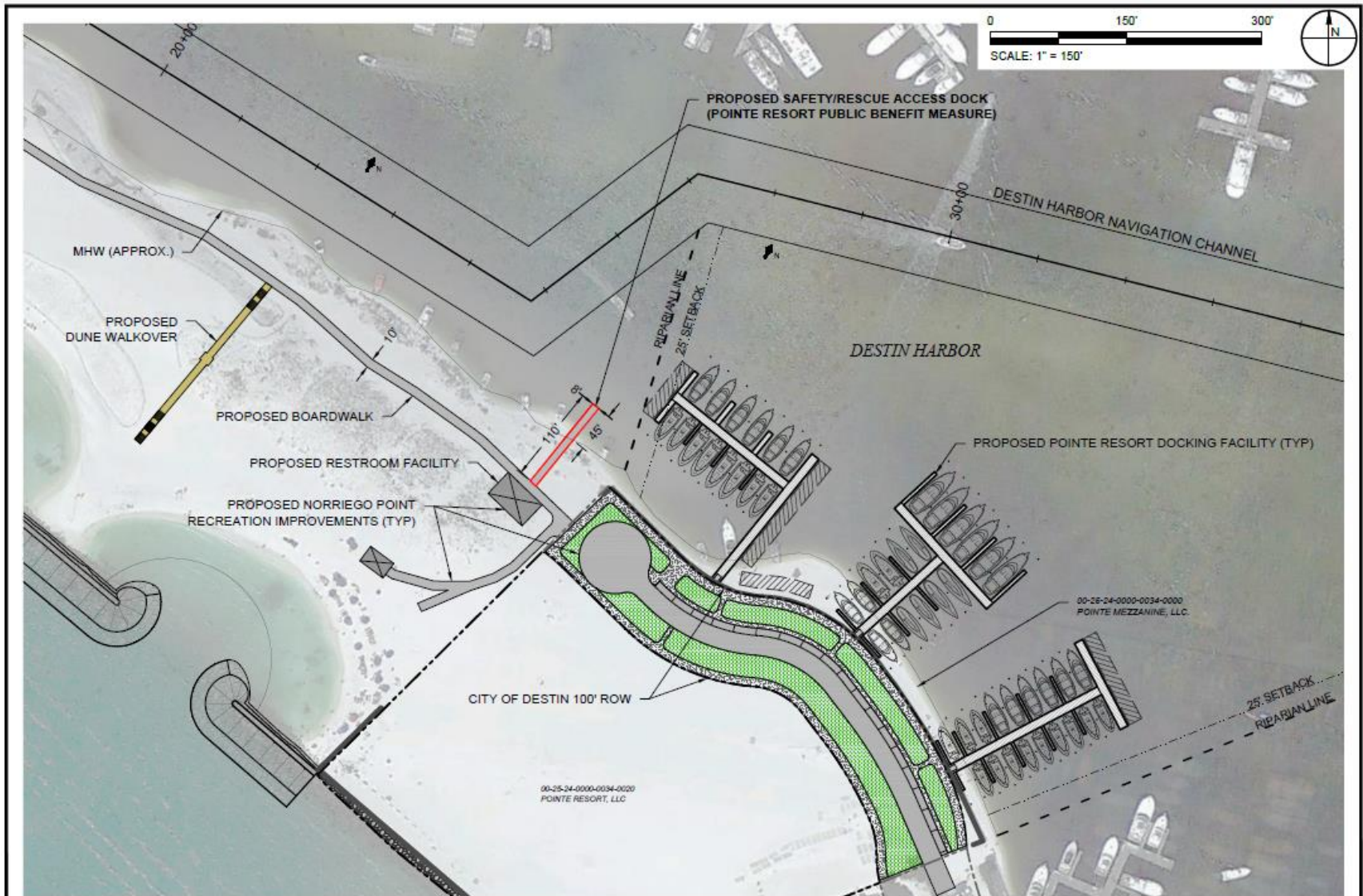
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Taylor Engineering, Inc. | 17

ENG

DATE

Public Benefit



TAYLOR ENGINEERING INC.

4300 LEGENDARY DR
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION #4815

FIGURE 2 - PROPOSED WATER TAXI ACCESS DOCK
PROPOSED PUBLIC BENEFIT MEASURES
POINTE RESORT DOCKING FACILITY
DESTIN, FL

PROJECT C2017-004-01

DRAWN BY DG

SHEET 2 of 3

DATE MAY 2018

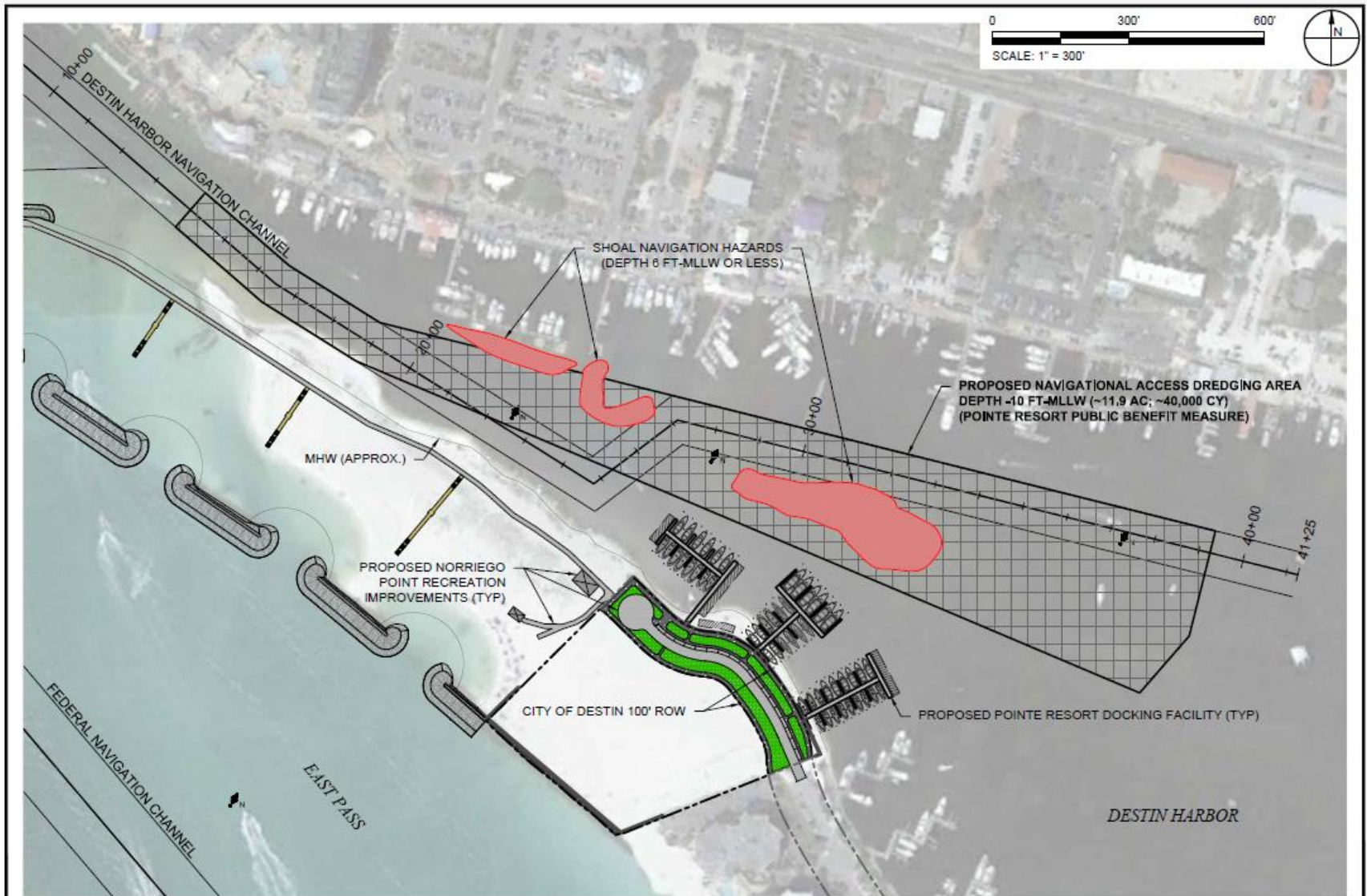
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ENG

DATE

Public Benefit



TAYLOR ENGINEERING INC.

4300 LEGENDARY DR
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3 - PROPOSED NAVIGATION DREDGING
PROPOSED PUBLIC BENEFIT MEASURES
POINTE RESORT DOCKING FACILITY
DESTIN, FL

PROJECT C2017-004-01

DRAWN BY DG

SHEET

DATE MAY 2018

SEAL

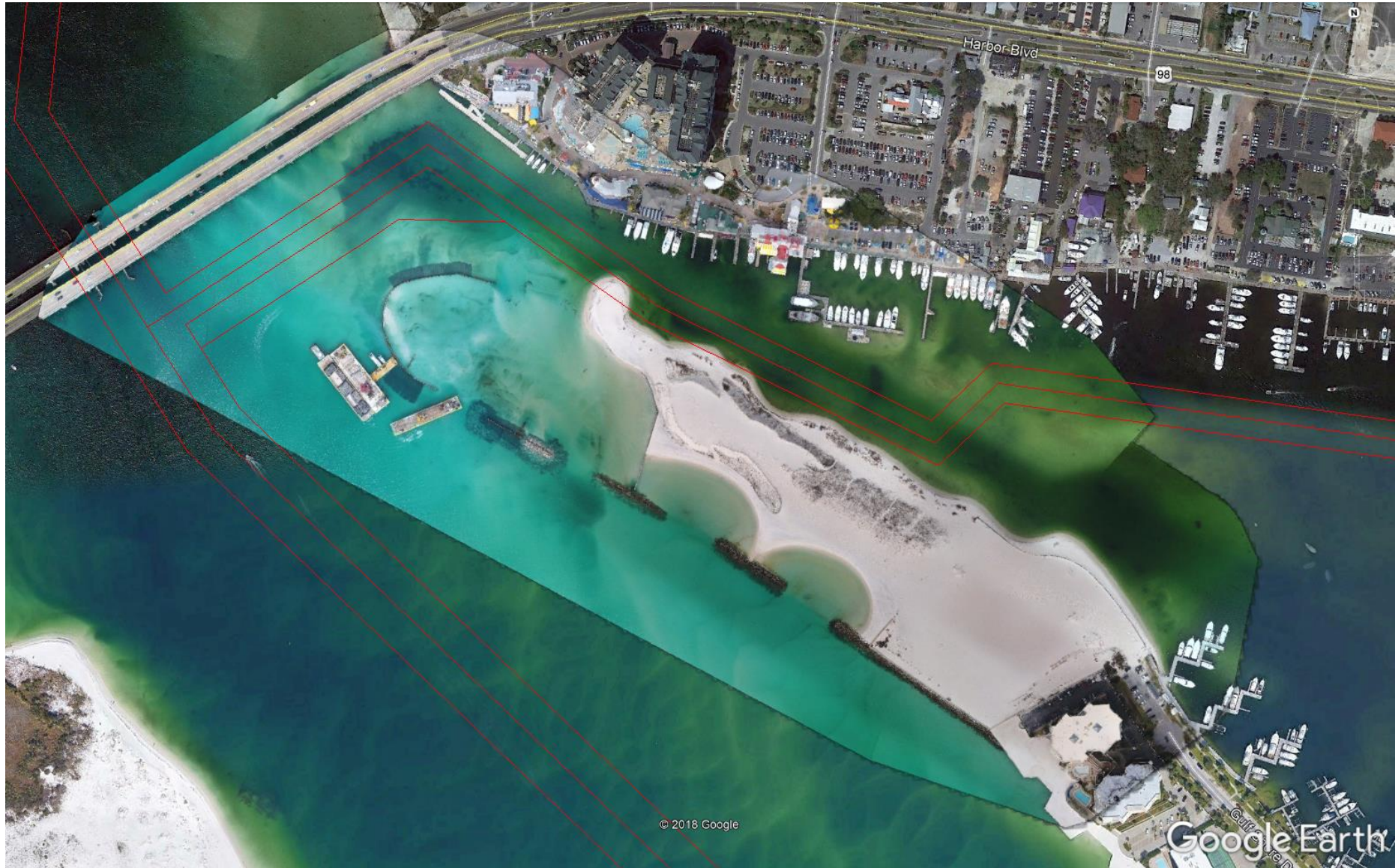
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DATE

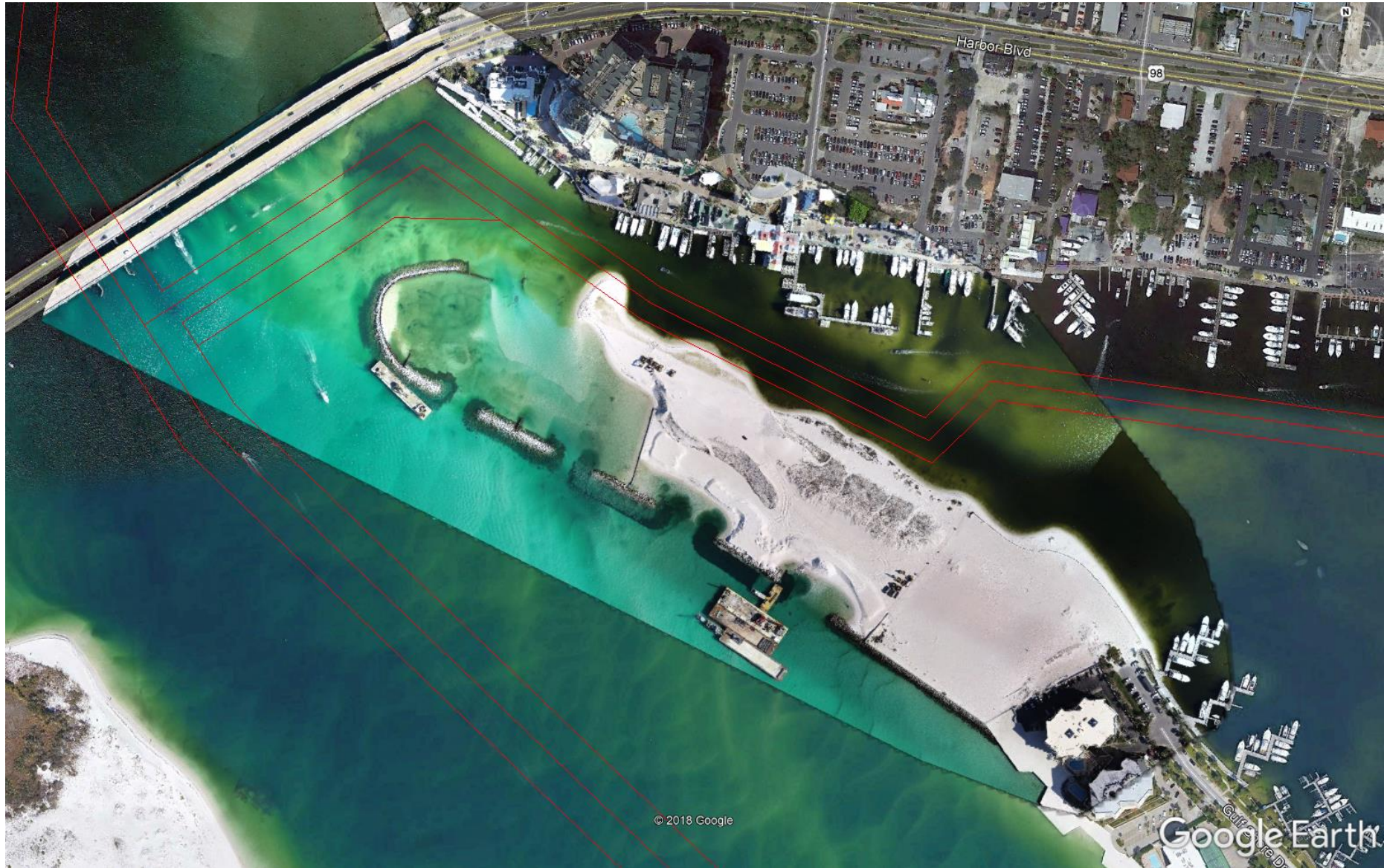
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Taylor Engineering, Inc. | 19

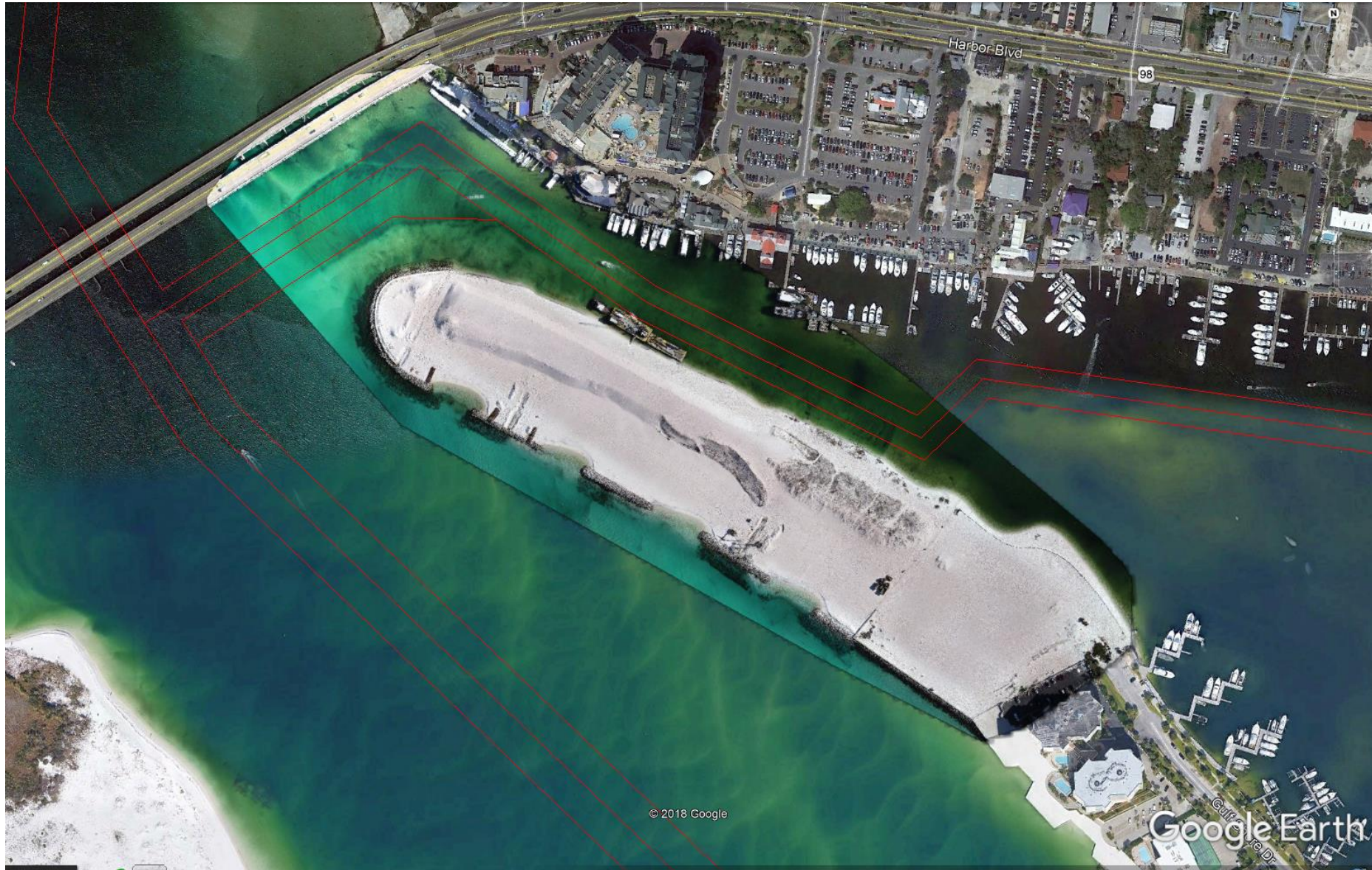
Public Benefit



Public Benefit



Public Benefit



Public Benefit



Public Benefit

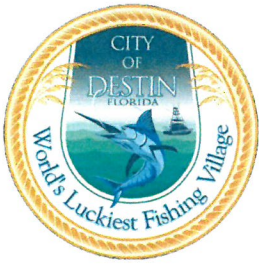


Requested Approvals

Requested City Approval Items

- 25-ft Setback Waiver
- Net Positive Public Benefit
 - Life Safety / Rescue Access Dock (~\$80,000)
 - Destin Harbor Dredging (~\$580,000)
 - Total Estimated Public Benefit Cost: \$660,000 (14% of appraised value)
 - In addition to NPEB Fee (\$23,100) and City Permit Fee (~\$250,000)
 - **Total fees and benefits provided to City: ~\$930,000**

THANK YOU
Questions?



Office of the City Manager

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

May 21, 2018

Pointe Resort, LLC
Mr. Joseph Dougherty
4100 Legendary Drive, Suite 220
Destin, Florida 32541

SUBJECT: The Pointe Beach & Yacht Club DO 09-17

Dear Mr. Dougherty:

In response to the letter from your attorney, Dana C. Matthews, dated April 26, 2018, and pursuant to Executive Order No. 17-235, issued September 4, 2017 and Executive Order 17-287 on November 2, 2017 and Executive Order 17-330 on December 29, 2017 by Governor Scott, the above-referenced development order is tolled for an additional period of one hundred twenty (120) days, the tolling period for the listed Executive Order, and extended an additional six months pursuant to Section 252.363(1)(a) F.S. This development order, based on applying the tolling period and extension to the end of the previously extended expiration on August 2, 2021, is hereby extended to May 30, 2022. This determination enables the holder of the final development order to delay commencement or continuance of construction, if necessary, until May 30, 2022 and, except as otherwise provided in Chapter 2.14.00, of the Land Development Code.

Should you have any further questions or concerns, please do not hesitate to contact me either via e-mail (clejeune@cityofdestin.com) or phone (850-837-4242).

Sincerely,

Carisse LeJeune
City Manager

cc: Dana C. Matthews (via email / dmatthews@destinlaw.com)
Kimberly Kopp, City Land Use Attorney (via email)
Community Development (File)





Florida Department of
Environmental Protection
160 Governmental Center, Suite 308
Pensacola, Florida 32502-5794

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

March 17, 2010

The City of Destin
4200 Two Trees Road
Destin, Florida 32541

File No.: 46-0251677-005-DF

Dear Mr. Kisella:

Enclosed is Consolidated Wetland Resource Permit and Intent to Grant Sovereignty Submerged Lands Authorization, Permit/ Authorization No. 17-003642-005-DF, issued pursuant to Part IV of Chapter 373, Florida Statutes and Chapter 253, Florida Statutes, and Title 62 and 18, Florida Administrative Code.

Prior to the initiation of dredging, ~~you must~~ remit payment (check or money order only, please) in the amount of \$ \$75,731.25 (60,585 cubic yards of spoil material X \$1.25 per cubic yard) to the **Florida Department of Environmental Protection, 160 Governmental Center, Suite 308, Pensacola, Florida 32502, Attn: Paula Smith**. Please ensure that the file number 46-0251677-005-DF and object code (021006) are included on the face of the check.

If you have any questions about this document, please contact me at 850-595-8300, Ext. 1133.

Sincerely,

Susan E. Radford
Environmental Specialist
Submerged Lands & Environmental
Resources Program



Florida Department of Environmental Protection

Northwest District
160 Governmental Center
Pensacola, FL 32502-5794

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

CONSOLIDATED WETLAND RESOURCE PERMIT AND INTENT TO GRANT SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

PERMITTEE/AUTHORIZED ENTITY:

The City of Destin & Pointe One, LLC
4200 Two Trees Road
Destin, Florida 32541

Permit/ Authorization Number:

46-0251677-005-DF

Date of Issue: March 17, 2010

Expiration Date/

Construction Phase: March 17, 2015

County: Okaloosa

Project: Dredge federal channel &
shoal

This permit is issued under the authority of Part IV of Chapter 373, F.S., and Title 62, Florida Administrative Code (F.A.C.). The activity is not exempt from the requirement to obtain a Consolidated Wetland Resource Permit. The Department is responsible for reviewing and taking final agency action on this activity.

This permit also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Management Act.

This activity also requires a proprietary authorization, as the activity is located on sovereignty submerged lands owned by the Board of Trustees of the Internal Improvement Trust Fund, pursuant to Article X, Section 11 of the Florida Constitution, and sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Department has the responsibility to review and take final action on this request for proprietary authorization in accordance with section 18-21.0051, F.A.C. In addition to the above, this proprietary authorization has been reviewed in accordance with Chapter 253, F.S., Chapter 18-21, F.A.C., and section 62-312.065, F.A.C.

As staff to the Board of Trustees, the Department has reviewed the activity described below, and has determined that the activity requires a consent of use for the use of those lands, pursuant to Chapter 253.77, Florida Statutes.

Permittee: The City of Destin & Pointe One, LLC
File No.: 46-0251677-005-DF
Page 2 of 11

this authorization prior to construction could subject you to enforcement action by that agency. You are hereby advised that authorizations also may be required by other federal, state, and local entities. This authorization does not relieve you from the requirement to obtain all other required permits and authorizations.

The above named permittee is hereby authorized to construct the work shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department and made a part hereof. **This permit and authorization to use sovereignty submerged lands is subject to the limits, conditions, and locations of work shown in the attached drawings, and is also subject to the attached 15 General Conditions and 16 Specific Conditions, which are a binding part of this permit and authorization.** You are advised to read and understand these drawings and conditions prior to commencing the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings. If you are utilizing a contractor, the contractor also should read and understand these drawings and conditions prior to commencing the authorized activities. Failure to comply with all drawings and conditions shall constitute grounds for revocation of the permit and appropriate enforcement action.

ACTIVITY DESCRIPTION:

The permit is to dredge 60,585 cubic yards of material (11.8 acres) from an existing federal channel and the surrounding shoal. The permittee proposes to dredge material using a hydraulic or mechanical dredge, from the federal channel located in Old Pass Lagoon, which is approximately 100 feet wide by 2,200 linear feet long, to minus 12 feet mean low water. In addition, the permittee proposes to dredge the shoal surrounding the federal channel to minus 10 feet mean low water. The spoil will be discharged from Old Pass Lagoon into two spoil cells located on the Pointe One, LLC property. The spoil cells will be dewatered into East Pass through a dewatering discharge weir.

ACTIVITY LOCATION:

The project is located in Old Pass Lagoon, Section 00, Township 02 South, Range 22 West, Class III Waters of the State, Prohibited Shellfish Harvesting Area, Latitude: 30°23'32.03"N, Longitude: 86°30'30.26"W, Okaloosa County.

Permittee: The City of Destin & Pointe One, LLC
File No.: 46-0251677-005-DF
Page 3 of 11

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, that are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

Permittee: The City of Destin & Pointe One, LLC
File No.: 46-0251677-005-DF
Page 4 of 11

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

- a. Have access to and copy any records that must be kept under conditions of the permit;
- b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
- c. Sample or monitor any substances or parameters at any location reasonable necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- a. A description of and cause of noncompliance; and
- b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages, which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

Permittee: The City of Destin & Pointe One, LLC
File No.: 46-0251677-005-DF
Page 5 of 11

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon Department approval in accordance with rules 62-4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500).

14. The permittee shall comply with the following:

- a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
- c. Records of monitoring information shall include:
 1. the date, exact place, and time of sampling or measurements;
 2. the person responsible for performing the sampling or measurements;

Permittee: The City of Destin & Pointe One, LLC
File No.: 46-0251677-005-DF
Page 6 of 11

3. the dates analyses were performed;
4. the person responsible for performing the analyses;
5. the analytical techniques or methods used; and
6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

1. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures or early colonial or American settlement are encountered at any time within the project site, the permittee shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or designee, shall contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (904) 487-7278, as well as the appropriate permitting agency office. Project activities may not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with section Chapter 872.05, Florida Statutes.

2. At least 48 hours prior to commencement of work authorized by this permit, the permittee shall notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Suite 202, Northwest District Office, 160 Governmental Center, Pensacola, Florida 32502-5794, in writing. The Department telephone number for reporting problems, malfunctions or exceedances under this permit is (850) 595-8300 during normal working hours.

3. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.

Permittee: The City of Destin & Pointe One, LLC
File No.: 46-0251677-005-DF
Page 7 of 11

4. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the dredge area in Old Pass Lagoon and the discharge area in East Pass channel. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards.

The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site, exceed 29 NTU's above background:

- a. Immediately cease all work contributing to the water quality violation.
 - b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
 - c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Suite 202, Northwest District Office, 160 Governmental Center, Pensacola, Florida 32502-5794, in writing or by telephone at (850) 595-8300, within 24 hours of the time the violation is first detected.
5. All seagrass beds or water bodies, which are outside the specific limits of construction authorized by this permit, must be protected from erosion, siltation, scouring and/or dewatering. Turbidity barriers and erosion controls shall be installed prior to any clearing, excavation or placement of fill material and shall be maintained in an effective condition at all locations until construction is completed, disturbed areas are stabilized, and turbidity levels have fallen to less than 29 NTU's above background. The permittee shall be responsible for ensuring that erosion control devices are inspected and maintained daily during all phases of construction authorized by this permit.
6. There shall be no storage or stockpiling of tools, materials (i.e., lumber, pilings, debris) along the shoreline within the littoral zone or elsewhere within waters of the state unless specifically approved in the permit.

Permittee: The City of Destin & Pointe One, LLC
File No.: 46-0251677-005-DF
Page 8 of 11

7. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/ waters of the state within 14 days of completion of the work authorized in this permit.
8. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring/prop dredging.
9. No overboard discharges of trash, human or animal waste, including fish carcasses or fuel shall occur within the lagoon.
10. Best management practices shall be used at all times during construction to minimize turbidity at both the dredge and spoil disposal sites. The spoil disposal sites shall be constructed and maintained in a manner that minimizes the discharge of turbid waters into waters of the State. Methods for controlling erosion and turbidity shall include, but are not limited to the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the development of turbidity screens around the immediate project site.
11. All areas to be dredged shall be in accordance with the attached permit drawings and shall not exceed the areas and depths indicated on those drawings.
12. If at any time the disposal area dikes are not stable (i.e. develop a break or leak), corrective actions shall be taken immediately. The dike slopes shall then be sodded or otherwise stabilized within 30 days of detection of the instability and prior to any future disposal event.
13. The Florida Fish & Wildlife Conservation Commission (FWC) has required that as the boating season is busiest during the months of Mid-April through Mid-September, no dredging activity shall take place during these months.
14. Prior to any construction or dredging activity seaward of the primary dune line during shorebird nesting season (February 15 through September 1), the permittee should contact FWC's Regional Biologist at the FWC regional office in Panama City (850-265-3676) to determine if shorebird nesting is occurring on the project site.
 - a. The permittee should arrange for daily nesting surveys throughout the construction of dredging period or through August.

Permittee: The City of Destin & Pointe One, LLC
File No.: 46-0251677-005-DF
Page 9 of 11

- b. Surveys for detecting nesting activity should be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt nesting behavior or cause harm to the bird or their eggs or young.
 - c. The FWC Regional Biologist should be notified within 24 hours if a scrape or eggs are observed.
 - d. A protective buffer zone, up to 300 feet wide if possible, should be created around any nests or colonial nesting areas. Any and all construction of dredging activities including movement of vehicles should be prohibited in the buffer zone.
 - e. The width of the buffer zone shall be increased if birds appear agitated or disturbed by construction, dredging or other activities in adjacent areas.
15. Observations of nesting shorebirds within the project area shall be submitted to

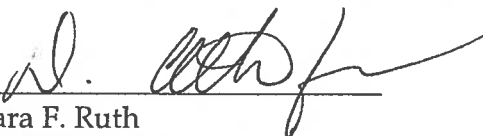
Permittee: The City of Destin & Pointe One, LLC
File No.: 46-0251677-005-DF
Page 10 of 11

the Florida Beach - Nesting Bird Website at www.wildflorida.org/shorebirds/.

16. The dredging may be done using hydraulic or mechanical dredging methodology.

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION


Barbara F. Ruth
Program Administrator
Submerged Lands & Environmental
Resources Program

BFR:sr 

Enclosures: Permit Drawings
General Consent Conditions

Copies furnished to:

Pointe One, LLC
DEP, Office of General Counsel
U.S. Army Corps of Engineers
Department of Community Affairs
Okaloosa County Property Appraiser
DSL Records Administration
Guy Tadlock, Objector
Thomas Rief, Objector
R.G. Ricketts, Objector
Charles Dujsik, Objector
Peter Mitchell, Objector
Sherry Babbidge, Objector

Permittee: The City of Destin & Pointe One, LLC
File No.: 46-0251677-005-DF
Page 11 of 11

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and authorization to use sovereign submerged lands, including all copies were mailed before the close of business on March 17, 2010 to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to 120.52(7),

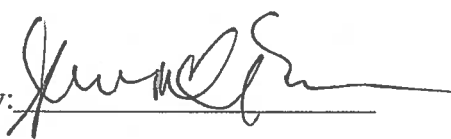
Florida Statutes, with the designated Department Clerk,

receipt of which is hereby acknowledged.

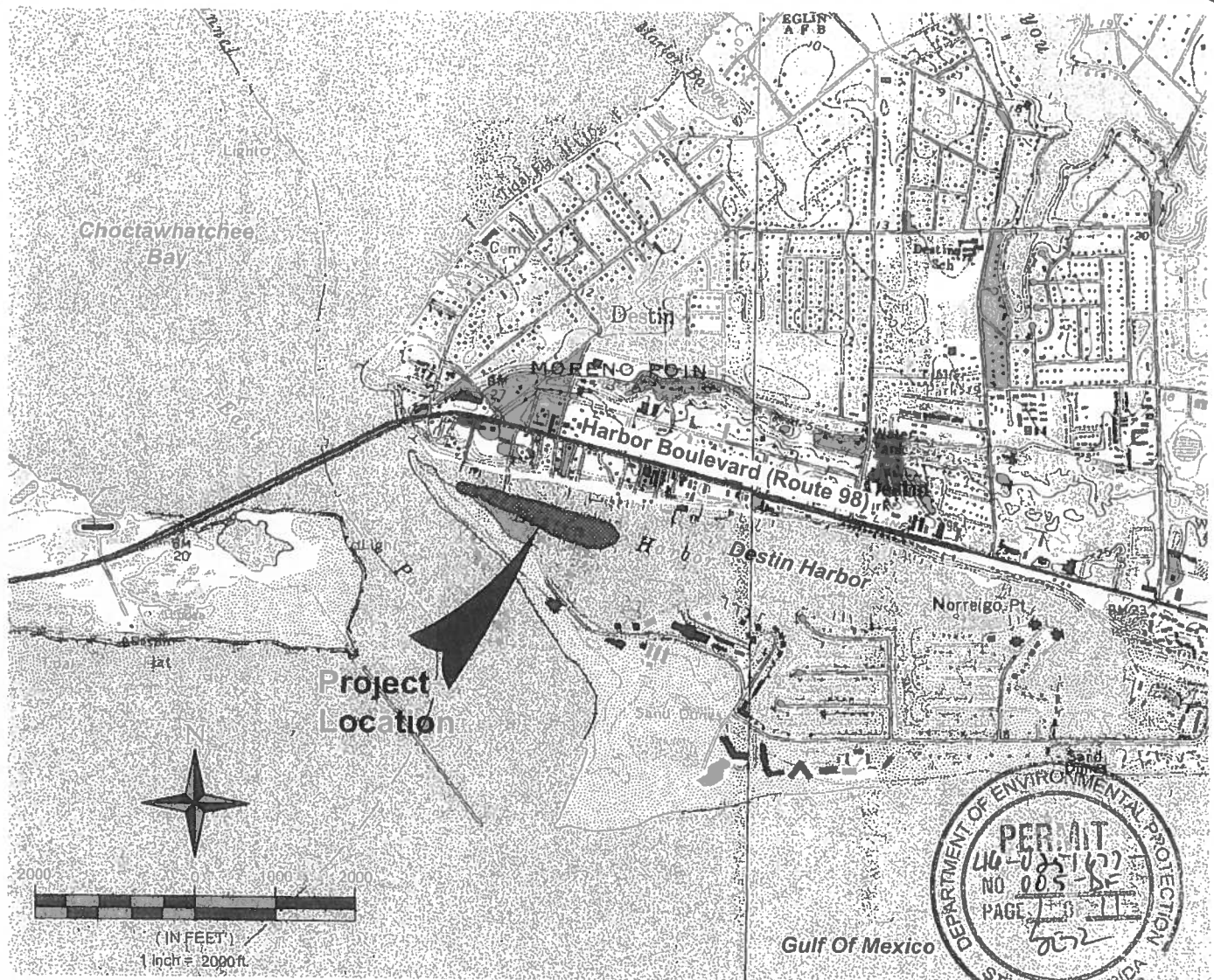
Clerk

Date

Martha Sappelt 3/17/10

Prepared By: 

11 pages attached



APPLICANT NAME AND ADDRESS

City Of Destin
City Manager - Greg Kisela
4200 Two Trees Road
Destin, Florida 32451

PROJECT LOCATION

Destin Harbor, Destin, Florida
Un-sectionalized, Township 2 S, Range 23 W
Okaloosa County, Florida
Lat 30°23'32.03" N, Long 86°30'30.26" W (WGS84)
USGS Quad Sheets:
Destin and Fort Walton Beach, Florida

INDEX OF SHEETS

SHEET NO. DESCRIPTION

- 1 Location Map And Index Of Sheets
- 2 Existing Conditions
- 3 Proposed Dredge Limits And Basin Location
- 4 Dredging Sections
- 5 Dredging Sections
- 6 Dredging Section
- 7 Spoil Basin
- 8 Spoil Basin Sections F-F' And G-G'
- 9 Specifications



543 Harbor Boulevard, Suite 204
Destin, Florida 32541
Certification of Authorization Number 9482
850 654 1555 (voice) • 850 654 0550 (fax)
www.mrd-associates.com

LOCATION MAP AND INDEX OF SHEETS Destin Harbor Dredging

City Of Destin
4200 Two Trees Road, Destin, Florida 32451

Michael R. Dornbrowski

Michael R. Dornbrowski, P.E.
Florida P.E. Number 55255

Date: October 29, 2007

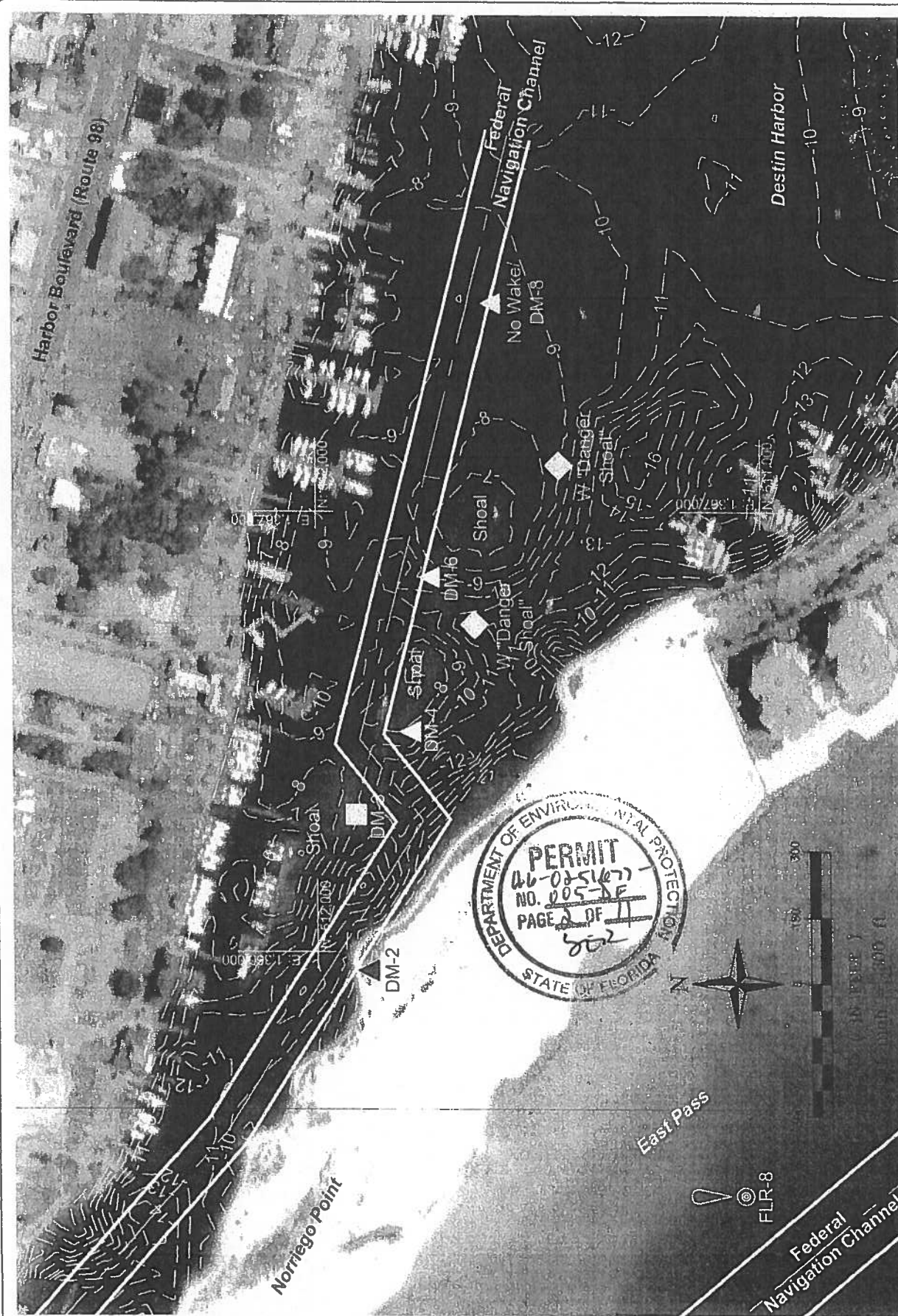
Rev Date

Rev #

PROJECT NUMBER
05-159.1

SHEET NUMBER
1 of 9

THESE DRAWINGS ARE FOR PERMIT REVIEW ONLY AND NOT FOR CONSTRUCTION.



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Michael R. Dombrowski, P.E.
Florida P.E. Number 55255
Date: October 29, 2007
Rev Date:
PROJECT NUMBER
05-159.1
SHEET NUMBER
2 of 9

EXISTING CONDITIONS
Destin Harbor Dredging

City Of Destin
4200 Two Trees Road, Destin Florida 32451

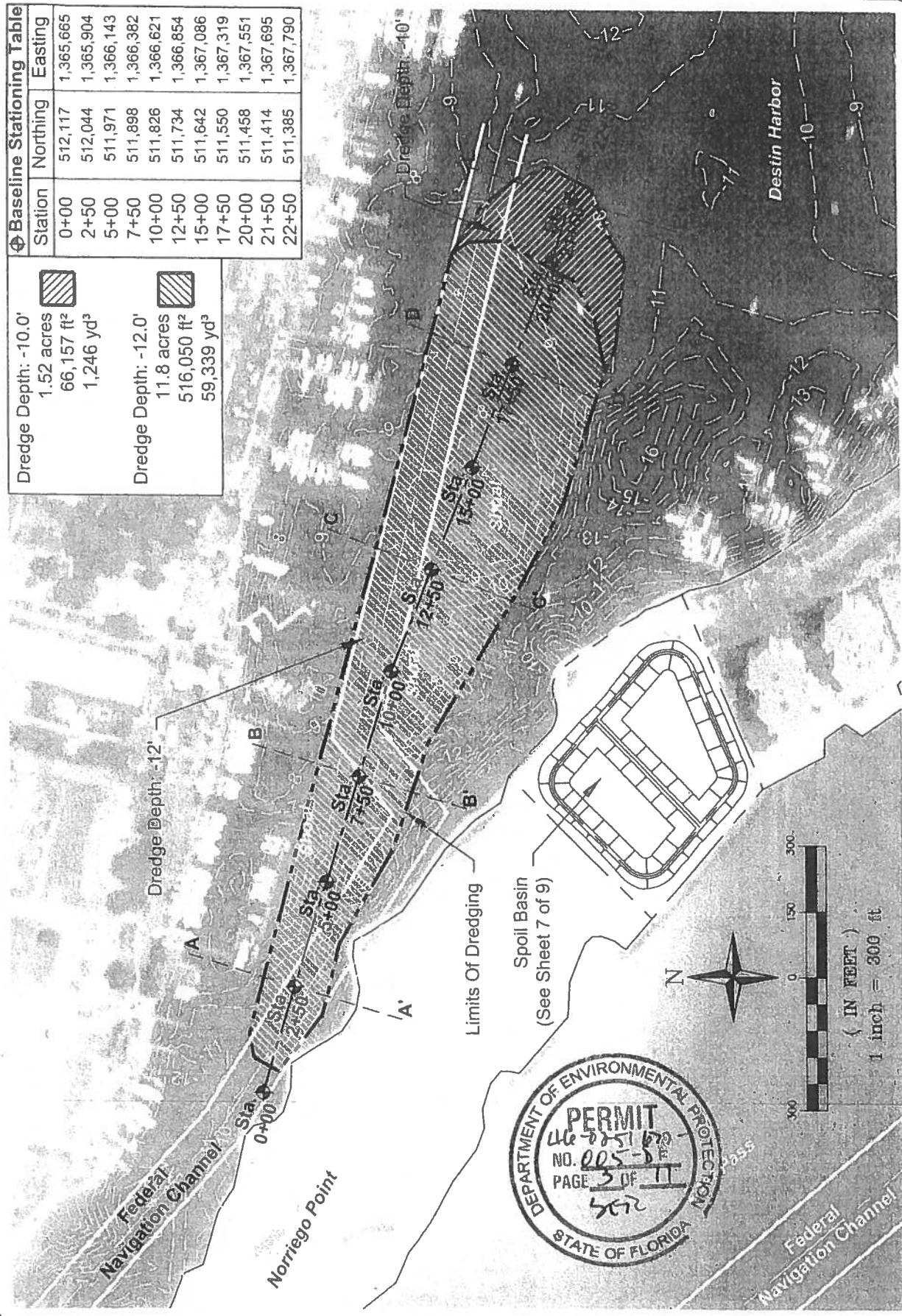
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Baseline Stationing Table		
Station	Northing	Easting
0+00	512,117	1,365,665
2+50	512,044	1,365,904
5+00	511,971	1,366,143
7+50	511,898	1,366,382
10+00	511,826	1,366,621
12+50	511,734	1,366,854
15+00	511,642	1,367,086
17+50	511,550	1,367,319
20+00	511,458	1,367,551
21+50	511,414	1,367,695
22+50	511,385	1,367,790

Dredge Depth: -10.0'	
1.52 acres	
66,157 ft ²	
1,246 yd ³	
Dredge Depth: -12.0'	
11.8 acres	
516,050 ft ²	
59,339 yd ³	



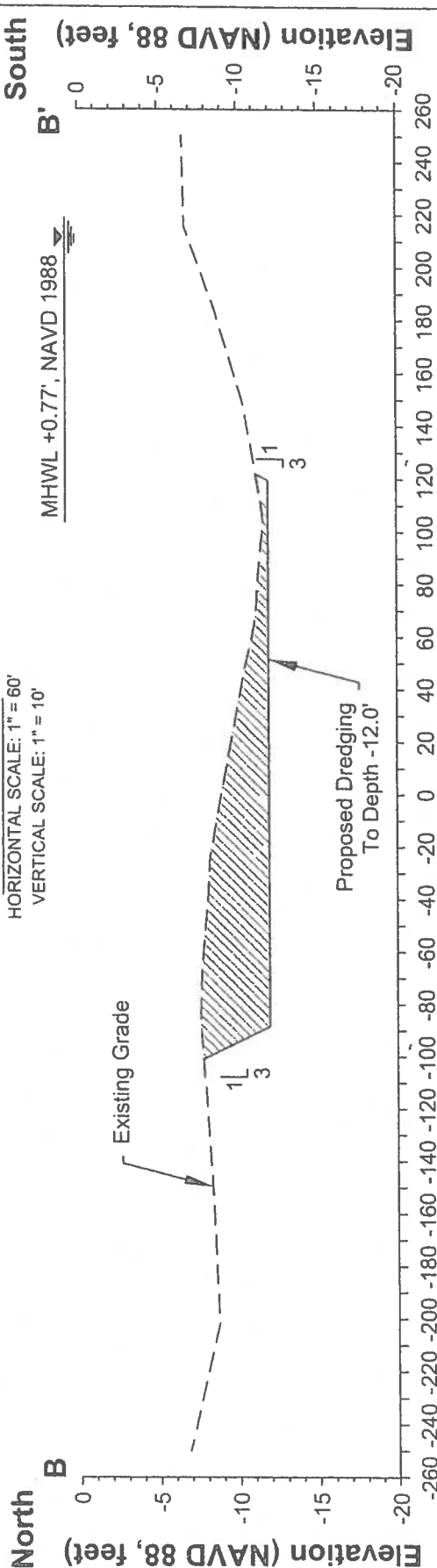
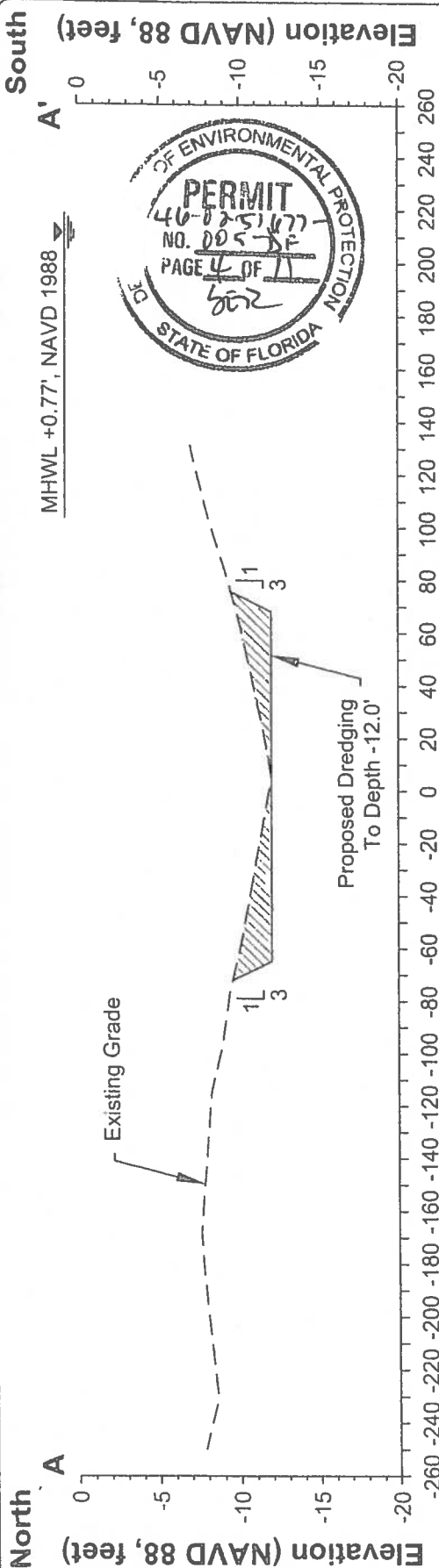
Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: October 25, 2007	Rev #:
PROJECT NUMBER 05-159.1	SHEET NUMBER 3 of 9

PROPOSED DREDGE LIMITS AND BASIN LOCATION Destin Harbor Dredging	
City Of Destin 4200 Two Trees Road, Destin, Florida 32451	


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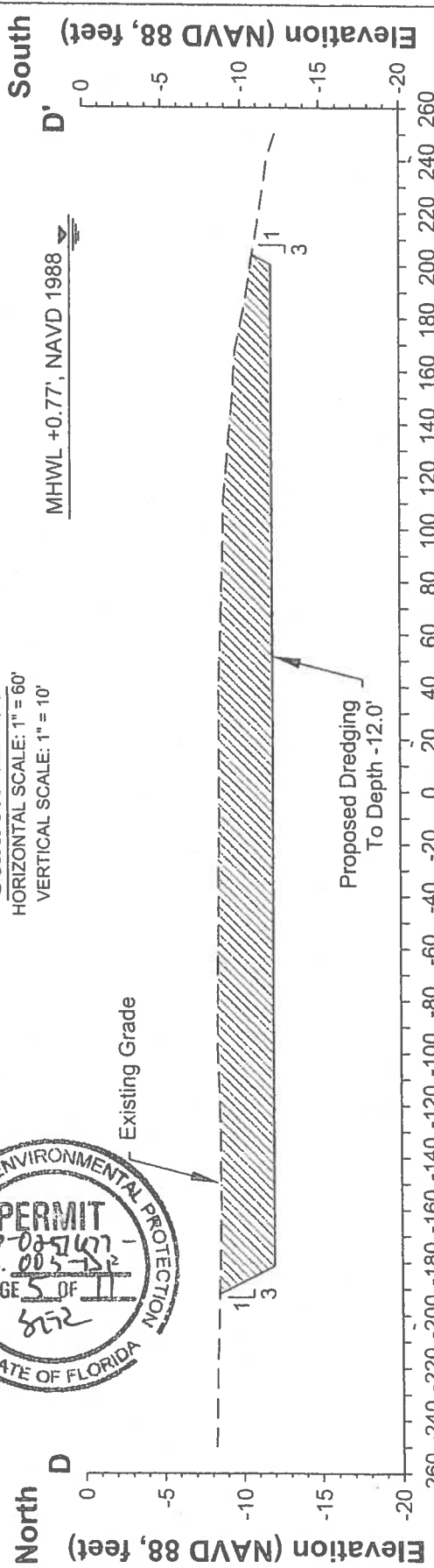
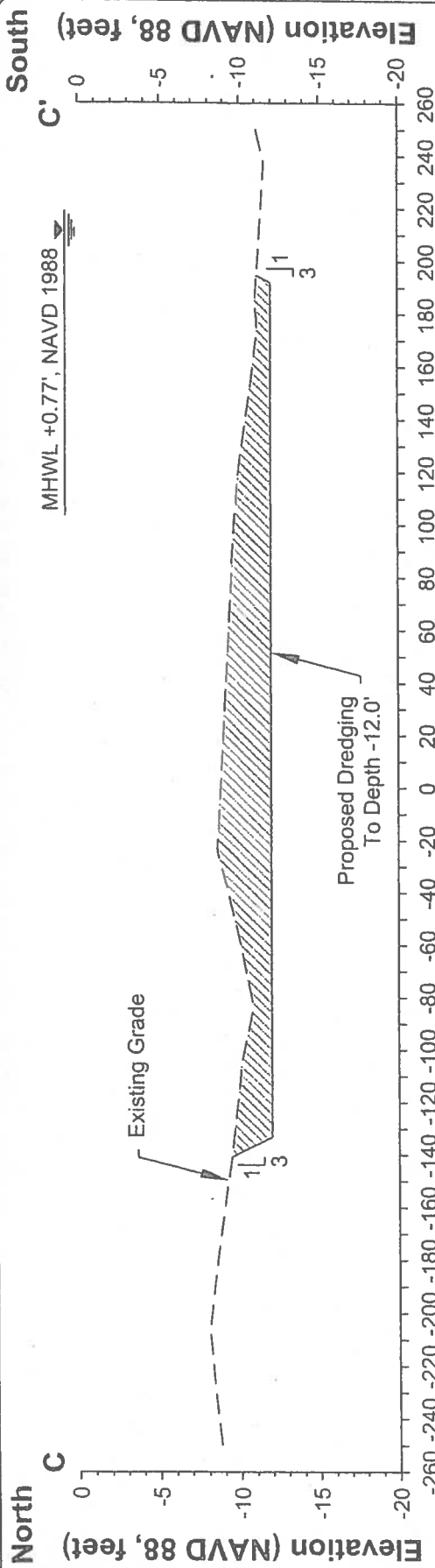
DREDGING SECTIONS
Destin Harbor Dredging

City of Destin
4200 Two Trees Road Destin Florida 32451

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255
Date: October 29, 2007
Rev #:
PROJECT NUMBER
05-159.1
SHEET NUMBER
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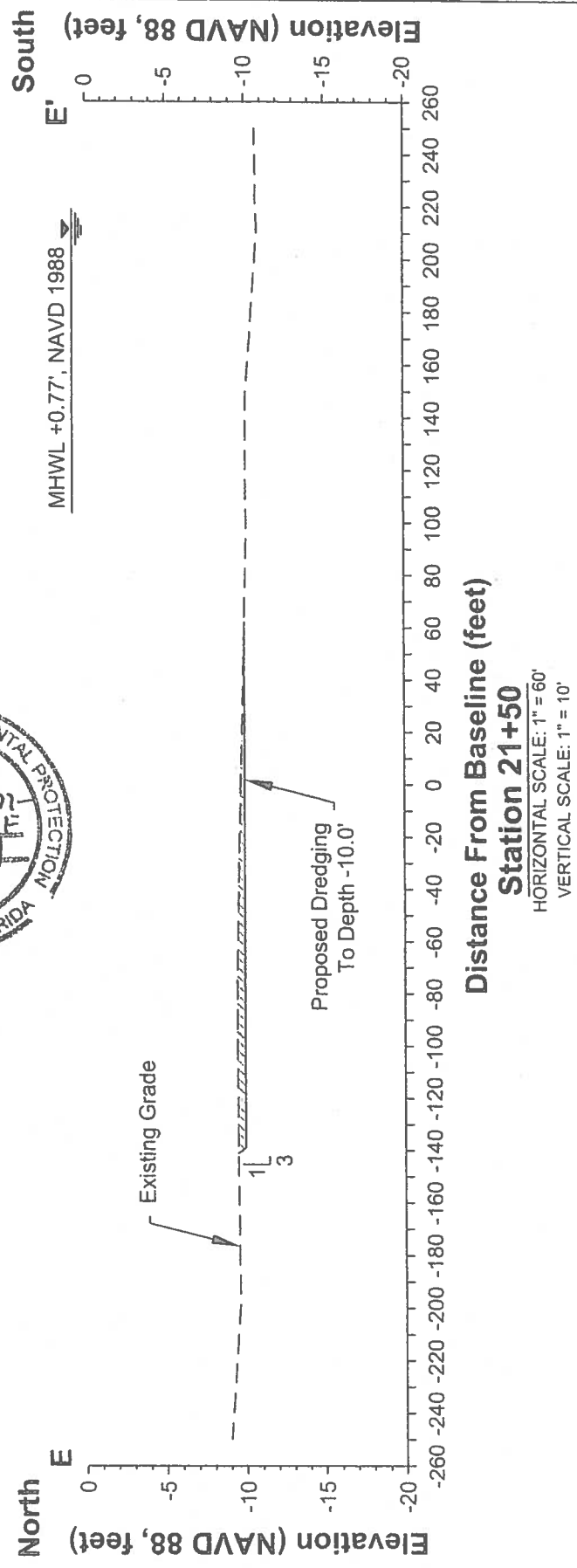
DREDGING SECTIONS
Destin Harbor Dredging

City Of Destin
4200 Two Trees Road, Destin, Florida 32451

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255
Date: October 29, 2007
Rev Data:
PROJECT NUMBER
05-159.1
SHEET NUMBER
5 of 9

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DREDGING SECTION
Destin Harbor Dredging

City Of Destin
4200 Two Trees Road, Destin, Florida 32451

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: October 29, 2007

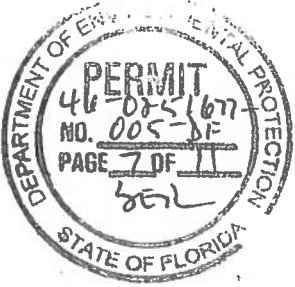
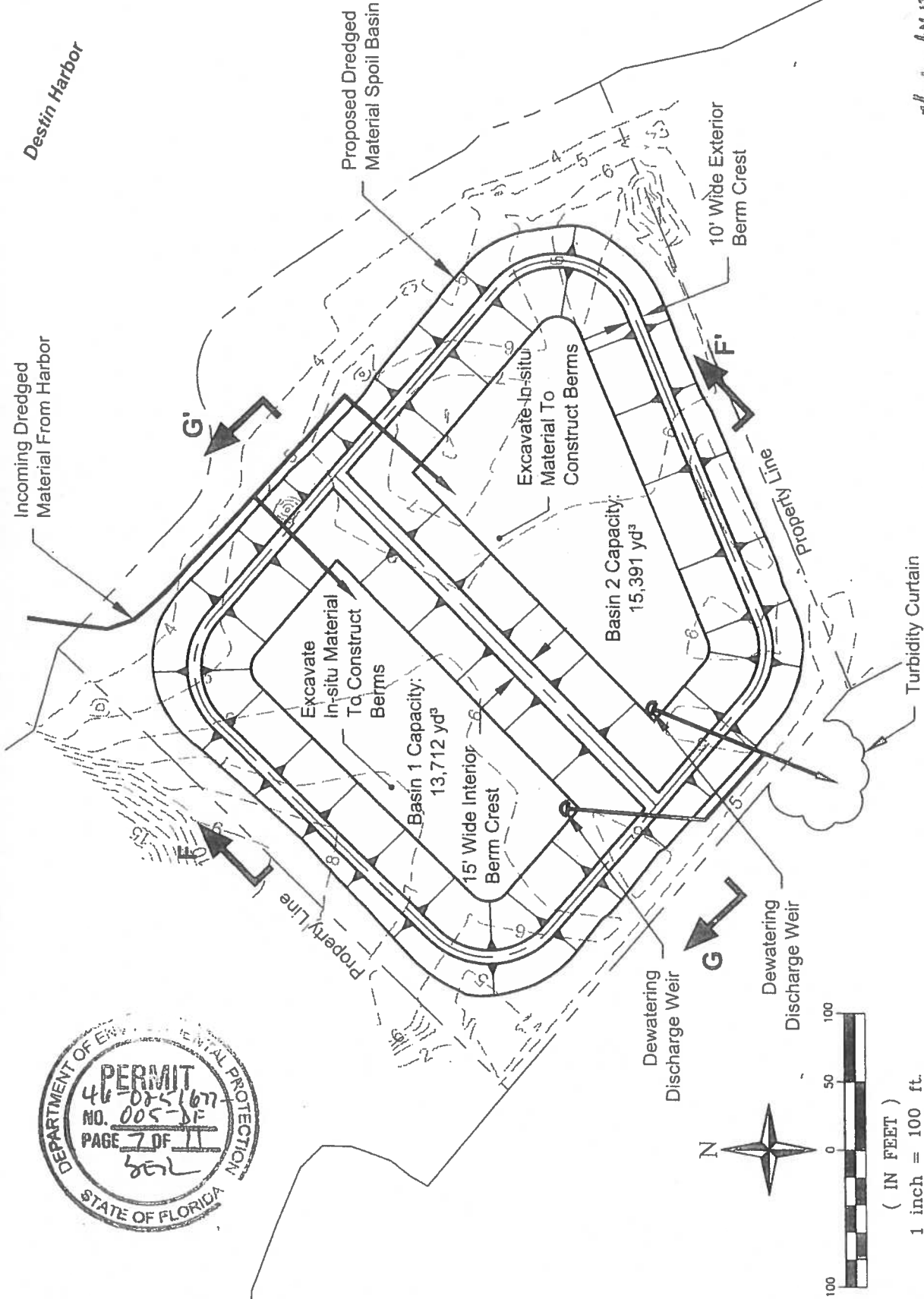
Rev Date: 05-159.1

PROJECT NUMBER: 05-159.1

SHEET NUMBER: 6 of 9

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Michael R. Dombrowski, P.E.
Florida P.E. Number 55255
Date: October 29, 2007
Rev #:
PROJECT NUMBER
05-159.1
SHEET NUMBER
7 of 9

SPOIL BASIN
Destin Harbor Dredging

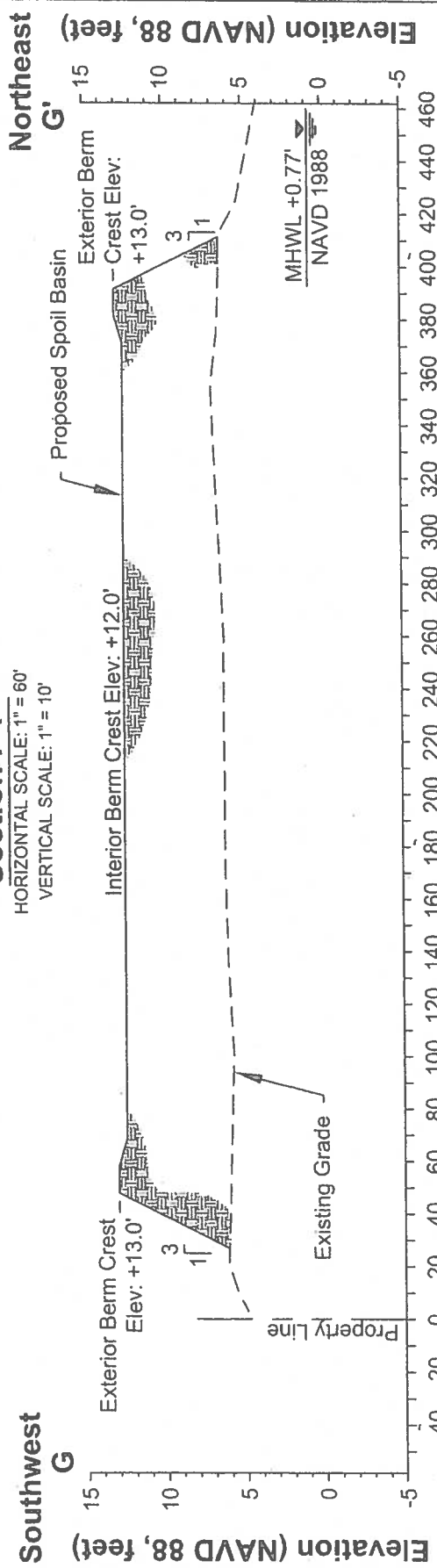
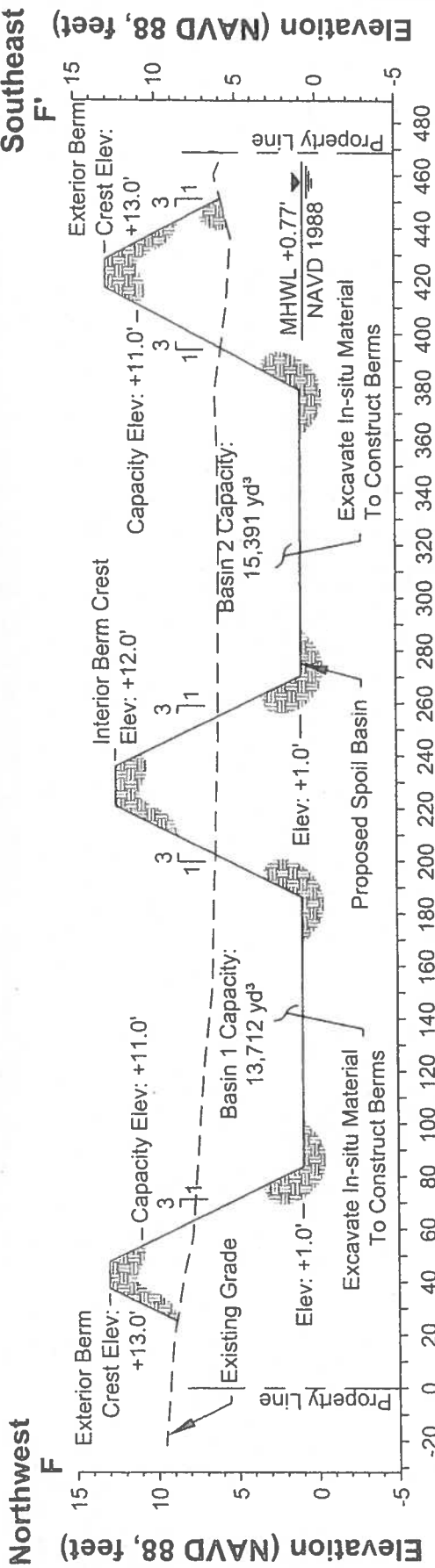
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Distance From Northwestern Property Line (feet)

Section F-F'

Distance From Southwestern Property Line (feet)

Section G-G'

PERMIT

NO. 005-85

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DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA

SPOIL BASIN SECTIONS

Destin Harbor Dredging

City Of Destin
4200 Two Trees Road, Destin, Florida 32451

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Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

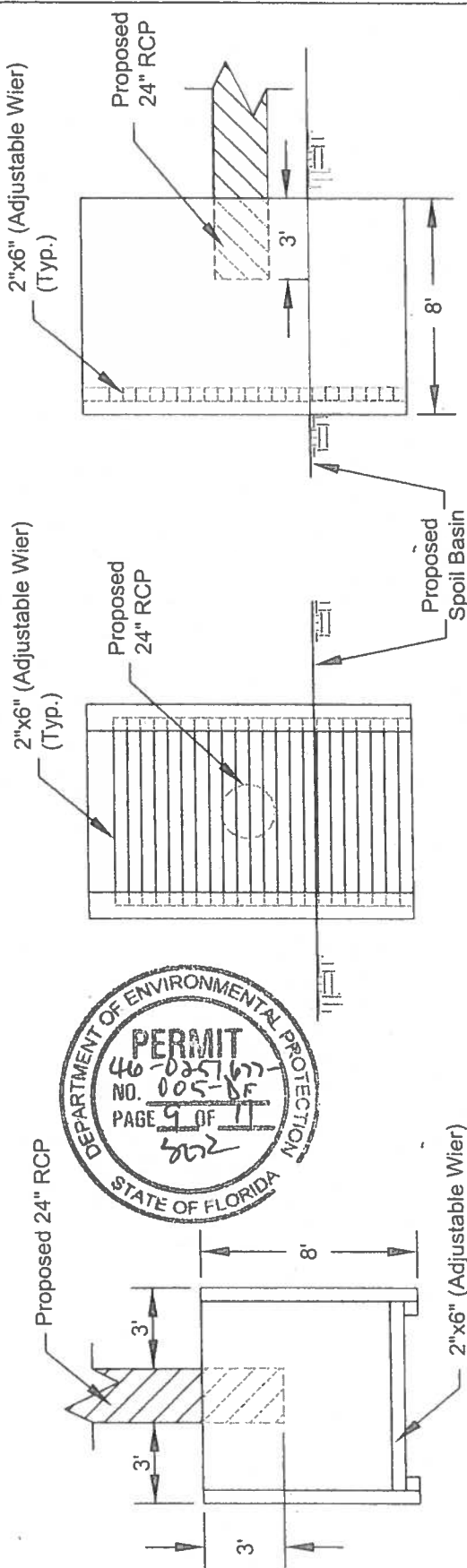
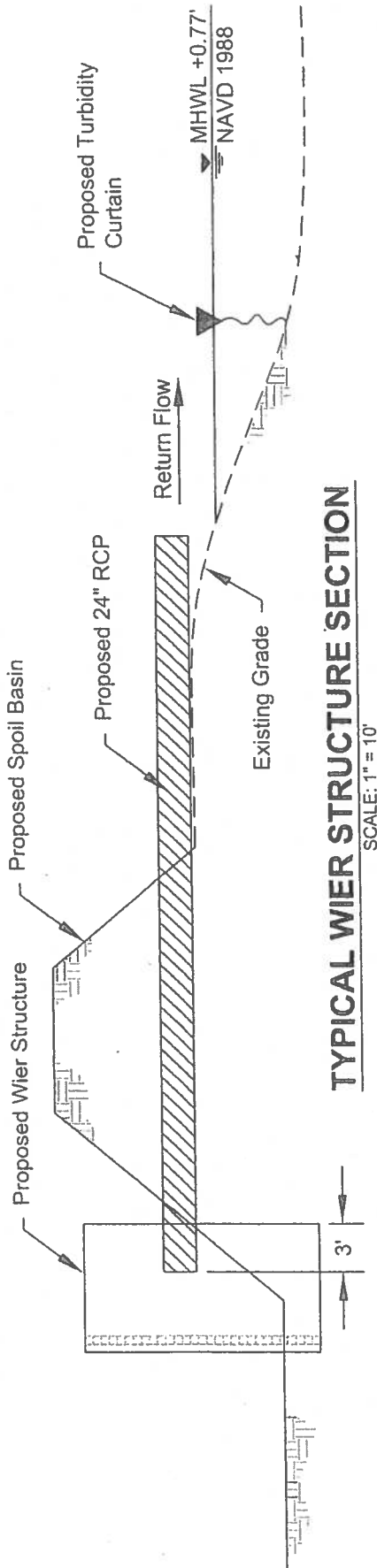
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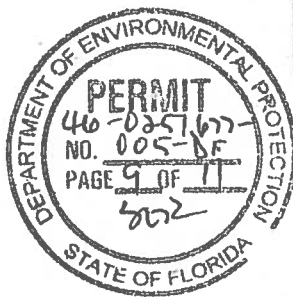
PROJECT NUMBER
05-159.1

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8 of 9

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WIER STRUCTURE PROFILE
SCALE: 1" = 6'



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WIER STRUCTURE TYPICAL SECTION AND DETAILS
Destin Harbor Dredging

City Of Destin
4200 Two Trees Road, Destin, Florida 32451

Michael R. Dombrowski, P.E.
Florida P.E. Number 59255
Date: October 24, 2007
Rev Date:
PROJECT NUMBER: 05-159-1
SHEET NUMBER: 1

Notes:

Drawing is referenced to Florida State Plane, North Zone, NAD27.

Elevations shown hereon are based on North American Vertical Datum 1988 (NAVD 88, feet).

Federal Navigation Channel limits obtained from USACE - Mobile District Website,
http://www.sam.usace.army.mil/op/nav/CS-default.htm, named EPASS0713, dated, July 13, 2006.

Aerial photography obtained from labins.org and flown February 28, 2004. The location of all objects in the photograph are approximate and may not represent current existing conditions.

Bathymetric conditions survey of Destin Harbor performed by MRD Associates, Inc., dated May 4, 2006.

Upland boundary and topographic survey performed by Emerald Coast Associates, Inc., dated November 14, 2005 (sheet 7 of 9).

Construction should not violate State of Florida water quality standards

Dredging Schedule:

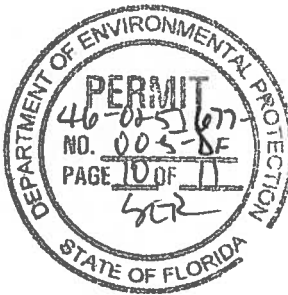
Destin Harbor dredging: 60,585 yd³

Spoil basin 1 capacity: 13,712 yd³

Spoil basin 2 capacity: 15,391 yd³

Total spoil basin capacity: 29,103 yd³

Dredging to be completed in phases alternating between spoil basins. Once a basin is full to capacity, dredge material discharge will commence in the adjacent basin while the full basin is off-loaded as necessary to complete the dredging project.



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SPECIFICATIONS Destin Harbor Dredging

City Of Destin
4200 Two Trees Road, Destin, Florida 32451

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: October 29, 2007

Rev Date:

Rev #:

PROJECT NUMBER
05-159.1

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**DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUBMERGED LANDS AND ENVIRONMENTAL RESOURCES PROGRAM**

GENERAL CONDITIONS FOR AUTHORIZATIONS

Project No: 46-0251677-005-DF

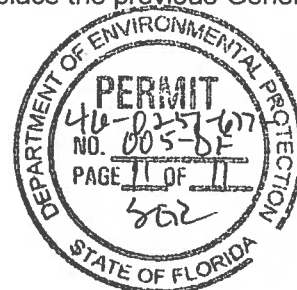
Chapter 18-21.004(7), F.A.C., provides that all authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for aquaculture activities and geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or Chapter 258, Part II, F.S.

Chapter 18-21.004(7), F.A.C., General Conditions for Authorizations:

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

[NOTE: These conditions were adopted in rule March 8, 2004, and replace the previous General Consent Conditions.]

(3/08/2004)



DEPUTY CLERK ASECRIST

JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

This instrument prepared by, and after
recording return to:

Leo J. Salvatori, Esq.
Salvatori Law Office, PLLC
5150 Tamiami Trail North, Suite 304
Naples, FL 34103

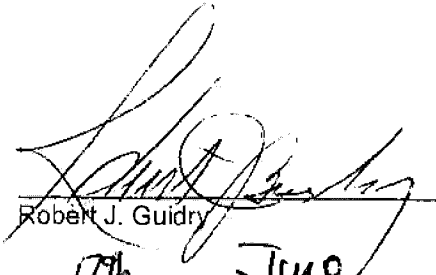
AFFIDAVIT

STATE OF LOUISIANA
PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally appeared **ROBERT J. GUIDRY**, (the
"Affiant") who being by me first duly sworn, did depose and say:

1. That Affiant's name is Robert J. Guidry.
2. That Affiant is the Manager of East Pass Prime Properties, LLC, a Florida limited liability company, which itself is the Manager of Pointe Resort, LLC, a Florida limited liability company ("Pointe Resort").
3. That Pointe Resort is the owner of the premises described on Exhibit "A" and attached hereto (the "Property").
4. The prior owners of the Property had been engaged in litigation with Holiday Isle Civic Association, Inc., a Florida not-for-profit corporation ("Holiday Isle").
5. Said litigation was eventually settled in accordance with the terms of an unrecorded Settlement Agreement, a copy of which is attached hereto as Exhibit "B".
6. That said Settlement Agreement is still of full force and effect, and relied upon by Pointe Resort in its acquisition of the Property.
7. This Affidavit is made and entered into for the express purpose of placing said Settlement Agreement of public record.

FURTHER AFFIANT SAYETH NAUGHT.


Robert J. Guidry

SWORN TO AND SUBSCRIBED before me this 17th day of June, 2018, by
ROBERT J. GUIDRY, who is personally known to me or has produced
as identification.


NOTARY PUBLIC

~~MARK S. EMBREE~~
PRINTED OR STAMPED NAME OF NOTARY
~~NOTARY PUBLIC~~
MY COMMISSION EXPIRES:
Parish of Orleans, State of Louisiana
My Commission is issued for Life
Louisiana Notarial Identification No. 23187

EXHIBIT "A"
PROPERTY

CONDOMINIUM PARCEL (AS WRITTEN) A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH $31^{\circ}33'00''$ WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH $65^{\circ}28'19''$ WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH $24^{\circ}31'41''$ EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF $48^{\circ}59'18''$, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH $60^{\circ}02'13''$ WEST, CHORD DISTANCE = 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH $38^{\circ}35$ MINUTES, $42''$ WEST, A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY. HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF $11^{\circ}00'05''$, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING = NORTH $33^{\circ}12'52''$ WEST, CHORD DISTANCE = 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF $13^{\circ}36'19''$ AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING = NORTH $20^{\circ}24'51''$ WEST, CHORD DISTANCE = 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM, BEING THE POINT OF BEGINNING; THENCE ON THE WEST BOUNDARY THEREOF SOUTH $68^{\circ}06'39''$ WEST, FOR A DISTANCE OF 351.00 FEET TO A POINT ON THE SEAWARD VERTICAL FACE OF AN EXISTING SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE ON SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO THE FOLLOWING TWO CALLS: (1) NORTH $38^{\circ}01'05''$ WEST, FOR A DISTANCE OF 2.50 FEET; (2) NORTH $49^{\circ}25'44''$ WEST, FOR A DISTANCE OF 385.65 FEET; THENCE DEPARTING SAID VERTICAL FACE OF SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, NORTH $45^{\circ}13'52''$ EAST, FOR A DISTANCE OF 349.23 FEET TO A POINT ON THE SOUTH LINE OF A PROPOSED 100 FOOT RIGHT OF WAY; THENCE ALONG SAID SOUTH LINE THE FOLLOWING TEN (10) CALLS: (1) SOUTH $51^{\circ}29'39''$ EAST, FOR A DISTANCE OF 5.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 297.00 FEET, THENCE (2) THROUGH A CENTRAL ANGLE OF $5^{\circ}32'11''$, AN ARC DISTANCE OF 28.70 FEET (CHORD BEARING = SOUTH $48^{\circ}14'25''$ EAST, CHORD DISTANCE = 28.69 FEET) TO A POINT OF TANGENCY; THENCE (3) SOUTH $45^{\circ}28'19''$ EAST, FOR A DISTANCE OF 90.85 FEET TO POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 225.00 FEET; THENCE (4) THROUGH A CENTRAL ANGLE OF $40^{\circ}22'41''$, AN ARC DISTANCE OF 158.56 FEET (CHORD BEARING = SOUTH $65^{\circ}39'39''$ EAST, CHORD DISTANCE = 155.30 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET; (5) THENCE ON THROUGH A CENTRAL ANGLE OF $48^{\circ}37'29''$, AN ARC DISTANCE OF 63.65 FEET (CHORD BEARING = SOUTH $61^{\circ}32'15''$ EAST, CHORD DISTANCE = 61.76 FEET) TO A POINT OF TANGENCY; (6) THENCE SOUTH $37^{\circ}13'31''$ EAST, FOR A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 425.00 FEET; (7) THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF

13°08'19", AN ARC DISTANCE OF 97.46 FEET, (CHORD BEARING AND DISTANCE = SOUTH 30°39'22" EAST, A DISTANCE OF 97.25 FEET), TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; (8)THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°20'21", AN ARC DISTANCE OF 44.23 FEET, (CHORD BEARING AND DISTANCE = SOUTH 12°20'37 SECONDS EAST, A DISTANCE OF 43.87 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET; (9)THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°46'31", AN ARC DISTANCE OF 30.05 FEET, (CHORD BEARING AND DISTANCE = SOUTH 06°33'42" EAST, A DISTANCE OF 29.98 FEET) TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 503.88 FEET; (10) THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°09'43", AN ARC DISTANCE OF 1.42 FEET (CHORD BEARING AND DISTANCE = SOUTH 13°31'50" EAST, A DISTANCE OF 1.42 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXHIBIT "B"
SETTLEMENT AGREEMENT

04/01/2005 FRI 16:27 FAX 850 224 7662 David Theriaque, PA

002/007

**SETTLEMENT AGREEMENT BETWEEN HOLIDAY ISLE IMPROVEMENT
ASSOCIATION, INC. AND POINTE ONE, LLC.**

This Settlement Agreement ("Agreement") is made and entered into by Holiday Isle Improvement Association, Inc. ("HIIA"), a Florida Corporation, and Pointe One, LLC ("Pointe One"), a Florida Limited Liability Company.

WHEREAS, Pointe One is the owner of a certain parcel of real property located on Norriego Pointe, Destin, and generally described as shown in Exhibit "A" (hereinafter referred to as "the property"); and

WHEREAS, Pointe One intends to develop the property and construct a condominium tower and marina ("the Pointe One project"); and

WHEREAS, HIIA and Pointe One have a present dispute concerning Pointe One's plans for development of the property which is the subject of pending legal action; and

WHEREAS, HIIA and Pointe One desire to resolve the pending litigation.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained in this Agreement, HIIA and Pointe One hereby agree to the following:

1. HIIA and Pointe One agree that the Pointe One project will reflect the Site Plan distributed during the settlement meeting held between the parties on February 22, 2005, as modified only by the extension of the pavement to the end of the right-of-way. A copy of the Site Plan agreed upon by HIIA and Pointe One is attached hereto as Exhibit "B." HIIA and Pointe One further agree that the Pointe One project will include a marina. HIIA and Pointe One agree that the Pointe One project will not be submitted to HIIA for any further review provided that there are no modifications to the Site Plan; if further modifications to the Site Plan are proposed by Pointe One, only such modifications to the Site Plan and not the entire Pointe One project may be reviewed by HIIA. HIIA and Pointe One agree that minor modifications of the Pointe One project requested by Pointe One and/or required by any reviewing governmental authorities may be made without violating this Agreement, provided that any minor modifications to the Site Plan only must be submitted to HIIA by Pointe One for review and approval, which review will be timely and which approval will not be unreasonably withheld by HIIA. HIIA and Pointe One agree that for purposes of this paragraph "minor modifications" does not include any increase in the height of the Site Plan as provided in paragraph 2 of this Agreement.

2. The Parties agree that the maximum height of the Pointe One project as reflected in the Site Plan will not exceed ninety-four (94) feet. This height limitation will be calculated pursuant to the methodology presented in the newly-proposed City of Destin Comprehensive Plan. A copy of the methodology is attached hereto as Exhibit "C."

3. The Parties agree to a setback of the Site Plan from the public right-of-way of twenty (20) feet, rather than twenty-five (25) feet as currently provided by the HIIA Protective Covenants and Restrictions ("PCRs").

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04/01/2005 FRI 16:27 FAX 850 224 7862 David Theriaque, PA

003/007

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003/007

4. Pointe One agrees within ninety (90) days from the effective date of this Agreement to join the HHA and be subject to the PCRs, which PCRs would be binding on Pointe One, except to the extent that the PCRs are inconsistent or conflict with this Agreement, in which case the provisions of this Agreement control.

5. Pointe One agrees to pay to HHA the outstanding past due HHA assessments of \$3,604. Such payment will be made upon closing of the Pointe One project construction loan, but no later than ninety (90) days from the effective date of this Agreement.

6. Pointe One agrees to pay to HHA up to \$45,000.00 towards HHA's attorneys' fees. HHA agrees to provide documentary support for the attorneys' fees claimed. Such payment will be made upon closing of the Pointe One project construction loan, but no later than ninety (90) days from the effective date of this Agreement.

7. Pointe One will pay to HHA \$100,000.00 to fund an improvement project, such as sidewalks or lighting, on Holiday Isle. Such payment will be made upon closing of the Pointe One project construction loan, but no later than December 31, 2005.

8. HHA agrees to publicly support the Site Plan before the City of Destin, HHA agrees to not oppose the Site Plan before all other reviewing governmental authorities, and HHA agrees to not oppose the marina before the City of Destin and all other reviewing governmental authorities.

9. HHA agrees to dismiss with prejudice the pending legal action, captioned Holiday Isle Improvement Association, Inc. v. Destin Development LLC, et al., Case No. 04-CA-2381, within one week of the effective date of this Agreement.

10. This Agreement shall be binding upon and shall inure to the benefit of the respective parties and their successors and assigns.

11. This Agreement constitutes the complete Agreement between the parties and may not be modified except by written agreement of the parties.

12. Each party to this Agreement shall have the right to enforce this Agreement through any remedy in law or equity, and this Agreement shall be governed by the laws of the State of Florida in any suit to enforce this Agreement. If legal action is taken to enforce this Agreement, the prevailing party shall be entitled to an award of attorney's fees and costs.

13. The undersigned represent and warrant that they have legal authority to sign on behalf of and bind their respective principal(s) to this Agreement.

14. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

Page 2 of 4

HST

04/01/2005 FRI 16:27 FAX 850 224 7882 David Theriaque, PA

004/007

04/01/2005 FRI 16:27 FAX 850 224 7882 David Theriaque, PA

004/007

15. This Agreement shall be effective upon its execution by HIA and Pointe One.
16. This Agreement may be executed in counterparts and by facsimile.



Page 3 of 4

04/01/2005 FRI 16:27 FAX 850 224 7662 David Theriaque, PA

005/007

IN WITNESS WHEREOF, _____, as _____ of Holiday Isle
Improvement Association, Inc., has caused this Agreement to be executed on its behalf this 1st
day of April, 2005.

Holiday Isle Improvement
Association, Inc.

H. Scott Howell
President

Mary Lou Green
Mary Lou Green
Printed Name of Witness One

Dorothy E. Culbertson
Dorothy E. Culbertson
Printed Name of Witness Two

IN WITNESS WHEREOF, Lucius S. Evins, as Managing Member of Pointe One, LLC,
has caused this Agreement to be executed on its behalf this ____ day of _____, 2005.

Pointe One, LLC.

Lucius S. Evins

Printed Name of Witness One

Printed Name of Witness Two

04-01-05 04:54PM FROM-MCCRORY BUILDING CO,

2052520958

T-301 P.05/05 F-048

IN WITNESS WHEREOF, _____, as _____ of Holiday Isle
Improvement Association, Inc., has caused this Agreement to be executed on its behalf this ____
day of _____, 2005.

Holiday Isle Improvement
Association, Inc.

President

Printed Name of Witness One

Printed Name of Witness Two

IN WITNESS WHEREOF, Lucius S. Evins, as Managing Member of Pointe One, LLC.,
has caused this Agreement to be executed on its behalf this 1 day of April, 2005.

Pointe One, LLC.

By Pointe One, LLC (Managing Member)

By Lucius S. Evins
Lucius S. Evins Its Managing Member

Nathan M. Hill
[Signature]
Printed Name of Witness One

Steven T. Lebo
[Signature]
Printed Name of Witness Two

FILE # 2127582 RCD: 06/04/2004 @ 10:59 AM, BK: 2537 PG: 2079 RECORDING:
\$24.00 RECORDING ARTICLE V: \$20.00 DEED DOCSTAMPS \$156520.00 DEPUTY
CLERK GDUNEVANT NEWMAN C. BRACKIN, OKALOOSA COUNTY FL

RECORDING: \$ 35.50
DOCUMENTARY STAMP TAX PAID: \$ 156,520.00
PARCEL ID: 002524000000340000

ASSIGNMENT AND DEED

STATE OF FLORIDA
COUNTY OF OKALOOSA

WHEREAS, OKALOOSA ISLAND AUTHORITY did on September 9, 1961, as Lessor enter into a Lease Agreement with C.B.S. DEVELOPMENT CORPORATION, a Florida corporation ("C.B.S."), therein called Lessee, which Lease Agreement was recorded in Official Records Book 209, Page 123, of the Public Records of Okaloosa County, Florida (the "Lease"); and

WHEREAS, the Lease was amended by Amendment of Lease Agreement executed by the parties on August 23, 1962, and recorded in Official Records Book 244, Page 348, of the Public Records of Okaloosa County, Florida; and

WHEREAS, C.B.S. did heretofore sublet, assign and transfer a portion of real estate included in the Lease to White Sands Investment Corp. ("White Sands") by Sublease dated June 16, 1972, and recorded in Official Records Book 657, Page 240, of the Public Records of Okaloosa County, Florida; and

WHEREAS, the Lease was amended by Amendment of Lease executed by the parties on November 8, 1972, and recorded in Official Records Book 676, Page 108, of the Public Records of Okaloosa County, Florida; and

WHEREAS, White Sands did heretofore assign and transfer a portion to John R. Parish, Jr. and Charles Little, by Assignment of Lease dated January 27, 1982, and recorded in Official Records Book 1141, Page 267, of the Public Records of Okaloosa County, Florida; and

WHEREAS, by and through various assignments of the above mentioned leases and amendments thereof, Destin Development, LLC, a Florida limited liability company, ("Destin Development") is now the Lessee of the following described real estate:

For full legal description see Exhibit "A" which is attached and made a part hereof (the "Land").

BK: 2537 PG: 2080

WHEREAS, Destin Development desires to assign, transfer and quitclaim the Land to Pointe One, LLC, a Florida limited liability company, ("Pointe One") whose mailing address is 3512 7th Avenue South, Birmingham, AL 35222, and Pointe One desires to accept this Assignment and Quitclaim.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Destin Development, for and in consideration of One Hundred Dollars and other good and valuable consideration to it paid, by Pointe One and receipt of which is hereby acknowledged, does hereby sublet, grant, demise, bargain, sell, assign and convey to Pointe One, its successors and assigns the Land.

TO HAVE AND TO HOLD the Land unto Pointe One, its successors and assigns for and during the full term and period of ninety-nine (99) years from September 9, 1961, or until sooner terminated, upon terms and conditions set forth below.

1. Pointe One has heretofore provided consideration to Destin Development as required for this Assignment.
2. This Assignment and Deed is made subject to any and all restrictive covenants, easements, lease conditions, assessments, if any, and other matters affecting the Land according to documents heretofore recorded in the Public Records of Okaloosa County, Florida, but none are the same are hereby reimposed.
3. Destin Development further covenants and agrees that if Pointe One shall pay the annual assessments herein provided and shall keep, observe and perform all of the other covenants of the Lease to be kept, observed and performed by Pointe One, Pointe One shall peaceably and quietly have, hold and enjoy the Land for the term aforesaid.

IN WITNESS WHEREOF, Destin Development and Pointe One have executed this Assignment and Deed in several counterparts, each of which constitutes an original, this the 28th day of May, 2004.

BK: 2537 PG: 2081

05/28/04 FRI 10:38 FAX 850 784 0857

BURKE & BLUE, P.A.

0008

Signed, sealed and delivered
in the presence of:

[Signature]

Seth E. Wright
Print Name of Witness

[Signature]

L. Mitchell Kupp
Print Name of Witness

DESTIN DEVELOPMENT, LLC,
a Florida limited liability company

By: [Signature]

Rod M. Wright
As Its Managing Member

POINTE ONE, LLC,
a Florida limited liability company

By: POINTE II, LLC

By: [Signature]

Lucius S. Evins, III
As Its Managing Member

[Signature]

Birtnee McCrory
Print Name of Witness

[Signature]

Bradley W. Judy
Print Name of Witness

Alabam
STATE OF FLORIDA
COUNTY OF Baldwin

The foregoing instrument was acknowledged before me this 28th day of May, 2004, by Rod M. Wright, as Managing Member of Destin Development, LLC, who: (notary must check applicable box)

- ☐ is personally known to me.
☒ produced a current Florida driver's license as identification.
☐ produced _____ as identification.



[Signature]

(Print or Type Name)

Notary Public

Serial #

My Commission Expires: 2-14-07

3

Notary Public State of Alabama at Large
My Commission Expires: Feb. 14, 2007
Bonded thru Notary Public Underwriters

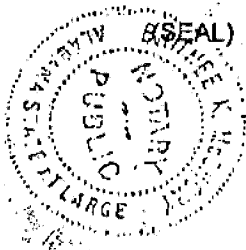
Notary Public State of Alabama at Large
My Commission Expires: Feb. 14, 2007
Bonded thru Notary Public Underwriters

BK: 2537 PG: 2082

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 1st day of June 2004, by Lucius S. Evins, III, as Managing Member of Pointe II, LLC, who: (notary must check applicable box)

- ☒ Is personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.



Burtner McCarty
Burtner McCarty
(Print or Type Name)
Notary Public
Serial # _____
My Commission Expires: 08-01-06

PREPARED BY AND RETURN TO:
Les W. Burke, Esq.
Burke, Blue & Hutchison, P.A.
P.O. Box 70
Panama City, FL 32402
(850) 769-1414

BK: 2537 PG: 2083

EXHIBIT "A"**Legal Description**

Commence at the Northernmost corner, Lot 124, Block F, Holiday Isle, Destin, Florida; Residential Section No. 5; thence S30°34'00"W 724.75 feet; thence N66°29'00"W, 1877.26 feet; thence N23°31'00"E 16.04 feet; thence N88°36'59"W 279.52 feet; thence N39°36'39"W 1,171.21 feet to the Point of Beginning; thence S67°13'00"W 231.85+/- feet to the waters edge of Gulf of Mexico; thence Northwesterly along waters edge 425+/- feet; thence N44°19'00" 60+/- feet to a point on a line that bears N61°53'09"W 516.28 feet from the Point of Beginning; thence continue N44°19'00"E 200+/- feet to waters edge of Old Pass Lagoon; thence Southeasterly along waters edge 660+/- feet; thence S67°13'00"W 150+/- feet to the Point of Beginning. Less and Except 100' Okaloosa County road right of way.

H05000140830 3

ARTICLES OF INCORPORATION

OF

THE POINTE BEACH & YACHT CLUB OWNERS ASSOCIATION, INC.

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME. The name of the corporation shall be THE POINTE BEACH & YACHT CLUB OWNERS ASSOCIATION, INC. (the "Association") and the street address of its initial principal office is 3512 Seventh Avenue South, Birmingham, AL 35222.

ARTICLE II

PURPOSE. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, 2005, for the operation, management, maintenance and control of the Condominium being developed by Pointe One, LLC, a Florida limited liability company, its successors and assigns, the "Developer". The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

POWERS. The powers of the Association shall include and be governed by the following provisions:

(A) The Association shall have all the common law and statutory powers of a corporation not for profit under chapter 617, Florida Statutes, and all of the statutory powers of a corporation under chapter 607, Florida Statutes (where permitted as to a corporation not for profit), to the extent not in conflict with the terms of these Articles or the declaration of condominium of the Condominium.

(B) The Association shall have all the powers and duties set forth in these Articles and the declaration of condominium of the Condominium and in the Condominium Act except where the Act allows limitations by these Articles or the declaration of condominium of the Condominium and all of the powers and duties reasonably necessary to operate condominiums pursuant to the declaration of condominium of the Condominium and as it may be amended from time to time, including but not limited to the following:

(1) To hold title to and own fee simple or other lesser interest in real, personal or mixed property, wherever situated, including units in the Condominium, and to lease, mortgage and convey same.

(2) To make and collect assessments against the members as unit owners to defray the costs, expenses and losses of the Condominium and any portions of the Stormwater Management System serving the development as exempted or permitted by applicable regulatory authority.

(3) To use the proceeds of the assessments in the exercise of these powers and duties, including the assignment of assessments and assessment collection rights in order to collateralize loans the Association may deem appropriate.

(4) To maintain, repair, replace and operate the property of the Condominium or any other property of the Association, including, but not limited to, any portions of the Stormwater Management System serving the development as exempted or permitted by applicable regulatory authority that may become part of the Common Elements or property of the Association.

Prepared by:
Rob Blue, Jr., Esq.
Burke, Blue & Hutchison, P.A.
221 McKenzie Avenue
Panama City, FL 32401
Phone: 850-769-1414
Fla Bar #0122450
Matter: P266-15731

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(C) The share of a member in the funds or assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

(D) The owner of each unit the Condominium shall be entitled to at least one (1) vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V

DIRECTORS.

(A) The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than seven (7) directors who shall be designated or elected as hereinafter set forth. In order to qualify as a candidate for election and to serve as a director of the Association, such candidate or director shall be a member of the Association and must own record title to at least an undivided fifteen (15%) interest in a unit in the Condominium.

(B) The names and addresses of the members of the first Board of Directors who have been designated as such by the Developer and who shall hold office until their successors are designated or elected as herein provided and have qualified or until removed as herein provided are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Lucius S. Evins, III 35222	3512 7th Avenue South, Birmingham, AL
Charles W. Fuller	P.O. Box 28105, Panama City Bch, FL 32411
Patrick Barcus	2485 Banegaher St., Duluth, GA 30097

The Developer shall have the right to designate the members of the Board of Directors for so long as the law will permit it to do so. This right includes the right by the Developer, in its sole discretion, to change or remove, from time to time, directors it has designated and the right to fill vacancies on the Board of Directors, as to those directors it is allowed by law to designate. Unit Owners, other than the Developer, shall have the right to elect such directors at such time and in such manner as the law requires.

(C) Until unit owners other than the Developer are entitled to elect at least a majority of the Board of Directors, the Board of Directors shall consist of three (3) members. The first election of Directors shall not be held until required by the Condominium Act, including Section 718.301(1)(a)-(e) thereof, or until the Developer elects to terminate its control of the Association. The provisions of Section 718.301 (1) (a)-(e) are set forth in Article (D) below.

(D) Section 718.301(1)(a-e) of the Condominium Act provides as follows:

"718.301 Transfer of association control.-

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

H05000140830 3

c. HIA Assessments: \$12.50 per month; \$37.50 per quarter; and \$150.00 annually.

The per unit costs of the Commercial Package of communication services do not include long distance services, as long distance services will be billed on a usage basis. The per unit costs of the Commercial Package of communication services include only basic channel services and one premium channel. Additional channel services will be available on an optional basis at additional personal expense of unit owners electing such optional additional services.

The Commercial Package of communication services and the Pest Control services are to be the subject of separate bulk billing contracts with the Association and the per unit rates described above are only available if all units are included in the bulk billing contracts. The Association will be acting as a central collection point for these private unit owner expenses and will remit the collections to the service provider, all as agent for and as a convenience to unit owners, but at all times the obligation to pay for such services rests with the unit owner. Other private services may be arranged for through the Association in the future.

The Association shall have a non-condominium lien on such unit owner's unit for the amounts due from a unit owner to the Association for private unit owner expenses billed through the Association as a convenience to unit owners, including interest, which lien may be enforced and foreclosed in the manner in which mortgages are foreclosed in Florida. Such lien, in addition to securing the amounts described, shall also secure all costs of collection and enforcement, including but not limited to the Association's attorneys fees.

7. If the Marina is ultimately constructed, the Developer intends to give the Condominium Association the opportunity to acquire the right to use certain of the boat slips, the number, size, location and terms of acquisition to be determined in the Developer's sole discretion. Whether or not the Condominium Association acquires the right to use any slips will be a matter within the sole discretion of the Condominium Association. If the Condominium Association elects to acquire the use of one or more slips, such use rights will be part of the Common Elements of the Condominium and the assessments by the Marina Association attributable to such slips will be part of the Common Expenses of the Condominium Association. Such Common Element boat slips will be available for the use of any and all unit owners of the Condominium, their guests and invitees subject to such rules and regulations as may be promulgated by the Board of Directors

of the Condominium Association in the future when it is known how many, if any, slips will be available for use by the Condominium Association. A line item in the budget has been provided anticipating that the Common Expenses associated with the use of such slips will be reflected in the budget if and when the use of such slips is obtained.

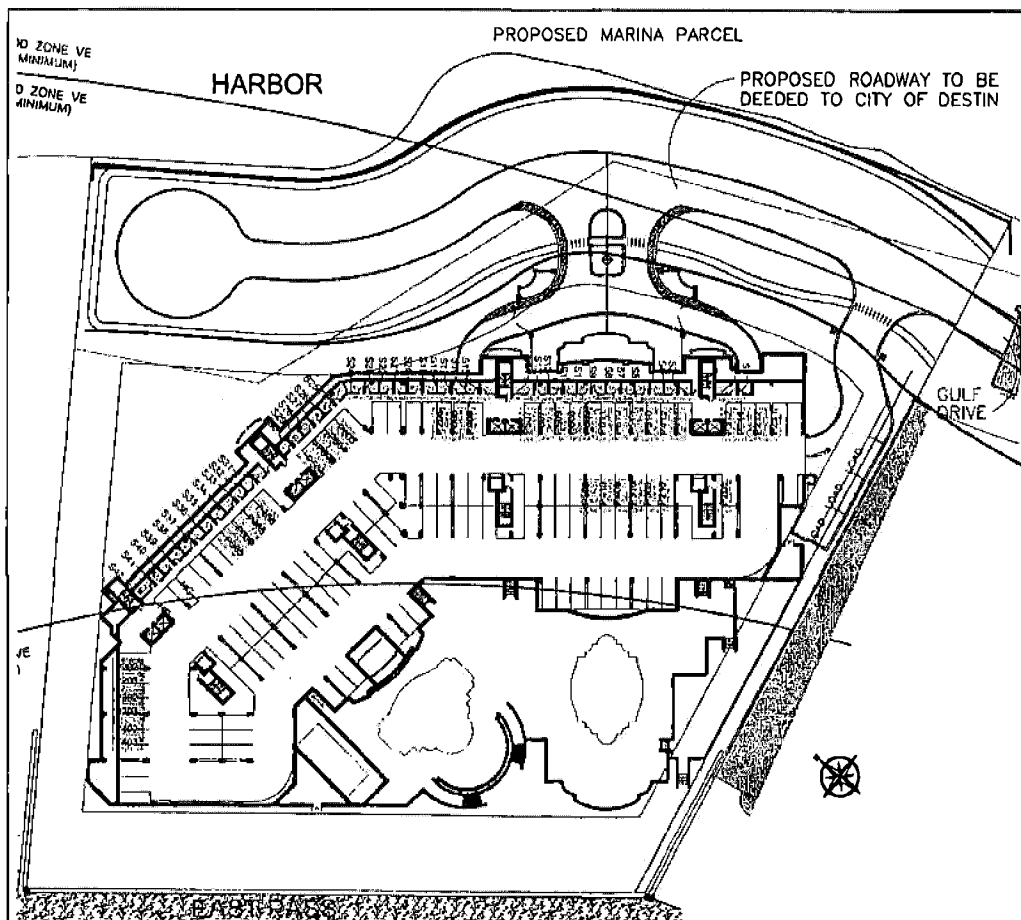
8. While the budget reflects the estimated monthly, quarterly and annual expenses of the Association and the unit owners, the By-Laws of the Association provide that the assessments will be determined annually in advance and will be due and payable in quarterly installments on the first day of each month of each quarter of the year for which the assessments are made. (See Paragraph 39 of the By-Laws of the Association).

9. The Developer has not guaranteed the budget of the Condominium. The Developer will be liable for Assessments on Units it owns to the same extent as Unit Owners other than the Developer.

10. If the Declaration is recorded prior to the substantial completion of the condominium, then all Unit Owners are excused from paying assessments for the period of time beginning with the recording of this Declaration until the date of recording of a surveyor's certificate indicating that the improvements are substantially complete.

11. At closing, each unit owner will pay a one time operating capital contribution in an amount equal to one quarter's assessment and this amount will be used as operating capital. (See 5.C. of the Declaration of Condominium).

12. Before the Association has accumulated sufficient amounts of operating capital to support its operations, it likely will be necessary for the Association to borrow operating capital to pay start up expenses, including but not necessarily limited to, insurance premiums, utility charges and deposits, permit and license fees, charges for service contracts, salaries of employees working for the Association and other similar expenses. These funds may be borrowed from a traditional lender, the Developer or other entity willing to make the loan(s) or advances for the benefit of the Association. The Association may use its accumulated operating capital or other sources of funds for repayment of such loan(s) or advances.

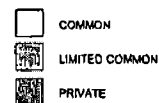
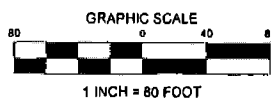


1. THE BUILDING WILL BE USED AS A PRIVATE PARKING GARAGE ON THE BOTTOM TWO FLOORS, AND AS A RESIDENTIAL BUILDING ON THE REMAINING 7 FLOORS THERE ARE A TOTAL OF 79 UNITS IN THE CONDOMINIUM
2. INGRESS AND EGRESS TO THE PROJECT IS FROM GULF DRIVE
3. ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO ARCHITECTURAL CHANGES. ACTUAL CONSTRUCTION MAY VARY FROM THE DIMENSIONS SHOWN ON THE SITE PLAN
4. UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS: ON ALL SHEETS UNITS ARE INDICATED BY BOLD BOUNDARY LINES AND ARE IDENTIFIED WITH A UNIT NUMBER. ALL AREAS NOT WITHIN A UNIT ARE COMMON ELEMENTS, EXCEPT WHERE GRAY SHADING HAS BEEN USED GRAPHICALLY INDICATE THAT SUCH AREAS ARE LIMITED COMMON ELEMENTS. SOME EXAMPLES OF LIMITED COMMON ELEMENTS ARE: UNIT BALCONIES, CABANAS, STORAGE SPACES AND SOME (BUT NOT ALL) PARKING SPACES
5. THERE ARE 176 PARKING SPACES LOCATED IN THE PARKING GARAGE ON SITE.
6. ALL IMPROVEMENTS SHOWN ON THIS SITE PLAN ARE PROPOSED
7. THE CONDOMINIUM WILL CONSIST OF A SINGLE BUILDING THAT WILL HAVE A APPROXIMATE HIEGHT OF 94'-0" ABOVE GRADE.
8. LETTER BESIDE EACH UNIT INDICATES THE UNIT TYPE AND WILL NOT BE A PART OF THE UNIT NUMBERING SYSTEM.

SITE PLAN
LOWER LEVEL PARKING
The Pointe Beach & Yacht Club, A Condominium

Destin, Florida
February 13, 2006

PREPARED BY
DOUGHERTY + CHAVEZ ARCHITECTS
4300 LEGENDARY DRIVE
BUILDING C, SUITE 240
DESTIN, FLORIDA 32541
PH. (850) 650-5881



PROSPECTUS (OFFERING CIRCULAR)
FOR
THE POINTE BEACH & YACHT CLUB, A CONDOMINIUM

This Prospectus is submitted by Pointe One, LLC, a Florida limited liability company (the "Developer"), in accordance with the disclosure requirements contained in Chapter 718, Florida Statutes, (the "Condominium Act").

1. NAME AND LOCATION OF THIS CONDOMINIUM. The name of the condominium is "The Pointe Beach & Yacht Club, a Condominium" ("The Pointe Beach & Yacht Club"), which is located in Okaloosa County, Florida.

2. DESCRIPTION OF THE POINTE BEACH & YACHT CLUB.

(A) The Pointe Beach & Yacht Club is created pursuant to the Declaration of Condominium of The Pointe Beach & Yacht Club (the "Declaration of Condominium") which is attached hereto as Exhibit "A". The Pointe Beach & Yacht Club is operated by The Pointe Beach & Yacht Club Owners Association, Inc., a non profit Florida corporation consisting of the unit owners of The Pointe Beach & Yacht Club (the "Association"). The Articles of Incorporation of the Association are attached hereto as Exhibit "B" and the By-Laws of the Association are attached hereto as Exhibit "C". The Pointe Beach & Yacht Club property consists of land together with improvements located thereon. The legal description of the land is found on Exhibit "A" to the Declaration of Condominium of The Pointe Beach & Yacht Club. A survey of The Pointe Beach & Yacht Club is found as Exhibit "B" to the Declaration of Condominium of The Pointe Beach & Yacht Club. The improvements included within The Pointe Beach & Yacht Club are described in Exhibit "C" to the Declaration of Condominium of The Pointe Beach & Yacht Club. The Pointe Beach & Yacht Club consists of one building containing 79 residential units as described below and on Exhibit "E" hereto:

<u>Unit Type</u>	<u>Number of Units</u>
Type A 3 Bedroom/4 Bath	1
Type B 3 Bedroom/4Bath	6
Type C 3 Bedroom/4 Bath	7
Type D 3Bedroom/4 Bath	1
Type E 3 Bedroom/4 Bath	1
Type F 3 Bedroom/4 Bath	6
Type G 2 Bedroom/4 Bath	1
Type H 3 Bedroom/3 ½ Bath	6
Type J 4 Bedroom/4 ½ Bath	1

(B) The estimated latest date of completion of construction, finishing and equipping of the building and swimming pool is November 1, 2009.

3. MAXIMUM NUMBER OF UNITS. The maximum number of units that will use facilities in common is 79 residential units.

4. TRANSFER OF OWNERSHIP.

THE CONDOMINIUM IS TO BE CREATED AND IS BEING SOLD AS FEE SIMPLE INTEREST.

5. COMMONLY USED FACILITIES. A description of the recreational and other commonly used facilities that will be used only by the unit owners of The Pointe Beach & Yacht Club is attached and made a part hereof as Exhibit "I" and includes a description of each room or area and its intended purposes, approximate floor area, capacity in numbers of people, the minimum amount of expenditure that will be made to purchase the personal property to be used in the room or facility and the estimated date when each room or facility will be available for use by the unit owners. The approximate location of the recreational and commonly used facilities is set forth on Exhibit "C" to the Declaration of Condominium. The Developer has no plans for providing additional facilities other than those described above.

6. COMMONLY USED SWIMMING POOLS, KIDDIE POOL, LAP AND DECK. Among the Common Elements, there are two outdoor swimming pools and a lap pool located on the upper parking level that is intended to serve the Unit Owners of The Pointe Beach & Yacht Club and their guests.

(A) Pools. The heated pool's approximate size is 1890 square feet. The depth of the pool ranges from 3 feet to 5 feet. The pool has a capacity of serving 28 people. The unheated pool's approximate size is 2087 square feet. The depth of the pool ranges from 0 feet to 5 feet. This pool has a capacity of serving 31 people. This swimming pool is unheated. The lap pool's approximate size is 600 square feet. The depth of the pool ranges from 3'6" feet to 4 feet. The Lap pool has a capacity of serving 9 people. The Lap pool is also unheated. These pools will be provided on the Upper Parking Level. A spa will be provided on the Upper Parking Level. It will be approximately 306 square feet in surface area, and will have the capacity to serve 12 people. A spa will be provided on the Cabana Level as well. It will be approximately 9290 square feet in surface area, and will have the capacity of serving 232 people. The pools along with the spas, are estimated to be available, November 1, 2009.

(B) The pool deck is approximately 13692 square feet. This deck has a capacity of serving 342 persons. This deck is located on the Beach Plaza. The deck is estimated to be available November 1, 2009.

7. NO RECREATION LEASE. The recreational and other commonly used facilities are not leased.

8. NO TIME SHARE ESTATES. There will be no time share estates created with respect to any units in The Pointe Beach & Yacht Club.

9. NO CLUB MEMBERSHIPS. There will be no recreational facilities lease or club memberships associated with the recreational or other commonly used facilities within The Pointe Beach & Yacht Club.

10. LEASE OF UNITS. The Developer's plan does not include a program of leasing units rather than selling them except that the Developer may lease units after their completion and pending their sale; provided, however, no unit will be transferred subject to any lease.

(A) In addition the Common Expenses reflected in the Estimated Operating Budget, unit owners should expect to incur various private Unit Owner expenses. Refer to the Budget Notes which are a part of Exhibit "D" hereto.

(B) The Association has a non-condominium lien on each Unit Owner's unit to secure payment of various private Unit Owner expenses which are administered or collected through the Association as a convenience to Unit Owners. Refer to paragraphs 6.G. and 6.H. of the Declaration and to the Budget Notes that are a part of Exhibit "D" hereto.

19. ESTIMATED CLOSING COST AND TITLE INSURANCE. A schedule of the estimated closing costs to be paid by a purchaser is attached hereto as Exhibit "J". An owner's policy of title insurance will be available on or after the closing at Developer's expense.

20. EXISTING OR INTENDED EASEMENTS. Except for the Marina Easement and Shared Use Agreement described below, there are no existing or intended easements located or to be located on the Condominium Property which are not described in the Declaration or in the Exhibits to the Declaration.

21. BOATING OPPORTUNITIES. Destin, Florida is a waterfront community with many boating opportunities. The Pointe will be one of the most desirable locations in all of Destin for private owner boating opportunities. These opportunities are not an incident to nor are they included in the purchase price of a unit at The Pointe, but are anticipated to be available to those unit owners who wish to enjoy them at such additional private unit owner expense as may be associated with them at such time as they are offered. The Developer's plans for a nearby Marina with boat slips is described below. In addition, the Developer anticipates that there will be an opportunity for owners of units at The Pointe to consider fractional ownership in one or more fishing or cruising boats of lengths of approximately 50 to 60 feet, and that there will be an opportunity to have the private use of a motor boat through membership in the Legacy Boating Club. Except for the Marina, as described below, these additional boating opportunities will be made available through third-parties, in the sole discretion of such third-parties, and upon such terms and conditions as may be determined by such third-parties. The Developer cannot guarantee that these opportunities will actually be available, but will encourage their availability at no expense to the Developer. You are not entitled to any of these boating opportunities solely because of your purchase of a unit at The Pointe.

22. MARINA.

(A) General. The Developer has conceptual plans for development of a marina consisting of a boat dock, slips and related facilities (the "Marina") on Destin Harbor. The Marina will not be on any part of the Condominium and will not be part of the Condominium, but the use of its boat slips will be limited to Condominium owners, their guests and invitees, as further described below.

(B) Marina and Marina Association.

(1) Permits. The Developer has started the application process for issuance of appropriate permits for constructing a Marina. Such permits include but may not be limited to a sovereignty submerged land lease subject to issuance by the State of Florida, Department of Environmental Protection ("FDEP"), and other permits for construction issued by FDEP and the United States Corps of Engineers (hereafter collectively sometimes referred to as the "Regulatory Approvals").

(2) Sovereignty Submerged Land Lease. If the Marina is permitted and constructed, there will be a sovereignty submerged land lease issued by the Florida Department of Environmental Protection. All or a portion of the Marina and Marina Parcel Improvements (as defined below) will be situated on sovereignty submerged lands which are to be leased from the State of Florida. The lease term of such leases is typically five years. Such leases typically can be renewed subject to compliance with lease terms and applicable law. Neither the sovereignty submerged land, nor the leasehold interest therein, nor the Marina or Marina Parcel Improvements are being submitted to condominium ownership.

(3) Marina Association. The Developer is currently the owner of the upland property adjacent to where the Marina is proposed for construction (the "Marina Parcel"). The Developer may also construct improvements on the Marina Parcel in addition to the Marina itself adjacent to the Marina Parcel (the "Marina Parcel Improvements"). The Pointe Beach & Yacht Club Marina Association, Inc., a Florida not-for-profit corporation (the "Marina Association"), has been formed to operate and maintain the Marina if and when it is constructed. Except for transient use, as permitted by Marina Association, only owners of units in the Condominium will have the right to use boat slips at the Marina.

(C) Development Not Assured. Obtaining the Regulatory Approvals necessary for construction of the Marina is an environmentally sensitive and time consuming process and Developer cannot provide assurance that it will ultimately be completed or that a Marina will ultimately be constructed. Actual construction of the Marina is contingent on the Developer's ability to complete the Regulatory Approval process within a time satisfactory to the Developer and within budget and cost parameters that are satisfactory to the Developer, all of which are matters within the Developer's sole and absolute discretion. The number of boat slips that may ultimately be constructed may be less than the number of units in the Condominium. The Developer also reserves the right to determine, in its sole discretion, which unit owners shall have the opportunity to acquire the right to use a boat slip, and the price thereof.

(D) Possibility of Condominium Association Slips. If the Marina is ultimately constructed, the Developer intends to give the Condominium Association the opportunity to acquire the right to use certain of the boat slips, the number, size, location and terms of acquisition to be determined in the Developer's sole discretion. Whether or not the Condominium Association acquires the right to use any slips will be a matter within the sole discretion of the Condominium Association. If the Condominium Association elects to acquire the use of one or more slips, such use will be part of the Common Elements of the Condominium and the assessments by the Marina Association attributable to such slips will be part of the Common Expenses of the Condominium Association. Such Common Element boat slips will be available for the use of any and all unit owners of the Condominium, their guests and invitees subject to such rules and regulations as may be promulgated by the Board of Directors of the Condominium Association in the future when it is known how many, if any, slips will be acquired by the Condominium Association.

(E) Marina Easement and Shared Use Agreement. The Marina Easement and Shared Use Agreement, attached hereto as Exhibit "O", will provide a mechanism for sharing the costs of operating, maintaining, repairing and replacing the Marina and any Marina Parcel Improvements constructed. Such costs to be borne by the Condominium will be Common Expenses of the Condominium. Paragraph 5 of the Marina Easement and Shared Use Agreement provides:

"5. Sharing of Costs.

(a) The boat slip users and the Condominium Association shall share the costs of operating, maintaining, repairing and replacing the Marina, and Marina Parcel, Marina Parcel Improvements, and operating the Marina Association (collectively such Marina, Marina Parcel, Marina Parcel Improvements and costs of operating and administering the Marina Association are referred to as the "Marina Expenses") on a ratable basis according to the relative number of square feet in the slips allocated for use and transfer to individual unit owners in the Condominium versus the relative number of square feet of slips allocated for use by the Condominium Association. For example, assume that 44 slips are ultimately constructed, and 3 of the slips having dimensions of 12' x 30' for a total of 1,080 square feet are allocated for Condominium Association use. Also, assume that the use of the remaining 41 slips is transferred to individual unit owners in the Condominium and that they, collectively, contain 25,000 square feet. Then the Marina Expenses would be shared: Condominium Association = 4.1411%; individual condominium unit owner boat slip users = 95.8589%.

(b) The Marina Association shall be responsible for preparing an estimated budget for Marina Expenses (including reserves for deferred maintenance and replacements, as appropriate) on an annual basis and shall bill the Condominium Association for its portion on such basis as it bills its own members for their

assessments. The amounts owed by the Condominium Association to the Marina Association shall be a common expense of the Condominium Association and shall constitute a debt owing by the Condominium Association to the Marina Association collectible according to law. The liability for amounts billed to the Condominium Association by the Marina Association under this Agreement may not be avoided by waiver of the use or enjoyment of all or any part of the Marina, Marina Parcel or Marina Parcel Improvements."

(F) Refer to the Marina Easement and Shared Use Agreement. Refer to the Marina Easement and Shared Use Agreement for further information as to the proposed Marina and its relationship to the Condominium. See Exhibit "O" to this Prospectus.

23. IDENTITY OF DEVELOPER. The Developer is Pointe One, LLC, a Florida limited liability company. The Developer has not had any prior experience in development of condominiums. Marketing of the units in the Condominium is being conducted by Playground Destination Properties, Inc., a Washington corporation. The person directing sales is Calvin Cedarleaf. The individual directing the operation of The Pointe Beach & Yacht Club is Lucius S. Evins, III, Manager of Pointe II, LLC, which entity is the Manager of Pointe One, LLC. Mr. Evins has been a principal in the development of several other condominium projects along the Northwest Florida Gulf Coast, including Leeward Key, a 70 unit condominium located in Destin, Florida, Windemere, a 98 unit condominium located in Perdido Key, Florida and Seychelles, a condominium in Panama City Beach, Florida consisting of 197 units.

24. COASTAL ENVIRONMENT; MOLD DISCLOSURE. Due to high salt and mineral content, coastal environments can be corrosive to metals. The Pointe Beach & Yacht Club is located in a coastal area. Consequently, common elements of the condominium building and or condominium units may exhibit corrosion as they age. Additionally, the coastal environment is typically an area of high humidity which is conducive to the growth of mold, a naturally occurring organism. Please see Mold Disclosure Statement attached hereto as Exhibit "M" for more information.

25. UNIT BOUNDARIES; SQUARE FOOTAGE DISCLOSURE. Notwithstanding the method of calculating square footage of units for purposes of apportioning the common expenses and percentage of ownership of the common elements, the legal boundary of units is determined by the Declaration, paragraph 3.D. Unit Boundaries: As to perimetrical boundaries, this paragraph provides in part:

"(2) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit and where drywall is installed, to the backside of the drywall wall, extended to intersections with each other and with the upper and lower boundaries."

The various methods of determining unit boundaries and measuring square footages can produce results that vary by more than a nominal amount. Additionally, as a result of field construction and other permitted changes to the unit and common element features of the condominium building, actual square footage of a unit may also be affected. Accordingly, during the pre-closing inspection, each Purchaser should, among other things, review the size and dimensions of the unit. By closing, each Purchaser shall be deemed to have conclusively agreed to accept the size and dimensions of the unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Developer does not make any representation or warranty as to the actual size, dimensions or square footage of any unit, and each Purchaser shall be deemed to have waived and expressly released any such warranty and claim for loss or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage.

EXHIBIT O TO PROSPECTUS
(Marina Easement and Shared Use Agreement)

MARINA EASEMENT AND SHARED USE AGREEMENT

(Marina Parcel)

WHEREAS, THE POINTE BEACH & YACHT CLUB MARINA ASSOCIATION, INC., a Florida not-for-profit corporation ("Marina Association", and "Grantee" hereunder), has been formed to operate and maintain a boat dock, slips and related facilities on Destin Harbor (the "Marina") to serve The Pointe Beach & Yacht Club, a condominium (the "Condominium"), its owners, their guests and invitees; and

WHEREAS, Pointe One, LLC, a Florida limited liability company ("Pointe One", and "Grantor" hereunder), is the Developer ("Developer") of the Condominium and also the owner of a leasehold interest in the property described on Exhibit A attached hereto consisting of the uplands adjacent to where the Marina will be constructed (the "Marina Parcel"); and

WHEREAS, Pointe One intends to apply for conversion of its leasehold interest in Marina Parcel and other adjacent property to fee simple interest under applicable Okaloosa County, Florida procedures related thereto; and

WHEREAS, the Developer may also construct improvements on the Marina Parcel in addition to the Marina itself adjacent to the Marina Parcel (the "Marina Parcel Improvements"); and

WHEREAS, the Developer desires to grant to the Marina Association an easement over and across the Marina Parcel to enable the Marina Association to operate and maintain the Marina and Marina Parcel Improvements, if any, once constructed by Developer; and

WHEREAS, the Developer has started the application process for the permits necessary to construct the Marina, but the permits have not yet been issued, and while it is expected that appropriate permits will be issued at some point, no absolute assurance is available to that effect at the present time, nor is the number of slips that will ultimately be constructed or the configuration of the Marina known at this time; and

WHEREAS, while the Developer reserves the right to transfer the use of individual boat slips to owners of condominium units within the Condominium, it is possible that the permits ultimately issued for the construction of the Marina will allow a number of boat slips that is less than the number of condominium units in the Condominium and therefore the Developer also reserves the right to determine, in its sole discretion, which unit owners shall have the opportunity to acquire the right to use a boat slip, and the price thereof; and

WHEREAS, subject to the ultimate issuance of appropriate permits for constructing the Marina, including but not limited to the issuance of a submerged land lease by the State of Florida, Department of Environmental Resources (hereafter collectively sometimes referred to as the "Regulatory Approvals"), the Developer intends for certain of the boat slips, the number and size to be determined in the Developer's sole discretion, not be transferred to individual condominium unit owners, but instead to be set aside to be made available for use by all of the unit owners of the Condominium, and that this Easement and Shared Use Agreement will provide a mechanism for sharing the cost of operating, maintaining, repairing and replacing the Marina and any Marina Parcel Improvements constructed; and

WHEREAS, The Pointe Beach & Yacht Club Owners Association, Inc., a not-for-profit Florida corporation (the "Condominium Association") wishes to consent to this Agreement, and assume its responsibilities for its portion of the shared use of the Marina, Marina Parcel and Marina Parcel Improvements, as more particularly hereafter stated.

NOW THEREFORE, the Grantor does hereby grant unto the Grantee, its successors and assigns, a perpetual, non-exclusive easement over and across the Marina Parcel described on Exhibit A, attached hereto, which, subject to the qualifications described hereinafter, shall include the riparian rights inuring to an upland owner, for purposes of operating, maintaining, repairing and replacing the Marina, Marina Parcel and Marina Parcel Improvements, reserving such rights as are set forth hereinafter for the use and benefit of the Developer, its successors and assigns.

1. Recitals. The recitals above are true and correct and are incorporated herein the same as if fully set forth.

2. Rights Reserved to Developer and Rights Granted to Marina Association. The Developer expressly reserves, temporarily, the riparian rights inuring to an upland owner, to apply for permits for construction of the Marina and such Marina Parcel Improvements, as the Developer determines appropriate, if any, in Developer's sole and absolute discretion, and upon issuance of such Regulatory Approvals as may be necessary or appropriate, the Developer agrees to undertake at its expense the construction and completion of the Marina and Marina Parcel Improvements, if any, according to such plans and specifications as are submitted and approved by appropriate regulatory authority in connection with the application for Regulatory Approvals for construction of the Marina and Marina Parcel Improvements. The Developer reserves the right to alter, amend, modify the plans and specifications for the Marina and Marina Parcel Improvements, in its sole and absolute discretion, subject to and in accordance with applicable Regulatory Approvals then in effect. Once the Marina and Marina Parcel Improvements, if any, have been substantially completed, and after the transfer of the use rights as to slips the Developer intends to transfer to individual unit owners in the Condominium, as evidenced by a confirming amendment to this Easement executed solely by the Developer and recorded in the public records of Okaloosa County, Florida, the Developer's temporary reservation of riparian rights will be terminated, and such rights will thereafter be held and exercised by the Marina Association.

3. Administration of Marina and Marina Parcel. After execution and recording of the confirming amendment referred to in paragraph 2 above, the power and authority to operate and administer the Marina, Marina Parcel and Marina Parcel Improvements shall rest exclusively with the Marina Association and the Marina Association hereby agrees to operate, maintain, repair and replace same in good condition in the interest of all users thereof.

4. Regulatory Approvals. The Marina Association shall operate, maintain, repair and replace the Marina, and Marina Parcel, Marina Parcel Improvements, subject to and in compliance with then existing Regulatory Approvals. The transfer of the use rights to individual boat slips shall likewise be subject to then existing Regulatory Approvals.

5. Sharing of Costs.

(a) The boat slip users and the Condominium Association shall share the costs of operating, maintaining, repairing and replacing the Marina, and Marina Parcel, Marina Parcel Improvements, and operating the Marina Association (collectively such Marina, Marina Parcel, Marina Parcel Improvements and costs of operating and administering the Marina Association are referred to as the "Marina Expenses") on a ratable basis according to the relative number of square feet in the slips allocated for use and transfer to individual unit owners in the Condominium versus the relative number of square feet of slips allocated for use by the Condominium Association. For example, assume that 44 slips are ultimately constructed, and 3 of the slips having dimensions of 12' x 30' for a total of 1,080 square feet are allocated for Condominium Association use. Also, assume that the use of the remaining 41 slips is transferred to individual unit owners in the Condominium and that they, collectively, contain 25,000 square feet. Then the Marina Expenses would be shared: Condominium Association = 4.1411%; individual condominium unit owner boat slip users = 95.8589%.

(b) The Marina Association shall be responsible for preparing an estimated budget for Marina Expenses (including reserves for deferred maintenance and replacements, as appropriate) on an annual basis and shall bill the Condominium Association for its portion on such basis as it bills its own members for their assessments. The amounts owed by the Condominium Association to the Marina Association shall be a common expense of the Condominium Association and shall constitute a debt owing by the Condominium Association to the Marina Association collectible according to law. The liability for amounts billed to the Condominium Association by the Marina Association under this Agreement may not be avoided by waiver of the use or enjoyment of all or any part of the Marina, Marina Parcel or Marina Parcel Improvements.

6. Information. The Marina Association acknowledges that because of the sharing of use and the sharing of costs as described above, and because of the trust and control vested in the Marina Association hereby, that the Marina Association shall make available promptly to the Condominium Association, on a reasonable basis, as requested, cost and other expense information relative to the preparation of the Marina Association budget.

7. Benefit. Once the Developer, in its sole discretion, has made an allocation of one or more slips for Condominium Association use as anticipated hereunder, the Marina Association shall be bound and obligated to observe and abide such allocation, and the Marina Expenses shall be shared thereafter in the manner provided above. Such use rights in such allocated slips shall be a part of the common elements of the Condominium and the Marina Expenses shared by the Condominium Association as described above shall be a part of the common expenses of the Condominium.

8. Mediation. The Condominium Association, the Marina Association and the Developer agree that, as between and among them, they will attempt in good faith to resolve by mediation any controversy, claim or dispute of any kind or nature arising out of or relating to their rights under this Easement and Shared Use Agreement prior to the commencement of any litigation. If the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the First Judicial circuit of the State of Florida, upon application being made by one of said parties. The schedule for the mediation shall be set by the mediator. The mediation process shall be concluded within 60 days after the mediator is selected, unless such 60 day period is extended by written agreement of the parties hereto, or by the mediator then serving. The parties included in the particular mediation shall share the costs and fees for mediation equally. If there is a dispute between the Condominium Association and the Marina Association as to the amount due for the Condominium Association's share of the Marina Expenses, they agree, in addition to the procedure calling for mediation, that the Condominium Association will deposit with the mediator, or with the court, as the case may be, an amount calculated as follows: the amount in controversy (and if not agreed by the parties, then the average between the two amounts contended to be at controversy) plus interest thereon at the legal rate for three (3) years, to be applied to the result of the mediation or court proceedings, as the case may be.

9. Costs and Attorney's Fees. In any proceeding, including mediation, involving the Condominium Association and the Marina Association with respect to any controversy or claim of any kind or nature arising out of or relating to their rights under this Easement and Shared Use Agreement, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

IN WITNESS WHEREOF, the Grantor has executed this instrument effective on this ____ day of _____, 200__.

Signed in the presence
of

"GRANTOR"
Pointe One, LLC, a Florida
limited liability company
By: Its Manager
Pointe II, LLC, a
Florida limited
liability company

Witness Signature

Witness Printed Name

By: Lucius S. Evins, III
Its: Manager

Witness Signature

Witness Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by Lucius S. Evins, III, in the capacity shown above, who did not take an oath and who is:

____ Personally known

or

____ Identification Produced _____ as identification

(Seal)

Notary Public

Signed in the presence

of:

"GRANTEE"

Pointe One Beach & Yacht Club
Marina Association, Inc., a
Florida not-for-profit
corporation

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by Lucius S. Evins, III, in the capacity shown above, who did not take an oath and who is:

____ Personally known

or

____ Identification Produced _____ as identification

(Seal)

Notary Public

CONSENT AND ACCEPTANCE

Signed in the presence
of:

Pointe One Beach & Yacht Club
Owners Association, Inc., a
Florida not-for-profit corporation

By: Lucius S. Evins, III,
Its: President

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by Lucius S. Evins, III, in the capacity shown above, who did not take an oath and who is:

__ Personally known

or

__ Identification Produced _____ as identification

(Seal)

Notary Public

This document prepared by:
ROB BLUE, JR, ESQ.
BURKE, BLUE, HUTCHISON & WALTERS, P.A.
221 McKenzie Avenue
Panama City, Florida 32401
850-769-1414

EXHIBIT A
(Legal Description and Boundary Survey of Marina Parcel)

DESCRIPTION:**MARINA EASEMENT (AS WRITTEN)**

A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE = 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES 35 MINUTES 42 SECONDS WEST A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING = NORTH 33 DEGREES, 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE = 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING = NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE = 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM; FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM; THENCE NORTH 68 DEGREES 06 MINUTES 39 SECONDS EAST, ON THE NORTHERLY EXTENSION OF THE WESTERN BOUNDARY OF SAID EAST PASS TOWERS, A DISTANCE OF 103.59 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 79.52 FEET, (CHORD BEARING AND DISTANCE = NORTH 13 DEGREES 21 MINUTES 46 SECONDS WEST, A DISTANCE OF 79.00 FEET), TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 119.68 FEET, (CHORD BEARING AND DISTANCE = NORTH 30 DEGREES 41 MINUTES 41 SECONDS WEST, A DISTANCE OF 119.42 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37 DEGREES 13 MINUTES 31 SECONDS WEST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 28 SECONDS, AN ARC DISTANCE OF 148.52 FEET, (CHORD BEARING AND DISTANCE = NORTH 61 DEGREES 32 MINUTES 15 SECONDS WEST, A DISTANCE OF 144.10 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 88.09 FEET, (CHORD BEARING AND DISTANCE = NORTH 65 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 86.28 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45 DEGREES 28 MINUTES 19 SECONDS WEST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 397.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 33.14 FEET; (CHORD BEARING AND DISTANCE = NORTH 47 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 33.13 FEET); THENCE NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 6.44 FEET TO A POINT ON THE MEAN HIGH WATER LINE (0.77 FOOT NAVD88) OF OLD PASS LAGOON; THENCE ON SAID MEAN HIGH WATER LINE OF OLD PASS LAGOON THE FOLLOWING TEN (10) CALLS; (1)THENCE SOUTH 46 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 141.88 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 75.44 FEET; (2)THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 56 DEGREES 18 MINUTES 39 SECONDS, AN ARC DISTANCE OF 74.14 FEET, (CHORD BEARING AND DISTANCE = SOUTH 81 DEGREES 15 MINUTES 01 SECONDS EAST, A DISTANCE OF 71.19 FEET), TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 57.88 FEET; (3)THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74 DEGREES 10 MINUTES 30 SECONDS, AN ARC DISTANCE OF 74.93 FEET, (CHORD BEARING AND DISTANCE = SOUTH 78 DEGREES 42 MINUTES 31 SECONDS EAST, A DISTANCE OF 69.81 FEET); (4)THENCE SOUTH 38 DEGREES 32 MINUTES 58 SECONDS EAST, A DISTANCE OF 52.61 FEET; (5)THENCE SOUTH 33 DEGREES 51 MINUTES 06 SECONDS EAST, A DISTANCE OF 58.25 FEET; (6)THENCE SOUTH 37 DEGREES 02 MINUTES 14 SECONDS EAST, A DISTANCE OF 57.72 FEET; (7)THENCE SOUTH 28 DEGREES 36 MINUTES 06 SECONDS EAST, A DISTANCE OF 45.66 FEET; (8)THENCE SOUTH 43 DEGREES 05 MINUTES 21 SECONDS EAST, A DISTANCE OF 20.93 FEET; (9)THENCE SOUTH 18 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 36.20 FEET; (10)THENCE SOUTH 25 DEGREES 51 MINUTES 45 SECONDS EAST, A DISTANCE OF 54.65 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE AFORESAID WESTERLY BOUNDARY LINE OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM, THENCE DEPARTING SAID MEAN HIGH WATER LINE AND ON SAID NORTHERLY EXTENSION GO SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST, A DISTANCE OF 23.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.15 ACRES, MORE OR LESS.

ECA 7/25/06

Sheriff



Larry Ashley, Okaloosa County Sheriff

Headquarters: 50 2nd Street • Shalimar, Florida 32579-1234
Phone: (850) 651-7410 • Email: sheriff@sheriff-okaloosa.org

June 12, 2018

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: Proposed Life Safety/Rescue Dock

Destin City Council:

The Okaloosa County Sheriff's Office has been informed of a proposal to construct an approximately 110-ft long dock immediately offshore of the proposed Norriego Point recreation improvements. From our understanding, the purpose of the dock will be to provide a fixed access dock for life safety/rescue services. The Sheriff's office supports the proposed dock and sees this as a valuable asset for being able to rapidly respond to emergencies on the expanded Norriego Point recreation area. The dock may also serve additional secondary functions such as allowing our water patrols to remain at a centrally located, fixed position near the mouth of the harbor to monitor Norriego Point and Destin Harbor activities, or potentially moor our larger patrol vessels.

Thank you for your consideration.

A handwritten signature in blue ink that reads "Larry Ashley".

Larry Ashley
Sheriff



The Okaloosa County Sheriff's Office is accredited by the
Commission for Florida Law Enforcement Accreditation.
"The Okaloosa County Sheriff's Office provides equal access and equal
opportunity in employment and services and does not discriminate"

C:\HY-SHELL\X\SYSTEMS\PROJECTS\2017-004-01 POINTE RESORT MARINA\PERMIT\2017-004-P-PROJECT LOCATION 2.DWG 3/9/2018 12:48:32 PM



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION MAP
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	1 of 20
DATE	MAR 2018

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

GENERAL NOTES:

1. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 88).
2. ALL DRAWING COORDINATES REFERENCE STATE PLANE FLORIDA NORTH NAD 83.
3. AERIAL IMAGERY TAKEN IN 2016 AND OBTAINED FROM FLORIDA DEPARTMENT OF TRANSPORTATION, UNLESS NOTED OTHERWISE. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
4. EXISTING PARCEL BOUNDARIES AND TOPOGRAPHY SURVEYED ON SEPTEMBER 13, 2017 BY GUSTIN, COTHERN AND TUCKER, INC.
5. DESTIN HARBOR ENTRANCE CHANNEL BATHYMETRY SURVEYED ON JANUARY 21, 2016 BY GUSTIN, COTHERN AND TUCKER, INC.
6. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT DRAWING FILE "DESTIN, FLORIDA, WEST BAY TO SANTA ROSA SOUND. EAST PASS PROPOSED DREDGING AND DISPOSAL LOCATION." SHEET 2 OF 13, DATED JULY 2008. (FDEP MAINTENANCE DREDGING PERMIT #0288799-001-JC). FEDERAL NAVIGATION CHANNEL MARKERS DERIVED FROM FILE "ENTRANCE CHANNEL STA 43+00 TO STA 95+00 CONDITION SURVEY" DATED SEPT. 2012.
7. TIDAL DATUMS OBTAINED FROM NOAA CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS AND SERVICES ([HTTP://TIDESANDCURRENTS.NOAA.GOV/](http://tidesandcurrents.noaa.gov/)).
8. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS.
9. THE PROPOSED PROJECT DOES NOT INCLUDE ANY IMPACTS TO EXISTING NATURAL RESOURCES, WETLAND AREAS OR SEAGRASSES

GENERAL DOCKING FACILITY NOTES:

1. NO FUELING FACILITIES OR LIVEBOARDS ARE PROPOSED.
2. THE DOCKING FACILITY WILL INCLUDE A SEWAGE PUMP-OUT SYSTEM CONNECTED TO AN UPLAND CENTRALIZED SEWER COLLECTION SYSTEM.
3. STRUCTURE ELEVATIONS AND CONSTRUCTION MATERIALS ARE SUBJECT TO CHANGE IN THE FINAL DESIGN. PILE EMBEDMENT AND DIMENSIONS WILL BE DETERMINED DURING FINAL DESIGN.
3. DOCK PILINGS WILL BE WRAPPED TREATED TIMBER OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.
4. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.

GENERAL DREDGE AND FILL NOTES:

1. ALL PROPOSED DREDGE MATERIAL SHALL BE MECHANICALLY OR HYDRAULICALLY DREDGED FROM THE DREDGE AREA DESIGNATED IN THESE DRAWINGS. FOR MECHANICAL DREDGING, DREDGED MATERIAL SHALL BE PLACED ALONG THE UPLANDS AND REGRADED ON-SITE. FOR HYDRAULIC DREDGING, DREDGED MATERIAL SHALL BE PUMPED TO THE PROPOSED UPLAND DREDGE MATERIAL MANAGEMENT AREA AND DEWATERED IN-PLACE. NO DIRECT DISCHARGE TO OPEN WATERS IS PROPOSED.
2. DREDGE MATERIAL MANAGEMENT AREAS (DMMA's) WILL BE SITED TO REMAIN WITHIN THE APPLICANT'S UPLAND PROPERTY AND ABOVE THE MEAN HIGH WATER LINE. DMMA's WILL INCLUDE STAKED HAY BALES, TURBIDITY CURTAINS, AND/OR OTHER BMPS AT ANY CONTROLLED OVERFLOW/DISCHARGE AREAS.

PROPOSED DOCK PLAN:

1. TOTAL NUMBER OF PERMANENT SLIPS: 50
2. FLEXIBLE MOORING AREA: ~ 398 L.F. (4 SLIPS)
3. FIXED TIMBER DOCK AREA: ~12,383 S.F.
4. PROPOSED SOVEREIGN SUBMERGED LAND LEASE AREA: 103,849 S.F. (2.38 ACRES)

PROPOSED DREDGE PLAN:

1. TOTAL RIP RAP: ~ 600 L.F. (~ 9,000 C.F.)
2. PROPOSED TOTAL DREDGE AREA: ~ 41,897 S.F. (~1.0 ACRE)
3. DREDGE VOLUME BELOW MHW: ~ 3,122 C.Y.
DREDGE VOLUME ABOVE MHW: ~ 6,165 C.Y.
TOTAL DREDGE VOLUME: ~9,287 C.Y.
4. PROPOSED DMMA CAPACITY: ~14,180 C.Y.

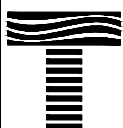
TIDAL DATUM REFERENCE:

MHHW ——— 0.73'
MHW ——— 0.72'

MSL ——— 0.40'

MLW ——— 0.13'
MLLW ——— 0.12'

NAVD 88 ——— 0.00'



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
GENERAL NOTES
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

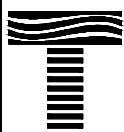
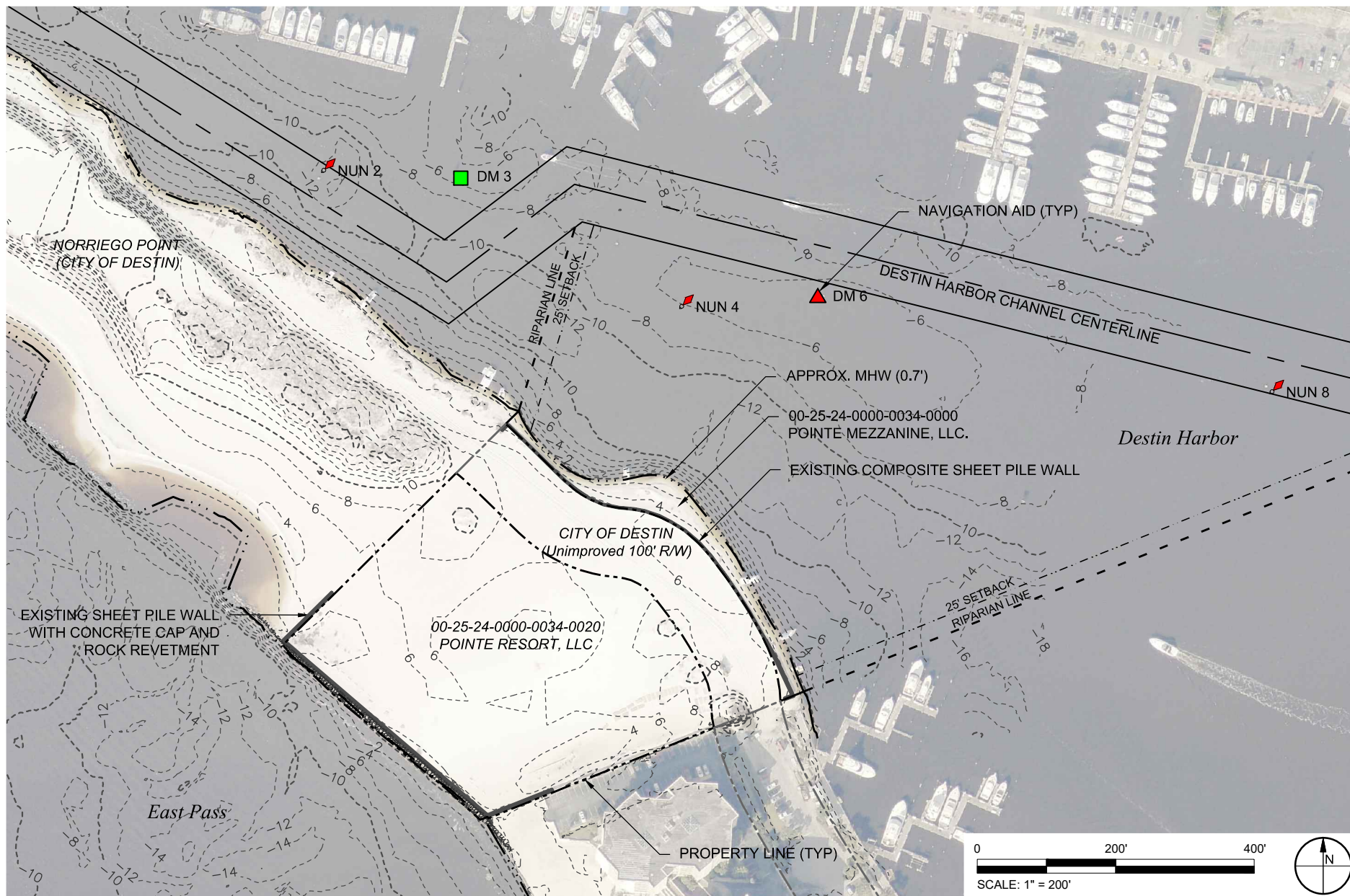
PROJECT C2017-004-01 DRAWN BY CAS/NP SHEET 2 of 20 DATE MAR 2018

SEAL

MATTHEW TRAMMELL P.E. # 69244

DATE

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TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
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DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
EXISTING CONDITIONS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

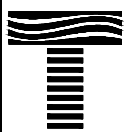
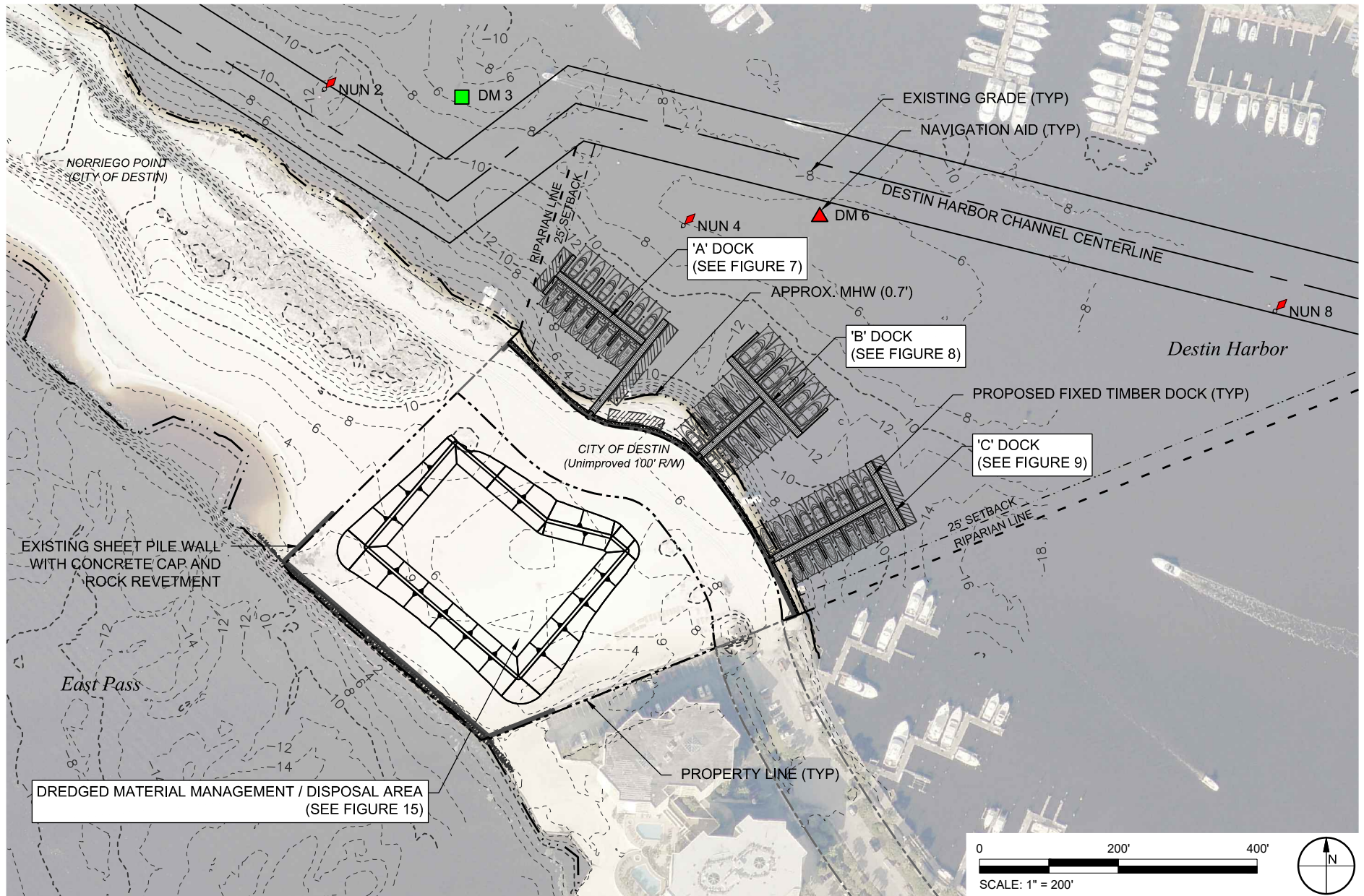
PROJECT	C2017-004-01
DRAWN BY	CAS/NP
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DATE	MAR 2018

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
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DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROJECT OVERVIEW
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

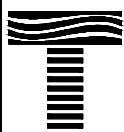
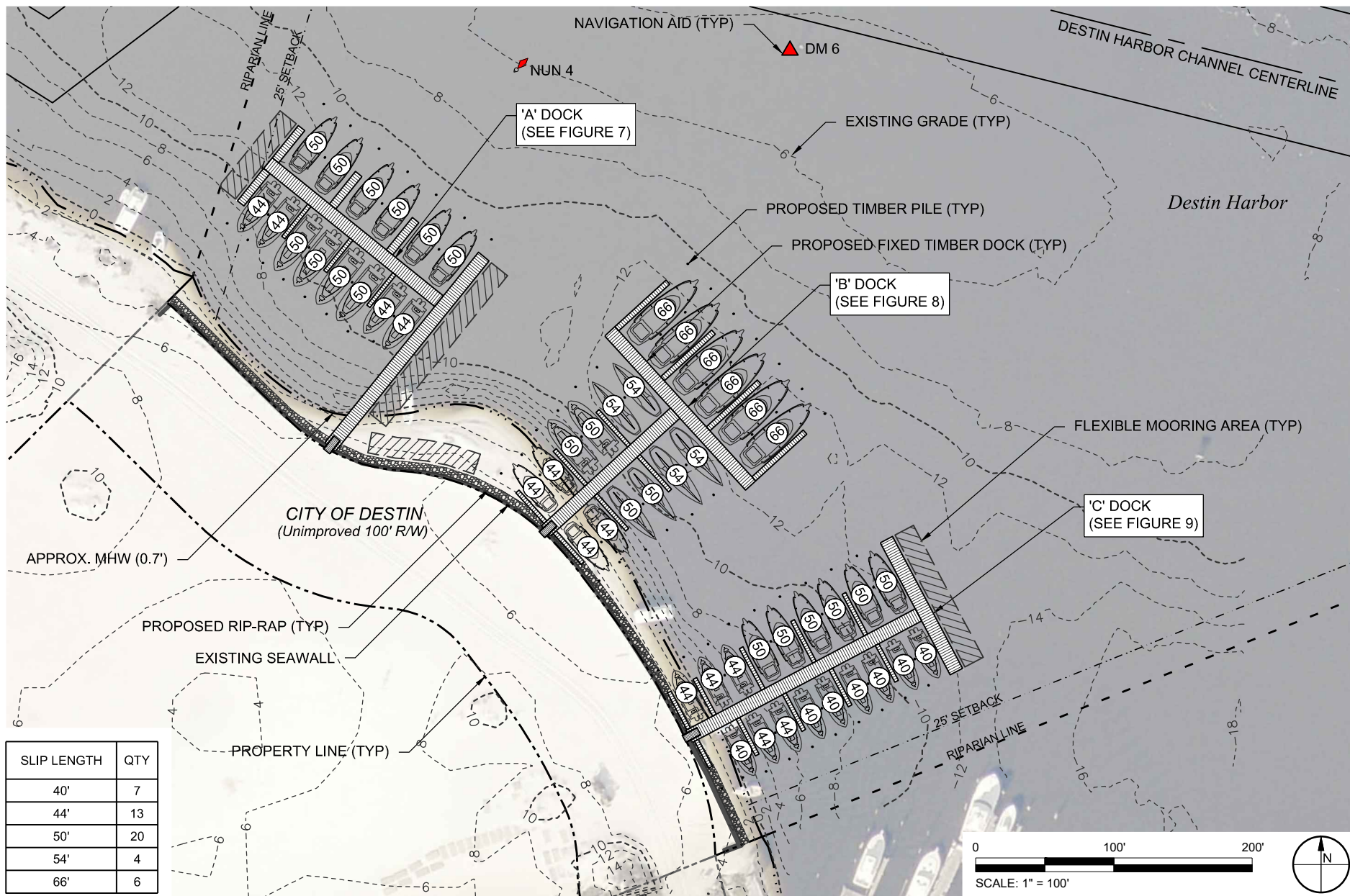
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DRAWN BY	CAS/NP
SHEET	4 of 20
DATE	MAR 2018

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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TAYLOR ENGINEERING INC.

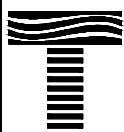
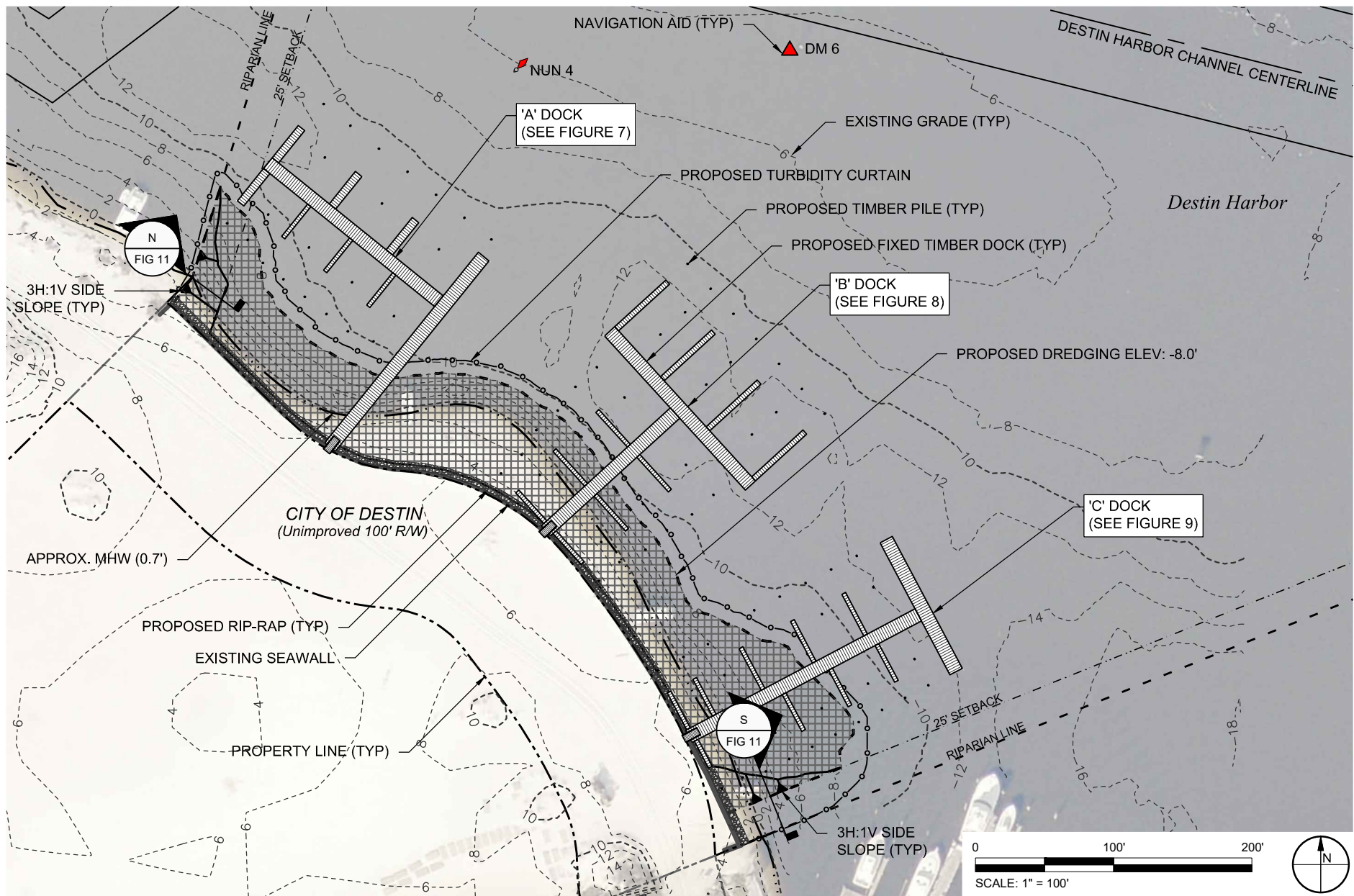
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 5
PROPOSED MARINA SITE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	5 of 20
DATE	MAR 2018

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MATTHEW TRAMMELL P.E. # 69244	DATE

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FIGURE 6
PROPOSED MARINA DREDGE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

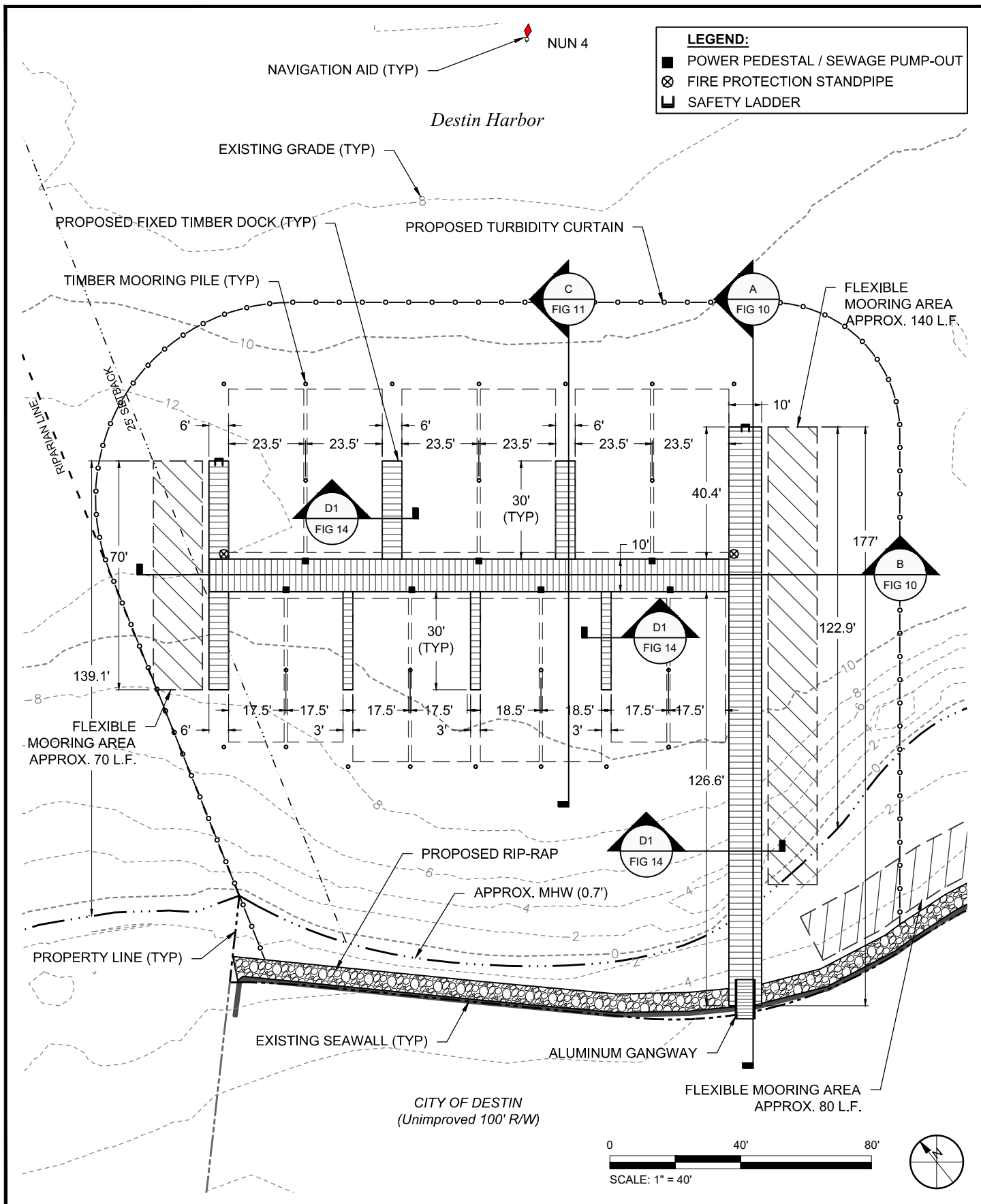
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DATE	MAR 2018

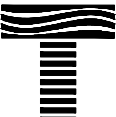
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MATTHEW TRAMMELL P.E. # 69244

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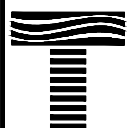
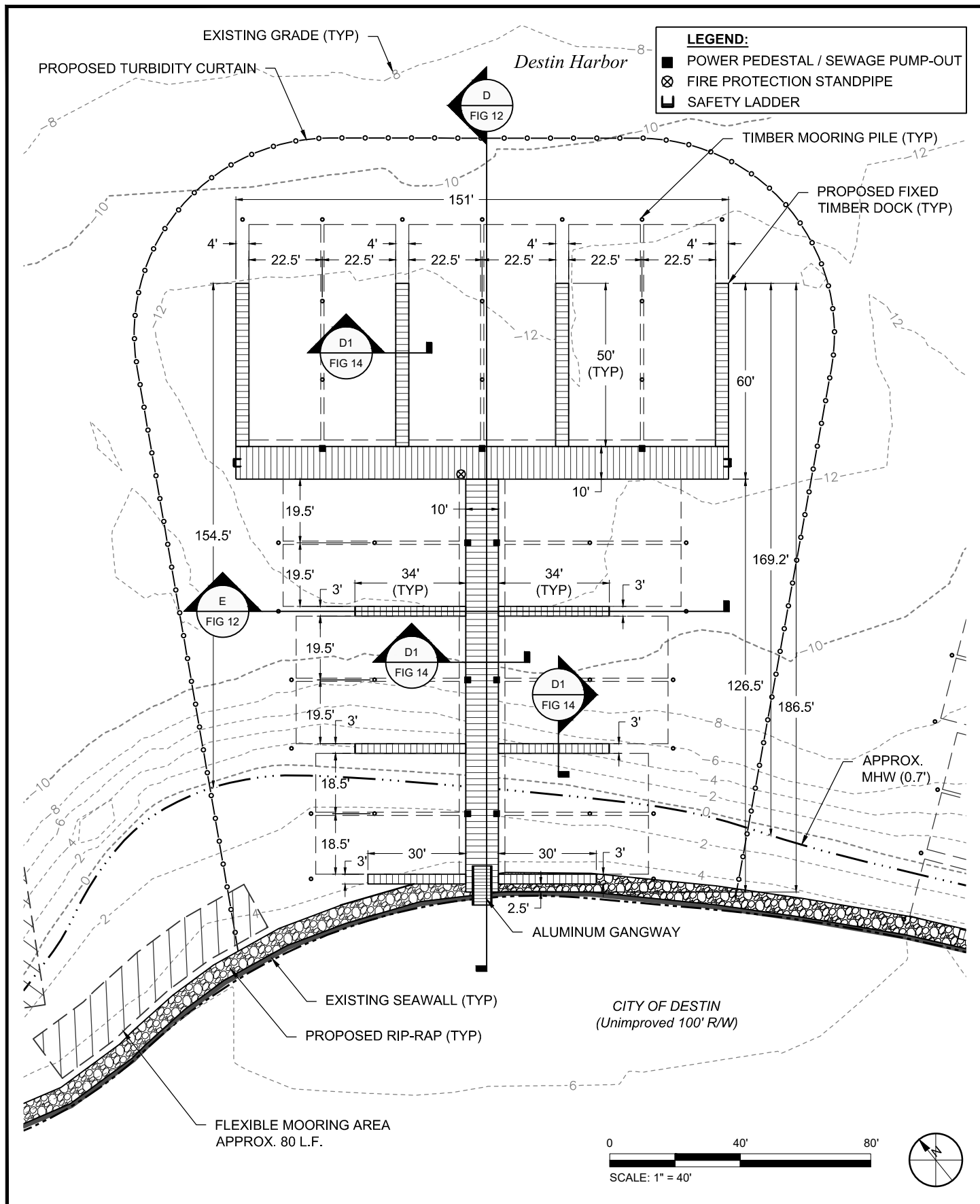
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 TAYLOR ENGINEERING INC. 4300 LEGENDARY DRIVE SUITE C246 DESTIN, FL 32541 CERTIFICATE OF AUTHORIZATION # 4815	FIGURE 7 PROPOSED DOCK PLAN - 'A' POINTE RESORT MARINA OKALOOSA COUNTY, FLORIDA		SEAL
	PROJECT C2017-004-01	DRAWN BY CAS/NP	SHEET 7 of 20

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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4300 LEGENDARY DRIVE
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DESTIN, FL 32541

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FIGURE 8
PROPOSED DOCK PLAN - 'B'
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT: C2017-004-01 DRAWN BY: CAS/NP SHEET: 8 of 20 DATE: MAR 2018

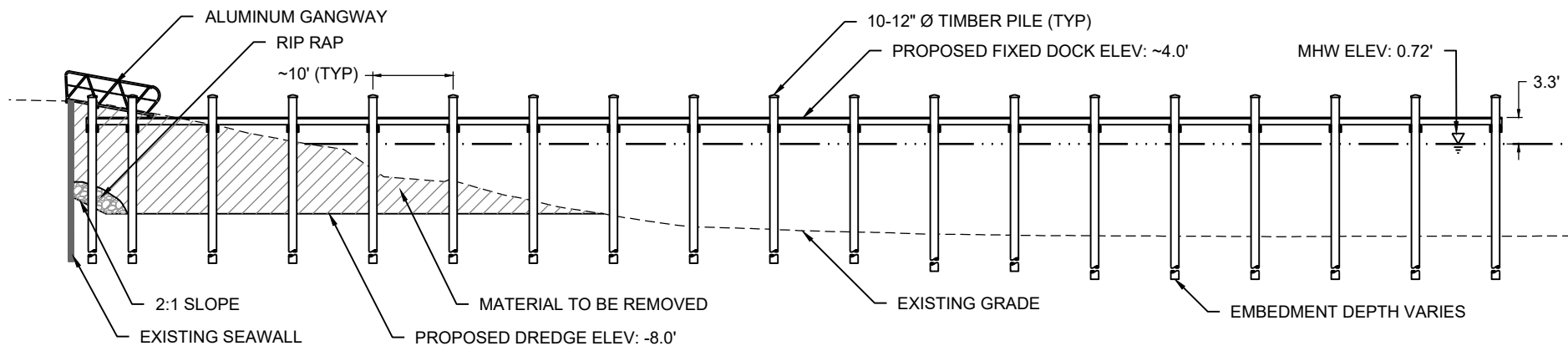
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MATTHEW TRAMMELL P.E. # 69244

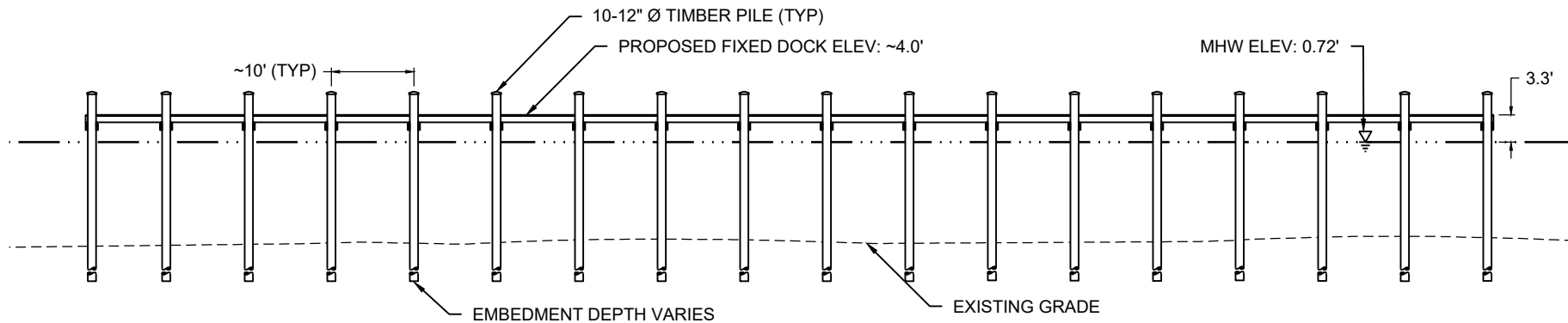
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PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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A
FIG 7
'A' DOCK - SECTION A
SCALE: 1" = 20'



B
FIG 7
'A' DOCK - SECTION B
SCALE: 1" = 20'



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4300 LEGENDARY DRIVE
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DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 10
SECTIONS - 'A' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

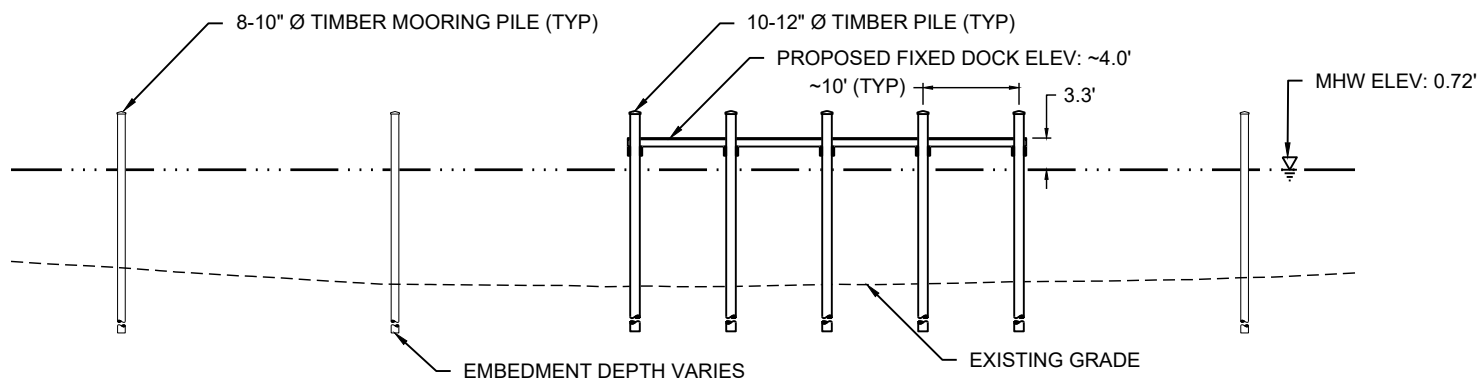
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DATE	MAR 2018

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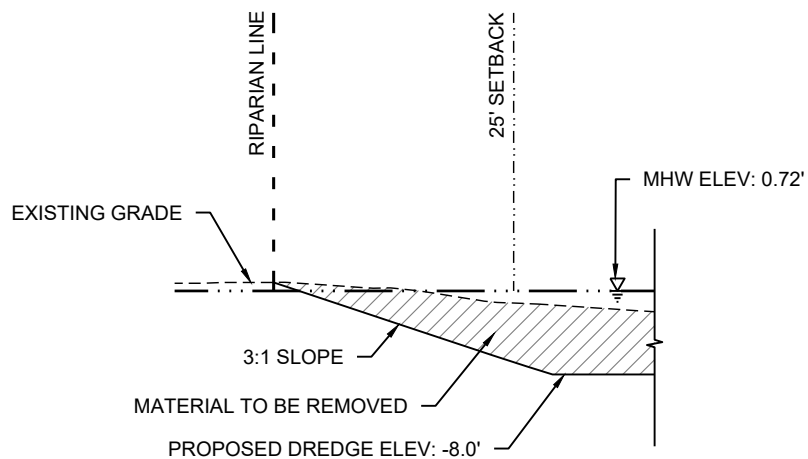
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DATE

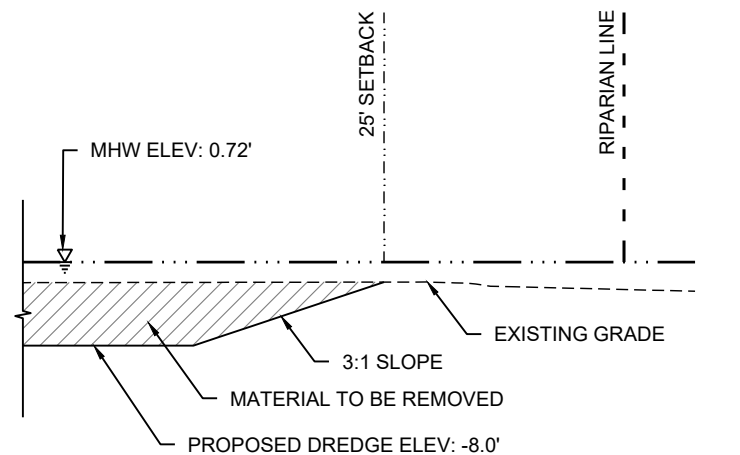
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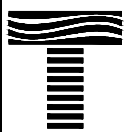
'A' DOCK - SECTION C
FIG 7 SCALE: 1" = 20' 0 20'



SIDE SLOPE DREDGE SECTION - NORTH
FIG 6 SCALE: 1" = 20' 0 20'



SIDE SLOPE DREDGE SECTION - SOUTH
FIG 6 SCALE: 1" = 20' 0 20'



TAYLOR ENGINEERING INC.

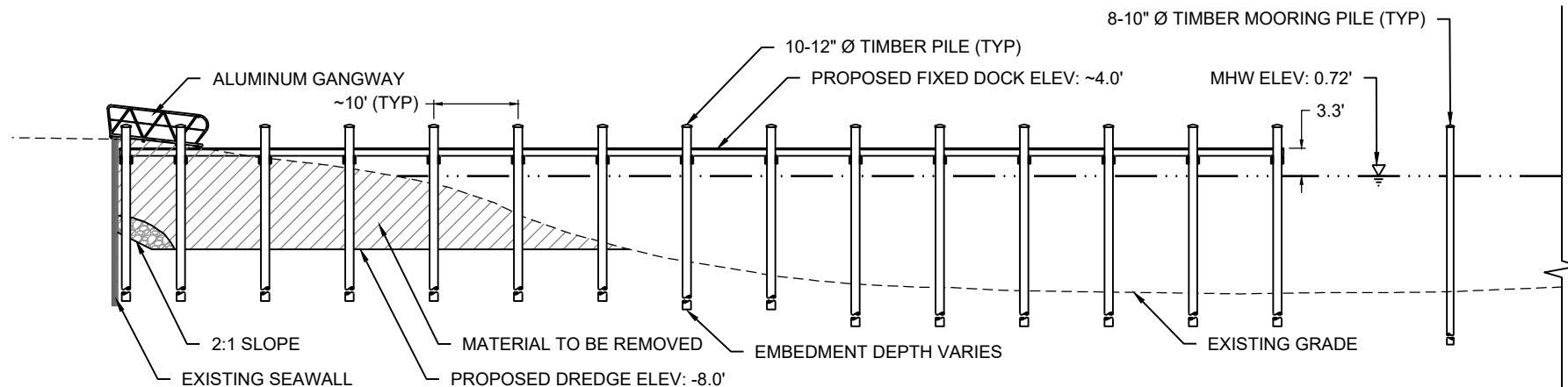
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 11
SECTIONS - 'A' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

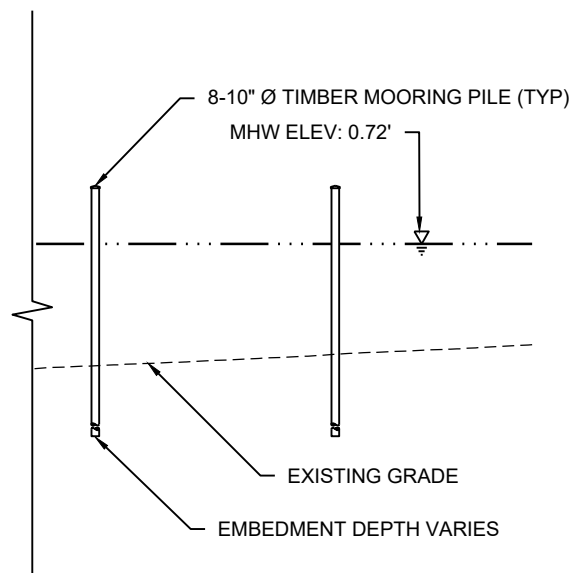
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MATTHEW TRAMMELL P.E. # 69244	DATE

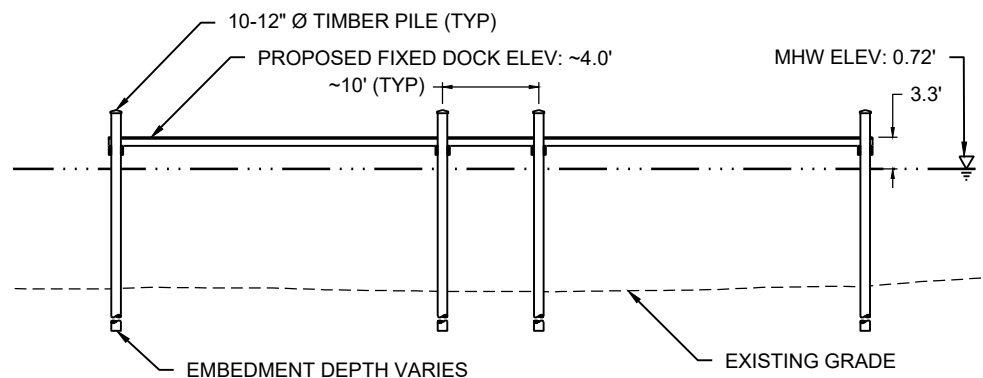
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'B' DOCK - SECTION D
FIG 8 SCALE: 1" = 20' 0 20'



'B' DOCK - SECTION D (CONTINUED)
FIG 8 SCALE: 1" = 20' 0 20'



'B' DOCK - SECTION E
FIG 8 SCALE: 1" = 20' 0 20'



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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 12
SECTIONS - 'B' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

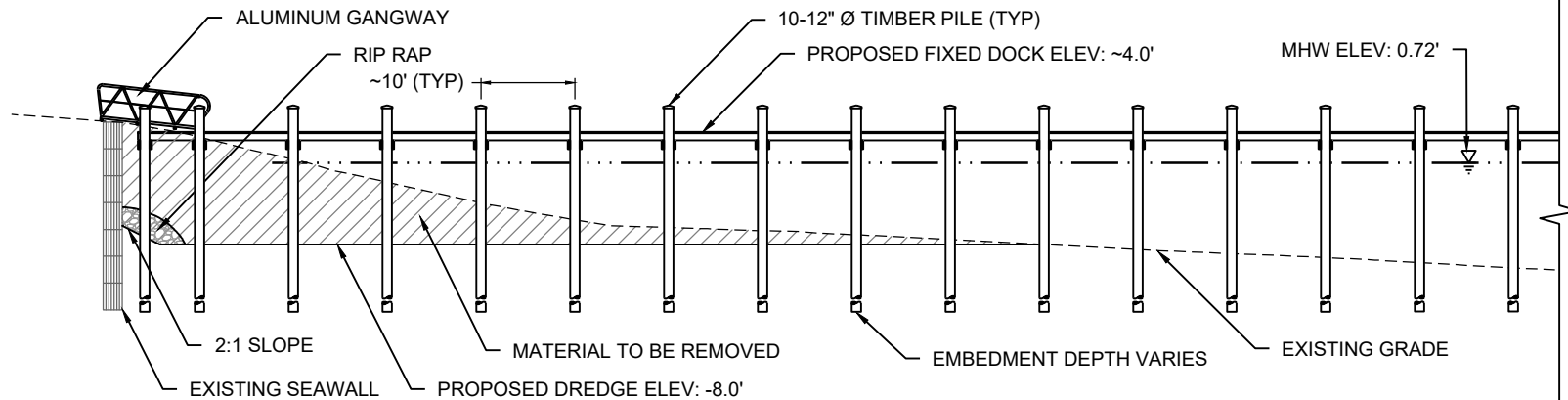
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DATE	MAR 2018

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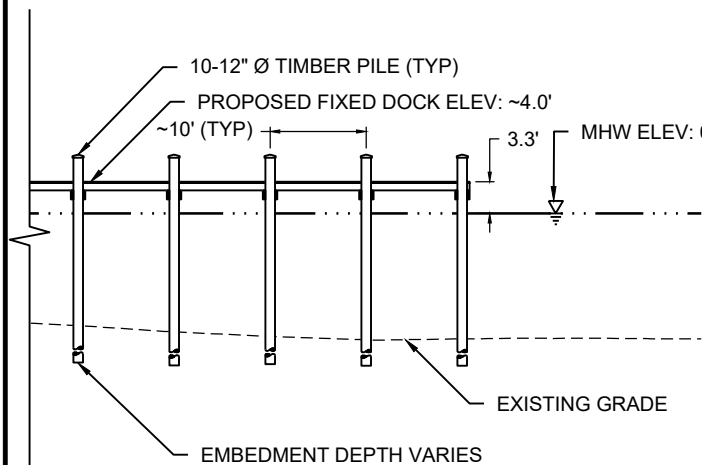
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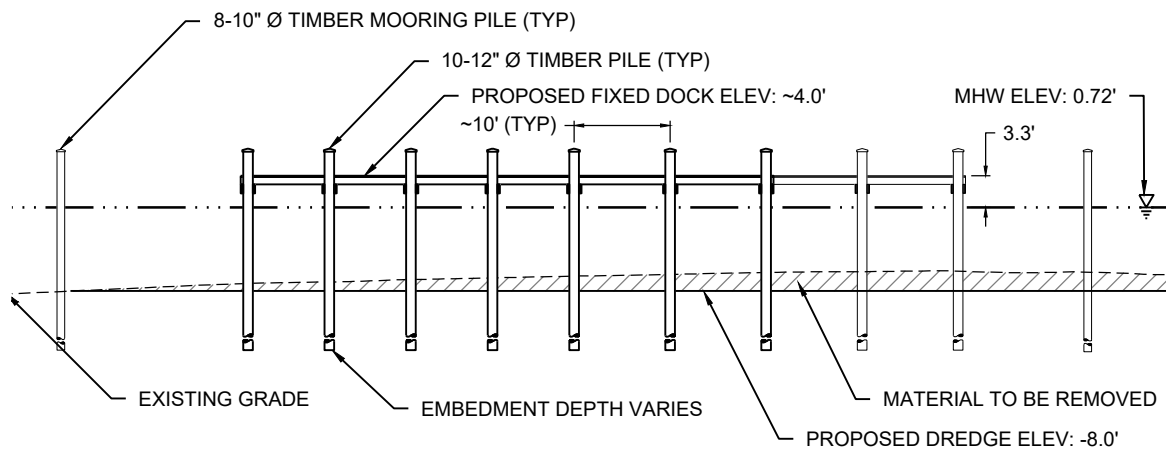
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F
FIG 9 'C' DOCK - SECTION F
SCALE: 1" = 20' 0 20'



F
FIG 9 'C' DOCK - SECTION F (CONTINUED)
SCALE: 1" = 20' 0 20'



G
FIG 9 'C' DOCK - SECTION G
SCALE: 1" = 20' 0 20'



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FIGURE 13
SECTIONS - 'C' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

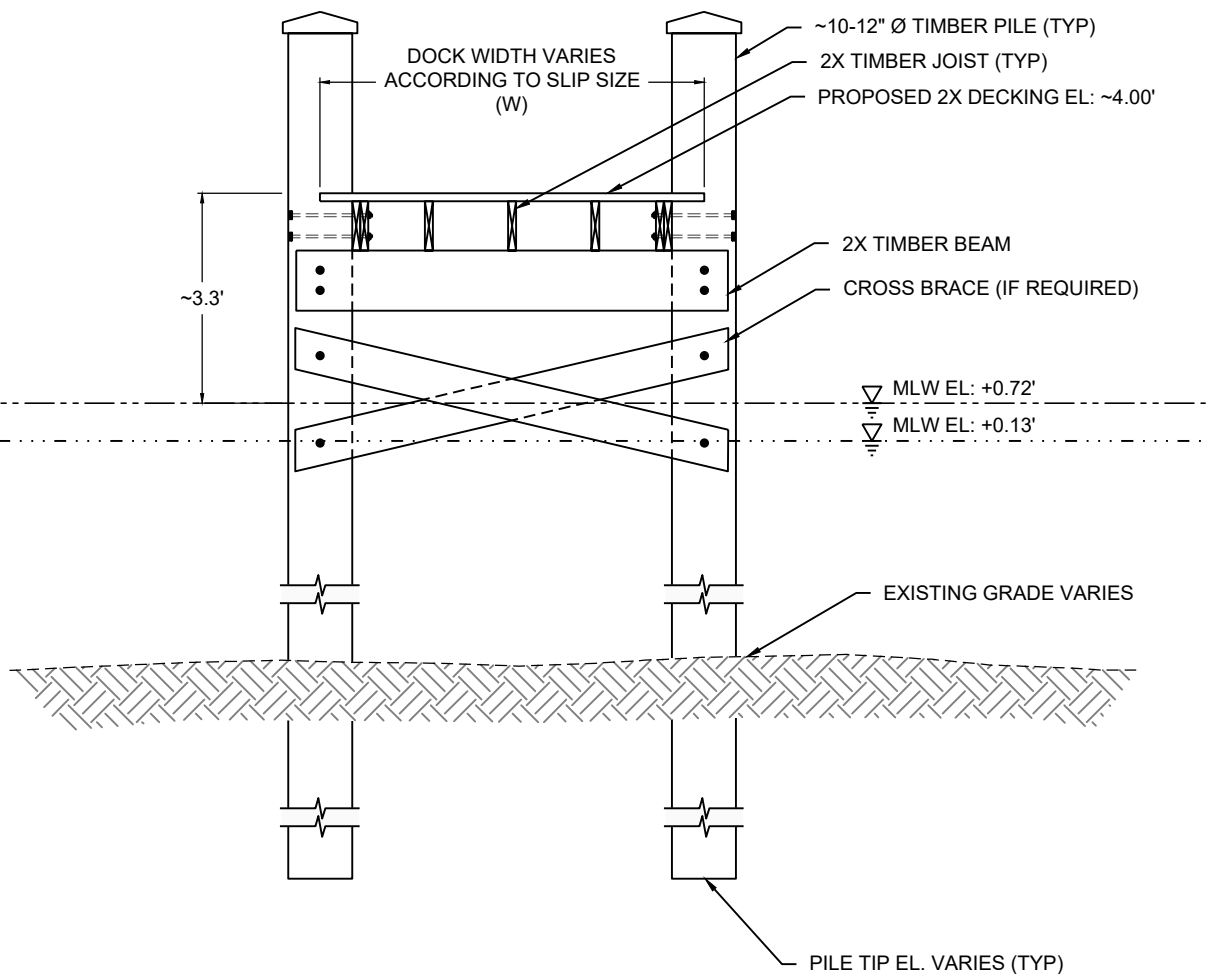
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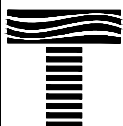
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DATE

SLIP SIZE AND WIDTH (W)	
SLIP SIZE	W
30' - 50'	3' - 6'
66'	4'
MAIN ACCESS DOCK	10'



(D1) TYPICAL FIXED FINGER PIER TIMBER DOCK
NOT TO SCALE



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FIGURE 14
TYPICAL FIXED TIMBER DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

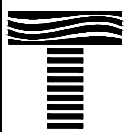
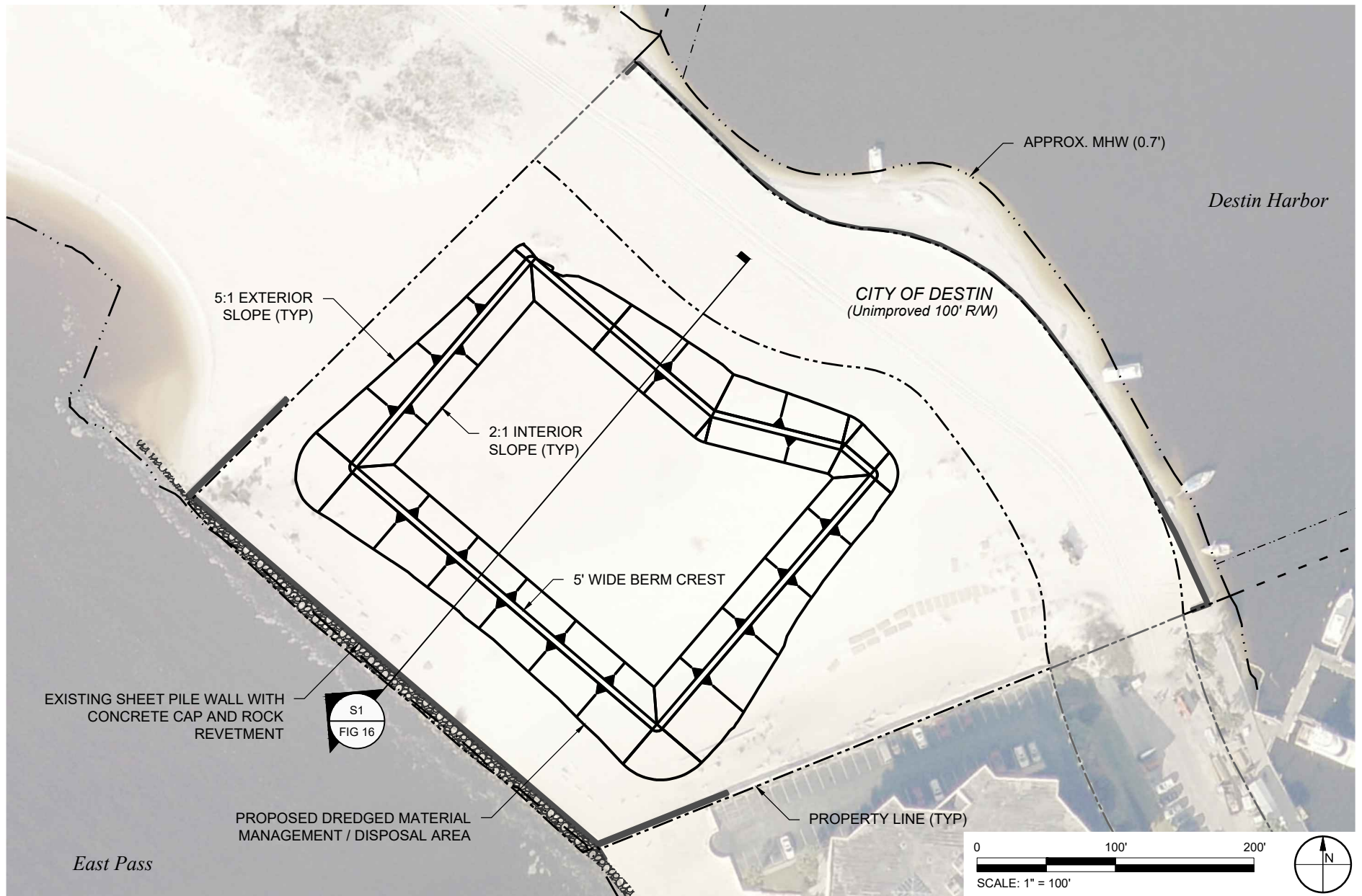
PROJECT: C2017-004-01 DRAWN BY: CAS/NP SHEET: 14 of 20 DATE: MAR 2018

SEAL

MATTHEW TRAMMELL P.E. # 69244

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FIGURE 15
DREDGED MATERIAL MANAGEMENT / DISPOSAL AREA SITE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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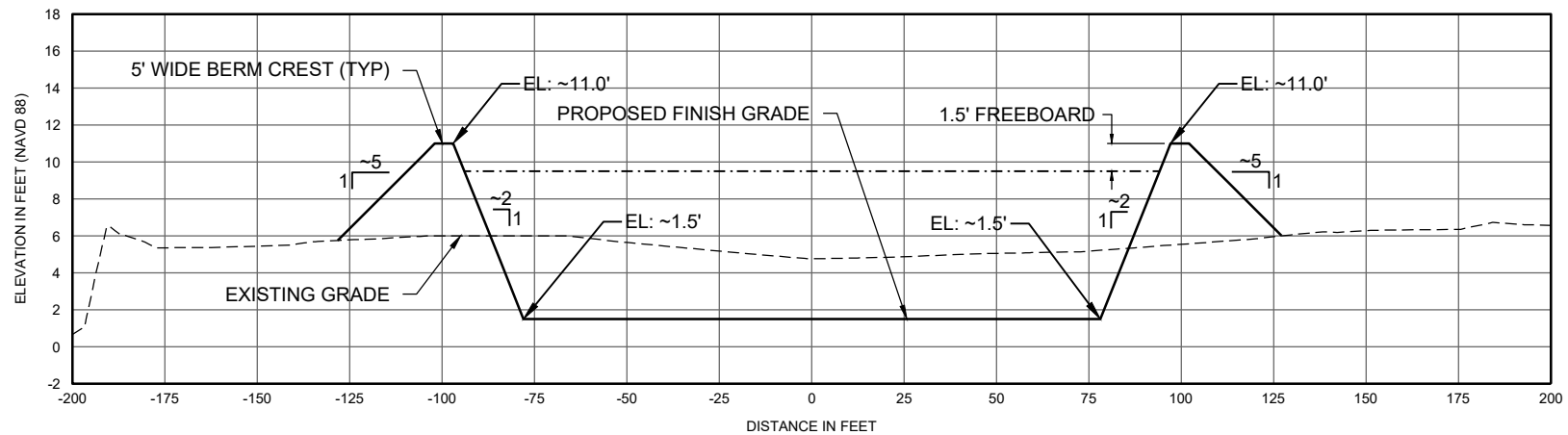
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S1
FIG 15

DREDGED MATERIAL MANAGEMENT / DISPOSAL AREA TYPICAL SECTION

SCALE: 1" = 50'
V-SCALE: 1" = 10'

0 50'



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FIGURE 16
DREDGED MATERIAL MANAGEMENT DISPOSAL AREA TYPICAL
SECTION
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
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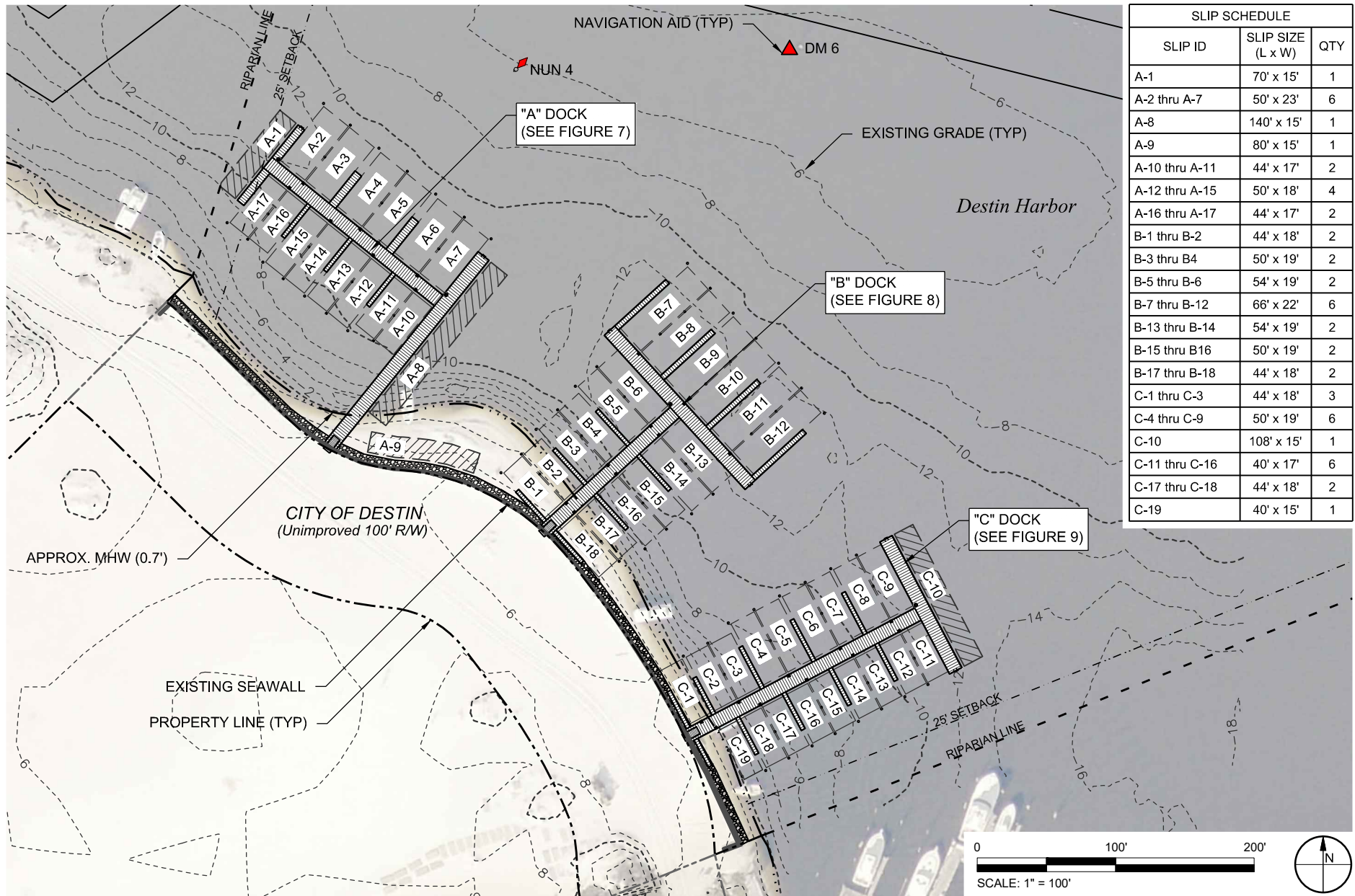
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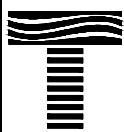
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SLIP SCHEDULE		
SLIP ID	SLIP SIZE (L x W)	QTY
A-1	70' x 15'	1
A-2 thru A-7	50' x 23'	6
A-8	140' x 15'	1
A-9	80' x 15'	1
A-10 thru A-11	44' x 17'	2
A-12 thru A-15	50' x 18'	4
A-16 thru A-17	44' x 17'	2
B-1 thru B-2	44' x 18'	2
B-3 thru B-4	50' x 19'	2
B-5 thru B-6	54' x 19'	2
B-7 thru B-12	66' x 22'	6
B-13 thru B-14	54' x 19'	2
B-15 thru B-16	50' x 19'	2
B-17 thru B-18	44' x 18'	2
C-1 thru C-3	44' x 18'	3
C-4 thru C-9	50' x 19'	6
C-10	108' x 15'	1
C-11 thru C-16	40' x 17'	6
C-17 thru C-18	44' x 18'	2
C-19	40' x 15'	1



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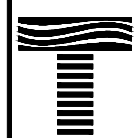
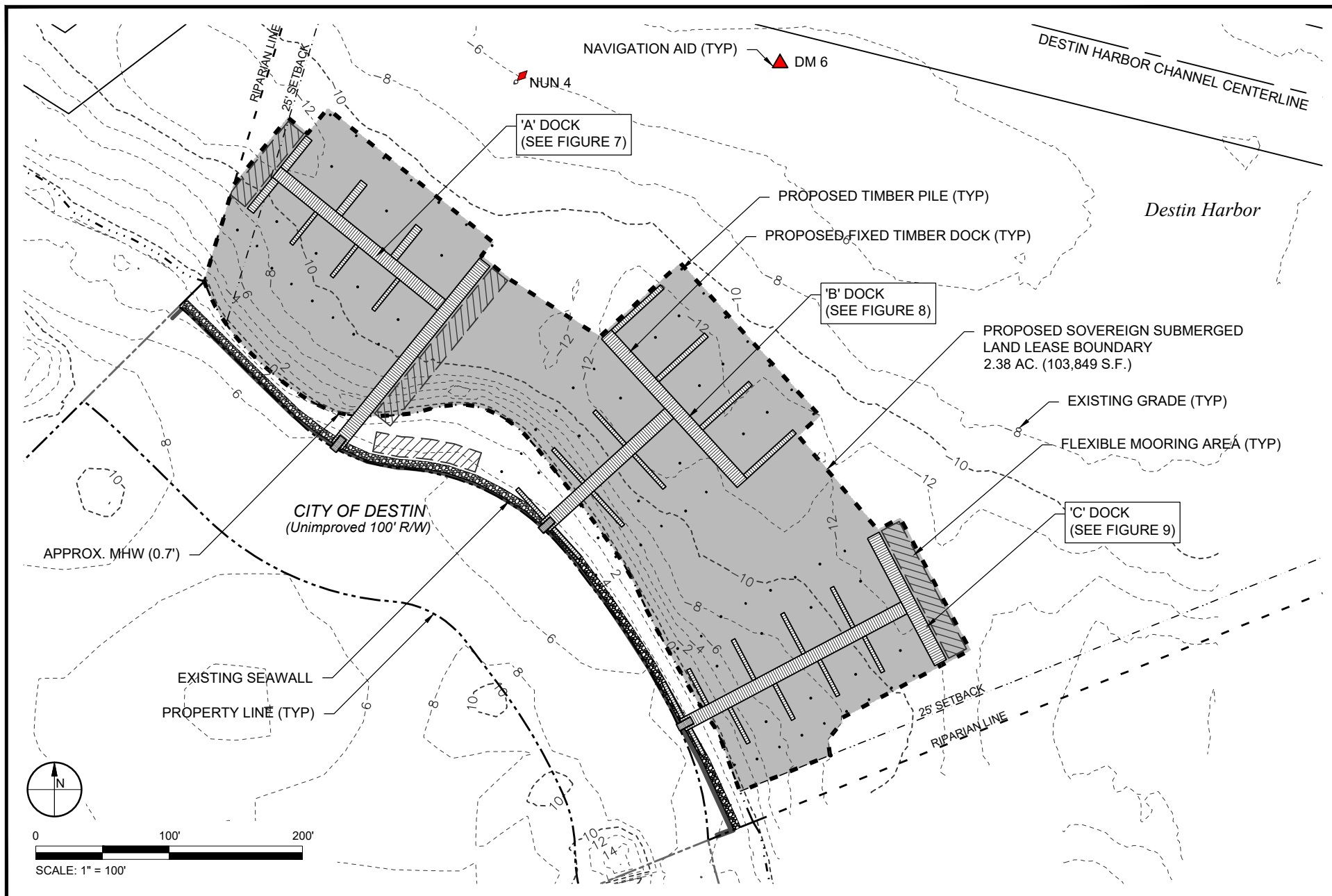
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FIGURE 17
PROPOSED MARINA SLIP PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
DRAWN BY	CAS/NP
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SEAL	
MATTHEW TRAMMELL P.E. # 69244	DATE

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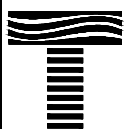
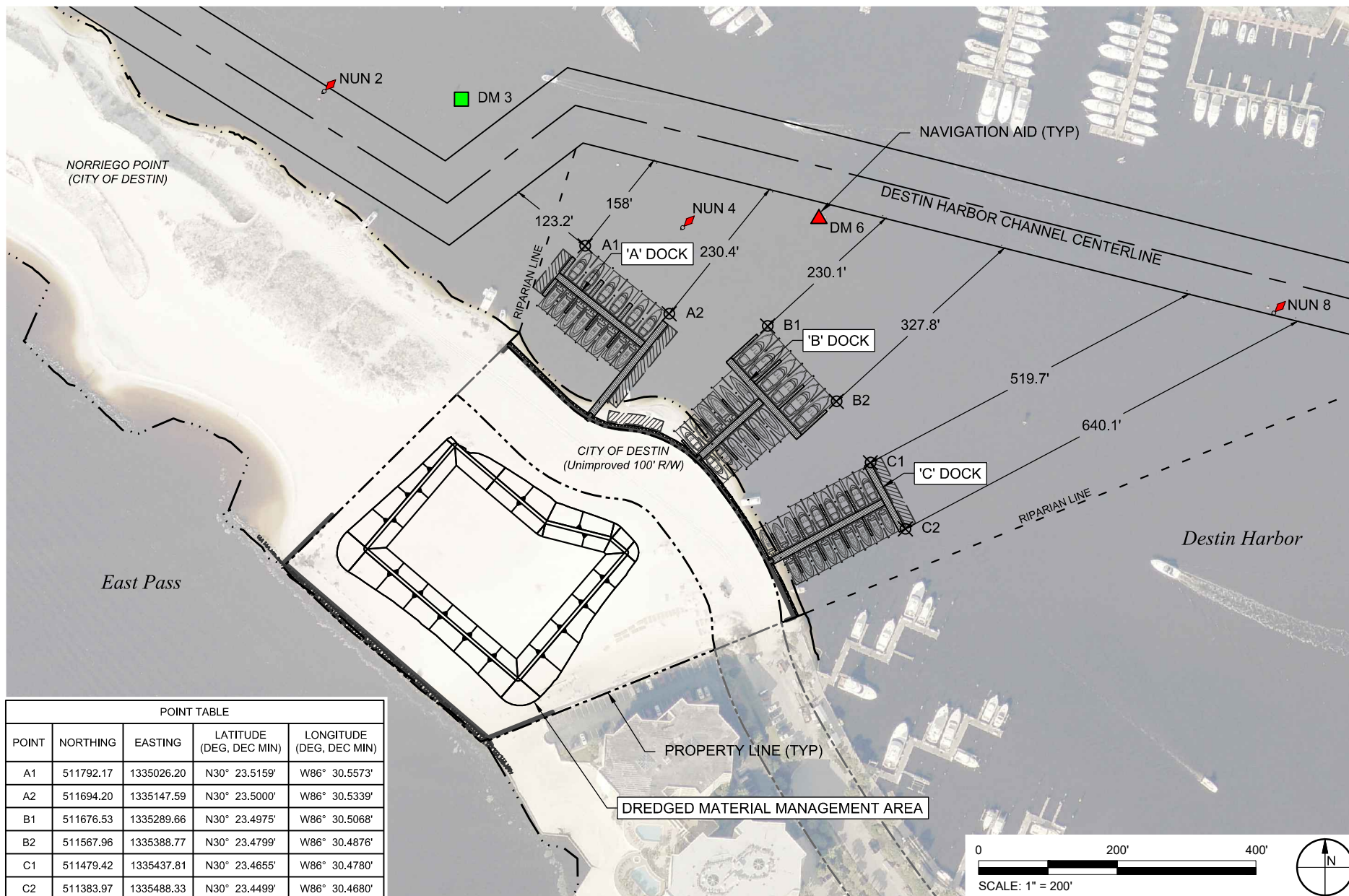
FIGURE 18
PROPOSED SOVEREIGN SUBMERGED LAND LEASE BOUNDARY
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01	SEAL
DRAWN BY	CAS/NP	
SHEET	18 of 20	
DATE	MAR 2018	

MATTHEW TRAMMELL P.E.# 69244

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FIGURE 19
FEDERAL NAVIGATION CHANNEL OFFSETS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

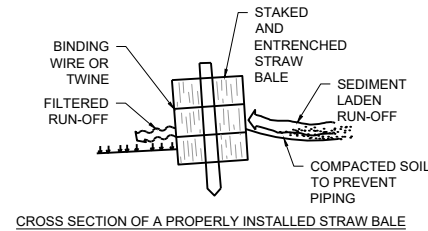
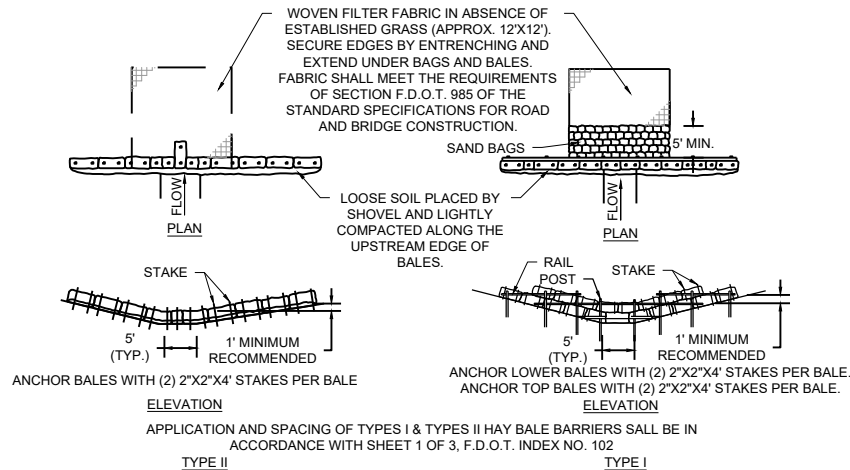
PROJECT	C2017-004-01
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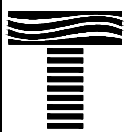
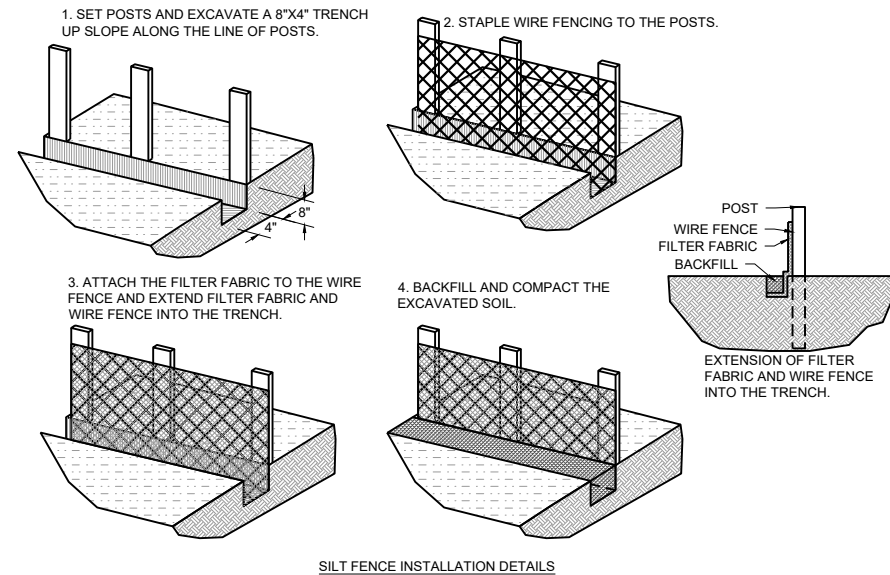
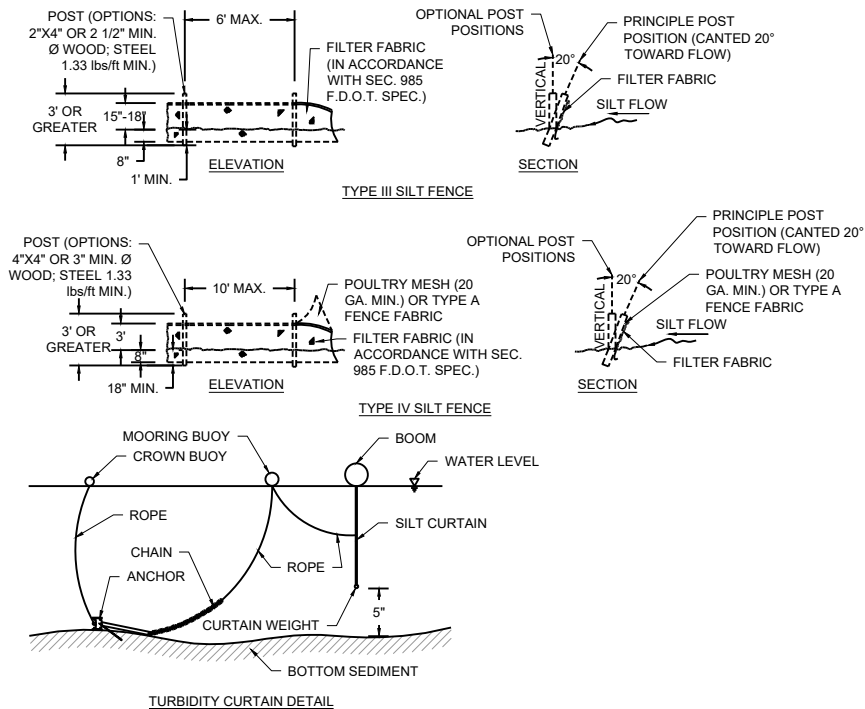
MATTHEW TRAMMELL P.E.# 69244

DATE

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DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.



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FIGURE 20
EROSION AND TURBIDITY CONTROL DETAILS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
DRAWN BY	CAS/NP
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DATE	MAR 2018

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Jennifer Bryla, Community Development Directory
Carisse LeJeune, City Manager
Kimberly Kopp, Land Use Attorney

FROM: Stuart Campbell

DATE: 6-12-18

SUBJECT: First Reading of Ordinance 18-06-LC, an Ordinance of the City of Destin, relating to the establishment of the Technical Review Committee (TRC)

I. BACKGROUND:

Consistent with the Comprehensive Plan 2020 Goals, Objectives and Policies, it is a strategic objective of the City Council to periodically amend the Land Development Code to improve regulatory efficiency and revise inconsistent or incorrect language.

The current development review process established in the Land development Code (LDC) has proven to be antiquated and in need of changes. The amendments proposed by this ordinance are intended to establish the Technical Review Committee (TRC) to streamline the review process and time frames for Development Orders, while assuring a completed, consistent, high quality development. Additionally, several provisions are being amended to correct inconsistent language related to the comprehensive plan standards (i.e. Tier 2, Tier 3), establish thresholds for Major Developments, correct antiquated practices, delete or correct outdated language, clean-up discrepancies or errors, and refine the regulatory review process.

On April 5, 2018, the Local Planning Agency found proposed Ordinance No. 18-06-LC consistent with Comprehensive Plan: 2020, and recommend the adoption of said Ordinance by City Council by a vote of 5-0 (Motion – Shelton; 2nd Menchel).

On May 7, 2018 the City Council heard proposed Ordinance 18-06-LC on 1st Reading. City Council directed staff to delete the inconsistency from page 9 to make it match page 7, with regards to the composition of the Technical Review Committee, and come back on second reading with a revised ordinance.

At the May 21, 2018 City Council public hearing, staff was directed to take Ordinance 18-06-LC back to first reading at the second meeting in June, to allow for additional review and discussion by the City Council.

II. DISCUSSION:

The purpose of this ordinance is essentially two-fold: one to establish the Technical Review Committee and two, to amend several Articles of the LDC to correct outdated information, improve staff's ability to efficiently implement the development review process reflecting current practices.

Technical Review Committee The Technical Review Team component of the current LDC Development Order review process has proven to be antiquated, inefficient and ineffective. The Technical Review Team process was set up several years ago, and although somewhat effective at its inception, has slowly declined as an effective tool for review of proposed Development Orders, resulting in frustration for our development partners and citizens.

Ordinance 18-06-LC establishes a Technical Review Committee (TRC). Specifically 2.26.01 establishes the TRC as an administrative committee for the purpose of providing for the professional and technical review of development order applications as specified under section 2.26.03 of the LDC. Membership in the TRC is as follows:

A. The membership shall include the director or his or her designee from the following city agencies:

1. Community Development
2. Public Services
3. Building
4. Recreation
5. Destin Fire Control District;
6. Destin Water Users

B. The City Manager may appoint additional city staff to serve on the TRC as he or she may deem appropriate to support various projects.

TRC functions, duties and responsibilities. The TRC shall review the following applications for compliance with the provisions of the City of Destin Land Development Code, and all applicable building codes;

1. Major/Minor development order
2. Major/Minor deviations to development orders
3. Major subdivisions
4. Planned Unit Developments

LDC Article Amendments

The following discussion will briefly describe highlights of the amendments proposed for each

Article of the LDC.

Article 2. - Administration

- Establish Technical Review Committee.
- Delete reference to Tier 2, Tier 3.
- Refine development review procedures
- Establish thresholds for Major Developments
- Add sign posting standard for public notice requirements.

Article 3 – Definitions

Add language to the definition of a Yard to allow residential accessory HVAC equipment and pool equipment, with the equipment base or foundation installed on-grade and below 30 inches, may be located in a required yard. In the event the HV/AC equipment or pool equipment is installed on a platform or structure higher than 30 inches, that equipment cannot be located in a required yard.

Article 5 – General Provisions

The article actually defines the Land Development Code and establishes that its structure and format follows the City Comprehensive Plan. This ordinance amends the article to include the Technical Review Committee as a recognized Board and Agency.

Article 6 – Concurrency Management Systems

Add the following language: Projects deemed to have a de minimis ~~minimus~~ impact pursuant to ~~Rule 9J-5.0055(3)(c) 6.a, Florida Administrative Code~~ the Comprehensive Plan shall not be subject to concurrency requirements.

Article 20 – Building Regulations

Modify language regarding the review and approval of foundation as-built survey for compliance.

Added new language for contractor insurance requirements.

A. Link to Strategic Goals / Objectives:

IC. Analyze, measure, and improve key processes to enhance service excellence.

B. Effect on Budget (EOB):

There is not any anticipated effect on the budget.

C. Level of Service (LOS): Increase in our Level of Service for Development Order review anticipated.

III. CONCLUSION: The inclusion of the newly created Technical Review Committee will greatly enhance the City's ability to implement the Development Order review process in a timely

and efficient manner. The subsequent amendments to the Articles of the Land Development Code will provide Staff with adequate tools necessary to complete the development review process in an equitable and consistent manner.

IV. RECOMMENDED MOTION: “I move that the City Council approve proposed Ordinance 18-06-LC on first Reading and direct staff to advertise for 2nd reading.”

Attachments:

1. TRC Ordinance 6 18 18

ORDINANCE NO. 18-06-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO ESTABLISHING THE TECHNICAL REVIEW COMMITTEE (TRC) TO STREAMLINE THE PROCESS OF DEVELOPMENT REVIEW; PROVIDING FOR AMENDMENT TO ARTICLE 2 – ADMINISTRATION REVISING THE DEVELOPMENT REVIEW PROCESS; PROVIDING FOR AMENDMENTS TO ARTICLE 3 – DEFINITIONS, YARD; PROVIDING FOR AMENDMENT TO ARTICLE 5 – GENERAL PROVISIONS; PROVIDING MODIFICATION TO ARTICLE 6 – CONCURRENCY MANAGEMENT SYSTEM; PROVIDING FOR AMENDMENT TO ARTICLE 20 – BUILDING REGULATIONS; 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.

WHEREAS, the authority for enactment of these regulations is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes, and Chapter 163, Part II, Florida Statutes; and

WHEREAS, it is a strategic objective of the City Council to periodically amend the Land Development Code to revise inconsistent language and improve regulatory efficiency; and

WHEREAS, it is necessary to streamline the requirements and the time frame for Development Orders, while assuring a completed, high quality development; and

WHEREAS, it is necessary to amend the existing Land Development Code in order to revise incorrect, inaccurate or outdated language and refine the development review process; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interest of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the city Council after due public notice.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are hereby fully incorporated herein by reference as

legislative findings of the City Council of the City of Destin.

SECTION 2. CODE AMENDMENT. Language in section 2 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of the Land Development Code that remains unchanged.

ARTICLE 2 – ADMINISTRATION

2.04.00. - Withdrawal of applications.

An application for development approval may be withdrawn at any time. Caution: The withdrawal of any application for development approval which occurs after the publication of any notices which may be required by this Code or other law will result in the application losing its relative position in priority for plan review and will require the applicant to resubmit its application at the initial step in the development review process required for the particular development. Such resubmittal will require payment of the necessary fees in order to activate the plan review process and reestablish relative position and priority for plan review.

Note: Nothing in this section shall be construed to prevent the Local Planning Agency (LPA) ~~and Land Development Regulation Commission~~ or the City Council from delaying action or decision on any application. In the event the LPA or City Council votes to delay review or decision on any application, said application will retain its relative position and priority for plan review purposes.

2.05.00. - Authorization for development permit.

No development activity may be commenced without a final development order.

2.05.02. Exceptions to the requirement for a development order. A construction permit may be issued without a development order if any of the following conditions apply:

- G. Minor alterations to existing improved properties, for which a development order has not been previously issued, that will alter gross floor area, use of structure or land, or change/add to the impervious surface of the site provided that:
1. The proposed change does not require additional parking spaces beyond those already existing on the site;
 2. The proposed change cannot increase impervious surface area beyond 750 square feet. An increase in impervious surface up to 750 square feet must meet the requirements of Section 10.03.02.I.2.b.;
 3. The proposed change does not exceed de minimis ~~minimums~~ level of service standards for concurrency; and

4. Sufficient information (site plan drawn to scale, existing versus proposed development, existing conditions, etc... generally in accordance with Section 2.18.02. General plan requirements must be provided at the time a building permit application is submitted to the City.

2.06.00. - Pre-application procedures.

Prior to filing for a formal and scheduled review of proposed development plans, if required by this Code, by the Technical Review Committee, the applicant shall request the Community Development ~~City Planning~~ Director, or designee, to set a time for discussion of the proposed development. Checklists set forth in Article 17 appropriate to the proposed development shall be provided to the applicant by the Planning Director, or designee. In addition, the applicant shall be directed to the appropriate City departments or other agencies so that the applicant may obtain information from such department(s) and/or agency(s) prior to filing for formal review, if necessary, by the City Technical Review Committee.

Note: No comment made by any persons associated with the City during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development or development plans.

2.06.01. *Designation of plans as minor or major developments.* Before submitting a development plan for formal review, the applicant shall provide the City with sufficient information to make a determination as to whether or not the plan will be designated a major or minor development. For purposes of these procedures, all development plans shall be designated, in writing, by the City Manager, or his designee, as either exempt from the development order process (in accordance with Section 2.05.02), a minor development, or major development according to the criteria below.

- A. *Major development.* A development order application shall be deemed a major development if it satisfies one or more of the following criteria:
 1. Non-residential and mixed-use development plans consisting of more than 25,000 square feet of gross floor area. ~~Development order applications requesting Tier 3 approval.~~
 2. Residential development plans consisting of 10 or more dwelling units.
 3. Major subdivisions.
 4. All planned unit developments (PUD's).
- B. *Minor development.* A development plan shall be designated as a minor development if it is neither a major development nor a development exempt under Section 2.05.02 of this Code.

2.07.00. - Procedures for development review.

All applications for a major or minor development order or a major or minor deviation to a development order shall be processed in a timely manner. This shall entail prompt review and responses from both the applicant and the members of the Technical Review Committee (TRC)~~Team (TRT)~~. No property shall have more than one development order application under review by the City at any one time.

The applicant shall adhere to the following procedures when seeking approval for a major or minor development order or a major or minor deviation to a development order:

- A. The applicant for a proposed development order shall submit a complete application package (i.e. application, development plans, applicable fees, etc...) to the Community Development Department.
- B. Within ~~ten~~ three working days of receipt of the application package for review, the Community Development Department shall perform an application completeness review and either:
 1. Determine that the application package is incomplete and inform the developer, in writing, of the deficiencies. The applicant shall submit an amended application package for application completeness review by the Community Development Department. The amended application package must be received within 30 calendar days to maintain the application's relative position and priority for plan review. If the applicant fails to submit an amended application package within 30 calendar days, the application does not maintain its relative position and priority for plan review and is considered withdrawn; or
 2. Determine that the application package is complete as received, inform the developer, in writing, of the TRC meeting date, and proceed with the review procedures listed below.
- C. The Community Development Department shall make available to each TRC ~~T~~ member a copy of the application package, which within three working days after the development application is determined to be complete. The application package shall at a minimum shall contain all information which is pertinent to the member's functional area(s) and the TRC meeting date at which the application submittal comments will be reviewed.
- D. The TRC ~~TRT~~ members shall review the proposed application package and submit comments, if any, in writing to the Community Development Department staff assigned as the project manager within thirty ten working days of receipt of the application package. The TRC comments shall be forwarded to the applicant no later than three days prior to the TRC meeting date. The Project Manager shall, within two working days, forward the TRT Member's comments to the applicant.
- E. ~~Community Development's~~ Staff shall review the plan and comments at the TRC meeting of the TRT members and determine whether the application complies with the requirements of this Code.
- F. ~~Community Development's~~ Staff shall either accept, accept with comments, accept with modifications, or deny and approve, approve with conditions, approve with modifications or deny the application and shall:
 1. Determine conformity of the proposed development with the Comprehensive Plan, this Code, other applicable requirements and the items enumerated in subsection B. above.
 2. Hear and address concerns and desires of surrounding landowners and other affected persons.
 3. Consider any rule, objective or policy of the Comprehensive Plan or any other criterion applicable to the particular development proposals in formulating a his or her recommendation to either approve, approve with conditions, approve with modifications or deny the application.

- G. If the application has been approved with modifications, the applicant shall adhere to the procedures listed below until the Community Development staff concludes that the application is approved, approved with conditions, approved with modifications or denied.
1. From the date on which the Community Development Department conducts a TRC meeting for the project issues a consolidated comments letter or memo to the applicant pertaining to the technical review of the application, the applicant shall have not more than 60 calendar days to resubmit a revised package for technical review, unless the one-time 15-day extension is approved as stated below. If a resubmittal package is not received by the Community Development Department within 60 calendar days from the date on which the TRC met on the project, ~~Community Development Department issued comments to the applicant pertaining to the technical review of the application~~, the process shall start over and the applicant shall be required to submit a new application package, complete with a new application, new plans, new fees, etc., to the Community Development Department. The application shall be subject to all new regulations that are in effect at the time of the new application. The applicant may only request one 15-day extension to the 60-day resubmittal deadline during the entire review process. The request shall be in the form of a written letter indicating why the extension is needed. Requests for an extension shall be reviewed by the City Manager or designee, with a recommendation by the Community Development Director or designee. The applicant shall receive a letter indicating whether or not the request has been granted or denied. If the request is denied, the letter must specifically indicate the reason(s) for such denial.
 2. From the date of application, the applicant shall have not more than nine months to obtain technical review approval of the project, unless the one-time three-month extension is approved as stated below. If technical approval is not received within nine months from the date of application, the process shall start anew and the applicant shall be required to submit a new application package, complete with a new application, new plans, new fees, etc., to the Community Development Department. The project shall be subject to all new regulations that are in effect at the time of the new application. The applicant may request one three-month extension to the nine-month deadline during the entire review process. The request shall be in the form of a written letter indicating why the extension is needed. Requests for the one-time three-month extension shall be reviewed by the City Manager or designee, with a recommendation by the Community Development Director or designee. The applicant shall receive a letter indicating whether or not the request has been granted or denied. If the request is denied, the letter must specifically indicate the reason(s) for such denial.
- H. Once the Community Development staff has come to a conclusion that the application is approved, approved with conditions, approved with modifications or denied, the application shall adhere to the requirements of Section 2.07.01~~2~~ if it is classified as a major development or adhere to the requirements of Section 2.07.02~~3~~ if it is classified as a minor development.

2.07.01. Major developments. The following procedures, in addition to those listed in Section 2.07.00, shall apply to all major development order applications:

- A. ~~The Technical Review Team (TRT) members shall review the proposal and submit comments, if any, in writing to the Community Development staff assigned as the project manager. Once the application has been to the TRC meeting and each individual TRC TRT member has come to the conclusion that the proposal can be approved, approved with conditions, approved with modifications or denied, the Community Development Department staff assigned as the project manager shall prepare and forward each TRC TRT members written recommendation, through~~

the City Manager to the City Council. In addition to the written recommendations of each TRC ~~TRF~~ member, information provided to the City Council in the technical staff report shall include, but not be limited to, the following:

2.07.02. Minor developments. The following procedures, in addition to those listed in Section 2.07.00, shall apply to all minor development order applications:

- A. Once the application has been to the TRC meeting and each individual TRC member has come to the conclusion that the proposal can be approved, approved with conditions, approved with modifications, or denied, the Community Development Department ~~If the proposal is approved or approved with conditions, the Community Development Director, or designee,~~ shall authorize the issuance of a development order that complies with Section 2.08.00
- B. If the proposal is approved with modifications, a development order may be authorized by the Community Development Director, or his designee, once the required modifications have been completed and approved by the appropriate TRC ~~TRF~~ members.

2.17.00. - Notice.

- A. Written notice shall be provided to owners of property within 300 feet of land subject to all development related applications. Development related applications shall include all of the following types of applications: deed of gift, lot reconfigurations, minor replats, major and minor subdivisions, major and minor development orders, major and minor deviations to previously approved development orders, future land use map amendments and zoning map amendments. The written notice shall include, at a minimum, the following: the name of the owner of the property, the name of the authorized agent (if applicable), the address of the subject property or tax parcel identification number if an address has not been issued for the property, project description, location map of the subject property, and a statement informing the public of the location where the proposed application package can be viewed, unless otherwise provided in Florida Statutes. Unless otherwise provided by law, regulation or decision, addresses for a mailed notice required by this code shall be obtained from the records of the Okaloosa County Tax Collector. The failure of any person to receive notice shall not invalidate an action if a good faith effort was made to comply with the notice requirements of this code.
- B. A sign, meeting the following requirements, shall be posted on the property:
 - 1. The sign must be prominently placed on the development site and shall not be located further than five feet from the adjacent right-of-way. The required content of the sign shall be legible as viewed from the adjacent right-of-way;
 - 2. Such sign shall be not larger than 18 inches by 24 inches and not smaller than 16 inches by ten inches in size;
 - 3. The sign must clearly indicate the name, and 24 hours a day, seven days a week emergency contact phone number of the responsible party for said development site; and
 - 4. The sign must be continuously on the property of the development site and shall be removed from said property within five working days after the issuance of Certificate of Completion or Certificate of Occupancy (whichever applies).

2.26.00. – Technical Review Committee (TRC)

2.26.01. Establishment. There is hereby created an administrative committee to be known as the technical review committee (TRC) for the purpose of providing for the professional and technical review of development order applications as specified under section 2.26.03 of this Code.

2.26.02. Membership

- A. The membership shall include an appropriate individual from the following agencies, and the director or director's designee from the following city departments, as applicable:
1. Community Development Department;
 2. Public Services Department;
 3. Parks and Recreation Department;
 4. Building Official or Building Official's designee;
 5. Destin Fire Control District; and
 6. Destin Water Users.
- B. The City Manager may appoint additional city staff representation to serve on the TRC as the City Manager may deem appropriate.

2.26.03. Functions, duties and responsibilities of TRC.

The TRC shall review the following applications for compliance with the provisions of this City Land Development Code, and all applicable building codes:

1. Major/Minor development order;
2. Major/Minor deviations to development orders;
3. Major subdivisions; and
4. Planned Unit Developments.

2.26.04 Conduct of TRC meetings.

- A. The TRC staff shall hold regular monthly meetings at the established time and place unless cancelled due to lack of items to be discussed or acted upon.
- B. The TRC agenda shall be distributed to the members and applicants at least seven working days prior to the regularly scheduled meeting.
- C. The meetings shall be open to the public and reasonable notice of the time, place and agenda shall be given and posted. Attendance of the applicant or agent is not required but is encouraged.
- D. On development applications to be reviewed by the TRC, the Community Development Director, or other person designated by the City Manager, shall be responsible for the following:
1. Agenda preparation and distribution;
 2. Chairing the meeting;
 3. Recording the minutes;
 4. Notification to applicants of the regularly scheduled date, time and place for consideration of the application;
 5. Written notification to applicants of the outcome of the TRC review.

ARTICLE 3- DEFINITIONS.

3.00.01 – Definitions.

For the purpose of this Code, the following terms, phrases, words and their derivations shall have the meaning contained herein, except where the context clearly requires otherwise.

Yard: A required open space, established in conjunction with the required setback, unoccupied and unobstructed by any accessory or principal structure or portion of any accessory or principal structure ~~that is from 30 inches above grade~~; provided, however, that fences, walls (see definition), poles (flag poles), posts, customary yard accessories, arbors (see definition) and furniture may be permitted in any yard subject to specified height limitations as provided herein. Accessory residential HVAC and pool equipment, with the equipment base or foundation installed on-grade may be permitted in the required yard.

ARTICLE 5 – GENERAL PROVISIONS.

5.00.00. - Title.

This document is the land development code for the City of Destin and may be referred to also as the "code" or "LDC." It follows in structure and format the current Destin Comprehensive Plan, ~~2000~~.

5.01.00. - Authority.

The code (LDC) is developed pursuant to F.S. § 163.3202, the current Destin Comprehensive Plan, ~~2000~~, the city Charter and the general powers provided local government in F.S. ch. 166.

5.03.00. - Guide for users.

5.03.01. *Unified land development regulations.* This Code was enacted to provide a consolidated reference source for land development regulations of the City of Destin. It replaces and updates certain ordinances that are outdated or redundant. In other cases, it supplements ordinances previously enacted pertaining to land development. Where no regulatory instruction mandated by the Comprehensive Planning Act of 1985 has been previously addressed or codified by city ordinance, this Code provides the requirements in accordance with the current Comprehensive Plan, ~~2000~~. In all cases, therefore, where there may be a conflict between this Code and existing ordinances, the LDC (this Code) shall take precedence. In summary, the code establishes a single set of site design criteria and provides procedures for the expeditious processing of development projects and permit applications.

5.03.02. *Checklists for preparation and review of development proposals.*

X. *Boards and agencies.* If a decision is made by a developer to proceed with development after the required checklist forms are completed, procedures for development review established by the city must be followed. Persons, departments, boards, teams and agencies involved in that review are as follows:

1. The Community Development Director, or designee, serves as the developer's initial point of contact with the City.
2. The Technical Review Committee (TRC) Team is composed of, but not limited to City staff, representative(s) of Public Services, Parks, Building, Destin water and sewer, solid waste, telecommunications, gas, electric, cable purveyors, and representative(s) from the Destin Fire Control District. ~~The term Technical Review Team does not confer any formal organizational status as the TRT does not meet as a group nor vote.~~ Each TRC TRT member is responsible for reporting the results of the member's review directly and individually to Community Development staff.
3. The Local Planning Agency (LPA) hears and make recommendations to the City Council regarding land use.
4. Requests for variances and special exceptions are considered by the Board of Adjustment.
5. ~~The Local Planning Agency (LPA)~~ is the agency responsible for the development, implementation, and interpretation of the comprehensive plan. Its recommendations to the City Council are advisory.

ARTICLE 6 – CONCURRENCY MANAGEMENT SYSTEM.

6.01.00. - General requirements.

D. Projects deemed to have a de ~~minimis~~ minimus impact pursuant to ~~Rule 9J-5.0055(3)(c) 6.a, Florida Administrative Code~~ the Comprehensive Plan shall not be subject to concurrency requirements.

ARTICLE 20 – BUILDING REGULATIONS.

20.05.01. *Foundation surveys for certain work.*

A Foundation survey requirement. For all building projects which require construction of a foundation of 100 square feet or more, a foundation survey shall be submitted to the City Building inspector Division prior to the dry-in inspection. Such foundation survey shall be prepared by or under the direct supervision of a registered land surveyor and certified by same. Any work undertaken prior to submission of the foundation survey shall be done at the builder's risk.

~~(B) Stop work order. The city building inspector shall have authority to immediately issue a stop work order for any project requiring a foundation survey, if the survey has not been submitted to him prior to the dry-in inspection. In addition, the building inspector shall immediately issue a stop work order if, upon examination of the foundation survey, it is determined that the foundation is located on the site in violation of city codes. When a stop work order is issued, no further construction shall then commence until the violation is corrected.~~

(B) As-built survey. For all building projects requiring a foundation survey, an as-built survey shall also be submitted to the city Building inspector Division prior to the issuance of a certificate of occupancy. The as-built survey shall be prepared by or under the direct supervision of a registered land surveyor and certified by same. No certificate of occupancy shall be issued until the Building inspector Division has received and the Planning Division has examined the survey to determine there are no violations of city code requirements. If a violation is determined to exist, no certificate of occupancy shall be issued, no permanent electric power shall be connected and the structure shall not be occupied until the violation has been remedied.

20.08.00. - Contractors.

20.08.01. *Insurance.* All contractors shall furnish proof of compliance with the following:

- (1) The applicant has a public liability insurance policy for the ensuing year with an insurance company authorized to do business in the State of Florida with the following minimum liability limits: ~~\$300,000.00 bodily injury and \$50,000.00 property damage or \$300,000.00 combined single limit.~~

	<u>Liability</u>	<u>Property Damage</u>
<u>General Contractor</u>	<u>\$300,000</u>	<u>\$50,000</u>
<u>Building Contractor</u>	<u>300,000</u>	<u>50,000</u>
<u>Residential Contractor</u>	<u>100,000</u>	<u>25,000</u>
<u>Sheet Metal Contractor</u>	<u>100,000</u>	<u>25,000</u>
<u>Air Conditioning Contractor</u>	<u>100,000</u>	<u>25,000</u>
<u>Roofing Contractor</u>	<u>100,000</u>	<u>25,000</u>
<u>Mechanical Contractor</u>	<u>100,000</u>	<u>25,000</u>
<u>Pool Contractor</u>	<u>100,000</u>	<u>25,000</u>
<u>Plumbing Contractor</u>	<u>100,000</u>	<u>25,000</u>
<u>Underground Utility and Excavation Contractor</u>	<u>100,000</u>	<u>25,000</u>
<u>Solar Contractor</u>	<u>100,000</u>	<u>25,000</u>
<u>Pollutant Storage System</u>	<u>100,000</u>	<u>25,000</u>
<u>Specialty Contractor</u>		
<u>Specialty Contractors,</u>	<u>100,000</u>	<u>25,000</u>
<u>Unless specified otherwise</u>		

- a. The policy shall contain a provision adding the City of Destin as an additional insured or a provision holding the City of Destin, its officers, agents, employees, assigns, mayor and councilmen, both individually and collectively harmless from any liability

caused by the negligence, carelessness, or wanton act of the contractor or his agents, employees or assigns. If the policy does not contain either provision, the contractor shall sign a hold harmless form provided by the City of Destin.

- b. The policy shall contain a provision or statement from the company that the policy will not be canceled without ten days' prior notice to the City of Destin ~~Inspection Department~~. If at any time the said liability policy becomes canceled or terminated, the certificate so issued shall become null and void.

SECTION 3. INCORPORATION INTO LAND DEVELOP CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 4. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 5. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 6. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Ordinance

TO: City Council

THRU: Carisse LeJeune, City Manager
Kimberly Kopp, Land Use Attorney

FROM: Jennifer Bryla

DATE: June 18th, 2018.

SUBJECT: Second Reading of Ordinance 18-10-CC, an Ordinance of the City of Destin amending Article VI - Registration of Short-term rentals.

I. BACKGROUND:

1. On October 2, 2017 at a regular meeting of the Destin City Council, the Council approved the formation of a Stakeholder Task Force to discuss the issues of Short-term rental vacation homes in established single family residential neighborhoods. The Task Force was to be made up of seven (7) members, one appointed by each of the voting Council members.

The Task Force met for the first time on November 29th, 2017 and continued to meet weekly to discuss issues regarding the impacts of Short Term Rental (STR) on their neighborhoods and businesses. The Task Force was facilitated by the City Manager, and many engaged citizens attended from week to week. The Manager communicated to the Task Force that the Council would like recommendations regarding STR by the spring of 2018.

On May 17, 2018, the Local Planning Agency found proposed Ordinance No. 18-10-CC consistent with Comprehensive Plan: 2020, and recommend the adoption of said Ordinance by City Council by a vote of 4-0 (Motion – Shelton; 2nd David).

On June 4, 2018, City Council voted 7-0 to approve Ordinance 18-10-CC on first reading and schedule it for second reading.

II. DISCUSSION: The City Council reviewed the Task Force recommendations provided by the City Manager at their regularly scheduled meeting of February 20, 2018 (Exhibit B). The motion was made at that meeting to accept those recommendations that had unanimous support of all the Task Force members, and direct staff to incorporate these into an Ordinance. The remaining items that did not have unanimous consensus would be discussed at a workshop with the City Council, which now is scheduled for June 11, 2018. Those items that had unanimous consensus, were items

#1 & #2, as listed on the “Short Term Rental Stakeholder Task Force Recommendation’s” dated February 13, 2018. Item #1 and #2 dealt with trash accumulation on the site. The other items that had unanimous consensus were #10,11,12,13,14, these are recommendations regarding registration and responsible party. The recommendation from the Task Force regarding registration penalties included the possibility to eliminate the opportunity to rent the property if registration was not received within the 90-day window. After further discussion with Staff, it is recommended that a better approach may be to issue a notice of violation with a \$200-day fine recommendation.

A. Link to Strategic Goals / Objectives: Enhanced Quality of Life.

B. Effect on Budget (EOB): There is not any anticipated effect on the budget.

C. Level of Service (LOS): Developing a partnership between short term rental homeowners and long term residential occupants will create and enhanced quality of life for both parties with clear expectations and provide Code Enforcement with the tools required to enforce and protect existing neighborhoods.

COMPREHENSIVE PLAN CONSISTENCY: Proposed Ordinance No. 18-10-CC is consistent with:

- Policy 1-1.2.1: Protect Residential Areas.
- Policy 1-2.1.1: Residential Uses Defined

CITY COUNCIL ACTION ON 1ST READING: On June 4, 2018 the City Council heard proposed Ordinance 18-10-CC on 1st Reading. There was a motion to approve proposed Ordinance 18-10-CC on first reading and direct Staff to schedule it for second reading for final adoption. The Motion passed 7-0.

III. CONCLUSION:

The proposed modifications to Article VI – Registration of Short-Term Rentals shows once again that the City Council has taken the first step in finding a partnership between the City’s long time permanent residential citizens and our visitors that come to enjoy the beauty and many activities that Destin has to offer. Forging this partnership will develop an understanding between both parties so that both can exist together.

IV. RECOMMENDED MOTION:

“I move that the City Council approve proposed Ordinance 18-10-CC on 2nd Reading.”

Attachments:

1. 18-10 CC Short Term Rental Ord. Exhibit A
2. 6.4.18 Ord. 18-10-CC - Short Term Rental - Exhibit B

EXHIBIT: A

ORDINANCE 18-10-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO SHORT-TERM RENTAL REGISTRATIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF CODE OF ORDINANCES ARTICLE VI - REGISTRATION OF SHORT- TERM RENTALS; AMENDING SECTIONS 13-105 – 13-110, PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDIN G 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 .01 (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; and

WHEREAS, the City Council approved the Short-term Rental Task Force on October 2, 2017 in order to provide recommendations to the City Council on issues related to the presence of short-term vacation rentals in established residential neighborhoods; and

WHEREAS, the Short-term Rental Task Force met weekly from November 29, 2017 until February 13, 2018 and has formulated recommendations to provide to City Council; and

WHEREAS, the City Council of the City of Destin recognizes the work that the Short-term Rental Task force has completed and presented to the City Council on February 20th 2018 regarding additional requirements for Short-term rentals in residential neighborhoods; 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. - REGISTRATION OF SHORT-TERM RENTALS

* * *

Sec. 13-105. - Registration required.

It shall be unlawful for any person to allow another person to occupy any single family dwelling unit as a seasonal resident within the City of Destin, or offer such rental services within the City of Destin, unless the person has been registered with the City of Destin in accordance with the provisions of this article. Once registration is complete, the applicant will receive a City-issued annual sticker which must be displayed in a conspicuous location at the front of the rental property.

Additionally, the applicant shall post a sign on the property in accordance with section 13-114 of this Code within seven (7) days following the completion of the registration process.

* * *

Sec. 13-107. - Application for registration.

Applications for registration shall include:

- (1) Address, lot, block and subdivision name of single-family dwelling unit offered for rental;
- (2) Name, address, and phone number of owner of said single-family dwelling unit;
- (3) Email of owner of said single-family dwelling unit;
- (4) Name, address and emergency contact phone number of a Responsible Party who resides within 30 miles of said single-family dwelling unit. The contact number shall be a twenty-four-hour, seven (7) days a week contact number;
- (5) Emergency contact phone number for a Responsible Party shall be answered twenty-four (24) hours a day, seven (7) days a week, and the Responsible party shall have with authority to address and correct violations associated with the single-family dwelling unit including but not limited to authority to evict tenant(s);
- (6) Acknowledgement signed by the Owner or Agent of the Owner, understanding and agreeing to the initial and on-going compliance with the City of Destin's short-term rental regulations and standards contained herein and all other applicable local, state, and federal laws, regulations, and standards to include, but not limited to F.S. Ch. 509, and Rules, Chapter 61C and 69A, of the Florida Administrative Code.
- (7) Valid and current City of Destin Business Tax Receipt.
- (8) Valid and current Florida Department of Revenue Annual Resale Certificate under F.S. Ch. 212, and a valid current Department of Business and Professional Regulation Vacation Rental Dwelling License under F.S. Ch. 509.
- (9) Signage must be displayed in accordance with City of Destin Code of Ordinances Chapter 13, Article 6, Section 13-114, ~~prior to approval.~~
- (10) Application Fee is required at the time of application and is non-refundable. Applications submitted without an Application Fee will be deemed incomplete.
- (11) Applications deemed incomplete will be rejected/returned to the owner/applicant and are

subject to a Reapplication Fee and Late Fees.
(12) Applications in a paper format may be subject to an additional Administrative Fee.

Sec. 13-108. Responsible Party required.

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 his 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 his 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 seasonal residents prior to occupancy of the single family dwelling unit of applicable City of Destin ordinances concerning noise, vehicle parking, garbage and common area usage:
- (2) Maintain all properties under their control in compliance with the occupancy limits, as specified in the City of Destin Code of Ordinances:
- (3) 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:
- (4) Post a sign outside the residence that clearly identifies the management company responsible for the property and the phone number of the Responsible Party that is located within 30 miles of the residence, in accordance with sections 107 and 114 of this Code. The name and address of the Responsible Party shall be listed on the annual registration form. The Responsible Party shall immediately notify the City if the Responsible Party changes during the year. The Responsible Party shall be available with authority to address and correct violations with the rental of the single family dwelling unit twenty-four hours a day, seven days a week. No guest may stay in the residence until the sign is erected with the necessary information.
- (5) Be familiar with the City's short term rental regulations and provide acknowledgement that the applicant will comply with the City's regulations for short-term rentals at the time of registration.
- (6) Be situated close enough to the single family dwelling unit to be able to and have the capacity to service emergency calls within one (1) hour of notification, including but not limited to evicting tenants.
- (7) Maintain the entire property of the single-family dwelling unit free of garbage and litter. Provide however, that this section shall not prohibit the storage of garbage and litter in authorized private receptacles for collection.

Sec. 13-109. General regulations/standards.

* * *

- (4) No garbage container shall be located at the curb for pickup before 12:00 p.m. of the day

prior to pick up, and garbage container shall be removed before midnight of the day of pickup. Additionally, by 5:00 p.m. the day after the last day of the contracted short-term rental period, all garbage shall be removed. The owner shall be required to obtain ~~additional garbage containers~~ one (1) trash can for the first 3 bedrooms; and one (1) can per 2 bedrooms thereafter, and to acquire special valet garbage service from the city's solid waste removal provider in order to ensure all garbage is properly contained and removed. The owner, in lieu of acquiring valet garbage service from the city's solid waste removal provided, may utilize a third party valet garbage service removal provider, but such private service shall not excuse continuing to accept and pay for regular services of the city solid waste service provider.

* * *

Sec. 13-110. 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 unit 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 enforcement proceedings.

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

(Signatures continued on next page)

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 _____, 2018.

By: Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only:

Kimberly Romano Kopp, Land Use Attorney

CITY OF DESTIN

SHORT-TERM RENTAL TASK FORCE FINAL REPORT AND RECOMMENDATIONS

INTRODUCTION

The Destin City Council understands and appreciates the economic benefits that short-term vacation rentals bring to the city and desires to encourage those that are safe, fit in with the character of the neighborhood, provide positive impacts for tourism, increase property values, and achieves greater neighborhood compatibility. It is important to balance respect for private property rights and incompatibility concerns between the investors and owners of short-term vacation rentals, and the families living in permanent single and multi-family residences in established residential neighborhoods. As local government, we believe that through the use of reasonable development and community standards, we can affect that balance.

BACKGROUND

At the regular meeting of the Destin City Council on September 6, 2017, the Council passed Resolution No. 17-37 supporting home rule and supporting relief from the statutory preemption related to short-term rentals. The intent of the proposed resolution was not to prohibit short-term rentals and vacation rentals in the City of Destin, but to give the City the right to establish its own ordinances to regulate them. The presence of short-term vacation rentals in established residential neighborhoods can create negative compatibility impacts, among which include, but are not limited to, excessive noise, on-street parking, accumulation of trash, and diminished public safety; and some short-term vacation rental owners advertise their single and multi-family residential properties as destinations for events such as weddings, reunions, and other celebrations that attract large crowds in residential neighborhoods creating noise, traffic, and parking problems.

The Destin City Council has taken the initiative to bring everyone to table, including investors and private owners of short-term rentals, management companies and residents to identify those reasonable development and community standards that everyone can live with.

On October 2, 2017 at their regular meeting, the Destin City Council approved a Stakeholder Taskforce, facilitated by the City Manager, to be made up of seven (7) members appointed by each voting Council member — a minimum of four (4) resident members and a maximum of three (3) non-resident members— and with a sunset provision of twelve (12) months. The taskforce has been meeting weekly since November 29, 2017 and is bringing forward recommendations to the City Council at their February 20, 2018, regular meeting.

IDENTIFIED NEGATIVE IMPACTS

During their first two (2) meetings, the taskforce members discussed and identified the negative impacts in single family residential neighborhoods resulting from the presence of short-term vacation rental properties:

- Trash
 - Trash cans are left on the street after scheduled pick-up times.
 - Trash cans are put out too early before scheduled pick-up times.
 - Overflowing trash cans and bags are left on the street or are visible from the street.
- Parking
 - More cars are parked on the property than allowable.
 - Cars are parked in the right-of-ways, in the street and across sidewalks.
 - Parking requirements for development orders/construction permits may not be adequate in relation to number of bedrooms.
- Noise
 - Loud parties, some going all day and late into the night.
 - Loud music and live bands.
 - After hours loud noise from backyards and balconies.
- Wedding/Commercial Venues
 - No commercial activity is allowed in single-family residential neighborhoods, but many short term vacation rental properties are being advertised and rented for events.
 - Some properties are being utilized strictly as large event venues.
 - Some events are so large that they create overflowing parking, and have valet service, hired security, catering and furniture/tent delivery and set-up.
- Registration
 - Most rental “check-ins” are done remotely with no visual confirmation for the number of occupants and cars.
 - The majority of the rental properties have absentee owners and some properties are not being properly managed.
 - Requirements for city registration of short-term rental properties may not be adequate.
- Occupancy
 - Having no occupancy limits for short-term vacation rentals encourages more rental guests to occupy the property to lower the individual renter costs.
 - To accommodate more rental guests, some properties have been modified without permits creating FL Building Code and Safety Standards violations (i.e.; adding bunkrooms and converting closets to sleeping areas).
 - Additional rental guests compound noise, parking and trash problems.
- Renter Behavior
 - Some rental guests have been disrespectful of neighbors, using rude/foul language, indecent exposure, trespassing, and cluttering the property with trash, beer cans, recreational equipment, toys, etc.

Subsequently, the next ten (10) meetings were devoted to discussing, and gaining consensus for, recommended actions that would mitigate the above referenced negative impacts. The taskforce members shared and refined many innovative, highly feasible ideas, as well as looking at best practices and case law of local governments in the State of Florida.

RECOMMENDATIONS BY VOTE

The following are recommendations for the City Council's consideration. If given direction to implement any of the following, staff will bring back revisions to ordinances, processes, procedures and applications for Council's review and approval.

Trash

- 1.) Recommend that the ordinance is amended to reflect a fine of \$100, as opposed to \$50, for garbage can violations; and that a courtesy notice is issued for the initial infraction and then fines to be imposed for second and subsequent violations.
 - Yes: 6-0
- 2.) Recommend requiring 1 trash can for the first 3 bedrooms; and then 1 can per 2 bedrooms thereafter.
 - Yes: 6-0

Parking

- 3.) Recommend requiring signage at every STR property and posting number of parking spaces allowed by city development order and/or construction permit.
 - Yes: 4-2; (*Mr. Scali/Mr. Sprenkle dissenting*)
- 4.) Recommend that the City explores off-site paid parking convenient to south of Hwy 98 heavily tourist areas.
 - Tie: 3-3 (*Mr. Craul/Mr. Sprenkle/Mr. Scali approving; Mr. Shelton/Ms. Brown/Mr. Tadlock dissenting*)

Wedding/Commercial Venues

- 5.) STR's cannot be used as event houses for commercial activity in residential neighborhoods.
 - Yes: 4-1 (*Mr. Sprenkle dissenting*)
- 6.) Recommend that any new special event policy must apply equally to STR and SF residential houses in any residential neighborhood
 - Yes: 4-1 (*Mr. Woo dissenting*)
- 7.) Recommend that the City prohibit STR owners/management companies and agents from advertising commercial activities or commercial events on property that is prohibited by City Code of Ordinances/Land Development Code.
 - Yes: 5-1; *Sprenkle-No*

8.) Recommend that no commercial activities shall be allowed in residential neighborhood. Special events that are no more than 2 times per year; and those in excess of occupancy are not overnight guests, are allowed without a permit. Events that are more than 2 times, but not more than 3 times, the occupancy, and those that are in excess of occupancy are not overnight guests, are allowed with a permit. Any events that will have more than 3 times the occupancy limit are not allowed; however, for lots greater than 7500 square feet, a permit can be achieved for events larger than 3 times the occupancy based on one person per every 200 square feet of property.

○ Yes: 5-2 (Mr. Woo and Mr. Sprenkle dissenting)

9.) *Recommend to restrict weddings to no more than 2 weddings per calendar year in any residential home in Destin, and prohibit any advertising on any public website that advertises weddings in a residential home without a disclaimer that weddings are limited to 2 per year; and under no circumstances shall any wedding with over 100 persons in a residential house will be permitted.*

○ No: 3-4 (Mr. Sprenkle/Mr. Craul/Mr. Scali approving; Mr. Shelton/Mr. Tadlock/Mr. Woo/Mr. Brown dissenting)

Registration

10.) Recommend to impose stiffer penalties for non-registration for short-term rentals (R):

- \$100 penalty for failure to register 30 days after issuance of notice to register.

- \$500 penalty for failure to register 60 days after issuance of notice to register.

- Lose the ability to register for 12 months for failure to register within 90 days after issuance of notice to register.

○ Yes: 5-0

11.) Recommend amending current code section 13-108(4) to require responsible party for STR have phone number listed on the sign; have an address identifying mgmt. office or primary residence within 50 miles of STR, and name and address of responsible party be provided on registration form.

○ Yes: 5-0

12.) Recommend amending ordinance to include:

- Responsible party is identified during the registration process.

- Responsible party live within 30 miles of the property.

- Responsible party acknowledges their familiarity with the STR ordinance and sign off on it during registration.

- Responsible party acknowledges they have authority to ensure STR ordinances are enforced on behalf of the property and can mitigate any problems on site, up to and including eviction.

○ Yes: 7-0

13.) Recommend requiring annual registration sticker be issued by City at time of registration and that sticker is visible in front of the house. Registration sticker be color coded and use a different color sticker each year.

○ Yes: 7-0

- 14.) Recommend allowing seven (7) days after the STR registration to put up required sign, provided no guest can stay in STR until sign is up.
- o Yes: 7-0
- 15.) Recommend that STR registration and renewal requires exterior site sketch and interior building sketch by floor; require annual inspections to include compliance with Florida Building code and life safety requirements, original development order and schematic sketches; and that inspections are the responsibility of property owner and are to be signed and sealed by a licensed, registered Building Inspector.
- o Yes: 5-1 (Mr. Scali dissenting; Mr. Sprenkle was absent during voting but dissents)

Occupancy

- 16.) Recommend 2 persons per bedroom + 2 additional persons only.
- o Yes: 5-1; (Mr. Scali dissenting; Mr. Sprenkle was absent during voting but dissents)
- 17.) Recommend regulating for reasonable verification by responsible party, within 36 hours of rental guests arrival, to confirm compliance with occupancy.
- o Yes: 6-0 (Mr. Sprenkle not present during voting but dissents)
- 18.) Recommend that the number of allowable occupants be posted on signage in front of the rental property.
- o Yes: 5-1 (Mr. Scali dissenting; Mr. Sprenkle was absent during voting but dissents).

ADDITIONAL SUGGESTIONS

In addition to the recommendations that were voted upon by the Task Force, there were several suggestions that were discussed in length but were not brought forward as recommended motions for vote. Also, there are internal procedures and ordinances that already exist that were identified as mitigation strategies for some of the negative impacts.

During the discussion regarding trash, staff reached out to our solid waste service provider for assistance. Waste Management can offer a third (3rd) pick-up day for short term rental companies, at an additional charge under a separate agreement directly with the rental company. As part of that individual agreement, valet service is also offered at an additional charge that will provide the pick-up and replacement of trash can(s) from the side of house. There were also suggestions for the pick-up schedules to be clearly posted inside of the rental properties and that the rental guests would be held accountable, as well as providing text notifications to rental guests from the management companies reminding them of trash pick-up days and times.

All City Code Enforcement Officers for the City of Destin are now fully trained and certified to issue parking tickets to illegally parked cars, and will be patrolling short-term vacation rental neighborhoods on a regular schedule during season to enforce parking rules. Staff will also be reviewing parking requirements for short-term vacation rental properties for development orders and construction permits to see if any improvements can be made. There were suggestions made that short-term rental owners and management companies should advertise how many parking spaces are actually available at each property and hold the rental guest responsible for non-compliance. Additionally, short-term rental

owners and management companies should be required to inform guests that over-parking is not allowed and let them know what other transportation alternatives are available.

It was agreed by all the task force members that new noise ordinance for “plainly audible” enforced by the OCSO should adequately address the noise issues. OCSO can shut down “nuisance” parties with an affidavit from the complainant, and any proposed special event permitting process for Single Family Residential neighborhoods will treat both owner occupied and short-term rental properties equally.

Presently, commercial activity in single family residential neighborhoods is prohibited by the Land Development Code. Code Enforcement Officers are documenting large events for frequency and intensity to take to the Special Magistrate for a determination of commercial activity. It was suggested that city staff send letters to all the short-term rental owners informing them that commercial events are prohibited and the Code will be enforced.

As part of the short-term rental registration process, it was suggested that a sliding scale for registration fees, dependent on the size of the property be implemented. Also, it was suggested that a designated call-in number be advertised to the community at large to report offenses by short-term rental properties to City Code Enforcement.

In addition to the recommendation that occupancy limits be clearly posted on signage in front of the rental property, it was also suggested that occupancy limits be written into rental agreements and posted in all advertising, and that advertising above the occupancy limit will be considered a violation.

Although rental guest behavior was identified as a negative impact, there were no recommendations made by Task Force members. It was discussed that indecent exposure and trespassing are law enforcement issues and the OCSO should be notified immediately of this type of aberrant behavior. There was a suggestion made that an acceptable “code of conduct” is established and posted on the premises of all short-term rental properties.

The appointed members of the Short-Term Rental Task Force were committed, diligent, informed and cooperative. Although there were disagreements and challenges along the way, the final work product that is being provided to Council for consideration has been well thought out, fully discussed and properly voted upon by the task force membership.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Action Item

TO:

THRU:

FROM:

DATE:

SUBJECT: Reimbursement to Councilmember Skip Overdier for expenses incurred while traveling to Jupiter, Florida to attend the Institute for Elected Municipal Officials (IEMO) Training from June 7 - 11, 2018

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Check Request - Overdier - Jupiter, Florida - June 7-11, 2018
2. Travel Expense Log - Overdier - June 7-11 - Jupiter, Florida

CITY OF DESTIN, FLORIDA

REQUEST FOR CHECK

DATE: June 12, 2018

TO: Accounting Clerk/April Nickens

THROUGH: City Manager/Carisse LeJeune
(Required if exceeds \$350.00)

THROUGH: Finance Director/Bragg Farmer

FROM: City Clerk/Rey Bailey

DEPARTMENT: City Clerk

BRIEF EXPLANATION: Reimbursement to Councilmember Skip Overdier for expenses incurred at Jupiter, Florida while attending the Florida League of Cities Institute for Elected Municipal Official (IEMO) Training, from June 7-11, 2018

DATE REQUIRED: **NEXT SCHEDULED CHECK RUN** X
(Check One)

MANUAL CHECK REQUIRED _____

VENDOR NAME: Skip Overdier

VENDOR ADDRESS: 705 Gulf Shore
Destin, FL 32541

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

AMOUNT OF CHECK: \$1,186.54

CHARGE TO ACCOUNT: 0151110.540000

P.O. NUMBER: _____
(If Applicable)

MAIL CHECK WITH NORMAL CHECK RUN _____

RETURN CHECK TO DEPT FOR DISTRIBUTION X

CITY OF DESTIN
TRAVEL EXPENSE LOG

Name: Skip Overdier

Travel Dates: June 7 - 11, 2018

Date:		Thursday 7-Jun-18	Friday 8-Jun-18	Saturday 9-Jun-18	Sunday 10-Jun-18	Monday 11-Jun-18	Total
Meals:							
Partial Per Diem:							\$ -
Daily Per Diem:		\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 295.00
Total Meals		\$ -	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 295.00
Transportation:							
Airfare:							
Car Rental:		\$ 31.50	\$ 31.50	\$ 31.50	\$ 31.50	\$ 31.50	\$ 157.50
Fuel Expenses		\$ 27.18				\$ 28.17	\$ 55.35
Taxi:							
Personal Miles:	\$ 0.560						#
Total Transportation		\$ -	\$ 58.68	\$ 31.50	\$ 31.50	\$ 59.67	\$ 212.85
Lodging:							
Hotel Charges:		\$ 160.51	\$ 160.51	\$ 160.51	\$ 160.51		\$ 642.04
	\$ -	\$ -	\$ 160.51	\$ 160.51	\$ 160.51	\$ 160.51	\$ 642.04
Misc. Expenses:							
Parking:							
Tolls:		\$ 16.90				\$ 19.75	\$ 36.65
WIFI:							\$ -
Other: Explain: Conf. Reg.		\$ 300.00					\$ 300.00
Other: Explain:							\$ -
Total Misc. Expenses		\$ -	\$ 316.90		\$ -	\$ 19.75	\$ 336.65
Grand Total		\$ -	\$ 595.09	\$ 251.01	\$ 251.01	\$ 138.42	\$ 1,486.54

City of Destin
Travel Expense Claim

Name: Skip Overdier

Department: Councilmember

Travel: Place/Purpose LEMO Training - Jupiter Florida

Date: 6/18/2018

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

Meals/Per Diem: \$ 295.00

Airfare: \$ -

Car Rental: \$ 157.50

Fuel Expenses \$ 55.35

Taxi: \$ -

Personal Miles: \$ - POV

Lodging: \$ 642.04

Parking:

Tolls: \$ 36.65

WIFI: \$ -

Other: Itemize \$ 300.00 Conference Registration

Other: Itemize \$ -

\$ -

\$ -

Total Reimbursable Expenses: \$ 1,486.54

Less: Advances Paid \$ -

Less: Purchasing Card Charges \$ 300.00

Balance Due Traveler \$ 1,186.54

Reimburse City for fuel cost

Net Due Traveler \$ 1,186.54

Finance Director: Bragg Farmer

Account #: 151110.54

City Manager: Carisse LeJeune

Date: 6/18/2018

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Carisse LeJeune, City Manager
David Campbell, Public Services Director**FROM:** Steve Schmidt**DATE:** June 5, 2018**SUBJECT:** Contract Extension with CrowderGulf

I. BACKGROUND: The Public Services Department has limited emergency response capability and is not equipped to perform major recovery projects. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. Crowder-Gulf has satisfactorily provided these services under the current disaster recovery services projects continuing services contract which was executed June 12, 2013 (see Attachment "1"). Number 8 of the notes for the Bid Proposal fee schedule provides that the listed prices be adjusted annually for inflation based on the percentage change in the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics. Until now, they have not requested such adjustment despite the fact the CPI increased 5.16% between April, 2013 and April, 2017. They are requesting an adjustment for the period from April, 2017 to April, 2018 in the amount of 2.5%, which is an accurate CPI index according to the Bureau of Labor Statistics CPI publication. A copy of the revised fee schedule is included as Attachment "2."

II. DISCUSSION: The signing of this contract by the City in no way guarantees the City will, nor obligates the City to expend funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. The extension agreement is included as Attachment "3."

A. Link to Strategic Goals / Objectives: Link to Strategic Goals/Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): Effect on Budget (EOB): \$0 has been requested in the FY17 budget for emergency response – funding will be provided in the event of a disaster.

C. Level of Service (LOS): Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the annual contract extension for the miscellaneous debris recovery services provider. It is staff's intent to distribute a new RFP for these services in January, 2019.

IV. RECOMMENDED MOTION: I move that the contract extension for disaster recovery continuing services contractor be extended for one year from June 4, 2018 to June 4, 2019 for Crowder-Gulf with the revised fee schedule attachment and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. Disaster Recovery Contract
2. Revised Fee Schedule
3. Contract Extension Agreement

CITY OF DESTIN, FLORIDA

CONTRACT

DISASTER RECOVERY CONTRACT

On June 3, 2013, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of CrowderGulf Joint Venture, Inc., herein referred to as the **Contractor**, to provide disaster recovery services for the City. The Contractor's Cost Schedule for the terms of their engagement are included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE DISASTER RECOVERY CONTRACT:

1. **Entire Contract:**

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. **Intent of Contract:**

This Contract is for supplying the City with disaster recovery services associated with the submitted Bid package. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. **Term of Contract and Time Extensions:**

This contract will be in effect from June 4, 2013 through June 4, 2014 and is for supplying the City with disaster recovery services.

4. **Time for Performance:**

The Contractor agrees to provide disaster recovery services as required for the satisfactory approval and acceptance by the City.

5. **Compensation:**

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

6. **Changes in the Work:**

The City shall have the right at any time during the progress of the Work to increase or decrease the Work.

Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor 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 of any nature, 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 exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency

situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *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.*

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not

terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract 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 contract shall be in Okaloosa County Florida and no where else. The Contractor shall indemnify and save harmless the City against all liens and claims of mechanics and materialman furnishing labor and materials in the performance of this contract.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract 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 section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waiver the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract 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 provision of this contract.

15.5 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.6 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:

As to the City:

Maryann Ustick
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 12 day of JUNE, 2013.

CITY OF DESTIN

By: 
Maryann Ustick
City Manager

ATTEST



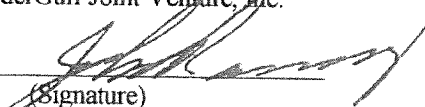
Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:


Jerome Miller
City Attorney

CrowderGulf Joint Venture, Inc.

By: 
(Signature)


Witness

JOHN RAMSAY
(Printed Name)


Witness

Its: PRESIDENT
(Title)

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (BID) NO. 13-12-PS
DISASTER RECOVERY SERVICES**

Company: CrowderGulf Joint Venture, Inc.
Address: 5435 Business Parkway
City & State: Theodore, AL Zip Code: 36582
Telephone: (800) 992-6207 Fax: (251) 459-7433
Number of Years in Business: 18 Years

The following is a listing of services and/or tasks to be provided by the CONTRACTOR to the CITY upon receipt by CONTRACTOR of a Notice to Proceed:

SCOPE OF SERVICES ONE - DEBRIS REMOVAL

The City of Destin is requesting bids from experienced firms to enter into a pre-event contract at no immediate cost to the City for the following services. Contractors shall provide clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the City in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance to City officials. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. This shall be a one (1) year contract utilized on an "as needed" basis with the option to renew for an additional four (4) year period upon the mutual consent of both parties.

The work to be undertaken includes, but is not limited to:

- a. Emergency Road Clearance: Removal of debris from the primary transportation routes as directed by the City.
- b. Debris Removal from Public Property: Removal of debris from public rights of way. Removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
- c. Debris Removal from Private Property: Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed

VII

CrowderGulf 2013 Pricing for the City of Destin, FL
ATTACHMENT I - FEE SCHEDULE

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	NA	NA
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites (NOTE 1 & 6)	\$ 7.00	CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 6)	\$ 7.50	CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$ 8.00	CY
5	Vegetative and C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	\$ 3.80	CY
6	Management of DMS/TDSRS (NOTE 4)	\$ 1.00	CY
7	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or	\$ 2.70	CY
8	Grinding or consolidation of C&D debris at DMS/TDSRS	\$ 2.70	CY
9	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal	\$ 1.25	CY
10	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal	\$ 2.00	CY
11	Pick Up and Haul of White Goods to Site within City	\$ 30.00	UNIT
12	Pick Up and Disposal of Hazardous Material	\$ 7.00	LB
13	Sand Collection and Screening	\$ 8.00	CY
14	Sand Removal and Relocation	\$ 5.00	CY
15	Freon Management and Recycling	\$ 30.00	UNIT
16	Dead Animal Collection, Transportation and Disposal	\$ 0.50	LB
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site - (NOTE 6)			
15	6 inch diameter to 11.99 inch diameter	See conversion chart	
16	12 inch diameter to 23.99 inch diameter	See conversion chart	
17	24 inch diameter to 47.99 inch diameter	\$ 200.00	STUMP
18	48 inch diameter and greater	\$ 275.00	STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 - 9			
19	Removal of hazardous hanging limbs greater than 2 inches	\$ 70.00	PER TREE
20	Removal of hazardous standing trees 6" - 12" in diameter	\$ 30.00	EACH
21	Removal of hazardous standing trees 13" - 24" in diameter	\$ 100.00	EACH
22	Removal of hazardous standing trees 25" - 36" in diameter	\$ 140.00	EACH
23	Removal of hazardous standing trees 37" - 48" in diameter	\$ 200.00	EACH
24	Removal of hazardous standing trees greater than 48" in diameter	\$ 250.00	EACH

Marine Debris Removal			
25	Canals, bayous and ditches	\$ 8.00	PER LF
26	Bays and other open waters	\$ 110.00	PER ACRE
27	Boat removal	\$ 20.00	PER LF

The following items shall be billed on a time and material basis according to the attached schedules:			
28	Emergency Road Clearance	See Equipment & Labor Rates	
29	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$ 1.75	SQ/FT
30	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement		N/A
31	Generators, light plants, water pumps, portable toilets and other required equipment or materials	20 %	COST PLUS

NOTES:

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$ 0.09 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS/TDSRS. For all distances over 30 miles add \$ 0.09 per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2-7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

ATTACHMENT II - FEE SCHEDULE

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$ 100.00
JD 644 Wheel Loader with debris grapple	Hour	\$ 110.00
Extendaboom Forklift with debris grapple	Hour	\$ 65.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 60.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 50.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 60.00
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 45.00
2-2 ½ Cu. Yd. Articulated Loader with bucket	Hour	\$ 90.00
3-4 Cu. Yd. Articulated Loader with bucket	Hour	\$ 100.00
JD 648E Log Skidder or equivalent	Hour	\$ 75.00
CAT D4 Dozer	Hour	\$ 60.00
CAT D6 Dozer	Hour	\$ 90.00
CAT D8 Dozer	Hour	\$ 125.00
CAT 125 - 140 HP Motor Grader	Hour	\$ 90.00
JD 690 Trackhoe with debris grapple	Hour	\$ 100.00
JD 690 Trackhoe with bucket & thumb	Hour	\$ 100.00
Rubber Tired Trackhoe with debris grapple	Hour	\$ 105.00
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 60.00
Rubber Tired Excavator with debris grapple	Hour	\$ 105.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$ 90.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$ 150.00
Hand Fed Debris Chipper	Hour	\$ 35.00
300 - 400 Tub Grinder	Hour	\$ 350.00
800 - 1,000 HP Diamond Z Tub Grinder	Hour	\$ 500.00
30 Ton Crane	Hour	\$ 150.00
50 Tone Crane	Hour	\$ 170.00
100 Ton Crane (8 hour minimum)	Hour	\$ 250.00
40-60' Bucket Truck	Hour	\$ 90.00
Service Truck	Hour	\$ 50.00
Water Truck	Hour	\$ 60.00
Portable Light Plant	Hour	\$ 14.00
Equipment Transports	Hour	\$ 90.00
Pickup Truck, Unmanned	Hour	\$ 14.00
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$ 125.00
Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	\$ 45.00
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$ 60.00
Trailer Dump, 24 - 40 Cu. Yd.	Hour	\$ 70.00

Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$ 100.00
Power Screen	Hour	\$ 160.00
Stacking Conveyor	Hour	\$ 35.00
Off Road Trucks	Hour	\$ 70.00

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 60.00
Superintendent with truck, phone & radio	Hour	\$ 54.00
Foreman with truck, phone & radio	Hour	\$ 45.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 50.00
Inspector with vehicle, phone & radio	Hour	\$ 32.00
Climber with gear	Hour	\$ 90.00
Saw Hand with chainsaw	Hour	\$ 32.00
Laborers & Flagmen	Hour	\$ 28.00
Public Assistance Manager	Hour	\$130.00
Documentation Clerk	Hour	\$ 50.00
Timekeeper	Hour	\$ 35.00
HazMat Professional	Hour	\$ 180.00
Household HazMat Inspection & Removal Crew	Hour	\$ 110.00
Generators from 10 KW to 300 KW	Cost + 20 %	
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$ 20.00

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

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.

EXHIBIT A

Stump Conversion Table Diameter to Volume Capacity

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3

25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

Signature and Certification:

Name and Title of Authorized Representative: John Ramsay, President

Signature:  (Print or Type)

Date of Bid: 04/18/13

Note: See BID 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 or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

VII. ATTACHMENT I - FEE SCHEDULE**DEBRIS REMOVAL, PROCESSING AND DISPOSAL**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	NA	NA
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites (NOTE 1 & 6)	\$ 7.18	CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 6)	\$ 7.69	CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$ 8.20	CY
5	Vegetative and C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	\$ 3.90	CY
6	Management of DMS/TDSRS (NOTE 4)	\$ 1.03	CY
7	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or	\$ 2.77	CY
8	Grinding or consolidation of C&D debris at DMS/TDSRS	\$ 2.77	CY
9	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal	\$ 1.28	CY
10	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal	\$ 2.05	CY
11	Pick Up and Haul of White Goods to Site within City	\$ 30.75	UNIT
12	Pick Up and Disposal of Hazardous Material	\$ 7.18	LB
13	Sand Collection and Screening	\$ 8.20	CY
14	Sand Removal and Relocation	\$ 5.13	CY
15	Freon Management and Recycling	\$ 30.75	UNIT
16	Dead Animal Collection, Transportation and Disposal	\$ 0.51	LB
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
15	6 inch diameter to 11.99 inch diameter	See conversion chart	
16	12 inch diameter to 23.99 inch diameter	See conversion chart	
17	24 inch diameter to 47.99 inch diameter	\$ 205.00	STUMP
18	48 inch diameter and greater	\$ 281.88	STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
19	Removal of hazardous hanging limbs greater than 2 inches	\$ 71.75	PER TREE
20	Removal of hazardous standing trees 6" – 12" in diameter	\$ 30.75	EACH
21	Removal of hazardous standing trees 13" – 24" in diameter	\$ 102.50	EACH
22	Removal of hazardous standing trees 25" – 36" in diameter	\$ 143.50	EACH
23	Removal of hazardous standing trees 37" – 48" in diameter	\$ 205.00	EACH
24	Removal of hazardous standing trees greater than 48" in diameter	\$ 256.25	EACH

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25	Canals, bayous and ditches	\$ 8.20	PER LF
26	Bays and other open waters	\$ 112.75	PER ACRE
27	Boat removal	\$ 20.50	PER LF

The following items shall be billed on a time and material basis according to the attached schedules:			
28	Emergency Road Clearance	See Equipment & Labor Rates	
29	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$ 1.79	SQ/FT
30	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement		N/A
31	Generators, light plants, water pumps, portable toilets and other required equipment or materials	20 %	COST PLUS

NOTES:

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$ 0.09 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS/TDSRS. For all distances over 30 miles add \$ 0.09 per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2-7.
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The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards	Stump Diameter (inches)	Cubic Yards
6	0.3	47	15.8
7	0.4	48	16.5
8	0.5	49	17.2
9	0.6	50	17.9
10	0.7	51	18.6
11	0.9	52	19.4
12	1	53	20.1
13	1.2	54	20.9
14	1.4	55	21.7
15	1.6	56	22.5
16	1.8	57	23.3
17	2.1	58	24.1
18	2.3	59	24.9
19	2.6	60	25.8
20	2.9	61	26.7
21	3.2	62	27.6
22	3.5	63	28.4
23	3.8	64	29.4
24	4.1	65	30.3

25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

ATTACHMENT II - FEE SCHEDULE

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$ 102.50
JD 644 Wheel Loader with debris grapple	Hour	\$ 112.75
Extendaboom Forklift with debris grapple	Hour	\$ 66.63
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 61.50
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 51.25
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 61.50
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 46.13
2-2 ½ Cu. Yd. Articulated Loader with bucket	Hour	\$ 92.25
3-4 Cu. Yd. Articulated Loader with bucket	Hour	\$ 102.50
JD 648E Log Skidder or equivalent	Hour	\$ 76.88
CAT D4 Dozer	Hour	\$ 61.50
CAT D6 Dozer	Hour	\$ 92.25
CAT D8 Dozer	Hour	\$ 128.13
CAT 125 – 140 HP Motor Grader	Hour	\$92.25
JD 690 Trackhoe with debris grapple	Hour	\$ 102.50
JD 690 Trackhoe with bucket & thumb	Hour	\$ 102.50
Rubber Tired Trackhoe with debris grapple	Hour	\$ 107.63
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 61.50
Rubber Tired Excavator with debris grapple	Hour	\$ 107.63
210 Prentiss Knuckleboom with debris grapple	Hour	\$ 92.25
Self-Loader Scraper Cat 623 or equivalent	Hour	\$ 153.75
Hand Fed Debris Chipper	Hour	\$ 35.88
300 – 400 Tub Grinder	Hour	\$ 358.75
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$ 512.50
30 Ton Crane	Hour	\$ 153.75
50 Tone Crane	Hour	\$ 174.25
100 Ton Crane (8 hour minimum)	Hour	\$256.25
40-60' Bucket Truck	Hour	\$ 92.25
Service Truck	Hour	\$ 51.25
Water Truck	Hour	\$ 61.50
Portable Light Plant	Hour	\$ 14.35
Equipment Transports	Hour	\$92.25
Pickup Truck, Unmanned	Hour	\$ 14.35
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$ 128.13
Single Axle Dump Truck, 5 – 12 Cu. Yd.	Hour	\$ 46.13
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$61.50
Trailer Dump, 24 – 40 Cu. Yd.	Hour	\$71.75

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Trailer Dump Truck, 61 – 80 Cu. Yd.	Hour	\$ 102.50
Power Screen	Hour	\$ 164.00
Stacking Conveyor	Hour	\$ 35.88
Off Road Trucks	Hour	\$ 71.75

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 61.50
Superintendent with truck, phone & radio	Hour	\$ 55.35
Foreman with truck, phone & radio	Hour	\$ 46.13
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 51.25
Inspector with vehicle, phone & radio	Hour	\$ 32.80
Climber with gear	Hour	\$92.25
Saw Hand with chainsaw	Hour	\$32.80
Laborers & Flagmen	Hour	\$ 28.70
Public Assistance Manager	Hour	\$133.25
Documentation Clerk	Hour	\$ 51.25
Timekeeper	Hour	\$ 35.88
HazMat Professional	Hour	\$ 184.50
Household HazMat Inspection & Removal Crew	Hour	\$ 112.75
Generators from 10 KW to 300 KW	Cost + 20 %	
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$ 20.50

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

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.

CONTRACT EXTENSION AGREEMENT

This agreement and amendment, dated the 15th day of May, 2018, is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and CrowderGulf Joint Venture, Inc. The purpose of this agreement is to extend for one year a contract for services dated June 21, 2013 between the City of Destin and CrowderGulf Joint Venture, Inc. to provide miscellaneous debris removal services for the City.

It is expressly agreed by the parties that this contract is an extension to the Contract dated June 12, 2013 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

CITY OF DESTIN

(Signature)

By: _____
Carisse LeJeune
City Manager

(Signature)

ATTEST: _____
REY BAILEY
City Clerk

Witnesses:

CrowderGulf Joint Venture, Inc.

(Signature)

By: _____
(Signature)

(Name & Title)

ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Bragg Farmer, Finance Director
Carisse LeJeune, City Manager

FROM: Sheri Bethea, Lance Johnson

DATE: June 12, 2018

SUBJECT: Sports Field Mower Lease Renewal
Resolution 18-20

I. BACKGROUND: It is time to enter into a new lease for our sports field mower. The current lease for our TORO 4300 will expire July 1, 2018. As with the previous several years we have multiple tournaments scheduled throughout the summer months at Morgan Sports Center.

II. DISCUSSION: The City's current lease agreement for the sports field mowing unit (Toro Groundsmaster 4300D) will expire on July 1, 2018. This program minimizes equipment downtime, enables staff to mow the fields in a manner that is expected by our sports tourism customers and reduces the mowing time by almost half when compared to the equipment used to maintain our other parks/facilities. When down-time is encountered, most repairs are covered by the manufacturer and a loaner unit is usually made available to the City while our unit is being repaired. In short it is more efficient, effective and produces a better product for our customer.

A. Link to Strategic Goals / Objectives: *Improve public use and safety of city parks.

*Sustaining sports tourism events and their economic impacts.

B. Effect on Budget (EOB): \$11,000 has been budgeted and approved in the 2018 fiscal year budget for this equipment. The new annual lease payment is estimated at \$10,115.11 Toro pricing reflects Florida State Contract #21100000-15-1.

C. Level of Service (LOS): Approving this item will enable staff to maintain the current LOS.

III. CONCLUSION: This program has proven to be efficient and effective with little to no equipment down time, improved aesthetics and reduced staff time required to complete the work.

IV. RECOMMENDED MOTION: I move to approve the Toro Grounds Master 4300 lease-purchase proposal and authorize the City Manager to execute the required lease-purchase documents on behalf of the City.

Attachments:

1. Res+18-20+Toro+GM-4300-D+Lease+2018-2022F
2. Toro GM4300 60 Lease-PurchaseF
3. Sample Commercial Municipal Lease (FL)F

RESOLUTION 18-20

**A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, AUTHORIZING THE
EXECUTION OF A PROPOSAL FROM JERRY PATE TURF & IRRIGATION
AND A LEASE-PURCHASE AGREEMENT WITH DLL FINANCE, LLC, FOR A
2018 TORO MODEL GM-4300-D SPORTS TURF MOWER**

WHEREAS, the City of Destin, Florida (the “Lessee”), a municipal corporation of Okaloosa County, Florida is authorized by the laws of the State of Florida to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts thereto; and

WHEREAS, the City Council, as the governing body has determined that a true and very real need exists for the acquisition of the equipment; and has further determined that the equipment will be used solely for essential governmental functions and not for private business use; and

WHEREAS, the Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such equipment; and

WHEREAS, the pricing reflected in the proposal from Jerry Pate Turf & Irrigation for the TORO GM-4300-D reflects Florida State Contract #21100000-15-1; and

NOW, THEREFORE, BE IT RESOLVED, by the Destin City Council that, the terms of said Proposal and Lease are in the best interest of the City of Destin for the acquisition of a TORO GM-4300-D, and the Destin City Council designate and confirms Carisse LeJeune, City Manager to execute the Proposal and Lease-Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease Agreement.

PASSED AND DULY ADOPTED THIS ____ DAY OF JUNE, 2018.

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk



Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
301 Schubert Drive
Pensacola, FL 32504
Ph# (800) 700-7001
Fax# (850) 484-8596
www.jerrypate.com

DATE: June 13, 2018
EXPIRATION DATE: Valid 30 Days

Proposed Order

Exclusively For: City of Destin
Attn: John Podjed
3949 Commons BLVD
Destin, FL 32541
[Ph#] 850-837-4242
[Fax#] 850-269-2343
[Customer Acct#] 208500
[Email] jpodjed@cityofdestin.com

Prepared By: Jake Holbrook Ext. 1217
jholbrook@jerrypate.com
Account Executive: Tony Morris 850-393-4556 cell
tmorris@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	FL	ST	CNT	\$	Extension
1	30864	Toro Groundsmaster 4300-D Tier 4	\$		50,266.91	\$	50,266.91
1	03667	Air-Ride Seat Suspension	\$		489.01	\$	489.01
5	117-0149	Roller Scraper	\$		69.19	\$	345.94
1	CTFC-17	Cool Top Fan & Canopy	\$		720.00	\$	720.00
Equipment Subtotal							\$ 51,821.86

DLL Equipment Financing

60 Month \$1.00 Buyout Purchase Option Lease Annual Payment \$ 10,115.11

Toro Pricing Reflects Florida State Contract # 21100000-15-1

Purchase Orders Must Be Made Out To:

**Wesco Turf, Inc.
2101 Cantu Court
Sarasota, FL 34232**

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, sign here and return: _____ Date: _____

Thank you, we appreciate your business!



Lessee's Budget Year Ends in
the Month of:

Lease Agreement Number:

TO OUR VALUED CUSTOMER: This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

LESSEE

Full Legal Name:

Mailing Address

City

State

Zip

SUPPLIER

Name:

Address:

Phone:

TERM AND LEASE PAYMENT SCHEDULE

You agree to the following terms:

TERM

Commencing on: ☐ OR ☐ the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

The Initial Term ("Term") shall be months from the Commencement Date.

PAYMENT

The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on: ☐ OR ☐ the Commencement Date.

Each payment thereafter will be due:

☐ on the 1st day of the month or ☐ as indicated below.

Number of
Payments:

Payment Amount:

Payment Frequency: ☐ Monthly ☐ Quarterly; or

On the following day(s)

Use tax per Payment
(estimated):

**Total Payment Amount
with Sales/ Use Taxes
(estimated):**

Security Deposit:

TAXES

Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. **Property tax will be billed annually and is due on invoice.** If the use tax payment box above is empty or indicates \$0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments.

PAYMENTS. You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Your obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.

INSURANCE & TAXES. You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay any property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. You agree to furnish Us with satisfactory evidence of Your tax exemption.

DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE. Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or \$1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of \$25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payment amount.

TERMS AND CONDITIONS

1. Lease. We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.

2. Term. Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; *provided, however*, that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have continued this Lease for the next Renewal Term unless You shall have terminated this Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on the Payment Schedule until the balance of the Payments and any additional Payments or expenses chargeable to You are paid in full. Payment amounts and other amounts required to be paid under this Lease shall be referred to in this lease as "Payments." Unless otherwise indicated in the Payment schedule provided above, the first Payment under this Lease is due when this Lease is signed by You and the remaining Payments will be due on the first day of each subsequent month through the expiration of the Term. You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and filing fees incurred by Us in connection with this Lease upon demand by Us. EXCEPT AS PROVIDED IN SECTION 3, THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU

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AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

3. Non-Appropriation of Funds. Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"), You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a Non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of, this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience.

4. Delivery and Acceptance; DISCLAIMER OF WARRANTIES. You agree to accept each item of Equipment in its as-is condition when delivered and to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH**

RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You also agree that neither the manufacturer nor the supplier of the Equipment is an agent of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

5. Use, Maintenance and Return of Equipment. So long as You are not in Default under this Agreement, We agree not to interfere with Your right of quiet enjoyment and use of the Equipment. You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work

and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into any Equipment shall become Our property. Should this Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

6. Risk of Use, Damage and Destruction. You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all claims, demands, damages and losses, including reasonable attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (each item of Equipment singularly referred to herein as the "machine") during the Term or any extension thereof, You shall provide Us prompt written notice. In the event of damage thereto from any cause which in Our judgment cannot be economically repaired, or in the event of the loss of the machine, its theft, or removal from Your possession by the operation of law or otherwise, then, but only with respect to that machine, this Lease shall terminate and You shall immediately pay to Us, only with respect to that machine, the sum of all past due and future Payments for the then-current Term and interest thereon, Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, plus the residual value associated with such machine, all as indicated in Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in this Lease, to the total Payments. The Payments due under this Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. The amount of any insurance proceeds received by Us because of such destruction or event, and the amount received by Us upon the disposition of the machine should it be recovered, shall be deducted (i) first, from the residual value of such machine as indicated in Our books and records (the "Residual Value"), and (ii) second, from the Payments, any excess amount over the Residual Value. In the event of damage to any machine, which damage in Our judgment can be economically repaired, then this Lease shall not be terminated with respect to the machine, but rather the machine shall be restored to its original condition by You, at Your expense. We shall apply the amount of any insurance proceeds received by Us because of such damage first to the

repair of the machine and any excess amount of insurance proceeds shall be credited to the Payments.

7. Insurance. You shall purchase and maintain, at Your expense: (a) standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required (as indicated on the Equipment Schedule) with a maximum deductible equal to the greater of \$500.00 or five percent (5.0%) of the adjusted loss; (b) liability insurance in an amount of at least one million dollars (\$1,000,000) (five million dollars (\$5,000,000) if the Equipment or any single machine is deemed a "motor vehicle" under applicable law in the state where You are located) that protects You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment; and (c) workers' compensation coverage as required by the laws of the state in which You are located. All insurance required herein must be in a form and from an insurer satisfactory to Us and You shall keep such insurance in effect during the Full Lease Term. Evidence of all such insurance shall be provided to Us and such insurance shall provide Us with 10 days advance notice of modification or cancellation and name Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the Payments and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payments and You promise to pay the resulting increase in the Payments and agree that We may make a profit. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. Nothing in this Lease will create an insurance relationship of any type between Us and/or any person or party. **Insurance coverage for personal liability or physical damage caused to the property of others is not provided.**

8. UCC Filings; Article 2A Provisions; Finance Lease Status. We are the owner of and will hold title to the Equipment under this Lease. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. If this Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise, under the Uniform Commercial Code ("UCC"), as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your Payments and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement (not to attach this Agreement) describing the Equipment. You hereby authorize, ratify and approve any

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financing statement covering Equipment filed by Us on or prior to the date hereof. The parties intend this Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A-Leases of the UCC applies to this Lease, and this Lease will be considered a "Finance Lease" as that term is defined in Article 2A. By signing this Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term is defined in Article 2A of the UCC) of the Equipment and that You Have been informed that You are entitled to the promises and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any rights or warranties that You may be entitled to under the Supply Contract. With respect to this Lease, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

9. Assignment / Sub-Lease. You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

10. Default. Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property, (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

11. Remedies. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have

entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease.** If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law.

12. Renewal. Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: **(a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms),** each Renewal Month Term will commence immediately upon the

expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.

13. Indemnification. You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereof). To the maximum extent permitted by applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

14. Representations, Warranties and Covenants. You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are located; (b) You are authorized under the constitution and laws of said state to enter into this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regularly convened and attended throughout by requisite majority of the members thereof or by other appropriate official approval; (d) this Lease constitutes Your legal, valid and binding obligation enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists at the Commencement Date; (f) You have in accordance with the requirements of lawfully budgeted and appropriated sufficient funds for the current fiscal year to make the Payments scheduled to come due during the Original Term and to meet Your other obligations for the Original Term and such funds have not been extended for other purposes; (g) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a corporate and body politic; (h) You have complied with such public bidding requirements as may be applicable to this Lease and Your acquisition of the Equipment hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting You or this Lease, nor to the best of Your knowledge is there any basis therefore wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect Your financial condition or properties; (j) You have obtained all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or in connection with the performance of Your obligations hereunder; (k) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which the You are or are to be a party will not violate any

judgment, order, law or regulation applicable to You or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any of Your assets or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which You are a party or by which You or Your assets maybe be bound, except as herein provided; (l) the Equipment described in this Lease is essential to Your function or to the services You provide to Your citizens, You have an immediate need for, and expect to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future and the Equipment will be used by You only for the purpose of performing one or more of Your governmental or proprietary functions consistent with the permissible scope of Your authority and will not be used in the trade or business of any other entity or person; (m) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement. Your representations, warranties and covenants shall survive beyond the Full Lease Term and the termination of this Lease.

15. Choice of Law and Jurisdiction; Waiver of Jury Trial. The law of the state of Your address shown on the front page hereof shall govern all matters relating to this Lease. This Lease shall not be enforceable by You until signed by Us in our Johnston, Iowa offices. **To the extent permitted by applicable law, You also waive Your right to a trial by jury.**

16. Waivers. You acknowledge receipt of an executed copy of this Lease. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment hereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

17. TAX TREATMENTS AND INDEMNIFICATION. Unless otherwise provided, this Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) the Equipment will be used for a governmental or proprietary purpose; (b) You are a tax-exempt entity (as defined in Section 168(h) of the Code); (c) You will use all Equipment solely within the United States; and (d) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. You and Us contemplate that the Equipment will be exempt from all Taxes. If, however, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made

by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Payments or receipts with respect to this Lease. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property, use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

18. Golf Cars. If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

19. Financial and Credit Information; Communication Methods. You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to

provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.

20. Facsimile. This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Lease bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

21. Miscellaneous. You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the terms of this Lease must be in a written agreement identified as an amendment and signed by Us. **You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in this Lease and/or the Equipment Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in the Equipment Schedule, to supply information missing from this Lease or the Equipment Schedule and to correct any obvious errors in this Lease or in the Equipment Schedule.** Without limiting the foregoing, You agree we may insert the date and Number of this Lease after Your execution of the Lease. If We delay or fail to enforce any of Our rights under this Lease, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us

of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to the terms and conditions of this Lease must be in writing and signed by Us. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Lease (or to any other address specified by that party in writing). All of Our rights and indemnities will survive the termination of this Lease. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of this Lease, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto agree such provision shall be ineffective and the remaining provisions of this Lease shall remain in full force if the essential provisions of this Lease for each party remain valid, legal, and enforceable. Any provision of this Lease which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease and Equipment Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Lease and the Equipment Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one lessee has signed this Lease, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any Payment You make shall not be binding on Us. Time is of the essence under this Lease.

BY SIGNING THIS AGREEMENT AND EACH SCHEDULE: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT AND EACH SCHEDULE (II) YOU AGREE THAT EACH SCHEDULE THAT IS A LEASE IS A NET LEASE THAT, WITH RESPECT TO EACH SCHEDULE, YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER EACH SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS AGREEMENT AND EACH SCHEDULE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS AGREEMENT AND EACH SCHEDULE THAT IS A LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA AND YOU CONSENT TO THE

JURISDICTION OF THE FEDERAL AND STATE COURTS WITHIN POLK COUNTY, IOWA AND EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.

LESSEE SIGNATURE		LESSOR SIGNATURE	DLL Finance LLC, At: 8001 Birchwood Court, Johnston, IA 50131
	Lessee		
	Authorized Signature		Authorized Signature
	Print Name Title Date		Print Name & Title Date



Equipment Schedule

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at deliver y	Hours during Lease Term	Rate per Excess Hour

Note: Although the Equipment listed above may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.

LESSEE SIGNATURE	
	Lessee 
	Authorized Signature 
	Print Name Title Date

Delivery and Acceptance Certificate

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour

The undersigned hereby certifies that Lessee has leased all items described in (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC ("Lessor") and the Lessee identified below and in the Lease Agreement No. (the "Lease") and further certifies that:

- (i) the Equipment has been delivered to and has been received by Lessee;
- (ii) all installation or other work necessary prior to the use thereof has been completed;
- (iii) all Equipment has been examined by Lessee, is in good operating order and condition, and is in all respects satisfactory to Lessee;
- (iv) the Equipment is accepted by Lessee for all purposes under the Lease Agreement and the Lease.

LESSEE SIGNATURE	
	Lessee 
	Authorized Signature 
	Print Name Title Date

**LEASE AGREEMENT SUPPLEMENT –
PROPERTY TAX ACKNOWLEDGEMENT**

Name of Lessee:	(the “ Lessee ”)
Date of Lease Agreement:	(the “ Lease ”)

In order to induce DLL Finance LLC (“Lessor”) to enter into the Lease pursuant to which the Equipment will be leased to Lessee, the undersigned represents the following:

- o The Lessee acknowledges and understands that Lessor will file all personal property tax returns and Lessee shall reimburse Lessor for property taxes related to the Equipment.
- o Property taxes will be billed annually to Lessee and are due on invoice. Lessee acknowledges that property taxes may be billed to Lessee after the Term of the Lease.
- o If Lessee does not pay property taxes, Lessor has the right, but not the obligation, to pay them on Lessee’s behalf and add to the amount of such taxes to the Lease Payments.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessee agrees that Lessor’s emphasis of the provisions of the Agreement contained herein are for the convenience of the Lessee and shall not minimize or waive any remaining provisions of the Agreement, all of which remain in full force and effect. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this acknowledgement. Lessee’s facsimile signature shall be considered binding as an original.

Dated this _____ day of _____, 2016.

LESSEE SIGNATURE	
	Lessee
	Authorized Signature
	Print Name Title Date



CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

Date: _____

Lessee's Name _____

Address _____ City _____ State _____ ZIP _____

Lease Application # _____ with _____ DLL Finance LLC

I have entered into the above Lease agreement under which I am responsible for providing insurance against **ALL RISKS** of direct physical loss or damage for the actual cash value of the equipment described in the Lease Agreement, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by DLL Finance LLC ("DLL") is \$ _____

I will be providing my own physical damage insurance coverage through:

Insurance Agent _____ Phone: _____

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add DLL Finance LLC as a payee through a Lender's Loss Payable Clause which is a clause that provides that any acts of the Lessee will not void the policy as to the Lender.

To my existing policy number _____ with _____
which now provides the coverage required, or

To a policy which you are authorized to issue in my name which will provide the coverage required.

DLL Finance LLC must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the Lessee, or any other person, shall not invalidate the insurance to DLL Finance LLC.

PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300. FAX: 515-334-5831 OR CALL 800-863-3660.

PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.

ACKNOWLEDGEMENT OF LESSEE: I acknowledge that copies of this document sent to DLL are for information purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.

I understand I am responsible for insurance coverage for personal liability or property damage caused to others.

Insurance Agent's Name _____

Street Address _____

City _____ State _____ Zip Code _____

Agent's E-Mail Address _____

Agent's Phone Number _____ Agent's Fax Number _____

Lessee's Signature _____

AUTHORIZATION FOR AUTOMATIC PAYMENTS (ACH DEBIT) AND PAPERLESS INVOICING

Thank you for your interest in our Automatic Payment and Paperless Invoicing Programs! Not only do these features benefit the environment, but you will avoid checks, stamps and your invoices will often reach you five to seven days faster than through regular mail. These convenient and reliable features keep your business on track with minimal effort on your part. Please follow the simple instructions in this form to set up Automatic Payment, Paperless Invoicing, or both. Please call Customer Service at _____ if you have any questions.

Automatic Payment

Customer Name: _____
Customer Address: _____
Customer Phone Number: _____

Bank Account Holder(s)*:

Bank Name: _____
Bank Address: _____
Bank Phone Number: _____
ABA Routing Number: _____

Sample check:

Your information

Pay to the order of _____

Dollars

0000111122223

12345678

1234

ABA Routing No.

Bank Acct. No.

Check No.

Account Number:

This is a ☐ checking account

☐ savings account**

*Note: The person completing and signing this authorization must be the bank account owner.

**If a savings account is identified above, please send your bank's routing number and your savings account number on bank letterhead.

Authorization: By signing below, I (we) hereby authorize DLL Finance LLC ("Originator") (whether acting alone or through its servicer or any agent on its behalf) to initiate withdrawals from my (our) account provided above for amounts then due under my agreements with Originator in the frequency (i.e., monthly, quarterly, etc.) as specified in my (our) agreements with Originator. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by written notice from me (or either of us) to Originator.

Account Holder

Signature: _____

Print Name: _____

Print Title (if applicable): _____

Date: _____

Account Holder

Signature: _____

Print Name: _____

Print Title (if applicable): _____

Date: _____

Please send this completed and signed form **and a copy of a voided check** to our Customer Service team by mail, email or fax to:

Mail:	Fax:	Email:	Questions? Call us:
P.O. Box 2000 Attn: Customer Service Johnston, IA 50131		customerservice@mycontractadm.com	

Paperless Invoicing

Customer Name: _____
Customer Address: _____
Customer Phone Number: _____

Customer Email Address:

Authorization: By signing below, I hereby authorize DLL Finance LLC to email a PDF version of my invoices to me at the email address I provided above (whether acting alone or through its servicer or any agent on its behalf) when the invoice is generated. I acknowledge that paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by my written notice.

Customer Signature: _____

Print Name: _____

Print Title (if applicable): _____

Date: _____

Please send this completed and signed form to our Customer Service team by mail, email or fax to:

Mail:	Fax:	Email:	Questions? Call us:
P.O. Box 2000 Attn: Customer Service Johnston, IA 50131		customerservice@mycontractadm.com	

Following receipt of your Paperless Invoicing form, our Customer Service Team will send you a confirmation letter and instructions to ensure your invoices will be received in your inbox.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Braden

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Discussion of ordinance regarding vehicles on beach

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Ramswell

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Dixon

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Overdier

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Marler

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Action Item

TO:

THRU:

FROM:

DATE:

SUBJECT: Nomination of Ms. Barbara Mizell for membership to the Harbor CRA Advisory Committee

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Application for Harbor CRA-AC -
Ms. Barbara Mizell

First Name	Barbara
Last Name	Mizell
Home Address	410 Spring Lane
City	Destin
State	FL
Zip	32451
Phone	850-393-3705
Email	dr.mizell@mizellmd.com
Business Name	Dr. Barbara Mizell
Business Address	415 Mountain Drive #4
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	Doctorate, DMD 30 years as a business owner.
How long have you lived in Destin?	1976
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	No
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No

If you have been convicted of a felony, please explain and provide date(s).

Field not completed.

List any city boards or committees you are currently a member of.

None. My father Joe Mizel was active in the community as a councilor and active on several committies. i would like to give back to the community as he did.

Select the board or committee you are interested in serving on.

Harbor CRA Advisory Committee

List your qualifications to serve on the selected board or committee.

Business owner in the Harbor District since 2007.

What do you consider the purpose of this board/committee to be?

Advise the council in ways to better the community.

What would you like to see this board/committee accomplish?

Help make Destin a better place to live and work. To make recommendations for a safer community for locals and tourist.

If you have discussed this application with any member(s) of the Destin City Council, please identify them.

None

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

5/8/2018

Email not displaying correctly? [View it in your browser.](#)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Destin

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Councilmember Morgan

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Mayor Gary Jarvis

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 18, 2018

TYPE OF AGENDA ITEM: Presentation

TO:

THRU:

FROM:

DATE:

SUBJECT: Land Use Attorney

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

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None